



A 4iG Nyrt. rendkívüli tájékoztatása

a Space-Communications Ltd. részvények
51%-ának megszerzésére irányuló új többlépcsős szerződés aláírásáról

A 4iG Nyrt. („4iG”) ezúton tájékoztatja a tőkepiaci szereplőket, hogy az izraeli Kommunikációs Minisztérium („MOC”) előzetes jóváhagyásának megfelelően, a korábbi megállapodások helyébe lépő¹, új megállapodást kötött az AMOS műholdrendszereket üzemeltető és fejlesztő Space Communications Ltd. („Spacecom”) részvénycsomagjának megvásárlására vonatkozó feltételekről. Ennek értelmében a 4iG a Spacecom többségi, 51%-os részvénycsomagjának megszerzésére irányuló több lépésből álló tranzakció első lépésként nyilvános, valamint zártkörű részvénykibocsátások keretében a Spacecom részvényeinek 20 százalékát vásárolhatja meg. A budapesti és a tel-avivi értéktőzsdén bejelentett ügylettel a 4iG a tranzakció zárását követő három év során további 31%-kal növelheti részesedését a Spacecom-ban, amennyiben az izraeli Kommunikációs Minisztérium, valamint a vállalat részvényesei hozzájárulnak az további tulajdonszerzéshez.

A globálisan működő Spacecom jelentős kompetenciabővülést jelent a 4iG számára, a vállalatcsoport az adatátvitel minden területén meghatározó szolgáltatóvá válhat.

A tel-avivi tőzsdén jegyzett Spacecom világszerte kínál sugárzott, valamint szélessávú műholdas szolgáltatásokat ügyfeleinek. A globális lefedettséggel rendelkező szolgáltató Magyarországon és a régióban AMOS 3 műholdján keresztül 2024-ig biztosíthatja szolgáltatásait a magyar geostacionárius pályát használva. Ezt követően Magyarországnak újra lehetősége nyílik arra, hogy saját pályapozíciója és frekvenciája fölött rendelkezzen. Ennek a lehetőségnek kiaknázására jött létre a 4iG csoporton belül a CarpathiaSat Zrt. („CarpathiaSat”), amely a tervek szerint rögzített föld körüli pályára állítja, illetve üzemelteti majd Magyarország első hírközlési és telekommunikációs kereskedelmi műholdját. Emellett a CarpathiaSat rendelkezik majd a magyar geostacionárius pályaszakasz húsz évre szóló üzemeltetési jogával is. A 4iG SpaceCom-ban történő tulajdonszerzése jelentős technológiai és üzleti támogatást biztosít majd az AMOS 3-at váltó, magyar kereskedelmi műhold fejlesztéséhez és üzemeltetéséhez is.

Mellékletben csatoljuk a Spacecom Tel-avivi Értéktőzsdén megjelent közleményét.

Budapest, 2022. szeptember 29.

4iG Nyrt.

¹ 2021. év 10. hónap 11. napján megkötött, majd 2022. év 02. hónap 08. napján módosított részvény adásvételi szerződés
4iG Nyrt.

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1. számú Melléklet

Subject: Engagement in a Binding Agreement with 4iG Plc. for an Investment in the Company

Following the Company's immediate reports dated February 9, 2022, March 1, 2022, and August 1, 2022 (references No. 2022-01-014787, 2022-01-024631, and 2022-01-079632, respectively), and following the Company's Board of Directors (the "**Board**") report for the second quarter of 2022, and note 7(b) to the Company's financial statements dated June 30, 2022, as published on August 31, 2022², the Company hereby announces that on September 29, 2022, following the approval of the Company's Board dated September 19, 2022, the Company entered into an amended binding agreement with 4iG Nyilvánosan Működő Részvénytársaság (the "**Purchaser**"), which shall replace of a previous agreement by and among the Company, the Purchaser and its subsidiary³, and pursuant to which, subject to the fulfillment of the Conditions Precedent as detailed below, the Company shall issue to the Purchaser, at first stage, shares of the Company, which will constitute, immediately following their issuance, along with Purchaser's additional holdings in the Company (if any), 20% of the issued and outstanding share capital and of the voting rights of the Company (on an issued and outstanding basis), for the price of NIS 4.7 per 1 Ordinary Share of the Company, of a nominal value of NIS 0.01 each ("**Ordinary Share**" and the "**Transaction Share Price**", respectively). In addition, subject to the fulfillment of the Additional Conditions Precedent as detailed below, the Purchaser shall be issued, during a period of 3 years from the Closing date (the "**Deferred Interim Period**"), from time to time and subject to additional approval (one or more) from the Ministry of Communications (the "**MoC**"), additional Ordinary Shares which shall constitute, alongside with the Issued Shares (as defined below) and any additional holdings of the Purchaser in the Company's shares as of the Closing (if any), 51% of the issued and outstanding share capital and of the voting rights of the Company (on a partially diluted basis)⁴ as set forth below (the "**Agreement**", and "**Transaction**", respectively).

Below is a description of the main terms of the Agreement:

1. The Transaction Structure – At the date of the Closing (the "**Closing Date**"), the Company will issue to the Purchaser, by a way of a Substantial or an Exceptional Private Offering, as the case may be (as such terms are defined in the Securities Regulations (Private Offering of Securities in a Listed Company), 5760-2000, ("**Private Offering Regulations**"), an amount of up to 6,031,133 Ordinary Shares of the Company which will constitute, following their issuance, along with Purchaser's additional holdings in the Company (if any at the Closing), approximately 20% of the issued and outstanding share capital and of voting rights in the Company (on an issued and outstanding basis) (the "**Issued Shares**") in exchange for (assuming an issuance of 6,031,133 Ordinary Shares of the Company) to an amount of NIS 28,346,323 (reflecting a price of US\$1.363 per Ordinary Share which equals a price of NIS 4.7 per Ordinary Share) (hereinafter, the "**Consideration**" and "**The Substantial Private Offering**", respectively)⁵.

² See an amending immediate report dated September 1, 2022, reference No. 2022-01-091575.

³ For details regarding the previous said agreement, see a report of the Company dated October 12, 2021 (reference No. 2021-01-154722) and a supplement report concerning convening of the General Meeting of the Company dated November 25, 2021 (reference No. 2021-01-102541).

⁴ For the purposes hereof, "partially diluted basis" means that the calculation shall be made out of the issued and outstanding share capital of the Company, assuming the exercise of all convertible securities available for **exercise into shares of the Company** except for: (a) Bond series Q and (b) 514,000 options to purchase Company's shares, at an exercise price of NIS 19.4 ("**Partially Diluted**").

⁵ The Consideration was calculated based on a conversion ratio as of the date of the execution of the agreement and as of the date of the publication of this report, of NIS 3.449 to US\$1.

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In any deferred closing (“**Deferred Closing**”), the Company will issue to the Purchaser, by a way of a Substantial or an Exceptional Private Offering, as the case may be (as such terms are defined in the Private Offering Regulations), additional Ordinary Shares of the Company, in the amount the Purchaser shall be allowed to hold with respect to the latest approval by the MoC as of the relevant Deferred Closing date (the “**Additional Issued Shares**”), up to a sum (as to the date of this report) of 19,962,766 Additional Issued Shares which shall constitute a holding, by the Purchaser, of 51% of the issued and outstanding share capital and voting rights of the Company (on a partially diluted basis) at that time (the “**Maximum Number of Additional Issued Shares**”). In exchange for the purchase of the Additional Issued Shares, the Purchaser will pay an additional consideration, as follows (the “**Additional Consideration**”)⁶:

- (a) Up to an amount of NIS 23,693,735 in exchange for up to 4,307,952 Additional Issued Shares issued to the Purchaser (deducting shares of the Company purchased by the Purchaser outside of the Agreement) (reflecting a price of US\$ 1.595 per Ordinary Share, equal to a price of NIS 5.5 per Ordinary Share).
- (b) Up to an amount of NIS 40,207,550 in exchange for up to 5,743,936 Additional Issued Shares exceeding the amount issued under the above subsection (a) (deducting shares of the Company purchased by the Purchaser outside of the Agreement) (reflecting a price of US\$ 2.03 per Ordinary Share, equal to a price of NIS 7 per share).
- (c) Up to an amount of NIS 105,782,227 in exchange for up to 9,910,879 Additional Issued Shares exceeding the amount issued under the above subsections (a) and (b), in a way that shall bring the average price per Ordinary Share of the Company under subsections (a)-(c) to a sum of US\$ 2.464 per Ordinary Share, equal to a price of NIS 8.5 per share.

Further, it is hereby clarified that pursuant to the Agreement, the price per share for any Additional Consideration as detailed above shall be automatically adjusted in the event of any change in Company's share capital (among others: reclassification, share split or distribution), and the number of the Issued Shares and the Maximum Number of Additional Issued Shares shall be adjusted in the event that the Company will issue its shares to the public or take other actions with respect to its share capital (“**Public Offering**”).

2. The Company and the Purchaser’s Undertakings During the Period Between Signing and Closing (the “**Interim Period**”):

- a. The Company shall operate in the ordinary course of business during the Interim Period and will not distribute any dividends.
- b. The company shall be permitted to effect a Public Offering, and the Purchaser shall be entitled to participate in such Public Offering, including the Public Offering (to the extent held) pursuant to the Company’s report dated August 31, 2022, regarding its examination of a possibility to hold a Public Offering⁷; It is further noted that the Purchaser undertook, among other things, commencing on the execution of the Agreement and until the lapse of 18 months following the Closing Date, not to purchase and not to engage in a share purchase agreement for the purchase the Company’s shares not in accordance with the terms of the Agreement or through a participation in the issuance of the Company’s shares to the public. Following the lapse of such period, and as long as the Purchaser shall hold at least 30% of the issued and outstanding share capital and voting rights of the Company (on

⁶ The Additional Consideration was calculated based on a conversion ratio as of the date of the execution of the agreement and the date of the publication of this report, of NIS 3.449 to US\$1.

⁷ Reference No. 2022-01-091104.

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an issued and outstanding basis), the Purchaser shall be allowed to purchase shares of the Company from a third party, provided that the Purchaser shall purchase an equal amount of shares from the Company, in accordance with the terms of the Agreement.

- c. The Company and the Purchaser shall cooperate during the Interim Periods for the purpose of consummating the Transaction, including by filing all forms required for the approval by government authorities, and by providing the details of the director appointed by the Purchaser to the Board, subject to the Closing of the Transaction.
3. **Conditions Precedent** – The consummation of the Transaction is subject to the fulfillment of certain conditions precedent, which principles are specified below (the “**Conditions Precedent**”):
- a. The Company’s representations with respect to its incorporation and organizational documents, the Company’s share capital and Issued Shares, the Company’s authority to enter into the Agreement and the required approvals to consummate the Transaction (collectively, the “**Fundamental Representations**”) shall be true and correct in all material respects as of the Closing Date.
 - b. The Company’s representations which are not Fundamental Representations shall be true and correct as of the Closing Date except where the failure of such representations and warranties to be true and correct would not result in a Specified Event, as defined below.
 - c. The Purchaser’s representations shall be true and correct in all material respects as of the Closing Date.
 - d. Each of the Company and the Purchaser shall have performed all of its covenants pursuant to the Agreement, in all material respects, provided that the Purchaser shall allow the Company a period of no less than 30 days to cure a violation resulting from non-compliance with such covenants.
 - e. No legal or administrative proceeding shall have commenced against the Company by a governmental entity or any other person and no written threat to commence such a proceeding by a governmental entity or any other person shall have received, which concern prevention or restriction of the Transaction, nor any injunction, temporary or permanent, shall have been issued which can harm the right of the Purchaser in the Issued Shares or voting rights attached thereto, nor shall there be any pending suit seeking such remedy.
 - f. The non-occurrence of any event out of the following events (each, a “**Specified Event**”):
 - I. The operation of any of the satellites AMOS-3, AMOS-4 or AMOS-7 shall have been permanently suspended or temporarily suspended and such temporary suspension is reasonably expected to continue in excess of 180 days.
 - II. The Company’s license issued by the MoC shall have been permanently suspended or temporarily suspended and such temporary suspension is reasonably expected to continue in excess of 180 days.
 - III. An occurrence of an event of default by non-payment of interest or principal of any series of the Company’s, which was not cured by the Company in accordance with the terms of the applicable bond series.

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- IV. Filing for insolvency or suspension of proceedings, or issuance of a court order pursuant to insolvency laws and other actions which indicate that the Company is insolvent.
 - V. Termination of any of the Company's contracts with the Government of the State of Israel or with D.B.S. DTV Satellite Services (1998) Ltd. ("**D.B.S.**") or the receipt by the Company of a notice concerning termination which is incurable.
- g. The receipt of the required approvals for the Transaction, including the following:
- I. Regulatory approvals that are required for the closing of the proposed Transaction, including the MoC's approval (hereinabove and hereinafter, collectively, the "**Regulatory Approvals**");
 - II. The approval of the General Meeting of the Shareholders of the Company of the Exceptional Private Offering to the Purchaser with respect to the Issued Shared and to the Additional Issued Shares;
 - III. The Tel Aviv Stock Exchange Ltd's approval for the registration for trade of the Issued Shares and Additional Issued Shares which shall be issued to the Purchaser as part of the Exceptional Private Offering to it.
- h. The appointment of a director on behalf of the Purchaser to the Board, and the approval of an indemnity and exemption undertaking to the director on behalf of the Purchaser in the standard form of the Company and on the same conditions as the other directors of the Company.

If the Conditions Precedent shall not be fulfilled within 120 days of the execution of the Agreement, each of party shall be entitled to terminate the Agreement by a written notice to the other party, provided, however, that the parties may extend the aforementioned period by additional period of up to 30 days in the aggregate in order to obtain the Regulatory Approvals.

In addition, each Deferred Closing shall be subject to the fulfillment of the Conditions Precedent (the "**Additional Conditions Precedent**"), which are similar in principle to the abovementioned Conditions Precedent, including the approval of the MoC of the increase of Purchaser's holdings in the Company up to the Maximum Number of Additional Issued Shares.

4. Indemnification of the Purchaser – The Agreement includes representations and warranties of the parties as customary in similar transactions. The Company's representations and warranties shall expire at the Closing Date, except for the representations relating to the Company's share capital and authority to enter into the Agreement (the "**Surviving Representations**"), which will survive until the end of the applicable statute of limitations period (the "**Indemnity Period**"). The Company undertook to indemnify the Purchaser during the Indemnity Period for any breach of the Surviving Representations pursuant to which the holding the Purchaser in the Company's share capital will decrease, without taking into account any additional holdings of the Purchaser in the Company's shares as of the Closing Date (if any), below a ratio of the Issued Shares out of the Company's issued and outstanding share capital as of the Closing Date, on an issued and outstanding basis. Such indemnification shall be made by issuance of additional shares to the Purchaser by the Company, in a manner which will bring the Purchaser's holding ratio of the Company's share capital to the aforementioned rate.

In addition, the Company undertook to indemnify the Purchaser for damages incurred by the Company due to the occurrence of any of the following events (each an "**Indemnified Event**"): (a) a final judgement against the Company in a claim filed against it by the Government of

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Israel⁸, or (b) the termination of one of the services agreements signed by and between the Company and the Government of Israel. Such indemnification shall be made by the issuance of additional shares by the Company to the Purchaser (with the issuance of additional shares as compensation for the issuance's dilutive effect on Purchaser's holdings ratio), where the maximum amount of shares that shall be issued reflects an indemnification cap of USD 4,000,000, assuming that to the Purchaser was issued the Maximum Number of Additional Issued Shares. The indemnification amount shall equal the product of (a) the Purchaser's holding ratio of the Company's share capital at the time of occurrence of any such Indemnified Event and (b) the damages incurred by the Company in connection with such Indemnified Event.

5. **Termination Fee.** If the Agreement will be terminated by either party before the Closing Date (the "**Breaching Party**") in spite of the fulfillment of the Conditions Precedent and the receipt of a written notice of the other party (the "**Non-Breaching Party**") according to which it is willing to fulfill all of its obligations pursuant to the Agreement, the Non-Breaching Party will be entitled to liquidated damages from the Breaching Party in an amount of NIS 8,400,000 (the "**Termination Fee**"). Upon the receipt of the Termination Fee by the Non-Breaching Party, such Termination Fee shall constitute sole and exclusive remedy of the Non-Breaching Party against the Breaching Party and its representatives, provided, however, that the Non-Breaching Party may elect not to demand the Termination Fee and in such case it shall be entitled to any other remedy or relief available to it under applicable law.

The Company will publish, at such a time as prescribed by applicable law, an immediate report containing a summon to the General Meeting of the Company's shareholders for the approval of the Exceptional Private Offering in accordance with the Private Offering Regulations.

It is hereby clarified that the consummation of the Transaction is subject to the fulfillment of the Conditions Precedent, including, but not limited to, the receipt of the Regulatory Approvals and other third parties approvals including the receipt of the approval of the General Meeting of the Company, to the issuance of the Issued Shares and Additional Issued Shares and constitutes forward-looking statements as defined in the Securities Law, 1968-5778 which may not materialize due to factors which by their nature are not under the Company's control. Accordingly, there is no certainty that the Transaction will be consummated.

⁸ As reported by the Company in an immediate report dated February 26, 2020, reference No. 2020-01-019614 and Note 26R to the financial statements of the Company as of December 31, 2021 as attached to the periodic report of the Company for the year 2021 published on March 29, 2022 (reference No. 036916-01-2022).

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