

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

11 May 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 and an amendment agreement dated 27 April 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):

To finance the acquisition of the increased ownership stake in GreenDot (as announced in the stock exchange notice dated 20 April 2026) and fund general corporate purposes, the Issuer has resolved to issue new convertible bonds in an aggregate nominal amount of EUR 10,000,000 following a dialogue with its biggest bond investor.

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 Maximum Issue Amount as set out in paragraph (a) of Clause 2.1 (*Amount, denomination and ISIN of the Bonds*) shall be amended from EUR 40,000,000 to EUR 50,000,000.
- (b) A new paragraph (h) shall be added to Clause 2.1 which shall read:

'Additional Bonds may be issued under a separate ISIN as temporary bonds in order to separate the Additional Bonds from the Bonds until all conditions precedent and conditions subsequent (as set out in the relevant Tap Issue Addendum) for such Tap Issue have been satisfied. After all such conditions precedent and conditions subsequent have been satisfied, the Issuer shall ensure that the temporary bonds are converted into the ISIN for the Bonds. Temporary bonds may, prior to conversion into the ISIN for the Bonds, be subject to provisions in the relevant Tap Issue Addendum. '

- (c) Clause 7.14 (*Share Conversion*) of the Bond Terms shall be amended to read as follows (proposed changes in track changes):

'The Issuer will, during the Conversion Period, have the authority to issue and allot, free from pre-emption rights and at the Conversion Price, sufficient Shares to enable the Conversion Rights to be satisfied in full at the Conversion Price, other than with respect to any Additional Bonds issued under a separate ISIN in accordance with paragraph (h) of Clause 2.1.'

- (d) Paragraph (a) of Clause 12.2 (*Conversion Price Reset*) of the Bond Terms shall be amended to read as follows (proposed changes in track changes):

- (a) *'In the event the Issuer carries out a Qualifying Equity Capital Raise, the Conversion Price shall be reset as set out below. In the event of the Qualifying Equity Capital Raise being:*

- (i) *an equity issue, the Conversion Price shall be reset down to the lower of:*

(1) *~~the product of (1 + the Conversion Premium) and the share price at which the Shares or other securities are issued in such Qualifying Equity Capital Raise, and~~*

(2) *the Conversion Price immediately prior to the Qualifying Equity Capital Raise; or*

- (ii) *issuance of warrants, convertible bonds or bonds plus warrants, the Conversion Price shall be reset down to the share price at which such securities can be converted into common Shares of the Issuer,*

provided that for both (i) and (ii) above, ~~the Conversion Price cannot be adjusted down by an amount which is more than 50 per cent of the Conversion Price, and, for the avoidance of doubt,~~ the Conversion Price may not be adjusted upwards. '

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 duly executed Tap Issue Addendum for a Tap Issue in an aggregate nominal amount of EUR 10,000,000;
- (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 27 May 2026 at 12:00 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.

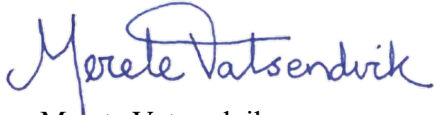
If no resolution is passed prior to the expiry of the Voting Period, the number of votes shall be calculated at the expiry of the Voting Period, and a decision will be made based on the quorum and majority requirements set out in Clause 18.1 (*Authority of the Bondholders' Meetings*).

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 11 May 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.