

## ACCEPTANCE FORM FOR ALL SHAREHOLDERS

To be used for accepting the tender cash offer by Minerva Topco AS (the "Offeror") on the terms and conditions set out in the Offer Document dated 29 November 2023 to purchase all outstanding Shares in Mintra Holding AS for NOK 3.50 per Share. Capitalized terms used in this Acceptance Form shall have the same meaning as set out in the Offer Document. **Shareholders of the Company must rely upon their own examination of the Offer Document. Each Shareholder should study this Offer Document carefully in order to be able to make an informed and balanced assessment of the Offer and the information that is discussed and described herein. The Offer document is available on <https://www.nordea.com/en/issuances>.** Properly completed and signed Acceptance Forms may be sent by e-mail or post to the Receiving Agent, at the following address:

**Return to Nordea Bank Abp, filial i Norge:**

<b>If by email:</b>	<b>If by post:</b>	<b>If by hand:</b>
E-mail: <a href="mailto:nis@nordea.com">nis@nordea.com</a>	Nordea Bank Abp P.O. Box 1166 Sentrum NO-0107 Oslo Norway	Essendrops gate 7 NO-0368 Oslo Norway

Shareholdings in Mintra Holding AS registered with the VPS on 29 November 2023			
VPS account:	Number of Shares:	Bank account registered in VPS:	Rights holder registered:

**Acceptance deadline**

**THIS ACCEPTANCE FORM MUST BE RECEIVED BY NORDEA BANK ABP, FILIAL I NORGE, THE RECEIVING AGENT, BEFORE 13 DECEMBER 2023 AT 16:30 (CET), SUBJECT TO EXTENSION OF THE OFFER PERIOD.** SHAREHOLDERS WITH SHARES REGISTERED ON MORE THAN ONE VPS ACCOUNT WILL RECEIVE ONE ACCEPTANCE FORM FOR EACH ACCOUNT AND MUST SUBMIT A SEPARATE ACCEPTANCE FORM FOR THE SHARES IN EACH ACCOUNT. THE OFFEROR RESERVES THE RIGHT TO REJECT ANY ACCEPTANCE OF THE OFFER WHICH IS NOT IN PROPER FORM, OR WHICH MAY BE UNLAWFUL. PLEASE NOTE THAT IF THE OFFER PERIOD AS DESCRIBED IN THE OFFER DOCUMENT IS EXTENDED, THE ACCEPTANCE DEADLINE WILL BE ADJUSTED ACCORDINGLY. The Offeror reserves the right, but shall in no event be obliged, to accept any Acceptance Form which is delivered after the expiry of the Offer Period and to treat an acceptance of the Offer as valid although the Acceptance Form has not been properly completed or is not accompanied by the required evidence of authority or is received at a place other than as set out above.

**To the Offeror and the Receiving Agent:**

- I/We confirm that I/we have received and reviewed the Offer Document and hereby accept the Offer for all my/our Shares in accordance with the terms and conditions set forth in the Offer Document. My/our acceptance includes all my/our Shares, including any Shares which I/we have acquired or will acquire prior to completion of settlement pursuant to the Offer, and which will be registered in the VPS account stated above.
- I/We accept that I/we may not sell, or in any other way dispose of, pledge, encumber, grant any option, warrant or lien over or transfer to another VPS account or to any other person the Shares covered by this acceptance (or enter into any agreement or commitment to do the same). Further, I/we irrevocably authorize the Receiving Agent to register a blocking of the Shares on the above-mentioned VPS account in favour of the Receiving Agent on behalf of the Offeror and I/we acknowledge that this acceptance is irrevocable and cannot be withdrawn after receipt by the Receiving Agent.
- I/We give the Receiving Agent irrevocable authorization and instruction to debit my/our VPS account, and to transfer the Shares covered by this acceptance to the Offeror against payment of the Offer Price upon settlement of the Offer.
- I/We acknowledge that all Shareholders' rights pertaining to the Shares covered by this Acceptance shall, to the extent permitted under Norwegian law, be vested with me/us until settlement of the Offer, at such time all Shareholders' rights will be transferred to the Offeror. I/We shall, if required, exercise all voting rights attached to our Shares to vote in favour of any resolutions to approve the Offer and any related matters (if any) and shall not vote in favour of any resolution to approve any transaction of other corporate action which is proposed in competition with, or which is otherwise reasonably likely to materially frustrate, impede or delay, the Offer.
- I/We accept that payment will be credited to my/our bank account used by the VPS for dividend payments, or the bank account stated below. For shareholders who do not hold a bank account with a Norwegian bank, payment details must be included in addition to the bank account number, such as name of the bank, IBAN, SWIFT/BIC, or similar payment codes depending on the jurisdiction where the bank account is located. If there is no record of such account in the VPS and no bank account has been stated below, I/We accept that the Receiving Agent will deposit the amounts for collection at a later stage, which shall be deemed as final settlement for the relevant Shares, and entitle the Receiving Agent to transfer the relevant Shares to the Offeror.

Fill in here (if relevant):

- |  | Bank | IBAN-number | SWIFT/BIC-code |
|--|------|-------------|----------------|
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- My/Our Shares will be transferred free of encumbrances or any other third-party rights whatsoever and with all shareholder rights attached to them. Any third party with registered encumbrances or other third-party rights over my/our Shares and/or VPS account(s) must sign the Acceptance Form and thereby waive its rights in the Shares for which the Acceptance Form relates to and approve the transfer of my/our Shares to the Offeror free of any such encumbrances and any other third-party rights whatsoever for the Acceptance to be valid.
  - The Offeror will pay my/our costs directly related to the VPS transactions in connection with my/our Acceptance of the Offer.
  - This Acceptance Form and the Offer is subject to and governed by Norwegian law with Oslo District Court as exclusive legal venue.
  - I/We represent that I/we am/are permitted by all applicable law to accept the Offer and have complied with all applicable legal requirements so that the Offer may be made to, and accepted by, me/us under the laws of all relevant jurisdictions.

Place	Date	Telephone no.	Signature *)
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\*) If signed pursuant to proxy, a proxy form or company certificate confirming the authorised signature must be enclosed.

**Rights holder(s):**

In the event that there is registered holder(s) of rights on the VPS account this is marked with a "YES" above in the right-hand box of this Acceptance Form. As rights holder the undersigned consents that the transaction is undertaken on the above-mentioned terms.

Place	Date	Telephone no.	Rights holder's signature *)
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\*) If signed pursuant to proxy, a proxy form or company certificate confirming the authorised signature must be enclosed. If more than one charge holder is registered, each of the charge holders must sign the Acceptance Form.