

Denne meldingen til obligasjonseierne er kun utarbeidet på engelsk. For informasjon vennligst kontakt Nordic Trustee AS.

To the Bondholders in:

ISIN: NO0013684860 – AGILYX ASA EUR 40,000,000 SUBORDINATED CONVERTIBLE BONDS 2025/2028

20 April 2026

SUMMONS FOR A WRITTEN RESOLUTION

Nordic Trustee AS (the “**Bond Trustee**”) acts as bond trustee for the bondholders (the “**Bondholders**”) in the above mentioned bond issue (the “**Bonds**” or the “**Bond Issue**”) issued by Agilyx ASA as issuer (the “**Issuer**”) pursuant to the bond terms originally dated 20 November 2025, as amended by an amendment and restatement agreement effective 31 March 2026 (the “**Bond Terms**”).

All capitalised terms used, but not defined herein, shall have the same meaning assigned to them in the Bond Terms. References to Clauses and paragraphs are references to Clauses and paragraphs of the Bond Terms.

*The information in this summons (the “**Summons**”) regarding the Issuer, market conditions and described transactions is provided by the Issuer, and the Bond Trustee expressly disclaims all liability whatsoever related to such information.*

1. Background

The Issuer has informed the following as background for the Proposal (as defined below):

The Issuer is acquiring an additional 4.1% equity interest in GreenDot Global S.à.r.l. (“**GreenDot**”) from Lafor (which is concurrently acquiring the 19% stake of Carlos Monreal) (the “**Acquisition**”), taking the Issuer's shareholding from 46% to 50.1%. The GreenDot shareholders' agreement is being amended to confer board control and governance rights sufficient to enable full consolidation of GreenDot under IFRS 10. Consideration for the additional stake is approximately EUR 4.6 million (deferred).

On completion, GreenDot becomes a Subsidiary and Group Company under the Bond Terms. GreenDot is expected to contribute approximately EUR 400 million of revenue and more than EUR 20 million of EBITDA to the Group's reported financials over the next 12 months. Because the Bond Terms were drafted when GreenDot was an associate rather than a subsidiary, targeted amendments are required to reflect its consolidation and accommodate GreenDot's existing and future ordinary-course financing arrangements, and avoid ordinary-course events at GreenDot triggering Issuer-level Events of Default.

Prior to issuing this Summons, the Issuer has discussed the Proposal (as defined below) with, and received support from, Bondholders representing >2/3s of the outstanding Bonds.

2. Proposal

Based on the above, the Issuer has requested the Bond Trustee to summon a Written Resolution to propose that the Bondholders resolve the amendments to the Bond Terms as set out below (the “**Proposal**”):

- (a) The first paragraph of the definition of "Dividend" shall be amended to read as follows:

*"**Dividend**" means any dividend or distribution to Shareholders (including a Spin-Off) in their capacity as Shareholders of the Issuer, whether of cash, assets or other property, and however described and whether payable out of a share premium account, profits, retained earnings or any other capital or revenue reserve or account, and including a distribution or payment to Shareholders upon or in connection with a reduction of capital (and for these purposes a distribution of assets includes without limitation an issue of Shares or other Securities credited as fully or partly paid up by way of capitalisation of profits or reserves) provided that: '*

- (b) The definition of "Permitted Financial Indebtedness" in the Bond Terms shall be amended to read as follows:

*"**Permitted Financial Indebtedness**" means any Financial Indebtedness:*

- (a) created under or as contemplated by the Finance Documents;*
- (b) the GreenDot Debt;*
- (c) arising under the GreenDot Vendor Note;*
- (d) any Financial Indebtedness in relation to letter of credits, indemnities, and/or similar guarantees or instruments issued by bank or financial institutions, that are incurred during the ordinary course of the relevant Group Company;*
- (e) any Financial Indebtedness under or in connection with (including borrowing of amounts required for deposit) leases of office buildings, vehicles, equipment, computers, or other relevant assets incurred in the ordinary course of business;*
- (f) which constitutes a loan from one Group Company to another Group Company;*
- (g) arising under supplier credits or in connection with prepayments on offtake agreements on normal commercial terms in the ordinary course of business;*
- (h) any Subordinated Loan;*
- (i) arising as a result of a contemplated refinancing of the Bonds in full provided that (i) a call notice will be served in connection with the refinancing (for full redemption of the Outstanding Bonds), and (ii) the proceeds of such debt issuance are held in escrow until full repayment of the Bonds; and*

- (j) *any other Financial Indebtedness not permitted by the preceding paragraphs and the aggregate outstanding principal amount of which does not exceed an aggregate amount of USD 500,000 (or the equivalent in other currencies) at any time.'*
- (c) The definition of "Qualifying Equity Capital Raise" in the Bond Terms shall be amended to read as follows:
- "Qualifying Equity Capital Raise"** means any issuance of Shares, or securities convertible into Shares (including warrants, convertible bonds or bonds plus warrant structure), for cash, cash equivalents or other securities, provided that the aggregate gross proceeds of such issuances (in aggregate during the term of the Bond Issue) exceeds the equivalent of NOK 10,000,000. '*
- (d) A definition of "GreenDot Debt" shall be added to the Bond Terms and shall read as follows:
- "GreenDot Debt"** means any Financial Indebtedness of GreenDot and its Subsidiaries, from time to time. '*
- (e) A definition of "GreenDot Vendor Note" shall be added to the Bond Terms and shall read as follows:
- "GreenDot Vendor Note"** means the vendor note issued in connection with the Issuer's acquisition of a 4.1% stake in GreenDot from Lafor in the amount of EUR 4,640,000. '*
- (f) Paragraph (b) of Clause 12.2 (*Conversion Price Reset*) of the Bond Terms shall be deleted.
- (g) Clause 16.7 (*Distributions*) of the Bond Terms shall be amended to read as follows:
- 'The Issuer shall not, and shall procure that no other Group Company will, make any Distributions to any direct or indirect Shareholder, other than by way of any Distributions made by GreenDot or its Subsidiaries pro rata to its shareholders based on their respective ownership. '*

Implementation of the Proposal shall be subject to the conditions set out in Clause 3 (*Conditions*) below.

3. Conditions

Conditions precedent:

The amendments set out in the Proposal when approved by the requisite majority under the Bond Terms, shall become effective from the date of which the following conditions precedent have, in the Bond Trustee's sole discretion, been satisfied, delivered or waived:

- (a) the amendment agreement to the Bond Terms in respect of the Proposal (the “**Amendment Agreement**”) duly executed by the Issuer and the Bond Trustee;
- (b) a confirmation from the Issuer that all third-party consents required for, or related to, the Acquisition have been granted;
- (c) copies of all necessary corporate resolutions of the Issuer to execute the amendment agreement and any other Finance Documents to which it is a party;
- (d) copies of a full extract from the relevant company register in respect of the Issuer and of its articles of association;
- (e) evidence of payment of all fees of the Bond Trustee (including fees of external legal counsel) incurred in connection with the Proposal; and
- (f) legal opinions or other statements as may be required by the Bond Trustee (including in respect of corporate matters relating to the Issuer and the legality, validity and enforceability of these Bond Terms and the Finance Documents).

4. Evaluation of the Proposal

The Proposal is put forward to the Bondholders without further evaluation or recommendation from the Bond Trustee. Nothing herein shall constitute a recommendation to the Bondholders from the Bond Trustee. Each Bondholder should independently evaluate the Proposal and vote accordingly.

5. Further information

For further questions to the Issuer, please contact:

Ranjeet Bhatia, CEO
ranjeet.bhatia@agilyx.com

Bertrand Laroche, CFO
Bertrand.laroche@agilyx.com

The Issuer has retained Arctic Securities AS as financial advisor (the “**Advisor**”). Bondholders may contact the Advisor for further information:

Joakim Noraas
Joakim.noraas@arctic.com
+47 21 01 31 00

The Advisor acts solely for the Issuer and no-one else in connection with the Proposal. No due diligence investigations have been carried out by the Advisor with respect to the Issuer, and the Advisor expressly disclaims any and all liability whatsoever in connection with the Proposal (including but not limited to in respect of the information herein).

For further questions to the Bond Trustee, please contact Merete Vatsendvik, +47 22 87 94 11, vatsendvik@nordictrustee.com.

6. Written Resolution

Bondholders are hereby provided with a voting request for a Bondholders' Resolution pursuant to Clause 18.5 (*Written Resolutions*) of the Bond Terms. For the avoidance of doubt, no Bondholders' Meeting will be held.

It is proposed that the Bondholders resolve the following (the "**Proposed Resolution**"):

"The Bondholders approve the Proposal as described in section 2 (Proposal) of this Summons.

The Bond Trustee is hereby authorized to implement the Proposal and carry out other necessary work to implement the Proposal, including to prepare, negotiate, finalize and enter into all necessary agreements in connection with documenting the decisions made by way of this Written Resolution as well as carry out necessary completion work, including agreeing on necessary amendments to the Bond Terms and other Finance Documents."

* * * *

Voting Period: The Voting Period shall expire ten (10) Business Days after the date of this Summons, being on 5 May 2026 at 16:00 Oslo time. The Bond Trustee must have received all votes necessary in order for the Written Resolution to be passed with the requisite majority under the Bond Terms prior to the expiration of the Voting Period.

How to vote: A duly completed and signed Voting Form (attached hereto as Schedule 1), together with proof of ownership/holdings must be received by the Bond Trustee no later than at the end of the Voting Period and must be submitted by scanned e-mail to mail@nordictrustee.com.

A Proposed Resolution will be passed if either: (a) Bondholders representing at least a 2/3 majority of the total number of Voting Bonds vote in favour of the relevant Proposed Resolution prior to the expiry of the Voting Period; or (b) (i) a quorum representing at least 50% of the total number of Voting Bonds submits a timely response to the Summons and (ii) the votes cast in favour of the relevant Proposed Resolution represent at least a 2/3 majority of the Voting Bonds that timely responded to the Summons.

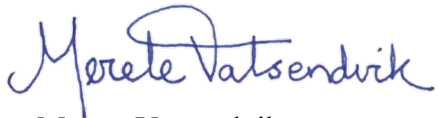
If no resolution is passed prior to the expiry of the Voting Period, the number of votes shall be calculated at the expiry of the Voting Period, and a decision will be made based on the quorum and majority requirements set out in Clause 18.1 (*Authority of the Bondholders' Meetings*).

The effective date of a Written Resolution passed prior to the expiry of the Voting Period is the date when the resolution is approved by the last Bondholder that results in the necessary voting majority being achieved.

If the above resolution is not adopted as proposed herein, the Bond Terms and other Finance Documents will remain unchanged.

Yours sincerely

Nordic Trustee AS

A handwritten signature in blue ink that reads "Merete Vatsendvik". The signature is written in a cursive style with a large, looped initial "M".

Merete Vatsendvik

Enclosed:

Schedule 1: Voting form

Schedule 1: Voting Form

ISIN: NO0013684860 AGILYX ASA EUR 40,000,000 SUBORDINATED CONVERTIBLE BONDS 2025/2028

The undersigned holder or authorised person/entity, votes in the following manner to the Proposed Resolution as defined in the Notice of a Written Resolution dated 20 April 2026:

In favour of the Proposed Resolution

Against the Proposed Resolution

ISIN NO0013684860	Amount of bonds owned
Custodian Name	Account number at Custodian
Company	Day time telephone number
	E-mail

Enclosed to this form is the complete printout from our custodian/VPS¹, verifying our bondholding in the bond issue as of _____.

We acknowledge that Nordic Trustee AS in relation to the Written Resolution for verification purpose may obtain information regarding our holding of Bonds on the above stated account in the securities register VPS.

We consent to the following information being shared with the issuer's advisor (the Advisor):

- Our identity and amounts of Bonds owned
- Our vote

Place, date

Authorized signature

Return by mail:
Nordic Trustee AS
PO Box 1470 Vika
N-0116 Oslo
Norway

Telephone: +47 22 87 94 00
E-mail: mail@nordictrustee.com

¹ If the Bonds are held in custody other than in the VPS, evidence provided from the custodian confirming that (i) you are the owner of the Bonds, (ii) in which account number the Bonds are held, and (iii) the amount of Bonds owned.