

Draft resolutions which will be voted at the Extraordinary General Meeting of Shareholders on May 14, 2024

The Management Board of Agora S.A. with its registered seat in Warsaw ("**Company**", "**Agora S.A.**") will submit draft resolutions which the Management Board intends to present to the Extraordinary General Meeting of Shareholders of the Company ("**General Meeting**") convened for **May 14, 2024, 10:00 a.m.** in the Company's building at ul. Czerska 8/10 in Warsaw.

"Resolution No. [...]

on the election of the Chairperson of the General Meeting

Pursuant to Article 409 § 1 of the Commercial Companies Code and § 6, item 3.1. of the By-laws of the General Meeting, the General Meeting hereby elects Mr/Ms [•] to chair the General Meeting."

"Resolution No. [...]

on adopting the agenda

Pursuant to § 10 item 2.1. of the By-laws of the General Meeting, the General Meeting hereby adopts the announced agenda."

"Resolution No. [...]

on electing the members of the returning committee

Pursuant to § 8 item 2.2. of the By-laws of the General Meeting, the General Meeting has decided to appoint Mr/Ms [•] to the returning committee."

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Statement of grounds for the draft resolutions No. [...]

Resolutions No. [...] are of a procedural nature.

"Resolution No. [...]

on the conclusion of a loan agreement, security documents and other financing documents

"In view of the fact that:

- (A) The Company and some of its subsidiaries (including, in particular, Helios S.A. and AMS S.A.) are parties to several existing loan agreements and other financing documents (the "**Existing Financing Documents**") based on which banks and other financial institutions have granted loans and other forms of financing to the Company and some of its subsidiaries (the "**Existing Financing**");
- (B) The Company and its subsidiaries: (1) Helios S.A.; (2) AMS S.A.; (3) Gazeta.pl sp. z o.o.; (4) Czerska 8/10 sp. z o.o.; (5) Grupa Radiowa Agory sp. z o.o.; (6) Doradztwo Mediowe sp. z o.o.; (7) Plan A sp. z o.o.; (8) Eurozet (defined below); (9) Optimizers sp. z o.o., and (10) Helios Media sp. z o.o. (the "**Original Subsidiaries**") intend to conclude, with a syndicate of banks and/or other financial institutions (the "**Financing Parties**"), a new loan/financing agreement (the "**New Loan Agreement**");
- (C) Under the New Loan Agreement, the Financing Parties will grant the Company and some of the Original Subsidiaries (on condition that the requirements set out in the New Loan Agreement are met) loans and other forms of financing of up to the total principal amount of no more than **PLN 362,000,000 (three hundred and sixty-two million zlotys)** (or an equivalent of this amount in other currencies) (the "**New Financing**");
- (D) The New Financing will be granted in the form of term loans and renewable (revolving) loans; it will be possible to use the renewable (revolving) loans in various forms, including, in particular, in the form of overdraft facilities, letters of credit, bank guarantees, the-so called ancillary loans, etc.;
- (E) The New Financing will be granted for the purpose of: (1) financing the purchase of shares in Eurozet sp. z o.o. ("**Eurozet**") by the Company, representing 49% of the share capital and votes at the General Meeting of Eurozet (the "**Eurozet Shares Being Purchased**") and related costs; (2) refinancing, in whole or in part, by the Company and the Original Subsidiaries, of the Existing Financing and financing related costs, and (3) financing other activities of the Company and the Original Subsidiaries and the Company's other subsidiaries;
- (F) In connection with the New Loan Agreement, the Company and the Original Subsidiaries intend to conclude other new financing documents, including, in particular, agreements and other documents providing security for the Financing Parties' receivables arising from the New Loan Agreement and from other financing documents (the "**New Security Documents**"); moreover, the New Loan Agreement may provide for the conclusion of documents hedging against interest rate risk or foreign exchange risk (the "**Hedging Documents**") by the Company or its subsidiaries;
- (G) The New Loan Agreement, New Security Documents, Hedging Documents (if they are provided for and concluded) and other related financing documents are hereinafter called collectively the "**New Financing Documents**" in this Resolution;
- (H) The New Loan Agreement and other New Financing Documents may be concluded by the Company and the Original Subsidiaries at the same time, or some of the Original Subsidiaries may accede to the New Loan Agreement and conclude other

New Financing Documents after its conclusion by the Company and other Original Subsidiaries;

- (I) Moreover, the New Loan Agreement will provide that, in specific situations, the Company's subsidiaries other than the Original Subsidiaries (the "**Additional Subsidiaries**") may become parties to the New Loan Agreement and Other New Financing Documents;
- (J) The Company, the Original Subsidiaries and the Additional Subsidiaries which conclude the New Financing Documents (or accede to them) are hereinafter called collectively the "**Obligated Entities**" in this Resolution;
- (K) The Obligated Entities may conclude the New Loan Agreement and other New Financing Documents (or accede to them) as borrowers/loaners and as surety providers or guarantors, or only as surety providers or guarantors;
- (L) The New Security Documents will include, among other things (1) the mortgage or mortgages on the properties owned by the Obligated Entities, including, in particular, (i) on the property located in Warsaw at ul. Czerska 8/10 held in perpetual usufruct by Czerska 8/10 sp. z o.o., and (ii) on the properties owned by Helios S.A., located in Opole at ul. Kopernika 17, in Radom at ul. Poniatowskiego 5 and ul. Poniatowskiego (no number given) and in Sosnowiec at ul. Modrzejowskiej 32b; (2) pledges (registered, financial or ordinary) on all or some stocks, shares or other participation titles or units in Obligated Entities, except for the stocks in the Company and shares and/or stocks in some other Obligated Entities; (3) registered pledges on movables and transferable property rights held by the Company, selected Original Subsidiaries and other Obligated Entities, including, in particular, pledges on the sets of movables and transferable property rights of variable composition, constituting a business unit even if their composition was variable, industrial property rights, copyrights and other intellectual property rights held by these entities; (4) pledges (registered, financial or ordinary) on bank accounts (receivables under bank account agreements, rights to funds accumulated in bank accounts); (5) transfers to secure receivables or other rights held by Obligated Entities, including, in particular, rights (receivables) under insurance contracts (policies); (6) guarantees or sureties provided mutually by Obligated Entities for their liabilities arising from the New Loan Agreement and other New Financing Documents; (7) declarations of submission to enforcement proceedings in accordance with Article 777 of the Code of Civil Procedure, made by Obligated Entities,

on the basis of Article 393, point 3 of the Commercial Companies Code and § 13, clause 3 of the Company's Articles of Association, the General Meeting has decided that:

§ 1

- 1. The General Meeting gives its consent to:
 - (a) the conclusion and signature of the New Security Documents by the Company, including, in particular, the establishment of pledges (registered, financial or ordinary) by the Company on the Company's assets, including, in particular, a registered pledge on the Company's set of movables and transferable property rights of variable composition, constituting a business unit, and

pledges (registered, financial or ordinary) on industrial property rights, copyrights and other intellectual property rights, pledges (registered, financial or ordinary) on bank accounts (receivables under bank account agreements, rights to funds accumulated in bank accounts), transfers to secure receivables or other rights held by the Company, including, in particular, rights (receivables) under insurance contracts (policies) and guarantees or sureties for liabilities arising from the New Loan Agreement and other New Financing Documents, in order to secure the Financing Parties' receivables arising from the New Loan Agreement and from other New Financing Documents;

- (b) the conclusion and signature of other New Security Documents by the Company including in particular in connection with the pledges referred to above, including, in particular, declarations of submission to enforcement proceedings;
- (c) including in the pledge agreements concerning the pledges (registered, financial or ordinary) referred to above all the possible means of satisfaction provided for, accordingly (1) in the Act of 6 December 1996 on Registered Pledges and the Pledge Registry; (2) in the Act of 2 April 2004 on Certain Financial Collateral, and (3) in the Civil Code, the Code of Civil Procedure or in other legal regulations, including, in particular, by taking over the pledged assets (including, in particular, the Company's set of movables and transferable property rights of variable composition, constituting a business unit) or selling them in a tender conducted by a notary public or court bailiff or in any other manner permitted by law;
- (d) and, in consequence, to the disposal of the subject of the New Security Documents including in particular pledged assets (including, in particular, the Company's set of movables and transferable property rights of variable composition, constituting a business unit) which will be the result of the creditors satisfying their claims from the collateral established under New Security Documents, including in particular satisfaction of pledgee(s) against the pledges by taking over the pledged assets, selling the pledged assets in a tender conducted by a notary public or court bailiff or in any other manner permitted by law.

2. The General Meeting gives its consent to:

- (a) the establishment of pledges (registered, financial or ordinary) by the Company on all or some of the shares in each of the subsidiaries referred to in § 13, clause 3, letter a), points 1), 2) and 7) of the Articles of Association, i.e. the companies to which the Company's business units were sold, comprising a set of tangible and intangible assets used to carry out the activities listed in § 13, clause 3, letter a), points 1), 2) and 7) of the Company's Articles of Association i.e. (i) the company Agora Książka i Muzyka sp. z o.o. for the benefit of which the activities of the Agora Publishing House were disposed of (§ 13.3.a) point 1 of the Articles of Association), (ii) the company Gazeta.pl sp. zo.o. for the benefit of which the activities of the portal gazeta.pl were disposed of (§ 13.3.a) point 2 of the Articles of Association), and (iii) the company Czerska 8/10 sp. zo.o. for the benefit of which the

activities consisting of maintaining, using and deriving benefits from the property located in Warsaw, at ul. Czerska 8/10 were disposed of (§ 13.3.a) point 7 of the Articles of Association)(the abovementioned companies hereinafter called mutually ("**ZCP Companies**"), in order to secure the Financing Parties' receivables arising from the New Loan Agreement and from other New Financing Documents;

- (b) granting the pledgee(s) the right to exercise the voting rights carried by the shares of the ZCP Companies pledged;
 - (c) the conclusion and signature of other New Security Documents by the Company in connection with the pledges referred to above, including, in particular, declarations of submission to enforcement proceedings, powers of attorney to exercise the voting rights carried by the shares of the ZCP Companies pledged and other rights attached to the shares of the ZCP Companies pledged;
 - (d) including, in the pledge agreements concerning the pledges (registered, financial or ordinary) referred to above, all the possible means of satisfaction provided for, accordingly (1) in the Act of 6 December 1996 on Registered Pledges and the Pledge Registry; (2) in the Act of 2 April 2004 on Certain Financial Security, and (3) in the Civil Code, the Code of Civil Procedure or in other legal regulations, including, in particular, by taking over the pledged assets (shares of the ZCP Companies) or selling them in a tender conducted by a notary public or court bailiff or in any other manner permitted by law;
 - (e) and, in consequence, to the disposal of the pledged assets (shares of the ZCP Companies) which will be the outcome of the pledgee(s) satisfying their claims out of the pledges by taking over the pledged assets, selling the pledged assets in a tender conducted by a notary public or court bailiff or in any other manner permitted by law.
3. The General Meeting gives its consent to the Company voting, at the General Meetings of the ZCP Companies, "yes" for resolutions giving consent to:
- (a) conclude and sign by the ZCP Companies of the New Security Documents including in particular the establishment of pledges (registered, financial or ordinary) by the ZCP Companies on the assets of ZCP Companies, including, in particular, a registered pledges on the sets of movables and transferable property rights of variable composition, constituting a business unit, owned by ZCP Companies, and pledges (registered, financial or ordinary) on industrial property rights, copyrights and other intellectual property rights, pledges (registered, financial or ordinary) on bank accounts (receivables under bank account agreements, rights to funds accumulated in bank accounts), transfers to secure receivables or other rights held by the Company, including, in particular, rights (receivables) under insurance contracts (policies) and guarantees or sureties for liabilities arising from the New Loan Agreement and other New Financing Documents, in order to secure

the Financing Parties' receivables arising from the New Loan Agreement and from other New Financing Documents;

- (b) the establishment of pledges (registered, financial or ordinary) by the Company on all or some of the shares in each of the ZCP Companies, in order to secure the Financing Parties' receivables arising from the New Loan Agreement and from other New Financing Documents;
 - (c) the conclusion and signature of other New Security Documents by the ZCP Companies or by the Company including in particular in connection with the pledges referred to above, including, in particular, declarations of submission to enforcement proceedings, powers of attorney to exercise the voting rights carried by the shares of the ZCP Companies pledged and other rights attached to the shares of the ZCP Companies pledged;
 - (d) including, in the pledge agreements concerning the pledges (registered, financial or ordinary) referred to above, all the possible means of satisfaction provided for, accordingly (1) in the Act of 6 December 1996 on Registered Pledges and the Pledge Registry; (2) in the Act of 2 April 2004 on Certain Financial Security, and (3) in the Civil Code, the Code of Civil Procedure or in other legal regulations, including, in particular, by taking over the pledged assets (including, in particular, the sets of movables and transferable property rights of variable composition, constituting a business unit or shares of the ZCP Companies, owned by these subsidiaries) or by selling them in a tender conducted by a notary public or court bailiff or in any other manner permitted by law;
 - (e) and, in consequence, to the disposal of the pledged assets (including, in particular, the sets of movables and transferable property rights of variable composition, constituting a business unit, owned by the ZCP Companies or shares of the ZCP Companies) which will be the result of the pledgee(s) satisfying their claims against the pledges by taking over the pledged assets, selling the pledged assets in a tender conducted by a notary public or court bailiff or in any other manner permitted by law.
4. The General Meeting gives its consent to the amendment of the Deed of Incorporation of each of the ZCP Company, regarding the provisions concerning restrictions on the transferability of shares and the enterprise or a business unit of the ZCP Companies, which will be necessary or advisable in order to conclude and sign the New Security Documents and to establish the security provided for therein, including, in particular, establishing pledges (registered, financial or ordinary) on the shares of the ZCP Companies or on the assets of the ZCP Companies (including in particular the sets of movables and transferable property rights of variable composition, constituting a business unit), in order to secure the Financing Parties' receivables arising from the New Loan Agreement and from other New Financing Documents. In particular, the General Meeting gives its consent to making the following amendments to the Deeds of Incorporation of each of the ZCP Companies:

- (a) introducing provisions which provide directly for the possibility of pledging the shares in the ZCP Companies and deleting provisions (if any) which limit the possibility of pledging the shares in the ZCP Companies;
 - (b) introducing provisions which provide directly for the possibility of a pledgee exercising the voting rights carried by the pledged shares in the ZCP Companies and deleting provisions (if any) which limit the possibility of a pledgee exercising the voting rights carried by the pledged shares in the ZCP Companies;
 - (c) introducing provisions which explicitly provide for the possibility of collecting dividends, exercising other property rights from pledged shares in the ZCP Companies, and removal of provisions (if any) that restrict the possibility of collecting dividends and exercising other property rights from pledged shares in the ZCP Companies.
5. To the extent that, pursuant to the provisions of law, the Articles of Association of the Company, or the provisions of the articles of association (deeds of incorporation) of the Obligated Entities other than the ZCP Companies, the approval of the General Meeting is needed for analogous acts as described in this § 1 by the Obligated Entities other than the ZCP Companies, the General Meeting gives such approval for such acts by or with respect to the Obligated Entities other than the ZCP Companies, on terms analogous to those described in this resolution.

§ 2

1. Where, in relation to given security, the relevant laws require indicating the highest amount of the security or another maximum amount, the General Meeting gives its consent to indicating a sum in excess of the amount of the financing or refinancing provided for in the Financing Documents, up to the amount representing 200% of the total principal amount. If the relevant laws do not require indicating the highest amount of a security or another maximum amount, such an amount may be indicated or given security may not indicate such an amount.
2. Where, in relation to given security, the relevant laws require indicating the maximum duration of given security, the General Meeting gives its consent to such duration being specified as the maximum period permitted by law. If the relevant laws do not require specifying the maximum duration of given security, such duration may nevertheless be specified or such duration may not be specified with respect to the given security.
3. The General Meeting gives its consent to providing security for both personal receivables (claims) from a given entity (the Company or other Obligated Entities) (in such a case, the entity providing the security will be a personal and in-rem debtor) and receivables (claims) from entities other than the entity providing the security (in such a case, the entity providing the security will only be an in-rem debtor).
4. To the extent permitted by the mandatorily applicable laws, the General Meeting gives its consent that the security referred to in this Resolution:

- (a) may be provided for all the creditors (Financing Parties) collectively, individual creditors (Financing Parties), some of the creditors (Financing Parties) or for entities which are or are not creditors but which act on behalf or on the account of the creditors (Financing Parties) as a pledge administrator, security agent, security trustee or in another similar function;
- (b) may be provided to secure all and any receivables and claims for the repayment of given financing or fulfilment of recourse claims under guarantees, letters of credit and similar instruments issued by the Financing Parties under the New Loan Agreement directly or to secure all and any receivables and claims arising from the so-called parallel debt established in the New Financing Documents, the establishment of which is used to satisfy and secure the receivables and claims for the repayment of the financing.

§ 3

The Resolution shall enter into force upon its adoption.”

Statement of grounds for the draft resolutions Nos. [...] prepared by the Management Board of Agora S.A.

Agora S.A. („Spółka”, „Agora”) seeks to obtain from the syndicate of financial institutions operating on the Polish market financing intended for:

- a) financing acquisition by the Company of shares of Eurozet sp. z o.o. (“Eurozet”) constituting 49% of the share capital and votes at the general meeting of Eurozet and related costs;
- b) refinancing, in full or in part, by the Company and its subsidiaries of the Existing Financing and financing related costs, and
- c) financing of other operations of the Company and its subsidiaries.

Obtainment of the aforementioned financing shall enable Agora to finish the process of acquisition of Eurozet and shall ensure extension of repayment financial liabilities of Agora and its subsidiaries existing under current loan agreements. Conclusion of a new loan agreement shall positively influence the liquidity of Agora S.A. capital group, in line with Company’s stakeholders’ best interest.

Provision of the loan in the maximum amount of PLN 362 mio, involves the obligation of the Company and its subsidiaries, including companies for the benefit of which Agora made an in-kind contribution of organized parts of enterprise, dedicated for the operations of (i) Agora Publishing House, (ii) Gazeta.pl web portal and (iii) the activities consisting of maintaining, using and deriving benefits from the property located in Warsaw at ul. Czerska 8/10, to establish securities of liabilities subjects providing the financing, which may include, i.a. pledges on shares or stocks of Agora’s subsidiaries and pledges on Agora’s and its subsidiaries’ sets of movables and transferable property rights of variable composition, constituting a business unit, and pledges (registered, financial or ordinary) on industrial property rights, copyrights and other intellectual property rights.

In view of the above, the Management Board of the Company, executing obligation of receiving consent of the General Meeting to perform the abovementioned actions under art. 393.3 of the Commercial Companies Code and § 13.3 of the Company's Articles of Association, hereby presents the General Meeting with the draft resolution.