

CHECKLIST AND GUIDELINES FOR DIRECTORS OF SAMHERJI'S GROUP ENTITIES OUTSIDE OF ICELAND

I. INTRODUCTION

This document has been prepared for the directors of Samherji's group entities which are incorporated in jurisdictions outside of Iceland. Its purpose is to procure that directors ensure that the companies in which they serve as directors follow statutory requirements, and that all minutes of board meetings and shareholders meetings are kept properly.

The document is based on the requirements set forth in Icelandic legislation which can be expected to be similar to the requirements of companies incorporated outside of Iceland. The list should be viewed for guidance purposes and should not be viewed as accurate or exhaustive. Directors should ensure that the companies that they serve are following applicable statutory requirements.

Chapter II of this document provides an overview of Samherji's group entities which are incorporated in jurisdictions outside of Iceland and stipulates the relevant deadlines for holding annual general meetings and delivering financial statements and tax reports to the relevant authorities.

Chapter III of this document provides a checklist which directors are requested to consider carefully in respect to whether the companies that they serve as directors are in compliance with the issues addressed.

Chapter IV of this document provides guidelines that are applicable when companies within the Samherji group are entering into Agreements (as defined in Chapter IV). The guidelines provide that certain agreements shall be submitted for internal approval and certain agreements are subject to legal consultation with group legal counsel.

Should you have any comments or observations concerning this checklist, especially if you are aware of any statutory requirement in the jurisdiction that you serve as a director which is not included in this checklist, please contact group legal counsel, Arna McClure, arna@samherji.is.

II. OVERVIEW OF GROUP ENTITIES

The following table provides an overview of the companies within the Samherji group which are incorporated in jurisdictions outside of Iceland. It provides information concerning the deadline of which (i) an annual general meeting must be held (ii) financial statements must be delivered to the respective authorities (iii) tax reports must be delivered to the respective authorities and (iv) other issues of particular notice to board members.

It should be noted that the table is based on Samherji's best knowledge and should not be viewed as being accurate or exhaustive and it is up to directors to comply with the statutory requirements of each jurisdiction. Further, it should be noted that the table is based only on the relevant laws of each jurisdiction, and does not take into account the articles of association of each company, which may provide otherwise.

Company	AGM deadline	Financial statement deadline	Tax authorities deadline
Poland ¹ - Atlantex Spólka z.o.o - Arctic Navigations - PAOP	Within 6 months of the end of the fiscal year	Within 3 months of the end of the fiscal year	Within 3 months of the end of the fiscal year
Latvia ² - Latvian Fishing Company lfc. - SIA BATERFISA bf.	By 30 April	By 30 April	By 30 April
Canada ³ - Onward FC NL Ltd. - Fame Fisheries Ltd. - New found Ltd. - Newf. Marine Ltd.	Within 6 months of the end of the fiscal year	No later than the last day of the month immediately following the month in which the certificate of incorporation was issued each year following incorporation	Within 6 months of the end of the fiscal year
The United Kingdom ⁴ - Onward FC Ltd. - Onward Investm. Ltd. - UK Fisheries Ltd. - Armana Ltd. - Boyd Line Ltd. - J. Marr (Fishing) Ltd. - Jacinta Ltd. - Kirkella Ltd. - Lionman Ltd. - Marr Management Ltd. - Swanella Ltd. - The North Atlantic Fishing Association Ltd. - Seagold Ltd. - Ice Fresh Seafood Ltd.	No legal obligation, unless provided for in Articles of Association.	Within 9 months of the end of the fiscal year	Within 12 months of the end of the fiscal year

¹ Other issues: Please note that the company should notify the registry court of any change of the data disclosed in the National Court Register (KRS) within 7 days.

² Other issues: Please note that by the end of the financial year, the board prepares and signs the annual accounts; in addition, the board drafts and submits to the shareholders' meeting a proposal on the distribution of profit.

³ Other issues: Please note that a copy of the financial statements, the report of the auditor, if any, and any further information respecting the financial position of the corporation and the results of its operations required by the articles, the bylaws or any unanimous shareholder agreement, must be provided to each shareholder 21 days before the annual meeting unless a shareholder has informed the corporation, in writing, that the shareholder does not want a copy of those documents. Also, please note that if there is a change in directors or a change in a director's address, within 15 days after the change is made, the corporation must send a notice to the Registrar setting out the change. If the corporation changes the address of its registered office, within 15 days after the change, the corporation must send a notice of that change to the Registrar.

⁴ Other issues: Please note that it is necessary to file an annual return via Form AR01 (which lists current shareholders and directors) each year on a pre-determined date specified by the Registrar of Companies.

Norway - Marin Kapital AS.	By 30 June	By 1 August or by 1 September if delivered electronically via the "Altinn" service	By 30 April or by 31 May if delivered electronically via the "Altinn" service
Spain ⁵ - Pesquera Ancora SL - Mercury Seafood SLU	Within 6 months of the end of the fiscal year	Within 1 month after an approval at the AGM	Within 6 months and 25 days of the end of the fiscal year
France ⁶ - Ice Fresh Seafood SARL - Group de Compagnie de - Euronor SAS - Compagnie de Peshes SAS - Euronor Distribution - Comaboko SA - Comapeche Distribution - CDPSM Sante SA	Within 6 months of the end of the fiscal year	Within 1 month after an approval at the AGM, or two months if filed electronically	If the financial year end date is on 31 December, no later than the second working day after 1 May.
Cyprus ⁷ - Esja Seafood Ltd - Esja Shipping Ltd - Seadove Shipping Company Ltd - Heinaste Investment Ltd - Esja Investment Ltd - Ditalo Shipping Company Ltd - Quenya Holdings Ltd - Snaefell Ltd	Within 15 months from the previous AGM	Within 14 days of the AGM	Within 15 months from the end of the fiscal year
Faroe Islands ⁸ - Sp/f Framherji - P/f Bergfrost - Sp/f Framinvest - Sp/f Regn - P/f Vesturvón	Within 6 months of the end of the fiscal year	Within 6 months of the end of the fiscal year	1 July the latest

⁵ Other issues: Please note that in the case of an SLU, according to the Companies Law, when a person becomes the owner of all the shares of a Spanish company, this must be set out in a public deed and recorded in the Commercial Registry within a maximum term of 6 months. Furthermore, the company has to always reflect that it is a sole shareholder company. If the sole shareholder condition is not duly recorded, the sole shareholder is jointly and severally liable with the company for the debts incurred during the period it has been a sole shareholder of the Company. Aside from this, all agreements entered into between the sole shareholder and the company must be in writing and must be further (i) recorded in the mandatory Book of Contracts with the Sole Shareholder and (ii) mentioned in the annual report included in the accounts. If not, the agreements will not be recognized in case of insolvency of the company.

⁶ Other issues: Please note that under French Law, there is no board of directors in a SARL company. Further, in a SAS company, the creation of a board of directors is optional.

⁷ Other issues: Please note that there is a 21 day notice period which is required to convene an AGM, unless all members entitled to attend and vote agree to waive the notice. The length of the notice does not include the day on which it is served nor the day on which it is given.

⁸ Other issues: Please note that the board is obligated to decide upon rules of procedures for its work.

Germany ⁹ <ul style="list-style-type: none"> - CR Cuxhavener Reederei GmbH - Deutsche Fischfang-Union Verwaltungs-GmbH - Deutsche Fischfang-Union GmbH & Co. KG - Cuxhavener Kuhlhaus GmbH - Samherji IT GmbH - Icefresh GmbH - Elke M GmbH - Seefrostvertrieb GmbH 	No legal obligation of shareholder waives the right to a physical meeting	Within 3 months of the end of the fiscal year for medium sized and large corporations. Within 6 months of the end of the fiscal year for small corporations is such extension is within the scope of the ordinary course of business	By 31 May
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III. CHECKLIST

The following constitutes a checklist which directors should consider carefully whether the company that they serve in is in compliance with the issues that are addressed.

- a) Are Annual General Meetings held in accordance with the Articles of Association and statutory requirements?
- b) Are shareholders' meeting resolutions, voting results and lists of shareholders present entered into the minutes of such meetings?
- c) Are the minutes of shareholder meetings signed by the chairman and the secretary of the meetings?
- d) Are meetings correctly convened, particularly in companies which are partly owned by parties external to the Samherji hf. group, and are the relevant nomination of directors' deadlines being complied with?
- e) Are board meetings held regularly (i.e. 4 times a year)?
- f) Are minutes of board meetings kept and signed, and are they preserved so that they can easily be obtained?
- g) Are all significant and/or unusual decisions of the group company recorded in minutes of board meetings?

⁹ Other issues: Please note that there are certain legal obligations to hold shareholders meetings if certain circumstances arise, most notably relating to financial crisis of the company. Also please note that the definition of small, medium sized and large corporations is laid down in law. Further note that without undue delay upon preparation of the financial statements the corporation has to submit the financial statements to its shareholder. The shareholder is then obliged to adopt the financial statements within eight months upon expiry of the preceding business year, in case of a small corporation such period is extended to eleven months. Medium sized and large corporations then have an obligation to file the financial statements to the electronic federal gazette, at the latest within 12 months of the end of the fiscal year. Finally, please note that under German law, books and accounts must be stored for 10 years, and all received and sent commercial letters must be stored for 6 years.

- h) Are agreements entered into by a group company, when executed by the board members, signed by the sufficient number of directors required to sign for the company (in the absence of a proxy granted to an individual to sign agreements on behalf of the company)?
- i) Has the CEO made any major or unusual arrangements that have not been approved by the board and recorded in its record of minutes?
- j) Has the board of directors adopted rules of procedure (if that is a statutory requirement)?
- k) Are board meetings convened by the chairman, are meeting agendas prepared and are the directors provided with the relevant documents in a timely manner before the meeting?
- l) If statutory law requires, has the board of directors adopted a remuneration policy concerning wages and other payments to itself, and, if that is the case, has the policy been approved at the Annual General Meeting?
- m) Does the board of directors ensure sufficient supervision of the respective group company's affairs, such as bookkeeping and the handling of the Company's funds, and if so, how is such supervision practiced?
- n) Does the Company act only within its purpose as set forth in its Articles of Association and By-laws?
- o) Has the Company entered into agreements with its shareholders, shareholders of the parent company, directors or chief executive officer which require the approval of a shareholders meeting.
- p) Are the annual accounts being submitted in a timely manner to the relevant authorities?
- q) Are tax returns and other information being submitted timely to the relevant tax authorities?
- r) If applicable, does documentation of transfer pricing meet the requirements set out in the statutory requirements on transfer pricing?
- s) If statutory law requires, do parent companies inform the board of directors of their subsidiaries about issues that concern the subsidiaries and do they notify the board of directors of proposed decisions that affect the subsidiaries before final decisions are made.
- t) Have shares in group entities been issued to its shareholders, and are shares owned by group entities kept in a safe and easily obtainable manner. If a group entity does not issue shares, and ownership is recorded by a share register, is such a share register duly signed and reflects current ownership?
- u) Does the group entity maintain a share register at its premises?
- v) Do former directors or employees have any signatory rights or access to bank accounts?
- w) Is there a possibility that the place of effective management of the Company will be considered to be elsewhere, i.e. are board meetings or material decisions regarding the group entity made elsewhere.

IV. GUIDELINES IN RESPECT TO ENTERING INTO AGREEMENTS

A. Background

Entering into agreements without proper review or consultation may expose the Samherji group to undue liability and/or other adverse financial consequences.

These guidelines have been developed with the purpose of clarifying the responsibilities of persons involved in negotiating, reviewing and signing agreements entered into by companies within the Samherji group.

The purpose is to create a system that pursues to be efficient and practical, while at the same time identifying and controlling contractual risk, group effects and ensuring sound corporate governance within the Samherji group.

Agreements should never be provided to signatories for purely signing purposes. Note that the right to approve an Agreement according to these guidelines applies **internally** within the Samherji group, and does not necessarily mean that the parties providing approval are legally authorized to sign on behalf of the Samherji group contracting entity externally towards third parties.

The approval procedure is to ensure sound corporate governance and does not limit that the final decision in respect to each Agreement is in the hands of the respective corporate entities within the Samherji group.

It is important that all directors follow these guidelines and they procure that CEO's and other employees follow these guidelines.

B. Scope

These guidelines apply to certain types of agreements, further specified below, to which a company within the Samherji group, is a party.

For the purpose of these guidelines, an "**Agreement**" includes any agreement made by or on behalf of a company within the Samherji group which creates a legally binding obligation or right. Other terms that are sometimes used in place of "Agreement" include contract, lease; guarantee; letter of intent or understanding; terms and conditions; memorandum of agreement, understanding or settlement; waiver; and release. The term includes agreements made on a more informal basis for example emails, acceptance of general terms, accepted tender offer etc. Agreements can take the form of a one page letter agreement, as well as lengthier agreements which govern multiple transactions taking place over time. Money does not have to be exchanged in order for parties to create an enforceable agreement. Furthermore the term may apply to agreement where no formal agreement document exists but a legal commitment is none the less undertaken by a company within the Samherji group.

For the purpose of these guidelines, when an annual agreement value is estimated, the expected income (net of VAT) for the fixed agreement period should be taken into consideration, using best estimate. Several agreements between the same parties regarding the same subject matter which are linked shall be considered as one agreement for the purposes of these guidelines. Otherwise, the amount of the respective agreement should be indicative of the agreement value. In case there is any doubt in respect to whether an agreement reaches approval limits or legal consultation limits, directors are encouraged to contact group legal counsel.

For the purpose of these guidelines, a reference to the “group legal counsel” is a reference to Arna McClure, arna@samherji.is.

C. Approval limits

The relevant group company should seek the approval of its parent company for Agreements that reach the following approval limits. The approval limit represents the expected maximum value of the Agreement or an annual basis at the outset.

Singular approval limit	Collective approval limit per year
Above EUR []	Up to EUR []

Comment [A1]: ATH þær fjárhæðir sem hér um ræðir yrðu að vera slíkar að þær hafi áhrif á samstæðuna og falli utan þess sem venjulegt gæti talist. Hér er t.d. hægt að tengja approval limits við hlutfall veltu einstakra félaga eða hlutfall eigin fjár eða annað

Samherji hf., the ultimate parent company of the group should approve Agreements in the following cases:

- All agreements considered to have or possibly have significant impact on two or more group companies.
- All agreements which provide for cross liabilities between the companies within the Samherji group, such as parent guarantees or where a company within the Samherji group provides security for another company within the Samherji group.

Comment [A2]: ATH

D. Legal consultation

The group legal counsel should be consulted in the following cases before any Agreement is entered into or legal commitment made:

- All agreements worth more than EUR [] (annually).
- All agreements (regardless of agreement value) which are considered to have significant impact on two or more group companies.
- All agreements which provide for cross liabilities between the companies within the Samherji group, such as parent guarantees or where a company within the Samherji group provides security for another company within the Samherji group.

In case that directors become aware of any dispute, claims or proceedings that amount to EUR [] or more, group legal counsel should be consulted.

E. Changes/renewals

Amendments, changes, extensions or renewals to agreements are processed in the same manner as the original agreement and require authorized signatures in accordance with the signing procedures. Where possible, the signatories should be the same persons, or persons holding the same position, as the signatories on the original agreement.

F. Filing

Original copies of Agreements shall be retained and duly filed locally. Copies of all agreements greater than EUR [] shall be provided to the group legal counsel together with the completed agreement completion document, cf. Clause G.

G. Documentation prior to the signing of Agreements

Prior to the signing of any Agreement up to EUR [1], or the Agreement is otherwise unusual or material for the group company concerned, a summary of the material terms of the proposed or draft Agreement must be prepared and provided to the board of directors of the respective group company for its review and consideration, and if applicable, the representative who approves of the agreement, cf. Clause C. If the estimated Agreement value exceeds the approval limit, cf. Clause D, such summary should also be sent to the group legal counsel.

The summary shall include information on all of the following:

- Completed by (name)
- Completed on (date)
- Contracting parties
 - Who is the party (full legal name)
 - Who is the counterparty
- Type of agreement
 - What type of agreement is it? Briefly describe background and the subject matter of the agreement.
- Agreement term and value
 - What is the term of the agreement?
 - What is the annual and estimated total value of the agreement?
- Payment terms
 - What are the agreed payment terms?
- Price adjustment clause
 - Does the agreement provide for adjustment of the price? If yes, how?
- Mostly relevant for sales and purchases.
 - What are the agreed delivery terms?
 - What is warranted by the group entity?
 - What are the counterparty's rights in cases of defective products?
 - Is the seller liable for buyer's losses (direct and indirect)?
 - Does the agreement place a cap on the maximum of the seller's liability?
 - Does the counterparty require any security, such as in assets, guarantees or commitments from parent companies?
- Termination
 - Does the agreement provide a mutual right to terminate the agreement upon material breach which remains uncured after the other party has received notice of breach?
- Confidentiality
 - Does the agreement include a confidentiality provision?
- Force majeure
 - Does the agreement include a force majeure clause?
- Governing law
 - What is the governing law of the agreement?
- Dispute resolution
 - How and where will legal dispute if the parties cannot agree (court or arbitration, place)?
- Authorized signatory
 - Who will sign the agreement for the group entity? Has the agreement been approved internally (ref the agreement approval procedure)?
- Timing
 - What is the anticipated timing for signing of the agreement?
- Other comments

- Are there other things that should be noted with regard to the agreement or the agreement relationship (change of control, cross liabilities etc.)

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