

Valid from 1st of January 2024

Terms and Conditions

Cyrus Corporate Finance AS (“the Company”)

These Terms and Conditions are based on Norwegian legislation and legislation in the EU and the EEA area. The Company's Clients are considered to have adopted the Terms and Conditions as binding on them with regard to the investment services and any ancillary services that the Company performs for the Client after receipt of the terms and conditions. These terms and conditions completely replace previous versions of the Terms and conditions.

1. Brief about the Company

1.1 Contact information

Cyrus Corporate Finance AS
Business register NO: 927 455 498
Address: Arbins gate 1, third floor, 0253 Oslo, Norway

Telephone: +47 468 88 219

1.2 Notifications and authorizations

The Client's written inquiries must be sent per e-mail, letter, or other electronic communication. The Client can use Norwegian or English in communication with the Company. When establishing the business relationship, the Client must notify the Company of their social security number/business register number, address, telephone number, any electronic addresses, and any proxies. Any changes must be immediately notified to the Company in writing.

1.3 Investment services and activities

The Company has licenses in accordance with the Securities Trading Act (vphl) § 2-1 (1) no.:

1. Reception and transmission of orders in relation to one or more financial instruments
2. Execution of orders on behalf of Clients

7. Placing of financial instruments without a firm commitment basis

The Company is also authorized to provide the following ancillary services cf. vphl § 2-6 (1) no.:

3. Advice to undertakings on capital structure, industrial strategy and related matters and advice and services relation to mergers and the purchase of undertakings
5. Investment research and financial analysis or other forms of general recommendation relating to transactions in financial instruments

1.4 Supervisory authority

The Company is supervised by the Norwegian Financial Supervisory Authority (Finanstilsynet).

Postal address Finanstilsynet: PO Box 1187, Sentrum 0107 Oslo, Norway

Visiting address: Revierstredet 3 0151 Oslo, Norway

Website: www.finanstilsynet.no

2. Client classification

The Company has an obligation to classify its Clients into Client categories, respectively retail Clients, professional Clients, and eligible counterparties. Provisions have been made in the legislation on how the categorization should take place.

The Company will inform all Clients in which category they are classified. The classification is important for the extent of Client protection. Greater demands are placed on, among other things, information and reporting for Client classified as retail Clients than for Clients classified as professionals. Furthermore, the Company has a duty to obtain information about the Clients in order to assess whether the service or the relevant financial instrument/product is appropriate for the Client (assessment of appropriateness). The classification is important for the scope of the test as well as for the assessment of what will constitute the "best result" when placing orders for the Client, see point 5.

The detailed specification of the client's classification follows from the client agreement.

The business terms apply to clients classified as professional clients and retail clients. Professional clients cannot invoke special rules and conditions that have been established to protect the retail clients.

The client may request the Company to change the client classification. Guidelines for Client classification may be found at www.cyruscorp.no.

3. The Client's responsibility for information provided to the Company in connection with the completion of the assessment of appropriateness

To fulfil the legal requirement to carry out an assessment of appropriateness and to be able to look after the Client's interests, the Company is obliged to obtain information from Clients. The Client undertakes to provide the Company with complete and correct information about their own knowledge of and experience from the relevant investment area, in order to understand the risks involved in relation to the requested services and financial instruments/products. The Client also undertakes to inform the Company if there are significant changes to information previously provided.

The Company is obliged to ensure that the information obtained is up to date and will therefore periodically contact the Client to obtain updated information.

The Client agrees that the Company is entitled to use the information provided by the Client as the basis for its assessment of whether the service or the financial instrument is appropriate for the Client. The Client further agrees that the Company must be given sufficient information to be able to decide whether the service or the financial instrument/product is appropriate for the Client. If the financial instrument/product is deemed not appropriate for the Client, a warning should be given. If the Company is not given sufficient information, the Client will be given a warning that the Company is not able to perform an assessment of appropriateness. The Client can choose to proceed with the transaction despite the warning.

4. Risk

The Client agrees that investments in and trading in financial instruments and other related instruments are associated with a risk of loss. The invested capital can increase or decrease in value. The value of the financial instruments depends, among other things, on fluctuations in the financial markets. Historical value development and return cannot be used as a reliable indicator of future development and return on financial instruments.

The Client must make their own evaluation of the risk associated with the relevant instrument and market in connection with the investment service.

5. Guidelines for placing orders

The Company will seek to secure the best possible conditions for the Client when placing orders on behalf of the Client. The Company has drawn up guidelines for placing orders. Trades will be carried out in accordance with these guidelines unless the Client has given specific instructions on how the trade should be carried out. In that case, the order will be executed in accordance with such instructions.

6. Audio recordings and other documentation

The Company makes statutory audio recordings of telephone conversations in connection with the investment services - including conversations that are intended to lead to the provision of investment services. Audio recordings, SMS, e-mail, video, and the like will be kept by the Company for a period that corresponds to the applicable legislation calculated from the day of recording and will normally be deleted after the end of the imposed retention period. Audio recordings with the individual Client can be found by searching, among other things, at the time of the call, telephone number and employee in the Company. The Company may be required to hand over the information to public authorities and others who may require this pursuant to law. In addition, the information may be disclosed to the Financial Complaints Board, among other things in connection with complaints from the Client, cf. Terms and conditions point 14.

Documentation of communication through communication channels other than telephone when performing the investment services will be kept in accordance with current law.

The company will, upon request from the Client, make audio recordings and other documentation available to the Client. The Client can obtain further information about the procedure by contacting the Company.

7. Liability and important information

The Company is not responsible if an unsuitable service is provided as a result of the Client providing the Company with incomplete or incorrect information, unless the Company understood or should have understood that the information was incorrect.

The Company assumes no responsibility for indirect damage or loss incurred by the Client as a result of the Client's agreement(s) with a third party being wholly or partially lapsed or not properly fulfilled.

The Company or its employees are otherwise not responsible for the Client's losses as long as the Company or its employees have fulfilled general requirements for care. In cases where the Company has used credit institutions, securities firms, clearing houses, trustees or other similar Norwegian or foreign assistants, the Company or its employees will only be responsible for the actions or omissions of these assistants if the Company has not fulfilled general requirements for diligence when selecting its assistants. If helpers as mentioned in the previous clause are used following orders or demands from the Client, the Company assumes no responsibility for errors or defaults by them.

The Company is not responsible for damage or loss caused by obstacles or other circumstances beyond the Company's control, including power cuts, errors or breaks in electronic data processing systems or telecommunications networks etc., fire, water damage, strikes, changes to the law, orders from the authorities or similar circumstances.

The Company is not responsible for those cases where delay or non-appearance is due to the monetary or securities settlement being suspended or terminated as a result of circumstances beyond the Company's control.

8. Conflicts of interest

The Company is obliged to take all appropriate measures to identify and prevent or handle conflicts of interest between the Company and the Clients and between the Clients.

The Company has guidelines and rules to ensure that the Company's business areas operate independently of each other so that conflicts of interest are avoided.

The Company also has a special duty to ensure that the Client's interests come before the Company's interests and before the interests of persons with direct or indirect control in the Company. Likewise, individual Clients must not be unfairly accommodated at the expense of

other Clients. If conflicts of interest cannot be avoided or there is a risk that the Client's interests will suffer due to a conflict of interest, the Company will inform the Client of the general nature of the conflict of interest and/or the cause of the conflict of interest. The Client must also be informed of the measures the Company has taken to reduce conflicts of interest. This will happen before the relevant service is carried out.

If the Company has a special interest over and above the ordinary earnings, e.g. as a result of own positions of a certain extent in the financial instruments to which the advice relates, this interest will be disclosed. This, as well as the special non-disclosure provisions that apply, may mean that the Company's employees who have contact with the Client may be prevented from using or are unaware of information available in the Company that may be relevant to the Client's investment decisions. In some cases, the Client's contact person(s) in the Company will not have the opportunity to provide advice with regard to specific investments. In such cases, the Company cannot justify why it cannot give advice or execute a specific order.

The Company has drawn up written instructions to identify, handle and prevent conflicts of interest between the Company and the Client, and between the clients.

The instructions are available at www.cyruscorp.no.

9. Guarantee fund

The Company is a member of Verdipapirforetakenes sikringfond (securities companies' guarantee fund). The guarantee fund shall provide cover for claims resulting from its members' inability to repay money or return financial instruments that are kept, administered or managed by the members in connection with the provision of investment services and/or certain ancillary services. Coverage is provided with up to NOK 200,000 per Client, per case.

The guarantee does not cover claims arising from transactions covered by legally enforceable criminal convictions for money laundering or Clients who are responsible for or have benefited from conditions concerning the Company, when such conditions have caused the Company's financial difficulties or contributed to a deterioration of the Company's financial situation. The guarantee also does not cover claims from financial institutions, credit institutions, insurance companies, securities companies, mutual funds and other companies for collective management, pension funds and pension funds, as well as from any group companies of the Company.

10. Measures against money laundering

When establishing a Client relationship, the Client must go through identity checks, etc. document their identity as well as state and document any power of attorney or representation, so that the Company can at all times fulfil its obligations in accordance with rules resulting from measures against money laundering, as these apply at any time. The Client is aware that the Company is or may be obliged to provide public authorities with all relevant information relating to the Client relationship or individual transactions. This can happen without the Client being informed that such information has been provided.

11. Information to authorities and others

The Company will, regardless of the statutory duty of confidentiality, provide information about the Client, the Client's transactions, balances in the Client account and other information to the authorities that may require this in accordance with applicable law.

The Client is considered to have agreed that information which is subject to confidentiality can also be given to the marketplaces, clearinghouses etc. who may require this in accordance with the law, regulations or other rules laid down for these bodies.

12. Changes

The Company reserves the right to change the Terms and Conditions. Significant changes take effect from the time they are notified to the Client in writing. The Client is considered to have accepted receiving notification of changes by e-mail if the Client has provided an e-mail address to the Company. Other changes take effect from the time they are published on the Company's website. Changes will not have an effect on trades, transactions, etc. which have been entered or completed before the time of notification of the changes.

13. Interpretation

In the event of conflict with legislation that can be waived by agreement, the Business Terms shall take precedence.

In cases where reference is made to legislation, other rules or these terms, this shall be understood as these laws, rules and terms apply at all times.

14. Complaint processing

Any complaints of a more serious nature should be reported in writing to the complaint handling officer in the Company, although an initial contact can be made verbally. The complaint can be combined with a claim for financial compensation if the client has suffered a financial loss due to incorrect execution/handling by the Company. Losses due to negative development in the value of the securities portfolio as a result of a general negative market development are not subject to financial compensation. Complaints will be dealt with as soon as possible, and within 30 days.

The person responsible for handling complaints at the Company is the Compliance Officer. For private individuals, it is also possible to contact the Financial Complaints Board, telephone 23 13 19 60, or via the Internet www.finkn.no. Processing in the Financial Complaints Board is free of charge.

15. Processing of personal data

The managing director and the Company's board of directors are responsible for processing personal data according to the Personal Data Act. Personal data will be processed in accordance with applicable laws and regulations. The purpose of the processing of personal data is the implementation of the agreements entered into between the Company and the client.

Personal data may be disclosed to public authorities by statutory disclosure obligation. The client can request information about what processing the Company carries out and what information is registered. The client can demand correction of incorrect or incomplete information, as well as demand deletion of information when the purpose of the processing has been completed and the information cannot be used/archived for another purpose.

16. Venue – choice of law – dispute resolution

Disputes in the relationship between the client and the Company, including disputes in connection with the Business Terms and Conditions shall be resolved under Norwegian law with the Oslo Tingrett as (non-exclusive) venue.

Foreign Clients, including Norwegians resident abroad, who can invoke laws or regulations that provide protection against prosecution by the Company in relation to their obligations to

the Company, waive this right as long as this is not in direct conflict with the relevant laws or regulations.

17. Language

The Company's business language is English. The terms and conditions are only available in the English version.