

DATED _____ 12 February 2019

Merzell Holding AS

and

EU Supply Plc

CONFIDENTIALITY AGREEMENT

| eu-supply.com |

EU Supply Plc

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CONTENTS

Clause	Heading	Page
1	Interpretation	1
2	Confidential Information	3
3	Confidentiality obligations	4
4	Permitted disclosure	4
5	Mandatory disclosure	5
6	Return or destruction of Confidential Information	5
7	Authorised Contact	6
8	Reservation of rights and acknowledgement	6
9	Inadequacy of damages	7
10	No obligation to continue discussions	7
11	Ending discussions and duration of confidentiality obligations	7
12	Standstill	7
13	Inside Information	8
14	No partnership or agency	9
15	General	9
16	Notices	10
17	Governing law And Jursidiction	10

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BETWEEN

- (1) Merzell Holding AS incorporated and registered in Norway with business ID 980 921 565 whose registered office is at Karihaugveien 89, 1086 Oslo, Norway (**Bidder**).
- (2) EU Supply Plc incorporated and registered in England and Wales with company number 08513444 whose registered office is at 10 Queen Street Place, London EC4R 1AG (**Company**).

BACKGROUND

- (A) The parties intend to enter into discussions relating to the Proposed Transaction which will involve the disclosure of Confidential Information by both parties.
- (B) The parties have agreed to comply with this Agreement in connection with the disclosure and use of Confidential Information.

together the **Parties AGREE**:

1 INTERPRETATION

1.1 Definitions:

Bidder Contact(s)	Authorised	has the meaning given in clause 7.2.
Business Day		a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business.
City Code		the UK City Code on Takeovers and Mergers.
CJA		Part V of the Criminal Justice Act 1993
Company Contact(s)	Authorised	has the meaning given in clause 7.1.
Confidential Information		has the meaning given in clause 2.
Copies		copies of Confidential Information including any document, electronic file, note, extract, analysis, study, plan, compilation or any other way of representing or recording and recalling information which contains, reflects or is derived or generated from Confidential Information.
Dataroom		any online dataroom prepared by either party and / or its Representatives to which the Recipient and such of its Representatives shall be granted access in connection with the Proposed Transaction.
Disclosing Party		the party who is disclosing the Confidential Information.
Group		in relation to a company, that company, any subsidiary or holding company from time to time of that company, and any subsidiary from time to time of a holding company of that company. Each company in a Group is a member of the Group.

Irretrievable Copies	Computer	has the meaning given in clause 3.1.4.
MAR		the Market Abuse Regulation (Regulation 596/2014).
Offer		has the meaning given in the City Code.
Permitted Finance Provider		a provider or prospective provider of finance to the Bidder or its Representatives in connection with the Proposed Transaction.
Proposed Transaction		the potential Offer for the entire issued share capital of the Company by the Bidder or any member of its Group.
Recipient		the party to whom Confidential Information has been disclosed.
Representative(s)		being: <ul style="list-style-type: none"> (a) the officers and employees of a party (and/or any member of its Group) that are directly concerned with the Proposed Transaction and need to know the Confidential Information for the Proposed Transaction; (b) the professional advisers or consultants of a party (and/or any member of its Group) who are engaged to advise that party (and/or any member of its Group) in connection with the Proposed Transaction; (c) any other person to whom the other party agrees in writing that Confidential Information may be disclosed in connection with the Proposed Transaction; and (d) any Permitted Finance Providers.
Takeover Panel		the UK Panel on Takeovers and Mergers.

1.2 Interpretation

- 1.2.1 A reference to a statute or statutory provision is a reference to it as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted.
- 1.2.2 Any words following the terms including, include, in particular, for example or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
- 1.2.3 A reference to writing or written excludes fax but not email.
- 1.2.4 A reference to a company shall include any company, corporation or other body corporate, wherever and however incorporated or established.
- 1.2.5 A reference to a holding company or a subsidiary means a holding company or a subsidiary (as the case may be) as defined in section 1159 of the Companies Act 2006 and a company shall be treated, for the purposes only of the membership requirement

contained in section 1159(1)(b) and (c), as a member of another company even if its shares in that other company are registered in the name of:

- (a) another person (or its nominee) by way of security or in connection with the taking of security; or
- (b) its nominee.

1.2.6 Any obligation on a party not to do something includes an obligation not to allow that thing to be done.

2 CONFIDENTIAL INFORMATION

2.1 Confidential Information means all confidential or proprietary information (however recorded or preserved) relating to the Proposed Transaction which either party or their Representatives or any member of their Group or their Representatives directly or indirectly discloses, or makes available (in any form or medium), to the Recipient or its Representatives or any member of its Group or their Representatives on or after the date of this Agreement. This includes:

2.1.1 all confidential or proprietary information relating to:

- (a) the business, affairs, customers, clients, suppliers or plans intentions, or market opportunities of either party or any member of its Group; and
- (b) the operations, processes, product information, know-how, technical information, designs, trade secrets or software of either party or of any member of its Group;

2.1.2 all information in the Dataroom;

2.1.3 any information, findings, data or analysis derived from Confidential Information and / or the Dataroom and / or from visit(s) and / or inspection(s) made by the Recipient and / or its Representatives of the Disclosing Party's premises or offices; and

2.1.4 any other information that is identified by the Disclosing Party as being of a confidential or proprietary nature,

but excludes any information referred to in clause 2.2.

2.2 Information is not Confidential Information if:

2.2.1 it is, at the date of disclosure, or becomes, generally available to the public other than as a direct or indirect result of the information being disclosed by the Recipient or its Representatives or by any member of the Recipient's Group or their Representatives in breach of this Agreement (except that any compilation of otherwise public information in a form not publicly known shall still be treated as Confidential Information);

2.2.2 the parties agree in writing that the information is not confidential;

2.2.3 it was known by the Recipient or its Representatives prior to the date of this Agreement (except for any information provided to it by the Disclosing Party in contemplation of this Agreement) or was known by the Recipient or its Representatives prior to the date of disclosure by the Disclosing Party;

2.2.4 it is independently developed by a Recipient without the use of Confidential Information of the Disclosing Party; or

2.2.5 it becomes available to the Recipient or its Representatives on a non-confidential basis from a third party who is not bound by any confidentiality, fiduciary or other obligation to the Disclosing Party.

3 CONFIDENTIALITY OBLIGATIONS

3.1 In return for the Disclosing Party making Confidential Information available to the Recipient, the Recipient undertakes to the Disclosing Party that it shall:

3.1.1 keep the Confidential Information secret and confidential;

3.1.2 not use or exploit the Confidential Information in any way except to facilitate discussions relating to, evaluate, negotiate, advise upon or implement the Proposed Transaction;

3.1.3 not directly or indirectly disclose or make available any Confidential Information (or allow it to be disclosed) in whole or in part to any person, except as expressly permitted by, and in accordance with this Agreement or with the prior written consent of the Disclosing Party;

3.1.4 not make any Copies except as strictly necessary for the Proposed Transaction. Any such Copies shall be the property of the Disclosing Party. This restriction shall not operate to prevent the copying of Confidential Information held on a computer system, word processor or other device capable of containing Confidential Information where such copying occurs in the usual course of back ups or archiving of that computer system, word processor or other device capable of containing Confidential Information or which is otherwise not readily and reasonably retrievable ("**Irretrievable Computer Copies**");

3.1.5 not use, reproduce, transform or store the Confidential Information in an externally accessible computer or electronic information retrieval system or transmit it in any form or by any means outside its usual place of business;

3.1.6 apply the same security measures and degree of care to the Confidential Information as the Recipient applies to its own confidential information, which the Recipient warrants as providing adequate protection from unauthorised disclosure, copying or use; and

3.1.7 inform the Disclosing Party as soon as reasonably practicable on becoming aware that any person has obtained Confidential Information other than as permitted by this Agreement as a result of Recipients' breach of the Agreement or otherwise.

3.2 The Recipient shall establish and maintain adequate security measures to safeguard the Confidential Information from unauthorised access or use.

3.3 The Recipient, or any of its Representatives or members of its Group who receive Confidential Information on the basis set out clause 4.1, may make only such Copies as are reasonably necessary for the Proposed Transaction and shall:

3.3.1 ensure that all Copies supplied to it or made by it can be separately identified from its own information; and

3.3.2 operate procedures to ensure that all Copies within its control are protected against theft or unauthorised access.

4 PERMITTED DISCLOSURE

4.1 The Recipient may disclose the Confidential Information to its Representatives, any member of its Group or their Representatives on the basis that it:

- 4.1.1 informs those Representatives, members of its Group or their Representatives of the confidential nature of the Confidential Information before it is disclosed; and
 - 4.1.2 procures that those Representatives, members of its Group or their Representatives comply with the confidentiality obligations in clause 3.1 as if they were the Recipient.
- 4.2 The Recipient shall be liable for the actions or omissions of the Representatives, any member of its Group or their Representatives in relation to the Confidential Information as if they were the actions or omissions of the Recipient.

5 MANDATORY DISCLOSURE

- 5.1 Subject to the provisions of this clause 5, the Recipient may disclose Confidential Information to the minimum extent required by:
- 5.1.1 an order of any court of competent jurisdiction or any regulatory, judicial, governmental or similar body or any taxation authority of competent jurisdiction (including, without limitation, the Takeover Panel or any securities exchange);
 - 5.1.2 the rules of any listing authority or stock exchange on which its shares are listed or traded; or
 - 5.1.3 the laws or regulations of any country to which its affairs are subject.
- 5.2 Before the Recipient discloses any Confidential Information pursuant to clause 5.1 it shall, to the extent permitted by law and as far as it is practicable to do so:
- 5.2.1 inform the Disclosing Party of the full circumstances of the disclosure and the information that will be disclosed, and to take into account the Disclosing Party's reasonable requirements as to the timing, content and manner of making the disclosure;
 - 5.2.2 consult with the Disclosing Party, as reasonably and legally permitted, as to possible steps to avoid or limit disclosure;
 - 5.2.3 gain assurances, as reasonably and legally permitted, as to confidentiality from the body to whom the information is to be disclosed; and
 - 5.2.4 where the disclosure is by way of public announcement, take into account the Disclosing Party's reasonable requirements as to the timing, content and manner of making the announcement.
- 5.3 If the Recipient is unable to inform the Disclosing Party before Confidential Information is disclosed pursuant to clause 5.1 it shall, to the extent permitted by law, inform the Disclosing Party of the full circumstances of the disclosure and the information that has been disclosed immediately after such disclosure has been made.
- 5.4 The Recipient acknowledges that it and/or the Disclosing Party may have certain announcement obligations under the City Code in relation to the Proposed Transaction. Any such required announcement will not be deemed to be a breach of clause 3.1.

6 DESTRUCTION OF CONFIDENTIAL INFORMATION

- 6.1 If so requested by the Disclosing Party at any time by notice in writing to the Recipient, the Recipient and its Representatives shall promptly, and in any event within 10 Business Days after the receipt of such written request:
- 6.1.1 destroy all documents and materials (and any Copies) containing, reflecting, incorporating or based on the Disclosing Party's Confidential Information;

- 6.1.2 erase all the Confidential Information from its computer and communications systems and devices used by it, or which is stored in electronic form;
 - 6.1.3 to the extent technically and legally practicable, erase all the Confidential Information and all Copies which are stored in electronic form on systems and data storage services provided by third parties (save for Irretrievable Computer Copies); and
 - 6.1.4 upon the request of the Disclosing Party, certify in writing (such confirmation to be signed by a duly authorised officer of the Recipient) to the Disclosing Party that it, and any person to whom it has disclosed Confidential Information in accordance with clause 4.1 of this Agreement, has complied with the requirements of this clause 6.1.
- 6.2 Nothing in clause 6.1 shall require the Recipient or its Representatives to destroy any documents and materials containing or based on the Confidential Information that the Recipient or its Representatives are required to retain by applicable law, or to satisfy the requirements of a regulatory authority or securities exchange or body of competent jurisdiction or the rules of any listing authority or stock exchange, to which it is subject. The provisions of this Agreement shall continue to apply to any documents and materials retained by the Recipient or its Representatives pursuant to this clause 6.2.

7 AUTHORISED CONTACTS

- 7.1 All communications with the Company concerning the Proposed Transaction shall be addressed to Thomas Beergrehn (Thomas.Beergrehn@eu-supply.com) and copied to Tom Griffiths (tom.griffiths@stockdalesecurities.com) and David Coaten (david.coaten@stockdalesecurities.com) at Stockdale Securities Limited (**Company Authorised Contact(s)**).
- 7.2 All communications with the Bidder concerning the Proposed Transaction shall be addressed to Joar Welde (Joar.Welde@vikingventure.com) (**Bidder Authorised Contact(s)**).
- 7.3 Except with the prior written consent of the Company or the Bidder, neither the Bidder or the Company (as the case may be) nor anyone acting on their behalf, shall contact or communicate with any officers, employees, consultants, advisers, landlords, bankers, customers, clients or suppliers of the (i) Company or any member of its Group or (ii) Bidder or any member of its Group in connection with the Proposed Transaction, except for the Company Authorised Contact or the Bidder Authorised Contact (as the case may be).
- 7.4 Nothing in this Agreement shall prevent the Recipient or any of its Representatives from conducting any commercial, market or other similar diligence process in connection with the Proposed Transaction as long as it is conducted through a third party on a no-names basis.

8 RESERVATION OF RIGHTS AND ACKNOWLEDGEMENT

- 8.1 The Disclosing Party reserves all rights in its Confidential Information. The disclosure of Confidential Information by the Disclosing Party to the Recipient does not give the Recipient or any other person any licence or other right in respect of any Confidential Information beyond the rights expressly set out in this Agreement.
- 8.2 The Recipient acknowledges that the Confidential Information may not be accurate or complete and the Disclosing Party makes no express or implied warranty or representation concerning its Confidential Information, including but not limited to the accuracy or completeness of the Confidential Information.
- 8.3 The disclosure of Confidential Information by the Disclosing Party shall not form any offer by, or representation or warranty on the part of, the Disclosing Party to enter into any further agreement with the Recipient.

9 INADEQUACY OF DAMAGES

Without prejudice to any other rights or remedies that the Disclosing Party may have, the Recipient acknowledges and agrees that damages alone may not be an adequate remedy for any breach of the terms of this Agreement. Accordingly, the Disclosing Party shall be entitled to seek the remedies of injunctions, specific performance or other equitable relief for any threatened or actual breach of this Agreement by the Recipient in addition to any other remedies available to the Disclosing Party at law or in equity.

10 NO OBLIGATION TO CONTINUE DISCUSSIONS

Nothing in this Agreement shall impose an obligation of either party to continue discussions or negotiations in connection with the Proposed Transaction, or an obligation on either party or any member of its Group to disclose any information (whether Confidential Information or otherwise).

11 ENDING DISCUSSIONS AND DURATION OF CONFIDENTIALITY OBLIGATIONS

- 11.1 If either party decides not to continue to be involved in the Proposed Transaction with the Recipient, it shall notify the other party in writing as soon as reasonably practicable.
- 11.2 Notwithstanding the end of discussions between the parties in relation to the Proposed Transaction pursuant to clause 11.1, each party's obligations under this Agreement shall continue in full force and effect until the earlier of (i) two (2) years from the date of this Agreement or (ii) completion of the Proposed Transaction.
- 11.3 The end of discussions relating to the Proposed Transaction shall not affect any accrued rights or remedies to which either party is entitled.

12 STANDSTILL

- 12.1 Without prejudice to any obligations which the Bidder may have under the City Code and other than pursuant to the Proposed Transaction, for the period of one (1) year from the date of this Agreement, the Bidder shall not, and shall procure that no member of its Group shall, either alone or with other persons, directly or indirectly without the Company's prior written consent:
- 12.1.1 discuss with or disclose to any person other than the Bidder's Representatives (i) the fact that the Bidder is considering the Proposed Transaction (ii) that any discussions and negotiations are taking place concerning the Proposed Transaction and the status of those discussions and negotiations and (iii) the existence and terms of this Agreement;
- 12.1.2 acquire, procure or induce any other person to acquire any interest of any kind whatsoever in the securities of the Company (**Company Securities**) or enter into any agreement, arrangement or understanding (whether legally binding or not) or do or omit to do any act as a result of which it or any other person may acquire such an interest in the Company Securities; or
- 12.1.3 make, procure or induce any other person to make any Offer for all or any of the Company Securities, or enter into any agreement, arrangement or understanding (whether legally binding or not), or do or omit to do any act as a result of which it or any other person may become obliged (whether under the City Code or otherwise) to make an Offer for all or any of the Company Securities; or
- 12.1.4 announce, procure or induce any other person to announce any Offer for all or any of the Company Securities, or enter into any agreement, arrangement or understanding (whether legally binding or not), or do any act as a result of which it or any other person may become obliged (whether under the City Code or otherwise) to announce an Offer for all or any of the Company Securities; or

- 12.1.5 enter into any agreement, arrangement or understanding (whether legally binding or not) which imposes (directly or indirectly) obligations or restrictions on any party to such agreement, arrangement or understanding with respect to the exercise of voting rights attaching to any of the Company Securities.
- 12.2 The restrictions in clause 12.1 shall not apply:
- 12.2.1 so as to prevent any of the Bidder's advisers from taking any action in the normal course of that person's investment or advisory business, provided such action is not taken on the instructions of, or otherwise in conjunction with or on behalf of, the Bidder or anyone else in receipt of Confidential Information;
- 12.2.2 from the time any Offer by the Bidder for all or part of the share capital of the Company is publicly announced, provided that at the time of such announcement, such Offer is recommended by the directors of the Company (other than directors taking no part in the recommendation by reason of conflict of interest);
- 12.2.3 so as to prevent the Bidder, or any member of its Group or any of its or its Group's Representatives, from acquiring any company which holds, or is interested in, any Company Securities except where the principal reason for the purchase is to acquire an interest in the Company Securities;
- 12.2.4 if either (i) an announcement under Rule 2.4 of the City Code is made in respect of a possible offer for the Company by a third party or (ii) any third party makes, or announces pursuant to Rule 2.7 of the City Code a firm intention to make, an offer, in each case to acquire shares carrying over 50 per cent. of the voting rights (as defined in the City Code) of the Company (including by way of scheme of arrangement);
- 12.2.5 if any third party shall have become interested in shares in the Company carrying 30 per cent. or more of the votes ordinarily exercisable at general meetings of the Company;
- 12.2.6 a Rule 2.4 announcement is made by the Company which includes (without the Bidder's prior consent) the price per share that the Bidder is prepared to pay for the Company;
- 12.2.7 if any bona fide potential offeror makes, or announces a binding agreement to make, an acquisition of all or substantially all of the undertakings, assets or business of the Company;
- 12.2.8 the Company enters into an "offer period" (as such term is defined in the City Code);
- 12.2.9 the Company enters into a non-disclosure agreement with a potential offeror which contains terms that are materially less restrictive on the potential offeror than the restrictions on the Bidder set out in this clause 12 (in which case the Company shall notify the Bidder of such event promptly); or
- 12.2.10 so as to prevent the Bidder from contacting any shareholders of the Company solely for the purpose of procuring that such shareholders enter into irrevocable undertakings or letters of intent with the Bidder prior to a Rule 2.7 announcement being released in connection with the Proposed Transaction.
- 12.3 In this clause 12, references to an interest in the Company Securities shall be interpreted in accordance with the definition of "interests in securities" in the Takeover Code.

13 INSIDE INFORMATION

- 13.1 Both parties acknowledge that some or all of the Confidential Information and the fact that both parties are considering the Proposed Transaction may in whole or in part constitute inside information for the purposes of the CJA and MAR and that any Representatives or any members of its Group (and their Representatives) who are in, or acquire, possession of

Confidential Information may have information as an insider for the purposes of the CJA and inside information for the purposes of MAR. Both parties consent to receiving such information and shall bring to the attention of their Representatives any member of its Group (and their Representatives) who, from time to time receive any such inside information, the prohibitions on insider dealing contained in the CJA and the prohibitions on market abuse set out in MAR.

- 13.2 Both parties shall not (and shall procure that none of their Representatives shall):
- 13.2.1 make any use of the Confidential Information for the purposes of dealing or encouraging another person to deal in any securities of the other party; or
 - 13.2.2 engage in insider dealing (within the meaning of the CJA or MAR) or any other behaviour amounting to market abuse within the meaning of MAR based on any Confidential Information.
- 13.3 Each party acknowledges and confirms that it is aware of its obligations under all applicable law and regulations relating to unpublished, price-sensitive information.

14 NO PARTNERSHIP OR AGENCY

- 14.1 Nothing in this Agreement is intended to, or shall be deemed to, establish any partnership or joint venture between the parties, constitute any party the agent of another party, or authorise any party to make or enter into any commitments for or on behalf of any other party.
- 14.2 Each party confirms it is acting on its own behalf and not for the benefit of any other person.

15 GENERAL

- 15.1 Unless otherwise specified, all costs in connection with the negotiation, preparation, execution and performance of this Agreement (and any documents referred to in it) and the consideration or evaluation of the Confidential Information shall be borne by the party that incurred the costs.
- 15.2 Neither party shall assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any of its rights and obligations under this Agreement, except that either party may assign this Agreement to another member of its Group.
- 15.3 This Agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.
- 15.4 Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Agreement. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this Agreement.
- 15.5 No variation of this Agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).
- 15.6 No failure or delay by a party to exercise any right or remedy provided under this Agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.
- 15.7 If any provision or part-provision of this Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this Agreement.

- 15.8 Unless it expressly states otherwise, this Agreement does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement.
- 15.9 The rights of the parties to rescind or vary this Agreement are not subject to the consent of any other person.
- 15.10 This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement.

16 NOTICES

- 16.1 Any notice or other communication given to a party under or in connection with this Agreement shall be in writing and shall be delivered by hand or sent by pre-paid first-class post or other next working day delivery service or sent by email to the address as set out below:
- 16.1.1 Mercell Holding AS: FAO Joar Welde, Karihaugveien 89, 1086 Oslo, Norway, Joar.Welde@vikingventure.com
- 16.1.2 EU Supply Plc: FAO Thomas Beergrehn, 10 Queen Street Place, London EC4R 1AG, Thomas.Beergrehn@eu-supply.com
- 16.2 Any notice or communication shall be deemed to have been received:
- 16.2.1 if delivered by hand, when left at the address and for the contact referred to in clause 16.1;
- 16.2.2 if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting; or
- 16.2.3 if sent by email, at the time of transmission, or, if this time falls outside business hours in the place of receipt, when business hours resume. In this clause 16.2.3, business hours means 9.00am to 5.00pm Monday to Friday on a day that is not a public holiday in the place of receipt.
- 16.3 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

17 GOVERNING LAW AND JURISDICTION

- 17.1 This Agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.
- 17.2 Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this Agreement or its subject matter or formation.

This Agreement has been entered into on the date stated at the beginning of it.

Signed by  for and on) Joar Welde
behalf of **Mercell Holding AS**

Signed by _____ for and on
behalf of EU Supply Plc

) *Thomas Bergrein*
THOMAS BERGREIN