

VOLUNTARY PUBLIC PROPOSAL TO PURCHASE PART OF THE SHARES ISSUED BY MONETA MONEY BANK, A.S. MADE BY TANEMO A.S.

Tanemo a.s., ID No.: 098 34 273, having its registered office at Evropská 2690/17, Dejvice, Postal Code 160 00, Prague 6, Czech Republic registered in the Commercial Register administered by the Municipal Court in Prague file number B 25995 (the “**Offeror**”) in accordance with Section 322 et seq. of the Act No. 90/2012 Sb., on Commercial Companies and Cooperatives (Business Corporation Act), as amended (the “**Business Corporation Act**” or the “**BCA**”), makes this voluntary public proposal to purchase the shares issued by MONETA Money Bank, a.s., ID No.: 256 72 720, having its registered office at Prague 4, Vyskočilova 1442/1b, Michle, Postal Code 140 00, Czech Republic, registered in the Commercial Register administered by the Municipal Court in Prague, file number B 5403 (the “**Company**”), the nominal value of which shall not exceed Maximum Bid Volume (as defined below) (the “**Bid**”). The Bid is made to all of the owners of shares of the Company under the conditions set out below.

The Offeror notes that as of the date of the Bid the PPF Group to which the Offeror belongs, it collectively owns 3,208,913 Shares (as defined below), which represent a 0.6279 % share in the registered share capital or voting rights in the Company (the “**Existing Share**”).

This Bid is a voluntary public proposal to purchase participating securities (shares) in accordance with Section 322 et seq. of Business Corporation Act.

1. SECURITIES TO WHICH THE BID EXTENDS

1.1. The Bid extends to all of the ordinary shares issued by the Company form: registered security, type: book-entry in the nominal value of CZK 20 per one share, ISIN: CZ0008040318, the issuing price of which was fully-paid (the “**Shares**”), up to the aggregate number of Shares issued by the Company, the nominal value of which shall not exceed, including the Existing Share, 20 % of the registered share capital or the voting rights in the Company (the “**Maximum Bid Volume**”).

The Offeror is entitled to increase the amount of the Maximum Bid Volume any time during the Acceptance Period (as defined below) in order to meet any increased interest in the acceptance of the Bid by the Company's shareholders, up to such total number of Shares whose aggregate nominal value reaches, including the Existing Share, 29 % of the share capital or voting rights in the Company. The Offeror is entitled to make such a change, and this change becomes effective, by a notice published in the same manner as the Bid was made, i.e., by publishing information about this change on the Company's website and by publishing it in the Commercial Gazette.

In the event of exceeding the Maximum Bid Volume, the shareholders who have accepted the Bid will be satisfied in proportion to the total number of Shares, in relation to which the Bid will be accepted.

1.2. This Bid consists of two parts, whereas:

a) in relation to that part of the Shares in respect of which a proper and valid Notice of Acceptance (as defined below) has been delivered, the aggregate nominal value of which, including the Existing Share, does not reach 10 % of the registered share

capital or the voting rights in the Company (the “**Limit for the Unconditioned Part of the Bid**”), the settlement of the transfer of ownership and payment of the Bid Price (as defined below) shall not be made subject to the satisfaction of the Condition (as defined below) (the “**Unconditioned Part**”), and

- b) in relation to that part of the Shares in respect of which a proper and valid Notice of Acceptance has been delivered, the aggregate nominal value of which, including the Existing Share, reaches 10 % of the registered share capital or the voting rights in the Company and does not exceed the Maximum Bid Volume, the settlement of the transfer of ownership and payment of the Bid Price shall be made subject to the satisfaction of the Condition (the “**Conditioned Part**”).

In the event of exceeding the Limit for the Unconditioned Part of the Bid, the shareholders who have accepted the Bid shall be satisfied in the regime of the Unconditioned Part of the Bid in proportion to the total number of Shares in relation to which the Bid will be accepted. In the remaining extent, the shareholders who have accepted the Bid shall be satisfied and the transfer of these remaining Shares shall be settled in the regime for the Conditioned Part of the Bid.

- 1.3. The Company is a bank domiciled in the Czech Republic and as such is a subject to the regulation of Act No. 21/1992 Coll., on Banks, as amended (the “**AOB**”). As a result, the conditions for acquiring a qualifying holding in the Company pursuant to Section 20 of the AOB may apply to this Bid. Given that the PPF Group as of the day of the Bid owns the Existing Shares, the Bid is, in the part of the Bid which reaches 10 % (or 20%, as the case may be) of the registered share capital or the voting rights in the Company, is made subject to obtaining the consent of the Czech National Bank (the “**CNB**”) granted to the Offeror or to the persons controlling pursuant to Section 20 (3) AOB to acquire a qualifying holding in the Company (the “**CNB Consent**” or “**Condition**”). The legal force of the decision on the above-mentioned consent of the CNB to acquire a qualifying holding in the Company is the moment of satisfaction of the Condition. The Offeror undertakes to procure that within twenty (20) Business Days from the moment the Offeror notifies the Interested Shareholders (as defined below) that the CNB consent will be required, the relevant request for the CNB’s Consent shall be prepared and submitted.
- 1.4. No lien, encumbrance, right of first refusal or any other factual or legal burden or restriction of any nature may encumber the Shares being transferred to the Offeror by persons accepting the Bid. The Shares must be transferred together with all of the rights which are or should be related to them in accordance with the relevant legal regulations and/or the Articles of Association of the Company.
- 1.5. The Shares are registered in the central register of registered securities administered by Centrální depozitář cenných papírů, a.s., having its registered office at Prague 1, Rybná 14, Postal Code 110 00, Czech Republic, ID No.: 250 81 489 (the “**Central Register**” and the “**Central Depository**”).

2. **BID PRICE**

- 2.1. The Offeror offers that, under the conditions stipulated in this Bid, it will purchase the

Shares for the price of CZK 80 per one Share (the “**Bid Price**”).

3. ACCEPTANCE PERIOD, RECEIVING AND SETTLEMENT AGENT

- 3.1. This Bid is open for acceptance within the period from 8th February 2021 until 26th February 2021 (the “**Acceptance Period**”).

The Offeror is entitled to extend the Acceptance Period up until prior to the expiry of the above-mentioned Acceptance Period, until 5th March 2021. The Offeror is entitled to make such a change, and this change becomes effective, by a notice published in the same manner as the Bid was made, i.e., by publishing information about this change on the Company's website and by publishing it in the Commercial Gazette.

- 3.2. The Offeror has instructed PPF banka a.s., a licenced investment firm, ID No.: 471 16 129, having its registered office at Prague 6, Evropská 2690/17, Postal Code 160 41, Czech Republic, registered in the Commercial Register administered by the Municipal Court in Prague, file number B 1834 (the “**Agent**”), to act on behalf of the Offeror in the process of accepting the Bid and to act as a participant in the Central Depository in respect of the settlement of the transfers of the Shares and payment of the corresponding consideration.
- 3.3. The Agent shall not be bound by any obligations arising out of or relating to the Agreements (as defined below). For the avoidance of doubt, it is expressly stated that the Agent does not assume or guarantee any obligation or liability of the Offeror under or in connection with the Bid.
- 3.4. The Agent is entitled (but not obligated) to give advice on the mechanics on the process of acceptance of the Bid.

4. ACCEPTANCE OF THE BID AND CONCLUSION OF THE AGREEMENT

- 4.1. A holder of Shares registered in the Central Register that is willing to accept the Bid relating to its Shares (the “**Interested Shareholder**”), shall declare its acceptance of the Bid by the due execution of a written notice containing all of the essential elements listed in Sections 4.4, 4.5 a 4.6 below, such notice must be made on the form, which is available to the Interested Shareholders either at the Agent’s branch at the address of PPF banka a.s., Evropská 2690/17, Prague 6, Postal Code 160 41, Czech Republic, or by electronic download on the Offeror’s website: <https://www.ppf.eu/en/tanemo> (the “**Notice of Acceptance**”), and by delivery of the Notice of Acceptance to the Agent in the way and under the terms stipulated in Section 4.7 below.
- 4.2. Without undue delay after the Acceptance Period, and no later than six (6) Business Days after the Acceptance Period, the Agent shall notify persons who have duly and timely delivered a Notice of Acceptance to the Agent pursuant to this Bid and which meets all the conditions set forth in this Bid that the Agreement was concluded in the manner specified in the Section 9 below.
- 4.3. To complete the Notice of Acceptance, the Interested Shareholders are recommended to use the editable form on the Offeror's website: <https://www.ppf.eu/en/tanemo>, which may then be printed out after its completion.

4.4. The Notice of Acceptance must contain at least the following:

- a) clear expression of the Interested Shareholder's will that it unconditionally and without reservation accepts the Bid;
- b) identification data of the Interested Shareholder, i.e.:
 - (i) in the case of individuals: name and surname, birth certificate number or, for persons who are not Czech citizens, passport number and date of birth, substitute identification number (SIN) (if assigned by the Central Depository), address, telephone and/or e-mail address;
 - (ii) in the case of legal entities: business name, identification number (ID No.), substitute identification number (SIN) (if assigned by the Central Depository), registered office, names of persons authorized to act on behalf of the Interested Shareholders who signed the Notice of Acceptance, telephone and/or e-mail address);
- c) name and code of the Participant (as defined below in Section 5.2);
- d) number and identification (ISIN) of the Shares held by the Interested Shareholder in respect of which the acceptance of the Bid relates.

4.5. The Notice of Acceptance must be accompanied by the following attachments:

- a) in the event that the Bid is accepted and the Notice of Acceptance is made by a proxy, an original or certified copy of the power of attorney with an officially authenticated signature of the principal (pursuant to the rules set out in Section 4.6 below);
- b) in the event that the Interested Shareholder and/or its proxy pursuant to the provision of (a) above is a legal entity: an original or a certified copy of the current extract from the Commercial Register of the Interested Shareholder and/or its proxy according to point (a) above or documents of a similar nature (which are relevant under applicable law) confirming that the person who signed the Notice of Acceptance, and/or a power of attorney according to point (a) above, is entitled to act on behalf of and bind the Interested Shareholder and/or proxy referred to in point (a) above. In the case of Czech legal entities, the extract from the Commercial Register may not be older than three (3) months at the time of delivery to the Agent. In the case of foreign legal entities, the extract or deed of a similar nature at the time of delivery to the Agent may not be older than one (1) year. The date of obtaining the extract from the Commercial Register or similar instruments must precede the date of the signing of the Notice of Acceptance. The extract from the Commercial Register and other documents must, in the case of foreign (other than Czech) legal entities, bear an apostille or super-legalization clause (unless a relevant international agreement entered into by the Czech Republic provides otherwise) in such a way that they are of the nature of public documents in the Czech Republic.

4.6. The Notice of Acceptance and all other required documents must be delivered to the Agent in the original form or as authenticated copies. The signatures of the Interested Shareholders or persons acting on their behalf on the Notice of Acceptance must be

officially authenticated and, if the Interested Shareholder did not have his / her signature verified by a person or body authorized under Czech law to officially verify the authenticity of the signature in the Czech Republic, verification must bear an apostille or be super-legalized (unless the relevant international agreement with the Czech Republic provides otherwise) in such a way that it has the nature of an official signature verification in the Czech Republic. All of the documents that the Interested Shareholder is obliged to deliver to the Agent, must either be in Czech, Slovak or English language or an authenticated translation thereof into Czech language must be provided.

- 4.7. In the event of acceptance of the Bid, the Notice of Acceptance, including all required attachments, must be delivered to the address: PPF banka a.s., Evropská 2690/17, P.O. Box 177, Prague 6, Postal Code 160 41, Czech Republic, by registered mail with the envelope label “MMB” in such a way that the Notice of Acceptance reaches the Agent no later than the last day of the Acceptance Period, or before 16:00 local time.
- 4.8. Unless otherwise provided in this Bid (especially in Section 4.11, or in the event of proportional satisfaction if the Maximum Bid Volume is exceeded), the share transfer agreement between the Offeror and the Interested Shareholder will be entered into upon delivery of a duly prepared Notice of Acceptance together with all required attachments to the Agent during the Acceptance Period (the “**Agreement**”). In the event that the proportional satisfaction is applied as a result of exceeding the Maximum Bid Volume, the Agreement will be concluded only at the time of delivery of the Proportional Satisfaction Notice (as defined below) to the Interested Shareholder, in which case the Agreement will be concluded on the number of Shares specified in the relevant Proportional Satisfaction Notice.
- 4.9. Delivery to the Agent of an incomplete and/or incorrect Notice of Acceptance and/or Notice of Acceptance with any of the required documents missing and/or a Notice of Acceptance, in which the acceptance of the Bid is subject to a condition and/or delivery of the Notice of Acceptance or its annexes, which were not made on the forms set out in this Bid (as relevant), might at the sole discretion of the Agent be considered invalid and not a true and effective acceptance of the Bid. The Agent will in such cases endeavour to notify the Interested Shareholder in accordance with Section 9.5 below not later than six (6) Business Days after the expiration of the Acceptance Period to the address or e-mail address provided in the relevant Notice of Acceptance (if any).

For the avoidance of doubt, it is expressly stated that the requirements for the conclusion of an Agreement set out in Section 4.8 above are deemed to be satisfied and the Agreement is deemed to be duly concluded when the Interested Shareholder is informed about the conclusion of the Agreement in accordance with Section 9.2 hereof. A Notice of Acceptance that contains an amendment or deviation from the terms and conditions of the transfer of Shares as determined by the Bid, shall not constitute an acceptance of the Bid.

- 4.10. The Agent is also entitled (not obliged) to approach Interested Shareholders with a request that the Notice of Acceptance and/or the documents required to be attached thereto be rectified and/or re-submitted by the Interested Shareholder (when relevant).

- 4.11. The Notice of Acceptance, which is delivered to the Agent only after the end of Acceptance Period, is not eligible to lead to the creation of the Agreement and neither the Agent nor the Offeror has to take it into account. However, if such a Notice of Acceptance, which is delivered to the Agent after the end of the Acceptance Period, meets other requirements for the proper establishment of the Agreement, such a Notice of Acceptance will be considered an offer to enter into the Agreement by the Interested Shareholder, which the Offeror, or the Agent acting on the basis of the Offeror's instruction may accept within a period of six (6) Business Days after the end of the Acceptance Period.
- 4.12. The Interested Shareholder shall bear all of its own expenses incurred in connection with the acceptance of the Bid and the transfer of Shares and shall not be entitled to require their reimbursement from the Offeror.
- 4.13. For the avoidance of any doubt, it is expressly stipulated that this bid document shall form an integral part of each Agreement.

5. TRANSFER OF THE SHARES AND SETTLEMENT

- 5.1. The transfers of the Shares will be carried out through the Central Depository according and pursuant to the valid version of the Operating Manual of the Central Depository and pursuant to the other rules and regulations of the Central Depository (the "**Rules**"). An Interested Shareholder that is not a participant in the Central Depository and, at the same time, has not concluded a required agreement with a participant in the Central Depository, must conclude such agreement in order to accept this Bid.
- 5.2. The transfers of the Shares under the Agreements shall be settled in the Central Depository per a settlement cycle upon the matching and settlement of an order for such transfer (the "**Order**"), entered into the Central Depository by the relevant investment firm or other participant in the Central Depository of the relevant Interested Shareholder (the "**Participant**"), with the corresponding purchase order in respect of the Shares to be transferred to the Central Depository by the Agent. Interested Shareholders who are direct participants in the Central Depository may submit the Order themselves. In such case, the provisions set down herein for Participants shall accordingly apply to such Interested Shareholders.
- 5.3. If the Limit for the Unconditioned Part of the Bid is exceeded, then the settlement of the transfer of Shares may be divided into two parts, where the first part of the Shares falling into the Unconditioned Part will be settled on the Settlement Day according to letter (a) of this Section 5.3 below and the second part of the Shares falling into the Conditioned Part will be settled on the Settlement Day according to letter (b) of this Section 5.3 below only if the Condition is satisfied. The Offeror or the Agent shall inform the Interested Shareholders about the exceeding of the Limit for the Unconditioned Part of the Bid, as well as about the exact number of Shares falling into the Conditioned and Unconditioned Part pursuant to Section 9.4 below. The Order will be paired in the settlement system of the Central Depository with the Agent's order to purchase the Shares (acting according to the Offeror's instruction) after the proper conclusion of the Agreement and the transfer will be settled (a) in the case of Shares falling into the Unconditioned Part on the 24th March

2021, and (b) in the case of Shares falling under the Conditioned Part on the day specified by the Offeror in the notice of satisfaction of the Condition which the Offeror will publish on its website <https://www.ppf.eu/en/tanemo> after the CNB's consent has been granted, but no later than the tenth (10.) Business Day after the Offeror announces the satisfaction of the Condition (each such day as the “**Settlement Day**”).

Interested Shareholder ensures that the Order:

- (i) contains all data that are intended for the proper and timely settlement of orders in the Central Depository (including, but not limited to: (1) ISIN: CZ0008040318; (2) code of the Agent in the Central Depository: 871; (3) relevant Settlement Day; (4) the exact number of Shares to which the relevant part of the acceptance of the Bid (either the Unconditioned Part of the Bid or the Conditioned Part of the Bid) applies; and (5) the identification of the Interested Shareholder (i.e. in the case of natural persons: name and surname, birth number or, for persons who are not Czech or Slovak citizens, passport number together with date of birth; in the case of legal entities: business name and identification number (IČO) or its equivalent under foreign law, if it is not a Czech legal entity; and if it has been assigned by the Central Depository, then always a replacement identification number (NID) for natural and legal persons));
 - (ii) is executed in full compliance with this Bid;
 - (iii) is executed in full compliance with the Agreement;
 - (iv) is entered into the settlement system of the Central Depository in such a way to match the already entered corresponding order of the Agent (i.e. the Agent enters the order first and the Participant entering the Order on behalf of the Interested Shareholder second);
 - (v) is entered into the settlement system of the Central Depository as an order to transfer dematerialized securities against payment; and
 - (vi) is not cancelled, until being matched with the order of the Agent or settlement of the transaction formed by these matched orders.
- 5.4. Interested Shareholders are advised to verify that the relevant Shares, (or the relevant part thereof), that are subject of their Agreement are ready on the relevant account for transfer to the Offeror on one (1) Business Day immediately preceding the Settlement Day. The Offeror shall proceed in a similar manner so that the funds required to pay for the transfer of the relevant Shares to the extent of the relevant part (Conditioned Part or Unconditioned Part) of all concluded Agreements are prepared one (1) Business Day immediately preceding the relevant Settlement Day. The corresponding monetary consideration for the transfer of Shares will be paid against the delivery of Shares in accordance with the Rules.
- 5.5. The Agent is entitled to submit the order for the transfer of Shares to the Central Depository immediately after the conclusion of the relevant Agreement pursuant to Section 4.8, or the satisfaction of the Condition, as the case may be. The Agent shall, in the order referred to in the previous sentence, include all of the necessary data for the due and timely settlement of the orders in the Central Depository (including but not limited to (a) ISIN: CZ0008040318; (b) code of the Participant, which was indicated in the Notice of

Acceptance by the Interested Shareholder; (c) the Settlement Date; a (d) identification of the Interested Shareholder (i.e. when it is an individual: name and surname, when it is a legal entity: trade name).

- 5.6. If the Interested Shareholder breaches any of the obligations stipulated in Section 5.3 above, the Offeror shall have the right (but is not obliged) to instruct the Agent not to submit the respective order to buy the Shares from the Interested Shareholder or, alternatively, the Agent shall be entitled to refuse to submit such order. The Interested Shareholder shall be liable for damages incurred by the Offeror as a result of the breach of any obligation stipulated in Section 5.3, or any incompleteness or incorrectness of an Order or an Order not being fully compliant with the Notice of Acceptance.
- 5.7. The settlement details for the Offeror in the Central Depository are as follows: Participant: PPF banka a.s; Code of the Participant in the Central Depository: 871.

6. REPRESENTATION AND WARRANTIES OF THE INTERESTED SHAREHOLDER

- 6.1. By signing the Notice of Acceptance, the Interested Shareholder represents and warrants to the Offeror and the Agent, as of the day of the signing of the Notice of Acceptance, as well as on the day on which the Shares are or shall be transferred to the Offeror as provided herein, that: (i) all of the information in the Notice of Acceptance and in the documents required to be delivered to the Agent with such Notice of Acceptance is complete, correct and not misleading in any respect; (ii) the Interested Shareholder legally exists in accordance with the applicable law, has full power and has been duly authorized to accept the Bid, execute the Notice of Acceptance and transfer the Shares in relation to which it accepts the Bid; (iii) the obligations arising for the Interested Shareholder from the Agreement constitute the legal, valid and effective obligations of the Interested Shareholder, are binding on it and enforceable against it; (iv) the Interested Shareholder is a holder of all of the Shares in relation to which it accepts the Bid and, as such, it is shown in the relevant register of registered securities; (v) the Shares in relation to which it accepts the Bid are fully paid and free from any liens, equitable interests, charges, encumbrances, rights of pre-emption or any other third party rights of any nature whatsoever and are transferred together with all of the rights that are or shall be attached to them according to applicable law and/or the Articles of Association of the Company; and (vi) the Order is or will be fully compliant with the Agreement; (vii) is fully aware of and agrees with the fact that the Bid consists of an Unconditioned and a Conditioned Part, whereas the settlement of these parts may take place on different dates, and that the settlement of the Conditioned Part depends on the satisfaction of the Condition, whereas if the Condition is not satisfied by the time specified in this Bid, the Offeror shall have the right to withdraw from the Conditioned Part of the Bid or the Agreement; (viii) is fully aware and agrees with the rules for determining which Shares fall into the Unconditioned Part and which into the Conditioned Part of the Bid; (ix) is fully aware of and agrees that under the conditions set out in this Bid, even only proportional satisfaction could be carried out. The Interested Shareholder undertakes to ensure that the statements and warranties above are true, complete and not misleading on each and every day they are made by the Interested

Shareholder.

- 6.2. The Interested Shareholder, who has so represented, warranted and agreed as provided in Section 6.1 above, shall indemnify and keep the Offeror and the Agent indemnified from and against all losses whatsoever and howsoever arising out of or in connection with any breach of any of such Interested Shareholder's representations, warranties and/or obligations stated in Section 6.1 above.

7. CANCELLATION OF ACCEPTANCE OF THE BID, WITHDRAWAL FROM AGREEMENTS BY INTERESTED SHAREHOLDER

- 7.1. Any person who accepted the Bid is entitled to cancel its acceptance, by delivering a cancellation to the Agent no later than simultaneously with the delivery of the Notice of Acceptance in accordance with Section 4.7. above.
- 7.2. Any person who concludes the Agreement by acceptance of this Bid is entitled to withdraw from such Agreement until the end of the Acceptance Period, provided that it will deliver a notice of withdrawal to the Agent, before the end of the Acceptance Period and in accordance with Section 4.7. above, per the form available either at the Agent's branch at the address: PPF banka a.s., Evropská 2690/17, Prague 6, Postal Code 160 41, Czech Republic, or on the Offeror's website: <https://www.ppf.eu/en/tanemo>. The notice of withdrawal must be signed by duly authorized persons with the signatures officially authenticated. Any withdrawal made in conflict with this paragraph shall not be taken into account and affect the validity and effectiveness of the relevant Agreement.
- 7.3. In the event that the Agreement has been concluded upon the delivery of the Proportional Satisfaction Notice (as defined below), any Interested Shareholder with such Agreement may withdraw from the Agreement within fifteen (15) Business Days from the date of delivery of the Proportional Satisfaction Notice, per delivering a notice of withdrawal on a form available either from the Agent's branch at: PPF banka a.s., Evropská 2690/17, Prague 6, Postal Code 160 41, Czech Republic, or on the Offeror's website: <https://www.ppf.eu/en/tanemo>. The notice of withdrawal must be signed by duly authorized persons with the signatures officially authenticated. Any withdrawal made in conflict with this paragraph shall not be taken into account and affect the validity and effectiveness of the relevant Agreement.
- 7.4. Unless the authorization of the persons who have signed the notice of withdrawal, to act for or on behalf of and bind the person who concluded the Agreement with the Offeror is evidenced (where applicable), in the documents, which have been delivered to the Agent together with the Notice of Acceptance as required herein, the notice of withdrawal shall be accompanied by documents evidencing such authorization of the signatories thereof. Sections 4.5 and 4.6 hereof shall apply accordingly.
- 7.5. In the case of a valid withdrawal from the Agreement, the cancellation of settlement of the transfer of the relevant Shares shall be subject to the Rules. In the event that the settlement of the relevant Shares has already been completed prior to the valid withdrawal from the Agreement or if the cancellation of such settlement is not possible, the Offeror (and/or the Agent on the Offeror's behalf) and the other party to such Agreement that has been

withdrawn from, shall cooperate to effect the reverse settlement without undue delay; in such case, each of the Offeror and the other party to such Agreement which was withdrawn from shall bear their very own expenses arising as a result of any such actions.

8. WITHDRAWAL FROM AGREEMENTS BY THE OFFEROR

8.1. The Offeror is entitled to withdraw from each Agreement in the following events:

- a) if the Agreement comes into effect notwithstanding the incompleteness, incorrectness, conditionality of the Notice of Acceptance and/or absence of any document(s) that are required to be attached to the Notice of Acceptance in accordance herewith;
- b) the Interested Shareholder breaches any of the obligations stipulated in Section 5.3 hereinabove and/or due to a reason on the side of the Interested Shareholder or his Participant, on the Settlement Date, the transfer of the Shares by the relevant Interested Shareholder shall not take place;
- c) any of the Interested Shareholder's representations and warranties stipulated in Section 6 hereinabove turns out to be untrue, incomplete or misleading; or
- d) if the court or another public authority issues any ruling, takes any measure or takes other action that makes it difficult or impossible to implement this Bid or to settle the Agreements arising from this Bid.

8.2. In the event that the Condition under Section 1.3 above shall not be satisfied by 31st August 2021, the Offeror is entitled to partially withdraw from the Agreements, in relation to and to the extent of the Conditioned Part of the Bid. Such partial withdrawal from the Agreements shall not affect the concluded Agreements to the extent of the Unconditioned Part of the Bid.

8.3. Withdrawal from the Agreements by the Offeror shall be made by delivering a written notice thereof to the Interested Shareholder through a postal service provider at the address contained in the relevant Notice of Acceptance. The rules set out in the Section 7.5 above shall apply mutatis mutandis.

9. NOTICE OF CONCLUSION OF THE AGREEMENT; PROPORTIONAL SATISFACTION NOTICE AND OTHER NOTIFICATIONS; NOTIFICATION RULES

9.1. After the lapse of the Acceptance Period, the Offeror, in cooperation with the Agent, will verify that the aggregate nominal value of the Shares, in relation to which a due and valid Notice of Acceptance has been delivered, does not exceed the Maximum Bid Volume or the Limit for the Unconditioned Part of the Bid.

9.2. If the Offeror finds out that the Maximum Bid Volume has not been exceeded, it shall ensure that the Agent notifies all Interested Shareholders who have duly and validly delivered the Notice of Acceptance that the Agreement has been concluded by six (6) Business Days after the end of the Acceptance Period.

9.3. If the Offeror finds out that the Maximum Bid Volume has been exceeded, the Agent will inform all Interested Shareholders who have delivered a due and valid Notice of

Acceptance of this fact by six (6) Business Days after the end of the Acceptance Period at the latest and will inform them that they will be satisfied proportionally with respect to the total number of Shares in respect of which a proper and valid Notice of Acceptance (the “**Proportional Satisfaction Notice**”) has been delivered. The Proportional Satisfaction Notice will also include information on the final number of Shares of the given Interested Shareholder (i.e., after the application of proportional reduction), in relation to which the Agreement is concluded. Taking into account the fact that individual Shares cannot be divided, the Agent is in its sole discretion entitled, when determining the proportional satisfaction, to perform rounding to whole Shares. The information of the Agent on the exact final number of Shares for a given Interested Shareholder in relation to which an Agreement is being concluded will always be decisive and conclusive.

- 9.4. If the Offeror finds out that the Limit for the Unconditioned Part of the Bid has been exceeded, Agent will inform all Interested Shareholders who have delivered a due and valid Notice of Acceptance of this fact by six (6) Business Days after the end of the Acceptance Period at the latest and will inform them the exact number of Shares whose transfer will be settled in the Unconditioned Part of the Bid regime and the exact number of Shares in relation to which the Condition applies, and therefore their transfer will be settled in the Conditioned Part of the Bid regime, (always taking into account any reduction in within the framework of relative satisfaction in the event of exceeding the Maximum Bid Volume). This above-mentioned notification may be made together with, the Proportional Satisfaction Notice, or notification of the conclusion of the Agreement. For sake of completeness, it is stated that Section 9.3 regarding the right of the Agent to conduct rounding to whole Shares in its sole discretion shall apply here similarly.
- 9.5. Notice of the conclusion of the Agreement or the Agent's decision on the invalidity and ineffectiveness of the acceptance of the Bid or the Agent's decision to reject the Notice of Acceptance shall be notified to the relevant Interested Shareholder or its representative by the Agent without undue delay and no later than six (6) Business Days after the end of the Acceptance Period.
- 9.6. All notifications made by the Offeror or the Agent to Interested Shareholders (in particular, but not exclusively, notices of conclusion of the Agreement, decisions of the Agent on invalidity and ineffectiveness of acceptance of the Bid, decisions of the Agent to reject Notice of Acceptance, Proportional Satisfaction Notice, notice of exceeding of the Limit for the Unconditioned Part of the Bid, notice of satisfaction of the Condition) will be made by email to the email address specified in the Notice of Acceptance (if specified), or through a postal service provider at the address specified in the Notice of Acceptance. Neither the Offeror nor the Agent shall be liable for the factual or technical impossibility of delivering the notice or decision under the preceding sentence in the event of inaccuracy, incompleteness or inaccuracy of the relevant communication data specified in the relevant Notice of Acceptance, or electronic communications services. The time periods for sending notifications by the Agent or the Offeror will be maintained if the relevant notification is sent on the last day of the given time period. Neither the Agent nor the Offeror may respond to any Notice of Acceptance received after the end of the Acceptance Period and are not

obliged to notify or otherwise inform the Interested Shareholder that its acceptance of the Bid has no effect. This is without prejudice to the procedure under 4.11 above.

10. PURPOSE AND BUSINESS OBJECTIVES RELATED TO THE COMPANY

10.1. The PPF Group through the Offeror is interested in agreeing with the Company a mutual combination of business activities of the Company and certain financial service providers in the PPF Group in the Czech and Slovak Republics in the form of their acquisition by the Company and subsequent integration into the Company's structures as the Offeror, or the PPF Group, as the case may be, has already notified to the Company and the Company has published this proposal on its website: <https://investors.moneta.cz> (the “Intent”). As part of this Bid, the Offeror decided to address the Company's shareholders with a proposal to purchase their shares in the Company so that the PPF Group, through the Offeror, may acquire a significant stake in the Company and thus be able to support in the subsequent decision making processes the implementation of the Intent from the position of a shareholder of the Company and at the same time provide the current shareholders of the Company, with an opportunity to sell their Shares if they do not agree with the potential implementation of the Intent. This Bid is made regardless of whether or not the offer for the implementation of the Intent will be approved and accepted by the Company and its bodies or not.

11. OPINION OF THE BOARD OF DIRECTORS OF THE COMPANY

11.1. The Offeror has received the opinion of the board of directors of the Company which is in full extent accessible on the Offeror's website: <https://www.ppf.eu/en/tanemo>.

12. RESTRICTIONS AND TAX ISSUES

12.1. The Bid is not being made and the Shares will not be accepted for purchase from within any jurisdiction in which the making or acceptance thereof would not be in compliance with the securities or other laws or regulations of such jurisdiction or would require any registration, approval or filing with any regulatory authority not expressly contemplated by the terms of this Bid. Persons obtaining this document are required to take due note of and observe all such restrictions and obtain any necessary authorisations, approvals or consents. Neither the Offeror nor its advisers accept any liability for any violation by any person of any such restriction.

12.2. The Interested Shareholders are advised to seek advice from tax advisors in respect of the tax implications of any acceptance of the Bid and the transfer of the Shares to the Offeror.

13. APPLICABLE LAW AND OTHER PROVISIONS

13.1. This Bid, the internal relations of the Company as well as the Agreements concluded on the basis of this Bid shall be governed by the law of the Czech Republic.

13.2. Neither the Offeror nor the Agent shall be liable for any loss whatsoever and howsoever arising out of or in connection with any breach of any obligation or duty of theirs arising from this Bid or any other related Agreements unless such a loss arose as a consequence of intentional or gross-negligence conduct.

- 13.3. The courts of the Czech Republic shall have exclusive jurisdiction in any disputes arising from or in connection with the Bid..
- 13.4. For the purposes of the Bid, Business Day means any day except for Saturday and Sunday when banks in Prague (Czech Republic) are open to the public.
- 13.5. This Bid is drawn up in Czech and English, whereas the Czech version shall prevail in the event of any discrepancy between language version.
- 13.6. The personal data of the Interested Shareholders stated in the Notice of Acceptance or in any other documents shall be processed by the Agent, the Offeror or, as the case may be, the Company only to the extent and for the purposes set out in this Bid and in accordance with applicable laws.

Tanemo a.s.