

## GENERAL BUSINESS TERMS AND CONDITIONS FOR PANGEA PROPERTY PARTNERS AS (THE “COMPANY”)

These general business terms and conditions (the “General Business Terms and Conditions”) have been prepared in accordance with the Norwegian Securities Trading Act 27 June 2007 no. 75 (the “STA”) and appurtenant regulations. Expressions which are defined in the STA (and appurtenant regulations) have the same meaning when used in these General Business Terms and Conditions.

Pursuant to the STA, the General Terms and Conditions shall be presented to the client upon establishing the business relationship. These General Terms and Conditions will be presented to the client via letter post, fax, e-mail, the website of the Company or other appropriate manner by the Company pursuant to the internal operating procedures of the Company. The Company’s clients are assumed to have accepted these General Terms and Conditions as binding on themselves when they, after having received a copy of the General Terms and Conditions, give the Company an order or do business with the Company.

### **I. IN BRIEF ABOUT THE COMPANY**

#### **I.1 Contact information**

Name: Pangea Property Partners AS  
Organisation number: 994262696  
Address: Tjuvholmen Allé 3-5  
0250 OSLO, NORWAY  
Telephone:  
Fax:  
E-mail

For further information regarding direct communication with the Company, see clause 18 below.

#### **I.2 The services that the Company is permitted to provide**

*1.2.1 The Company has a licence to provide the following investment services:*

- a. Reception and transmission of orders in relation to one or more financial instruments, cf. STA section 2-1(1) no. 1;
- b. Investment advice as defined in the STA Section 2-4, cf. STA section 2-1(1) no. 5;  
and

- c. Underwriting of financial instruments and/or placing of financial instruments on a firm commitment basis, and placing of financial instruments without a firm commitment basis, cf. STA section 2-1(1) no. 6.

*1.2.2 The Company provides the following ancillary services:*

- a. Advice to undertakings on capital structure, industrial strategy and related matters and advice and services relating to mergers and the purchase of undertakings, cf. STA section 2-1(2) no 3;
- b. Investment research and financial analysis or other forms of general recommendation relating to transactions in financial instruments, cf. STA section 2-1(2) no. 5; and
- c. Services related to underwriting, cf. STA section 2-1(2) no. 6.

### **1.3 Supervisory authority**

The Company is under the supervision of Finanstilsynet (the Financial Supervisory Authority of Norway) Revierstredet 3, 0151 Oslo, Norway ([www.finanstilsynet.no](http://www.finanstilsynet.no)).

## **2. THE SCOPE OF THE GENERAL BUSINESS TERMS AND CONDITIONS**

These General Business Terms and Conditions apply to the Company's investment services and ancillary services in so far as they are appropriate, as well as to services relating to transactions in instruments that are related to financial instruments.

Special agreements will be entered into for the Company's provision of investment services and ancillary services. These General Business Terms and Conditions apply in addition to any special agreements that are entered into between the Company and the client. In the event of any inconsistency between such agreements and these General Business Terms and Conditions, the terms of the agreement shall apply.

In addition to the above, the services mentioned in clause 1.2 above may be regulated by the STA, the Central Securities Depository Act, the Stock Exchange Act, the Companies Acts, the Sale of Goods Act, the Contracts Act, the Consumer Purchases Act (cooling-off period) and other relevant legislation.

In addition, the Company is obliged to comply with the code of business conduct determined for the individual markets.

The Company is licensed to provide real estate brokerage services in Norway. If the Company acts as real estate broker, a special agreement shall be entered into regulating the

services to be provided by the Company. These General Business Terms and Conditions do not apply to the provision of real estate brokerage services by the Company.

### **3. CLIENT CLASSIFICATION**

Pursuant to the STA, the Company is obliged to classify its clients according to client categories, non-professional clients and professional clients respectively, including eligible counterparties. The STA and accompanying regulations contain provisions as to how such classification is to be made. The Company will inform all clients of the category within which they have been classified.

The classification is important with respect to the scope of the client protection. The requirement for information and reporting is more extensive for clients classified as non-professional than that which applies to clients being classified as professional. Also the Company is obliged pursuant to the STA to obtain information on the client in order to assess whether the service or the relevant financial instrument/product is suitable (when providing investment advice) or appropriate (when providing other investment services than investment advice) for the client, referred to in the regulations as a test regarding suitability and appropriateness. The classification affects the extent of these tests, as well as the assessment of what is considered to be “best execution” when carrying out transactions for the client.

These General Terms and Conditions apply to clients classified as professional clients and non-professional clients. Clients classified as professional are, however, assumed to have special qualifications to assess the individual markets, investment alternatives, transactions and the advice provided by the Company on their own behalf. Professional clients may not rely on special rules and conditions that are laid down as protection for the non-professional client.

The client may request that the Company changes the client classification. Information on such re-classification and the consequences hereof may be obtained by contacting the Company.

### **4. THE CLIENT’S RESPONSIBILITY FOR INFORMATION GIVEN TO THE COMPANY, POWERS OF ATTORNEY, ETC.**

Pursuant to the STA, the Company is obliged to conduct a suitability test before the provision of investment advice. The Company is obliged to conduct an appropriateness test before the provision of other investment services.

In order to meet the requirement of the STA that a suitability test and appropriateness test must be conducted, the Company has a duty to obtain information from its clients. The client undertakes to provide the Company with adequate and correct information on his/her own financial status, investment experience and objectives that are relevant to the services and financial instruments/products requested. The client also undertakes to inform the Company of any significant changes to any information previously provided.

The client is aware that the Company is entitled to base its assessment of whether the service or the financial instrument/product is appropriate or suitable for the client on information provided by the client, and that the Company will not perform its own examinations in this respect.

The client is also aware of that if the Company does not receive adequate information from the client, the Company will not be in a position to decide whether the service or the financial instrument/product is appropriate or suitable for the client. In the event of investment advice, the client will be informed that the relevant service or instrument cannot be rendered. With respect to other investment services that the Company is permitted to provide, the client will in such events be informed that the information provided to the Company is inadequate and that the service or the product therefore is considered as being inappropriate.

The client vouches for his/her/its trading being in accordance with and within the scope of the permissions and powers that may apply to the client's trading in financial instruments. The client shall provide the Company with documentation of such permissions or powers if so requested. If the client is a foreign company, the Company reserves the right to demand a legal opinion on, inter alia, the client's permissions and powers to enter into the trade in question, at the expense of the client.

The client shall provide the Company with an overview of the person(s) who may give orders, trade, enter into another agreement related to financial instruments/products or that is/are authorised to act on behalf of the client with respect to the services and trades in financial instruments that are covered by these General Terms and Conditions. Instructions or acceptance by these is binding on the client providing that the Company was in good faith with regard to the individual's power of attorney. The client is responsible for ensuring that the Company is updated at all times in respect of whom can give orders or accept deals on behalf of the client. The Company will not accept powers of attorney that indicate limits for the individual client's trading, unless otherwise agreed in writing.

The client undertakes to ensure that the assets and financial instruments involved in the individual assignment are free of any encumbrance, such as a lien/charge, right of security (right of retention), seizure etc. The same applies where the client deals as attorney for a third party.

## **5. RISK**

The client accepts that there is an inherent risk of loss in investing in and trading in financial instruments and related instruments. The value of the invested capital may increase or decrease. The value of the financial instruments is, among other things, related to the development of the financial markets. Historical value development and return may not be used as a reliable indicator of future value development and return on financial instruments. For more detailed information on the various financial instruments' properties related to the various financial instruments, and the risk related to trading in various financial instruments, refer to separate informational material. This material will be sent to the client prior to the Company's provision of services to the client if this is required considering the experience of the client or if the client should request such information. The client must himself/herself/itself evaluate the risk involved in the instrument and market in question.

The client should abstain from making investments in and trade in financial instruments and other related instruments if the client is not himself/herself/itself accepting the risk linked to such investment or trading. The client is urged to seek advice with the Company and other relevant advisers and, as required, seek supplementary information in the market before the client makes his/her/its decision.

All transactions entered into by the client after having obtained advice from the Company are the client's own responsibility and are made according to the client's own discretion and decision. Under no circumstance will the Company accept any responsibility for the advice, should the client deviate entirely or in part from the advice given by the Company.

The Company will not guarantee any specific outcome of the client's trading.

The Company will endeavour to provide the client with necessary information in a suitable manner, considering the degree of professionalism of the client.

Clients classified as professional are, however, assumed to have special qualifications to assess the individual markets, investment alternatives, transactions and the advice provided by the Company on their own behalf.

## **6. NO COOLING-OFF PERIOD**

According to the Consumer Purchases Cancellation Act (cf. Act no. 105 of 21 December 2000), no cooling-off period applies to the services and trades in financial instruments that are covered by the Company's General Terms and Conditions.

## **7. RECEPTION AND TRANSMISSION OF ORDERS**

The Company will seek to obtain the best possible terms when transmitting orders, within the assignment period of the order. The Company has established internal guidelines on the transmission of orders. Orders will be transmitted in accordance with these guidelines, unless the client has given specific instruction as to the manner of transmission of the order, in which case the order will be transmitted in accordance with such instructions.

Orders from the client may only be given orally or in writing on paper. Restrictions may apply to instructions via e-mail, SMS, MSN, AOL, etc. Further information on this may be obtained by contacting the Company.

The Company will make sound recordings of all orders and indications of orders to buy or sell or subscribe for financial instruments which are done by telephone. Sound recordings and other documentation for such orders and indications given by other means will be kept on file by the Company. Sound recordings shall be kept for a period in accordance with the prevailing law calculated from the recording date and will normally be deleted as soon as possible after this period has expired. Sound recordings regarding individual clients can be traced based among other things on the time of the call, the number called and the employee of the Company that received the order. The Company may be instructed to hand over sound recordings to public authorities and others that can demand this pursuant to law. In addition, the Company may hand over such sound recordings to the Ethics Council of the Association of Norwegian Stockbroking Companies (Norges Fondsmeglerforbunds etiske råd), when, inter alia, dealing with complaints. Other companies cooperating with the Company may be under an obligation to conduct sound recordings of their conversations with the client.

The order is binding on the client when it has reached the Company unless otherwise specifically agreed. Any order may be revoked if it has not been executed by the undertaking to which the order has been transmitted.

For orders related to trading in transferable securities, the term of the assignment is to be agreed upon separately.

Pursuant to the NOREX Member Rules, Oslo Børs/Oslo Axess may under further specified circumstances annul orders and trades. Such annulment will be binding on the client. The same may apply to cancellation of orders and trade at another Norwegian or foreign market place.

The Company shall not be obliged to execute orders or enter into agreements that the Company assumes might contravene public law or rules laid down for the market place(s) in question.

Orders from clients that normally trade on the account of others, i.e. their employer or other physical or legal persons, will be rejected if the client on submission of the order is unable to specify on behalf of whom the order is submitted. If the client simultaneously submits an order both on own account and on account of hers/his employer or another physical or legal person, the Company will prioritise the order submitted on account of hers/his employer or another physical or legal person.

For trading in and for settling/clearing of foreign financial instruments, reference is made to the trading rules and terms for clearing and delivery that apply in the country or the market place where the financial instruments are purchased or sold. The client is aware that, with regard to foreign financial instruments, deviating trading rules and terms for clearing and delivery may apply.

## **8. NON-FULFILMENT OF CONTRACT**

The client is considered to have breached his obligations under these General Business Terms and Conditions when, among other things:

- a. the client fails to meet any significant obligation under these General Business Terms and Conditions,
- b. the client enters into a separate agreement with his creditors regarding a deferment of payments, becomes insolvent, enters into debt negotiations in any form, suspends payments, has bankruptcy proceedings initiated against him or is placed under public administration,
- c. the client terminates his activities or substantial parts of these.

In the case of a breach of contract, the Company is entitled but not obliged to:

- a. Declare that all unsettled trades have been breached and that assignments which have not been carried out are cancelled and terminated.
- b. With immediate effect, revoke all agreements, whether due or not, with regard to financial instruments and instruments that are related to financial instruments that the Company has entered into pursuant to an agreement with or assignment from the client.
- c. Offset all of the Company's receivables from the client arising from other financial instruments and/or services, including claims for brokerage, disbursements for taxes and duties, claims for interest, etc, and expenses or losses caused by the client's breach of one or more obligations to the Company, against any credit balance the client has with the Company on the date of the breach, irrespective of whether the

claims are in the same or different currencies. Claims in foreign currencies are to be converted into NOK at the market rate applicable on the date of the breach of contract.

- d. For the client's account and risk, take the steps the Company deems necessary to cover or reduce the loss or liability arising from agreements entered into for or on behalf of the client, including reversing transactions.
- e. Demand payment of all costs and losses that the Company has incurred as a result of the client's breach of contract.

The client undertakes to cover any loss made or expense or liability incurred by the Company, arising as a direct or indirect consequence from the client's non-fulfilment of any agreement entered into with the Company or from any action of omission constituting non-fulfilment under these General Terms and Conditions or other rules, including, but not limited to, interest expenses, arrears and legal fees (for internal or external advice). Such losses, expenses and liability shall be paid upon demand.

## **9. INTEREST IN THE EVENT OF NON-FULFILMENT**

In the event of a breach of contract by the Company or the client, interest will be charged at the interest rate current at any time on interest in arrears, cf. the Act on Delayed Payments of 17 December 1976, no. 100 and appurtenant regulations, unless otherwise specifically agreed.

## **10. REMUNERATION**

The Company's remuneration will be subject to specific agreement.

## **11. HOLDERS OF POWER OF ATTORNEY (INTERMEDIARIES), MANAGERS AND SETTLEMENT AGENTS**

If the client gives orders or assignments under a power of attorney, or as manager, settlement agent or the like for a third party, the client and the party for whom he/she is acting are bound by these General Terms and Conditions. The client is jointly and severally responsible to the Company for that third party's obligations to the extent that the obligations are a consequence of the client's order or assignment.

If the client makes use of a manager, settlement bank or other intermediary, he is obliged to have this regulated by way of a separate agreement. The use of such intermediaries does not

exempt the ultimate client from his/her/its liabilities under the General Terms and Conditions.

## **12. LIABILITY AND EXEMPTION FROM LIABILITY**

The Company is not liable if an unsuitable or inexpedient service has been rendered as a consequence of the client giving the Company incomplete or incorrect information (see clause 4).

The Company accepts no liability for indirect damage or loss that the client might suffer as a result of the client's agreement(s) with a third party wholly or partly lapsing or not being correctly fulfilled.

Furthermore, the Company and its employees accept no liability for the client's losses so long as the Company or its employees have met general requirements as to due care when giving advice or executing an order or assignment. In the event the Company has made use of credit institutions, securities companies, clearing houses, managers, or similar Norwegian or foreign intermediaries, the Company and its employees are only liable for the actions or failure to act on the part of these intermediaries, if the Company has failed to exercise due care in its selection of the intermediaries. In the event that the intermediaries mentioned in the previous sentence are used pursuant to orders or demands from the client, the Company accepts no liability for their errors or defaults.

The Company is not liable for damage or loss resulting from hindrances or other circumstances over which the Company has no control, including power failure, malfunction or interruption of electronic data processing systems or telecom network, etc., fire, water damage, strikes, amendments to legislation, orders issued by the public authorities or similar circumstances.

Limitations of the Company's liability in excess of what is stated above may follow from a special agreement with the client.

## **13. CONFLICTS OF INTEREST**

The Company will endeavour to prevent conflicts of interest from arising.

The Company has rules and regulations to ensure that the Company's business areas operate independently of one another, so as to take care of the client's interests in an adequate manner.

The Company also has a special duty to ensure that the client's interest takes precedence before the Company's interests and before the interests of persons with direct or indirect control in the Company. Nor must any individual client be unfairly favoured at the expense of other clients.

Should the Company have a special interest above and beyond that of ordinary earnings, e.g. as a result of its own positions of some size in the financial instruments to which the advice refers, this interest will be disclosed.

This, and the separate duty to observe professional confidentiality, may result in the Company's employees, who have contact with the client, not being able to use or not being aware of the information available within the Company, and which may be relevant to the client's investment decisions. In certain cases, the client's contacts at the Company may not be able to provide advice in respect of specific investments. Under such circumstances, the Company is not in a position to give grounds for not being able to advise on or carry out a specific order.

The Company and its employees may have interests of their own in relation to the transactions and investments the client intends to make. This may be a consequence of:

- a. trading for own account as part of the Company's general management of its own assets
- b. advisory services for other clients, and
- c. employees' own positions.

#### **14. INVESTOR GUARANTEE SCHEME**

The Company is a member of the Norwegian Investors' Compensation Fund (Verdipapirforetakenes Sikringsfond) in accordance with the STA. The Compensation Fund is to cover claims which are due to the members' lack of ability to repay money or deliver back financial instruments that are held, administered or managed by the member or on behalf of customers in connection with investment and/or certain supplementary services. Compensation is paid with up to NOK 200,000 per client.

The security does not cover claims arising from transactions related to a criminal offence regarding money laundering for which a final judgement has been passed or clients that are liable for or have benefited from circumstances that concern the Company, where such circumstances have caused economical problems for the Company or contributed to a deterioration of the Company's economical situation. Nor does the security cover claims from financial institutions, credit institutions, insurance companies, investment companies,

securities funds and other undertakings for collective management, or from pension funds/reserve, as well as from companies in the same group of companies as the Company.

## **15. MEASURES AGAINST MONEY LAUNDERING (AML)**

On establishing a business relationship, the client, by way of identification control shall document his/her/its identity and specify and document any powers of attorney or authority to represent others so that the Company at all times can satisfy its obligations pursuant to the rules and regulations arising from measures against money laundering, as applicable at any time.

The client is aware that the Company is or may be obliged to provide public authorities with all relevant information related to the business relationship with the client, or to individual transactions. This may be done without the client being informed that such information has been provided.

## **16. DUTY TO PROVIDE INFORMATION TO AUTHORITIES AND OTHERS**

Notwithstanding the statutory obligation to observe confidentiality, the Company will furnish information on the client, the client's transactions, and the balance of the client's account etc. to public bodies that might demand such information pursuant to law or regulations.

The client is assumed to have agreed to such confidential information that is subject to confidentiality being also furnished to market places, clearing houses etc. that might request such information pursuant to law, regulations or other rules laid down for these bodies. Similarly, the client is assumed to have agreed to such information being furnished to the Ethics Council of the Association of Norwegian Stockbroking Companies (Norges Fondsmeglerforbunds etiske råd) or the Banks' Appeal Board (Bankklagenemnda) where this might be needed to deal with complaints.

## **17. AMENDMENTS**

The Company reserves the right to amend these General Terms and Conditions. Amendments of significance are effective from the date they are advised in writing to the client. The client is deemed to have accepted to receive notifications on amendments by e-mail if the client has notified the Company of an e-mail address. Other amendments shall be effective as of the date they are made available on the Company's web page. Amendments

will not apply to orders, transactions etc. that are entered into or executed before notification of the additions or amendments has been provided.

## **18. NOTIFICATIONS, LANGUAGE AND POWERS OF ATTORNEY**

The client's written notifications shall be sent by mail, fax, or, subject to agreement, by SWIFT or some other form of electronic communication. Notifications sent by fax shall be confirmed by means of the original letter, unless otherwise stated in these General Terms and Conditions. To the extent the client knows or should know which unit in the Company is the correct recipient, the notification must be sent to such unit and will in the opposite case not be deemed to have been received by the Company. The client may when communicating with the Company use the Norwegian or English language.

On establishing the business relationship, the client shall advise the Company of his/her/its address, telephone number(s), fax number(s), and possible electronic addresses, and any holders of powers of attorney. The same applies to cash deposit accounts with a bank, and securities accounts with VPS or similar rights registers. The Company is to be notified without delay, in writing, of any changes.

## **19. INTERPRETATION**

In the event of inconsistency with legislation that can be deviated from by agreement, these General Terms and Conditions shall take precedence.

In the cases where reference is made to legislation, other rules, or these General Terms and Conditions, this is understood to mean legislation, rules and these Terms and Conditions as they are valid at any time.

As regards the relationship between these General Terms and Conditions and other agreements entered into between the Company and the client, refer to clause 2.

## **20. PERSONAL DATA ACT**

The Company, represented by its Compliance Officer, has the role of controller pursuant to the Personal Data Act of 14 April 2000 no. 31.

Personal data will be dealt with in compliance with the prevailing laws and regulations. The purpose of the processing of personal data is the implementation of the agreements that are entered into between the Company and the client, administration, invoicing/settlement and marketing of investment products and services.

Personal data may under a statutory duty of information be delivered to public authorities.

The client may request information on the processing made by the Company and the information that is registered, cf. section 18 of the Personal Data Act. The client may claim that incorrect or defective information is corrected and deletion of information when the purpose of the processing has been fulfilled and the information cannot be used/filed for any other purpose, cf. sections 27 and 28 of the Personal Data Act.

## **21. VENUE – JURISDICTION – DISPUTE RESOLUTION**

Any disputes arising in the client-Company relationship, including disputes that are related to these General Terms and Conditions, shall be decided in accordance with Norwegian law, with the Oslo City Court as the (non-exclusive) venue. Clients with foreign venues waive any right to oppose actions related to these General Terms and Conditions being brought before Oslo District Court. Clients with foreign venues may, regardless of the above-stated, be sued by the Company at such venue at the Company's discretionary.

Foreign clients, including Norwegians domiciled abroad, who may invoke legislation and regulations which provide protection from pursuit of legal action by the Company in relation to their obligations to the Company, waive such rights to the extent this is not in direct conflict with the legislation or regulations in question.

## **22. LANGUAGE**

The General Terms and Conditions exist in a Norwegian version and an English version. In the event of any inconsistency between these, the Norwegian version shall precede before the English version.