

## Commitment Form

NEW DEAL INVEST FUND I A/S ("INVESTMENT COMPANY")

### 1. **ATTACHED DOCUMENTS**

Reference is made to the enclosed draft:

- Investment Agreement regarding the Investment Company, including all appendices (the "Investment Agreement")

In this commitment form terms used but not defined shall have the meanings given to them in appendix 1.1 to the Investment Agreement, unless otherwise explicitly set out below.

### 2. **INVESTMENT AGREEMENT**

When the Investment Agreement with the completed appendices has been signed by the Investment Manager, this shall together with this Commitment Form, constitute the complete and for the Investor binding agreement regarding the Investor's participation in the Investment Company.

### 3. **COMMITMENT**

The undersigned investor ("Investor") hereby irrevocably commits DKK \_\_\_\_\_ to the Investment Company ("Commitment").

The Investor accepts and acknowledges that the Investment Company will use part of the Commitment to pay Entry Fee to the Investment Manager.

### 4. **PAYMENT**

The Commitment shall be paid in immediately available DKK funds to the following account in the name of the Investment Company on the same date as the signing of this Commitment Form:

Bank:            Nordea Bank

Reg: 2806  
Account: 9023 152 514  
IBAN: DK4420009023152514  
SWIFT: NDEADKKK

5. **ISSUANCE OF CLASS A SHARES IN THE INVESTMENT COMPANY**

The Investment Manager shall calculate the Commitment into a number of Class A Shares to be issued or transferred to the Investor in accordance with the Investment Agreement.

Following the Relevant Entrance Date, the Investment Manager shall issue documentation for the issuance or transfer of Class A Shares to the Investor in accordance with the above.

The Investors accepts and acknowledges that the Investment Manager, in its discretion, may designate the Relevant Entrance Date. As a general rule, the Relevant Entrance Date shall occur four weeks after the relevant Commitment Form has been received by the Investment Manager, provided, however, that the Investment Manager may postpone the Relevant Entrance Date, if this in the reasonable opinion of the Investment Manager is in the best interest of the Investment Company.

6. **AUTHORIZATION**

The Investor hereby irrevocably authorises and appoints as its attorney-in-fact the Investment Manager to (i) sign such documents and perform such actions as are necessary to issue or transfer the Class A Shares in accordance with this Commitment Form and (ii) make such amendments to the Investment Agreement, the Articles of Association, the Company's share register and the registrations with the Danish Business Authority as are necessary to effect the issue or transfer the Class A Shares to the Investor.

7. **KYC/AML**

Simultaneously with the signing of this Commitment Form, the Investor shall provide the Investment Manager with the information set out in Schedule 1 hereto. Additional KYC/AML Documentation shall be submitted by Investor upon request from Investment Manager.

8. **CONDITIONS PRECEDENT**

The Commitment Form is binding upon the Company only upon the acceptance of the Commitment Form and the KYC/AML Documentation by the Investment Manager.

9. **AIFM STATEMENT**

The Investor has provided the Investment Manager with the information set out in Schedule 2 hereto. The Investor represents and warrants that the information contained therein are true and accurate.

10. **GOVERNING LAW AND JURISDICTION**

This Commitment Form shall be governed by and construed in accordance with the laws of Denmark disregarding the Danish choice of law rules to the extent that such rules would otherwise lead to the application of any other law than Danish law and any dispute between the Investor and the Investment Manager arising out of or in relation hereto shall be decided in accordance with clause 24 of the Investment Agreement.

On behalf of the Investor:

\_\_\_\_\_

Date:

\_\_\_\_\_

Name: \_\_\_\_\_

E-mail: \_\_\_\_\_

Schedule 1 – KYC/AML documentation:

For physical persons:

- Copy of passport.
- Copy of medical card or similar carrying the Investor's address.
- Written confirmation that neither the Investor nor the Investor's closely related persons are a politically exposed person.
- Information on source of funds.

For companies:

- Extract from the Danish Business authority
- Organizational chart (including beneficial owners)
- Same information regarding beneficial owners as for physical persons.

Schedule 2 – AIFM Statement

The Investor (“we”) hereby declares, represents and warrants towards the Investment Manager as set out below.

We have committed an amount of at least EUR 100,000 to the Investment Company.

We are aware that an investment in the Investment Company involves substantial risk and we confirm that we have independently evaluated the merits and risks connected with a subscription for Class A Shares in the Investment Company as set out in the Investment Agreement. With regard to the tax, legal, currency and other economic considerations related to our investment in the Investment Company, we have only relied on the advice of, or have only consulted with, our own professional advisors;

We have the financial ability to bear the economic risk of our investment, have adequate means for providing for our current needs and possible contingencies;

We have such knowledge and experience in financial and business matters as to be capable of evaluating the merits of, and we are able to bear the economic risk of, our investment in the Investment Company;

We have been given the opportunity to ask questions of, and receive answers from, the Investment Manager with respect to the business to be conducted by the Investment Company, the financial condition and capital of the Investment Company, the terms and conditions of the offering and other matter pertaining to an investment in the Investment Company and to evaluate the merits and risks of an investment in the Investment Company;

We understand that the value of the Class A Shares, among others, may fluctuate and depends on a number of factors, including general market conditions and the development of the Portfolio Shares

We understand that, under the Investment Agreement, the Class A Shares are voteless and carry no right to be represented at general meetings of the Company, and that all decisions on behalf of the Investment Company is taken solely by the Investment Manager.

We understand that, under the Investment Agreement, our only right is to become redeemed in accordance with the Investment Agreement and that we may have to bear the economic risk of our investment in the Investment Company until such time as we are redeemed in accordance with the Investment Agreement.