CLAIM SET-OFF AGREEMENT IN THE WORDING OF THE RESOLUTION ADOPTED UNDER ITEM III

Entered into pursuant to the relevant provisions of Act No. 89/2012 Sb., the Civil Code, as amended

(the “**Agreement**”)

# Parties

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Shareholder’s name and surname / business name

………………………………………………………………………………………………………...

Date of birth / identification number (ID number)

………………………………………………………………………………………………………...

Shareholder’s permanent residence / registered office

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The number of shares in respect of which the shareholder exercises the pre-emptive right to subscribe shares (the “**Shares**”); if the number of the Shares does not correspond to an integral multiple of 27, the number of the Shares will be deemed to be the number corresponding to the nearest preceding integral multiple of 27[[1]](#footnote-1).

If the shareholder is represented[[2]](#footnote-2), details of the representative must be provided:

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

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

………………………………………………………………………………………………………...

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, entered in the Commercial Register kept by the Municipal Court in Prague, File No. H 962

(the “**Company**”)

(the Shareholder and the Company jointly as the “**Parties**”, and each of them individually a “**Party**”)

# Recitals

1. The Shareholder is a shareholder of the Company and owner of the Shares;
2. The Company has a claim against the Shareholder in the amount of:

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| --- | --- |
| …………………………………………………………………………………………………………………………………………….. | CZK |
| in words: ………………………………………………………………………………………………………………………………………  ………………………………………………………………………………………………………………………………… Czech crowns, | |

to repay the issue price of the shares subscribed by the Shareholder, who has exercised the right to choose a profit share in the Company's shares, as part of the increase of the Company’s registered capital based on the decision of the Company’s General Meeting of 13 June 2023 adopted outside the General Meeting (*per rollam* or written decision-making) – Approval of the distribution of profit for 2022 and retained profit from previous years and the resolution to increase the Company’s registered capital by subscription of new shares and set-off of the issue price of the newly subscribed shares against the profit share (“**Draft III**”, the “**Company’s Claim**”);

1. The Shareholder has a claim against the Company for payment of the Company’s share of profits resulting from the approval of Draft III in the amount of:

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| --- | --- |
| …………………………………………………………………………………………………………………………………………….. | CZK |
| in words: ………………………………………………………………………………………………………………………………………  ………………………………………………………………………………………………………………………………… Czech crowns, | |

(the “**Shareholder’s Claim**”);

ALTERNATIVE:

*The Shareholder has a claim against the Company for payment of the Company’s share of profits under Draft III in an amount determined as the number of Shares multiplied by CZK 30 less any withholding taxes applicable to the Shareholder upon payment of the share of profits attributed to the Shares (the “****Shareholder’s Claim****”).*

1. The Company’s General Meeting approved the set-off of the Shareholder’s Claim against the Company’s Claim and approved the wording of this Agreement;
2. The Company and the Shareholder intend to set off the Shareholder’s Claim against the Company’s Claim pursuant to this Agreement.

# Subject-matter of the Agreement

* 1. The Parties have agreed to set off the Shareholder’s Claim against the Company’s Claim to the extent of their mutually same amounts as of the date of effect of this Agreement.
  2. The Parties acknowledge and agree that as a result of the set-off, the Shareholder’s Claim, to the extent that its amount overlaps with that of the Company’s Claim, will cease to exist on the date of effect of this Agreement.
  3. The Parties acknowledge and agree that as a result of the set-off, the Company’s Claim, to the extent that its amount overlaps with that of the Shareholder’s Claim, will cease to exist on the date of effect of this Agreement.

# Final Provisions

* 1. This Agreement must be executed by the Shareholder no later than 17 July 2023 (inclusive). This Agreement must be executed by the Company no later than 19 September 2023. This Agreement becomes effective as of the end of 19 September 2023, unless otherwise specified below.
  2. If the increase in the Company’s registered capital does not reach the amount by which the Company’s share 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 newly subscribed shares in accordance with a resolution of the Company’s Board of Directors (the “**Board’s Resolution**”). The Company’s Board of Directors will pass the Board’s Resolution no later than 19 September 2023. In such event, this Agreement will become effective on the date the Board’s Resolution becomes effective, if the latter becomes effective after 19 September 2023. If the Company’s Board of Directors decides that the Company’s registered capital will not be increased, this Agreement will not become effective, and the Shareholder's Claim will not be set off against the Company’s Claim. In such case, the Company’s Claim will cease to exist in its entirety and the Shareholder’s Claim will be satisfied by monetary payment of the share of profits, regardless of the choice of the method of payment of the profit share.
  3. This Agreement has been executed in 3 (three) counterparts of which each Party receives one, and one counterpart will be annexed to the application for registration of the increase of the registered capital in the Commercial Register.

**The Parties hereby expressly state that they execute this Agreement as a free act and deed, in witness whereof they affix their signatures below.**

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| **Shareholder** | **Company** |
| Place:  Date: | Place:  Date: |
|  | On behalf of **Colt CZ Group SE**: |
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| Name:  Title:  [authenticated signature] | Name:  Title:  [authenticated signature] |
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|  | Name:  Title:  [authenticated signature] |

1. Note: For example, a shareholder owning 85 shares lists 85 as the number of his shares. In this case, the number of shares will automatically correspond to 81 as the nearest preceding integral multiple of 27. [↑](#footnote-ref-1)
2. Note: Where the Agreement is not signed directly by the shareholder, but by another person representing the shareholder under a power of attorney or based on any other form of representation. [↑](#footnote-ref-2)