

NEOVICI SECURES LOAN OF SEK 11.0 MILLION FOR ACQUISITION FINANCING, RENEGOTIATES EXISTING CREDIT FACILITY AND OTHER OUTSTANDING LOAN

The Board of Directors of Neovici Holding AB ("Neovici" or the "Company") has today, on December 20, 2024, resolved to enter into a loan agreement totalling SEK 11.0 million (the "Loan"), with Exelity AB (the "Lender"), to finance the acquisition of Wraptech Svenska AB, as announced by the Company in a separate press release today (the "Acquisition") and to make operational investments succeeding the completion of the Acquisition. The Loan has a set-up fee of six point zero (6.0) percent, corresponding to approximately SEK 0.7 million, and the Loan has a compounding interest of one point twenty-five (1.25) percent per the beginning of every 30-day period on the total outstanding Loan amount, including accrued interest and the set-up fee. The Loan, including accrued interest, matures no later than December 20, 2025 (the "Maturity Date"), unless the Lender opts to convert the Loan, including accrued interest, into Class B shares in the Company prior to the Maturity Date of the Loan. Furthermore, the Board of Directors of Neovici have renegotiated the maturity date of the existing credit facility, issued by iWork EP SA, totalling approximately SEK 28 million (the existing "Credit Facility"), to December 31, 2027, and renegotiated the maturity date of the Company's loan from Mikael Berggren to December 31, 2027.

Background and motive

The Company's Board of Directors has today, on December 20, 2024, resolved to enter into a loan agreement totalling SEK 11.0 million with the Lender. The purpose of the Loan is to finance the Acquisition of Wraptech Svenska AB, as announced by the Company in a separate press release today, and to be able to make operational investments succeeding the completion of the Acquisition.

Key terms of the Loan

- The Loan, totalling SEK 11.0 million, has a set-up fee of six point zero (6.0) percent, equivalent to approximately SEK 0.7 million.
- The Loan has a compounding interest of one point twenty-five (1.25) percent per the beginning of every 30-day period on the total outstanding Loan amount, including accrued interest and the set-up fee.
- The Loan has a duration of 12 months and matures no later than December 20, 2025, unless the Lender opts to convert the Loan, including accrued interest, into Class B shares in the Company prior to the Maturity date of the Loan.
- According to the loan agreement, the Lender can convert all or part of the Loan, including accrued interest, into Class B shares in the Company by initiating a conversion of the Loan (the "Conversion") at a fixed conversion price of SEK 8.34 per Class B share.

- Such Conversion of the Loan may occur at one or several occasions (the "Conversion Events"), after which the Company's Board of Directors, with authorization or otherwise through a subsequent approval at an extraordinary general meeting, will resolve on one or several directed set-off issues to the Lender to enable Conversion of, the whole or part of, the Loan.
- The conversion amount at such a Conversion Event shall be no less than SEK 2.5 million, provided that the Lender has an outstanding debt claim against the Company of at least such equivalent amount. In the event that the Lender's outstanding debt claim with respect to the Loan amounts to less than SEK 2.5 million, Conversion may take place for a lower amount, but in that case, for the Lender's total outstanding debt claim in regards to the Loan.
- Neovici has the right to repay the Loan, including accrued interest, at any time prior to the Maturity Date, without additional cost.
- The transaction costs associated with the procurement of the Loan, including the Lender's set-up fee, estimates to approximately SEK 1.2 million.

The fixed Conversion price per Class B share in the Company has been determined based on the volume-weighted average price of the Company's B-shares during the period from December 16, 2024, up to and including December 19, 2024 (the "VWAP price"), with the VWAP price then multiplied by 130 percent. The terms of the Loan, including the fixed conversion price, have been determined through negotiations with the Lender at an arm's length distance, through the financial advisor, and the Board considers the terms to be marketable terms.

The Board's reason for deviating from the shareholders' preferential rights

In the event that the Company, with authorization, or otherwise extraordinary general meeting of the Company, resolves on one or several directed set-off issues to the Lender, due to the Lender converting all or part of the Loan into Class B shares in the Company, the reason for deviating from shareholders' preferential right is to fulfil the Company's legal obligations to the Lender under the loan agreement. The Board of Directors have considered the possibility to finance the Acquisition through other financing alternatives, such as for example a rights issue of Class B Shares, but the Board of Directors has concluded that conducting a rights issue would be more time-consuming and costly for the Company. Therefore, the Board of Directors' coherent assessment is that the procurement of the Loan represents the most efficient financing alternative for the Acquisition and is beneficial for the Company and its shareholders.

Renegotiation of existing credit facility and loan

Furthermore, the Board of Directors has today renegotiated the maturity date through an extension, for the existing Credit Facility with iWork EP SA to December 31, 2027, and for the Company's loan from Mikael Berggren to December 31, 2027. The renegotiations also includes that the existing Credit Facility and the Company's debt to Mikael Berggren are subordinated to the Loan from the Lender.

Shares, share capital and dilution

In the event that the Lender converts the entire Loan totalling SEK 11.0 million, excluding accrued interest, at the fixed Conversion price of SEK 8.34 per Class B share, the Company's share capital will increase by SEK 65,947.20 through the issuance of 1,318,944 new Class B shares, corresponding to a dilution effect of approximately 3.04 percent of the shares in the Company, and 1.66 percent of the voting rights in the Company, calculated based on the number of shares and voting rights in the Company, as of entering of the Loan Agreement.

Advisors

Mangold Fondkommission AB is financial advisor to Neovici in connection with the procurement of the Loan.

Contact

Jan Berggren, CEO and founder

Email: jan.berggren@neovici.com

Phone: + 46 70 615 10 01

About Neovici

Neovici Holding AB ("Neovici") was founded in Stockholm in 2009 and is a leading provider of automated services through the innovative SaaS platform Cosmoz. The company continuously introduces new features focusing on AI-driven automation and annually handles large transaction flows for players in retail, energy, and telecom. Neovici has a strong presence in the Nordic countries and in Latin America. In 2024, Neovici was listed on Nasdaq First North Growth Market.

Read more at: <https://www.neovici.se>

Certified Adviser

The company's Certified Adviser is Eminova Fondkommission AB | + 46 8 684 211 10 | adviser@eminova.se.

The English text is an unofficial translation of the original Swedish text. In case of any discrepancies between the Swedish text and the English translation, the Swedish text shall prevail.

This information is information that Neovici is obliged to make public pursuant to the EU Market Abuse Regulation. The information was submitted for publication, through the agency of the contact persons set out above, at 2024-12-20 15:50 CET.

Attachments

[Neovici secures loan of SEK 11.0 million for acquisition financing, renegotiates existing credit facility and other outstanding loan](#)