

NOTE: This is an unofficial translation of the original Swedish notice. In case of discrepancies, the Swedish version shall prevail.

NOTICE OF EXTRAORDINARY GENERAL MEETING IN RESPINOR AB (PUBL)

The shareholders of RESPINOR AB (publ), reg. no. 559348-1806, (the "**Company**") are hereby given notice to attend the Extraordinary General Meeting (the "**EGM**") on 17 September 2026 at 14:00 CEST via digital connection. Registration starts at 13.30.

Digital participation

The EGM will only be conducted digitally. Digital participation will take place through Microsoft Teams. Registered shareholders will receive a link to the email address provided by the shareholder before the EGM to join the EGM via Microsoft Teams. More detailed information on how digital participation works, including how the voting procedure will be conducted, will be provided to registered shareholders in connection with the link for participation being sent out. In order to participate in the EGM digitally, the participant must ensure that he/she has a functioning Microsoft Teams account and has access to an updated browser and internet connection throughout the Meeting

Right to participate

Shareholders that wish to participate in the EGM shall be registered in the share register maintained by Euroclear Sweden AB no later than on 9 September 2026 and shall have notified the Company of their intention to participate at the EGM no later than on 11 September 2026. Notice to participate shall be given in writing by e-mail to respinor@fredersen.se or by post to RESPINOR AB (publ) c/o Fredersen Advokatbyrå, Birger Jarlsgatan 8, 114 34 Stockholm, Sweden. The notice shall contain the shareholder's name, personal identity number or registration number, telephone number, e-mail address, and, where applicable, the number of advisors (maximum two).

Representative

If a shareholder wishes to be represented by proxy, a power of attorney shall be issued to the proxy. The power of attorney is to be in writing, dated and duly signed by the shareholder. If the shareholder is a legal entity, a certificate of incorporation or a corresponding document shall be included with the notification. Please provide the power of attorney in original as well as certificate of incorporation and other documents of authority to the Company to the address mentioned above well in advance before the EGM. Power of attorney forms are available at the Company and on the Company's website, www.respinor.com, and will be sent upon request to any shareholder who states their postal address.

Nominee-registered shares

Shareholders whose shares are registered in the name of a nominee/custodian must register their shares in their own names in order to be entitled to participate at the EGM. Such registration, which may be temporary, must be effected no later than on 11 September 2026 and shareholders must, therefore, instruct their nominees well in advance thereof.

Proposal of agenda

1. Opening of the Meeting
2. Election of Chairman of the Meeting
3. Preparation and approval of the voting register
4. Approval of the agenda
5. Election of one or two persons to attest the minutes
6. Determination as to whether the meeting has been duly convened
7. Resolution on a directed issue of convertibles pursuant to Chapters 15 and 16 of the Swedish Companies Act to Auctus Holding AS and Morud Minerals AS
8. Resolution on a directed issue of convertibles pursuant to Chapters 15 and 16 of the Swedish Companies Act to certain existing and new investors
9. Closing of the meeting

Proposals

Election of Chairman of the meeting (item 2)

The Board of Directors in the Company has proposed that Nina Johnsson, or a person appointed by the Board of Directors in the event of her impediment, is elected chairman of the EGM.

Resolution on a directed issue of convertibles pursuant to Chapters 15 and 16 of the Swedish Companies Act to Auctus Holding AS and Morud Minerals AS (item 7)

A shareholder proposes that the EGM resolves that the Company shall raise a convertible loan in a nominal amount of

not more than NOK 12,600,000 through a directed issue of not more than 12,600,000 convertibles, each with a nominal amount of NOK 1. Upon full conversion of the convertibles, including accrued interest to the extent such interest is converted, the Company's share capital may increase by not more than SEK 15,250,000 through the issue of not more than 61,000,000 new shares, (the "**Directed Issue 1**").

A shareholder proposes that the EGM resolves on the Directed Issue 1 on the following terms and conditions:

1. The right to subscribe for the convertibles shall, with deviation from the shareholders' preferential rights, vest in Auctus Holding AS, with the right to subscribe for convertibles in a nominal amount of NOK 6,300,000, and Morud Minerals AS, with the right to subscribe for convertibles in a nominal amount of NOK 6,300,000, (jointly the "**Investors**"). Auctus Holding AS and Morud Minerals AS fall within the categories of persons and entities referred to in Chapter 16, Section 2 of the Swedish Companies Act. The resolution on the Directed Issue 1 shall therefore be adopted in accordance with Chapter 16 of the Swedish Companies Act.
2. The reason for the deviation from the shareholders' preferential rights is to secure additional financing for the Company's continued work on the commercialisation of DXT and FDA approval, working capital and general corporate purposes, and to secure the Company's financing pending the contemplated capital raise. Furthermore, the shareholder considers the Directed Issue 1 to be beneficial for the Company and its shareholders, and that the Directed Issue 1 presents the best opportunity for the Company to add new working capital under attractive conditions under current market conditions. The subscription price and the other terms and conditions of the Directed Issue 1 have been determined following negotiations with the Investors as well as with the Investors in the Directed Issue 2 (see item 8) and are considered to be on market terms, taking into account, among other things, the Company's financing situation, the term of the loan and the other terms and conditions of the financing.
3. Each convertible shall have a nominal amount of NOK 1. The loan shall carry a fixed interest rate of 20 per cent per annum. Interest shall not be compounded. Accrued interest shall be paid in cash or in shares at the applicable Conversion Price, at the Company's discretion. To the extent the convertibles have not been converted, the outstanding nominal amount and accrued and unpaid interest shall be repaid in cash on the Maturity Date.
4. The subscription price shall amount to NOK 1 per convertible and shall therefore correspond to the nominal amount of each convertible.
5. Subscription shall take place on a subscription list no later than 25 September 2026. Payment for subscribed convertibles shall be made no later than 1 November 2026.
6. The Board of Directors shall be entitled to extend the subscription period and the period for payment.
7. The convertible loan shall mature on 30 April 2027, (the "**Maturity Date**"), Unless conversion has occurred prior to the Maturity Date in accordance with item 8 below, the entire outstanding principal amount shall be converted into shares in the Company on the Maturity Date. Accrued and unpaid interest shall on the Maturity Date be settled in the same form as the outstanding principal amount.
8. No Investor shall be entitled to demand conversion of the convertibles before the Maturity Date:

Notwithstanding the foregoing, each Investor shall be obliged to convert its entire outstanding nominal amount together with accrued and unpaid interest into shares in the Company prior to the Maturity Date upon the occurrence of either of the following events:

- a. the Company completes a private placement or other share capital increase raising gross proceeds of at least NOK 50,000,000 in unconditionally committed capital, including amounts settled through conversion of the convertibles (a "**Private Placement**"); or
 - b. one or more shareholders of the Company sell shares representing more than 50 per cent of the share capital and voting rights in the Company to a person unrelated to the selling shareholder or shareholders in a bona fide transaction, (a "**Change of Control**").
9. The conversion price per share, (the "**Conversion Price**"), shall be determined as follows:

- a. if conversion takes place in connection with a Private Placement, the Conversion Price shall correspond to the subscription price per share applied in the Private Placement. If the subscription price in the Private Placement is below SEK 1 per share, the Conversion Price shall instead correspond to the subscription price in the Private Placement reduced by 40 per cent, provided that the Conversion Price shall in no event be lower than the quota value of the shares, SEK 0.25 per share;
- b. if conversion takes place in connection with a Change of Control, the Conversion Price shall correspond to the price per share implied by the Change of Control, provided that the Conversion Price shall in no event be lower than the quota value of the shares, currently SEK 0.25 per share; and
- c. if neither a Private Placement nor a Change of Control has occurred prior to the Maturity Date, the Conversion Price on the Maturity Date shall be SEK 0.25 per share.

The Conversion Price may furthermore be recalculated in accordance with the complete terms and conditions for the convertibles set out in Appendix A. Any part of the Conversion Price exceeding the quota value of the shares shall be allocated to the unrestricted share premium reserve.

10. The new shares shall carry a right to dividends for the first time on the record date for dividends that occurs immediately following the registration of the new shares with the Swedish Companies Registration Office and the entry of the new shares in the share register maintained by Euroclear Sweden AB.
11. In all other respects, the complete terms and conditions set out in Appendix A shall apply to the convertibles.
12. The Board of Directors, or any person appointed by the Board of Directors, shall be authorised to make such minor adjustments to the resolution as may be required in connection with the registration thereof with the Swedish Companies Registration Office.
13. The resolution under this item 7 is conditional upon the Extraordinary General Meeting also approving the resolution under item 8 below.

Majority requirement

A resolution pursuant to this item 7 is valid only if supported by shareholders representing at least nine tenths of both the votes cast and the shares represented at the Extraordinary General Meeting.

Resolution on a directed issue of convertibles pursuant to Chapters 15 and 16 of the Swedish Companies Act to certain existing and new investors (item 8)

A shareholder proposes that the EGM resolves that the Company shall raise a convertible loan in a nominal amount of not more than NOK 12,400,000 through a directed issue of not more than 12,400,000 convertibles, each with a nominal amount of NOK 1. Upon full conversion of the convertibles, including accrued interest to the extent such interest is converted, the Company's share capital may increase by not more than SEK 15,000,000 through the issue of not more than 60,000,000 new shares, (the "**Directed Issue 2**").

A shareholder proposes that the EGM resolves on the Directed Issue 2 on the following terms and conditions:

1. The right to subscribe for the convertibles shall, with deviation from the shareholders' preferential rights, vest in certain existing shareholders and selected new investors participating in the financing, including, where applicable, persons and entities falling within the categories referred to in Chapter 16, Section 2 of the Swedish Companies Act (jointly the "**Investors**"). Investors that fall within the categories referred to in Chapter 16, Section 2 of the Swedish Companies Act shall be entitled to subscribe for convertibles in a nominal amount of not more than NOK 6,000,000 per Investor. As the Investors may include persons and entities falling within the categories referred to in Chapter 16, Section 2 of the Swedish Companies Act, the resolution on the Directed Issue 2 shall be adopted in accordance with Chapter 16 of the Swedish Companies Act.
2. The reason for the deviation from the shareholders' preferential rights is to secure additional financing for the Company's continued work on the commercialisation of DXT and FDA approval, working capital and general corporate purposes, and to secure the Company's financing pending the contemplated capital raise. Furthermore, the shareholder considers the Directed Issue 2 to be beneficial for the Company and its shareholders, and that the Directed Issue 2 presents the best opportunity for the Company to add new working capital under attractive

conditions under current market conditions. The subscription price and the other terms and conditions of the Directed Issue 2 have been determined based on negotiations with the Investors and are considered to be on market terms, taking into account, among other things, the Company's financing situation, the term of the loan and the other terms and conditions of the financing.

3. Each convertible shall have a nominal amount of NOK 1. The loan shall carry a fixed interest rate of 20 per cent per annum. Interest shall not be compounded. Accrued interest shall be paid in cash or in shares at the applicable Conversion Price, at the Company's discretion. To the extent the convertibles have not been converted, the outstanding nominal amount and accrued and unpaid interest shall be repaid in cash on the Maturity Date.
4. The subscription price shall amount to NOK 1 per convertible and shall therefore correspond to the nominal amount of each convertible.
5. Subscription shall take place on a subscription list no later than 1 November 2026. Payment for subscribed convertibles shall be made no later than 1 November 2026.
6. The Board of Directors shall be entitled to extend the subscription period and the period for payment.
7. The convertible loan shall mature on 30 April 2027, (the "**Maturity Date**"). Unless conversion has occurred prior to the Maturity Date in accordance with item 8 below, the entire outstanding principal amount shall be converted into shares in the Company on the Maturity Date. Accrued and unpaid interest shall on the Maturity Date be settled in the same form as the outstanding principal amount.
8. No Investor shall be entitled to demand conversion of the convertibles before the Maturity Date:

Notwithstanding the foregoing, each Investor shall be obliged to convert its entire outstanding nominal amount together with accrued and unpaid interest into shares in the Company prior to the Maturity Date upon the occurrence of either of the following events:

- a. the Company completes a private placement or other share capital increase raising gross proceeds of at least NOK 50,000,000 in unconditionally committed capital, including amounts settled through conversion of the convertibles (a "**Private Placement**"); or
 - b. one or more shareholders of the Company sell shares representing more than 50 per cent of the share capital and voting rights in the Company to a person unrelated to the selling shareholder or shareholders in a bona fide transaction, (a "**Change of Control**").
9. The conversion price per share, (the "**Conversion Price**"), shall be determined as follows:
 - a. If conversion takes place in connection with a Private Placement, the Conversion Price shall correspond to the subscription price per share applied in the Private Placement. If the subscription price in the Private Placement is below SEK 1 per share, the Conversion Price shall instead correspond to the subscription price in the Private Placement reduced by 40 per cent, provided that the Conversion Price shall in no event be lower than the quota value of the shares, SEK 0.25 per share;
 - b. if conversion takes place in connection with a Change of Control, the Conversion Price shall correspond to the price per share implied by the Change of Control, provided that the Conversion Price shall in no event be lower than the quota value of the shares, currently SEK 0.25 per share; and
 - c. if neither a Private Placement nor a Change of Control has occurred prior to the Maturity Date, the Conversion Price on the Maturity Date shall be SEK 0.25 per share.

The Conversion Price may furthermore be recalculated in accordance with the complete terms and conditions for the convertibles set out in Appendix A. Any part of the Conversion Price exceeding the quota value of the shares shall be allocated to the unrestricted share premium reserve.

10. The new shares shall carry a right to dividends for the first time on the record date for dividends that occurs immediately following the registration of the new shares with the Swedish Companies Registration Office and the entry of the new shares in the share register maintained by Euroclear Sweden AB.

11. In all other respects, the complete terms and conditions set out in Appendix A shall apply to the convertibles.
12. The Board of Directors, or any person appointed by the Board of Directors, shall be authorised to make such minor adjustments to the resolution as may be required in connection with the registration thereof with the Swedish Companies Registration Office.
13. The resolution under this item 8 is conditional upon the Extraordinary General Meeting also approving the resolution under item 7 above.

Majority requirement

A resolution pursuant to this item 8 is valid only if supported by shareholders representing at least nine tenths of both the votes cast and the shares represented at the Extraordinary General Meeting.

Other information

At the time of this notice, the registered number of shares and votes in the Company amounts to 108 949 666. The company does not hold any own shares.

Proxy forms, complete proposals and related documents will be available at the Company and on the Company's website during the statutory period prior to the EGM. The documents will be sent upon request to shareholders who state their postal address.

Shareholders are reminded of their right to request information pursuant to Chapter 7, Section 32 of the Swedish Companies Act. The company is headquartered in Stockholm.

Processing of personal data

For information on how your personal data is processed, see <https://www.euroclear.com/dam/ESw/Legal/Integritetspolicy-bolagsstammor-svenska.pdf>

RESPINOR AB (publ)
The Board