Appendix A **Electromagnetic Geoservices ASA Rights Issue**

SUBSCRIPTION FORM Securities No. ISIN NO 0010358484

General information: The terms and conditions of the rights issue (the "Rights Issue") by Electromagnetic Geoservices ASA (the "Company") are set out in the prospectus dated 21 June 2017 (the "Prospectus"). Terms defined in the Prospectus shall have the same meaning in this Subscription Form. The notice of, and the minutes from, the annual general meeting of the Company held on 25 April 2017, the Company's Articles of Association, the annual reports for 2014, 2015 and 2016 and interim report for Q1 2017 and 2016 are available at the Company's website www.emgs.com. The resolution to increase the share capital in connection with the Rights Issue is included in the Prospectus.

Subscription Procedures: The Subscription Period for the Rights Issue will commence on 22 June 2017 and end on 6 July 2017 at 12:00 CET. Correctly completed Subscription Forms must be received by the Receiving Agent before the end of the Subscription Period at the following address: DNB Registrar's Department, Dronning Eufemias gate 30, P.O. Box 1600 Sentrum, N-0021 Oslo, Norway, or by e-mail: retail@dnb.no. The subscriber is responsible for the correctness of the information filled in on the Subscription Form. Subscription Forms that are incomplete or incorrectly completed, or that are received after the end of the Subscription Period, and any subscription that may be unlawful, may be disregarded, at the discretion of the Receiving Agent on behalf of the Company.

Subscribers who are Norwegian citizens may also subscribe for New Shares through the VPS online subscription system by following the link on the following website: www.emgs.com. Subscriptions made through the VPS online subscription system must be duly registered before the expiry of the Subscription Period.

Neither the Company nor the Receiving Agent may be held responsible for postal delays, 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 Receiving Agent. Subscriptions are irrevocable and binding upon receipt and cannot be withdrawn, cancelled or modified by the subscriber after having been received by the Receiving Agent, or in the case of subscriptions through the VPS online subscription system, upon registration of the subscription.

Subscription Price: The Subscription Price in the Rights Issue is NOK 2.45 per New Share.

Subscription Rights: The Company will issue 1.78796 Subscription Rights for each Existing Share registered as held by an Existing Shareholder on the Record Date. The number of Subscription Rights granted to each Existing Shareholder will be rounded down to the nearest whole Subscription Right. Each Subscription Right will, subject to applicable securities laws, give the right to subscribe for and be allocated one (1) New Share in the Rights Issue. The Subscription Rights are transferable, and will be listed on Oslo Børs in the Subscription Period under the ticker code "EMGS T". The Subscription Rights are registered with the VPS under ISIN NO 001 0793508. Oversubscription and subscription without Subscription Rights is permitted, however there can be no assurance that New Shares will be allocated for such subscriptions. Subscription Rights not used to subscribe for New Shares before the end of the Subscription Period or not sold before 16:30 hours (CET) on 4 July 2017 will have no value and will lapse without compensation to the holder.

Allocation of New Shares: The New Shares will be allocated to the subscribers based on the allocation criteria set out in the Prospectus. Allocation of fewer New Shares than subscribed for does not impact on the subscriber's obligation to pay for the New Shares allocated. Notification of allocated New Shares and the corresponding subscription amount to be paid by each subscriber is expected to be distributed in a letter from the VPS on or about 7 July 2017.

Payment: In completing this Subscription Form, or registering a subscription through the VPS online subscription system, the subscription authorises the Receiving Agent to debit the subscriber's Norwegian bank account for the total subscription amount payable for the New Shares allocated to the subscriber. Accounts will be debited on or about 11 July 2017 (the "Payment Date"), and there must be sufficient funds in the stated bank account from and including the date falling 2 banking days prior to the Payment Date. Subscribers who do not have A Norwegian bank account must ensure that payment for the allocated New Shares is made on or before the Payment Date. Details and instructions can be obtained by contacting the Receiving Agent, telephone: +47 +47 23 26 80 21. The Receiving Agent is only authorized to debit each account once, but reserves the right (but has no obligation) to make up to three debit attempts if there are insufficient funds on the account on the Payment Date. Should any subscriber have insufficient funds in 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. Assuming timely payment by all subscribers, delivery of the New Shares is expected to take place on or about 13 July 2017. A subscriber will not under any circumstances be entitled to sell or transfer its New Shares until these shares have been paid in full by such subscriber and registered on the subscriber's VPS account. Assuming timely payment by all subscribers, the Company expects that the New Shares will be listed on Oslo Børs on or about 13 July.

| SEE PAGE 2 OF THIS SUBSCRIPTION FORM FOR OTHER PROVISIONS THAT ALSO APPLY TO THE SUBSCRIPTION | | | | | | | | | | | | | | |
|---|--|---|-----------------------------------|---|--|--|--|--|-----|---------------------------------|--|--|--|--|
| DETAILS OF THE SUBSCRIPTION | | | | | | | | | | | | | | |
| Subscriber's VPS Account: | Number of Subscription Rights: | Number of New Shares subscribed (incl. oversubscription): | | | | | | | (Fo | (For broker: consecutive no.): | | | | |
| SUBSCRIPTION RIGHTS' SECURITIES NUMBER: ISIN NO 0010793508 | | | Subscription Price per New Share: | | | | | | Su | Subscription amount to be paid: | | | | |
| L | | | → X NOK 2.45 | | | | | | | = NOK | | | | |
| IRREVOCABLE AUTHORIZATION TO DEBIT ACCOUNT (MUST BE COMPLETED BY SUBSCRIBERS WITH A NORWEGIAN BANK ACCOUNT) | | | | | | | | | | | | | | |
| Norwegian bank account to be debi allocated (number of New Shares a | ted for the payment for New Shares Illocated x NOK 2.45). | | | | | | | | | | | | | |
| | (Norwegian bank account no.) | | | | | | | | | | | | | |
| I/WE HEREBY IRREVOCABLY (I) SUBSCRIBE FOR THE NUMBER OF NEW SHARES SPECIFIED ABOVE SUBJECT TO THE TERMS AND CONDITIONS SET OUT IN THIS SUBSCRIPTION FORM AND IN THE PROSPECTUS, (II) AUTHORIZE AND INSTRUCT THE MANAGER (OR SOMEONE APPOINTED BY IT) TO TAKE ALL ACTIONS REQUIRED TO TRANSFER SUCH NEW SHARES ALLOCATED TO ME/US TO THE VPS REGISTRAR AND ENSURE DELIVERY OF SUCH NEW SHARES TO ME/US IN THE VPS, ON MY/OUR BEHALF, (III) AUTHORIZE THE MANAGER TO DEBIT MY/OUR BANK ACCOUNT AS SET OUT IN THIS SUBSCRIPTION FORM FOR THE AMOUNT PAYABLE FOR THE NEW SHARES ALLOTTED TO ME/US, AND (IV) CONFIRM AND WARRANT TO HAVE READ THE PROSPECTUS AND THAT I/WE ARE ELIGIBLE TO SUBSCRIBE FOR NEW SHARES UNDER THE TERMS SET FORTH THEREIN. | | | | | | | | | | | | | | |
| Place and date | | | | Binding Signature | | | | | | | | | | |
| Must be dated in the Subscription Period | | | | The subscriber must have legal capacity. When signed on behalf of a | | | | | | | | | | |

INFORMATION ON THE SUBSCRIBER - ALL FIELDS MUST BE COMPLETED

number:

company or pursuant to an authorization, documentation in the form of a company certificate or power of attorney must be enclosed.

First name: Surname / company: Street address: Postcode / district / country Personal ID number / organization numb

Nationality: E-mail address: Daytime telephone

ADDITIONAL GUIDELINES FOR THE SUBSCRIBER

Regulatory issues: In accordance with the Markets in Financial Instruments Directive ("MiFID") of the European Union, Norwegian law imposes requirements in relation to business investments. In this respect, the Receiving Agent must categorize all new clients in one of three categories: eligible counterparties, professional clients and non-professional clients. All subscribers in the Rights Issue who are not existing clients of the Receiving Agent will be categorized as non-professional clients. Subscribers can, by written request to the Receiving Agent, ask to be categorized as a professional client if the subscriber fulfils the applicable requirements of the Norwegian Securities Trading Act. For further information about the categorization, the subscriber may contact the Receiving Agent (DNB Registrar's Department, Dronning Eufemias gate 30, P.O. Box 1600 Sentrum, NO-0021 Oslo). The subscriber represents that he/she/it is capable of evaluating the merits and risks of a 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.

Selling restrictions: The attention of persons who wish to subscribe for New Shares is drawn to Section 17 "Selling and Transfer Restrictions" of the Prospectus. The Company is not taking any action to permit a public offering of the Subscription Rights or the New Shares (pursuant to the exercise of the Subscription Rights or otherwise) in any jurisdiction other than Norway. Receipt of the Prospectus will not constitute an offer in those jurisdictions in which it would be illegal to make an offer and, in those circumstances, the Prospectus is for information only and should not be copied or redistributed. Persons outside Norway should consult their professional advisors as to whether they require any governmental or other consent or need to observe any other formalities to enable them to subscribe for New Shares. It is the responsibility of any person wishing to subscribe for New Shares under the Rights Issue to satisfy himself 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 Subscription Rights and New Shares have not been registered, and will not be registered, under the United States Securities Act of 1933, as amended (the "U.S. Securities Act"), or with any securities regulatory authority of any state or other jurisdiction of the United States, and may not be offered, sold, exercised, pledged, resold, granted, delivered, allocated, taken up, transferred or delivered, directly or indirectly, within the United States. The Subscription Rights and New Shares have not been and will not be registered under the applicable securities laws of Australia, Canada, Japan or Hong Kong or in any other jurisdiction in which it would not be permissible to offer the Subscription Rights or the New Shares. A notification of exercise of Subscription Rights and subscription of New S

Execution only: The Receiving Agent will treat the Subscription Form as an execution-only instruction. The Receiving Agent 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 the Norwegian Commercial Banks Act and foreign legislation applicable to the Receiving Agent there is a duty of secrecy between the different units of the Receiving Agent as well as between the Receiving Agent and the other entities in the Receiving Agent's respective groups. This may entail that other employees of the Receiving Agent or the Receiving Agent 's respective groups may have information that may be relevant to the subscriber and to the assessment of the New Shares, but which the Receiving Agent will not have access to in their capacity as Receiving Agent for the Rights Issue.

<u>Information barriers:</u> The Receiving Agent is a securities firm that offers a broad range of investment services. In order to ensure that assignments undertaken in the Receiving Agent's corporate finance departments are kept confidential, the Receiving Agent's other activities, including analysis and stock broking, are separated from the respective Receiving Agent's corporate finance departments by information walls. Consequently the subscriber acknowledges that the Receiving Agent's analysis and stock broking activity may conflict with the subscriber's interests with regard to transactions in the Shares, including the New Shares.

<u>VPS-account and mandatory anti money laundering procedures:</u> The Rights Issue is subject to the Norwegian Money Laundering Act of 6 March 2009 No. 11 and the Norwegian Money Laundering Regulation of 13 March 2009 No. 302 (collectively, the "**AML Legislation**"). Subscribers who are not registered as existing customers of the Receiving Agent must verify their identity to the Receiving Agent 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 the Receiving Agent. Subscribers who have not completed the required verification of identity prior to the expiry of the Subscription Period will not be allocated New Shares. Participation in the Rights Issue is conditional upon the subscriber holding a VPS account. The VPS account number must be stated in the subscription form. VPS accounts can be established with authorized VPS registrars, who can be Norwegian banks, authorized securities brokers in Norway and Norwegian branches of credit institutions established within the EEA. Establishment of a VPS accounts 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 authorized by the Financial Supervisory Authority of Norway.

<u>Terms and conditions for payment by direct debiting – securities trading:</u> 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 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.
- b) 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 in another appropriate manner. The bank will charge the indicated account for costs incurred.
- c) The authorization for direct debiting is signed by the payer and delivered to the beneficiary. The beneficiary will deliver the instructions to its bank that in turn will charge the payer's bank account.
- d) In case of withdrawal of the authorization for direct debiting the payer shall address this issue with the beneficiary. Pursuant to the Norwegian Financial Contracts Act the payer'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.
- e) The payer cannot authorize 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 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.
- f) The payer's account will be charged on the indicated date of payment. If the date of payment has not been indicated in the authorization 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 authorization 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.
- g) 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 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 Payment of 17 December 1976 No. 100; 8.50% per annum as of the date of the Prospectus. If the subscriber fails to comply with the terms of payment or should payments not be made when due, the subscriber will remain liable for payment of the New Shares allocated to it and the New Shares allocated to such subscriber will not be delivered to the subscriber. In such case the Company and the Receiving Agent reserve the right to, at any time and at the risk and cost of the subscriber, re-allot, cancel or reduce the subscription and the allocated New Shares, 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 in accordance with section 10-12 fourth paragraph of the Norwegian Public Limited Companies Act. If New Shares are sold on behalf of the subscriber, such sale will be for the subscriber's account and risk (however so that the applicant shall not be entitled to profits therefrom, if any) and the subscriber will be liable for any loss, costs, charges and expenses suffered or incurred by the Company and/or the Receiving Agent as a result of, or in connection with, such sales. The Company and/or the Receiving Agent may enforce payment for any amounts outstanding in accordance with applicable law. The Company and the Receiving Agent reserve the right to have the Receiving Agent pre-fund payment on behalf of subscribers who have not made payment for the New Shares within the Payment Date. Irrespective of such pre-funding (if any), if the subscriber fails to comply with the terms of payment or should payment not be made when due, the non-paying subscribers will remain fully liable for payment for the New Shares together with any interest, costs, charges and expenses accrued irrespective of any such payment by the Receiving Agent.