

# HUNGARIKUM BIZTOSÍTÁSI ALKUSZ LTD.

Registered office: 8086 Felcsút, Fő utca 65.

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Customer service: 1097 Budapest, Könyves Kálmán krt, 11., Building C, 7<sup>th</sup> floor

Company Registration Number: 07 09 028910

HUNGARIKUM  
ALKUSZ

Corporate insurance  
HUNGARIKUM ALKUSZ  
GROUP

## STATUTORY PUBLIC TAKEOVER BID

by HUNGARIKUM INSURANCE LTD.

as Designated Offeror

for the ordinary shares of

CIG PANNÓNIA ÉLETBIZTOSÍTÓ PLC as Offeree Company

(ISIN ID: HU0000180112)

at an offer price of HUF 327. i.e. three hundred and twenty-seven forints per share,

conducted by MKB Bank Plc

as the investment service provider

THE PRESENT PUBLIC TAKEOVER BID HAS BEEN APPROVED BY THE NATIONAL BANK OF HUNGARY BY RESOLUTION NO. H-KE-1U-529/2021 DATED 6 SEPTEMBER 2021.

THE OFFER PERIOD IS FROM 9 A.M. ON 10 SEPTEMBER 2021 TO 12 NOON ON 11 OCTOBER 2021.

THE DESIGNATED OFFEROR AND, THROUGH IT, THE HOLDERS OF INDIRECT INFLUENCE IN THE OFFEREE COMPANY HAVE ALSO SUBMITTED AN APPLICATION TO THE HUNGARIAN NATIONAL BANK FOR APPROVAL OF THE ACQUISITION OF A QUALIFYING INTEREST PURSUANT TO SECTION 258 (1) OF ACT LXXXVIII OF 2014 ON THE BUSINESS OF INSURANCE [INSURANCE ACT] IN THE OFFEREE COMPANY AND IN CIG PANNÓNIA ELSŐ MAGYAR ÁLTALÁNOS BIZTOSÍTÓ PLC UNDER THE INSURANCE ACT, IN VIEW OF WHICH PROCEDURES THE HUNGARIAN NATIONAL BANK SUSPENDED THE PROCEDURE FOR THE APPROVAL OF THIS TAKEOVER BID BY ITS ORDER NO. N-KE-LLL-216/2021 ISSUED ON 25 JUNE 2021. THE NATIONAL BANK OF HUNGARY HAS APPROVED THE ACQUISITION OF QUALIFYING INFLUENCE BY THE DESIGNATED OFFEROR AND THE INDIRECT HOLDERS OF INFLUENCE PURSUANT TO THE INSURANCE ACT BY ITS DECISIONS H-EN-II-104/2021, H-EN-II-105/2021, H-EN-II-106/2021 AND H-EN-II-107/2021, ISSUED ON 23 AUGUST 2021, AND BY ITS ORDER N-KE-III- 271/2021, ISSUED ON 24 AUGUST 2021, THE NATIONAL BANK OF HUNGARY HAS ORDERED THE TERMINATION OF THE SUSPENSION OF THE PROCEDURE FOR THE APPROVAL OF THE PRESENT TAKEOVER BID.

IN ITS OFFICIAL CERTIFICATE ÖB/38-6/2021, THE HUNGARIAN COMPETITION AUTHORITY CONFIRMED THAT THERE WAS NO NEED TO OPEN A MERGER INVESTIGATION WITH REGARD TO THE ACQUISITION OF INFLUENCE BY THE DESIGNATED OFFEROR.

Budapest, 7 September 2021

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## DEFINITIONS

Offer	this Statutory public takeover bid
Offer Price	the purchase price per Share specified in Section 3.1 of the Offer at which the Designated Offeror makes an offer to the Shareholders to purchase their Shares;
Designated Offeror	Hungarikum Biztosítási Alkusz Ltd. (registered office: 8086 Felcsút, Fő utca 65.; company registration number: 07-09-028910; tax number: 13010133-4-07; represented by: Erik Keszthelyi managing director <a href="http://hungarikumalkusz.hu/">http://hungarikumalkusz.hu/</a> )
Offer Period	the period between 9:00 am on the Start Date and 12:00 pm on the Closing Date
Capital Gain	The difference between (i) the Offer Price and (ii) the cost incurred by the Accepting Shareholder for the acquisition of their Shares and the related auxiliary expenses;
Rules of Taxation Act	Act CL of 2017 on the Rules of Taxation
Cost	the cost incurred by the Shareholder on the acquisition of the Shares;
Investment Services Act	Act CXXXVIII of 2007 on Investment Firms and Commodity Dealers, and on the Regulations Governing their Activities
Insurance Act	Act LXXXVIII of 2014 on the Business of Insurance
Budapest Stock Exchange or BSE	Budapesti Értéktőzsde Plc (registered office: 1054 Budapest, Szabadság tér 7. 'Platina' (Platinum) Tower Building 1 4th floor, company registration number: 01-10-044764: <a href="https://www.bet.hu/">https://www.bet.hu/</a> )
Offeree Company	CIG Pannónia Életbiztosító Plc (registered office: 1097 Budapest, Könyves Kálmán körút 11. Building 'B', company registration number 01-10-045857; tax number: 14153730-4-44; <a href="https://www.cigpannonia.hu/">https://www.cigpannonia.hu/</a> )
Places of Acceptance	the places specified in <i>Annex 4</i> to the Offer; and any of those is a ' <i>Place of Acceptance</i> ',
Declaration of Acceptance	the declaration contained in <i>Annex 1</i> to the Offer, in which the Shareholder accepts the Offer, acknowledges that the contents of it as binding and undertakes to transfer the Shares in exchange for the payment of the Offer Price specified in the Offer;

Accepting Shareholder	the Shareholder who makes a Declaration of Acceptance for the Offer during the Offer Period;
Supervisory Authority or MNB	Magyar Nemzeti Bank/National Bank of Hungary (registered office: 1054 Budapest, Szabadság tér 9.; customer service: 1013 Budapest, Krisztina krt. 39.: <a href="http://www.mnb.hu/felugyelet">www.mnb.hu/felugyelet</a> )
Supervisory Authority's Authorisation	The decisions H-EN-11-104/2021, H-EN-11-105/2021, H-EN-II-106/2021 and H-EN-II-107/2021, approved by MNB pursuant to Section 258 (1) of the Insurance Act which authorise the Designated Offeror and the Parties having Indirect Influence in the Offeree Company through the Designated Offeror to acquire a qualifying interest in the Offeree Company and CIG Pannónia Első Magyar Általános Biztosító Plc of up to or exceeding 50 percent pursuant to Section 258 (1) of the Insurance Act.
HCA	Hungarian Competition Authority (registered office: 1054 Budapest, Alkotmány u. 5.: <a href="https://www.kvh.hu/">https://www.kvh.hu/</a> )
HCA's Authorisation	the official certificate issued by the HCA pursuant to Section 43/N (1) b) of the Competition Act, registered under No. ÖB/38-6/2021, stating that no competition supervision investigation is required with regard to the acquisition of influence by the Designated Offeror
Date of Entry into Force	the date on which the Share Sale and Purchase Agreement enters into force; this date is the same as the Closing Date
Hague Convention	Convention established in Hague on 5 October 1961 Abolishing the Requirement of Legalisation for Foreign Public Documents
KELER Zrt.	KELER Központi Értéktár Zártkörűen Működő Részvénytársaság (registered office: 1074 Budapest, Rákóczi út 70-72.; company registration number: 01-10-042346; <a href="https://www.keler.hu/">https://www.keler.hu/</a> )
Starting Date	the first day of the Offer Period, i.e., 10 September 2021
Completion Guide	the guide for completing the Declaration of Acceptance, which is attached to the Offer as <i>Annex 2</i> .;
Holders of Indirect Influence	persons with indirect influence in the Offeree Company through the Designated Offeror based on the ownership of the Designated Offeror, namely (i) Keszthelyi Holding Zártkörűen Működő Részvénytársaság (registered office: 1097 Budapest, Könyves Kálmán körút 11. Building C 7th floor) (ii) Erik Keszthelyi private individual (residential address: 2049 Diósd, Árpád-házi Szent Erzsébet utca 8.) and (iii) Lőrinc Mészáros private individual (residential address: 8086 Felcsút, Fő utca 311/5.)

<b>Implementing Operator</b>	<b>MKB Bank Plc</b> (registered office: 1056 Budapest, Váci u. 38.; Company registration number: 01-10-040952; tax number: 10011922-4- 44)
<b>Proxy Authorisation</b>	the original or a notarised copy of the Shareholder's declaration in an authentic instrument or in a private document fully acceptable as proof stating that the Proxy will act on behalf and in the name of the Shareholder in the process of accepting the Offer;
<b>Proxy</b>	a natural or legal person acting, based on a Proxy Authorisation, on behalf and in the name of the Shareholder in the process of accepting the Offer;
<b>Places of Publication</b>	the forums specified in Section 9 of the Offer, the placed of public disclosure where disclosures relating to the Offer will be made to the public
<b>NYESZ</b>	Pension Savings Account
<b>Persons Acting in Concert</b>	(i) Designated Offeror, (ii) Keszthelyi Holding Zártkörűen Működő Részvénytársaság (registered office: 1097 Budapest, Könyves Kálmán körút 11. Building C 7t floor; company registration number: 01-10-048339, tax number: 25140770-4-43) and (iii) Erik Keszthelyi private individual (name at birth: Erik Keszthelyi, place and date of birth: Szekszárd, 22.12.1983, residential address: 2049 Diósd, Árpád-házi Szent Erzsébet utca 8.)
<b>Civil Code</b>	Act V of 2013 on the Civil Code
<b>Share</b>	all registered, voting, ordinary shares with a nominal value of HUF 33 (i.e. thirty-three Forints) issued by the Offeree Company and listed on the Budapest Stock Exchange (ISIN ID: HU0000180112),
<b>Shareholder</b>	any Shareholder other than the Designated Offeror
<b>Share Sale and Purchase Agreement</b>	a share sale and purchase agreement established between the Designated Offeror and the Accepting Shareholder according to Section 74(5) of the Capital Market Act with the Declaration of Acceptance for the Offer and the transfer of the Shares, submitted to the Implementing Operator in accordance with the terms and conditions of the Offer;
<b>Accounting Act</b>	Act C of 2000 on Accounting

**Personal Income Tax Act** Act CXVII of 1995 on Personal Income Tax

**Social Contribution Act** Act LII of 2018 on Social Contribution Tax

**Corporate Tax Act**

Act LXXXI of 1996 on Corporate Income Tax and Dividend Tax

**LTIA**

Long-term Investment Account

**Capital Market Act**

Act CXX of 2001 on the Capital Market

**Competition Act**

Act LVII of 1996 on the Prohibition of Unfair Market Practices and Restriction of Competition

**Closing Date**

the last day of the Offer Period, which is the 30<sup>th</sup> (thirtieth) day after the Start Date, or, if it falls on a public holiday, the first business day thereafter, i.e. 11 October 2021.

## 1. STATUTORY PUBLIC TAKEOVER BID

- 1.1 In order to achieve its objective and for the reason of acquiring influence to the extent specified in Section 68 (1) b) of the Capital Market Act, **HUNGARIKUM Biztosítási Alkusz Ltd.** (registered office: 8086 Felcsút, Fő utca 65.; company registration number: 07-09-028910; tax number: 13010133-4- 07; represented by: Erik Keszthelyi, managing director) as Designated Offeror makes a

### **statutory public takeover bid**

for CIG Pannónia Életbiztosító Plc. (registered office: 1097 Budapest, Könyves Kálmán körút 11., Building „B”; company registration number: 01-10-045857; tax number: 14153730-4-44), as **Offeree Company** to all Shareholders of the Offeree Company in respect of the Shares issued by the Offeree Company, i.e. the registered ordinary shares (ISIN ID: HU0000180112) issued by the Offeree Company with a nominal value of HUF 33 (i.e. thirty-three forints) each, as follows.

- 1.2 **Recommended purchase price per Share to be paid by the Designated Offeror in consideration in respect of all shares: HUF 327 i.e., three hundred and twenty-seven forints.**

- 1.3 **This Offer is made by the Designated Offeror for all Shares of the Offeree Company and to all Shareholders of the Offeree Company.**

In this regard, the Designated Offeror draws attention to the following, given that Hungarian law applies to this Offer. This Offer and any annexes thereto are made under the rules of Hungarian law, will be published only in Hungary and will be subject to official notification and approval only in Hungary.

- 1.3.1 The Start Date of the Offer Period is the 10<sup>th</sup> September 2021, the Closing Date is the 30<sup>th</sup> (thirtieth) day following the Start Date of the Offer Period, if it falls on a public holiday, on the first business day thereafter, i.e. 11 October 2021.

- 1.3.2 The Designated Offeror contracted MKB Bank Plc. (registered office: 1056 Budapest, Váci u. 38; company registration number: 01-10-040952; tax number: 10011922-4-44), holding an official authorisation issued by the Supervisory Authority, which MNB licence number is 111/41.005-3/2001 for the pursuit of *‘advice and services relating to capital structure, business strategy and related issued as well as mergers and acquisitions’* referred to under Section 5 (2) d) of the Investment Services Act.

- 1.3.3 THE DESIGNATED OFFEROR DRAWS ATTENTION TO THE FACT THAT, PURSUANT TO SECTION 24 (1) OF THE COMPETITION ACT, IT WAS OBLIGED TO SUBMIT A MERGER NOTIFICATION TO HCA IN ORDER TO ENSURE THE ENFORCEABILITY OF ITS ACQUISITION OF INTEREST IN THE OFFEREE COMPANY ON THE BASIS OF THIS OFFER, WHICH HAS COMPLIED WITH ITS NOTIFICATION OBLIGATION. IN ITS OFFICIAL CERTIFICATE UNDER REGISTRATION NUMBER ÖB/38-6/2021, HCA HAS CONFIRMED ON THE BASIS OF SECTION 43/N (1) B) OF THE COMPETITION ACT THAT THERE ARE NO CIRCUMSTANCES THAT WOULD JUSTIFY AN INVESTIGATION PURSUANT TO SECTION 67 (4) OF THE COMPETITION ACT ON THE BASIS OF THE MERGER NOTIFICATION.

- 1.3.4 THE DESIGNATED OFFEROR ALSO DRAWS ATTENTION TO THE FACT THAT THE ACQUISITION OF INFLUENCE IN THE OFFEREE COMPANY ON THE BASIS OF THIS OFFER IS ALSO SUBJECT TO THE APPROVAL OF THE SUPERVISORY AUTHORITY PURSUANT TO SECTION 258 OF THE INSURANCE ACT. THE DESIGNATED OFFEROR AND THE HOLDERS OF INDIRECT INFLUENCE IN THE OFFEREE COMPANY THROUGH THE DESIGNATED OFFEROR SUBMITTED AN APPLICATION TO THE SUPERVISORY AUTHORITY PURSUANT TO SECTION 258 (1) OF THE INSURANCE ACT FOR THE AUTHORISATION TO INCREASE THEIR QUALIFYING INFLUENCE IN THE OFFEREE COMPANY AND IN CIG PANNÓNIA ELSŐ MAGYAR ÁLTALÁNOS BIZTOSÍTÓ PLC, THE ASSESSMENT OF WHICH APPLICATIONS IS CONSIDERED TO BE A MATTER CLOSELY RELATED TO THE APPROVAL OF THIS TAKEOVER BID, WITHOUT A DECISION ON WHICH THE APPROVAL OF THIS TAKEOVER BID CANNOT BE REASONABLY DECIDED, AND THEREFORE THE SUPERVISORY AUTHORITY HAS ISSUED A DECISION NO. N-KE-LLL-216/2021 OF 25 JUNE 2021, THE SUPERVISORY AUTHORITY HAS SUSPENDED THE PROCEDURE FOR THE APPROVAL OF THIS OFFER. BY ITS DECISIONS NOS H-EN-II- 104/2021, H-EN-II-105/2021, H-EN-II-106/2021 AND H-EN-II-107/2021 ISSUED ON 23 AUGUST 2021 PURSUANT TO SECTION 258 (1) OF THE INSURANCE ACT, THE SUPERVISORY AUTHORITY HAS APPROVED THE ACQUISITION OF QUALIFYING INFLUENCE BY THE DESIGNATED OFFEROR AND, THROUGH IT, BY THE HOLDERS OF INDIRECT INFLUENCE IN THE OFFEREE COMPANY PURSUANT TO THE INSURANCE ACT, AND BY ITS ORDER NO. N-KE-III-271/2021 ISSUED ON 24 AUGUST 2021, THE SUPERVISORY AUTHORITY ORDERED THE TERMINATION OF THE SUSPENSION OF THE PROCEDURE FOR THE APPROVAL OF THIS TAKEOVER BID.
- 1.3.5 SUBJECT TO THESE PROVISIONS REQUIRED BY HUNGARIAN LAW, THE DESIGNATED OFFEROR DRAWS ATTENTION TO THE FACT THAT THIS OFFER, ITS ANNEXES OR ANY ACCOMPANYING DOCUMENTATION, WILL NOT BE MADE, SENT, FORWARDED OR DISTRIBUTED, EITHER DIRECTLY OR INDIRECTLY, IN ANY FORM (BY POST OR DELIVERY IN PERSON, COPYING OR ELECTRONIC TRANSMISSION, OR BY DISTRIBUTION OR TRANSFER BY ANY OTHER MEANS OF COMMUNICATION OR TELECOMMUNICATION) IN THE UNITED STATES OR IN ANY OTHER COUNTRY WHERE THE TRANSFER, PUBLICATION, PRIVATE OR PUBLIC DISCLOSURE OF THIS OFFER, ITS ANNEXES OR ACCOMPANYING DOCUMENTATION IS IN VIOLATION OF ANY LAW, MARKET PRACTICE OR OTHER GENERAL OR OTHER NORMS BIDDING IN EVEN A LIMITED SCOPE, OR WHERE IT IS OTHERWISE RESTRICTED BY THE ABOVE. THIS OFFER IS GOVERNED SOLELY BY THE LAWS OF HUNGARY AND WILL NOT BE NOTIFIED AND AUTHORISED UNDER THE SECURITIES ACT OF 1933 OF THE UNITED STATES OF AMERICA, AS AMENDED, AND WILL NOT BE NOTIFIED OR AUTHORISED IN ANY OTHER COUNTRY EITHER.



IN THE EVENT THAT THE DECLARATION OF ACCEPTANCE IS SIGNED BY, OR APPEARS TO HAVE BEEN SIGNED BY, A PERSON DOMICILED OR REGISTERED IN THE UNITED STATES OF AMERICA OR IN ANY COUNTRY OTHER THAN HUNGARY REFERRED TO AND DESCRIBED ABOVE, OR THE DECLARATION OF ACCEPTANCE RETURNED FROM, OR APPEARS TO HAVE BEEN RETURNED FROM, THE UNITED STATES OF AMERICA OR ANY COUNTRY OTHER THAN HUNGARY REFERRED TO AND DESCRIBED ABOVE, THE DESIGNATED OFFEROR SHALL BE ENTITLED TO INVALIDATE SUCH A DECLARATION OF ACCEPTANCE FOR WHICH THEREFORE NO SHARE SALE AND PURCHASE AGREEMENT SHALL BE ESTABLISHED

- 1.3.6 Irrespective of the fact that this Offer also contains tax information for information purposes, the Designated Offeror recommends the Shareholders to consult with their accountant, tax advisor and financial expert on tax issues related to the acceptance of the Offer.
- 1.3.7 Shareholders may contact the Implementing Operator in connection with their questions related to the Offer at the Places of Acceptance during opening hours or at the following telephone number, on business days from 8:30 to 18:00:

**MKB Bank Plc.**

Phone:

- +36-80-333-660 (toll-free from within Hungary) or
- +36-1-373-3333 (also available from abroad)

The investment line of MKB Bank Plc. can be reached on the above numbers by selecting *menu item 3*.

- 1.3.8 The template of this Offer and of the Declaration of Acceptance is available at the Place of Acceptance specified in *Annex 4* to the Offer or can be downloaded from the websites of the Places of Publication.
- 1.3.9 THIS STATUTORY PUBLIC TAKEOVER BID HAS BEEN SUBMITTED BY THE DESIGNATED OFFEROR AND THE IMPLEMENTING OPERATOR TO THE SUPERVISORY AUTHORITY AND HAS BEEN APPROVED BY THE MNB BY DECISION NO. H-KE-111-529/2021 DATED 6 SEPTEMBER 2021.

## 2. PERSONS AND COMPANIES AFFECTED BY THE OFFER

### 2.1 The Offeree Company

- 2.1.1 Company name of the Offeree Company **CIG Pannónia Életbiztosító Plc.**, [registered office: 1097 Budapest, Könyves Kálmán körút 11, Building "B"; company registration number: 01-10- 045857; tax number: 14153730-4-44; share capital: HUF 3,116,132,580 (i.e. three billion, one hundred and sixteen million, one hundred and thirty two thousand, five hundred and eighty Hungarian forints)], of which the financial contribution provided by the shareholders of the Company is 2,791,327,500 HUF (i.e. two billion seven hundred and ninety-seven million three hundred and twenty-seven thousand five hundred Hungarian forints) and the non-cash contribution 324,805,080 HUF (i.e. three hundred and twenty-four million eight hundred and fifty thousand eight hundred and fifty Hungarian forints). The description of the non-cash contributions is set out in *Annex 1* to the Articles of Association of the Offeree Company.

2.1.2 The share capital of the Offeree Company consists of 94,428,260 (i.e. ninety-four million four hundred and twenty-eight thousand two hundred and sixty) dematerialised ordinary registered shares of Series A with voting rights, each with a nominal value of HUF 33 (i.e. thirty-three Hungarian forints). The shares provide the same shareholder rights. Each ordinary share entitles the shareholder to a voting right, and the extent of the voting right is the same for all shares. Each ordinary share entitles to one vote, i.e. 1 (i.e. one) vote may be exercised for each HUF 33 of nominal value of the shares.

The number of voting shares of the Offeree Company is 94,428,260 and the number of treasury shares is 0 (i.e. zero) according to the information published by the Offeree Company on 30 July 2021<sup>11</sup>.

## 2.2 Description of the Designated Offeror

2.2.1. **Hungarikum Biztosítási Alkusz Ltd.** (registered office: 8086 Felcsút, Fő utca 65., company registration number: 07-09-028910, tax number: 13010133-4-07) has been present on the domestic insurance market since 2003 as an insurance intermediary specialised in serving large corporate clients and meeting individual needs (MNB licence number: 11-200/2003).

With almost two decades of experience in the insurance market, the Designated Offeror has undergone a significant and dynamic development and has become a leading player in the Hungarian insurance intermediary market. In 2017 and 2020, the Designated Offeror was awarded in the "Outstanding Business Brand" category by the MagyarBrands Expert Committee, increasing its net sales revenue to HUF 2,402,096,000 by December 2018. In February 2019, the Hungarikum Alkusz Group's member company responsible for bargaining integration (UNPartner Biztosítási Alkusz és Pénzügyi Tanácsadó Ltd.) launched its HUNPartner Programme. As a market integrator, HUNPartner Ltd. provides a complete safety net for the brokers joining the company through its partner programme. The support of integrated brokers covers all elements of the contracting and commission settlement process, thus ensuring the conditions for lawful operation. In May 2019, the Designated Offeror acquired UFS Group Pénzügyi Tervező Ltd, a leading company in the SME and retail segments of the insurance intermediary market, and in November 2019, it was awarded the Business Superbrands award.

As a further element of its market penetration, in June 2020 the Designated Offeror acquired a majority participation in Insurance Partners Alkusz Ltd, a leading brokerage company in the construction and credit insurance segment and arrived in the life of the Offeree Company in September of the same year (See Section 2.4.1 of the Offer). In October 2020, Reticulum Insurance Ltd. (formerly Reticulum Insurance Biztosítási Alkusz Ltd.) transferred its entire stock to the Designated Offeror, and from November 2020, after the MNB approved the share transfer transaction between Hungarikum Biztosítási Alkusz Ltd. and OPUS Global Plc, the Designated Offeror increased its participation in the Offeree Company, demonstrating its continued confidence in the Offeree Company's activities and the insurance market.

The annual turnover of the Designated Offeror and its subsidiaries (<https://hungarikumalkuszcegcsoport.hu/>) as part of the Hungarikum Alkusz Group exceeded HUF 9 billion in 2020. With nearly 200 employees, 3,000 advisors through traditional broker and bank insurance channels, and 12 member companies, the group is currently the largest, 100% Hungarian-owned company group in the Hungarian insurance intermediary market, brokering insurance contracts with a portfolio value of approximately HUF 100 billion annually to insurers through its member companies.

For many years, the Designated Offeror has been a committed participant and catalyst in the development of the Hungarian insurance market, increasing the insurance culture of individuals and legal entities and the awareness and penetration of insurance products. This Offer thus represents, on the one hand, the consolidation of this position in the long term, taking into account the ownership experience of the past period, and the embodiment of the faith of the Designated Offeror as a financial investor in the further development of the Hungarian insurance market.

## **2.3 Persons Acting in Concert during the acquisition of major holding**

2.3.1 The Offer is made with regard to the procedure of the Persons Acting in Concert pursuant to Section 5 (1) 100 and Section 68 (3) of the Capital Market Act - by means of a prior statutory public takeover bid. The Persons Acting in Concert are i) Designated Offeror, (ii) Keszthelyi Holding Zártkörűen Működő Részvénytársaság (registered seat: 1097 Budapest, Könyves Kálmán körút 11, Building C, 7th floor, company registration number: 01-10-048339, tax number: 25140770-4-43) and (iii) Erik Keszthelyi, private individual (name at birth: Erik Keszthelyi, place and date of birth: Szekszárd, 22.12.1983, address: 2049 Diósd, Árpád-házi Szent Erzsébet utca 8.)

2.3.2 **The Persons Acting in Concert have agreed in a separate deed pursuant to Section 68 (3) of the Capital Market Act that the Offer will be made to the Shareholders only by the Designated Offeror. This agreement by the Persons Acting in Concert as to the person obligated to make the Offer does not relieve the Persons Acting in Concert of any liability in connection with the making of the Offer.**

2.3.3. Description of the Persons Acting in Concert with the Designated Offerer:

Erik Keszthelyi started his insurance career in 2005. In 2010, he acquired an ownership participation in Optimál GB Ltd., and in 2012 he became the sole owner of the company, which since 2015 has been known as Hungarikum Biztosítási Alkusz Ltd. In 2015, he founded Keszthelyi Holding Zrt. and has been the sole owner ever since.

In 2015, the National Association of Young Entrepreneurs awarded Erik Keszthelyi with the "Young Entrepreneur of the Year Award". Since 2016, he has been the responsible publisher of the Insurance Almanac and Health Insurance Almanac, which is the niche yearbook of the insurance profession, through his HUNMédia affiliate. In 2016, Keszthelyi Foundation founded the Foundation for Smiling Children (which will continue to operate as HUN Foundation for the Future in 2019), which provides support for disadvantaged or seriously ill children in the fields of health, family support, education, culture and sport. In 2016, Erik Keszthelyi was awarded the "ENTREPRENEUR OF THE YEAR 2016" by the Presidency of the National Association of Entrepreneurs and Employers.

Keszthelyi Holding Plc is 100% owned by Erik Keszthelyi and since 2015 has been responsible for the provision of services related to the control and invoicing of commissions, fees and remuneration of Hungarikum Biztosítási Alkusz Ltd. and its member companies, as well as the registration of insurance and financial contracts, complaints, claims, financial and legal services, and administrative and representation services.

## **2.4 Level of influence of the Designated Offeror and other Persons Acting in Concert in the Offeree Company**

- 2.4.1 On 24 September 2020, the Designated Offeror entered into an agreement with OPUS GLOBAL Plc (registered office: 1062 Budapest, Andrássy út 59; company registration number: 01-10-042533) to acquire 23,466,020 dematerialised ordinary shares of CIG Pannónia Életbiztosító Plc, Series A, with a nominal value of HUF 33 each, representing 24.85% of the share capital of the Offeree Company. Since the planned implementation of the transaction was subject to regulatory approval pursuant to Section 258 (1) of the Insurance Act due to the fact that the 20% threshold for qualifying investments as specified in the Act had been exceeded, the Designated Offeror initiated the approval of the acquisition of qualifying influence. As a result of the procedure initiated at the request of the Designated Offeror, the MNB, by Decision H-EN-II-128/2020, authorised the Designated Offeror to acquire a qualifying interest in the Offeree Company based on direct ownership of more than 20% but less than 33%. The MNB's decision also extended to the fact that the Designated Offeror may acquire a qualified influence based on indirect ownership in the Offeree Company's 100% subsidiary, CIG Pannónia Első Magyar Általános Biztosító Plc, exceeding the 20% threshold but not reaching 33%. In the meantime, and as a result of other transactions prior to the granting of the above mentioned supervisory authorisation, the Designated Offeror's shareholding has been adjusted to 31.5% (number of ordinary shares: 29,746,921). This year, the Designated Offeror has further increased its influence through stock exchange transactions, and currently holds 31,125,072 ordinary shares in the Offeree Company, representing 32.96% of the Offeree Company's share capital.

Apart from the Designated Offeror, the Persons Acting in Concert have no direct influence in the Offeree Company, and their indirect influence is only indirect based on their ownership of the Designated Offeror, given that Keszthelyi Holding Zártkörűen Működő Részvénytársaság holds 50.02% of the votes in the Designated Offeror, while Erik Keszthelyi is the sole shareholder of Keszthelyi Holding Zártkörűen Működő Részvénytársaság. Pursuant to Section 5 (1) 84 of the Capital Market Act, the extent of the indirect influence of both Keszthelyi Holding Zártkörűen Működő Részvénytársaság and Erik Keszthelyi is therefore equal to the extent of the direct influence of the Designated Offeror as an intermediary company, but does not increase it further.

NAME	NUMBER OF SHARES SHARE	DEGREE OF		TOTAL (%)
		DIRECT INFLUENCE (%)	INDIRECT INFLUENCE (%)	
Hungarikum Biztosítási Alkusz Ltd.	31,125,072	32.96	0	32.96
Keszthelyi Holding Plc.	0	0	32.96	32.96
Erik Keszthelyi	0	0	32.96	32.96
<b>Persons Acting in Concert collectively</b>				<b>32.96</b>

2.4.2. Pursuant to Section 24 (1) of the Competition Act, the Designated Offeror was obliged to submit a merger notification to HCA in order to ensure the enforceability of its acquisition of influence in the Offeree Company on the basis of this Offer, "which has complied with its notification obligation. In its official certificate under registration number ÖB/38-6/2021, HCA has confirmed on the basis of Section 43/N (1) b) of the Competition Act that there are no circumstances that would justify an investigation pursuant to Section 67 (4) of the Competition Act on the basis of the merger notification.

2.4.3. In view of the fact that the acquisition of influence by the Designated Offeror in the Offeree Company pursuant to this Offer is also subject to the approval of the Supervisory Authority pursuant to Section 258 (1) of the Insurance Act, the Designated Offeror and the Holders of Indirect Influence in the Offeree Company through the Designated Offeror have submitted an application to the Supervisory Authority pursuant to Section 258(1) of the Insurance Act for the approval of the acquisition and increase of their qualifying influence in the Offeree Company and the CIG Pannónia Első Magyar Általános Biztosító Plc, the determination of which applications is considered to be a matter closely related to the approval of this takeover bid, without a decision on which the approval of this takeover bid cannot be reasonably determined. In view of this, the Authority has suspended the procedure for the approval of this takeover bid by its Order No. KE-III-216/2021, issued on 25 June 2021.

By its decisions Nos H-EN-II- 104/2021, H-EN-II-105/2021, H-EN-II-106/2021 and H-EN-II-107/2021 issued on 23 August 2021 pursuant to Section 258 (1) of the Insurance Act, the Supervisory Authority has approved the acquisition of qualifying influence by the Designated Offeror and, through it, by the Holders of Indirect Influence in the Offeree Company pursuant to the Insurance Act, and by its order No. N-KE-III-271/2021 issued on 24 August 2021, the Supervisory Authority ordered the termination of the suspension of the procedure for the approval of this Offer.

## 2.5 The Implementing Operator

Pursuant to **Section 68 (4)** of the Capital Market Act, the Designated Offeror contracted the investment service provider in possession of an official permit issued by the Supervisory Authority for the pursuit of the service referred to under **Section 5 (2)d)** of the Investment Services Act to acquire major holding through the Offer. The Implementing Operator appointed by the Designated Offeror is **MKB Bank Plc.**, (registered office: **1056** Budapest, Váci u. **38.**; company registration number: **01-10-040952**; tax number: **10011922-4-44**; MNB licence number: **111/41.005-3/2001.**)

## 3. THE OFFER PRICE

### 3.1 The amount of the Offer Price

The Offer Price offered by the Designated Offeror for the Shares is **HUF 327 per Share, i.e. three hundred and twenty-seven forints**, which is higher than the minimum price calculated in accordance with the mandatory provisions of the Capital Market Act, i.e., in this case, at an amount higher than the turnover-weighted average stock exchange price of the 180 (i.e., one hundred and eighty) days preceding the submission of the Offer to the Supervision Authority. The Offer Price will be paid only in cash, in Hungarian forints. The method of calculating the Offer Price is presented in Section 3.2 below.

### 3.2 Method of calculating the Offer Price

3.2.1 The Offer Price was determined by the Designated Offeror on the basis of the provisions of Section 72 of the Capital Market Act, taking into account the following data and factors. Shares are securities admitted for trading on a regulated market, and therefore the Offer Price must reach the highest of the following amounts:

- (i) ***The volume weighted average stock market price of the shares of the Offeree Company for the 180-day (one-hundred-and-eighty) period preceding the date when the Offer was submitted to the Supervisory Authority for approval***

The volume weighted average stock market price of the shares of the Offeree Company for the 180-day (one-hundred-and-eighty) period preceding the date when the Offer was submitted to the Supervisory Authority for approval was HUF 326.5378, i.e. three hundred and twenty-six point five thousand three hundred and seventy-eight forints.

- (ii) ***The highest price contracted for the transfer of the Offeree Company's ordinary shares by the Designated Offeror and affiliated persons within the 180-day (one-hundred-and-eighty-day period) preceding the date when the Offer was submitted***

The Designated Offeror has entered into one transfer agreement for the ordinary shares of the Offeree Company within the period of 180 (one hundred and eighty) days prior to the submission of the Offer: On 24 February 2021, the Designated Offeror purchased 100,000 ordinary shares in the in the framework of stock exchange trading at a purchase price of HUF 326 per share. No transfer agreement was entered into in respect of the ordinary shares of the Offeree Company by affiliated persons of the Designated Offeror within 180 (i.e. one hundred and eighty) days prior to the submission of the Offer.

- (iii) ***The volume weighted average stock market price of the shares of the Offeree Company for the 360-day (three-hundred-and-sixty) period preceding the date when the Offer was submitted to the Supervisory Authority for approval***

The volume weighted average stock market price of the Shares of the Offeree Company for the 360-day (three hundred and sixty) period preceding the date when the Offer was submitted to the Supervisory Authority for approval was HUF 325.4318, i.e. three hundred and twenty-five point four thousand three hundred and eighteen forints.

- (iv) ***The total of the contracted call price and the fee for a purchase or repurchase option exercised by the Designated Offeror and affiliated persons within 180 (i.e. one hundred and eighty) days preceding the date of submission of the Offer to the Supervisory Authority***

No right of purchase or right of repurchase has been exercised by the Designated Offeror and its affiliated persons in respect of the ordinary shares of the Offeree Company within the period of 180 (i.e. one hundred and eighty) days prior to the date of submission of the Offer.

- (v) ***The total of the contracted call price and the fee for a purchase or repurchase option provided for in an agreement entered into by the Designated Offeror and affiliated persons within 180 (i.e. one hundred and eighty) days preceding the date of submission of the Offer to the Supervisory Authority***

No agreement establishing a right to purchase or repurchase option the ordinary shares of the Offeree Company has been entered into between the Designated Offeror and its affiliated persons within the 180 (i.e. one hundred and eighty) day period prior to the submission of the Offer.

- (vi) ***The consideration received for the concerted exercising the voting rights pursuant to an agreement concluded within 180 (i.e. one hundred and eighty) days by the Designated Offeror and affiliated persons prior to the date of submission of the Offer to the Supervisory Authority.***

The Designated Offeror and its affiliated persons have not entered into any agreement for the concerted exercise of voting rights for consideration within the period of 180 (i.e. one hundred and eighty) days prior to the submission of the Offer.

- (vii) ***The amount of equity capital per Share,***

Based on the latest audited consolidated financial statements (for the 2020 business year) prepared in accordance with International Financial Reporting Standards and approved by the General Meeting of the Offeree Company the value of equity per share was HUF 147.21, i.e., one hundred and forty-seven point twenty-one Forints.<sup>2</sup>

- 3.2.2 The highest of the amounts set out in Section 3.2.1 above is HUF 326.5378 i.e. three hundred and twenty-six thousand point five thousand three hundred and seventy-eight thousand forints, and the Offer Price is set at a higher amount of HUF 327, i.e. three hundred and twenty-seven forints.

### **3.3 The method and deadline for the payment of the Offer Price, the legal consequences of late payment**

- 3.3.1 The Designated Offeror shall pay to the Shareholders who validly accept the Offer, in full in cash (in Hungarian forints only), the purchase price equal to the Offer Price multiplied by the number of Shares sold by the Accepting Shareholder under the Share Sale and Purchase Agreement pursuant to the Declaration of Acceptance, within five (5) business days following the Closing Date by transfer to the bank account or client account held with a Hungarian account manager specified in the Declaration of Acceptance or in Annex 5.
- 3.3.2 In order to cover the fulfilment of the Offer Price, Budapest Bank Plc (registered office: 1138 Budapest, Váci út 193, company registration number: 01-10-041037, tax number: 10196445-4-44) has issued a bank guarantee in the amount of HUF 20,700,000,000 (HUF twenty billion seven hundred million forints) in favour of the Shareholders accepting the Offer as Beneficiaries, which complies with the requirements of Section 69 (7) c) of the Capital Market Act. A total of HUF 142,476 i.e. HUF one hundred and forty two thousand four hundred and seventy-six forints) is available in the bank accounts of the Designated Offeror as additional security for the fulfilment of the Offer Price. The bank guarantee and the bank certificate of the availability of the funds in the bank account of the Designated Offeror are attached to the request for approval of the Offer.
- 3.3.3 The Designated Offeror draws the attention of the Shareholders to the fact that the Designated Offeror is obliged to pay the Offer Price within 5 (five) business days after the Closing Date of the deadline for acceptance of the Offer, exclusively by bank transfer, into the bank account or client account kept by a Hungarian account manager indicated in the Declaration of Acceptance or in Annex 5. If the Offer Price is settled after the above date, the Designated Offeror shall pay default interest on the outstanding Offer Price in compliance with the provisions of the Civil Code. The Designated Offeror and the Implementing Operator shall not be liable for any delay related to the transfer that has occurred after the bank transfer has been initiated.
- 3.3.4 If the Offer Price is not paid within 30 (thirty) days after the expiry of the payment deadline under Section 3.3.3, the Accepting Shareholder may withdraw from the Share Sale and Purchase Agreement in writing. The withdrawal shall become effective towards the Designated Offeror when the Implementing Operator receives a written notice from the Shareholder of the exercise of the right of withdrawal.

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<sup>2</sup> the consolidated accounts are available on the following link: <https://www.dgpannonia.hu/befektetok/beszamolok>

3.3.5 If the right of withdrawal is exercised by the Accepting Shareholder, the Designated Offeror is obliged to notify the Supervisory Authority of this fact within 2 (two) working days. Payment of the default interest or exercising the right of withdrawal from the contract shall have no effect on the Supervisory Authority's powers to impose the sanctions defined in the Capital Market Act for any violation of the regulations pertaining to payment of the consideration.

#### 4. DEADLINE FOR THE ACCEPTANCE OF THE OFFER

The deadline for the acceptance of the Offer (Offer Period) is from 9:00 am of the Start Date to 12:00 on the Closing Date. The Start Date of the Offer Period is the 10<sup>th</sup> September 2021, the Closing Date is the 30<sup>th</sup> (thirtieth) day following the Start Date, or, if it is not a business day, the first business day thereafter, i.e., 11 October 2021.

#### 5. PLACE AND METHOD OF MAKING A DECLARATION OF ACCEPTANCE

5.1 The acceptance of the Offer shall be deemed valid if:

- i) the number of Shares indicated in the Declaration of Acceptance is actually credited within the Offer Period to the Implementing Operator's account number 0070/000018 kept at KELER Plc., **and**
- ii) the Accepting Shareholder sends 2 original, signed copies of the Declaration of Acceptance attached as Annex 1 to the Place of Acceptance together with the data and information to be indicated together with the data to be indicated according to the Declaration of Acceptance and the Completion Guide no later than 12:00 on the Closing Date.

5.2 The Designated Offeror draws the attention of the esteemed Shareholders to the fact that the condition for the valid acceptance of the Declaration of Acceptance is that the number of Shares indicated in the Declaration of Acceptance is actually credited to the Implementing Operator's account no. 0070/000018 kept with KELR Plc. The Designated Offeror requests the Shareholders to indicate in the transfer order the above account number of the Implementing Operator and to indicate in the communication the customer or securities account number from which the transfer is initiated and their tax identification number (tax number).

5.3 The Declaration of Acceptance must be completed legibly in accordance with the Completion Guide and delivered at one of the Places of Acceptance, together with any attachments required to be attached to the Declaration of Acceptance or the Completion Guide. The Declaration of Acceptance, together with the Completion Guide, can be downloaded from the Websites of the Places of Publication and is available to Shareholders at the Places of Acceptance. The contact details of the Place of Acceptance is included in Annex 4 to this Offer.

5.4 The Accepting Shareholder may deliver the Declaration of Acceptance of the Offer to the Place of Acceptance exclusively in person or by proxy, or by post.

5.5 The Accepting Shareholder shall decide on and take the risk of the method chosen to deliver the Declaration of Acceptance and its Annexes to the Place of Acceptance, but the Offer shall be deemed to have been delivered only upon their actual receipt thereof. Unless proven otherwise, the statement of the Implementing Operator shall be considered prevailing with regard to the receipt. The Designated Offeror draws the attention of the Shareholders to the fact that the responsibility for issuing and/or delivering the Declaration of Acceptance through a Proxy rests with the party eligible to

issue the Declaration of Acceptance, i.e., the Accepting Shareholder, therefore the Designated Offeror proposes that the Declaration of Acceptance be delivered by the Shareholders in person to the Implementing Operator.

- 5.6 In the case of postal delivery, only a Declaration of Acceptance that is actually delivered to the below indicated address by 12:00 on the Closing Date shall be deemed to have been received in time. In the case of submission by post, the Declaration of Acceptance shall be sent by registered mail with acknowledgement of receipt to the following address:

**MKB Bank Plc.**  
'CIG Takeover Bid'  
SOFI-Investment services / Kassák 222  
Budapest  
H-1821

- 5.7 Once the Offer has been validly accepted, the Accepting Shareholder may not withdraw their Declaration of Acceptance.
- 5.8 The costs and fees incurred by the credit institution managing the account of Accepting Shareholder or its investment service provider in connection with the acceptance of the Offer shall be borne by the Accepting Shareholder.
- 5.9 If the Declaration of Acceptance is signed on behalf of a non-natural person Accepting Shareholder, the name(s) of the signatory representative(s) must be indicated and a document certifying the legal capacity of the represented organisation and the representative(s)' right of representation must be attached [certificate of incorporation not older than 30 (thirty) days], together with any copies of the specimen signatures of the representatives.
- 5.10 In the case of proceedings by Proxy, in addition to the documents specified above, the Proxy is obliged to submit its Proxy Authorisation in Hungarian and, in the case of a Proxy Authorisation in a foreign language, the certified translation thereof. (The Designated Offeror recommends to the Esteemed Shareholders that if they intend to grant a Proxy Authorisation to their Proxy in a private document fully acceptable as proof, they should use the text of the recommended proxy authorisation attached to the Bid in Annex 3 . The use of the Proxy Authorisation template is not mandatory, but the Proxy Authorisation must contain the identification data requested in the Proxy Authorisation template). In the case of a document issued in the domestic territory, the Proxy may act with a Proxy Authorisation included in a private document fully acceptable as proof (certified by two witnesses) or in an authentic instrument.
- 5.11 The Proxy Authorisation included in the document issued abroad must be certified by the competent foreign Hungarian embassy/authority (embassy, consulate) at the place of issue, or the documents signed before the foreign notary must be endorsed with a notarization clause (Apostille) in accordance with the provisions of the Hague Convention. Pursuant to Hungary's bilateral agreements with certain states, these states do not require certification or an apostille, or the application of the Hague Convention, only the notarial signature authentication, in respect of the Proxy Authorisations issued abroad. The Accepting Shareholder shall provide sufficient evidence of the content and formal requirements of such Proxy Authorisations when issuing the Proxy Authorisation, provided that it avails itself of the relief provided by the bilateral agreement.

The Ministry of Public Administration and Justice provides information on the States of

the Convention. The same rules apply to Declarations of Acceptance signed abroad.

- 5.12 The validity of the acceptance of the Offer shall be examined by the Implementing Operator on behalf of the Designated Offeror after the expiry of the Offer Period. If the acceptance of the Offer does not meet the conditions described in this Section 6, the acceptance of the Offer shall be invalid. In this case, the Implementing Operator shall ensure that the Shares are transferred back to the securities account specified by the given Accepting Shareholder in Section 1 of the Declaration of Acceptance within 5 (five) working days from the Closing Date.
- 5.13 It does not affect the validity of the Bid or the acquisition of ownership of the Shares by the Designated Offeror if the submitted acceptance documentation cannot be considered complete solely because the Shareholder did not indicate a bank account, client account in the Declaration of Acceptance for the payment of the Offer Price, or it is stated incorrectly or is unsuitable to receive the consideration. In such a case, the consideration due to the Shareholder, but not paid due to the above, will be credited to the settlement account held with the Implementing Agent no later than on the 6<sup>th</sup> (sixth) working day following the conclusion of the Share Sale and Purchase Agreement until the respective Accepting Shareholder replaces the missing or incorrect information required for the payment of the consideration in a written declaration made at the Implementing Operator. If the Shareholder makes the declaration at the Implementing Operator, the Implementing Operator shall ensure the payment of the consideration within 5 (five) working days from the date of the declaration. Neither the Designated Offeror nor the Implementing Operator pays interest and the Designated Offeror shall not be in default under Section 74 (8) of the Capital Market Act if the payment of the consideration is not possible due to information incorrectly provided in the Declaration of Acceptance.
- 5.14 The Offer, together with the necessary Annexes, can be accepted by submission in person in the Implementing Operator's designated branch during its regular business hours or until 12:00 on the Closing Date.
- 5.15 The address of the Place of Acceptance and the business hours are included in Annex 4 to this Offer.
- 5.16 If the Offer is terminated for any reason, the acceptance of the Offer is invalid for any reason or the Accepting Shareholder has exercised the above specified right of withdrawal, the Implementing Operator shall ensure that the Shares are credited to the Accepting Shareholder's securities account after that date or the date of receipt of the withdrawal declaration by the Implementing Operator.
- 5.17 Finally, the Designated Offeror draws the attention of Distinguished resident Private Individual Shareholders who do not yet have a tax identification number, that it is necessary to obtain it before accepting the Bid, as the Accepting Shareholder's tax identification number is mandatory when completing the Declaration of Acceptance, as without that the acceptance of the Offer is invalid. The tax identification number can be requested in person at the territorially competent tax authority. In Hungary, the competent tax authority is expected to issue a certificate of the tax identification number within 15 (fifteen) days, based on which the relevant part of the Declaration of Acceptance issued upon acceptance of the Offer can be filled in.

## 6. CERTAIN ADDITIONAL DECLARATIONS OF THE ACCEPTING SHAREHOLDER

- 6.1 By signing the Declaration of Acceptance *in Annex 1* to this Offer, the Accepting Shareholder irrevocably agrees to sell to the Designated Offeror the number of Shares specified in the Declaration of Acceptance, free from litigation, encumbrance, request, claim, pre-emption right, purchase and repurchase right and free of any rights of a third party (including non-legal persons with legal capacity), as set out in the Offer.
- 6.2 By signing the Declaration of Acceptance, the Accepting Shareholder *represents and warrants* that on the date of signing the Declaration of Acceptance and the Closing Date:
- 6.2.1 it is a natural person who has legal and acting capacity, and whose capacity to act and contracting capacity are not restricted or excluded by any law, fact or decision of public authority, or it is an organisation that is legally established and existing according to the place of establishment, its acting representative has the necessary power to sign the Declaration of Acceptance and to perform the obligations contained therein, as well as the necessary authorisations to sign and perform the Declaration of Acceptance (if the Accepting Shareholder is not a natural person);
  - 6.2.2 the Declaration of Acceptance is a legal, valid and binding commitment signed by the Accepting Shareholder in person or officially or through a Proxy with a Proxy Authorisation;
  - 6.2.3 the Shares offered for purchase by the Accepting Shareholder constitute legal property without any encumbrances and transfer limitations and the Accepting Shareholder is entitled to sell and transfer them free of litigation, encumbrance, request, claim, pre-emption right and any third party rights;
  - 6.2.4 the signing of the Declaration of Acceptance and the execution of the obligations arising from the acceptance of the Offer do not violate the provisions of the law applicable to the Accepting Shareholder or the Designated Offeror, and that the acquisition of knowledge of the Offer did not infringe the rules of law applicable to them or the Designated Offeror;
  - 6.2.5 all data and information provided by the Accepting Shareholder in the Declaration of Acceptance are accurate, complete and true;
  - 6.2.6 the Offer was irrevocably accepted in respect of the number of Shares specified in the Declaration of Acceptance. The Accepting Shareholder acknowledges that if the number of Shares properly identified and actually transferred to the 0070/000018 account kept by the Implementing Operator at KELER Zrt differs from the number of Shares indicated in the Declaration of Acceptance, the acceptance of the Offer will be effective in respect of the lesser of the Shares included in the Declaration of Acceptance or actually transferred to the 0070/000018 account kept by the Implementing Operator at KELER Zrt;

6.2.7 the Shares are sold together with all rights in or after the Closing Date relating to the Shares, including without limitation the voting rights and the right to dividends payable on the Shares after the Closing Date; and

6.2.8 in case of the valid conclusion of the Share Sale and Purchase Agreement, after its entry into force and the payment of the price of the Shares, the Designated Offeror is entitled to enter their ownership of the Shares in the Offeree Company's register of shares without restrictions.

6.3. By signing the Declaration of Acceptance attached as Annex 1 to this Offer, the Accepting Shareholder irrevocably consents to the registration of the offered Shares in the securities account of the Implementing Operator and to the Implementing Operator's processing of the personal data contained in the Accepting Shareholder's Declaration of Acceptance and transferring it to the Designated Offeror.

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

7.1 The Share Sale and Purchase Agreement established between the Designated Offeror and the Accepting Shareholder, with the content specified in this Offer, will be effective on the Date of Entry into Force unless terminated in accordance with Section 8 of this Offer.

7.2 The Shareholder acknowledges that if only the Declaration of Acceptance or only the transferred Shares are available to the Designated Offeror or the Implementing Operator by 12:00 p.m. on the Closing Date of the Offer, acceptance of the Offer is not valid.

7.3 The Designated Offeror and the Implementing Operator shall notify the results of the Offer to the Supervisory Authority within 2 (two) calendar days after the Closing Date and publish them simultaneously with the announcement in accordance with the rules for the publication of the Offer.

## **8. CESSATION OF THE OFFER AND THE ESTABLISHED SHARE SALE AND PURCHASE AGREEMENT**

8.1 This Offer and the Declarations of Acceptance are repealed by the disclosure of a counter-offer approved by the Supervisory Authority pursuant to Section 75 (4) of the Capital Market Act.

8.2 With respect to the Accepting Shareholder, the established Share Sale and Purchase Agreement shall cease if the Accepting Shareholder exercises the right of withdrawal pursuant to Section 74 (8) of the Capital Market Act, referred to in Section 3.3.4 of this Offer and the written shareholder declaration to that effect is received by the Implementing Operator. The withdrawal terminates the Share Sale and Purchase Agreement.

8.3 If

- (i) according to Section 8.1 of this Offer, the Offer and the Declaration of Acceptance are repealed, or
- (ii) the Share Sale and Purchase Agreements already concluded in accordance with Section 8.2 of this Offer cease to exist,

then, depending on the case, the Designated Offeror ensures with the assistance of the Implementing Operator, that the Shares deposited with the Implementing Operator under this Offer are returned to the securities account indicated in the relevant Shareholder's Declaration of Acceptance within 5 (five) working days of the repealing and/or cessation date.

9. **PLACE OF PUBLICATION OF THE NOTICES RELATING TO THE OFFER**

The places of publication of notices relating to the Offer is the official website established and maintained by the MNB for this purpose (<https://kozzetetelek.mnb.hu/>), the website of the Implementing Operator (<https://www.mkb.hu/>), the website of the Offeree Company (<https://www.cigpannonia.hu/>) and the website of Budapest Stock Exchange (<https://www.bet.hu/>).

10. **PURCHASE OPTION AND THE RIGHT TO SELL**

10.1 The Designated Offeror declares that if, within three months after the successful completion of the takeover bid procedure, the Designated Offeror holds an influence of ninety percent or more in the Offeree Company, the Designated Offeror does not wish to exercise the right to purchase the Shares it does not own pursuant to Section 76/D (1) of the Capital Market Act.

10.2 Notwithstanding the above, pursuant to Section 76/D (6) of the Capital Market Act, if at the closing of the takeover bid procedure the influence of the Designated Offeror in the Offeree Company reaches ninety percent, at the written request of the shareholders of the remaining Shares, who have not made a Declaration of Acceptance during the Offer Period, within 90 (ninety) days after the disclosure of the acquisition of 90% (ninety per cent) of the influence specified in Section 55 (2) of the Capital Market Act, the Designated Offeror shall also purchase the Shares of these shareholders.

10.3 The consideration for the Shares, even if exercising the right to sell and purchase option, is the higher of the Offer Price and the value of the equity per Share of the Offeree Company. As equity, the value indicated in the last audited annual report of the Offeree Company shall be taken into account, as since the Offeree Company is obliged to prepare consolidated annual accounts in accordance with the accounting legislation, the equity means the consolidated equity.

11. **PLACE TO VIEW THE OFFEREE COMPANY'S PLAN OF OPERATION AND REPORT ON THE ACTIVITIES OF THE DESIGNATED OFFEROR**

The Offeree Company's plan of operation and the Designated Offeror's report on its business activities are available for inspection at the Place of Acceptance during the Offer Period during the hours of operation as set out in Annex 4 or in electronic format at the Places of Publication specified in Section 9 of this Offer.

12. **DESCRIPTION OF THE DESIGNATED OFFEROR'S RELATIONS WITH THE OFFEREE COMPANY**

The Designated Offeror is a shareholder of the Offeree Company and the Designated Offeror and the Offeree Company have a business relationship with each other as an insurer and an insurance mediator licensed company. The content and framework of the business relationship between the parties is in line with normal market practice. There are no other relationships between the Designated Offeror and the Offeree Company other than those described above.

13. **PROBABLE EMPLOYMENT CONSEQUENCES**

The Persons Acting in Concert do not envisage any significant changes in the management, composition and number of employees of the Offeree Company (excluding the possibility of any increase in the number of employees). The Designated Offeror intends to implement the Offeree Company's business plans with the primary contribution of the current management and employees.

14. **APPLICATION OF BREAKTHROUGH RULES**

The rules of the breakthrough contained in Sections 76/A-76/C of the Capital Market Act do not apply to this Offer, considering that the Articles of Association of the Offeree Company do not contain any relevant provisions.

15. **TAXATION ISSUES**

15.1 The following indicative summary is a general description of certain tax consequences for the Shareholder in connection with the acceptance of the Offer and is not to be construed as a comprehensive description of any tax rules that may be relevant to the acceptance of the Offer by the Shareholder.

15.2 The following summary has been prepared in accordance with the Hungarian tax law regulations effective on the date of this Offer. If the applicable legal regulations change (even with retroactive effect), certain tax consequences for the Shareholder may differ from the following. The tax consequences of accepting the Offer may also differ from the following in accordance with the provisions of any applicable conventions on the avoidance of double taxation and the individual circumstances of the Shareholder.

15.3 The following summary is not a substitute for expert advice. It is the decision and responsibility of the Shareholder accepting the Offer to seek personal financial, legal and tax advice.

15.4 *Tax issues if the Accepting Shareholder is a private individual with Hungarian tax residence*

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

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

15.4.2 The tax liabilities of a Hungarian tax resident individual Shareholder in connection with the Offer are expected to be determined in accordance with the rules of a controlled capital market transaction, however, if the Shares held by the Accepting Shareholder were acquired under different legal titles, different income tax rules may apply to the income generated from the sale of the Shares.

15.4.3 If *Annex 5* to this Offer - in the case of a resident natural person, a certificate issued by the investment service provider transferring the Shares on the Cost of Acquisition and the auxiliary expenses incurred in connection with the Shares, and the NYESZ or TBSZ status - has not been received at the Place of Acceptance by the Closing Date of the Offer, the Implementing Operator will consider the income from the payment of the Offer Price as income from a controlled capital market transaction.

15.4.4 If the Accepting Shareholder does not provide the tax ID, then the Declaration of Acceptance may be validly submitted at the Place of Acceptance, but the payment of the Offer Price shall be refused pursuant to Section 34 (2) of the Rules of Taxation Act until the Shareholder's tax ID is provided.

15.4.5 Income from a controlled capital market transaction:

If the profit from the sale of the Shares is taxable as income from a controlled capital market transaction, it shall be subject to personal income tax.

Profit or loss is determined as the difference between the revenue and the sum of the Cost and the auxiliary expenses. Profit on a controlled capital market transaction may be reduced, with certain limitations, by losses on other controlled market transactions.

No personal income tax is deducted from the Offer Price at the time of payment if it is taxable as income from a controlled capital market transaction.

15.4.6 Income from capital gains:

If the profit from the sale of the Shares is taxable as income from capital gains, it is subject to personal income tax.

Profit or loss is determined as the difference between the revenue and the sum of the Cost and the auxiliary expenses. Income from capital gains cannot be reduced by capital losses on other transactions.

The Designated Offeror shall deduct the personal income tax advance from the Offer Price. If the Designated Offeror may have failed to deduct the personal income tax advance, the Accepting Shareholder's final personal income tax liability shall be determined in the year-end tax return.

According to the Social Contribution Act, income from capital gains is subject to social contribution tax on the income taken into account in the calculation of the consolidated tax base (tax advance) under the Personal Income Tax Act. The obligation to pay social contribution tax shall continue until the amount of social contribution tax already paid by the Accepting Shareholder in the current year reaches the contribution ceiling under the Social Contribution Act. In the case of income from capital gains, the tax is payable by the natural person until the taxable income for the current year reaches twenty-four times the minimum wage (valid on the first day of the year), i.e., in 2021, HUF 167,400 x 24 = HUF 4,017,600 (the individual is liable to pay the percentage social contribution tax during the calendar year until they declare to the payer that they have paid the social contribution tax up to the upper limit).



The contribution shall be deducted by the Designated Offeror. If the Designated Offeror may have failed to deduct the social contribution tax, the Accepting Shareholder shall determine its final social contribution tax liability in its personal income tax return for the tax year.

Unless the Accepting Shareholder declares otherwise in the Declaration of Acceptance and provides the necessary data and documents, 15% personal income tax and 15.5% social contribution tax will be deducted from the Offer Price.

#### 15.4.7 Income from long-term investments

If the profit from the sale of Shares is taxable as long-term investment income, it will be subject to a different rate of personal income tax depending on the length of the fixing period.

No personal income tax is deducted from the Offer Price if it is taxable as income from a long-term investment. The tax liability must be fulfilled by the Accepting Shareholder in the personal income tax return filed for the tax year.

#### 15.4.8 Income credited to a pension savings account

If the income from the sale of the Shares is credited to a pension savings account that complies with the Personal Income Tax Act, the income so earned shall not be subject to personal income tax or social contribution contributions at the time of crediting.

If, however, the income credited to the pension savings account is transferred to another account (not including transfers to another NYESZ account) before the individual retires or earlier than 10 tax years after the tax year of the contract to open a NYESZ-R account, the portion of the amount transferred that is calculated under the Personal Income Tax Act may be taxable, depending on the rules in force at the time of the transfer. Under the rules in force, such an amount is considered as other income for tax purposes and is included in the consolidated tax base together with income from self-employment and income from non-self-employment.

A Shareholder may have only one pension savings account that complies with the requirements of the Personal Income Tax Act and must use the distinguishing sign "NYESZ-R" when designating it. The distinguishing sign "NYESZ-R" must appear on all documents related to the pension savings account, including the Declaration of Acceptance.

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

No tax (tax advance) or social contribution tax will be deducted from the Offer Price. Income from the sale of Shares may be subject to corporation tax and losses may be accounted for in accordance with the provisions of the Accounting Act and the Corporate Tax Act.

Under the provisions of the Corporate Tax Act, a capital gain on the sale of a declared shareholding is not subject to corporation tax if certain conditions are met, but in this case a loss cannot reduce the corporation tax base either.

Where the Accepting Shareholder is a credit institution, financial institution, insurance or investment firm, the sale of the Shares may also give rise to a local business tax and innovation contribution liability.

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

Persons who are not tax residents of Hungary may only be subject to personal income tax in Hungary on income earned in Hungary. For income from controlled capital market transactions, capital gains and income from long-term investments, the place of the gainful activity is the state of tax residence of the individual. Income from the sale of the Shares is not taxable in Hungary, provided that the sale of the Shares is not related to the business activity of the Accepting Shareholder through its Hungarian tax law site.

No tax (tax advance) is deducted from the Offer Price if the Accepting Shareholder has an account with the Implementing Operator that is subject to due diligence in accordance with Act XXXVII of 2013 (hereinafter: 'IACA') or is opening such an account and the due diligence process establishes their non-resident status, or if the Accepting Shareholder does not have such an account with the Implementing Operator, but their foreign residence is established in accordance with Annex 7 Section 6 of the Personal Income Tax Act, i.e. they prove their foreign tax residence by providing an English copy of the certificate or residence issued by the foreign tax authority or a Hungarian translation thereof. If the Accepting Shareholder does not declare their tax residence in the Declaration of Acceptance and does not prove their foreign tax residence, they must be considered Hungarian tax residents.

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

There is no tax liability in Hungary after the Offer Price, provided that the sale of the Shares is not related to the business activity of the Accepting Shareholder through its Hungarian tax law site.

16. **GOVERNING LAW AND COMPETENT COURT**

16.1 This Offer is made in accordance with the laws and regulations of Hungary, and is governed exclusively by the law of Hungary.

16.2 It is based on the Capital Market Act effective on the day the Offer is submitted to the Supervisory Authority and must also be used for its interpretation.



16.3 For the settlement of any disputes between the Designated Offeror and the Shareholder arising in connection with this Offer or the Share Sale and Purchase Agreement entered into by the acceptance of this Offer, in particular in relation to their breach, termination, validity or interpretation, the parties exclude the jurisdiction of the state courts and submit themselves to the Permanent Court of Arbitration attached to the Hungarian Chamber of Commerce and Industry. The Parties exclude the possibility of reopening the procedure regulated in Chapter IX of Act LX of 2017 on Arbitration. Substantive law applicable to the settlement of a dispute is the law of Hungary, excluding its rules of private international law.

16.4 By accepting the Offer, the Accepting Shareholders expressly accept this right and arbitration clause.

17. **LIABILITY OF THE DESIGNATED OFFEROR AND THE PERSONS ACTING IN CONCERT**

The Designated Offeror declares that the data and information contained in the Offer are true and correct and that it is not concealing any fact or information of significance for the evaluation of the Designated Offeror and the Offer. The Designated Offeror shall be liable for compensation for any damage caused by misleading content in the Offer or the concealing of information.

The liability of the Persons Acting in Concert in connection with this Offer shall be the same as that of the Designated Offeror.

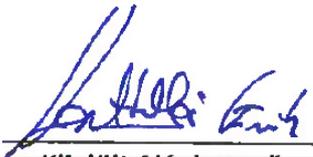
18. **OTHER SIGNIFICANT CIRCUMSTANCES AFFECTING THE OFFER**

By signing this Offer, the Designated Offeror declares that there are no other material circumstances or relevant information not identified in this Offer that may affect this Offer.

Budapest, 7 September 2021.

Hungarikum Biztosítási Alkusz Ltd.

MKB Bank Plc.



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**Designated Offeror**

Represented by:  
Erik Keszthelyi managing director

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**Implementing Operator**

Represented by:  
Turner Tibor managing director  
and  
Miklós Varga Head of Department

DECLARATION OF ACCEPTANCE

For the Shares of CIG Pannónia Életbiztosító Plc.  
(registered office: 1097 Budapest, Könyves Kálmán körút 11. Building 'B', company registration number  
01-10-045857; tax number: 14153730-4-44)  
for an Offer Price of HUF 327, i.e., three hundred and twenty-seven forints

For the acceptance of the public takeover bid of HUNGARIKUM Biztosítási Alkusz Ltd. (registered office:  
8086 Felesét, Fő utca 65, company reg. no.: 07- 09-028910, tax number: 13010133-4-07, represented by:  
Erik Keszthelyi, managing director).

The Shareholders are advised that acceptance of the Offer is valid only if the Shareholder transfers the  
number of Shares specified in the Declaration of Acceptance to the securities account of the  
Implementing Operator kept with KELER Zrt. under account number 0070/000018 within the period of  
acceptance of the Offer as defined in the Offer and complies in all respects with the other conditions of  
validity set out in this Offer.

1. Data of the Accepting Shareholder

Name:

Name at birth:

Citizenship:

Address / registered office:

Phone number:

Tax identification number /  
tax number:

Personal identity card /  
passport number and issuing  
authority / company  
registration number:

Mother's maiden name: Place  
and date of birth / country  
and date:

Please INDICATE the Hungarian bank account to which you wish to receive the Offer Price and provide the  
details of the account you have chosen.

1. ) Please transfer the Offer Price to my private bank account (except in the case of a NYESZ and TBSZ  
account):

Account number of the Shareholder: \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_

2. ) Please transfer the Offer Price to the client account held by my securities account manager  
(except in the case of a NYESZ and TBSZ account):

Name of securities account manager: \_\_\_\_\_

Address of securities account manager: \_\_\_\_\_

Account number of securities account manager: \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_

Client account of the Shareholder: \_\_\_\_\_

Securities account number of Shareholder: \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_

In the case of a NYESZ or TBSZ account, the Offer Price is transferred to the account specified by the investment service provider initiating the transfer and completing Annex 5.

## 2. Shares

Number of Shares for which I have accepted the Offer:

\_\_\_\_\_, i.e., written in letters: \_\_\_\_\_.

## 3. Tax residence of the Accepting Shareholder

\_\_\_\* Hungary

\_\_\_\* Other Please specify the country: \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_

\_\_\_\* I declare that an agreement on the avoidance of double taxation is in force between Hungary and the country specified above and that I am a resident of that country for the purposes of the application of the agreement. Under the terms of the agreement, capital gains realised in connection with the sale of the Shares are taxable only in my country of residence. I have attached the original of the certificate of tax residence to this Declaration of Acceptance.

## 4. Commitments of the Accepting Shareholder

I accept the Offer of the Designated Offeror for the Shares identified in this Declaration of Acceptance, and by signing this Declaration of Acceptance I accept responsibility for the accuracy of the statements and information provided in the Declaration of Acceptance and the annexes thereto, and for the authenticity of the documents attached.

I acknowledge that the Offer Price will be paid by bank transfer in Hungarian Forints.

I hereby declare that I am in full compliance with the requirements of the applicable legal framework for the receipt and acceptance of the Offer, including obtaining any necessary permits and approvals, publishing notices and paying any fees and other obligations.

I acknowledge that

- (i) the detailed terms and conditions for the validity of the acceptance are set out in the Offer, which I have read in full;
- (ii) the Declaration of Acceptance, completed in accordance with the Completion Guide and in accordance with the terms of the Offer, establishes a binding Share Sale and Purchase Agreement between me and the Designated Offeror; and
- (iii) the Declaration of Acceptance cannot be withdrawn.

I hereby irrevocably consent to the Implementing Operator registering the Shares offered by me in a securities account.

The Offer and its acceptance shall be governed by Hungarian law. I submit to the exclusive and final decision of the Permanent Court of Arbitration attached to the Hungarian Chamber of Commerce and Industry (Commercial Arbitration Court of Budapest) for the resolution of any dispute arising in connection with the Offer or the Share Sale and Purchase Agreement entered into by the Designated Offeror and me pursuant to this Declaration of Acceptance, in particular in connection with the breach, termination, validity or interpretation thereof, to the exclusion of the state courts, provided that the Court of Arbitration acts in accordance with its Rules of Procedure (as supplemented by the provisions of the Rules on Accelerated Procedure), the number of arbitrator(s) shall be three and the Hungarian language shall be used in the proceedings. The Parties exclude the possibility of reopening the procedure regulated in Chapter IX of Act LX of 2017 on Arbitration. Substantive law applicable to the settlement of a dispute is the law of Hungary, excluding its rules of private international law.

## 5. Signature

Date:

Signature:

Settlement: \_\_\_\_\_

Name(s) and position(s) of the signatory(s) in block letters:

Address of the signatory(s) in block letters:

\* acting in person (or as a representative of a legal person with signatory rights)

\* authorised proxy

**\*Please mark the case that applies to you with an X!**

1. Witness signature:

Name:

Address:

2. Witness signature:

Name:

Address:

## 6. Annexes

\* a proxy authorisation in the form of a private or public document fully acceptable as proof (signed before a notary public and bearing an apostille in the case of foreign documents), if the Shareholder is not acting in person, and a certified Hungarian translation thereof in the case of a proxy authorisation in a foreign language;

\* a certificate that the Shares have been transferred and credited to the account of the Implementing Operator kept with KELER Zrt under account number 0070/000018;

\* if the Shareholder does not qualify as a Hungarian tax resident under Hungarian tax law: an original copy of the certificate of residence and, if relevant under the double taxation treaty with the Shareholder's country of residence, a declaration (in an original copy) as to whether the Shareholder is a beneficial owner in respect of the payment and a certified translation thereof in Hungarian;

\* in the case of a resident natural person, a certificate issued by the investment service provider transferring the Shares in accordance with Annex 5, stating the value of the Shares acquired and the auxiliary expenses incurred in connection with the Shares, and the NYESZ and TBSZ status;

\* in the case of a non-natural person Shareholder accepting the Offer, the legal capacity of the represented organisation and the representative(s)' right of representation (certificate of incorporation not older than 30 (thirty) days) and specimen signatures of the representatives;

**\*Please mark with an X the annexes to be attached in your case)**

## COMPLETION GUIDE

If you accept the Offer, please indicate your acceptance by completing and signing the Declaration of Acceptance and returning the original copy to the Place of Acceptance. The Declaration of Acceptance is to be considered together with the Offer, and the terms and expressions used in the Declaration of Acceptance shall have the meanings given to them in the Offer.

If you have any questions regarding the completion of the Declaration of Acceptance or the Offer and its acceptance, please contact the Implementing Operator on +36-80-333-660 (toll-free from within Hungary) or +36-1-373-3333 (available from abroad) on banking days between 8:00 and 18:00 (*menu item 3*).

Completing, signing and submitting the Declaration of Acceptance to the Implementing Operator constitutes acceptance by you of all the terms and conditions of the Offer.

The Declaration of Acceptance must be submitted to the Implementing Operator by you in person or by a proxy authorised by you by means of a private or public document fully acceptable as proof or by any other means specified in the Offer.

If you accept the Offer, the Shares must be transferred to the securities account number 0070/000018 of the Implementing Operator with KELER Zrt within the period for acceptance of the Offer.

The Offer Price shall be paid in Hungarian Forints as specified in Section 3.3 of the Offer.

Within 2 (two) calendar days following the Closing Date, the Designated Offeror or the Implementing Operator shall notify the Supervisory Authority of the outcome of the Offer and shall simultaneously arrange for its publication in the same manner as the Offer.

### **1. Details of the Accepting Shareholder**

Please enter your identification data. Hungarian residents must provide a tax identification number or tax number, without this the acceptance of the Offer is invalid!

If the Domestic Individual Shareholder does not have a tax identification number, they must apply for one before accepting the Offer, as it is essential to provide a tax identification number in order to complete the Declaration of Acceptance.

Please provide the details of the bank account/client account to which you wish to receive the Offer Price.

### **2. Shares**

Please indicate the number of Shares for which you accepting the Offer.

### **3. Tax residence of the Accepting Shareholder**

*Only individuals are required to complete this Section.*

Please mark with an X the country where you are resident for tax purposes. If you have not indicated your tax residence, you are considered a resident of Hungary for personal income tax purposes!

If you are not a resident of Hungary for tax purposes, please indicate with an X whether there is a double taxation treaty between Hungary and the country you have indicated and whether you, for the purposes of the application of the treaty, are a resident of the country you have indicated for tax purposes. If your foreign capital gains are not taxable in Hungary as described above, you must prove your non-resident status by providing a certificate of residence issued by a foreign tax authority and an original certified Hungarian translation thereof, which must be attached to this Declaration of Acceptance. If relevant under the double taxation treaty applicable to you, please enclose a declaration (original copy) as to whether you are a beneficial owner of the income generated from the sale of the Shares, as well as a certified Hungarian translation thereof.

#### **4. Commitments**

Please read carefully, no completion required.

#### **5. Signature**

For your acceptance of the Offer to be valid, please be sure to sign the Declaration of Acceptance. If you are signing the document on behalf of a non-natural person, please provide your name and position and enclose a document certifying the legal capacity of the organisation represented, a copy of the representative(s)' right of representation [certificate of incorporation not older than 30 (thirty) days] and a copy of the specimen signature of the representatives.

Please mark with an X whether you are acting in person or by proxy. If you are acting as a proxy, please provide the identification data requested in the recommended Proxy Authorisation text in [Annex 3](#). The original proxy authorisation in the form of a public or private document fully acceptable as proof (signed before a notary public and certified by apostille in the case of a proxy authorisation issued abroad, accompanied by a certified translation in the case of a proxy authorisation in a foreign language) must be attached to the Declaration of Acceptance.

#### **6. Annexes**

Please mark with an X which annexes you intend to attach to the Declaration of Acceptance.

**Please double-check that all the boxes of the Declaration of Acceptance concerning you have been completed and that the annexes marked with an X have been attached in full.**

**The Declaration of Acceptance and the necessary annexes must be received by the Implementing Operator no later than 12:00 on the Closing Date of the period for acceptance of the Offer.**

**If, on the Closing Date, only the Shares or only the Declaration of Acceptance is/are available at the Implementing Operator, the acceptance of the Offer shall be invalid.**



**PROXY AUTHORISATION**

**- TEMPLATE-**

I, the undersigned,  
Name/company name:  
Residential  
address/registered  
office:  
mother's maiden  
name:  
tax ID number:

personal id card No./company registration

number or tax number:

hereby authorise

Name/company name: \_\_\_\_\_

residential address: mother's maiden name:

personal id card No./company registration number or tax number:

to act as my proxy in connection with the public takeover bid of **HUNGARIKUM Biztosítási Alkusz Ltd.** (registered office: 8086 Felcsút, Fő utca 65; company registration number: 07-09-028910; tax number: 13010133-4-07), as **Designated Offeror**, for the shares of CiG Pannónia Életbiztosító Plc., (registered office: 1097 Budapest, Könyves Kálmán körút 11, Building 'B'; company registration number: 01-10-045857; tax number: 14153730-4-44) (**'Offeree Company'**), with full powers of representation (in particular, to accept the public offer in my name and on my behalf), and to represent me fully before the Designated Offeror, the Offeree Company and MKB Bank Plc., as implementing operator.

Date: \_\_\_\_ 2021. \_\_\_\_\_ .

\_\_\_\_\_  
Principal

Name of Signatory (block letters): Position

I hereby accept the proxy authorisation:

\_\_\_\_\_  
Proxy

Name of Signatory (block letters):

Position:

WITNESS 1 signature:  
Name:  
Address:

WITNESS 1 signature:  
Name:  
Address:

*\*Text of the recommended proxy authorisation*

**LIST OF PLACES OF ACCEPTANCE**

The MKB Bank Plc. branches involved in the transaction:

1. 1056 Budapest, Váci utca 38. (Head Office branch)

Opening hours:

Monday	Tuesday- Thursday	Friday
8:00-17:00	8:00-16:00	8:00-15:00

2. 1051 Budapest, Hercegprímás utca 10 (Szent István square branch)

Opening hours:

Monday	Tuesday - Thursday	Friday
8:00-17:00	8:00-16:00	8:00-15:00

3. 1124 Budapest, Alkotás út 53 (MOM Park Branch)

Opening hours:

Monday	Tuesday- Thursday	Friday
9:00-17:00	9:00-17:00	9:00-17:00

4. 1037 Budapest, Vörösvári út 131.

Opening hours:

Monday	Tuesday- Thursday	Friday
8:00-17:00	8:00-16:00	8:00-15:00

Annex 5 (Declaration on the Registration and the Cost of Acquisition of Securities)

**DECLARATION**

Declaration on the registration and cost data of the securities transferred for the public takeover offer for all registered shares of CIG Pannónia Életbiztosító Plc.

(registered office: 1097 Budapest, Könyves Kálmán körút 11. Building 'B', company registration number 01-10-045857;

tax number:

14153730-4-44

)

I, the undersigned ....., as the custodian, declare that the registration and cost data of the ..... ordinary shares of CIG Pannónia Életbiztosító Plc. (ISIN code: HU0000180112) transferred today to the securities account number 0070/000018 of MKB Bank Plc. held with KELER are as follows:

Customer's name:	
Name at birth:	
Citizenship:	
Address:	
Phone number:	
Tax identification number / tax number:	
Personal identity card/passport number and issuing	
Mother's maiden name:	
Place/country and date of birth:	
Number of securities:	
Account type:	
Acquisition date:	
Acquisition price:	
Auxiliary expenses:	
Number of securities:	
Account type:	
Acquisition date:	
Acquisition price:	
Auxiliary expenses:	
Number of securities:	
Account type:	
Acquisition date:	
Acquisition price:	
Auxiliary expenses:	

Please return the consideration for the securities transferred from the NYESZ and TBSZ accounts to the appropriate type of cash account:

NYESZ-R:                    ----- - -----  
TBSZ 2016:                ----- - -----  
TBSZ 2017:                ----- - -----  
TBSZ 2018:                ----- - -----  
TBSZ 2019:                ----- - -----  
TBSZ 2020:                ----- - -----  
TBSZ 2021:                ----- - -----

Date: .....

Name of the service provider: .....

Official signature of the Service Provider .....

