

## AGREEMENT ON THE SET-OFF OF CLAIMS (the “Agreement”)

### The Parties

.....

Name and surname / business name of the shareholder

.....

Date of birth / personal identification number (ID number)

.....

Permanent residence / registered office of the shareholder

.....

Number of newly subscribed shares (the “Shares”)

If the shareholder is represented by<sup>1</sup>, details of the representative must be provided:

.....

Name and surname / business name of the shareholder’s representative

.....

Date of birth / personal identification number of the shareholder’s representative (ID number)

.....

Permanent residence / registered office of the shareholder’s representative

(the “Shareholder”)

and

**Colt CZ Group SE,**

with its registered office at Opletalova 1284/37, Nové Město, 110 00 Prague 1, ID No.: 291 51 961, registered in the Commercial Register kept by the Municipal Court in Prague, File No. H 962

(the “Company”)

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<sup>1</sup> Note: A case where the agreement is not signed directly by the shareholder but by another person representing the shareholder.

(the Shareholder and the Company jointly also referred to as the “Parties” and each individually a “Party”)

## Subject Matter of the Agreement

- 1.1 The Company has a claim from the Shareholder for payment of the issue price of the Shares subscribed by the Shareholder who has exercised the right to choose a share of profits in the form of the Company’s shares in connection with the increase of the Company’ share capital based on a resolution of the Company’s General Meeting outside its meeting (resolution *per rollam*), in the amount of **AMOUNT TO SET OFF** (“Draft Resolution III”, the “Company’s Claim”).
- 1.2 The Shareholder has a claim from the Company for payment of the share of the Company’s profits resulting from the approval of Draft Resolution III on a pro-rata basis of the nominal value of the shares held by the Shareholder to the Company’s share capital as at 4 July 2024 (the “Shareholder’s Claim”).
- 1.3 The Parties have agreed to set off the Shareholder’s Claim against the Company’s Claim to the extent to which they mutually overlap as at the effective date of this Agreement. Any remaining share of profits shall be paid to the Shareholder in terms of money.
- 1.4 This Agreement must be entered into by the Shareholder no later than 12 August 2024. This Agreement must be entered into by the Company no later than 4 October 2024. This Agreement becomes effective as of the end of the day of 4 October 2024, unless otherwise provided. If the increase in the Company’s registered capital does not reach the amount by which the Company’s registered capital is to be increased, the Company’s Board of Directors will decide, in relation to the final amount of the increase in the Company’s registered capital, on the increase in the registered capital or the final number of new shares in accordance with a resolution of the Company’s Board of Directors. The decision will be made by the Board of Directors of the Company no later than 4 October 2024. In such case, this Agreement shall become effective on the effective date of the resolution of the Board of Directors of the Company, if it becomes effective after 4 October 2024. Should the Board of Directors of the Company resolve that the share capital of the Company shall not be increased or the minimum amount of the increase in the share capital of the Company pursuant to Draft III shall not be subscribed, this Agreement shall not become effective, and the Shareholder’s Claim shall not be set off against the Company’s Claim.
- 1.5 This Agreement has been executed in three (3) counterparts, whereby each of the Parties shall receive one counterpart of this Agreement and one counterpart shall form an annex to the application for registration of the increase of the share capital in the Commercial Register.

THE PARTIES HEREBY EXPRESSLY DECLARE THAT THEY ENTER INTO THIS AGREEMENT AS A FREE ACT AND DEED, IN WITNESS WHEREOF THEY ATTACH THEIR RESPECTIVE SIGNATURES BELOW.

**Shareholder**

In:  
Date:

**Company**

In:  
Date:  
For Colt CZ Group SE:

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Name:  
Title:

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Name:  
Title:

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Name:  
Title: