

Bondholders Offer Form

Potential Buy-Back of

AKSO03 Float 07/25/22 with

ISIN NO0010814213

(the "AKSO Bonds")

Aker Solutions ASA
with LEI 5967007LIEEXZXG42836
(the "Company")

DNB Markets, a part of DNB Bank ASA
Skandinaviska Enskilda Banken AB (publ), Oslo Branch
("Managers")
11 March 2022

Offer: By submitting this bondholders offer form (the "**Bondholders Offer Form**") to the Managers before the "reverse Dutch auction" deadline 16:00 CET 15 March 2022 (the "**Submission Deadline**"), the (A) direct registered owner or nominee with respect to the Bonds (as defined below) covered by this Bondholders Offer Form (a "**Bondholder**"); or (B) beneficial owner of the Bonds (as defined below) covered by this Bondholders Offer Form where a nominee holder is registered as a bondholder (a "**Beneficial Owner of Bonds**") irrevocably commits itself to sell the bonds specified in the table below (the "**Bonds**") to the Company, according to the terms and conditions of this Bondholders Offer Form (the "**Offer**"). Once a duly executed Bondholders Offer Form has been submitted, the Offer is binding and irrevocable for the Bondholder or the Beneficial Owner of Bonds, as the case may be, until the Company's deadline for acceptance at 16:00 CET 15 March 2022, and may until such time not be withdrawn or modified or altered by the Bondholder or the Beneficial Owner of Bonds, as the case may be, and the Bondholder or the Beneficial Owner of Bonds, as the case may be, may not until such time sell, transfer or encumber the Bonds subject to this Bondholders Offer Form. The Company is under no obligation to accept any Offer from any Bondholder or any Beneficial Owner of Bonds, as the case may be.

If the Company accepts the Bondholder's or Beneficial Owner of Bonds' Offer, the Bonds will be transferred to the Company based on the Bondholder's or the Beneficial Owner of Bonds', as the case may be, instructions to the Managers in this Bondholder Offer Form (and without obtaining any further instructions from the Bondholder or the Beneficial Owner of Bonds, as the case may be.). I/we hereby represents that

☐ I/we am/are a Bondholder (i.e. I/we are registered on the securities account with VPS as direct registered owner or nominee with respect to the Bonds covered by this Bondholder Offer Form); or

☐ I/we am/are a Beneficial Owner of Bonds (i.e. I/we are the beneficial owners of the Bonds with respect to the Bonds covered by this Bondholder Offer Form and a nominee is registered on the securities account with VPS as such with respect to the Bonds covered by this Bondholder Offer Form);

and that the Bonds offered for sale are free of any encumbrances and any other third-party rights and with all rights attached to them.

The Bondholders Offer Form must be correctly completed and received by the Managers no later than the Submission Deadline to the following recipients:

DNB Markets / SEB Credit Sales or;

e-mail: jarl.brevik@dnb.no / knut.kobberstad@seb.no

The Company and the Managers shall not bear any risk or liability in the event the Bondholders Offer Form is not received for any reason whatsoever, including technical difficulties. The Managers may, in its sole discretion, accept Offers placed by taped phone, e-mail, Bloomberg or other means it deem appropriate, but may request that the Offer is subsequently confirmed by the execution of this Bondholders Offer Form in writing, and may, if the Bondholder or the Beneficial Owner of Bonds, as the case may be, fails to satisfy such requirement, in its sole discretion, disregard the Offer, without any liability towards the Bondholder or the Beneficial Owner of Bonds, as the case may be. Any Offer placed by taped phone, e-mail or Bloomberg or by other means, shall be deemed made on the terms and subject to the conditions set out in the Bondholders Offer Form.

The result of the "reverse Dutch auction", i.e. whether the Company will buy back any of the AKSO Bonds or not and, in case, which Offers the Company will accept based on the Offer price submitted, will be announced at the latest 09:00 CET 16 March 2022, but not before the Submission Deadline. The Company will only communicate acceptance of Offers (if any) through a stock exchange announcement of which the buy-back price (the "Buy-Back Price") and consequently the total amount of AKSO Bonds to be repurchased (if any). Bondholders or Beneficial Owners of Bonds, as the case may be, with offers equalling the Buy-Back Price or lower will receive the Buy-Back Price multiplied with the number of Bonds offered, but the Company may in its sole discretion reduce the number of Bonds to be acquired on a pro rata basis, but not lower than a minimum threshold of NOK 1,000,000 (denomination) for Bonds offered at the Buy Back Price for each offering Bondholder or Beneficial Owner of Bonds, as the case may be. The Company may, in its sole discretion, waive, extend, terminate, withdraw, or increase the size of the buy-back at any time.

Cash settlement of Bonds accepted by the Company for purchase is expected to take place on 18 March 2022, unless settlement is delayed due to technical and/or administrative errors. The Company will pay the buy-back price together with accrued unpaid interest (if any) for the period up to but excluding the settlement date.

SPECIFICATION OF AKSO Bonds (ISIN: NO0010814213) OFFER:

Bondholder's or Beneficial Owner of Bonds' nominee's VPS account / Euroclear account / Custodian / Fund / Name	Nominal amount(s) of Bonds	Offer price(s) in "reverse Dutch auction"

The Managers are hereby authorized to transfer the above specified Bonds from our/my VPS/Euroclear/Clearstream account to the Company and also to transfer the Bonds to another VPS/Euroclear/Clearstream account as part of settlement proceedings, and may instruct my VPS/ Euroclear/Clearstream account operator to release the Bonds for such purpose.

Date and place

Binding signature

NOT FOR DISTRIBUTION IN THE UNITED STATES EXCEPT PURSUANT TO APPLICABLE EXEMPTIONS FROM THE REGISTRATION REQUIREMENTS OF THE U.S. SECURITIES ACT

The Bondholder or Beneficial Owner of Bonds must have legal capacity and be of age. When signing by proxy, documentation in form of company certificate or power of attorney must be enclosed as evidence of authority.

DETAILS OF THE BONDHOLDER OR BENEFICIAL OWNER OF BONDS, AS THE CASE MAY BE:

Prime Broker (MUST BE COMPLETED FOR NON-NORWEGIAN BONDHOLDERS OR BENEFICIAL OWNER OF BONDS)
Bondholder's/Beneficial Owner of Bonds' full name/ Company name
Name of contact person with Offer
Telephone (daytime)
Telefax
E-mail address
Street address etc. (private sellers: state home address)
Postal code and area, country
Date of birth and national ID number (11 digits)/company registration number (MUST BE COMPLETED)
Legal Entity Identifier ("LEI")/National Client Identifier ("NID") * (MUST BE COMPLETED)

* A LEI number is a global identification code for legal entities and a NID number is a global identification code for natural persons. As a result of MiFID II/MIFIR, all legal entities and natural persons need a LEI/NID code to participate in financial transactions from 3 January 2018.

The Managers have the right to disregard the offer, without any liability towards the Bondholder or the Beneficial Owner of Bonds, as the case may be, if a LEI or a NID number or any other compulsory information requested in this Bondholders Offer Form is not filled in. Notwithstanding the aforementioned, in case LEI or NID number or other compulsory information is not filled in by the Bondholder or the Beneficial Owner of Bonds, as the case may be, the Managers reserve the right to obtain such information through publicly available sources and use such information in the Offer.

Please note: if the Bondholders Offer Form is sent to the Managers by e-mail, the e-mail will be unsecured unless the Bondholder or the Beneficial Owner of Bonds, as the case may be, itself takes measures to secure it. The Bondholders Offer Form may contain sensitive information, including national identification numbers, and the Managers recommend the Bondholder or the Beneficial Owner of Bonds, as the case may be, to send the Bondholders Offer Form to the Managers in a secured e-mail.

Offer and Distribution Restrictions:

United States: The request for Offer and/or any agreement to sell is not being made, and will not be made, in the United States, and this document may not be distributed in or to any person located in the United States. The Offer is not being made to any U.S. person (as such term is defined pursuant to Regulation S under the US Securities Act of 1933, as amended (the "Securities Act")). The Company will only accept offers with respect to the Bonds from a Bondholder or Beneficial Owner of Bonds, as the case may be, (or any person acting as agent, custodian, fiduciary or other intermediary capacity for a Bondholder or Beneficial Owner of Bonds, as they case may be) who is not a U.S. person and who is outside the United States. The term "United States" means the United States of America, its territories and possessions, any state of the United States of America and the District of Columbia. Any offer or agreement to sell Bonds resulting directly or indirectly from a violation of these restrictions will be invalid and any offer and/or agreement to sell Bonds made by a person appearing to be in the United States or otherwise believed by the Company to be in the United States or to have received this document in the United States will not be accepted.

Canada: The request for Offer and/or any agreement to sale is not being made, and will not be made, directly or indirectly in or into Canada by any means. Any offer or agreement to sell Bonds resulting directly or indirectly from a violation of these restrictions will be invalid and any purported offer and/or agreement to sell Bonds made by a person located in Canada or any agent, fiduciary or other intermediary acting on a non-discretionary basis for a principal giving instructions from within Canada will be invalid and will not be accepted. Each Bondholder or Beneficial Owner of Bonds, as the case may be, submitting the Offer will be deemed to represent that it is not located in Canada and is not submitting the Offer from Canada or it is acting on a nondiscretionary basis for a principal located outside Canada that is not giving an order to submit the Offer from Canada. For the purposes of this and the above paragraph, "Canada" means Canada, its provinces and territories.

General: The request for Offer and/or any agreement to sell is not intended for Bondholders and Beneficial Owners of Bonds located in any jurisdiction in circumstances which would require the Company to prepare or register any prospectus, offering document or circular relating to the request for Offer and/or agreement to sell in such jurisdiction, and the Company may refuse to receive Offers submitted from such jurisdictions. The distribution of this document in certain jurisdictions may be restricted by law. Any persons reading this document should inform themselves of and observe any such restrictions.

Important Notice and disclaimers: The Managers are acting on behalf of the Company in connection with the request for Offer and any agreement to sell. The Managers will not be acting on behalf of any other party in connection therewith and will not be responsible to any party other than the Company for providing the protections normally granted to their customers, or advice in relation to the request for Offer and any agreement to sell.

Any decision to submit an Offer should only be made on the basis of an independent review by you of publicly available information.

By submitting the Offer and signing the Bondholders Offer Form the Bondholder or Beneficial Owners of Bonds, as the case may be, will be deemed to have acknowledged, represented to and agreed with the Managers that: (a) it have such business and financial experience as is required to give it the capacity to protect its own interests in connection with the sale of Bonds under the Offer; (b) it may not rely, and have not relied, on any investigation that the Managers or any of its affiliates, or any person acting on behalf of the Managers or any of its affiliates, may have conducted with respect to the Company, the Bonds, and neither the Managers nor any of its affiliates have made any representation to it, express or implied, with respect to the Company, the Bonds or the accuracy, completeness or adequacy of any publicly available information; (c) it understand that no disclosure or offering document has been prepared in connection with the Offer; (d) it has made its own assessment when submitting the Offer based on such information as is publicly available (which it acknowledges it has been able to access, read and understand);

(e) it has made its own investment decision regarding the Offer based on its own knowledge and investigation of the Company and the Bonds; (f) the Managers shall have no liability for any other representations (express or implied) contained in, or for any omissions from, such information or any other written or oral

communication transmitted to it in the course of its evaluation of the Offer; (g) the Managers shall have no obligation to update any such information or to correct any inaccuracies therein or omissions therefrom which may become apparent, even where the Managers are aware of such inaccuracies or omissions; (h) it has consulted its own independent advisers or otherwise have satisfied itself concerning, without limitation, any accounting, regulatory, tax or other consequences of selling the Bonds in the light of its own particular situation under the laws of all relevant jurisdictions and (i) it is not a person (provided that, in the case of paragraph (B) below, it shall not mean a natural person) (A) that is listed on any list of persons or entities published in connection with any economic or financial sanctions laws and/or regulations, trade embargoes, prohibitions, restrictive measures, decisions, executive orders or notices from regulators implemented, adapted, imposed, administered, enacted and/or enforced by United Nations, the European Union, the member states of the European Economic Area, the United Kingdom, the United States of America and any authority acting on behalf of any of them (including Her Majesty's Treasury Revenue and Customs) (whether designated by name or by reason of being included in a class of person), (B) that is domiciled, registered as located or having its main place of business in, or is incorporated under the laws of a country or territory subject to a general export, import, financial or investment embargo, including Crimea, Cuba, Iran, North Korea, Russia, Sudan and Syria, or (iii) that is directly or indirectly owned or controlled by a person referred to in paragraph (A) and/or (B) above.

Data Protection: As a data controller the Managers process personal data to deliver the products and services that are agreed between the parties and for other purposes, such as to comply with laws and other regulations. For detailed information on the Managers' processing of personal data, please review the Managers' privacy policies, which is available on their websites or by contacting each of the Managers. The privacy policy contains information about the rights in connection with the processing of personal data, such as the access to information, rectification, data portability, etc.

Settlement

Settlement will take place on a payment versus delivery basis, facilitated through the Managers. As part of the settlement process all tendering Bondholders or Beneficial Owners of Bonds, as the case may be, will need to comply with the AML/KYC requirements applicable to the settlement transaction, including through providing the Managers with appropriate documentation. The Issuer reserves the right to not complete any buy-back from a tendering Bondholder or Beneficial Owners of Bonds, as the case may be, in the event such Bondholder or Beneficial Owners of Bonds, as the case may be, is not able to meet these requirements in a timely manner.

Governing law and jurisdiction: The Offer and all acceptances submitted in response thereto are governed by Norwegian law with the Oslo city court as legal venue. Any disputes arising out of, or in connection with, the Offer, are subject to Norwegian law and shall exclusively be settled by Norwegian courts and with Oslo city court as legal venue.