

THE PRESENT TAKEOVER BID WAS APPROVED BY THE MAGYAR NEMZETI BANK BANK IN ITS DECISION NO. H-KE-III-635/2025 ON 23 SEPTEMBER 2025. IN VIEW OF THE CONCENTRATION RESULTING FROM THE ACQUISITION OF DIRECT CONTROL IN THE TARGET COMPANY, THE OFFEROR SHALL FILE A CONCENTRATION NOTIFICATION TO THE RELEVANT COMPETITION AUTHORITIES.

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MANDATORY PUBLIC TAKEOVER BID  
CONSOLIDATED WITH AMENDMENTS

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**RÁBA JÁRMŰIPAR HOLDING PUBLIC LIMITED COMPANY**  
as Target Company  
in respect of its ordinary shares (ISIN identifier: HU0000073457)

by the

**4iG SDT EGY Private Limited Company**  
as Designated **Offeror**

**HUF 1,789, i.e. one thousand seven hundred and eighty-nine  
HUF per share,**

under the settlement of  
MBH Befektetési Bank Private Limited Company  
as an investment service provider

PERIOD OPEN FOR ACCEPTANCE OF THE BID  
COMMENCEMENT DATE 26 SEPTEMBER 2025, 9:00 A.M., CLOSING DATE 31 OCTOBER 2025, 12:00 P.M.

Budapest, 23 SEPTEMBER 2025

Prepared by:



## TABLE OF CONTENTS

DEFINITIONS .....	3
1 MANDATORY PUBLIC TAKEOVER BID.....	9
2 PERSONS AND COMPANIES AFFECTED BY THE BID.....	12
3 THE OFFER PRICE.....	17
4 DEADLINE OPEN FOR ACCEPTANCE OF THE BID .....	21
5 THE ACCEPTANCE DECLARATION, THE PLACE AND METHOD OF ITS SUBMISSION .....	21
6 CERTAIN ADDITIONAL DECLARATIONS OF THE ACCEPTING SHAREHOLDER .....	25
7 CONCLUSION OF THE SHARE PURCHASE AGREEMENT.....	28
8 TERMINATION OF THE BID AND THE SHARE PURCHASE AGREEMENT .....	29
9 THE PLACE OF PUBLICATION OF ANNOUNCEMENTS RELATING TO THE BID .....	30
10 PURCHASE AND SALE RIGHTS.....	30
11 THE BUSINESS PLAN OF THE TARGET COMPANY AND PLACE OF ACCESS TO THE REPORT ON THE ACTIVITIES OF THE OFFEROR .....	31
12 DESCRIPTION OF THE OFFEROR'S RELATIONSHIP WITH THE TARGET COMPANY .....	31
13 PROBABLE CONSEQUENCES RELATING TO EMPLOYMENT.....	31
14 APPLICATION OF BREAKTHROUGH RULES.....	31
15 TAXATION ISSUES .....	32
16 APPLICABLE LAW .....	35
17 JURISDICTION .....	35
18 LIABILITY OF THE OFFEROR.....	35
19 OTHER MATERIAL CIRCUMSTANCES AFFECTING THE BID .....	36
Annex 1 (Acceptance Declaration).....	39
Annex 2 (Completion Guide) .....	52
Annex 3 (Template of Power of Attorney).....	54
Annex 4 (List of Places of Acceptance).....	55
Annex 5 (Template for Declaration of Acquisition Price, Content Requirements ).....	58
Annex 6 (Declaration of the Natural Person Accepting Shareholder/Authorised Representative Regarding Acquisition Value and Incidental Costs in Case of Income from Capital Gains).....	60
Annex 7 Figure presenting the 4iG Group .....	62

## DEFINITIONS

<b>4iG Group</b>	4iG Nyrt. and its Affiliated Companies;
<b>4iG Nyrt.</b>	4iG Public Limited Company (registered office: 1013 Budapest, Krisztina körút 39.; company registration number: Cg.01-10-044993; tax number: 12011069-2-51);
<b>4iG Úr és Védelmi Zrt.</b>	4iG Úr és Védelmi Technológiák Private Limited Company (registered office: 1013 Budapest, Krisztina körút 39.; company registration number: 01-10-142725; tax number: 32500640-2-41);
<b>Offer</b>	the present public takeover bid;
<b>Offer price</b>	the purchase price per Share as specified in Section 3.1 of the Bid, at which the Offeror makes an offer to the Shareholders to purchase their Shares;
<b>Offeror/Designated Offeror</b>	4iG SDT EGY Private Limited Company (registered office: 1013 Budapest, Krisztina körút 39.; company registration number: Cg. 01-10-143379; tax number: 32873829-2-41) as designated offeror (Shareholders are advised that the Offeror is acting as designated offeror as determined by the Persons Acting in Concert pursuant to Section 68 (3) of the Capital Market Act (Tpt.). Accordingly, the Bid is made to the Shareholders by the Offeror, but the agreement on the person of the Offeror does not release the Persons Acting in Concert from liability in connection with the making of the Bid);
<b>Offer period</b>	the period between 9:00 hours on the Commencement Date and 12:00 hours on the Closing Date;
<b>Foundation</b>	Széchenyi István Egyetemért Alapítvány (registered office: 9026 Győr, Egyetem tér 1.; registration number: 08-01-0051446; tax number: 19251620-1-08);
<b>Foundation Share Purchase Agreement</b>	the share purchase agreement concluded on 07 September 2025 between the Foundation as seller and the Offeror as purchaser concerning the sale of 2,694,689 Shares representing a 20.00% shareholding in the registered capital of the Target Company and 20.18% of the voting rights (taking into account 120,681 own shares held by the Target Company, in respect of which no voting rights may be

	exercised pursuant to the Civil Code (Ptk.) - based on data published by the Target Company on 1 September 2025);
<b>Capital gain</b>	the difference between (i) the Offer Price and (ii) the value expended by the Accepting Shareholder for the acquisition of its Share and the related incidental costs;
<b>Art.</b>	Act CL of 2017 on the Rules of Taxation, as amended several times;
<b>Acquisition Value</b>	the value expended by the Shareholder for the acquisition of the Shares;
<b>Bszt.</b>	Act CXXXVIII of 2007 on Investment Firms and Commodity Exchange Service Providers and on the Rules of Their Activities as amended several times;
<b>Budapest Stock Exchange</b>	Budapest Stock Exchange Public Company Limited by Shares (registered office: 1013 Budapest, Krisztina körút 55. VI. floor; company registration number: Cg.01-10-044764; <a href="http://www.bet.hu">www.bet.hu</a> );
<b>Target company</b>	RÁBA Automotive Holding Public Limited Company (registered office: 9027 Győr, Martin út 1.; company registration number: Cg. 08-10-001532; tax number: 11120133-2-51; <a href="http://www.raba.hu">www.raba.hu</a> );
<b>Places of Acceptance</b>	the locations specified in Annex 4 to the Bid and any of these being the " <b>Place of Acceptance</b> ";
<b>Acceptance Declaration</b>	the declaration contained in Annex No. 1 of the Bid, in which the Shareholder acknowledges the contents of the Bid as binding upon himself and undertakes to transfer the Shares in consideration of payment of the OfferPrice specified in the Bid;
<b>Accepting Shareholder</b>	the Shareholder submitting an Acceptance Declaration in respect of the Bid within the Offer Period;
<b>Supervisory Authority</b>	Magyar Nemzeti Bank (registered office: 1054 Budapest, Szabadság tér 8-9.; customer service: 1013 Budapest, Krisztina krt. 6.; <a href="http://www.mnb.hu/felugyelet">www.mnb.hu/felugyelet</a> )

<b>GVH</b>	Gazdasági Versenyhivatal – Hungarian Competition Authority (registered office: 1026 Budapest, Riadó u. 1-3.; <a href="https://www.gvh.hu/">https://www.gvh.hu/</a> )
<b>GVH Authorisation</b>	(a) the decision adopted by the GVH pursuant to Section 76 (1) aa) of the Competition Act (Tpv.), which has become final and non-appealable, authorising the Offeror to acquire direct control over the Target Company without the imposition of any prior or subsequent condition or obligation; or  (b) the official certificate issued by the GVH pursuant to Section 43/N (1) b) of the Competition Act (Tpv.) confirming that no competition supervision procedure is required;
<b>Effective date</b>	the day on which the Share Sale and Purchase Agreement enters into force; this date shall coincide with the Closing Date, except where a competition supervision procedure becomes necessary, in which case the Date of Entry into Force shall be the date of the Relevant Competition Authority's Authorisation. Where the Relevant Competition Authorities' Authorisation is required, the date of entry into force shall be the date of obtaining the last Competition Authority Authorisation. <sup>1</sup> ;
<b>Hague Convention</b>	the Convention Abolishing the Requirement of Legalisation for Foreign Public Documents, concluded at The Hague on 5 October 1961;
<b>Affiliated companies</b>	the affiliated companies of the Persons Acting in Concert as defined in point 65 of Section 5 (1) of the Capital Market Act (Tpt.), collectively and any of them individually as "Affiliated Company". A detailed presentation of the Affiliated Companies is set out in Annex 7 to this Mandatory Public Takeover Bid;
<b>KELER Zrt.</b>	KELER Központi Értéktár Private Limited Company (registered office: 1074 Budapest, Rákóczi út 70-72.; company registration number: Cg.01-10-042346, <a href="http://www.keler.hu">www.keler.hu</a> );
<b>Commencement date</b>	the first day of the Offer Period, i.e. the 26 day of the September month of 2025;

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<sup>1</sup> In view of the provisions of the Competition Act (Tpv.), as well as the contents of Notice No. 6/2017 of the President of the Hungarian Competition Authority (Gazdasági Versenyhivatal, GVH) and the President of the Competition Council of the Hungarian Competition Authority, on certain issues of legal application related to proceedings for the assessment of concentrations, no notification shall be made to the Hungarian Competition Authority (GVH).

<b>Completion Guide</b>	the guide for completion of the Acceptance Declaration forming Annex 2 to the Bid;
<b>Agent</b>	MBH Befektetési Bank Private Private Limited Company (registered office: 1117 Budapest, Magyar Tudósok körútja 9. G. ép.; company registration number: Cg. 01-10-041206), as investment service provider holding an activity licence under Section 5 (2) d) of the Investment Firms Act (Bszrt.);
<b>Power of attorney</b>	the original or notarially certified copy of the declaration made by the Shareholder in the form of a public document or private document of full probative value authorising the Authorised Representative to act on behalf of and in the name of the Shareholder in the course of the acceptance of the Bid;
<b>Authorised Representative</b>	the natural or legal person acting on behalf of and in the name of the Shareholder pursuant to the Power of Attorney in the course of the acceptance of the Bid;
<b>Places of publication</b>	the forums specified in Section 9 of the Bid, where publications relating to the Bid are made public;
<b>N7 Holding</b>	N7 Holding Nemzeti Védelmi Ipari Innovációs Private Limited Company (registered office: 1133 Budapest, Pozsonyi út 56.; company registration number: 01-10-141325; tax number: 29219317-2-51);
<b>N7 Holding Share Purchase Agreement</b>	the share purchase agreement concluded on 07 September 2025 between N7 Holding as seller and the Offeror as purchaser concerning 7,321,140 Shares representing a 54.34% interest in the registered capital of the Target Company and 54.83% of the voting rights (taking into account 120,681 own shares held by the Target Company, in respect of which no voting rights may be exercised pursuant to the Civil Code (Ptk), as published by the Target Company on 1 September 2025);
<b>NYESZ</b>	pension savings account;
<b>Persons Acting in Concert</b>	in addition to the Offeror, 4iG Nyrt. and 4iG Úr és Védelmi Zrt., having regard to (i) Section 65/A (1), (4) and (5) of the Capital Market Act (Tpt.), as well as (ii) point 27 of Section 5 (1) of the Capital Market Act (Tpt.);

<b>Pp.</b>	Act CXXX of 2016 on the Code of Civil Procedure;
<b>Ptk.</b>	Act V of 2013 on the Civil Code;
<b>Relevant Competition Authority</b>	<p>any of the following competition authorities:</p> <p>(i) the European Commission, if it has competence under Council Regulation (EC) No. 139/2004 of 20 January 2004 on the control of concentrations between undertakings, except if it has referred the assessment of the concentration to the GVH; or</p> <p>(ii) the GVH, if it has competence under Section 24 (1) or (4) of the Competition Act (Tpvt.) and the European Commission does not have competence pursuant to point (i), or if the European Commission has referred the assessment of the concentration to the GVH; and</p> <p>(iii) any other national competition authority, namely the Albanian Competition Authority, the North Macedonian Competition Authority, the Montenegrin Competition Authority if the concentration requires competition authorisation, approval or consent in the relevant country, if any (together with the European Commission, the Hungarian Competition Authority [GVH], the Albanian Competition Authority [CAA], the North Macedonian Competition Authority and the Montenegrin Competition Authority, as applicable, jointly referred to as the '<b>Relevant Competition Authorities</b>')</p>
<b>Share</b>	all registered, voting, ordinary shares of the Target Company listed on the Budapest Stock Exchange, each with a nominal value of HUF 1,000 (i.e. one thousand forints) (ISIN identifier HU0000073457);
<b>Shareholder</b>	any owner of a Share;
<b>Share Purchase Agreement</b>	the share purchase agreement concluded between the Designated Offeror as specified in Section 5.2 of the present Bid and the Accepting Shareholder under Section 74 (5) of the Capital Market Act (Tpt.), by submitting the Acceptance Declaration to the Agent and transferring the Shares, in accordance with the conditions set out in the Bid;

<b>Personal Income Tax Act.</b>	Act CXVII of 1995 on Personal Income Tax, as amended several times;
<b>Social Contribution Tax Act.</b>	Act LII of 2018 on Social Contribution Tax, as amended several times;
<b>TBSZ</b>	long-term investment account;
<b>Tpt.</b>	Act CXX of 2001 on the Capital Market, as amended several times;
<b>Tpvt.</b>	Act LVII of 1996 on the Prohibition of Unfair Market Practices and Restriction of Competition;
<b>Competition Authority Authorisation</b>	the Authorisation of the Relevant Competition Authorities regarding the concentration realised through the N7 Holding Share Purchase Agreement, the Foundation Share Purchase Agreement and the Bid, or the Share Purchase Agreement;
<b>Competition Authority Authorisation Date</b>	the date on which the Offeror receives the Competition Authority Authorisation;
<b>Closing Date</b>	the last day of the Offer Period, being the 35th (thirty-fifth) day following the Commencement Date, or, if that day falls on a public holiday, the first subsequent banking day, i.e. the 31 day of the October month of 2025.



## MANDATORY PUBLIC TAKEOVER BID

- 1.1 On the grounds of the acquisition of influence as specified in Section 68 (1) a) of the Capital Market Act (Tpt.) and pursuant to Section 68 (2) a) of the Capital Market Act (Tpt.), within the statutory deadline, 4iG SDT EGY Private Limited Company Limited (registered office: 1013 Budapest, Krisztina körút 39.; company registration number: Cg. 01-10-143379; tax number: 32873829-2-41) as **Offeror** makes a

### mandatory public takeover bid

to the shareholders of **RÁBA JÁRMŰIPARI HOLDING PUBLIC LIMITED COMPANY** (registered office: 9027 Győr, Martin út 1.; company registration number: Cg. 08-10-001532; tax number: 11120133-2-51), as Target Company, in respect of the Shares issued by the Target Company, i.e. the ordinary shares issued by the Target Company, each with a nominal value of HUF 1,000 (i.e. one thousand forint) (ISIN identifier HU0000073457), as follows.

- 1.2 **THE OFFER PRICE PER SHARE OFFERED AND PAYABLE BY THE OFFEROR IN RESPECT OF ALL SHARES AMOUNTS TO HUF 1,789, I.E. ONE THOUSAND SEVEN HUNDRED AND EIGHTY-NINE FORINTS.**
- 1.3 The present Bid is made by the Offeror for all Shares of the Target Company and to the Shareholders of the Target Company.
- 1.3.1 For the execution of the acquisition of influence based on the Bid, the Offeror has mandated **MBH Befektetési Bank Private Limited Company** (registered office: 1117 Budapest, Magyar Tudósok körútja 9. G. building; company registration number: Cg. 01-10-041206), an investment service provider licensed by the Supervisory Authority pursuant to Section 5 (2) d) of the Investment Firms Act (Bsz.) for the provision of “advice and services relating to capital structure, business strategy and related matters, and advice and services relating to mergers and acquisitions”, licence number H-EN-III-170/2017

1.3.2 In compliance with the provisions required under Hungarian legal regulations, the Offeror draws attention to the fact that neither this Bid, nor its annexes, nor any accompanying documentation shall be made, sent, distributed or disseminated in any form (by postal or personal delivery, copying, electronic transmission or distribution or transfer using any other communication or telecommunication means), whether directly or indirectly, in the United States of America or in any other country where the transmission, publication, private or public disclosure of this Bid, its annexes or accompanying documentation would conflict with legislation, market practice, or any generally or even restrictedly binding norms, or where the foregoing would restrict them in any other way. This Bid has been prepared solely in accordance with Hungarian law and has not been, and will not be, registered or approved under the United States Securities Act of 1933, as amended several times, or any other federal laws and regulations of the United States, nor under the laws or capital market supervisory regulations of any other country, and shall not be regarded as a takeover bid under such laws. If the Acceptance Declaration is signed, or appears to have been signed, by a person whose residence or registered office is in the United States of America, or in any other country referred to above, or if the Acceptance Declaration is returned from, or appears to have been returned from, the United States of America or any such other country, the Offeror shall be entitled to treat such Acceptance Declaration as invalid, and therefore no Share Purchase Agreement shall be concluded in respect thereof.

1.3.3 The Offeror recommends that the Shareholders consult with their accountant, tax advisor and financial expert on tax issues related to the acceptance of the Bid.

Shareholders may contact the Agent with their questions regarding the Bid during business hours at the Places of Acceptance.

1.3.4 The present Bid, or the template of the Acceptance Declaration is available at the Places of Acceptance specified in Annex No. 4 of the Bid or can be downloaded from the websites of the Places of Publication.

1.3.5 Competition Authority Authorisation

1.3.5.1 The acquisition of influence in the Target Company by the Persons Acting in Concert through the N7 Holding Share Purchase Agreement, the Foundation Share Purchase Agreement, the Bid and the Share Purchase Agreement qualifies as a concentration pursuant to Section 24 (1) of the Competition Act (Tpvt.). Pursuant to the relevant legislation, the issuance of the Competition Authority Authorisation is a precondition for the implementation of this concentration and the conclusion of the Share Purchase Agreements.

1.3.5.2 The Offeror informs the Shareholders that the preparation of the notification of the concentration resulting from the acquisition of influence in the Target Company to the Relevant Competition Authorities is in progress. The Offeror shall immediately publish the fact of submission of the merger notification at the Places of Publication for the information of the Shareholders

- 1.3.5.3 IF THE CLOSING DATE PRECEDES THE DATE OF THE AUTHORISATION OF THE RELEVANT COMPETITION AUTHORITIES, THE SHARE PURCHASE AGREEMENTS SHALL BE CONCLUDED ON THE DATE OF THE AUTHORISATION FOLLOWING THE CLOSING DATE. IF THE AUTHORISATIONS OF THE RELEVANT COMPETITION AUTHORITIES ARE REQUIRED, THE DATE OF ENTRY INTO FORCE SHALL BE THE DATE OF OBTAINING THE LAST COMPETITION AUTHORITY AUTHORISATION. THE OFFEROR DRAWS THE SHAREHOLDERS' ATTENTION TO THE FACT THAT, IN SUCH CASE, THE OFFEROR SHALL BE OBLIGED TO SETTLE THE CONSIDERATION FOR THE SHARES WITHIN 5 (FIVE) BUSINESS DAYS FOLLOWING THE DATE OF THE AUTHORISATION OF THE RELEVANT COMPETITION AUTHORITIES.
- 1.3.6 THE BID HAS BEEN SUBMITTED BY THE OFFEROR AND THE AGENT TO MAGYAR NEMZETI BANK FOR APPROVAL AND WILL BE SENT TO THE BOARD OF DIRECTORS OF THE TARGET COMPANY. THE PUBLIC TAKEOVER BID HAS NOT YET BEEN APPROVED BY THE SUPERVISORY AUTHORITY. FOLLOWING RECEIPT OF THE DECISION OF THE SUPERVISORY AUTHORITY APPROVING THIS BID – OR THE EXPIRY OF THE PROCEDURAL DEADLINES SPECIFIED IN SECTION 70 (2) OF THE CAPITAL MARKET ACT (TPT.) – THE OFFEROR SHALL IMMEDIATELY INITIATE THE PUBLICATION OF THE BID IN THE MANNER PRESCRIBED BY THE CAPITAL MARKET ACT (TPT.), INDICATING THE COMMENCEMENT AND CLOSING DATES OF THE PERIOD OPEN FOR THE SUBMISSION OF ACCEPTANCE DECLARATIONS IN CALENDAR DAYS. IN VIEW OF THE CONCENTRATION RESULTING FROM THE ACQUISITION OF DIRECT INFLUENCE IN THE TARGET COMPANY, THE OFFEROR SHALL FILE A CONCENTRATION NOTIFICATION TO THE RELEVANT COMPETITION AUTHORITIES.

## 2. PERSONS AND COMPANIES AFFECTED BY THE BID

### 2.1 The target company

2.1.1 Company name of the Target Company: **RÁBA Járműipari Holding Public Limited Company**; registered office: 9027 Győr, Martin út 1.; company registration number: Cg. 08-10-001532; Statistical number: 11120133-7010-114-08; tax number: 11120133-2-51; EU tax number: HU11120133; registered capital HUF 13,473,446,000 (i.e. thirteen billion four hundred and seventy-three million four hundred and forty-six thousand forints), of which HUF 13,473,446,000 (i.e. thirteen billion four hundred and seventy-three million four hundred and forty-six thousand forints) is cash contribution.

2.1.2 The registered capital of the Target Company consists of 13,473,446 ordinary shares, (i.e. thirteen million four hundred seventy-three thousand four hundred forty-six) registered, dematerialised ordinary shares, each with a nominal value of HUF 1,000 (i.e. one thousand forints). The shares provide identical shareholder rights. Each ordinary share entitles the shareholder to voting rights, and the extent of voting rights is equal for each share. Each ordinary share confers voting rights proportionate to its nominal value. The Shares are freely transferable. At the date of this Bid, the Offeror holds 0 (zero) ordinary shares. .

The shareholder structure of the Target Company, according to the individual and consolidated annual report published on the website of the Budapest Stock Exchange on 29 April 2025, is as follows:

Shareholder	Number of shares	Vote	Ownership Share
N7 Holding Nemzeti Védelmi Ipari Innovációs Zrt.	7,321,140	7,321,140	54.34%
Széchenyi István Egyetemért Alapítvány	2,694,689	2,694,689	20.00%
Free flow	3,336,936	3,336,936	24.77%
Own shares	120,681	120.681	0.89%
Total:	13,473,446	13,473,446	100.00%

According to the "Voting Rights, Registered Capital" notice of the Target Company published on the website of the Budapest Stock Exchange on 1 September 2025, the Target Company holds 120,681 own shares. The Target Company cannot exercise shareholder rights in respect of own shares.

The statement pursuant to Section 69 (2) b) of the Capital Market Act (Tpt.) is contained in the above table. The Shares are listed on the Budapest Stock Exchange in the Premium Category of Shares, they are not admitted to trading on any other regulated market.

## 2.2 Presentation of the Offeror

2.2.1	Company name:	4iG SDT EGY Private Limited Company
	Registered office:	1013 Budapest, Krisztina körút 39.
	Company registration number:	Cg. 01-10-143379
	Tax number:	32873829-2-41
	Registered capital:	HUF 5,000,000
	Main activity:	6421 '25 Asset Management (holding)

The Offeror was registered on 14 August 2025. The purpose of the establishment of the Offeror is to carry out acquisitions and conclude contracts in the field of the automotive industry. The sole shareholder of the Offeror is 4iG Úr és Védelmi Zrt.

## 2.3 Presentation of the Persons Acting in Concert

2.3.1 The Bid is made pursuant to the procedure set out in Section 68 (1) of the Capital Market Act (Tpt.) by way of a prior mandatory public takeover bid.

2.3.2 The acquisition of influence in the Target Company shall be carried out by the Persons Acting in Concert, who, pursuant to Section 68 (3) of the Capital Market Act (Tpt.), have designated the Offeror to make the Bid.

2.3.3 Presentation of 4iG Nyrt., which is not acting as Offeror, and presentation of 4iG Úr és Védelmi Zrt. as Person Acting in Concert:

### 2.3.3.1. Presentation of 4iG Nyrt.

4iG Nyrt. was founded in 1995 and its shares were listed on the Budapest Stock Exchange on 22 September 2004. Its shareholders are as follows: iG COM Private Equity Fund (38.93%), iG TECH Invest Kft. (1.71%), KZF Vagyonkezelő Zrt. (12.12%), Rheinmetall AG (25.12%), Bartolomeu ICF Kft. (5.72%), CALIK HOLDING ANONIM SÍRKETI (3.16%), 4iG MRP Organisation (1.34%), own shares (1.79%), and Free Float (10.11%). The number of listed securities is 299,074,974 shares, and its securities are listed in the Premium Category of the Budapest Stock Exchange. 4iG Nyrt. is a Hungarian-based and majority Hungarian-owned holding company operating in the telecommunications, information technology, broadcasting, satellite, technology and defence industries. From 2020, the company has implemented a comprehensive expansion strategy, through which it entered new service areas – such as telecommunications, the space industry, technology and defence – and new markets in Hungary, Montenegro, Albania and Israel via numerous successful acquisitions. With the acquisition of Vodafone Hungary in 2023, the company became a convergent regional info-communication operator. 4iG Nyrt. is Hungary's leading systems integrator. The 4iG Group currently has 28 subsidiaries in 4 countries, employing nearly 8,000 people.

An organisational chart presenting the 4iG Group is included in [Annex 7](#) to the Bid.

#### **Information Technology and Digitalisation**

4iG Nyrt. has been active in the IT solutions market for nearly 30 years and, since 2021, has been Hungary's largest systems integrator, capable of serving complex projects thanks to its

capacity and wide-ranging competences. The 4iG Group seeks to develop a diversified, platform- and vendor-independent portfolio in IT, being a strategic partner of the world's leading solution and hardware suppliers. With its IT services, 4iG Nyrt. supports the digitalisation of enterprises and the governmental sector, providing numerous related solutions from data centre and cloud services to cyber security. The goal of 4iG Nyrt. is to deliver exceptionally high added value to its clients in strategically important technologies. 4iG Nyrt. is an integrated IT service provider, supported by its employees with wide competences and decades of experience. The solutions of 4iG Nyrt. – through machine-to-machine communication (IoT), data-driven approaches, blockchain and artificial intelligence technologies – represent significant added value. The company creates genuine business advantages for its corporate clients through its full-cycle digital services. Its infrastructure partners and suppliers comply with the highest cyber security standards. The portfolio of the 4iG Group also includes remote presence services, programming and software development, data network, IT security and data centre infrastructure solutions, hardware servicing, SAP integration, as well as media platform operation.

### **Telecommunications**

The 4iG Group has become one of the leading telecommunications service providers in the region, with the majority (86%) of its revenues derived from telecommunications. The Hungarian and Western Balkan telecommunications portfolio of 4iG Nyrt. is consolidated under Antenna Hungária, in which the Hungarian State holds a 23.8% ownership interest. As a result of domestic acquisitions in recent years, the Group has become Hungary's second largest telecommunications company group with approximately 3 million mobile and nearly 2 million fixed-line customers. As the owner of ONE Crna Gora in Montenegro and ONA Albania in Albania, 4iG Group is the leading telecommunications and infocommunications provider in the Western Balkans, serving nearly 2.2 million residential and 400,000 business customers in these two countries. The telecommunications services of the 4iG Group are based on substantial infrastructure. Across its Hungarian and Western Balkan service areas, 4iG Group operates 35,200 kilometres of fixed-line network and 4,275 transmission towers, base stations and relay stations. .

#### **2.3.3.2. 4iG Űr és Védelmi Zrt.**

4iG Űr és Védelmi Zrt. was founded on 20 February 2024. Its owners are (i) 4iG Nyrt., (ii) iG TECH II. Private Equity Fund (registration number: 6122-161), (iii) iG TECH II. Private Equity Fund (registration number: 6122-275). The objective of 4iG Űr és Védelmi Zrt. is to serve domestic and international needs with integrated space and defence solutions as the first major Hungarian corporate actor. In line with these objectives, in recent years it has carried out the following space and defence industry investments and acquisitions:

- In August 2020 it participated in the establishment of CarpathiaSat Magyar Űrtávközlési Zrt. with a 51% majority interest, later acquiring the remaining 49%, thus becoming its 100% owner.
- In January 2021 it acquired a 24% interest in Rotors and Cams Zrt.
- In June 2021 it indirectly acquired a 75% majority interest in Hungaro DigiTel Kft.

- In September 2022 it acquired a 20% interest in SpaceCom, an Israeli satellite operator and service provider.
- In September 2023 it participated in the establishment of RAC Antidrone, acquiring a 25% ownership interest.

Following its establishment (excluding the SpaceCom interests), 4iG Űr és Védelmi Zrt. began consolidating the ownership of its space and defence portfolio and acquired further shareholdings in new and existing companies:

- In May 2024 it acquired a 45% interest in Remred Zrt.
- It acquired an additional 31% ownership in Rotors and Cams Zrt., increasing its holding to 55%.
- It indirectly acquired a further 25% ownership in Hungaro DigiTel Kft., increasing its total holding to 100%.

Current holdings of 4iG Űr és Védelmi Zrt. in its portfolio companies:

<b>Name of the Company</b>	<b>Extent of Offeror's ownership share (%)</b>
CarpathiaSat Zrt.	100%
Hungaro DigiTel Kft.	100% (indirect)
Rotors and Cams Zrt.	55%
RAC Antidrone Zrt.	25%
Remred Zrt.	45%
Offeror	100%

The vertically integrated satellite portfolio of 4iG Űr és Védelmi Zrt. is based on its subsidiaries Remred Zrt. and Hungaro DigiTel Kft., as well as the digital and IT competences and capacities of the 4iG Group.

The drone portfolio of 4iG Űr és Védelmi Zrt. builds on Rotors and Cams Zrt., which develops and manufactures mission-driven drones, industrial and commercial drones using dual-use technologies. The integration of counter-drone solutions is organised in a separate subsidiary, RAC-AD Zrt.

The business line dealing with the development, customisation and implementation of defence digitalisation (operational and administrative) solutions develops and integrates various international and domestic digital solutions primarily for defence forces. For the full service of its clients, it involves, where necessary, the competences and capacities of other members of the 4iG Group (e.g. telecommunications networks, cyber security solutions).

#### 2.4 The extent of Influence of the Persons Acting in Concert in the Target Company

- 2.4.1 At the date of this Bid, neither the Offeror nor the Persons Acting in Concert have any influence in the Target Company, i.e. at the date of this Bid neither directly nor indirectly do the Offeror or the Persons Acting in Concert hold influence in the Target Company.
- 2.4.2 Neither the Offeror nor the Persons Acting in Concert, nor any Affiliated Company of the Offeror, nor any person acting on their behalf, have previously made a mandatory public takeover bid under Section 68 (1) of the Capital Market Act (Tpt.) or a voluntary public takeover bid under Section 79 of the Capital Market Act (Tpt.) for the Shares.
- 2.4.3 The acquisition of influence in the Target Company by the Offeror shall take place on the basis of the agreements presented in Section 19 of the Bid, through the following transaction steps:

2.4.3.1 Based on the N7 Holding Share Purchase Agreement presented in Section 19.1 of the Bid, the Offeror acquires 7,321,140 Shares, representing a 54.34% stake<sup>2</sup> in the Target Company's share capital and 54.83% of the voting rights. Following completion of the N7 Holding Share Purchase Agreement, the Offeror will hold 7,321,140 Shares, representing a 54.34% stake<sup>3</sup> in the Target Company's share capital and 54.83% of the voting rights.

2.4.3.2 Based on the Foundation Share Purchase Agreement presented in Section 19.2 of the Bid, the Offeror will acquire 2,694,689 Shares representing a 20.00% interest<sup>4</sup> in the registered capital of the Target Company and conferring 20.18% of the voting rights, as a result of which, following completion of the Foundation Share Purchase Agreement, the Offeror will hold 2,694,689 Shares representing a 20.00% interest<sup>5</sup> in the registered capital of the Target Company and conferring 20.18% of the voting rights.

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<sup>2</sup> Taking into account the 120,681 treasury shares held by the Target Company – based on the data published by the Target Company on 1 September 2025 – in respect of which, pursuant to the provisions of the Civil Code, no voting rights may be exercised.

<sup>3</sup> Taking into account the 120,681 treasury shares held by the Target Company – based on the data published by the Target Company on 1 September 2025 – in respect of which, pursuant to the provisions of the Civil Code, no voting rights may be exercised.

<sup>4</sup> Taking into account the 120,681 treasury shares held by the Target Company – based on the data published by the Target Company on 1 September 2025 – in respect of which, pursuant to the provisions of the Civil Code, no voting rights may be exercised

<sup>5</sup> Taking into account the 120,681 treasury shares held by the Target Company – based on the data published by the Target Company on 1 September 2025 – in respect of which, pursuant to the provisions of the Civil Code, no voting rights may be exercised



2.4.4 As a result of the transactions set out in Section 2.4.3 of the Bid, on the Effective Date, depending on its occurrence, the Offeror and the Persons Acting in Concert will hold at least 10,015,829 Shares representing 74.34%<sup>6</sup> of the registered capital and 75.01% of the voting rights of the Target Company.

2.4.5 From the date of submission of the Bid to the Supervisory Authority for approval until the Closing Date, neither the Offeror nor the Persons Acting in Concert may enter into any transaction concerning the transfer, disposal or encumbrance of the Shares concerned by the Bid, other than the Share Purchase Agreement concluded within the framework of the Bid.

## 2.5 The Agent

Pursuant to Section 68 (4) of the Capital Market Act (Tpt.), for the execution of the acquisition of influence through the Bid, the Offeror has mandated an Agent holding a licence issued by the Supervisory Authority to provide the service specified in Section 5 (2) d) of the Investment Firms Act (Bsz.). The Agent appointed by the Offeror is **MBH Befektetési Bank Private Limited Company** (registered office: 1117 Budapest, Magyar Tudósok körútja 9. G. building; company registration number: Cg. 01-10-041206; tax number: 10241662-4-44; MNB licence number: H-EN-III-170/2017). Until the Closing Date, the Agent shall not enter into proprietary transactions in respect of the Shares concerned by this Bid, other than the share transfer agreements concluded within the framework of the takeover bid. .

## 3. THE OFFER PRICE

### 3.1 Amount of the Offer Price

The Offer Price offered by the Offeror for the Shares is HUF 1,789 per Share, i.e. one thousand seven hundred and eighty-nine forints, which constitutes the minimum price calculated on the basis of the mandatory provisions of Section 72 of the Capital Market Act (Tpt.), namely in this case HUF 1,789, i.e. one thousand seven hundred and eighty-nine forints, being, pursuant to Section 72 (1) a) ab) of the Tpt., an amount equal to the highest price stipulated in a transfer agreement concluded for consideration for the shares of the Target Company by the Offeror and the Affiliated Companies within one hundred and eighty days prior to the submission of the takeover bid. The Offer Price shall be paid exclusively in cash, in Hungarian forints. The method of calculation of the Offer Price is set out in Section 3.2 below.

### 3.2 Method of Calculation of the Offer Price

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<sup>6</sup> Taking into account the 120,681 treasury shares held by the Target Company – based on the data published by the Target Company on 1 September 2025 – in respect of which, pursuant to the provisions of the Civil Code, no voting rights may be exercised

3.2.1 The Offer Price has been determined by the Offeror in accordance with Section 72 of the Capital Market Act (Tpt.), taking into account the data and considerations set out below. As the Shares are securities admitted to a regulated market, the Offer Price must reach the highest of the following amounts:

- (i) *The volume-weighted stock exchange average price of the shares of the Target Company for the 180 (one hundred and eighty) days preceding submission of the Bid to the Supervisory Authority (Tpt. 72 § (1) a) aa)*

For the shares of the Target Company, the volume-weighted stock exchange average price for the 180 (one hundred and eighty) days preceding submission of the Bid to the Supervisory Authority was HUF 1,552.4540, i.e. one thousand five hundred fifty-two point four five four zero forints, evidence of which has been submitted to the Supervisory Authority by way of the certificate issued by the Budapest Stock Exchange on 18 September 2025.

- (ii) *The highest price under any transfer agreement concluded by the Offeror and the affiliated persons for the ordinary shares of the Target Company within the 180 (one hundred and eighty) days preceding submission of the Bid (Tpt. 72 § (1) a) ab)*

The highest price under any transfer agreement concluded by the Offeror and the Affiliated Companies for the ordinary shares of the Target Company within the 180 (one hundred and eighty) days preceding submission of the Bid was HUF 1,789, i.e. one thousand seven hundred and eighty-nine forints.

- (iii) *The volume-weighted stock exchange average price of the shares of the Target Company for the 360 (three hundred and sixty) days preceding submission of the Bid to the Supervisory Authority (Tpt. 72 § (1) a) ac)*

For the shares of the Target Company, the volume-weighted stock exchange average price for the 360 (three hundred and sixty) days preceding submission of the Bid to the Supervisory Authority was HUF 1,478.9334, i.e. one thousand four hundred seventy-eight point nine three three four forints, evidence of which has been submitted to the Supervisory Authority by way of the certificate issued by the Budapest Stock Exchange on 18 September 2025.

- (iv) *In the case of a call option or repurchase right exercised by the Offeror and the affiliated persons within the 180 (one hundred and eighty) days preceding submission of the Bid to the Supervisory Authority, the aggregate amount of the exercise price and fee specified in the agreement (Tpt. 72 § (1) a) ad)*

No call option or repurchase right was exercised by the Offeror or the Affiliated Companies in respect of the ordinary shares of the Target Company within the 180 (one hundred and eighty) days preceding submission of the Bid to the Supervisory Authority.

- (v) *In the case of a call option or repurchase right stipulated in an agreement concluded by the Offeror and the affiliated persons within the 180 (one hundred and eighty) days preceding submission of the Bid to the Supervisory Authority, the aggregate amount of the exercise price and fee specified in the agreement (Tpt. 72 § (1) a) ae))*

Within the 180 (one hundred and eighty) days preceding submission of the Bid to the Supervisory Authority, neither the Offeror nor the Affiliated Companies concluded any agreement establishing a call option or repurchase right in respect of the ordinary shares of the Target Company.

- (vi) *The consideration received, under an agreement concluded by the Offeror and the affiliated persons within the 180 (one hundred and eighty) days preceding submission of the Bid to the Supervisory Authority, for the concerted exercise of voting rights (Tpt. 72 § (1) a) af))*

Within the 180 (one hundred and eighty) days preceding submission of the Bid to the Supervisory Authority, neither the Offeror nor the Affiliated Companies concluded, in respect of the Target Company, any agreement for consideration concerning the concerted exercise of voting rights.

- (vii) *The value of equity attributable to one Share (Tpt. 72 § (1) a) ag))*

On the basis of the most recent consolidated annual financial statements (financial statements) of the Target Company (for the financial year 2024), prepared in accordance with the International Financial Reporting Standards, audited by an auditor and approved by the general meeting the rounded value of equity attributable to one share was HUF 1,784.19, i.e. one thousand seven hundred and eighty-four point nineteen forints.

**3.2.2 OF THE AMOUNTS DETERMINED PURSUANT TO SECTION 3.2.1 ABOVE, THE HIGHEST AMOUNT WAS—PURSUANT TO SECTION 72 (1) a) ab) OF THE TPT., THE HIGHEST PRICE UNDER A TRANSFER AGREEMENT CONCLUDED FOR CONSIDERATION BY THE OFFEROR AND THE AFFILIATED COMPANIES FOR THE SHARES OF THE TARGET COMPANY WITHIN ONE HUNDRED AND EIGHTY DAYS PRIOR TO SUBMISSION OF THE TAKEOVER BID—HUF 1,789, I.E. ONE THOUSAND SEVEN HUNDRED AND EIGHTY-NINE FORINTS. THE OFFER PRICE HAS BEEN DETERMINED IN THIS AMOUNT; THE OFFER PRICE IS HUF 1,789, I.E. ONE THOUSAND SEVEN HUNDRED AND EIGHTY-NINE FORINTS.**

3.3 The Method and Deadline of the Settlement of the Offer Price, the Legal Consequences of Late Settlement

- 3.3.1 The Offeror shall pay to the Shareholders who validly accept the Bid the purchase price amount constituted by the product of the Offer Price and the quantity of Shares sold by the Accepting Shareholder in the Acceptance Declaration, as the Share Purchase Agreement, in full in cash (exclusively in Hungarian forints) by bank transfer within five (5) working days following the Closing Date to the bank account or client account held with a Hungarian account-keeping institution as specified in the Acceptance Declaration. If, on the basis of the data provided by the Accepting Shareholder in the Acceptance Declaration, payment of the consideration for the Shares by transfer is not possible for the Agent—for example, the Accepting Shareholder has provided an incorrect or incomplete bank account number—then the Agent shall record the amount payable as consideration for the Shares on the “Acquisition Settlement Technical Account” cash account for the benefit of the Accepting Shareholder. The costs of the Agent relating to the execution of transfers shall not be borne by the Accepting Shareholder; however, the costs and fees of the receiving financial institution shall be borne by the Accepting Shareholder.
- 3.3.2 The Offer Price is HUF 1,789 per Share, i.e. one thousand seven hundred and eighty-nine forints, payable in full in cash (in Hungarian forints). The Offeror has submitted to the Supervisory Authority a certificate confirming that 4iG Úr és Védelmi Zrt. provides, in the amount of HUF 6,185,676,813, that is, six billion one hundred eighty-five million six hundred seventy-six thousand eight hundred thirteen Hungarian forints, cash coverage for the consideration of the Shares, and that such amount is fully available for the settlement of the consideration for the Shares. The coverage of the Bid fully complies with Section 69 (7) a) of the Capital Market Act (Tpt.). The certificate on the availability of funds is submitted to the Supervisory Authority attached to the application for approval of this Bid.
- 3.3.3 The Offeror draws the attention of the Shareholders to the fact that the Offeror is obliged to settle the Offer Price—exclusively by bank transfer—within 5 (five) working days following the Closing Date of the period open for acceptance of the Bid, to the bank account or client account held with a Hungarian account-keeping institution specified in the Acceptance Declaration. If payment of the Offer Price is made after the above date, the Offeror shall pay default interest under the Civil Code (Ptk.) on the portion of the Offer Price not yet settled. Neither the Offeror nor the Agent shall be liable for any delay relating to the bank transfer arising after the placement of the bank transfer order.
- 3.3.4 If the payment of the Offer Price does not occur within 30 days after the expiry of the deadline specified in section 3.3.3 at the latest, the Accepting Shareholder may withdraw from the Share Purchase Agreement in writing. The withdrawal becomes effective against the Offeror when the Settlement Agent receives the Shareholder's written notification regarding the exercise of his right of withdrawal.

3.3.5 In case of the Accepting Shareholder's exercise of the right of withdrawal, the Offeror is obliged to report this fact to the Supervisory Authority within 2 (two) working days. The payment of default interest and the exercise of the right of withdrawal do not affect the right of the Supervisory Authority to apply the sanctions specified in the Capital Market Act (Tpt.) in case of violation of the rules regarding the payment of consideration.

#### 4. DEADLINE OPEN FOR ACCEPTANCE OF THE BID

The period open for the acceptance of the Bid (the "Bid Period") shall commence on the Opening Date at 9:00 a.m. and shall last until 12:00 noon on the Closing Date. The Opening Date of the Bid Period shall be 26 September 2025, and the Closing Date shall be the 35th (thirty-fifth) day following the Opening Date, or, if such day does not fall on a business day, the first business day thereafter, i.e. 31. day October month 2025.

#### 5. THE ACCEPTANCE DECLARATION, THE PLACE AND METHOD OF ITS SUBMISSION

5.1 Acceptance of the Bid shall only be deemed valid if:

- i) the number of Shares indicated in the Acceptance Declaration is actually credited during the Bid Period to the account number 0074000036 named "Principal's Deposit Acquisition", maintained with KELER Zrt. in the name of the Agent, and the Share(s) remain on such account until the closing of the takeover bid procedure; *and*
- ii) the Accepting Shareholder delivers to the Place of Acceptance no later than 12:00 noon on the Closing Date two original signed copies of the Acceptance Declaration, attached as Annex 1 to the Bid, duly completed with the information to be provided as required under the Acceptance Declaration and the Completion Guide, together with the required annexes.

5.2 The Offeror draws the attention of the Shareholders to the fact that the validity of the Acceptance Declaration is conditional upon the actual crediting of the number of Shares indicated in the Acceptance Declaration to the account number 0074000036 named "Principal's Deposit Acquisition", maintained with KELER Zrt. Shareholders are requested to indicate this account number of the Agent in the transfer instruction and, in the remarks section, to indicate the customer or securities account number from which the transfer was initiated, as well as their tax identification number (or tax number)).

5.3 The Acceptance Declaration must be completed legibly in accordance with the Completion Guide and submitted at one of the Places of Acceptance together with the annexes to be attached as required under the Acceptance Declaration and the Completion Guide. The Acceptance Declaration, together with the Completion Guide, may be downloaded from the websites of the Publication Places or obtained by Shareholders at the Places of Acceptance.

#### 5.4 Methods of submitting the Acceptance Declaration in relation to the Bid:

##### 5.4.1 Personal submission

Accepting Shareholders may submit their Acceptance Declarations by personal submission. Personal submission is possible at the address of the Agent specified in Annex 4 to the Bid during the business hours defined therein.

For personal submission, identity documents must always be presented, or, in the case of legal entities, the documents specified in Section 5.8.

##### 5.4.2 Personal submission by proxy

An Accepting Shareholder may appoint a Proxy for personal submission. In such case, the provisions of Section 5.4.1 shall apply mutatis mutandis to the Proxy, provided that the Proxy shall only be entitled to act on behalf of the Accepting Shareholder if in possession of a power of attorney in accordance with Section 5.9.

##### 5.4.3 Places of Acceptance

The addresses of the Places of Acceptance is set out in Annex 4 to the Bid. Personal submission may be initiated at the designated customer service branches of MBH Bank Nyrt. acting as intermediary of the Arranger, which are open to client traffic (from the Opening Date, i.e. 26 September 2025, until the Closing Date, i.e. 31 October 2025, inclusive of both days ) during the business hours specified in Annex 4 to the Bid.

5.5 It is the decision and risk of the Accepting Shareholder which method of submission of the Acceptance Declaration and its annexes to the Place of Acceptance he/she/it chooses; however, the Bid shall only be deemed delivered upon the actual receipt thereof within the deadline. For the purpose of receipt, the Agent's statement shall be deemed conclusive unless proven otherwise. The Offeror draws Shareholders' attention to the fact that responsibility for the submission and/or delivery of the Acceptance Declaration by Proxy lies with the party entitled to the Acceptance Declaration, i.e. the Accepting Shareholder

5.6 The Accepting Shareholder cannot withdraw his/her/its Acceptance Declaration.

5.7 The costs and fees arising in connection with the acceptance of the Bid at the account-holding credit institution or investment service provider of the Accepting Shareholder shall be borne by the Accepting Shareholder.

- 5.8 If the Acceptance Declaration is signed on behalf of a non-natural person Accepting Shareholder, the Acceptance Declaration must be signed in accordance with the company's signing authority rules, the name(s) of the signing representative(s) must be provided, and a document evidencing the legal capacity of the represented entity as well as the representative(s)' right of representation (a copy of an extract from the company register not older than 30 (thirty) days) must be attached, and – if required under the rules of the jurisdiction of registration of the given person – also a copy of the specimen signature(s) / signature sample(s) of the representatives.
- 5.9 In the case of acting by Proxy, in addition to the documents specified above, the Proxy must also submit the power of attorney in Hungarian, or, in the case of a power of attorney prepared in a foreign language, its certified translation. (The Offeror recommends to the Shareholders that, if they intend to grant their Proxy a power of attorney in the form of a private deed of full probative force, they use the recommended form of Power of Attorney attached as Annex 3 to the Bid. Use of the template is not mandatory, but the power of attorney must contain the identifying data and declarations requested therein). In the case of a document issued in Hungary, the Proxy may act on the basis of a private deed of full probative force (signed and certified by two witnesses) or on the basis of a notarial deed.
- 5.10 A power of attorney and/or Acceptance Declaration executed abroad must be legalised by the competent Hungarian diplomatic or consular authority (embassy or consulate) at the place of execution, or documents signed before a foreign notary must be affixed with a legalisation clause (so-called *Apostille*) certifying the notary's authority, in accordance with the provisions of the Hague Convention. Under bilateral treaties concluded by Hungary with certain states, such states do not require legalisation or superlegalisation, nor the application of the Hague Convention, but only notarial attestation of signature in respect of powers of attorney and/or Acceptance Declarations executed abroad. The Accepting Shareholder must provide sufficient evidence at the time of execution of the power of attorney and/or Acceptance Declaration if relying on such treaty exemption. The Ministry of Justice provides information on the relevant treaty states. The same rules shall apply to any other declarations executed abroad that may be required.
- 5.11 The validity of the acceptance of the Bid shall be examined by the Agent on behalf of the Offeror. If the acceptance of the Bid does not comply with the conditions set out in this Section 5, the acceptance shall be invalid, the declaration shall not be capable of producing the intended legal effect, and the intended sale and purchase shall not take place. In such case, the Agent shall ensure that the Shares are retransferred within 5 (five) business days following the Closing Date to the securities account of the relevant Accepting Shareholder specified in Section 6 of the Acceptance Declaration or to the securities account from which the Share(s) were transferred to the securities account of the Agent maintained with KELER Zrt. For the purpose of enabling any later retransfer, the Shareholder must maintain the securities account until the closing of the takeover bid procedure. In case of termination of the securities account, the Shareholder must open a new securities account and notify the Agent thereof without delay. The Agent shall not be liable for any loss arising from the breach of these obligations.

- 5.12 The validity of the Bid and the acquisition of title to the Shares by the Offeror shall not be affected if the acceptance documentation submitted is incomplete solely because the Shareholder provided incorrect or unsuitable account details in the Acceptance Declaration for payment of the Offer Price. In such case, the consideration due to the Shareholder which could not be paid due to the above shall be credited to the settlement account maintained by the Agent within 6 (six) banking days following the conclusion of the Share Purchase Agreement, until the relevant Accepting Shareholder supplements or corrects, by written declaration to the Agent, the missing or incorrect information required for payment of the consideration. Once such declaration has been made, the Agent shall arrange payment of the consideration to the account number indicated therein within 5 (five) banking days. Neither the Offeror nor the Agent shall send separate notice to the Shareholder regarding deficiencies or errors in the bank account details indicated for payment of the Offer Price, or regarding failed payments for such reasons. The Agent shall be entitled, as set out above, to accept the declaration and deem it valid even if the account number for payment of the Offer Price is missing or incorrect. Neither the Offeror nor the Agent shall pay interest, nor shall the Offeror be deemed in delay under Section 74 (8) of the Capital Market Act (Tpt.) if payment of the consideration is not possible due to missing or incorrect information provided in the Acceptance Declaration.
- 5.13 The Acceptance Declaration, together with the necessary annexes, may be submitted in person at the designated branches of the Agent during normal business hours and until 12:00 noon on the Closing Date.
- 5.14 The addresses of the Place of Acceptance and the business hours are set out in Annex 4 to this Bid.
- 5.15 If, for any reason, the Bid is terminated, or if acceptance of the Bid is invalid for any reason, or if the Accepting Shareholder has exercised the right of withdrawal provided above, the Agent shall ensure that the Shares are retransferred to the securities account of the Accepting Shareholder following such time or following receipt by the Agent of the withdrawal declaration. If, at the time of retransfer, the Shareholder does not have a securities account, the Shares shall be placed in securities account number 0074000035. The Agent shall initiate the transfer of the Share(s) within 6 (six) banking days from receipt of the Shareholder's written notice containing the data necessary for the transfer to a new securities account.
- 5.16 The Offeror draws the attention of Hungarian resident individual Shareholders who do not yet have a tax identification number that such must be obtained prior to acceptance of the Offer, since the provision of the tax identification number of the Accepting Shareholder is mandatory in the Acceptance Declaration, and acceptance of the Bid shall be invalid without it. A tax identification number may be applied for in person at the competent local tax authority. In Hungary, the tax authority is expected to issue confirmation of the tax identification number within 15 (fifteen) days, on the basis of which the relevant part of the Acceptance Declaration can be completed.
- 5.17 Transfer of shares



The validity of the Acceptance Declaration is conditional upon the fact that the Shares offered in the Acceptance Declaration are actually credited, within the Offer Period, to the securities account No. 0074000035 named "Principal's Deposit Acquisition" held at KELER Zrt. by the Agent, provided that if the number of shares indicated on the Acceptance Declaration differs from the number of Shares actually transferred, the acceptance of the Bid shall be valid in respect of the lesser of the number of Shares indicated in the Acceptance Declaration or the number of Shares actually transferred to the securities account No. 0074000035 named "Principal's Deposit Acquisition" held at KELER Zrt. by the given Agent.

The Accepting Shareholder shall bear the responsibility and risk of transferring the Shares.

**In the transfer order, please indicate the Agent's account No. 0074000035 named "Principal's Deposit Acquisition" held at KELER Zrt., and furthermore, in the reference field, please indicate your own client and securities account number (from which the transfer was initiated), as well as your tax identification number/tax number.**

Shareholders who are natural persons are reminded that, in case their income from the sale of the Shares under the Offer qualifies as income from a controlled capital market transaction under Section 67/A of the Personal Income Tax Act (Szja tv.), they must, simultaneously with giving the transfer instruction, request the transferring investment service provider to certify to the Agent the Acquisition Value of the Shares. In such case, the transferring investment service provider shall certify to the Agent the Acquisition Value of the Shares in the course of executing the instruction.

If the Shareholder's service provider refuses the above procedure, the Shareholder must personally request from the relevant investment service provider a certificate of the Acquisition Value of the Shares in accordance with Annex 5 to the Bid and attach it to the Acceptance Declaration. Otherwise, i.e. in the absence of certification of the Acquisition Value, the Agent shall consider the entire proceeds (i.e. the Offer Price per Share) as Capital Gain. In determining the Capital Gain, the Agent shall accept only the certification of the Acquisition Value issued by the transferring investment service provider, except where the Accepting Shareholder declares that the income from the sale of the Shares qualifies as capital gain. In the latter case, the Agent shall also accept the declaration of the Accepting Shareholder in the form set out in Annex 6 to the Bid as proof of the Acquisition Value and related costs.

## **6 CERTAIN ADDITIONAL DECLARATIONS OF THE ACCEPTING SHAREHOLDER**

- 6.1 By signing the Acceptance Declaration set out in Annex 1 to this Bid, the Accepting Shareholder irrevocably undertakes to sell to the Offeror (designated in accordance with Section 2.3.2 of this Bid) the number of Shares specified in the Acceptance Declaration, free and clear of any litigation, encumbrance, claim, demand, pre-emption right and any rights of third parties (including organisations without legal personality but having capacity to sue), in accordance with the terms of the Bid.

- 6.2 By signing the Acceptance Declaration, the Accepting Shareholder represents and warrants that on the date of signing the Acceptance Declaration and on the Closing Date:
- 6.2.1 if not a natural person, then a legal entity or a business association without legal personality or other organisation which, under the laws of its place of incorporation, is duly incorporated and validly existing, and whose acting representative has the authority required to sign the Acceptance Declaration and to perform the obligations set forth therein, as well as the necessary authorisations to sign and perform the Acceptance Declaration (if the Accepting Shareholder is not a natural person);
  - 6.2.2 the Acceptance Declaration, signed personally by the Accepting Shareholder or in accordance with the rules of representation, or by a Proxy holding a Power of Attorney, constitutes a lawful, valid and binding obligation;
  - 6.2.3 the Shares offered for sale are the lawful property of the Accepting Shareholder, free from encumbrances and transfer restrictions, and the Accepting Shareholder is entitled to sell and transfer them free and clear of any litigation, encumbrance, claim, demand, pre-emption right and any rights of third parties;
  - 6.2.4 the signing of the Acceptance Declaration and the performance of the obligations arising from acceptance of the Bid do not infringe the law applicable to the Accepting Shareholder or to the Offeror, and the Accepting Shareholder's obtaining of knowledge of the Bid did not infringe the rules of the law applicable to it or to the Offeror
  - 6.2.5 all data and information provided by the Accepting Shareholder in the Acceptance Declaration are accurate, complete and true, and the Accepting Shareholder undertakes to notify the Agent without delay of any change therein until the closing of the takeover bid procedure;
  - 6.2.6 the Bid has been irrevocably accepted in respect of the number of Shares specified in the Acceptance Declaration. The Accepting Shareholder acknowledges that in the event that the number of properly identified Shares actually transferred to the Agent's account No. 0074000035 named "Principal's Deposit Acquisition" held at KELER Zrt. differs from the number of Shares indicated in the Acceptance Declaration, the acceptance of the Bid shall be valid in respect of the lesser of the number of Shares specified in the Acceptance Declaration or the number of Shares actually transferred to the Agent's account No. 0074000035 named "Principal's Deposit Acquisition" held at KELER Zrt.;
  - 6.2.7 the Shares shall be sold together with all rights attaching to the Shares on the Closing Date or thereafter, including, without limitation, voting rights and the right to any dividend payable in respect of the Shares after the Closing Date;

6.2.8 upon valid conclusion of the Share Purchase Agreement and following its entry into force and payment of the price of the Shares, the Offeror shall be entitled to have its title to the Shares entered without restriction in the share register of the Target Company.

6.3 By signing the Acceptance Declaration attached as Annex 1 to this Bid, the Accepting Shareholder irrevocably consents to the offered Shares being recorded by the Agent on a securities account and to the Agent processing the personal data contained in the Acceptance Declaration of the Accepting Shareholder and forwarding them to the Offeror.

## **7. CONCLUSION OF THE SHARE PURCHASE AGREEMENT**

7.1 Between the Offeror and the Accepting Shareholder, with the content as set out in this Bid, the Share Purchase Agreement is concluded and becomes effective on the Effective Date in case of submission of a valid Acceptance Declaration, except if it terminates pursuant to section 8 of this Bid.

7.2 The Offeror draws attention to the fact that following submission of the Bid to the Supervisory Authority, it shall notify the Relevant Competition Authorities of the concentration implemented through the N7 Holding Share Purchase Agreement, the Foundation Share Purchase Agreement, this Bid and the Share Purchase Agreements. The granting of the Competition Authority Approval, in accordance with Section 1.3.6 of this Bid, is a condition to the conclusion of the Share Purchase Agreements arising from the Bid.

7.3 The Shareholder acknowledges that if by 12:00 hours on the Closing Day of the Bid exclusively the Acceptance Declaration, or exclusively the transferred Shares are at the disposal of the Offeror or the Settlement Agent respectively, the acceptance of the Bid is not valid.

7.4 The Offeror and the Agent shall notify the Supervisory Authority of the result of the Bid within 2 (two) calendar days following the Closing Date and simultaneously publish it in accordance with the rules on publication of the Bid.

## **8. TERMINATION OF THE BID AND THE SHARE PURCHASE AGREEMENT**

8.1 This Bid and the Acceptance Declarations shall lapse upon publication of a counter-bid approved by the Supervisory Authority, pursuant to Section 75(4) of the Capital Market Act.

- 8.2 In view of Section 74 (5) of the [Tpt.], the Share Sale and Purchase Agreement shall not be concluded if proceedings before the Relevant Competition Authorities become necessary in accordance with this Bid and the Relevant Competition Authorities do not grant the Competition Authority Approval, irrespective of the availability of extraordinary remedies against such decision.
- 8.3 With respect to an Accepting Shareholder, a Share Purchase Agreement already concluded shall terminate if the Accepting Shareholder exercises the right of withdrawal under Section 74(8) of the Capital Market Act, as referred to in Section 3.3.4 of this Bid, and the Agent has received the corresponding written shareholder declaration.
- 8.4 The Offeror reserves the right to withdraw from the Bid under Section 69(2)(i) and Section 74(4) of the Capital Market Act in the event that it fails to acquire more than 50% (fifty per cent) control in the Target Company. The Offeror may only exercise this right of withdrawal subject to the conditions set out in Section 74(4) of the Capital Market Act, and only if it is unable to acquire ownership of the Shares held by N7 Holding under the N7 Holding Share Purchase Agreement. The Offeror shall notify the Accepting Shareholders of the exercise of its withdrawal right under this Section by publication of a notice at the Places of Publication.
- 8.5 If, this Bid:
- (i) pursuant to Section 8.1, this Bid and the Acceptance Declarations lapse; or
  - (ii) pursuant to Section 8.2, the Share Purchase Agreements are not concluded; or
  - (iii) pursuant to Sections 8.3 or 8.4, Share Purchase Agreements already concluded are terminated,

then, as applicable, the Offeror shall ensure, through the Agent, that the Shares deposited with the Agent under this Bid are retransferred to the securities account indicated by the relevant Shareholder in its Acceptance Declaration within 5 (five) Business Days following the date of lapse and/or termination.

## 9 THE PLACE OF PUBLICATION OF ANNOUNCEMENTS RELATING TO THE BID

Announcements relating to the Bid shall be published at the following Places of Publication:

- (i) the website of 4iG Nyrt. (<https://www.4ig.hu/nyito>);
- (ii) the website of the Target Company (<https://raba.hu/>);
- (iii) the website of the Budapest Stock Exchange ([www.bet.hu](http://www.bet.hu));
- (iv) the website of the Agent (<https://www.mbhbefektetesibank.hu/>); and
- (v) the publication system operated by the Magyar Nemzeti Bank (<https://kozvetelek.mnb.hu/>).

## 10. PURCHASE AND SALE RIGHTS

- 10.1 The Offeror declares that if, within 3 months following completion of the successful Bid, it holds influence in the Target Company reaching or exceeding ninety per cent and the Offeror demonstrates that it has sufficient funds to pay the consideration for the Shares subject to the call option, the Offeror intends to reserve the right, at its discretion, to exercise a **call option** in respect of the Shares not acquired by it (squeeze-out), pursuant to Section 76/D(1) of the Capital Market Act .
- 10.2 Notwithstanding the above, in accordance with Section 76/D(6) of the Capital Market Act, if upon completion of the Bid the Offeror's influence reaches ninety per cent, the Offeror shall, at the written request of the remaining Shareholders – who did not submit an Acceptance Declaration during the Bid Period – made within 90 days of the publication of the acquisition of ninety per cent control, be obliged to purchase their Shares as well .
- 10.3 The consideration for the Shares in case of exercise of sale and purchase rights is also the higher amount between the Offer Price and the value of equity per Share of the Target Company. As equity, the value shown in the Target Company's latest annual report certified by an auditor must be taken into account.

## **11. THE BUSINESS PLAN OF THE TARGET COMPANY AND PLACE OF ACCESS TO THE REPORT ON THE ACTIVITIES OF THE OFFEROR**

During the Bid Period, the Target Company's business plan and the Report on the economic activities of the Offeror may be reviewed at the Place of Acceptance during the business hours specified in Annex 4 to this Bid.

## **12 DESCRIPTION OF THE OFFEROR'S RELATIONSHIP WITH THE TARGET COMPANY**

The Offeror, the Persons Acting in Concert and the Target Company are not related to each other.

## **13 PROBABLE CONSEQUENCES RELATING TO EMPLOYMENT**

The probable consequences regarding employment by the Offeror are contained in the operating plan prepared by the Offeror and the report on the Offeror's economic activities.

## **14 APPLICATION OF BREAKTHROUGH RULES**

The rules of breakthrough set out in Sections 76/A-76/C of the Capital Market Act are not applicable to the present Offer, given that the Articles of Association of the Target Company do not contain any relevant provisions.

## **15 TAXATION ISSUES**

The following informative summary provides a general description of certain tax consequences that may arise for a Shareholder in connection with the acceptance of the Bid and does not

constitute a comprehensive description of all tax rules that may be relevant in relation to acceptance of the Bid by a Shareholder.

15.1 The following summary has been prepared on the basis of Hungarian tax legislation in force on the date of this Bid. Should the applicable legislation change (including with retroactive effect), certain tax consequences for Shareholders may differ from those set out below. The tax consequences relating to acceptance of the Bid may also differ depending on the provisions of any applicable double taxation treaties and on the individual circumstances of the Shareholder.

15.2 The following summary does not replace professional advice. It is the decision and responsibility of the Accepting Shareholder whether to seek personal financial, legal and tax advice.

15.3 *Tax issues where the Accepting Shareholder is a Hungarian tax resident individual*

15.3.1 The Hungarian personal income tax consequences may vary depending on the type of income realised by the individual. Income from the Shares may generally be:

- (i) income from controlled capital market transactions;
- (ii) income from capital gains;
- (iii) income from a long-term investment; or
- (iv) income credited to a pension savings account.

15.3.2 In connection with the Bid, the tax liabilities of a Hungarian tax resident individual Shareholder shall generally be determined in accordance with the rules applicable to controlled capital market transactions (provided that the Shares are not held on a long-term investment account or pension savings account and no special circumstances apply). It is possible that income from the sale of different Shares held by one Accepting Shareholder may be subject to different income tax rules.

15.3.3 If the Accepting Shareholder does not declare the NYESZ or TBSZ status of the securities account or certification from the securities account manager supporting this does not arrive at the Acceptance Place by the Closing Day of the bid, the Settlement Agent considers the income from the payment of the Offer Price as income from controlled capital market transactions.

15.3.4 If the Accepting Shareholder does not provide its tax identification number, the Agent may reject the Acceptance Declaration, or, if accepted, payment of the Offer Price must be withheld until the tax identification number is provided, pursuant to Section 34(2) of Act CL of 2017 on the Rules of Taxation.

15.3.5 Income from controlled capital market transactions:

If gains from the sale of the Shares are taxable as income from a controlled capital market transaction, the Agent has no obligation to withhold tax (advance tax). The Agent shall issue a certificate (tax certificate) to the Accepting Shareholder concerning

the share transfer in accordance with the provisions of the Personal Income Tax Act. Under Section 67/A(5) of the Personal Income Tax Act, the income and the tax shall be determined by the Hungarian tax resident individual Accepting Shareholder on the basis of the certificate(s) (tax certificate(s)) issued by the Agent and/or its own records, declared in the tax return for the relevant year and paid by the deadline for submission of that return.

The Agent shall issue to the Accepting Shareholder, by 15 February of the year following the tax year, a detailed certificate for each transaction on the result (profit or loss) of the transaction, on the proceeds of transactions not settled by cash settlement, and on the transaction costs taken into account under the rules of the business regulations or similar agreement with the individual Shareholder governing settlement (matching) of transactions (in particular, the rules for taking into account the acquisition cost of financial instruments). The certificate shall also state the amount of ancillary costs incurred in the tax year but not taken into account in the result of the transactions.

As an investment service provider qualifying as a payer, the Agent shall, by 31 January of the year following the tax year, provide the state tax and customs authority with information on the income realised by the individual (Accepting Shareholders) in that tax year, including their names, tax identification numbers, foreign residence and country of residence, as well as the aggregate result (profit, loss) of the transactions as determined under the business regulations or a similar agreement, and the amount of ancillary costs not taken into account in the result of the transactions, in accordance with the law.

Profit or loss shall be determined as the difference between the proceeds and the aggregate of the Acquisition Value and ancillary costs. Gains from controlled capital market transactions may – subject to certain limitations – be offset against losses from other controlled capital market transactions.

#### 15.3.6 Income from capital gains:

If gains from the sale of the Shares are taxable as capital gains, personal income tax is payable. Profit or loss shall be determined as the difference between the proceeds and the aggregate of the Acquisition Value and ancillary costs. Income from capital gains may not be offset against capital losses realised on other transactions.

Personal income tax advances shall be withheld from the Offer Price. The Accepting Shareholder's final personal income tax liability shall be determined in the annual tax return.

Under the Social Contribution Tax Act, income from capital gains is also subject to social contribution tax. The liability to pay social contribution tax remains until the Accepting Shareholder's income, as defined in Section 1(1)–(3) and Section 1(5)(a)–

(e) of the Social Contribution Tax Act, reaches twenty-four times the amount of the minimum wage in the relevant year. If the Accepting Shareholder does not declare that the tax ceiling has been reached or is expected to be reached in the relevant year, the social contribution tax shall be withheld from the Offer Price. The rate of social contribution tax at the date of submission of this Bid to the Supervisory Authority is 13%.

15.3.7 Income from long-term investments and income credited to a pension savings account:

If the Shares are validly tendered from a TBSZ or NYESZ-R account, the Offer Price shall be transferred to the cash account linked to the TBSZ or NYESZ-R account as evidenced by the certificate issued by the transferring investment service provider, and no tax liability shall arise in the course of the transfer. Due to the special tax rules applicable to TBSZ and NYESZ-R accounts, a tax liability may arise only at the time of withdrawal of funds from the account, to be determined by the individual. From 1 January 2025, in certain cases, social contribution tax liability may also arise in relation to TBSZ accounts if the holding period is less than five years.

15.4 *Tax issues if the Acquiring Shareholder is a Hungarian tax resident but not a private individual*

No tax (advance tax) shall be withheld from the Offer Price. Income from the sale of the Shares may be subject to corporate income tax and other taxes in accordance with the tax rules applicable to the Shareholder concerned.

15.5 *Tax issues if the Accepting Shareholder is not a Hungarian tax resident private individual*

For foreign tax resident individual Shareholders, in addition to the above rules applicable to Hungarian tax resident individuals, the provisions of the double taxation treaty between their state of residence and Hungary shall apply to the determination of tax liability. Where the Accepting Shareholder holds an account with the Agent subject to the due diligence obligations under Act XXXVII of 2013 on certain rules of international administrative cooperation relating to taxes and other public charges, or opens such an account, and foreign residence is established through the due diligence process, the Agent shall apply that residence. If the Accepting Shareholder does not hold such an account with the Agent, or if the due diligence process establishes that the individual is resident in multiple states or jurisdictions, the Accepting Shareholder must evidence its foreign tax residence with a tax residence certificate issued by the foreign tax authority, in English or with a Hungarian certified translation, or a copy thereof. If the Accepting Shareholder does not declare its tax residence in the Acceptance Declaration and does not evidence its foreign tax residence, it shall be regarded as a Hungarian tax resident.

15.6 *Tax issues if the Accepting Shareholder is not a Hungarian tax resident and is not a private individual*



No Hungarian tax liability arises on the Offer Price, provided that the sale of the Shares is not connected with economic activity carried out through a Hungarian permanent establishment of the Accepting Shareholder.

## **16 APPLICABLE LAW**

This Bid has been prepared under the laws of Hungary and shall be governed exclusively by Hungarian law. It has been prepared on the basis of the Capital Market Act in force on the date of submission of the Bid to the Supervisory Authority, and the same shall apply to its interpretation.

## **17 JURISDICTION**

Any disputes arising in connection with this Bid or with the Share Purchase Agreement concluded between the Offeror and the Shareholder by acceptance of this Bid shall fall within the competence and jurisdiction of the courts determined pursuant to Act CXXX of 2016 on the Code of Civil Procedure.

## **18 LIABILITY OF THE TENDERER**

The Offeror declares that, to the best of its knowledge, the data and information contained in the Bid are accurate. In accordance with Section 69(2)(n) of the Capital Market Act, the Offeror confirms that this Bid contains all material circumstances that may affect the Bid.

## **19 OTHER MATERIAL CIRCUMSTANCES AFFECTING THE BID**

The Offeror draws the Shareholders' attention to carefully consider, when deciding on acceptance of the Bid, the other material circumstances affecting the Bid as set out in this Section 19.

### **19.1 N7 Holding Share Purchase Agreement**

19.1.1 Under the N7 Holding Share Purchase Agreement concluded prior to the making of the Bid, N7 Holding, as seller, undertook to transfer to the Offeror the Shares representing a 54.34% interest in the registered capital of the Target Company.

19.1.2 The closing of the N7 Holding Share Purchase Agreement ("N7 Holding Closing") may take place upon the fulfilment of the following conditions, among others:

- (i) Competition Authority Authorisation has been issued;
- (ii) the Bid Period has commenced and expired.

19.1.3 Upon occurrence of the N7 Holding Closing under the N7 Holding Share Purchase Agreement, the Offeror shall acquire in the Target Company at least the level of influence specified in Section 2.4.3.1.

## 19.2 Foundation Share Purchase Agreement

- 19.2.1 Based on the Foundation Share Purchase Agreement concluded prior to making the Bid, the Foundation as seller undertook an obligation to transfer to the Offeror Shares representing a 20.00% shareholding in the Target Company's share capital.
- 19.2.2 The closing of the Foundation Share Purchase Agreement ("Foundation Closing") may take place upon the fulfilment of the following conditions, among others:
- (i) Competition Authority Authorisation has been issued;
  - (ii) the Bid Period has commenced and expired.
- 19.2.3 Through the Foundation Share Purchase Agreement, upon the occurrence of the Foundation Closing, the Offeror acquires influence in the Target Company to at least the extent specified in section 2.4.3.2.
- 19.2.4 In respect of the Shares subject to the Share Purchase Agreement — representing a 20.00% interest in the share capital of the Target Company — the State of Hungary is entitled to a call option pursuant to Section 12 (4) of Act IX of 2021 on Public Trust Foundations Performing a Public Function. With regard to the exercise of the call option, the Foundation invited the State of Hungary to make a declaration on 08 September 2025. The State of Hungary, as the holder of the call option, may, within a preclusive deadline of 90 (ninety) days from receipt of the invitation to make a declaration, issue a legal declaration either accepting the call option or waiving the call option.

## 19.3 Introduction of CSG DEFENCE a.s. and the option agreement concluded between CSG DEFENCE a.s. and 4iG Űr és Védelmi Zrt.

CSG DEFENCE a.s. (registered office: U Rustonky 714/1, Karlín, 186 00 Prague 8, Czech Republic; company registration number: 073 33 528; place of registration: Municipal Court in Prague; "CSG DEFENCE a.s.") is a company incorporated in the Czech Republic with a registered capital of CZK 2,000,000 (i.e. two million Czech crowns), which has been fully paid up. The capital of CSG DEFENCE a.s. consists of 20 (twenty) registered dematerialised shares, each with a nominal value of CZK 100,000 (i.e. one hundred thousand Czech crowns). The shares confer identical shareholder rights. Each ordinary share entitles the shareholder to voting rights, and all voting rights are equal. The sole shareholder of CSG DEFENCE a.s. is Czechoslovak Group a.s. (registered office: U Rustonky 714/1, Karlín, 186 00 Prague 8, Czech Republic; company registration number: 03472302; place of registration: Municipal Court in Prague).

Shareholder	Number of Shares	Votes	Ownership Share
Czechoslovak Group a.s.	20	100	100%
<b>Total:</b>	<b>20</b>	<b>100</b>	<b>100.00%</b>

CSG DEFENCE a.s. is a member company of the CSG Group (“CSG”). CSG is a global industrial and technology group, the ultimate beneficial owner of which is the Czech entrepreneur Michal Strnad. The strategic objective of the group is to contribute to a safer and more stable future by developing and manufacturing key products, systems and technologies for the defence industry, the aerospace industry, the automotive industry and other sectors.

CSG has a global presence: its key production bases are located in the United States, the United Kingdom, Spain, Italy, Germany, the Czech Republic, Slovakia, Serbia, Greece and India, and it exports its products worldwide. CSG continues to strengthen its companies and expand its business areas through continuous investment.

CSG employs more than 14,000 people and achieved revenues of EUR 5.2 billion in 2024 (of which EUR 4 billion on a consolidated basis). As a result, according to the ranking of the Stockholm International Peace Research Institute (SIPRI), CSG was included among the world’s 100 largest defence companies.

The key subsidiaries of CSG include:

- (i) Excalibur Army (Czech manufacturer of land military vehicles),
- (ii) Tatra Trucks (world-renowned manufacturer of heavy-duty trucks in Kopřivnice),
- (iii) MSM Group (Slovak manufacturer of artillery ammunition),
- (iv) The Kinetic Group (US manufacturer of small-calibre ammunition),
- (v) Eldis (Czech radar manufacturer).

Tatra Trucks is a cornerstone of the mobility and defence divisions of CSG and is one of the world’s oldest utility vehicle manufacturers. The company has become world famous for its heavy-duty trucks designed for extreme terrain. In 2024 it produced 1,548 vehicles, a significant proportion of which were delivered to defence industry customers. Tatra continuously develops its product portfolio – including the latest Force and Phoenix series – and plays a key role in the development, manufacture, modernisation and life-cycle support of wheeled armoured vehicles. Further information is available on the CSG website: <https://czechoslovakgroup.com/en>

On 7 September 2025, an option agreement was concluded between 4iG Űr és Védelmi Zrt. and CSG DEFENCE a.s. in respect of 490 ordinary shares with a nominal value of HUF 1,000 each, representing 49% of the registered capital of the Offerer (the “4iG SDT EGY Shares”). Under this option agreement, until 28 February 2027, CSG DEFENCE a.s. may, by unilateral declaration, purchase the 4iG SDT EGY Shares from 4iG Űr és Védelmi Zrt., as obligor (call option). The exercise of the call option is conditional upon the Offeror successfully completing the acquisition concerning the Target Company, including this Bid as part thereof, and upon the customary due diligence of the Target Company in line with market practice being concluded with a satisfactory result for CSG DEFENCE a.s. The acquisition of influence by CSG DEFENCE a.s. through the exercise of the call option is subject to the conduct of the necessary competition and other regulatory proceedings.

In view of the fact that CSG DEFENCE a.s. would acquire an indirect interest in the Target Company through the exercise of the call option pursuant to this clause, an additional condition of the acquisition of influence is the making of a mandatory public takeover bid to the shareholders of the Target Company pursuant to Section 68 of the Capital Markets Act (Tpt.).

#### 19.4 Statement of Further Circumstances

By signing the Bid, the Offeror declares that there are no further material circumstances not disclosed in the Bid that may affect the Bid.

Budapest, 23 September 2025

*--- SIGNATURE PAGE FOLLOWS. ---*

**4iG SDT EGY Private Limited Company**

as Offeror, represented by

---

**Dr. István Sárhegyi**

Member of Board of Directors

**Az MBH Befektetési Bank Private Limited Company**

as the Agent, represented by

---

**Zoltán Szűcs**

Managing Director

---

**Gergely Takács**

Director

ACCEPTANCE DECLARATION

RELATING TO THE MANDATORY PUBLIC TAKEOVER BID FOR ALL SHARES OF  
RÁBA JÁRMŰIPARI HOLDING PUBLIC LIMITED COMPANY  
NOT OWNED BY THE OFFEROR

Important!

The valid acceptance of the Bid in respect of the Shares is conditional upon the proper completion of this declaration and its submission, together with its annexes, to the Places of Acceptance specified in the Bid within the Acceptance Period, during the client service hours of the Places of Acceptance as set out in Annex 4 of the Bid, or, on the Closing Date, from the beginning of the client service hours until 12:00 hours, either by hand delivery or by arrival at such address.

Acceptance Declaration for accepting the Bid made by 4iG SDT EGY Private Limited Company (registered office: 1013 Budapest, Krisztina körút 39; company registration number: Cg. 01-10-143379; tax number: 32873829-2-41; "Offeror"), approved by the Supervisory Authority by decision No. H-KE-III-635/2025. on 23 September 2025 day, in respect of dematerialised, registered ordinary shares issued by RÁBA Járműipari Holding Public Limited Company (registered office: 9027 Győr, Martin út 1.; company registration number: Cg. 08-10-001532; "Target Company"), each with a nominal value of HUF 1,000, i.e. one thousand forint, at a purchase price of HUF 1,789 per share, i.e. one thousand seven hundred and eighty-nine forint.

By properly completing and duly signing this Acceptance Declaration, the Shareholder accepts as binding upon himself the conditions of the Bid made by the Offeror for the Target Company's Shares. This Acceptance Declaration must be duly completed and signed and delivered to a Place of Acceptance as specified in Annex 4 of the Bid during the client service hours indicated therein within the Offer Period, or on the Closing Date from the start of client service hours until 12:00 hours, or must arrive at the Place of Acceptance by such time. The Offer Period shall run from 9:00 hours on the Commencement Date until 12:00 hours on the Closing Date.

Please carefully read the instructions to this Acceptance Declaration before completion, as well as the Bid published on the Offeror and the MBH Befektetési Bank Private Limited Company homepage ([www.4ig.hu/nyito](http://www.4ig.hu/nyito); illetve <https://www.mhbefektetesibank.hu>) and the Completion Guide attached as Annex 2 to the Bid!

For questions or requests relating to the Bid, please contact MBH Befektetési Bank Private Limited Company at the following contact details:

Mailing address: H-1117 Budapest, Magyar Tudósok körútja 9. G. ép, Hungary

Phone: +(36-1) 311-3110

Fax: +(36-1) 457-8998

Email Address: [ugyfelszolgalat@mbhbank.hu](mailto:ugyfelszolgalat@mbhbank.hu)

The Bid is valid exclusively as a Bid made under the laws of Hungary.

The notice on the cover page of this Bid is intended to provide information on those countries in which acceptance of the Bid is restricted under local laws and regulations or subject to additional conditions.

In order to avoid any legal consequences resulting from breaches of applicable laws in such countries, in connection with the making, dissemination or acceptance of the Bid, the restrictions set out on the cover page of this Bid apply, in line with international capital market practice.

Terms used with an initial capital letter in this Acceptance Declaration and not otherwise defined shall have the meanings given to them in the Bid).

Please duly complete and sign the following Acceptance Declaration if you are acting as a **natural person** (either personally as an Accepting Shareholder, or as a natural person authorised representative holding a Power of Attorney)

### ACCEPTANCE DECLARATION – NATURAL PERSON

By signing this Acceptance Declaration, the Shareholder accepts the Bid made by the Offeror for the Shares issued by Rába Járműipari Holding Public Limited Company (registered office: 9027 Győr, Martin út 1.; company registration number: Cg. 08-10-001532), approved by resolution no. H-KE-III-635/2025. of 23 September 2025 by the Supervisory Authority, as follows:

1. Surname of Shareholder:

\_\_\_\_\_

First name(s) of Shareholder:

\_\_\_\_\_

Birth name of Shareholder (if different):

\_\_\_\_\_

Citizenship of Shareholder:

\_\_\_\_\_

Address of Shareholder – Country:

\_\_\_\_\_

Address of Shareholder – Postal code:

\_\_\_\_\_

Address of Shareholder – Street, house no.:

\_\_\_\_\_

Mailing address of Shareholder (if different from the above):

Mailing address – Country: \_\_\_\_\_

Mailing address – Postal code: \_\_\_\_\_

Mailing address – Street, house no.: \_\_\_\_\_

ID card number / Passport number of Shareholder: \_\_\_\_\_

Tax Identification Number of Shareholder: \_\_\_\_\_

Place of birth of Shareholder: \_\_\_\_\_

Date of birth of Shareholder: \_\_\_\_\_

Mother's maiden name of Shareholder: \_\_\_\_\_

Telephone number of Shareholder: \_\_\_\_\_

E-mail address of Shareholder: \_\_\_\_\_

2. Details of the Agent

Name of the Agent: MBH Befektetési Bank Private Limited Company

Registered office of the Agent: Hungary, H-1117 Budapest, Magyar Tudósok körútja 9. G. ép

Company registration number of the Agent: Cg. 01-10-041206



3. Number of Shares in respect of which the Shareholder accepted the Bid:  
 in numbers: \_\_\_\_\_ pcs, in words: \_\_\_\_\_ pieces of  
 ordinary shares.

4. Acquisition data of the Shares

The acquisition data of the Shares are necessary to establish the tax liability of the Bid Consideration paid. The acquisition value of the Shares and the incidental costs shall be determined pursuant to Section 67(9) of Act CXVII of 1995 on Personal Income Tax. **In the absence of such data, the full amount of the Bid Consideration shall constitute the tax base.**

For the purpose of proving the acquisition price of the Shares, the Agent shall accept a certificate issued by the transferring service provider in the content specified in Annex 5 to the Bid, unless the Accepting Shareholder declares that the income from the sale of the Shares qualifies as capital gains. In the latter case, the Agent shall also accept the declaration of the Accepting Shareholder in the form set out in Annex 6 to the Bid as proof of the Acquisition Value and the incidental costs.

5. Method of payment of the Bid Consideration

The Accepting Shareholder declares that the consideration for the Shares shall be paid by transfer to the following bank account or client account.

Type of beneficiary account (**only one account type can be marked; please mark with an X**):

Bank account	<input type="checkbox"/>
Client Account	<input type="checkbox"/>
Client account or bank account linked to a TBSZ or NYESZ-R account	<input type="checkbox"/>

Name of the payment service provider or investment service provider: \_\_\_\_\_

Address of the payment service provider or investment service provider: \_\_\_\_\_

Name of the beneficiary, i.e. the Shareholder as account holder: \_\_\_\_\_

Account number<sup>7</sup>: \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_

Client account number of the beneficiary (if the account is held by an investment service provider): \_\_\_\_\_

Reference: Bid Consideration

In the event of any discrepancy between the account data indicated in this section and the account data indicated in the certificate of Acquisition Price issued by the transferring service provider in accordance with Annex 5 to the Bid (if such document is attached), the Agent shall

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<sup>7</sup> As a general rule, in the case of transfer of the consideration to a client account maintained by an investment service provider, it is necessary to indicate the client payment account number of the account-holding investment service provider, and the number of the Shareholder's client account held with the investment service provider must be specified under the item "Number of beneficiary's client account". If your service provider does not maintain a separate client account for you, or if you request the transfer to be made to your own bank account, then please provide your own bank account number. Please consult your account-holding service provider if necessary.

consider the data indicated in the certificate issued by the transferring service provider as valid and shall transfer the consideration of the Shares to the account indicated in such certificate!

Only one bank account, client account, NyESZ or one TBSZ account may be indicated per Acceptance Declaration, and only one method of payment of the Consideration may be chosen per Acceptance Declaration.

If the Shares offered are transferred from more than one account, e.g. from a normal securities account and one or more TBSZ accounts, or from accounts of different types (e.g. NyESZ and TBSZ), the Acceptance Declaration must be completed and submitted separately for each account with the data corresponding to that account.

6. Please provide the name and address of your securities account manager to which, in the event specified in the Bid, you request the retransfer of the Shares:

Name of the securities account manager:

\_\_\_\_\_

Address: \_\_\_\_\_

Number of the Shareholder's securities account:

\_\_\_\_\_

7. Tax residence of the Accepting Shareholder (please indicate the relevant parts.)

Hungary	
Other. Please specify country: _____	
I declare that there is a double taxation treaty in force between Hungary and the country specified above, and that I am resident for tax purposes in the country specified above for the purposes of the application of the treaty.	
According to the provisions of the treaty, the capital gains realised in connection with the sale of the Shares shall be taxable only in the country in which I reside.	
I have attached the original copy of the tax residence certificate to this Acceptance Declaration.	

Income from the sale of Shares

The income from the sale of Shares\*:

taxable as a controlled capital market transaction	
taxable as income from a long-term investment	
taxable as capital gains	
will be credited to a pension savings account compliant with the requirements of the Personal Income Tax Act (Szja tv.)	

\* Please mark with an "X" the case applicable to you in the table! Only one option may be selected on one Acceptance Declaration!

If parts of the income from the sale of the Shares are subject to different treatment for personal income tax purposes, several Acceptance Declarations must be completed accordingly.

The Shareholder shall instruct in writing its securities account manager to transfer, on behalf of the Shareholder, to the Agent's securities account (i.e. to MBH Befektetési Bank Private Limited Company's securities account No. 0074000035 named "Principal's Deposit Acquisition" held with KELER Zrt.) those

Shares in respect of which the Shareholder accepts the Bid. If the Bid provides for the retransfer of Shares, the Shares shall be retransferred to the securities account of the Shareholder specified above.

8. By signing the Acceptance Declaration, the Acceptor declares and warrants that on the date of signing the Acceptance Declaration and the Effective Date:

(i) the Acceptance Declaration is signed personally by the Shareholder accepting the Bid, or by a duly authorised representative evidenced by a Power of Attorney, and constitutes a lawful, valid and binding undertaking;

(ii) the Shares specified in the Acceptance Declaration are unencumbered and constitute the lawful and exclusive property of the Accepting Shareholder free of transfer restrictions, and the Accepting Shareholder is entitled to sell and transfer them, and the Shares are free from litigation, encumbrance, claim, demand, pre-emption right and any right of a third party;

(iii) the signing of the Acceptance Declaration and the performance of obligations arising from acceptance of the Bid do not infringe any applicable law binding on the Shareholder or the Offeror, and that the Shareholder's receipt of the Bid has not infringed any applicable law binding on the Shareholder or the Offeror;

(iv) all data and information provided by the Shareholder in the Acceptance Declaration are true and correct;

(v) if the number of Shares specified in the Acceptance Declaration differs from the number of Shares actually transferred to the Agent's securities account, acceptance of the Bid shall be valid only for the lower number of Shares either specified in the Acceptance Declaration or actually transferred to the Agent's securities account. If the number of Shares specified in the Acceptance Declaration is lower than the number actually transferred, within 5 Business Days following the Closing Date the Agent shall retransfer the difference to the securities account of the relevant Shareholder specified in the Acceptance Declaration, or, in the absence thereof, to the account from which the Shares originated;

(vi) the Shares are sold together with all rights attached to them on or after the Closing Date, including, without limitation, voting rights and the right to dividends payable in respect of the Shares after the Closing Date;

(vii) following the valid conclusion of the Share Purchase Agreement, the Offeror is entitled to have its shareholding entered without restriction in the share register of the Target Company;

(viii) the Acceptance Declaration signed by it, and any other document related to its Acceptance Declaration, has not been posted or otherwise distributed or sent, directly or indirectly, to the United States of America or any other country where the posting, distribution or sending of such documents would contravene laws, market practices, or any generally or even restrictively binding regulation, whether within or from such countries;

(ix) in connection with the acceptance of the Bid, neither directly nor indirectly has it used the postal services, interstate or international commerce instruments (including, in particular, electronic mail, telefax, telex or telephone), or any instrument of a national stock exchange of the United States or any

other such country, where the posting, distribution or sending of such documents would contravene laws, market practices, or any generally or even restrictively binding regulation;

(x) the Accepting Shareholder was located outside the territory of the United States of America or any other country where the posting, distribution or sending of the Bid, the Acceptance Declaration or related documents would contravene laws, market practices, or any generally or even restrictively binding regulation, at the time it received the Acceptance Declaration and at the time it accepted the Bid;

(xi) the Accepting Shareholder has complied with all rules applicable to it, obtained all necessary governmental or other consents, complied with all requirements, and paid all taxes payable in connection with the acceptance of the Bid in any state, and has not done or omitted to do anything which would result in the Offeror or any other person breaching any legal or regulatory requirement in connection with the Bid or its acceptance;

(xii) the person acting on behalf of the Accepting Shareholder in respect of the Shares covered by the Acceptance Declaration is not an agent, custodian or trustee of any person whose instructions have been issued from the United States of America, or any other such country, or through the use of postal services, interstate or international commerce instruments, or national stock exchanges of the United States or any such country, where the posting, distribution or sending of the Bid, the Acceptance Declaration or related documents would contravene laws, market practices, or any generally or even restrictively binding regulation.

By signing the Acceptance Declaration, the Accepting Shareholder authorises the Agent and irrevocably consents that the Agent shall register the Shares transferred to it on its securities account and subsequently transfer them to the Offeror in accordance with the terms of this Bid.

**In the transfer order, please indicate the above securities account number of the Agent held with KELER Zrt., and in the comment field please state your own client and securities account number (from which the transfer was initiated), as well as your tax identification number/tax number.**

By signing the Acceptance Declaration, the Accepting Shareholder consents that the Agent may forward the data contained in the Acceptance Declaration to the Offeror for the purpose of enabling the Offeror to fulfil its obligations towards the Accepting Shareholder as set out in the Bid. The Accepting Shareholder has understood and accepted that the Agent undertook the obligation to transfer to the Accepting Shareholders the relevant amount from the consideration received by it from the Offeror. The Agent has not undertaken the obligation to perform default interest payments, nor to perform any obligations connected to possible non-performance by the Offeror; such claims shall be addressed directly to the Offeror by the Shareholder.

Attachments:

Please mark with an X which documents you have attached to this Declaration of Acceptance:

- (1.) in the case of a natural person shareholder resident in Hungary, a certificate issued by the investment service provider performing the transfer of the Shares, in accordance with Annex 5 to the Bid, on the value spent on the acquisition of the Shares (Acquisition Value) and the additional costs incurred in connection with the Shares, as well as on the status of the Shares in accordance with Annex 5 to the Bid: \_\_\_

- (2) Statement of the Natural Person Acceptor Shareholder/Proxy on the value of the Shares (Acquisition Value) and the additional costs incurred in connection with the Shares (Annex 6 to the Bid) \_\_\_\_\_
- (3.) In the case of a Power of Attorney and a document not in Hungarian issued by the Acceptor in accordance with Sections 5.10 and 5.11 of the Bid, in the case of a private or public document with full probative force, the certified translation thereof: \_\_\_\_\_
- (4) Certificate of residence for proving foreign tax residency in English or its translation into Hungarian: \_\_\_\_\_

9. To accept the Bid, please sign the Acceptance Declaration here:

Date: \_\_\_\_\_, 202[•]. \_\_\_\_\_ (month) \_\_\_\_\_ (day)

\_\_\_\_\_  
Name of Shareholder:.....

Signature of Shareholder / Signature of the authorised representative of Shareholder'

*Furthermore, if acting as an authorised representative, please attach the Power of Attorney and provide the following identification details:*

Name of authorised representative: \_\_\_\_\_

Address of authorised representative:  
\_\_\_\_\_

*We kindly ask that the Acceptance Declaration be certified by the signatures of two witnesses below, confirming that the Shareholder signed the Acceptance Declaration in their presence:*

*(If the Acceptance Declaration is submitted with notarial certification of signature, the signatures of two witnesses are not required.)*

In the presence of us, as witnesses:

- |                                |                                |
|--------------------------------|--------------------------------|
| 1. Signature of Witness: _____ | 2. Signature of Witness: _____ |
| Name: _____                    | Name: _____                    |
| Address: _____                 | Address: _____                 |

Please fill in the following Acceptance Declaration correctly and sign it duly if you are acting on behalf of a **legal entity**, either as its lawful organisational representative or as an authorised representative holding a Power of Attorney!

#### ACCEPTANCE DECLARATION – LEGAL ENTITY

The Shareholder, by signing this Acceptance Declaration, accepts the Bid made by the Offeror for the Shares issued by Rába Járműipari Holding Public Limited Company (registered seat: 9027 Győr, Martin út 1.; company registration number: Cg. 08-10-001532) held by the Shareholder, as approved by the Supervisory Authority by its Resolution No. H-KE-III-635/2025. dated 23 September 2025, as follows:

1. Corporate details of the Shareholder

Company name of the Shareholder:

\_\_\_\_\_

Registered seat of the Shareholder – country: \_\_\_\_\_

Registered seat of the Shareholder – postal code: \_\_\_\_\_

Registered seat of the Shareholder – street, house number:

\_\_\_\_\_

Mailing address of the Shareholder (if different from the registered seat):

Mailing address – country:

\_\_\_\_\_

Mailing address – postal code:

\_\_\_\_\_

Mailing address – street, house number:

\_\_\_\_\_

Company registration number of the Shareholder:

\_\_\_\_\_

Tax number of the Shareholder:

\_\_\_\_\_

Telephone number of the Shareholder:

\_\_\_\_\_

E-mail address of the Shareholder:

\_\_\_\_\_

2. Details of the Agent

Name of Agent: MBH Befektetési Bank Private Limited Company

Registered seat of Agent: Hungary, H-1117 Budapest, Magyar Tudósok körútja 9. G. ép

Company registration number of Agent: Cg. 01-10-041206

3. Number of Shares for which the Shareholder accepts the Bid

In figures: \_\_\_\_\_ pcs, in words: \_\_\_\_\_  
ordinary shares.

4. Method of payment of the Offer Price

I request payment of the consideration for the Shares by transfer to the following bank account or client account:

Type of beneficiary's account:

Bank account	
Client Account	

Name of payment or investment service provider: \_\_\_\_\_

Address of payment or investment service provider: \_\_\_\_\_

Name of beneficiary, Account holder Shareholder: \_\_\_\_\_

Account number<sup>8</sup>: \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_

Number of the beneficiary's client account (if the account is managed by an investment service provider): \_\_\_\_\_

Announcement: Bid Consideration

5. Please provide the name and address of your securities account manager to which the Shares shall be re-transferred in the case defined in the Prospectus:

Name of the securities account manager:

\_\_\_\_\_

Address: \_\_\_\_\_

–

Number of the Shareholder's securities account:

\_\_\_\_\_

The Shareholder must instruct its securities account manager in writing to transfer, on behalf of the Shareholder, to the Agent's securities account (i.e. the MBH Befektetési Bank Private Limited Company's securities account No. 0074000035 named "Principal's Deposit Acquisition" held with KELER Zrt.) those Shares in respect of which the Shareholder accepts the Bid. If the Bid provides for the re-transfer of the Shares, the Shares shall be re-transferred to the Shareholder's securities account specified above.

6. By signing the Acceptance Declaration, the Accepting Shareholder declares and warrants that on the date of signing the Acceptance Declaration and the Effective Date:

(i) it is duly incorporated and validly existing under the laws of its place of incorporation, and its acting representative has the requisite capacity and authorisation to sign the Acceptance Declaration and to perform the obligations set out therein;

(ii) the Acceptance Declaration constitutes a lawful, valid and binding commitment signed by the Shareholder personally, by way of corporate signature or by its duly authorised representative holding a Power of Attorney;

(iii) the Shares specified in the Acceptance Declaration are unencumbered and are the lawful and exclusive property of the Shareholder free from transfer restrictions, and the Shareholder is entitled to sell and transfer them, and the Shares are free from any lawsuit, encumbrance, claim, demand, pre-emption right or any right of a third party;

(iv) signing the Acceptance Declaration and performing the obligations arising from the

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<sup>8</sup>As a general rule, in the case of transfer of the consideration to a client account held with an investment service provider, it is necessary to indicate the client payment account number of the account-holding investment service provider, and the number of the Shareholder's client account held with the investment service provider must be specified under the item "Number of beneficiary's client account". If your service provider does not maintain a separate client account for you, or if you request the transfer to be made to your own bank account, then please provide your own bank account number. Please consult your account manager if necessary.

acceptance of the Bid does not breach any applicable law binding upon the Shareholder or the Offeror, and receipt of the Bid did not infringe the law applicable to the Shareholder or to the Offeror;

(v) all data and information provided by the Shareholder in the Acceptance Declaration are true and correct;

(vi) if the number of Shares specified in the Acceptance Declaration differs from the number of Shares actually transferred, the acceptance of the Bid shall be valid with respect to the lower of the number specified in the Acceptance Declaration or the number actually transferred to the Agent's securities account. If the number of Shares specified in the Acceptance Declaration is lower than the number of Shares actually transferred, within 5 business days following the Closing Date the Agent shall re-transfer the difference to the securities account specified by the Shareholder in the Acceptance Declaration or, failing that, to the account from which the Shares originated;

(vii) the Shares shall be sold together with all rights attached thereto on the Closing Date or thereafter, including without limitation the voting rights and the right to receive dividends payable after the Closing Date;

(viii) following the valid conclusion of the Share Purchase Agreement, the Offeror shall be entitled to have its ownership of the Shares recorded in the share register of the Target Company without any restriction;

(ix) the Acceptance Declaration and any other document related to the Acceptance Declaration signed by it have not been posted, distributed or otherwise sent either directly or indirectly to the United States of America or any other country where the posting, distribution or sending of such documents would contravene laws, market practice or any generally or even partially binding regulation, either within or from such states;

(x) in connection with the acceptance of the Bid, neither directly nor indirectly has the postal service or any means of interstate or international commerce (in particular electronic mail, telefax, telex or telephone) of the United States of America or any other country been used, where the posting, distribution or sending of such documents would contravene laws, market practice or any generally or even partially binding regulation, or any facility of the national securities exchange of any of the above countries;

(xi) the Accepting Shareholder was located outside the territory of the United States of America or any other country where the posting, distribution or sending of the Bid, the Acceptance Declaration and the related documents would contravene laws, market practice or any generally or even partially binding regulation, at the time of receipt of the Acceptance Declaration and at the time of accepting the Bid;

(xii) the Accepting Shareholder has complied with all rules applicable to it, obtained all necessary governmental or other approvals, complied with all applicable requirements and paid all taxes payable in any jurisdiction in connection with the acceptance of the Bid, and has not done or omitted to do anything that would cause the Offeror or any other person to violate or possibly violate any law or regulatory requirement in relation to the Bid or its acceptance;

(xiii) the person acting on behalf of the Accepting Shareholder in respect of the Shares covered by the Acceptance Declaration is not acting as an agent, custodian or broker of a person whose instructions were given from the United States of America or any other country, or by using the postal service, interstate or international commerce facilities, or securities exchange facilities of the United States of America or any other country where the posting, distribution or sending



of the Bid, the Acceptance Declaration and the related documents would contravene laws, market practice or any generally or even partially binding regulation.

By signing the Acceptance Declaration, the Accepting Shareholder authorises the Agent and irrevocably consents to the Agent holding the Shares transferred to it on its securities account and subsequently transferring them to the Offeror in accordance with the terms of the present Bid.

By signing the Acceptance Declaration, the Accepting Shareholder consents to the Agent forwarding the data contained in the Acceptance Declaration to the Offeror for the purpose of enabling the Offeror to fulfil its obligations towards the Accepting Shareholder under the Bid.

The Accepting Shareholder has understood and accepted that the Agent undertook the obligation to transfer to the Accepting Shareholders the respective amount from the consideration received from the Offeror. The Agent has not undertaken any obligations regarding default interest, nor in respect of any failure of performance by the Offeror, and in such cases claims shall be enforced directly against the Offeror by the Shareholder.

Attachments:

Please mark with an X which documents are attached to this Acceptance Declaration:

(1.) Documents evidencing the existence of the Accepting Shareholder as a legal entity and the representation right of the persons acting on its behalf, or in the case of a foreign entity its corporate documents, and in case of documents not in English, their certified translation: \_\_\_\_\_

(2.) The Power of Attorney pursuant to Sections 5.10 and 5.11 of the Bid, and in the case of documents not in Hungarian, their certified translation: \_\_\_\_\_

6. For acceptance of the Bid, please sign the Acceptance Declaration here:

Date: \_\_\_\_\_, 2025 \_\_\_\_\_ (month) \_\_\_\_\_ (day)

\_\_\_\_\_  
Corporate signature of Shareholder / signature of authorised representative of Shareholder

Company name of Shareholder: \_\_\_\_\_

Name of first signatory: \_\_\_\_\_

Position: \_\_\_\_\_

Name of second signatory (if joint signature required): \_\_\_\_\_

Position: \_\_\_\_\_

THIS SECTION IS TO BE COMPLETED IF ACTING AS AN AUTHORISED REPRESENTATIVE:

*If you are acting as an authorised representative on behalf of the Shareholder, please also attach the Power of Attorney and provide the following identification details:*

Name of authorised representative:

\_\_\_\_\_

Address of authorised representative:

\_\_\_\_\_

*Please also have the Acceptance Declaration certified by the signatures of two witnesses below, confirming that the authorised representative signed the Acceptance Declaration in their presence at the Place of Acceptance:*

*(If the Acceptance Declaration is submitted with notarial certification of signature, the signatures of two witnesses are not required.)*

In the presence of us, as witnesses:

- |                                |                                |
|--------------------------------|--------------------------------|
| 1. Signature of Witness: _____ | 2. Signature of Witness: _____ |
| Name: _____                    | Name: _____                    |
| Address: _____                 | Address: _____                 |

*Please also attach documents evidencing the existence of the legal entity and the representation right and signature specimen of the person(s) duly signing the Power of Attorney on its behalf, and in case the documents are not in Hungarian, their certified translation.*

## COMPLETION GUIDE

**To the Acceptance Declaration relating to the Bid made by the Offeror for the Shares held by the Shareholder, issued by Rába Járműipari Holding Public Limited Company (registered seat: 9027 Győr, Martin út 1.; company registration number: Cg. 08-10-001532), approved by the Supervisory Authority under resolution number H-KE-III-635/2025. dated 23 September 2025.**

If the Shareholder wishes to accept the Bid, the duly completed and properly signed Acceptance Declaration must be submitted at the Place of Acceptance during the Bid Period within the client service hours of the Acceptance Places as specified in Annex 4 of the Bid, or on the Closing Date from the beginning of the client service hours until 12:00 hours, or must be delivered by post to the Agent at the postal address specified in Annex 4 of the Bid within the Bid Period. The Acceptance Declaration must be completed and signed in accordance with the Bid. The capitalised terms and expressions used in the Acceptance Declaration have the meanings defined in the Bid.

Completion, signing, and delivery of the Acceptance Declaration to the Place of Acceptance shall constitute acceptance by the Shareholder of all the terms and conditions set forth in the Bid.

According to Act XCII of 2003 on the Rules of Taxation, if an individual Accepting Shareholder fails to provide their tax identification number, the Agent shall withhold payment until the tax identification number is provided. Under applicable Hungarian law, a non-resident natural person is also required to hold a Hungarian tax identification number if they become subject to domestic tax liability or if reporting obligations arise under tax laws in connection with such liability. Non-Hungarian citizens may apply to the state tax authority for the issuance of a tax identification number using the official form ('T34'), which requires the applicant to provide their natural identification data (name, place and date of birth, mother's maiden name, address) and nationality. Based on this information, the tax authority will issue the tax identification number.

If you intend to accept the Bid, please:

- (i) as a natural person or as an Authorised Representative acting under a Power of Attorney, complete the Acceptance Declaration at the Place of Acceptance or before a notary public and sign it duly. If acting on behalf of a legal entity, as its statutory representative, you must duly sign the properly completed Acceptance Declaration in the company's name, provide the names of the signing representatives, and attach documentary evidence of the legal capacity of the entity represented, as well as proof of the representation rights of the signatories (a copy of an extract from the company register issued no earlier than 30 (thirty) days prior), and – where available – copies of signature specimen(s) or signature sample(s) of the representatives;
- (ii) instruct your securities account manager to transfer the Shares to the Agent's securities account (i.e., to the securities account number 0074000035 maintained by KELER Zrt. for MBH Befektetési Bank Private Limited Company, under the designation "Principal's Deposit Acquisition");
- (iii) in the case of natural persons, attach to the Acceptance Declaration proof of the Acquisition Value of the tendered Shares, and in the case of non-resident tax status,

- a certificate of tax residency, and in the case of authorised representation, the Power of Attorney;
- (iv) personally, or through your authorised representative, deliver the Acceptance Declaration and the above attachments at the Place of Acceptance within the Bid Period during the client service hours of the Acceptance Places specified in Annex 4 of the Bid, or – if the Closing Date falls on a business day – on the Closing Date from the beginning of the client service hours until 12:00 hours;
  - (v) during personal submission, always present documents required for identity verification (identity card suitable for verifying identity, address card).
  - (vi)

If you intend to prove the existence of the legal entity and the authority of the acting representatives with different documents and wish to verify their suitability in advance, please contact the Agent using the contact details specified in the Bid.

*For the purpose of identification of transfers, the Accepting Shareholder must indicate in the reference field of the transfer order their full name and tax identification number/tax number, as well as the number of the securities account from which the transfer was initiated.*

The Offeror shall pay the Offer Price in Hungarian forints to the Accepting Shareholders in accordance with Section 3.3 of the Bid.

The Offeror and the Agent shall notify the Supervisory Authority of the outcome of the Bid within 2 (two) calendar days after the Closing Date of the Bid Period and shall publish it at the Publication Place.

Please read the Bid carefully! By signing the Acceptance Declaration, the Accepting Shareholder warrants that all data and information provided by them in the Acceptance Declaration are accurate and truthful in all respects, and that the documents attached are originals or copies identical to the originals.

Hungarian law shall apply to the Bid and its acceptance, as well as to any non-contractual obligations arising in connection with the Bid. By signing the Acceptance Declaration, the Accepting Shareholder also submits to the exclusive jurisdiction of the Permanent Court of Arbitration attached to the Hungarian Chamber of Commerce and Industry with respect to all disputes arising from or in connection with the Bid and its acceptance. If non-Hungarian law applies to the Accepting Shareholder, compliance with such law shall be the sole responsibility of the Accepting Shareholder.

FORM OF POWER OF ATTORNEY

I, the undersigned,

Name/Company name: \_\_\_\_\_

Address/Registered office: \_\_\_\_\_

Mother's maiden name: \_\_\_\_\_

ID card no./Company registration number: \_\_\_\_\_

Tax identification number/Tax number: \_\_\_\_\_

hereby appoint,

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Mother's maiden name: \_\_\_\_\_

Place/Date of birth: \_\_\_\_\_

ID card no.: \_\_\_\_\_

to act as my authorised representative with full power in connection with the mandatory public takeover Bid made by 4iG SDT EGY Private Limited Company (registered office: 1013 Budapest, Krisztina körút 39.; company registration number: 01-10-143379; hereinafter: the "**Offeror**") for the shares of **Rába Járműipari Holding Public Limited Company** (registered office: 9027 Győr, Martin út 1.; company registration number: Cg. 08-10-001532), and to represent me vis-à-vis the Offeror, the Agent, the Target Company and third parties.

The terms used in this power of attorney that are capitalised but not otherwise defined shall have the meaning given to them in the Bid.

Dated: \_\_\_\_\_, 202[•]. \_\_\_\_\_(month) \_\_\_\_\_(day)

\_\_\_\_\_

Signature of the Accepting Shareholder

Name (in block letters):

Title:

I accept the above power of attorney:

\_\_\_\_\_

Signature of the authorised representative

*Please note that this power of attorney must be signed in accordance with Sections 5.10 and 5.11 of the Bid, and where necessary, must be accompanied by signature authentication.*

## Annex 4 (List of Places of Acceptance)

### LIST OF PLACES OF ACCEPTANCE

The submission of Acceptance Declarations may be initiated at the branch offices of MBH Bank Nyrt. acting as the Agent's intermediary, listed in the table below, during the business hours indicated therein, from the Commencement Date, i.e. 26 September 2025, until the Closing Date, i.e. 31 October 2025. On the Closing Date, Acceptance Declarations may be submitted until 12:00 noon.

Postcode	City	Street, number	<i>Monday</i>	<i>Tuesday</i>	<i>Wednesday</i>	<i>Thursday</i>	<i>Friday</i>	<i>Accessibility</i>
5600	Békéscsaba	Andrássy út 18.	08:00-17:00	08:00-16:00	08:00-16:00	08:00-16:00	08:00-15:00	yes
1024	Budapest	Széna tér 4.	08:00-17:00	08:00-16:00	08:00-16:00	08:00-16:00	08:00-15:00	yes
1032	Budapest	Bécsi út 154.	08:00-17:00	08:00-16:00	08:00-16:00	08:00-16:00	08:00-15:00	no
1056	Budapest	Váci utca 38.	08:00-17:00	08:00-16:00	08:00-16:00	08:00-16:00	08:00-15:00	yes
1106	Budapest	Örs Vezér tere 25.	09:00-17:00	09:00-17:00	09:00-17:00	09:00-17:00	09:00-17:00	yes
1119	Budapest	Etele út 57.	08:00-17:00	08:00-16:00	08:00-16:00	08:00-16:00	08:00-15:00	yes
1132	Budapest	Nyugati tér 5.	08:00-17:00	08:00-16:00	08:00-16:00	08:00-16:00	08:00-15:00	yes
1138	Budapest	Váci u. 193.	08:00-17:00	08:00-16:00	08:00-16:00	08:00-16:00	08:00-15:00	yes
1173	Budapest	Pesti út 159-163.	08:00-17:00	08:00-16:00	08:00-16:00	08:00-16:00	08:00-15:00	yes
1184	Budapest	Üllői út 396.	08:00-17:00	08:00-16:00	08:00-16:00	08:00-16:00	08:00-15:00	yes
2700	Cegléd	Rákóczi u. 2.	08:00-17:00	08:00-16:00	08:00-16:00	08:00-16:00	08:00-15:00	no

4024	Debrecen	Vár u. 6/a	08:00-17:00	08:00-16:00	08:00-16:00	08:00-16:00	08:00-15:00	yes
4026	Debrecen	Bethlen u. 6-8.	08:00-17:00	08:00-16:00	08:00-16:00	08:00-16:00	08:00-15:00	yes
2400	Dunaújváros	Dózsa György út 4/b.	08:00-17:00	08:00-16:00	08:00-16:00	08:00-16:00	08:00-15:00	yes
3300	Eger	Almagyar u. 3-5.	08:00-17:00	08:00-16:00	08:00-16:00	08:00-16:00	08:00-15:00	no
2030	Érd	Budai út 11.	08:00-17:00	08:00-16:00	08:00-16:00	08:00-16:00	08:00-15:00	yes
2100	Gödöllő	Kossuth út 13.	08:00-17:00	08:00-16:00	08:00-16:00	08:00-16:00	08:00-15:00	yes
3200	Gyöngyös	Fő tér 19.	08:00-17:00	08:00-16:00	08:00-16:00	08:00-16:00	08:00-15:00	no
9021	Győr	Bajcsy Zs. utca 36.	08:00-17:00	08:00-16:00	08:00-16:00	08:00-16:00	08:00-15:00	yes
5100	Jászberény	Lehel vezér tér 32-33	08:00-17:00	08:00-16:00	08:00-16:00	08:00-16:00	08:00-15:00	no
7400	Kaposvár	Fő u. 3.	08:00-17:00	08:00-16:00	08:00-16:00	08:00-16:00	08:00-15:00	yes
6000	Kecskemét	Nagykőrösi utca 2.	08:00-17:00	08:00-16:00	08:00-16:00	08:00-16:00	08:00-15:00	no
3527	Miskolc	Ady Endre u. 16.	08:00-17:00	08:00-16:00	08:00-16:00	08:00-16:00	08:00-15:00	yes
3530	Miskolc	Széchenyi u. 46.	08:00-17:00	08:00-16:00	08:00-16:00	08:00-16:00	08:00-15:00	yes
9200	Mosonmagyaróvár	Bástya u.15.	08:00-17:00	08:00-16:00	08:00-16:00	08:00-16:00	08:00-15:00	no

8800	Nagykanizsa	Erzsébet tér 19.	08:00-17:00	08:00-16:00	08:00-16:00	08:00-16:00	08:00-15:00	yes
4400	Nyíregyháza	Dózsa György út 11.	08:00-17:00	08:00-16:00	08:00-16:00	08:00-16:00	08:00-15:00	no
7621	Pécs	Rákóczi út 60.	08:00-17:00	08:00-16:00	08:00-16:00	08:00-16:00	08:00-15:00	yes
7622	Pécs	Bajcsy-Zsilinszky u. 7.	08:00-17:00	08:00-16:00	08:00-16:00	08:00-16:00	08:00-15:00	yes
3100	Salgótarján	Losonczi u. 2.	08:00-17:00	08:00-16:00	08:00-16:00	08:00-16:00	08:00-15:00	no
9400	Sopron	Várkerület 16.	08:00-17:00	08:00-16:00	08:00-16:00	08:00-16:00	08:00-15:00	yes
6720	Szeged	Kölcsey utca 8.	08:00-17:00	08:00-16:00	08:00-16:00	08:00-16:00	08:00-15:00	yes
6720	Szeged	Széchenyi tér 3.	08:00-17:00	08:00-16:00	08:00-16:00	08:00-16:00	08:00-15:00	yes
8000	Székesfehérvár	Budai út 36.	08:00-17:00	08:00-16:00	08:00-16:00	08:00-16:00	08:00-15:00	yes
7100	Szekszárd	Arany János u. 23-25.	08:00-17:00	08:00-16:00	08:00-16:00	08:00-16:00	08:00-15:00	yes
2310	Szigetszentmiklós	Losonczi u. 1.	08:00-17:00	08:00-16:00	08:00-16:00	08:00-16:00	08:00-15:00	yes
5000	Szolnok	Hősök tere 1.	08:00-17:00	08:00-16:00	08:00-16:00	08:00-16:00	08:00-15:00	no
9700	Szombathely	Szent Márton utca 4.	08:00-17:00	08:00-16:00	08:00-16:00	08:00-16:00	08:00-15:00	yes
9700	Szombathely	Petőfi S. u. 16.	08:00-17:00	08:00-16:00	08:00-16:00	08:00-16:00	08:00-15:00	yes



2800	Tatabánya	Fő tér 6.	08:00- 17:00	08:00- 16:00	08:00- 16:00	08:00- 16:00	08:00 - 15:00	yes
2600	Vác	Köztársaság u. 10-12.	08:00- 17:00	08:00- 16:00	08:00- 16:00	08:00- 16:00	08:00 - 15:00	yes
8200	Veszprém	Óváros tér 3	08:00- 17:00	08:00- 16:00	08:00- 16:00	08:00- 16:00	08:00 - 15:00	yes
8900	Zalaegerszeg	Kossuth u. 2.	08:00- 17:00	08:00- 16:00	08:00- 16:00	08:00- 16:00	08:00 - 15:00	yes

## Annex 5 (Template for Declaration of Acquisition Price, Content Requirements)

### Declaration

In the context of the mandatory public bid made by 4iG SDT EGY Private Limited Company (registered office: 1013 Budapest, Krisztina körút 39.; company registration number: Cg. 01-10-143379; hereinafter: the "Offerer") for the shares of Rába Járműipari Holding Public Limited Company (registered office: 9027 Győr, Martin út 1.; company registration number: Cg. 08-10-001532) regarding the securities transferred (hereinafter: the "Shares"), relating to their registration and acquisition data:

I, the undersigned [name of investment service provider; registered office; company registration number; tax number] hereby declare that today, in the name of MBH Befektetési Bank Private Limited Company (registered office: 1117 Budapest, Magyar Tudósok körútja 9. G. ép.; company registration number: Cg. 01-10-041206), to the securities account No. 0074000035 named "Principal's Deposit Acquisition" held at KELER Központi Értéktár Private Limited Company, on the instruction of the Shareholder Accepting the Bid, a total of ..... pieces of ..... Shares have been transferred, the registration and acquisition data of which are as follows:

Client's name: .....

Birth name:.....

Place and date of birth: .....

Address: .....

Personal identification document number: .....

Tax identification number: .....

Number of securities: .....

Type of account: Standard securities account / Long-Term Investment Account (TBSZ) / Pension Savings Account (NyESZ-R)

Acquisition date: .....

Acquisition price: .....

Additional costs: .....

Number of securities: .....

Type of account: Standard securities account / Long-Term Investment Account (TBSZ) / Pension Savings Account (NyESZ-R)

Acquisition date: .....

Acquisition price: .....

Additional costs: .....

Number of securities: .....

Type of account: Standard securities account / Long-Term Investment Account (TBSZ) / Pension Savings Account (NyESZ-R)

Acquisition date: .....

Acquisition price: .....

Additional costs: .....

Number of securities: .....

Type of account: Standard securities account / Long-Term Investment Account (TBSZ) / Pension Savings Account (NyESZ-R)

Acquisition date: .....

Acquisition price: .....

Additional costs: .....

For securities transferred from NyESZ-R and TBSZ accounts, please kindly arrange for the consideration to be credited back to the corresponding type of cash account:

NyESZ-R: \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_  
TBSZ 2020: \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_  
TBSZ 2021: \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_  
TBSZ 2022: \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_  
TBSZ 2023: \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_  
TBSZ 2024: \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_  
TBSZ 2025: \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_

Date:.....  
Name of Service Provider: .....  
Authorised signature of Service Provider:

**Annex 6 (Declaration of Natural Person Accepting Shareholder/Authorised Representative regarding Acquisition Value and Incidental Costs in case of Income from Capital Gains)**

Declaration

to the Acceptance Declaration relating to the Bid made by 4iG SDT EGY Private Limited Company (registered office: 1013 Budapest, Krisztina körút 39.; company registration number: Cg. 01-10-143379; hereinafter: the "Offerer") for the Shares of Rába Automotive Holding Public Limited Company. (registered office: 9027 Győr, Martin út 1.; company registration number: Cg. 08-10-001532).

I, the undersigned,

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Mother's name: \_\_\_\_\_

ID card No.: \_\_\_\_\_

Tax Identification Number: \_\_\_\_\_

hereby declare that in respect of the Shares covered by the Acceptance Declaration I submitted, the acquisition data of such Share(s) are as follows:

	Acquisition 1	Acquisition 2	Acquisition 3
Number of securities:			
Date of acquisition:			
Acquisition Price* (HUF)			
Incidental costs (HUF)			
Transfer cost due to acceptance (HUF)			

The acquisition data of the Shares are required to establish the tax liability on the Offer Price paid. The acquisition price and the incidental costs shall be determined pursuant to Section 67 (9) of Act CXVII of 1995 on Personal Income Tax (Szja tv.). In the absence of such data, the full amount of the Offer Price may be considered as the tax base. If different acquisition prices and/or incidental costs apply to the Shares, more columns (Acquisition 1, Acquisition 2, etc.) may be completed. If the number of columns in the template is insufficient, it may be supplemented as necessary, or several declarations may be attached.

The capitalised terms used in this Declaration which are not otherwise defined shall have the meaning given to them in the Bid.

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\* In the case of income derived by an individual from Shares held on 31 August 2006, the acquisition value of the security may be determined by reference to the closing price of the given security on the last stock exchange day of August 2006

Date: \_\_\_\_\_, \_\_\_\_\_ (day) \_\_\_\_\_ (month) 202[•].

\_\_\_\_\_  
Shareholder's Name:.....

Signature of Shareholder / Signature of Authorised Representative of the Shareholder

Please certify with the following signatures of two witnesses that the above declaration has been signed by the Shareholder/Proxy in front of them:

(In the case of submission of a notarial signature with authentication, the signatures of the two witnesses are not required.)

Before us as witnesses:

- |    |                          |                               |
|----|--------------------------|-------------------------------|
| 1. | Witness signature: _____ | 2. Witness's signature: _____ |
|    | Name: _____              | Name: _____                   |
|    | Address: _____           | Address: _____                |

Annex 7 Figure presenting the 4iG Group