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 EXHIBIT 10.2  
 AFFILIATE'S AGREEMENT  
  
 March 20, 1997  
  
Olicom A/S  
Nybrovej 114  
XX-0000 Xxxxxx  
Xxxxxxx  
  
Dear Sirs:  
  
 An Agreement and Plan of Reorganization (the "Merger Agreement") dated  
as of March 20, 1997, has been entered into by and among Olicom A/S, a  
corporation organized under the laws of the Kingdom of Denmark ("Olicom"), PW  
Acquisition Corporation, a Delaware corporation ("MergerSub"), and CrossComm  
Corporation, a Delaware corporation ("CrossComm"). The Merger Agreement  
provides for the merger of MergerSub with and into CrossComm (the "Merger").  
In accordance with the Merger Agreement, shares of CrossComm Common Stock (as  
defined in the Merger Agreement) owned by me at the Effective Time (as defined  
in the Merger Agreement) shall be exchanged for the Merger Consideration (as  
defined in the Merger Agreement) consisting in part of common stock, nominal  
value DKK 0.25 per share, of Olicom ("Olicom Common Stock") and Warrants (as  
defined in the Merger Agreement), all as described in the Merger Agreement.  
  
 I have been advised that as of the date of this Agreement I may be  
deemed to be an "affiliate" of CrossComm, as the term "affiliate" is defined  
for purposes of paragraphs (c) and (d) of Rule 145 of the Rules and Regulations  
(the "Rules and Regulations") of the Securities and Exchange Commission (the  
"Commission") under the Securities Act of 1933, as amended (the "Securities  
Act").  
  
 In consideration of the mutual agreements, provisions and covenants  
set forth in the Merger Agreement and in this Letter Agreement, and after such  
consultation with counsel as I deemed necessary or appropriate, I represent,  
warrant and covenant to Olicom that:  
  
 1. Rule 145. I will not offer, sell, pledge, transfer or  
otherwise dispose of any of the shares of Olicom Common Stock, any Warrants or  
any Warrant Shares (as defined in the Merger Agreement) issued to me in the  
Merger unless at such time either: (i) such transaction shall be permitted  
pursuant to the provisions of Rule 145 under the Securities Act, (ii) I shall  
have furnished to Olicom an opinion of counsel, reasonably satisfactory to  
Olicom, to the effect that no registration under the Securities Act would be  
required in connection with the proposed offer, sale, pledge, transfer or other  
disposition; (iii) a registration statement under the Securities Act covering  
the proposed offer, sale, pledge, transfer or other disposition shall be  
effective under the Securities Act; or (iv) I am a partnership and such  
transaction is a pro rata distribution to my partners (and if my partners are  
partnerships or closely-held corporations, they may in turn make pro rata  
distributions to their partners/stockholders), provided that each such  
transferee agrees that such securities remain subject to the restrictions  
specified in this paragraph.  
  
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 2. Legends.  
  
 (a) I understand that all certificates representing the  
CrossComm Common Stock, Warrants and Warrant Shares deliverable to me pursuant  
to the Merger shall bear a legend substantially as follows:  
  
 "The securities represented by this certificate may not be offered,  
 sold, pledged, transferred or otherwise disposed of except in  
 accordance with the requirements of the Securities Act of 1933 and the  
 other conditions specified in the Affiliate's Agreement dated as of  
 March 20, 1997, between the holder of this certificate and Olicom, a  
 copy of which agreement may be inspected by the holder of the  
 certificate at the principal offices of Olicom or furnished by Olicom  
 to the holder of this certificate upon written request and without  
 charge."  
  
 (b) I understand that unless the transfer by me of shares of  
Olicom Common Stock, Warrants and Warrant Shares has been registered under the  
Securities Act or is a sale made in conformity with the provisions of Rule 145,  
Olicom reserves the right to place the following legend on the certificates  
issued to my transferee:  
  
 "The securities represented by this certificate were acquired from a  
 person who received such securities in a transaction to which Rule 145  
 promulgated under the Securities Act of 1933 applies. The securities  
 have been acquired by the holder not with a view to, or for resale in  
 connection with, any distribution thereof within the meaning of  
 Securities Act of 1933 and may not be sold, pledged or otherwise  
 transferred except in accordance with an exemption from the  
 registration requirements of the Securities Act of 1933."  
  
 It is understood and agreed that the legends set forth in paragraphs  
(a) and (b) above shall be removed by delivery of substitute certificates  
without such legend if I shall have delivered to Olicom a copy of a letter from  
the staff of the Commission, or an opinion of counsel in form and substance  
reasonably satisfactory to Olicom, to the effect that such legend is not  
required for purposes of the Securities Act.  
  
 Olicom, in its discretion, may cause stop transfer orders to be placed  
with its transfer agent with respect to the certificates for the shares of  
Olicom Common Stock, Warrants and Warrant Shares which are required to bear the  
foregoing legend.  
  
 (c) The restrictions in paragraph 2 shall no longer apply  
and the legends set forth in this paragraph shall not apply after such time as  
Rule 145(d), by its terms, is no longer applicable  
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to the shares of Olicom Common Stock, Warrants and Warrant Shares delivered  
pursuant to the Merger, as the case may be.  
  
 3. Miscellaneous.  
  
 (a) This Affiliate's Agreement shall be governed by and  
construed in accordance with the laws of the State of Delaware, without regard  
to principles of conflicts of law.  
  
 (b) This Affiliate's Agreement shall be binding on my  
successors and assigns, including my heirs, executors and administrators.  
  
 I have carefully read this Affiliate's Agreement and discussed its  
requirements, and other applicable limitations upon my ability to sell,  
transfer or otherwise dispose of shares of Olicom Common Stock, Warrants and  
Warrant Shares to the extent I believed necessary, with my counsel or counsel  
for CrossComm.  
  
 Very truly yours,   
   
   
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 Signature   
  
 Print Name   
ACCEPTED:  
  
OLICOM A/S  
  
  
By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
Its: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
DATE: March \_\_, 1997