

VEND MARKETPLACES ASA
SHARE ISSUE

SUBSCRIPTION FORM

Securities number: ISIN NO0013685123

General information: The terms and conditions for the Share Issue of 6,204,568 new shares (the **"New Shares"**) in Vend Marketplaces ASA (the **"Company"**) pursuant to a resolution by the Company's Board of Directors on 27 October 2025 in accordance with the authorisation originally granted by the Annual General Meeting and amended by the extraordinary general meeting held 22 October 2025 are set out in the subscription document dated 30 October 2025 (the **"Subscription Document"**), available at <http://www.dnb.no/emisjoner>. Terms defined in the Subscription Document shall have the same meaning in this subscription form (the **"Subscription Form"**). The Company's articles of association and its annual financial statements for 2023 and 2024 are available at www.vend.com.

Subscription procedure: The subscription period is from 09:00 hours (CET) on 30 October 2025 to 16:30 (CET) on 13 November 2025 (the **"Subscription Period"**). Correctly completed Subscription Forms must be received by DNB Carnegie, a part of DNB Bank ASA (**"DNB Carnegie"**) no later than 13 November 2025 at 16:30 hours (CET) at the following address: Postboks 1600 Sentrum, N-0021, Oslo, Norway, Phone: +47 91 50 48 00 or Email: retail@dnb.no. The subscriber is responsible for the correctness of the information included in the Subscription Form. Subscription Forms received after the end of the Subscription Period and/or incomplete or incorrect Subscription Forms and any subscription that may be unlawful may be disregarded at the sole discretion of the Company and/or DNB Carnegie without notice to the subscriber.

Subscribers in the Share Issue who are residents of Norway with a Norwegian personal identification number (Nw. personnummer) are encouraged to subscribe for New Shares through the VPS online subscription system (or by following the link to such online application system on DNB Carnegie's website: <http://www.dnb.no/emisjoner> to be redirected to the VPS online subscription system). Subscriptions made through the VPS online subscription system must be duly registered before expiry of the Subscription Period.

None of the Company or DNB Carnegie may be held responsible for postal delays, unavailable internet lines or servers or other logistical or technical matters that may result in subscriptions not being received in time or at all by any subscription office. Subscriptions are irrevocable and binding upon receipt of a duly completed Subscription Form, or in the case of subscriptions through the VPS online application system, upon registration of the subscription, and cannot be withdrawn, cancelled or modified by the subscriber after having been received by DNB Carnegie, or in the case of applications through the VPS online application system, upon registration of the subscription. The exercise of Subscription Rights and subscription for New Shares by subscribers residing in countries other than Norway may be affected by securities laws in such countries. Subscribers who have their shares registered in securities accounts with registered addresses in certain ineligible jurisdictions, such as Australia, Canada, Hong Kong, Japan, New Zealand, Singapore, Switzerland and the United States or any other jurisdiction where participation in the share issue would require the publication of a prospectus, registration or other regulatory approval (the **"Ineligible Jurisdictions"**) and such shareholders in or resident in Ineligible Jurisdictions, **"Ineligible Shareholders"**) will not be permitted to exercise Subscription Rights and subscribe for New Shares. All subscribers are referred to "Additional guidelines for the subscriber" on page 2 of this Subscription Form for further information on the selling and transfer restrictions applicable to the Share Issue. By signing and submitting this Subscription Form, or registering a subscription through the VPS online subscription system, the subscriber confirms and warrants to have read the Subscription Document and to be eligible to subscribe for the New Shares under the terms set forth therein.

Subscription Price: The subscription price in the Share Issue is NOK 0.50 per New Share (the **"Subscription Price"**).

Subscription Rights: Holders of class A shares in the Company as of 27 October 2025 (and being registered as such in the VPS at the expiry of 29 October 2025 pursuant to the two days' settlement procedure, (the **"Record Date"**)) (the **"Eligible Shareholders"**) will be granted transferable Subscription Rights in the Share Issue that, subject to applicable law provide preferential right to subscribe for, and be allocated, New Shares at the Subscription Price. Shareholders will be granted one (1) Subscription Right for every one (1) A share registered as held by such Eligible Shareholder as of the Record Date. Subscription Rights acquired during the Subscription Period carry the same right to subscription as the Subscription Rights received from the Company by Eligible Shareholders. Every 15.45 Subscription Rights will, subject to applicable securities law, give the right to subscribe for, and be allocated, one (1) New Share. Over-subscription and subscription without Subscription Rights will not be permitted. **Subscription Rights that are not used to subscribe for New Shares before the expiry of the Subscription Period (i.e., 16:30 hours (CET) on 13 November 2025) will be allocated to and used to subscribe for New Shares by Danske Bank A/S NUF.**

Allocation of New Shares: The New Shares will be allocated to the subscribers in accordance with granted Subscription Rights that have been validly exercised during the Subscription Period. The Company will reject subscriptions for New Shares that are not covered by Subscription Rights or that are received from Ineligible Shareholders. No fractional shares will be allocated. Allocation of fewer New Shares than subscribed for by a subscriber will not impact the subscriber's obligation to pay for the number of New Shares allocated. Notifications of allocated New Shares and the corresponding subscription amount to be paid by each subscriber are expected to be distributed on or about 17 November 2025. Subscribers having access to investor services through their CSD account manager will be able to see the number of New Shares allocated to them from 12:00 hours (CET) on or about 17 November 2025. Subscribers who do not have access to investor services through their CSD account manager may contact DNB Carnegie from 12:00 hours (CET) on the same date to obtain information about the number of New Shares allocated to them.

Payment: The payment for the New Shares allocated to a subscriber falls due on 19 November 2025 (the **"Payment Date"**). The subscriber must ensure that there is sufficient funds in the stated bank account from and including 18 November 2025, i.e. one banking date prior to the Payment Date. By signing this Subscription Form, subscribers with a Norwegian bank account irrevocably authorise DNB Carnegie to debit the bank account specified below for the subscription amount payable for the New Shares allocated to the subscriber. DNB Carnegie 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 working days after the Payment Date. The subscriber furthermore authorises DNB Carnegie to obtain confirmation from the subscriber's bank that 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 DNB Carnegie on telephone number +47 91 50 48 00 for further details and instructions.

PLEASE SEE PAGE 2 OF THIS SUBSCRIPTION FORM FOR OTHER PROVISIONS THAT ALSO APPLY TO THE SUBSCRIPTION.

DETAILS OF THE SUBSCRIPTION

Subscriber's VPS-account (12 digits):	Subscriber's LEI code (20 digits):	Number of Subscription Rights	Number of New Shares subscribed (maximum amount equals number of subscription rights divided by 15.45)	(For broker: Consecutive no.)
SUBSCRIPTION RIGHTS' SECURITIES NUMBER: ISIN NO0013685123		Subscription price per New Share X NOK 0.50		Subscription amount to pay = NOK _____

IRREVOCABLE AUTHORISATION TO DEBIT ACCOUNT (MUST BE COMPLETED BY SUBSCRIBERS WITH A NORWEGIAN BANK ACCOUNT)

Norwegian bank account to be debited for the payment of the New Shares allocated (number of New Shares x NOK 0.50)	Norwegian bank account no.
In accordance with the terms and conditions set out in the Subscription Document and in this Subscription Form, I/we hereby irrevocably (i) subscribe for the number of New Shares specified above and (ii) authorise DNB Carnegie to debit the bank account specified (by direct debiting or manually as described above) as set out in this Subscription Form for the amount payable for the New Shares allotted to me/us, and (iii) confirm and warrant to have read the Subscription Document and that I am/we are aware of the risks associated with an investment in the New Shares and that I am/we are eligible to apply for and purchase New Shares under the terms set forth therein. By signing this Subscription 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 Subscription Form.	
Date and place*:	Binding signature**:

* Must be dated during the Subscription Period.

** The subscribers must be of legal age. If the Subscription Form is signed by a proxy, documentary evidence of authority to sign must be attached in the form of a Power of Attorney or Company Registration Certificate.

Please note: If the application form is sent to DNB Carnegie by e-mail, the e-mail will be unsecured unless the subscribers takes measures to secure it. DNB Carnegie recommend the subscribers to secure all e-mails with application forms attached.

DETAILS OF THE SUBSCRIBER — ALL FIELDS MUST BE COMPLETED	
First name	Surname/Family name/Company name
Street address:	Postal code and town/country:
Personal identity number (11 digits) / business registration number (9 digits):	Nationality:
Telephone number (daytime):	E-mail address:

ADDITIONAL GUIDELINES FOR THE SUBSCRIBER

Regulatory issues: Legislation passed throughout the European Economic Area (the "EEA") pursuant to the Markets and Financial Instruments Directive ("MiFID II") implemented in the Norwegian Securities Trading Act, imposes requirements in relation to business investments. In this respect, DNB Carnegie 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 DNB Carnegie will be categorised as Non-professional clients. The subscribers can by written request to DNB Carnegie ask to be categorised as a Professional client if the subscribers fulfils the provisions of the Norwegian Securities Trading Act and ancillary regulations. For further information about the categorisation, the subscribers may contact DNB Carnegie. **The subscriber represents that it has sufficient knowledge, sophistication and experience in financial and business matters to be capable of evaluating the merits and risks of an investment decision to invest in the Company by applying for New Shares, and the subscribers is able to bear the economic risk, and to withstand a complete loss of an investment in the Company.**

Execution only: As DNB Carnegie is not in the position to determine whether the subscription for New Shares is suitable for the subscribers, DNB Carnegie will treat the application as an execution only instruction from the subscribers to subscribe for New Shares. Hence, the subscriber will not benefit from the corresponding protection of the relevant conduct of business rules in accordance with the Norwegian Securities Trading Act.

Information Exchange: The subscribers acknowledges that, under the Norwegian Securities Trading Act and the Norwegian Financial Undertakings Act and foreign legislation applicable to DNB Carnegie, there is a duty of secrecy between the different units of DNB Carnegie as well as between DNB Carnegie and the other entities in DNB Carnegie' respective group. This may entail that other employees of DNB Carnegie or DNB Carnegie' respective group may have information that may be relevant to the subscriber, but which DNB Carnegie will not have access to in their capacity as financial advisor for the Share Issue.

Information barriers: DNB Carnegie is a securities firms, offering a broad range of investment services. In order to ensure that assignments undertaken by DNB Carnegie' corporate finance departments are kept confidential, DNB Carnegie' other activities, including analysis and stock broking, are separated from their corporate finance departments by information barriers known as "Chinese walls". The subscribers acknowledges that DNB Carnegie' analysis and stock broking activity may act in conflict with the subscriber's interests with regard to transactions in the New Shares as a consequence of such Chinese walls.

VPS account and anti-money laundering procedures: The Share Issue is subject to applicable anti-money laundering legislation, including the Norwegian Money Laundering Act of 1 June 2018 no. 23 and the Norwegian Money Laundering Regulation of 14 September 2018 no. 1324 (collectively, the "**Anti-Money Laundering Legislation**"). Subscribers who are not registered as existing customers of one of DNB Carnegie must verify their identity to one of DNB Carnegie in accordance with 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 the Subscription Form are exempted, unless verification of identity is requested by DNB Carnegie. Subscribers who have not completed the required verification of identity prior to the expiry of the Application Period will not be allocated New Shares. Participation in the Share Issue is conditional upon the subscribers holding a VPS account. The VPS account number must be stated in the Subscription Form. VPS accounts can be established with authorised VPS registrars, who can be Norwegian banks, authorised securities brokers in Norway and Norwegian branches of credit institutions established within the EEA. Establishment of a VPS account requires verification of identity to the VPS registrar in accordance with the Anti-Money Laundering Legislation. However, non-Norwegian investors may use nominee VPS accounts registered in the name of a nominee. The nominee must be authorised by the Norwegian Ministry of Finance.

Selling and transfer restrictions:

General: This Subscription Form does not constitute an offer to sell or a solicitation of an offer to buy the New Shares in any jurisdictions in which such offer or solicitation is unlawful. The Share Issue is subject to specific legal or regulatory restrictions in certain jurisdictions. Neither the Company nor DNB Carnegie assumes any responsibility in the event there is a violation by any person of such restrictions. The New Shares will, and may, not be offered, sold, resold, transferred, delivered or distributed, directly or indirectly, within, into or from any jurisdiction where the offer or sale of the New Shares is not permitted, or to, or for the account or benefit of, any person with a registered address in, or who is resident or ordinarily resident in, or a citizen of, any jurisdiction where the offer or sale is not permitted, except pursuant to an applicable exemption. The Subscription Rights and the New Shares may not be transferred, sold or delivered in the United States, Australia, Canada, Hong Kong, Japan, New Zealand, Singapore or Switzerland. A notification of exercise of Subscription Rights and subscription of New Shares in contravention of the above may be deemed to be invalid.

United States: 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 the securities laws of any state or other jurisdiction of the United States, and may not be offered, subscribed for, exercised, pledged, sold, resold, granted, allotted, delivered or otherwise transferred, directly or indirectly, within or to the United States, except pursuant to an exemption from, or in a transaction not subject to, the registration requirements of the U.S. Securities Act, and in compliance with applicable securities legislation in any state or other jurisdiction of the United States. There will not be any public offering of the New Shares in the United States. The undersigned subscriber by exercising its Subscription Rights to obtain New Shares is deemed to have made the following representations and warranties to the Company and any person acting on its behalf: (i) the subscriber is not located in an Ineligible Jurisdiction, (ii) the subscriber is not an Ineligible Shareholder, (iii) the subscriber is not acting, and has not acted, for the account or benefit of an Ineligible Shareholder, (iv) the subscriber is located outside the United States, and any person for whose account or benefit it is acting on a non-discretionary basis is located outside the United States and, upon acquiring New Shares, the subscriber and any such person will be located outside the United States; (v) the subscriber understands that the New Shares have not been nor will be registered under the U.S. Securities Act and may not be offered, subscribed for, exercised, pledged, sold, resold, granted, allotted, delivered or otherwise transferred, directly or indirectly, within or to the United States except pursuant to an exemption from, or in a transaction not subject to, the registration requirements of the U.S. Securities Act and in accordance with applicable other securities laws; and (vi) the subscriber may lawfully be offered, granted, take up, subscribe for and receive the New Shares in the jurisdiction in which it resides or is currently located.

United Kingdom: Each subscriber in the United Kingdom confirms that it understands that the Share Issue is only addressed to and directed at persons in the United Kingdom who are "qualified investors" within the meaning of Article 2(e) of Regulation (EU) 2017/1129, as amended, as it forms part of retained EU law by virtue of the European Union (Withdrawal) Act 2018 (the "**U.K. Prospectus Regulation**"). In addition, the Share Issue is only directed at, qualified investors (i) who have professional experience in matters relating to investments falling within the definition of "investment professionals" in Article 19(5) of the Financial Services and Markets Act 2000 (Financial Promotion) Order 2005, as amended (the "**FPO**"), (ii) who fall within Article 49(2)(a) to (d) of the FPO or (iii) to whom it may otherwise lawfully be communicated (all such persons, together with "qualified investors" within the meaning of Article 2(e) of the U.K. Prospectus Regulation, being referred to as "**Relevant Persons**") and only in circumstances where, in accordance with section 86(1) of the Financial and Services Markets Act 2000, as amended ("**FSMA**"), and the requirement to provide an approved prospectus in accordance with the requirement under section 85 FSMA does not apply. Any subscription for the New Shares is available only to Relevant Persons and will be engaged in only with Relevant Persons and each United Kingdom subscriber warrants that it is a Relevant Person.

Australia, Canada, Hong Kong, Japan, New Zealand, Singapore and Switzerland: The New Shares will not be registered under the applicable securities laws of Australia, Canada, Hong Kong, Japan, New Zealand, Singapore or Switzerland and may not be offered, sold, resold or delivered, directly or indirectly, in or into Australia, Canada, Hong Kong, Japan, New Zealand, Singapore or Switzerland except pursuant to an applicable exemption from applicable securities laws.

Terms and conditions for payment by direct debiting - securities trading: Payment by direct debiting is a service provided by cooperating banks in Norway. In the relationship between the payer and the payer's bank, the following standard terms and conditions apply.

1. 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.
2. 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 is given by other appropriate manner. The bank will charge the indicated account for incurred costs.
3. 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 account.
4. In case of withdrawal of the authorisation for direct debiting, the payer shall address this issue with the beneficiary. Pursuant to the Financial Contracts Act, the payer's bank shall assist if payer withdraws a payment instruction which has not been completed. Such withdrawal may be regarded as a breach of the agreement between the payer and the beneficiary.
5. The payer cannot authorise for payment of a higher amount than the funds available at the payer's account at the time of payment. The payer's bank will normally perform a verification of available funds prior to the account being charged. If the account has been charged with an amount higher than the funds available, the difference shall be covered by the payer immediately.
6. 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 to the beneficiary's account between one and three working days after the indicated date of payment/delivery.
7. 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 Financial Contracts Act.

Overdue and missing payments: Overdue payments will be charged with interest at the applicable rate under the Norwegian Act on Interest on Overdue Payments of 17 December 1976 no. 100, which at the date of the Subscription Document is 12.25% per annum. Should payment not be made when due, the New Shares allocated will not be delivered to the subscribers, and DNB Carnegie reserve the right, at the risk and cost of the subscribers, to cancel at any time thereafter the application and to re-allocate or otherwise dispose of the allocated New Shares, on such terms and in such manner as DNB Carnegie may decide (and that the subscribers will not be entitled to any profit therefrom). The original subscribers will remain liable for payment of the Offer Price for the New Shares allocated to the subscribers, together with any interest, costs, charges and expenses accrued, and the Company and/or DNB Carnegie may enforce payment of any such amount outstanding. The New Shares allocated to such subscribers will be transferred to a VPS account operated by DNB Carnegie and will be transferred to the non-paying subscriber when payment of the subscription amount for the relevant New Shares is received. However, DNB Carnegie reserves the right to sell on behalf of the subscriber or assume ownership of the New Shares from and including the fourth day after the Payment Date without further notice to the subscriber in question in accordance with section 10-12 (4) of the Norwegian Public Limited Liability Companies Act, if payment has not been received within the third day after the Payment Date. If the New Shares are sold on behalf of the subscriber, the subscriber will remain liable for payment of the subscription amount, together with any interest, loss, costs, charges and expenses suffered or incurred by the Company and/or DNB Carnegie as a result of or in connection with such sales. The Company and/or DNB Carnegie may enforce payment for any amount outstanding in accordance with Norwegian law. If DNB Carnegie decides not to assume ownership to the unpaid New Shares, DNB Carnegie, on behalf of the Company, reserves the right, at the risk and cost of the subscriber to, at any time from and including the fourth day after the Payment Date, cancel the subscription and to dispose of allocated Offer Shares for which payment is overdue, on such terms and in such manner as DNB Carnegie may decide in accordance with Norwegian law. The subscriber will remain liable for payment of the subscription amount, together with any interest, loss, costs, charges and expenses accrued and DNB Carnegie, on behalf of the Company, may enforce payment for any such amount outstanding in accordance with Norwegian law.

National Client Identifier and Legal Entity Identifier: In order to participate in the Share Issue, subscribers will need a global identification code. Physical persons will need a so-called National Client Identifier ("NCI") and legal entities will need a so-called Legal Entity Identifier ("LEI"). NCI code for physical persons: Physical persons will need a 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.

Personal data: The subscribers confirms that it has been provided information regarding the DNB Carnegie's processing of personal data, and that it is informed that DNB Carnegie will process the subscriber's personal data in order to manage and carry out the Share Issue and the Subscription Form for the subscriber, and to comply with statutory requirements. The data controller who is responsible for the processing of personal data is DNB Carnegie. The processing of personal data is necessary in order to fulfil the subscription and to meet legal obligations The Norwegian Securities Trading Act and the Anti-Money Laundering Legislation requires that DNB Carnegie process and store information about clients and trades, and control and document activities. The subscriber's data will be processed confidentially, but if it is necessary in relation to the purposes, the personal data may be shared between DNB Carnegie, the company(ies) participating in the Share Issue, with companies within the DNB Carnegie groups, 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 keep it. If DNB Carnegie transfer personal data to countries outside the EEA, that have not been approved by the EU Commission, DNB Carnegie 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.e. the right to access its personal data, and a right to request that incorrect information is corrected. In certain instances, the subscribers will have the right to impose restrictions on the processing or demand that the information is deleted. The subscribers may also complain to a supervisory authority if they find that DNB Carnegie's processing is in breach of the law. Supplementary information on processing of personal data and the subscribers rights can be found at DNB Carnegie's website.