**Wallenius Wilhelmsen ASA (the "Company")**

# Bondholders Offer Form

## Potential Buy-Back of bonds with ISIN NO0012495912 and ISIN NO0012992090

**Danske Bank A/S NUF**
**(the "Manager")**
**13 November 2026**

**Offer:** By submitting this bondholders offer form (the "Bondholders Offer Form") to the Manager before the "reverse Dutch auction" deadline 16:00 CET 27 November 2026, the "Bondholder" (the legal owner of the Bonds) irrevocably commits itself to sell the NOK 1,250,000,000 Senior Unsecured Sustainability-Linked Bonds 2022/2027 maturing 21 April 2027 (ISIN NO0012495912) and/or the NOK 1,000,000,000 Senior Unsecured Sustainability-Linked Bonds 2023/2028 maturing 31 August 2028 (ISIN NO0012992090) (each a "Bond Issue") specified in the tables 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Bondholder until the Company's deadline for acceptance at 09:00 CET 30 November 2026, and may until such time not be withdrawn or modified or altered by the Bondholder. The Company is under no obligation to accept any Offer from any Bondholder.

If the Company accepts the Bondholder's Offer, the Bonds will be transferred to the Company based on the Bondholder's instructions to the Manager in this Bondholders Offer Form (and without obtaining any further instructions from the Bondholder). The Bondholder represents that the Bondholder is the owner of the Bonds 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 Manager no later than 16:00 CET 27 November 2026 to the following recipients:

Danske Bank A/S NUF by e-mail: therese.beil@danskebank.com

The Company and the Manager 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 Manager may, in its sole discretion, accept Offers placed by taped phone, e-mail, Bloomberg or other means it deems 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 fails to satisfy such requirement, in its sole discretion, disregard the Offer, without any liability towards the Bondholder. 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 bonds with ISIN NO0012495912 and/or ISIN NO0012992090 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 30 November 2026. The Company will only communicate acceptance of Offers (if any) through a stock exchange announcement which includes the buy-back price for each Bond Issue (each a "Buy-Back Price") and consequently the total amount of bonds of each Bond Issue to be repurchased (if any). The "reverse Dutch auction", the Buy-Back Price, allocation and any pro rata reduction will be determined separately for each Bond Issue, the Buy-Back Prices for the two Bond Issues may differ, and the Company may accept Offers in either, both or neither of the Bond Issues. Eligible bondholders with offers equaling the applicable 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 for Bonds offered at the Buy Back Price for each offering Bondholder. Allocation will be based on the price offered by the offering Bondholders and with pro-rata allocation at the Buy Back Price. All Bonds of the same Bond Issue bought back in the Buy Back Offer will receive the applicable Buy Back Price. 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 7 December 2026, unless settlement is delayed due to technical and/or administrative errors. The Company will pay the applicable Buy-Back Price together with accrued unpaid interest on the Bonds acquired for the period up to but excluding the settlement date, calculated in accordance with the terms of the relevant Bond Issue.

**SPECIFICATION OF OFFER IN ISIN NO0012495912:**

| Bondholder's VPS account / Euroclear account / Custodian / Fund / Name | Nominal amount(s) of Bonds | Offer price(s) in "reverse Dutch auction" |
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**SPECIFICATION OF OFFER IN ISIN NO0012992090:**

| Bondholder's VPS account / Euroclear account / Custodian / Fund / Name | Nominal amount(s) of Bonds | Offer price(s) in "reverse Dutch auction" |
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The Manager is 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.

| **Bondholder date and place** | **Binding signature**<br>The Bondholder 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. |
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**DETAILS OF THE BONDHOLDER:**

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| Prime Broker **(MUST BE COMPLETED FOR NON-NORWEGIAN BONDHOLDERS)** |
| Bondholder's 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 Manager has the right to disregard the offer, without any liability towards the Bondholder, 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, the Manager reserves the right to obtain such information through publicly available sources and use such number in the Offer.**

**Please note: if the Bondholders Offer Form is sent to the Manager by e-mail, the e-mail will be unsecured unless the Bondholder itself takes measures to secure it. The Bondholders Offer Form may contain sensitive information, including national identification numbers, and the Manager recommend the Bondholder to send the Bondholders Offer Form to the Manager 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 the Bonds (or any person acting as agent, custodian, fiduciary or other intermediary capacity for a Bondholder or beneficial owner) 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 sell 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 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 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 Manager is acting on behalf of the Company in connection with the request for Offer and any agreement to sell. The Manager 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 you will be deemed to have acknowledged, represented to and agreed with the Manager that: (a) you have such business and financial experience as is required to give you the capacity to protect your own interests in connection with the sale of Bonds under the

Offer; (b) you may not rely, and have not relied, on any investigation that the Manager or any of their respective affiliates, or any person acting on behalf of the Manager or any of their respective affiliates, may have conducted with respect to the Company, the Bonds, and neither the Manager nor any of their respective affiliates have made any representation to you, express or implied, with respect to the Company, the Bonds or the accuracy, completeness or adequacy of any publicly available information; (c) you understand that no disclosure or offering document has been prepared in connection with the Offer; (d) you have made your own assessment when submitting the Offer based on such information as is publicly available (which you acknowledge you have been able to access, read and understand); (e) you have made your own investment decision regarding the Offer based on your own knowledge and investigation of the Company and the Bonds; (f) the Manager 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 you in the course of your evaluation of the Offer; (g) the Manager 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 Manager is aware of such inaccuracies or omissions; (h) you have consulted your own independent advisers or otherwise have satisfied yourself concerning, without limitation, any accounting, regulatory, tax or other consequences of selling the Bonds in the light of your own particular situation under the laws of all relevant jurisdictions.

**Data Protection:** As data controller the Manager processes 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 Manager's processing of personal data, please review the Manager's privacy policy, which is available on its website or by contacting the Manager. 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.

**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 district court as legal venue.

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