

# Nordea

In favour of the remaining shareholders of Spir Group ASA

Date: 2 March 2026

## **BANK GUARANTEE NO. 00401-02-0710077 IN CONNECTION WITH THE COMPULSORY ACQUISITION OF ALL SHARES IN SPIR GROUP ASA**

In connection with the compulsory acquisition made by Bidco Clover AS (registration number 836 277 902) (the "**Acquirer**") in respect of all the issued and outstanding shares in Spir Group ASA (registration number 823 843 542) (the "**Company**") not already owned by the Acquirer (the "**Minority Shares**"), in accordance with section 4-25 of the Norwegian Public Limited Liability Companies Act, cf. section 6-22 of the Norwegian Securities Trading Act (the "**Compulsory Acquisition**"), and further at the request and for the account of the Acquirer, we, Nordea Bank Abp, filial i Norge (registration number 920 058 817) (a branch of Nordea Bank Abp, Finnish Business Identity Code 2858394-9) ("**Nordea**"), unconditionally guarantee as for our own debt (in Norwegian: "*selvskyldnergaranti*"), the payment of NOK 8.567 per Minority Share to the former shareholders of the Company (whose Minority Shares have been subject to the Compulsory Acquisition) the correct settlement of the price per Minority Share in respect of the Compulsory Acquisition.

Our liability under this guarantee is limited to the Maximum Principal Guarantee Amount (as defined below), plus statutory default interest (currently 12 per cent per annum) for late payment for a period of up to four (4) weeks from the latest date of settlement for the Minority Shares acquired by the Acquirer under the Compulsory Acquisition (the "**Guarantee Period**"). To the extent that any decision to change the Norwegian default interest is adopted by the Financial Supervisory Authority of Norway pursuant to the Norwegian Act on Interest on Late Payments of 17 December 1976 no. 100 and appurtenant regulations within the Guarantee Period, such changed default interest is comprised by this guarantee. No other claims will be covered by this guarantee.

As used herein, the term "**Maximum Principal Guarantee Amount**" means: NOK 110,039,876.674, which is equal to the maximum amount payable by the Acquirer for the Minority Shares pursuant to the compulsory acquisition price of NOK 8.567 per Minority Share, multiplied by the number of Minority Shares (12,844,622 Minority Shares) not already owned by the Acquirer.

Claims under this guarantee may be made only after 18 May 2026 (the latest date of settlement) in accordance with the terms of the Compulsory Acquisition and must be received by us before 16:30 hours (CEST) on 16 June 2026, after which time this guarantee lapses, and shall be returned to Nordea at the address specified below.

Claims under this guarantee shall be made in writing or by e-mail to:

### **Nordea Bank Abp, Filial i Norge**

Postal address: Postboks 1166 Sentrum  
0107 Oslo, Norway  
Attn.: Guarantee team

[tfguarantee.no@nordea.com](mailto:tfguarantee.no@nordea.com) (if by e-mail)

Visiting address: Essendrops gate 7  
0368 Oslo, Norway

Where any Minority Shares are registered as held by a nominee in the Norwegian Central Securities Depository any claim under this guarantee must be made by such nominee. If the claim is made by a nominee, it must state the name and addresses of the underlying shareholder(s) on behalf of whom the claim is made.

Claims under this guarantee shall be accompanied by:

- a) a written statement signed by the claimant stating:

Nordea Bank Abp,  
filial i Norge  
Trade Solutions

Postal address:  
P.O. Box 1166 Sentrum  
NO-0107 Oslo

Visiting address:  
Essendrops gate 7,  
Oslo

Tel  
SWIFT  
Email

+47 46931615  
NDEANOKK  
[tfguarantee.no@nordea.com](mailto:tfguarantee.no@nordea.com)

Nordea Bank Abp, filial i Norge, Essendrops gate 7, PO box 1166 Sentrum, 0107 Oslo, Norway, 92005817 MVA (Norwegian Register of Business Enterprises)  
Nordea Bank Abp, Helsinki, Finland, 2858394-9 (Finnish Patent and Registration Office)



# Nordea

- i. the number of Minority Shares held by the claimant (the "**Claimant's Minority Shares**") at the time of the implementation of the Compulsory Acquisition;
  - ii. that the claimant has not received payment for the Claimant's Minority Shares on the due date for such payment.
- b) evidence that the claimant was the owner of record of the Claimant's Minority Shares at the time of implementation of the Compulsory Acquisition in the form of a notice from the Norwegian Central Securities Depository showing the transfer of the Claimant's Minority Shares to the Acquirer.

Upon receipt of a claim accompanied by the required documentation, payment will be made to the claimant.

Pursuant to section 6-3 (2) cf. section 6-10 of the regulations to the Norwegian Securities Trading Act of 29 June 2007 no. 876 regarding inter alia the requirements for guarantees in respect of voluntary offers, the Maximum Principal Guarantee Amount may be reduced proportionally by the amount corresponding to the number of Minority Shares in respect of which final settlement has been completed by the Acquirer pursuant to the terms of Compulsory Acquisition, including a corresponding portion of the amount included in the Maximum Principal Guarantee Amount to cover late payment interest, provided that the Financial Supervisory Authority of Norway approves it.

This guarantee shall have a term from the start of the date of this guarantee and until the above stipulated deadline for making claims under the guarantee.

This guarantee shall be governed by and construed in accordance with Norwegian law.

For and on behalf of Nordea Bank Abp, Filial i Norge

  
**Lise Moen**  
AC 14851

  
**Karete Gundersen**  
AC 03884

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Lise Moen

Senior Trade Finance Customer Specialist

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Karete Gundersen

Trade Finance Customer Specialist