Lifecare ASA EXERCISE OF WARRANTS

EXERCISE FORM

Warrants: ISIN NO0013250589 New Shares: ISIN NO0013355859

<u>General information:</u> In connection with the partially underwritten rights issue (the "Rights Issue") by Lifecare ASA (the "Company") of 59,038,955 new shares at a subscription price of NOK 1.52442 per share, announced as completed on 14 June 2024 (the "Rights Issue"), the Company has issued warrants (*Nw: "frittstående tegningsretter"*) with ISIN NO0013250589 (the "Warrants"), pursuant to resolutions by the Company's extraordinary general meeting held on 16 May 2024.

The Company's extraordinary general meeting held on 17 September 2024 resolved to consolidate the Company's shares in the ratio of 13:1, whereby 13 existing shares, each with a nominal value of NOK 0.40, were consolidated to one share with a nominal value of NOK 5.20. In accordance with the terms of the Warrants, the Warrants were consolidated in the same ratio as the Company's shares (13:1), and a total of 4,193,806 Warrants are as such outstanding as of today.

Each Warrant gives the holder a right to subscribe for one (1) new share in the Company, each with a nominal value of NOK 5.20 ("New Shares"). Each Warrant gives the holder a right to subscribe for one New Share at an exercise price per share equal to the volume-weighted average price (VWAP) of the company's shares on Oslo Børs on the three last trading days prior to the first date on which the holder can exercise the Warrant in the exercise period less 30%, but in any event (i) not lower than the par value of the Company's shares (NOK 5.20) and (ii) not exceeding the subscription price in the Rights Issue (as adjusted to take into account the above-mentioned 13:1 share consolidation) plus 30% (i.e. NOK 25.76262).

Based on the criteria above, the exercise price per New Share is NOK 5.31681 (the "Exercise Price").

For a further description of the Company, its shares and the Warrants, see the latest prospectus prepared by the Company dated 3 October 2024 (the "Prospectus"), available here: https://lifecare.no/wp-content/uploads/2024/10/Prospectus-Lifecare-ASA-3-October-2024.pdf.

The notice of, and the minutes from, the Company's extraordinary general meetings, the Company's articles of association and the annual accounts and directors' reports for the last two years are available at the Company's registered office at Ytrebygdsvegen 215, 5258 Blomsterdalen, Norway. DNB Carnegie, a part of DNB Bank ASA, is acting as manager in connection with the exercise of Warrants (the "Manager").

Before exercising the Warrants, the holders should carefully read the risk factors set out in Section 2 of the Prospectus as well as other information disclosed by the Company, including financial reports.

Exercise procedure: The Warrants must be exercised by completion and submission of this exercise form (the "Exercise Form") during the exercise period, being from 09:00 hours (CEST) on 2 June 2025 until 16:30 hours (CEST) on 13 June 2025 (the "Exercise Period"). Correctly completed Exercise Forms must be received by the Manager within 13 June 2025 at 16:30 hours (CEST) at the following address or email address: DNB Carnegie, a part of DNB Bank ASA P.O. Box 1600 Sentrum, 0021 Oslo, Norway, or email: retail@dnb.no or in case of online subscriptions be registered within the end of the Exercise Period (i.e. within 13 June 2025 at 16:30 hours (CEST)). The subscriber is responsible for the correctness of the information included in the Exercise Form. Exercise Forms received after the end of the Exercise Period and/or incomplete or incorrect Exercise Forms and any subscription that may be unlawful may be disregarded at the sole discretion of the Company and/or the Manager without notice to the subscriber. The Warrants are listed and tradable on Euronext Growth Oslo, a multilateral trading facility (MTF) operated by Oslo Børs ASA, under the ticker code "LIFES". The trading in the Warrants will be halted four days before the end of the Exercise Period to facilitate settlement of exercised Warrants. The Warrants are thus tradeable until 16:30 CEST on 6 June 2025. Warrants that are not exercised to subscribe for New Shares before the end of the Exercise Period on 13 June 2025 or not sold before 6 June 2025 at 16:30 hours (CEST) will have no value and will lapse without compensation to the holder. Holders of Warrants who do not exercise their Warrants within the Exercise Period may experience dilution of their shareholding in the Company.

Listing and delivery of shares: The shares received upon exercise of Warrants will be listed on Euronext Oslo Børs under ISIN NO0013355859 and ticker code "LIFE". Shares will be delivered as soon as the New Shares have been fully paid, the share capital increase pertaining to the New Shares has been registered with the Norwegian Register of Business Enterprises, and the New Shares have been registered in the VPS. The shares may not be transferred or traded before they are fully paid and the share capital increase pertaining to the New Shares has been registered with the Norwegian Register of Business Enterprises. The Company and the Manager reserves the right to, in connection with the exercise of Warrants, deliver shares to the subscriber in the form of existing and unencumbered shares in the Company which are already listed on Euronext Oslo Børs, pursuant to share lending arrangements which may be entered into with larger shareholders of the Company, and the subscriber accepts in such case that the New Shares subscribed for will be delivered to any such lenders as settlement of any such share lending arrangement.

Subscribers who are Norwegian residents with a Norwegian personal identity number (Nw.: personnummer) are encouraged to subscribe for New Shares (through the exercise of Warrants) through the VPS online subscription system (or by following the link on www.dnb.no/emisjoner which will redirect the subscriber to the VPS online subscription system). Subscriptions made through the VPS online subscription system must be duly registered before the end of the Exercise Period.

Neither the Company nor the Manager may be held responsible for postal delays, unavailable internet lines or servers or other logistical or technical problems that may result in subscriptions not being received in time or at all by the Manager. Subscriptions are binding and irrevocable, and cannot be withdrawn, cancelled or modified by the subscriber after being received by the Manager or, in the case of subscriptions through the VPS online subscription system, upon registration of the subscription. By signing and submitting this Exercise Form, or registering a subscription through the VPS online subscription system, the subscriber confirms and warrants to have read the Exercise Form, the Prospectus as well as stock exchange announcements and other publicly available information regarding the Company, and to be eligible to subscribe for New Shares on the terms set forth herein.

Allocation of New Shares: The New Shares will be allocated to the subscribers on or about 16 June 2025. The subscribers will be allocated one (1) New Share for every Warrant exercised. Notification of allocated New Shares and the corresponding exercise amount to be paid by each subscriber are expected to be distributed in a letter from the VPS on or about 16 June 2025. Subscribers having access to investor services through their VPS account manager will be able to check the number of New Shares allocated to them from 12:00 hours (CEST) on or about 16 June 2025. Subscribers who do not have access to investor services through their VPS account manager may contact the Manager from 12:00 hours (CEST) on or about 16 June 2025, to obtain information about the number of New Shares allocated to them.

Payment: The payment for New Shares allocated to a subscriber falls due 3 business days after allocation has taken place, on or about 19 June 2025 (the "Payment Date"). By signing this Exercise Form, subscribers having a Norwegian bank account provide the Manager with a one-time irrevocable authorisation to debit the bank account specified below for the exercise amount payable for the New Shares allocated to the subscriber. The Manager is only authorised to debit such account once, but reserves the right to make up to three debit attempts, and the authorisation will be valid for up to seven business days after the Payment Date. The subscriber furthermore authorises the Manager to obtain confirmation from the subscriber has the right to dispose over the specified account and that there are sufficient funds in the account to cover the payment. If there are insufficient funds in a subscriber's bank account or if it for other reasons is impossible to debit such bank account when a debit attempt is made pursuant to the authorisation from the subscriber, the subscriber's obligation to pay for the New Shares will be deemed overdue. Subscribers who do not have a Norwegian bank account must ensure that payment with cleared funds for the New Shares allocated to them is made on or before the Payment Date. Prior to any such payment being made, the subscriber must contact the Manager on telephone number +47 915 04800 for further details and instructions. Should any subscriber have insufficient funds on his or her account, should payment be delayed for any reason, if it is not possible to debit the account or if payments for any other reasons are not made when due, overdue interest will accrue and other terms will apply as set out under the heading "Overdue and missing payments" below.

PLEASE SEE PAGE 2 AND 3 OF THIS EXERCISE FORM FOR OTHER PROVISIONS THAT ALSO APPLY TO THE SUBSCRIPTION DETAILS OF THE SUBSCRIPTION

Subscriber's VPS account	Number of Warrants		Number of Warrants exercised (by subscribing for 1 New Share per 1 Warrant exercised):						(For broker: Consecutive no.)				
WARRANTS' SECURITIES NUMBER: ISIN NO0013250589		Ļ	Exercise Price per New Share X NOK 5.31681			= NOK							
REVOCABLE AUTHORISATION TO DEBIT AC	COUNT (MUST BE COMPLETED BY S	UBSCRIBERS WITH A	NORWEGIAN	BANK ACC	COUNT)								
Norwegian bank account to be debited for the payment for New Shares allocated (number of New Shares allocated x NOK 5.31681).				(1	Norwegian	bank accour	nt no.)						

In accordance with the terms and conditions set out in this Exercise Form, I/we hereby irrevocably grant the Manager (or someone appointed by the Manager) authorisation (i) to exercise the number or Warrants and subscribe for the number of New Shares specified above, (ii) to take all actions required to exercise the Warrants and purchase and/or subscribe for New Shares allocated to me/us on my/our behalf, (iii) to take all other actions deemed required by them to give effect to the transactions contemplated by this Exercise Form, and to ensure delivery of such New Shares (or, if relevant, existing and unencumbered shares in the Company that are already listed on Euronext Oslo Børs, pursuant to share lending arrangements as described above) to me/us in the VPS, and (iv) to debit (by direct or manual debiting as described above) the specified bank account for the payment of the New Shares allocated to me/us.

By signing this Exercise Form, I/we confirm and warrant (i) to have read the Exercise Form, the Prospectus and other information about the Company that is publicly available, and that I/we are aware of the risks associated with an investment in the New Shares, and (ii) that I/we are eligible to subscribe for and purchase New Shares under the terms set forth therein, and iii) that I/we acknowledge that the Manager has not engaged any external advisors to carry out any due diligence investigations and that the Manager has not taken any steps to verify the information in the Prospectus has not been updated since 3 October 2024. By signing this Exercise Form, subscribers subject to direct debiting accept the terms and conditions for "Payment by Direct Debiting — Securities Trading" set out on page 2 of this Exercise Form.

INFORMATION ON THE SUBSCRIBER					
First name:					
Surname/company:					
Street address:					
Post code/district/ Country:					
Personal ID number/ Organisation number:					
Legal Entity Identifier ("LEI") / National Client Identifier ("NCI"):					
Nationality:					
E-mail address:					
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*Please note: if the Exercise Form is sent to the Manager by e-mail, the e-mail will be unsecured unless the subscriber itself takes measures to secure it. The Exercise Form may contain sensitive information, including national identification numbers, and the Manager recommend the subscriber to send the Exercise Form to the Manager in a secured e-mail.

ADDITIONAL GUIDELINES FOR THE SUBSCRIBER

Regulatory Issues: In accordance with the Markets in Financial Instruments Directive (MiFID II) of the European Union, Norwegian law imposes requirements in relation to business investments. In this respect, the Manager must categorise all new clients in one of three categories: Eligible counterparties, Professional clients and Non-professional clients. All subscribers subscribing for New Shares who/which are not existing clients of the Manager will be categorised as Non-professional clients. The subscriber will not be registered as a customer by the Manager for any other transaction unless and until a complete customer registration form has been completed and received by the Manager. The subscriber can by written request to the Manager ask to be categorised as a Professional client if the subscriber fulfils the provisions of the Norwegian Securities Trading Act and ancillary regulations. For further information about the categorisation, the subscriber may contact the Manager. The subscriber represents that he/she/it is capable of evaluating the merits and risks of an investment decision to invest in the Company by subscribing for New Shares, and is able to bear the economic risk, and to withstand a complete loss, of an investment in the New Shares.

The Manager will receive a consideration from the Company and will in conducting its work have to take into consideration the requirements of the Company and the interests of the investors subscribing for New Shares and the rules regarding inducements pursuant to the requirements of the Norwegian MiFID II Regulations (implementing the European Directive for Markets in Financial Instruments (MiFID

Selling and Transfer Restrictions: Persons who have registered addresses outside Norway, or who are resident in, or citizens of, countries outside Norway, may be affected by the laws of the relevant jurisdiction, and those persons should consult their professional advisers as to whether they are eligible to acquire Warrants and/or subscribe for New Shares or require any governmental or other consents or need to observe any other formalities to enable them to acquire Warrants and/or subscribe for New Shares. It is the responsibility of any person outside Norway wishing to acquire Warrants and/or or need to observe any other formalities to enable them to acquire Warrants and/or subscribe for New Shares. It is the responsibility of any person outside Norway wishing to acquire Warrants and/or subscribe for New Shares to satisfy himself/herself/itself as to the full observance of the laws of any relevant jurisdiction in connection therewith, including obtaining any governmental or other consent which may be required, the compliance with other necessary formalities and the payment of any issue, transfer or other taxes due in such territories. The Warrants and the New Shares have not been and will not be registered under the United States Securities Act of 1933, as amended (the "U.S. Securities Act"), or under the securities law of any state or other jurisdiction of the United States and may not be offered, sold, taken up, exercised, resold, delivered or transferred, directly or indirectly, within the United States, except pursuant to an applicable exemption from, or in a transaction not subject to, the registration requirements of the U.S. Securities Act and in compliance with the securities laws of any state or other jurisdiction of the United States. There will be no public offer of the Warrants and/or New Shares in the United States. The Warrants and the New Shares have not been and will not be registered under the applicable securities laws of Australia, Canada, the Hong Kong, Singapore, South Africa Japan or any other jurisdiction which would require such registration, except pursuant to an applicable exemption from applicable securities laws. This Exercise Form does not constitute an offer to sell or a solicitation of an offer to buy Warrants or New Shares in any jurisdiction in which such offer or solicitation is unlawful. The Warrants and the New Shares may not be transferred, sold or delivered in the United States, and any the proper south Africa or Japan or any other jurisdiction in which typic transfer sale or deliverance would be unlawful. A notification of exercise of Warrants and Australia, Canada, the Hong Kong, Singapore, South Africa or Japan or any other jurisdiction in which such transfer, sale or deliverance would be unlawful. A notification of exercise of Warrants and subscription of New Shares in contravention of the above restrictions may be deemed to be invalid. By acquiring Warrants and/or subscribing for New Shares, persons effecting subscriptions will be deemed to have represented to the Company that they, and the persons on whose behalf they are subscribing for the New Shares, have complied with the above selling restrictions.

<u>Execution Only:</u> The Manager will treat the Exercise Form as an execution-only instruction. The Manager is not required to determine whether an investment in the New Shares is appropriate or not for

the subscriber. Hence, the subscriber will not benefit from the protection of the relevant conduct of business rules in accordance with the Norwegian Securities Trading Act Information Exchange: The subscriber acknowledges that, under the Norwegian Securities Trading Act and foreign legislation applicable to the Manager, there is a duty of secrecy between the different

units of the Manager, as well as between other entities in the Manager's group. This may entail that other employees of the Manager or the Manager's group may have information that may be relevant to the subscriber, but which the Manager will not have access to in its capacity as Manager for the Rights Issue and in connection with the exercise of Warrants.

Information Barriers: The Manager is an investment firm that offers a broad range of investment services. In order to ensure that assignments undertaken in the Manager's corporate finance department are kept confidential, the Manager's other activities, including analysis and stock broking, are separated from the Manager's corporate finance department by information walls. The subscriber acknowledges that the Manager's analysis and stock broking activity may conflict with the subscriber's interests with regard to transactions of the Shares, including the New Shares, and the Warrants, as a consequence of such information walls

VPS Account and Mandatory Anti-Money Laundering Procedures: The exercise of Warrants is subject to the Norwegian Money Laundering Act No. 23 of 1 June 2018 and the Norwegian Money Laundering Regulations No. 1324 of 14 September 2018 (collectively, the "Anti-Money Laundering Legislation"). Subscribers who are not registered as existing customers of the Manager must verify their identity to the Manager in accordance with the requirements of the Anti-Money Laundering Legislation, unless an exemption is available. Subscribers who have designated an existing Norwegian bank account and an existing VPS account on this Exercise Form, or that register the subscription through the VPS online application system, are exempted, unless verification of identity is requested by the Manager. Subscribers who have not completed the required verification of identity prior to the expiry of the Exercise Period may not be allocated New Shares. Further, to exercise the Warrants, each subscriber must have a VPS account. The VPS account number must be stated on the Exercise Form. VPS accounts can be established with authorised VPS registrars, which can be Norwegian banks, authorised securities brokers in Norway and Norwegian branches of credit institutions established within the European Economic Area (the "EEA"). Non-Norwegian investors may, however, use nominee VPS accounts registered in the name of a nominee. The nominee must be authorised by the Financial Supervisory Authority of Norway. Establishment of a VPS account requires verification of identity to the VPS registrar in accordance with the Anti-Money Laundering Legislation.

Personal data: The subscriber confirms that it has been provided information regarding the Manager's processing of personal data, and that it is informed that the Manager will process the subscriber's personal data in order to manage and carry out the exercise of Warrants and the subscription from the subscriber, and to comply with statutory requirements. The data controllers who are responsible for the processing of personal data is the Manager. The processing of personal data is necessary in order to fulfil an agreement to which the subscribers are a party and to meet legal obligations. The Norwegian Securities Trading Act and the Money Laundering Act require that the Manager process and store information about customers and trades, and control and document its activities. The subscribers' personal data will be processed confidentially, but if it is necessary in relation to the purposes, the personal data may be shared between the company(ies) participating in the offering, companies within the Manager's group, the VPS, stock exchanges and/or public authorities. The personal data will be processed as long as necessary for the purposes, and will subsequently be deleted unless there is a statutory duty to

If the Manager transfer personal data to countries outside the EEA, that have not been approved by the EU Commission, the Manager will make sure the transfer takes place in accordance with the legal mechanisms protecting the personal data, for example the EU Standard Contractual Clauses. As a data subject, the subscribers have several legal rights. This includes i.a. the right to access their personal data, and a right to request that incorrect information be corrected. In certain instances, they have the right to impose restrictions on the processing or demand that the information is deleted. They may also complain to a supervisory authority if they find that the Manager's processing is in breach of the law. Supplementary information on processing of personal data and the subscriber's rights can be found at the Manager's website.

Terms and Conditions for Payment by Direct Debiting - Securities Trading: Payment by direct debiting is a service the banks in Norway provide in cooperation. In the relationship between the payer and the payer's bank the following standard terms and conditions will apply:

a) The service "Payment by direct debiting - securities trading" is supplemented by the account agreement between the payer and the payer's bank, in particular Section C of the account

- agreement, General terms and conditions for deposit and payment instructions.
- Costs related to the use of "Payment by direct debiting securities trading" appear from the bank's prevailing price list, account information and/or information given by other appropriate b) manner. The bank will charge the indicated account for costs incurred.
- The authorisation for direct debiting is signed by the payer and delivered to the beneficiary. The beneficiary will deliver the instructions to its bank who in turn will charge the payer's bank c)
- d) In case of withdrawal of the authorisation for direct debiting the paver shall address this issue with the beneficiary. Pursuant to the Norwegian Financial Contracts Act, the paver's bank shall assist if the payer withdraws a payment instruction that has not been completed. Such withdrawal may be regarded as a breach of the agreement between the payer and the beneficiary
- The payer cannot authorise payment of a higher amount than the funds available on the payer's account at the time of payment. The payer's bank will normally perform a verification of available e) funds prior to the account being charged. If the account has been charged with an amount higher than the funds available, the difference shall immediately be covered by the payer
- The payer's account will be charged on the indicated date of payment. If the date of payment has not been indicated in the authorisation for direct debiting, the account will be charged as soon as possible after the beneficiary has delivered the instructions to its bank. The charge will not, however, take place after the authorisation has expired as indicated above. Payment will normally be credited the beneficiary's account between one and three working days after the indicated date of payment/delivery.
- If the payer's account is wrongfully charged after direct debiting, the payer's right to repayment of the charged amount will be governed by the account agreement and the Norwegian Financial

Overdue Payment: Overdue payments will be charged with interest at the applicable rate from time to time under the Norwegian Act on Interest on Overdue Payment of 17 December 1976 No. 100, currently 12.5% per annum. If a subscriber fails to comply with the terms of payment, the New Shares will, subject to the restrictions in the Norwegian Public Limited Companies Act, not be delivered to such subscriber. The Manager, on behalf of the Company, reserves the right, at the risk and cost of the subscriber, at any time, to cancel the subscription and to re-allocate or otherwise dispose of allocated New Shares for which payment is overdue, or, if payment has not been received by the third day after the Payment Date, without further notice sell, assume ownership to or otherwise dispose of the allocated New Shares and Warrants on such terms and in such manner as the Manager may decide in accordance with Norwegian law. The subscriber will remain liable for payment of the subscription amount, together with any interest, costs, charges and expenses accrued and the Manager, on behalf of the Company, may enforce payment for any such amount outstanding in accordance with Norwegian law. The Company and the Manager further reserve the right (but have no obligation) to have the Manager advance the subscription amount on behalf of subscribers who have not paid for the New Shares allocated to them within the Payment Date. The non-paying subscribers will remain fully liable for the subscription amount payable for the New Shares allocated to them, irrespective of such payment by the Manager.

National Client Identifier and Legal Entity Identifier: In order to exercise the Warrants, subscribers will need a global identification code. Physical persons will need a so-called National Client Identifier

("NCI") and legal entires will need a so-called Legal Entity Identifier ("LEI").

NCI code for physical persons: Physical persons will need an NCI code to participate in a financial market transaction, i.e., a global identification code for physical persons. For physical persons with only a Norwegian citizenship, the NCI code is the 11-digit personal ID (Nw: "fødselsnummer"). If the person in question has multiple citizenships or another citizenship than Norwegian, another relevant NCI code can be used. Subscribers are encouraged to contact their bank for further information.

LEI code for legal entities: Legal entities will need a LEI code to participate in a financial market transaction. A LEI code must be obtained from an authorized LEI issuer, and obtaining the code can take some time. Subscribers should obtain a LEI code in time for the subscription. For more information visit www.gleif.org