



In favour of the remaining shareholders of Crayon Group Holding ASA

Date: 2 July 2025

Bank Guarantee in connection with the compulsory acquisition of all shares in Crayon Group Holding ASA by SoftwareOne Holding AG

In connection with the compulsory acquisition made by SoftwareOne Holding AG (the "**Acquirer**") in respect of all the issued and outstanding shares in Crayon Group Holding ASA not already owned by the Acquirer (the "**Minority Shares**"), in accordance with Section 4-25 of the Norwegian Public Limited Companies Act, ref Section 6-22 of the Norwegian Securities Trading Act (the "**Compulsory Acquisition**"), and further at the request of and for the account of the Acquirer, we, UniCredit Bank GmbH, unconditionally guarantee as for our own debt (in Norwegian: *selvskyldnergaranti*) the payment of NOK 144.7834 per Minority Share to the former shareholders of Crayon Group Holding ASA (whose Minority Shares have been subject to the Compulsory Acquisition) the correct settlement of the price per Minority Share in respect of the Compulsory Acquisition.

Our liability under this guarantee is limited to the Maximum Principal Guarantee Amount (as defined below), plus statutory default interest (currently 12.25% per cent per annum) for late payment for a period of up to four (4) weeks from the latest date of settlement for the Minority Shares acquired by the Acquirer under the Compulsory Acquisition (the "**Guarantee Period**"). To the extent that any decision to change the Norwegian default interest is adopted by the Financial Supervisory Authority of Norway pursuant to the Norwegian Act on Interest on Late Payments of 17 December 1976 no. 100 and appurtenant regulations within the Guarantee Period, such changed default interest is comprised by this guarantee. No other claims will be covered by this guarantee.

As used herein, the term "**Maximum Principal Guarantee Amount**" means: NOK 1,067,629,316.7984, which is equal to the maximum amount payable by the Acquirer for the Minority Shares pursuant to the compulsory acquisition price of NOK 144.7834 per Minority Share, multiplied by the number of Minority Shares (7,373,976 Minority Shares) not already owned by the Acquirer.

Claims under this guarantee may be made only after 11 July 2025 (the latest date of settlement) in accordance with the terms of the Compulsory Acquisition and must be received by us before 16:00 hours (CEST) on 8 August 2025, after which time this guarantee lapses, and shall be returned to UniCredit Bank GmbH at the address specified below.

Claims under this guarantee must be made in writing to:

UniCredit Bank GmbH

Postal and visiting address: Arabellastrasse 12, 81925 Munich, Germany

Attn: Gerrit Hanssen, MFS1FS

Members of the Executive Board:
Marion Höllinger (Spokeswoman),
René Babinsky, Marion Bayer-Schiller,
Martin Brinckmann, Artur Gruca,
Marco Iannaccone, Georgiana Lazar-O'Callaghan,
Pierpaolo Montana, Ljubisa Tesić

Chairman of the Supervisory Board:
Andrea Orzel

UniCredit Bank GmbH

Legal Status: Gesellschaft mit beschränkter Haftung
Registered Office: Munich
Listed in the Court Register: Munich HR B 289472
Tax-Id.No.: 143/107/72500
VAT Reg.No.: DE 129 273 380
www.unicreditgroup.eu/clientsolutions

Where any Minority Shares are registered as held by a nominee in the Norwegian Central Securities Depository any claim under this guarantee must be made by such nominee. If the claim is made by a nominee it must state the name and addresses of the underlying shareholder(s) on behalf of whom the claim is made.

Claims under this guarantee shall be accompanied by:

- (a) a written statement signed by the claimant stating:
 - (i) the number of Minority Shares held by the claimant (the "**Claimant's Minority Shares**") at the time of the implementation of the Compulsory Acquisition;
 - (ii) that the claimant has not received payment for the Claimant's Minority Shares on the due date for such payment.
- (b) evidence that the claimant was the owner of record of the Claimant's Minority Shares at the time of implementation of the Compulsory Acquisition in the form of a notice from the Norwegian Central Securities Depository showing the transfer of the Claimant's Minority Shares to the Acquirer;

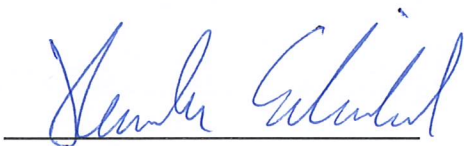
Upon receipt of a claim accompanied by the required documentation, payment will be made to the claimant.

Pursuant to section 6-3 (2) cf. section 6-10 of the regulations to the Norwegian Securities Trading Act of 29 June 2007 no. 876 regarding *inter alia* the requirements for guarantees in respect of voluntary offers, the Maximum Principal Guarantee Amount may be reduced proportionally by the amount corresponding to the number of Minority Shares in respect of which final settlement has been completed by the Acquirer pursuant to the terms of Compulsory Acquisition, including a corresponding portion of the amount included in the Maximum Principal Guarantee Amount to cover late payment interest, provided that the Financial Supervisory Authority of Norway approves it.

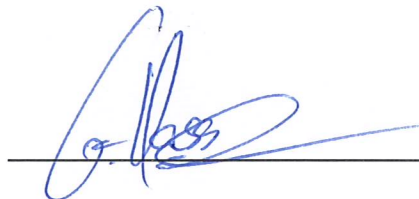
This guarantee shall have a term from the start of the date of this guarantee and until the above stipulated deadline for making claims under the guarantee.

This guarantee shall be governed by and construed in accordance with Norwegian law.

For and on behalf of UniCredit Bank GmbH



Hauke Schinkel
Managing Director



Gerrit Hanssen
Director