This document is a non-binding English language working translation for information purposes. The only binding document is the German language offer document published on May 14, 2026, including the German language amendment to the voluntary public takeover offer published on July 10, 2026.

NOTE:
SHAREHOLDERS OF ADDIKO BANK AG WHOSE REGISTERED OFFICE, PLACE OF RESIDENCE, OR HABITUAL PLACE OF RESIDENCE IS LOCATED OUTSIDE THE REPUBLIC OF AUSTRIA ARE EXPRESSLY REFERRED TO SECTION 7.4 OF THIS OFFER DOCUMENT.

NOTE:
THIS OFFER BY RAIFFEISEN BANK INTERNATIONAL AG IS A COMPETITIVE OFFER TO THE VOLUNTARY TAKEOVER OFFER MADE BY NOVA LJUBLJANSKA BANKA D.D. ON 13 MAY 2026. ADDIKO SHAREHOLDERS WHO ACCEPTED THE VOLUNTARY TAKEOVER OFFER BY NOVA LJUBLJANSKA BANKA D.D. PRIOR TO THE PUBLICATION OF THIS AMENDED TAKEOVER OFFER BY RAIFFEISEN BANK INTERNATIONAL AG ON JULY 10, 2026, MAY WITHDRAW THEIR PREVIOUS DECLARATION OF ACCEPTANCE UP TO AND INCLUDING FOUR TRADING DAYS PRIOR TO THE EXPIRY OF THE ACCEPTANCE PERIOD, WHICH HAS BEEN EXTENDED UNTIL JULY 29, 2026, I.E. UNTIL JULY 23, 2026, AND TENDER THEIR ADDIKO SHARES IN THIS VOLUNTARY PUBLIC TAKEOVER OFFER FOR THE PURPOSE OF ACQUIRING CONTROL (SECTION 5.3).

NOTE:
THE BIDDER, RAIFFEISEN BANK INTERNATIONAL AG, PUBLISHED ITS VOLUNTARY PUBLIC TAKEOVER OFFER TO THE SHAREHOLDERS OF ADDIKO ON MAY 14, 2026. ON JULY 10, 2026, RAIFFEISEN BANK INTERNATIONAL AG PUBLISHED AN AMENDMENT TO ITS VOLUNTARY PUBLIC TAKEOVER OFFER.
ON JULY 17, 2026, NOVA LJUBLJANSKA BANKA D.D. PUBLISHED A FURTHER AMENDMENT TO ITS VOLUNTARY TAKEOVER OFFER DATED MAY 13, 2026. AS A RESULT OF THIS AMENDMENT, CHANGES TO THE OFFER OF THE BIDDER RAIFFEISEN BANK INTERNATIONAL AG TAKE EFFECT EX LEGE. FOR THE SAKE OF CLARITY AND FOR INFORMATION PURPOSES ONLY, THE BIDDER RAIFFEISEN BANK INTERNATIONAL AG IS PUBLISHING THIS UPDATED OFFER DOCUMENT, WHICH REFLECTS BOTH THE AMENDMENT TO ITS VOLUNTARY PUBLIC TAKEOVER OFFER PUBLISHED ON JULY 10, 2026, AND THE STATUTORY CHANGES RESULTING FROM THE AMENDMENT TO THE VOLUNTARY PUBLIC TAKEOVER OFFER OF NOVA LJUBLJANSKA BANKA D.D. PUBLISHED ON JULY 17, 2026. THE ONLY LEGALLY BINDING DOCUMENT IS THE OFFER DOCUMENT PUBLISHED ON MAY 14, 2026, INCLUDING THE AMENDMENT TO THE VOLUNTARY PUBLIC TAKEOVER OFFER PUBLISHED ON JULY 10, 2026, AS WELL AS THE CHANGES RESULTING FROM THE AMENDMENT TO THE VOLUNTARY PUBLIC TAKEOVER OFFER OF NOVA LJUBLANSKA BANKA D.D. THIS UPDATED OFFER DOCUMENT DOES NOT CONSTITUTE AN AMENDMENT OF THE OFFER WITHIN THE MEANING OF SECTION 15 OF THE AUSTRIAN TAKEOVER ACT (ÜBG).



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UPDATED VOLUNTARY PUBLIC TAKEOVER OFFER FOR ACQUISITION OF CONTROL

pursuant to Section 25a of the Austrian Takeover Act (*Übernahmegesetz*)

by

Raiffeisen Bank International AG
Am Stadtpark 9
1030 Vienna, Austria

to the Shareholders of

Addiko Bank AG
Canetti Tower, Canettistraße 5, 12th Floor
1100 Vienna, Austria

for the acquisition of all issued and outstanding no-par bearer Shares of Addiko Bank (ISIN AT000ADDIKO0) at an offer price of EUR 26.50 (twenty-six euros and fifty cents) per Share (*cum* dividend) plus a possible contractual additional payment obligation

Acceptance Period: May 14, 2026, through July 29, 2026, 5:00 p.m. (Vienna local time)

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Updated summary of the Offer

The following summary contains selected information from this offer and should therefore be read only in conjunction with the complete Offer Document.

Bidder	Raiffeisen Bank International AG, a stock corporation under Austrian law, with its registered office in Vienna and business address at Am Stadtpark 9, 1030 Vienna, Austria, registered in the Commercial Register of the Vienna Commercial Court under FN 122119 m.	Section 2.1, 2.2
Target Company	Addiko Bank AG, a stock corporation under Austrian law, with its registered office in Vienna and its business address at Canetti Tower, Canettistraße 5/12th Floor, 1100 Vienna, Austria, registered in the Commercial Register of the Vienna Commercial Court under FN 350921 k. The Target Company's Share Capital amounts to EUR 195,000,000 and is divided into 19,500,000 no-par bearer Shares.	Section 2.3
Subject of the Offer	Acquisition of all issued and outstanding no-par bearer Shares of Addiko (Ordinary Shares) that are admitted to trading on the Vienna Stock Exchange (*Wiener Börse*), Official Trading (*Amtlicher Handel*) (Standard Market Auction). Excluded from the Offer are the 212,858 treasury Shares held by Addiko as well as 314 Shares owned by the Bidder. The Offer therefore relates to 19,286,828 no-par bearer Shares with a proportionate amount of the Share Capital (*Grundkapital*) of EUR 10.00 (ten euros) per Share (ISIN AT000ADDIKO0).	Section 3.1
Options available to Shareholders	Addiko Shareholders may accept the Offer in respect of all or only a portion of their Addiko Shares. Addiko Shareholders also have the option not to accept the Offer and remain Addiko Shareholders.	Section 5.3
Offer Price	The Offer Price is EUR 26.50 (twenty-six euros and fifty cents) for each Ordinary Share of Addiko (ISIN AT000ADDIKO0) *cum* dividend for the 2025 fiscal year (and, for clarity, any additional dividend resolved by the target company following the announcement of this Offer). The Offer Price per Share will therefore be reduced by the amount of any dividend per Share resolved for payment	Section 3.2

	between the announcement of this Offer and the respective Settlement date, provided that the Settlement of the Offer occurs after the respective record date for such a dividend. It is noted that Addiko has suspended the dividend distribution for the fiscal years 2024 and 2025 in accordance with supervisory expectations and regulatory requirements.	
Contractual Additional Payment Obligation	The Bidder has a potential variable contractual additional payment obligation to those shareholders who have accepted the Offer. For further details, please refer to the section entitled "Carve-Out of the Carve-Out Subsidiaries" in this summary of the Offer.	Section 6.4.2(c)
Closing Conditions	The Offer is subject to the following Closing Conditions: Achievement of the minimum acceptance threshold of more than 55% (fifty-five percent) of all 19,286,828 Addiko Shares subject to the Offer (corresponding to more than 10,607,756 Addiko Shares) by the end of the Acceptance Period (see Section 4.1.1); Antitrust approval or non-prohibition of the merger by May 14, 2027 (see Section 4.1.2); Regulatory approval or non-prohibition of the transaction by May 14, 2027 (see Section 4.1.3); and No material adverse change at Addiko until the end of the Acceptance Period (see Section 4.1.4). The Bidder expressly reserves the right to waive, in whole or in part, the fulfillment of individual Closing Conditions to the extent permitted by law. Notwithstanding the shorter Acceptance Period, all Closing Conditions must be fulfilled by no later than May 14, 2027 (Long Stop Date); otherwise, the Offer will become ineffective (see Section 4.2).	Section 4.1, 4.2
Acceptance Period	From May 14, 2026, through July 29, 2026, at 5:00 p.m. Central European Time.	Section 5.1
Grace Period	The Grace Period begins, in accordance with Section 19(3) of the Austrian Takeover Act (ÜbG), on the date of announcement (publication) of the result of the Offer and lasts for three months, provided that the Closing Conditions set forth in 4.1.1 and 4.1.4 are met by the end of the Acceptance Period. Assuming that the result is published on August 03, 2026, the Grace Period begins on August 03, 2026, and ends on November 03, 2026.	Section 5.7

Acceptance of the Offer by Addiko Shareholders	Acceptance of this Offer must be declared exclusively in writing to the Custodian Bank of the respective Addiko Shareholder. Acceptance of the Offer becomes effective upon receipt of the acceptance declaration by the Custodian Bank and is deemed timely if (i) the acceptance declaration is received by the Custodian Bank of the respective Addiko Shareholder within the Acceptance Period and, no later than the second Trading Day, 5:00 p.m. Vienna local time, following the expiration of the Acceptance Period, the transfer (the transfer of ISIN AT000ADDIKO0 to ISIN AT0000A3TYD8 of the Addiko Shares submitted for sale to RBI) has been completed, and (ii) the Custodian Bank of the respective Addiko Shareholder, for its part, has forwarded the acceptance of the Offer—specifying the number of client orders placed, the total number of Shares covered by the acceptance notices received by the Custodian Bank during the Acceptance Period, and the total number of Shares submitted to it— and the corresponding total number of Shares has been transferred to the Payment and Settlement Agent, specifying the corresponding total number of Addiko Shares. In the event that Addiko Shareholders have accepted the Offer within the Grace Period, the foregoing applies mutatis mutandis, and the acceptance of the Offer becomes effective and is deemed to have been submitted in a timely manner if (i) the Declaration of Acceptance is received by the Custodian Bank within the Grace Period, and the transfer is completed by 5:00 p.m. Vienna local time on the second Trading Day following the expiration of the Grace Period (the transfer from ISIN AT000ADDIKO0 to ISIN AT0000A3TYE6 of the Addiko Shares submitted for sale to RBI during the Grace Period), and (ii) the Custodian Bank of the respective Addiko Shareholder, for its part, has accepted the Offer, specifying the number of client orders placed and the total number of Shares to which the acceptance notices received by the Custodian Bank during the Grace Period relate, and has forwarded the total number of Shares submitted to it via the custody chain to OeKB CSD, and the corresponding total number of Shares has been	Section 5.3

	transferred to the Payment and Settlement Agent, specifying the corresponding total number of Addiko Shares.	
Payment and Settlement Agent	Raiffeisen Bank International AG, FN 122119 m, Am Stadtpark 9, 1030 Vienna.	Section 5.2
Settlement of the Offer	The Offer Price will be paid to Addiko Shareholders who have accepted the Offer no later than ten Trading Days after the later of the following two dates: (i) the end of the Acceptance Period and (ii) the date on which the Offer becomes definitively binding without further conditions. Shareholders who accept the Offer only during the Grace Period pursuant to Section 19(3) of the Austrian Takeover Act (ÜbG) will receive the Offer Price no later than ten Trading Days after the later of the following two dates: (i) the end of the Grace Period and (ii) the date on which the Offer becomes definitively binding without further conditions. To the extent that a variable additional payment is due, it shall be payable to Addiko Shareholders who have accepted the Offer ten Trading Days after receipt of payment by the target company pursuant to the Carve-Out SPA. Based on historical experience regarding the duration of regulatory approval processes, the Bidder considers a full or partial closing of the Carve-Out SPA to be realistic no earlier than the second half of 2027. The Carve-Out SPA provides for a maximum period of 18 months following the signing of the Carve-Out SPA within which all conditions must be satisfied (see Carve-Out of the Carve-Out Subsidiaries/Section 6.4).	Section 5.6
Separate tradability of the submitted Addiko Shares	If Shareholders have submitted written acceptance notices to their Custodian Bank regarding their respective Addiko Shares, the Addiko Shares specified in such acceptance notices will be recorded in the accepting Shareholder's securities account under a different ISIN, either as "Addiko Shares submitted for sale to RBI" or as "Addiko Shares submitted for sale to RBI during the Grace Period" (see Section 5.3). If the Closing Conditions have not been met by the end of the Grace Period, RBI will instruct the Payment and Settlement Agent to apply to the Vienna Stock Exchange to have the	Section 5.3

	Addiko Shares submitted for sale to RBI (ISIN AT0000A3TYD8) and the Addiko Shares (ISIN AT0000A3TYE6) submitted for sale to RBI during the Grace Period be made separately tradable on the Vienna Stock Exchange, specifically from the 4th Trading Day following the end of the Grace Period up to and including the 3rd Trading Day before the Settlement of the Offer (which, under certain circumstances, may also occur only after the end of the Grace Period) is completed. Purchasers of the Addiko Shares (ISIN AT0000A3TYD8) tendered for sale to RBI and the Addiko Shares (ISIN AT0000A3TYE6) tendered for sale to RBI during the Grace Period shall assume all rights and obligations arising from the agreements resulting from the acceptance of the Offer for the respective Shares. The Bidder notes that the trading volume and liquidity of the Addiko Shares (ISIN AT0000A3TYD8) and the Addiko Shares (ISIN AT0000A3TYE6) submitted for sale to RBI during the Grace Period depend on the actual acceptance rate and therefore may not exist at all or only to a very limited extent and, moreover, may be subject to significant fluctuations. It cannot be ruled out that, in the absence of demand, it may be impossible to sell the Addiko Shares (ISIN AT0000A3TYD8) submitted for sale to RBI and the Addiko Shares (ISIN AT0000A3TYE6) submitted for sale to RBI during the Grace Period via the Vienna Stock Exchange. All Addiko Shares not tendered in the Offer will continue to be traded under the ticker symbol AT000ADDIKO0.	
ISINs	- Addiko Shares: ISIN AT000ADDIKO0 - Addiko Shares submitted for sale to RBI: ISIN AT0000A3TYD8 - Addiko Shares submitted for sale to RBI during the Grace Period: ISIN AT0000A3TYE6 - Addiko Shares submitted for sale to RBI – Potential Additional Payment: ISIN AT0000A3TYH9	Section 5.3, 6.4

	- Addiko Shares submitted for sale to RBI – Potential Carve-Out Additional Payment: ISIN AT0000A3TZ75	
Shareholder Exclusion / Squeeze-Out	The Bidder has not yet decided whether to carry out a Shareholder Squeeze-Out pursuant to the Shareholder Squeeze-Out Act ("**Squeeze-Out**"), either upon completion of the Offer or at a later date, in the event that the Bidder holds more than 90% of the Share Capital and more than 90% of the voting Shares of Addiko following the completion of the Offer or subsequently.	Section 6.2
Delisting	By conducting the Offer, the Bidder does not pursue the objective of terminating trading of the Target Company's Shares on the stock exchange pursuant to Section 38(6) to (8) of the Stock Exchange Act (*BörseG*) ("**Delisting**"). The Offer is therefore not a delisting offer within the meaning of Section 27e of the Austrian Takeover Act (ÜbG).	Section 6.3
Carve-Out of the Carve-Out Subsidiaries	Upon successful completion of the Offer, the Bidder intends to work toward the Target Company entering into a share purchase agreement (**"Carve-Out SPA**") with Alta Group d.o.o., one of its subsidiaries or an entity acting in concert with Alta Group (the **"Carve-Out Purchaser**") regarding the transfer of all Shares held by Addiko in the four subsidiaries based outside the European Union, namely Addiko Bank AD Beograd (Serbia), Addiko Bank d.d. Sarajevo (Bosnia and Herzegovina), Addiko Bank a.d. Banja Luka (Republika Srpska), and Addiko Bank AD Podgorica (Montenegro) (the **"Carve-Out Subsidiaries**") (the "**Carve-Out**"). The Carve-Out is to be subject to the condition precedent of the receipt of all necessary legal and regulatory approvals and clearances. The Carve-Out is to be conducted at a price of at least the fair market value of the Carve-Out Subsidiaries as determined by an Appraised Value report to be obtained. The Bidder must (following the successful completion of this Offer) ensure that the Target Company promptly obtains a business valuation in accordance with the methodological principles of the KFS/BW 1 expert opinion from a suitable expert independent of the Bidder, the Target Company, and the Carve-Out Purchaser prior to	Section 6.4

	signing the Carve-Out SPA. This report must state a value for all Carve-Out Subsidiaries (the **"Appraised Value**"). The arm's-length nature of the purchase price for the Carve-Out Subsidiaries is ensured by the purchase price mechanism of the Carve-Out SPA with a double price floor. The purchase price may not, on the one hand, be lower than the amount determined in accordance with a purchase price formula (the "**Final Formula Purchase Price**") and, on the other hand, not be lower than the Appraised Value report—which may be higher. The purchase price mechanism that results in the higher total price for all Carve-Out Subsidiaries is automatically applied. This also ensures that any acquisition of the Carve-Out Subsidiaries by the Carve-Out Purchaser will not, in any event, occur at a purchase price below the Appraised Value as determined by the business valuation. The purchase price formula for the Final Formula Purchase Price is based on the CET1 (Common Equity Tier 1) multiple of the Carve-Out Subsidiaries, which also forms the basis for the Offer Price, and includes a premium. If the cumulative Appraised Value for all Carve-Out Subsidiaries exceeds the cumulative Final Formula Purchase Price based on the information available at the time of signing of the Carve-Out SPA (the "**Formula Purchase Price at Signing**"), the Carve-Out Subsidiaries will be sold at the Appraised Value. Provided that, in this case, the Target Company actually receives the corresponding purchase price, those Shareholders who have accepted the Offer will receive an additional payment from the Bidder. The additional payment per Addiko Share shall be equal to the difference between the Formula Purchase Price at Signing and the Appraised Value, with this difference divided by the number of Offer Shares (**"Carve-Out Additional Payment**"). **For clarification, it is noted that if the Final Formula Purchase Price is applied in accordance with the purchase price formula, no Carve-Out Additional Payment can occur.** From today's perspective, the Bidder is unable to assess whether all banking regulatory and antitrust approvals and clearances for the Carve-	

	Out can be obtained. To the extent that such approvals and clearances regarding one or more Carve-Out Subsidiaries are not obtained or the Carve-Out SPA is not executed for any other reason, the respective Carve-Out Subsidiary will remain with the Target Company, and any Appraised Value attributable to such remaining Carve-Out Subsidiary(ies) will not be taken into account in the calculation of the Carve-Out Additional Payment. For clarity, it is noted that a sale or an obligation to sell an interest in a Carve-Out Subsidiary prior to the execution of the Carve-Out SPA could result in the Carve-Out SPA not being executed, which would also mean that no Carve-Out Additional Payment would be made. Pursuant to the provisions of the Carve-Out SPA, the transfer of the Shares may also take place for each of the Carve-Out Subsidiaries on a separate closing date if the approvals required for the transfer of the Shares are obtained at different times. If the necessary approvals for one or more Carve-Out Subsidiaries are not obtained within 18 (eighteen) months of the signing of the Carve-Out SPA, Addiko and the Carve-Out Purchaser may withdraw from the Carve-Out SPA with respect to such Carve-Out Subsidiaries. The Carve-Out SPA shall provide for limited seller warranties (primarily concerning Addiko's unencumbered ownership of the Shares in the Carve-Out Subsidiaries) as well as covenants by Addiko regarding the continuation of the ordinary business operations of the Carve-Out Subsidiaries until the closing of the Carve-Out SPA. Addiko's total liability under the warranties for the sale of the Carve-Out Subsidiaries is to be limited in the Carve-Out SPA to the portion of the purchase price attributable to the respective Carve-Out Subsidiary. As part of the Carve-Out, a transitional services agreement (*Transitional Services Agreement*) on arm's-length terms, customary for such transactions, is also to be concluded between the Carve-Out Purchaser and Addiko. This agreement is intended to ensure the continuity of banking operations at the Carve-Out Subsidiaries for a transitional period of up to 24 months following the completion of the Carve-Out, until such services	

	can be provided by the Carve-Out Purchaser or by third parties.	

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1. DEFINITIONS AND ABBREVIATIONS

"**Addiko**" or "**Target Company**" means Addiko Bank AG, a stock corporation under Austrian law, with its registered office in Vienna and its business address at Canetti Tower, Canettistraße 5/12th Floor, 1100 Vienna, Austria, registered in the Commercial Register (*Firmenbuch*) of the Vienna Commercial Court under FN 350921 k.

"**Addiko Share(s)**" or "**Ordinary Share(s) or Share(s)**" means the no-par value bearer Shares of Addiko, which are listed on the Vienna Stock Exchange (ISIN AT000ADDIKO0) in the Standard Market Auction segment of the Official Market.

"**Addiko Group**" means Addiko and all of its Subsidiaries.

"**Shareholders**" or **"Addiko Shareholders**" means the holders of Addiko Shares.

"**Alta Direct Holding**" has the meaning assigned to it in Section 2.2.4.

"**Alta Group**" means Alta Group d.o.o., with Commercial Register number 2103524 in the Republic of Serbia.

"**Offer Price**" has the meaning assigned to it in Section 3.2.

"**Declaration of Acceptance**" has the meaning assigned to it in Section 5.3.

"**Acceptance Period**" has the meaning assigned to it in Section 5.1.

"**Offer**" or "**Takeover Offer**" means this voluntary Takeover Offer to acquire control pursuant to Section 25a of the Austrian Takeover Act (ÜbG) made to the Shareholders of Addiko.

"**Offer Shares**" has the meaning assigned to it in Section 3.1.

"**BAO**" means the Austrian Federal Tax Code.

"**Bidder**" or "**RBI**" means Raiffeisen Bank International AG, a stock corporation under Austrian law, with its registered office in Vienna and its business address at Am Stadtpark 9, 1030 Vienna, Austria, registered in the Commercial Register of the Vienna Commercial Court under FN 122119 m.

"**BörseG**" means the Austrian Stock Exchange Act 2018.

"**Trading Day**" means any day on which the Vienna Stock Exchange is open for trading in Shares.

"**Carve-Out**" has the meaning assigned to it in Section 6.4.

"**Carve-Out Purchaser**" has the meaning assigned to it in Section 6.4.

"**Carve-Out Additional Payment**" has the meaning assigned to it in Section 6.4.

"**Carve-Out Subsidiaries**" means (i) Addiko Bank AD Beograd, with registration number 07726716 in the Commercial Register (*Registar privrednih društava*) of the Serbian Agency for Commercial Registers (*Agencija za privredne registre*), (ii) Addiko Bank d.d. Sarajevo, registered under number 65-02-0003-16 in the Court Register of the Federation of Bosnia and Herzegovina (*Sudski registar*), (iii) Addiko Bank a.d. Banja Luka, registered under number 01494546 in the Court Register of the Republika Srpska (*Sudski registar*), and (iv) Addiko

Bank AD Podgorica, registered under number 4-0215615 in the Montenegrin Central Register of Business Entities (*Centralni registar privrednih subjekata*); together with the **"Remaining Subsidiaries**," also **"Subsidiaries**."

"**Custodian Bank**" has the meaning assigned to it in Section 5.3.

"**Final Formula Purchase Price**" has the meaning assigned to it in Section 6.4.

"**EStG**" means the Austrian Income Tax Act.

"**Formula Purchase Price at Signing**" has the meaning assigned to it in Section 6.4.

"**Legal Entities Acting in Concert**" has the meaning assigned in Section 2.2.3.

"**GesAusG**" means the Austrian Shareholder Exclusion Act.

"**Share Capital**" has the meaning assigned to it in Section 2.3.

"**Appraised Value**" has the meaning assigned to it in Section 6.4.

"**Market Test-Relevant Offer Shares**" has the meaning assigned to it in Section 4.1.1.

"**Grace Period**" has the meaning assigned to it in Section 5.7.

"**NLB-Offer**" has the meaning assigned to it in Section 5.3.

"**OeKB CSD**" means OeKB CSD GmbH, FN 428085 m, an Austrian central securities depository pursuant to Regulation (EU) No. 2014/909 of the European Parliament and of the Council of July 23, 2014 (CSDR).

"**RBI Group**" means RBI and all direct or indirect subsidiaries of RBI.

"**Relevant Criminal Offense**" means any act punishable by law, in particular bribery offenses, corruption, embezzlement, antitrust violations, money laundering, violations of the Stock Exchange Act, and any violation of a sanction imposed or enforced by the United States Office of Foreign Assets Control, the European Union, His Majesty's Treasury of the United Kingdom, or the UN Security Council.

"**Addiko's Articles of Association**" means the articles of association of the Target Company dated May 27, 2024.

"**Settlement**" has the meaning assigned to it in Section 5.5.

"**Squeeze-Out**" has the meaning assigned to it in Section 6.2.

"**SPA Long Stop Date**" has the meaning assigned to it in Section 6.4.

"**ÜbG**" means the Austrian Takeover Act.

"**ÜbK**" means the Austrian Takeover Commission.

"**Remaining Subsidiaries**" means (i) Addiko Bank d.d., with registration number 080072083 in the Commercial Register in Zagreb, Croatia (*Sudski registar*), and (ii) Addiko Bank d.d., with registration number 1319175000 in the Commercial Register of the District Court of Ljubljana (*Sodni register*); together with **"Carve-Out Subsidiaries**," also **"Subsidiaries**."

"**Closing Conditions**" has the meaning assigned to it in Section 4.1.

"**VWAP**" has the meaning assigned to it in Section 3.3.

"**Material Conditions**" or "**Conditions**" means Conditions and/or requirements imposed by a competent supervisory authority in connection with its respective banking regulatory and/or antitrust approval of the transaction under this Offer, and

(i) entail financial expenses, financing measures, liability declarations, capital measures, or losses totaling more than EUR 10,000,000 (ten million euros) for RBI and/or a direct or indirect affiliate of RBI and/or the Target Company, including its Subsidiaries; or

(ii) would result in a reduction in the Shares and/or voting rights held by RBI or one of its direct or indirect affiliates in a member of the RBI Group (including the Target Company and its Subsidiaries following the completion of this Offer), where such Shares have a book value of at least EUR 15,000,000 (fifteen million euros);

(iii) or involve an obligation to sell Shares in and/or assets of RBI, a direct or indirect affiliate of RBI, or the Target Company together with its Subsidiaries (excluding the Carve-Out) with a value of at least EUR 15,000,000 (fifteen million euros).

"**Payment and Settlement Agent**" has the meaning assigned to it in Section 5.2.

2. BACKGROUND

2.1 Background and Information on the Bidder

The Bidder is Raiffeisen Bank International AG, a stock corporation under Austrian law, with its registered office in Vienna and its business address at Am Stadtpark 9, 1030 Vienna, Austria, registered in the Commercial Register of the Vienna Commercial Court under FN 122119 m. The Bidder's Ordinary Shares are admitted to trading on the Prime Market, a regulated market of Wiener Börse AG, under ISIN AT0000606306.

RBI was founded by articles of association dated March 18, 1991, and an addendum dated June 6, 1991, under the name DOIRE Handels- und Beteiligungsgesellschaft mbH. By resolution of the general meeting on November 15, 1995, the company name was changed to Raiffeisen International Beteiligungs GmbH. Pursuant to a conversion plan dated May 11, 2001, RBI's legal form was converted into a public limited company (AG), so that the company's name henceforth was Raiffeisen International Beteiligungs AG. By resolution of the Annual General Meeting on October 13, 2003, the company's name was changed to Raiffeisen International Bank-Holding AG. Most recently, following a resolution of the Annual General Meeting on July 8, 2010, the company's name was changed to its current designation, Raiffeisen Bank International AG, as part of a merger with Cembra Beteiligungs AG.

The members of the Bidder's Management Board are currently Dr. Johann Strobl (CEO), Mag. Marie-Valerie Brunner (CIB Customer Coverage), Mag. Andreas Gschwenter (COO/CIO), Kamila Makhmudova, LL.M., MBA (CFO), Dr. Hannes Mösenbacher (CRO), and Mag. Rainer Schnabl (CIB Products & Solutions). No member of the Bidder's

Management Board holds Shares in Addiko. The terms of office of the Management Board members end as follows:

Board Member	**End of Term**
Dr. Johann Strobl	June 30, 2026
Kamila Makhmudova, LL.M., MBA	December 31, 2028
Mag. Rainer Schnabl	February 28, 2029
Mag. Andreas Gschwenter	June 30, 2029
Dr. Hannes Mösenbacher	February 28, 2030
Mag. Marie-Valerie Brunner	October 30, 2031

2.2 Current Shareholder Structure of the Bidder

2.2.1 Share capital of the Bidder

As of the Offer Date, the Bidder's share capital amounts to EUR 1,003,265,844.05 and is divided into 328,939,621 bearer voting Ordinary Shares, of which 517,256 were treasury Shares, meaning that as of April 22, 2026, 328,422,365 Shares were outstanding. The Bidder's Ordinary Shares are admitted to trading on the Prime Market, a regulated market of Wiener Börse AG, under ISIN AT0000606306.

2.2.2 Shareholder Structure of the Bidder

The following table shows the major shareholders of the Bidder as of April 22, 2026:

Shareholder	**Number of Shares**	**Voting rights in %**	**Share capital (%)**
Free float	127,200,207	38.73%	38.67%
RLB NÖ-Wien Sektorbeteiligungs GmbH	73,159,257	22.28%	22.24%
Raiffeisen-Landesbank Steiermark AG	32,744,831	9.97%	9.95%
RLB OÖ Sektorholding GmbH	31,294,657	9.53%	9.51%
Raiffeisen-Landesbank Tirol AG	12,062,929	3.67%	3.67%
Agroconsult Austria GmbH	11,971,622	3.65%	3.64%
Raiffeisenlandesbank Burgenland and Audit Association eGen	9,698,652	2.95%	2.95%
Raiffeisen Landesbank Kärnten and Audit Association eGen	9,590,150	2.92%	2.92%
Raiffeisen Landesbank Vorarlberg with Revisi-onsverband eGen	9,588,794	2.92%	2.92%
RAIFFEISENLANDESBANK NIEDERÖS-TERREICH-WIEN AG	9,075,649	2.76%	2.76%
RLB Verwaltungs GmbH	2,035,302	0.62%	0.62%
Raiffeisenverband Salzburg eGen	315	0.00%	0.00%
Treasury Shares	517,256	-	0.16%
Total	**328,939,621**	**100.00%**	**100.00%**

2.2.3 Legal Entities Acting in Concert with the Bidder

According to Section 1(6) of the Austrian Takeover Act (ÜbG), legal entities acting in concert are natural or legal persons who cooperate with the Bidder on the basis of an agreement to acquire or exercise control over the target company, in particular through joint voting. If a legal entity holds a direct or indirect controlling interest (Section 22(2) and (3) of the Takeover Act) in one or more other legal entities, it is presumed that all such legal entities are acting in concert (**"Legal entities acting in concert**").

The ownership chart below illustrates the Bidder's ownership structure. As already set forth in the statement of the Takeover Commission dated August 26, 2016, regarding GZ 2016/2/3-26, the

- RAIFFEISENLANDESBANK NIEDERÖSTERREICH-WIEN AG, Vienna, FN 203160s;
- Raiffeisenlandesbank Oberösterreich Aktiengesellschaft, Linz, FN 247579 m;
- Raiffeisenlandesbank Burgenland und Revisionsverband eGen, Eisenstadt, FN 121834 v;
- Raiffeisenlandesbank Kärnten und Revisionsverband eGen, Klagenfurt, FN 116094 b;
- Raiffeisenverband Salzburg eGen, Salzburg, FN 38219 f;
- Raiffeisen-Landesbank Steiermark AG, Graz, FN 264700 s;
- Raiffeisen-Landesbank Tirol AG, Innsbruck, FN 223624 i;
- and Raiffeisenlandesbank Vorarlberg mit Revisionsverband eGen, Bregenz, FN 63128 k

with respect to the Legal Entities Acting in Concert with the Bidder pursuant to § 1(6) of the Takeover Act (ÜbG).

Furthermore, the

- RLB NÖ-Wien Sektorbeteiligungs GmbH, Vienna, FN 226242 i;
- RLB OÖ Sektorholding GmbH, Linz, FN 318734 b;
- Agroconsult Austria Gesellschaft m.b.H., Salzburg, FN 68494 b;
- and RLB Verwaltungs GmbH, Klagenfurt, FN 94636 x

in relation to the Legal Entities Acting in Concert with the Bidder pursuant to Section 1(6) of the Takeover Act (ÜbG).

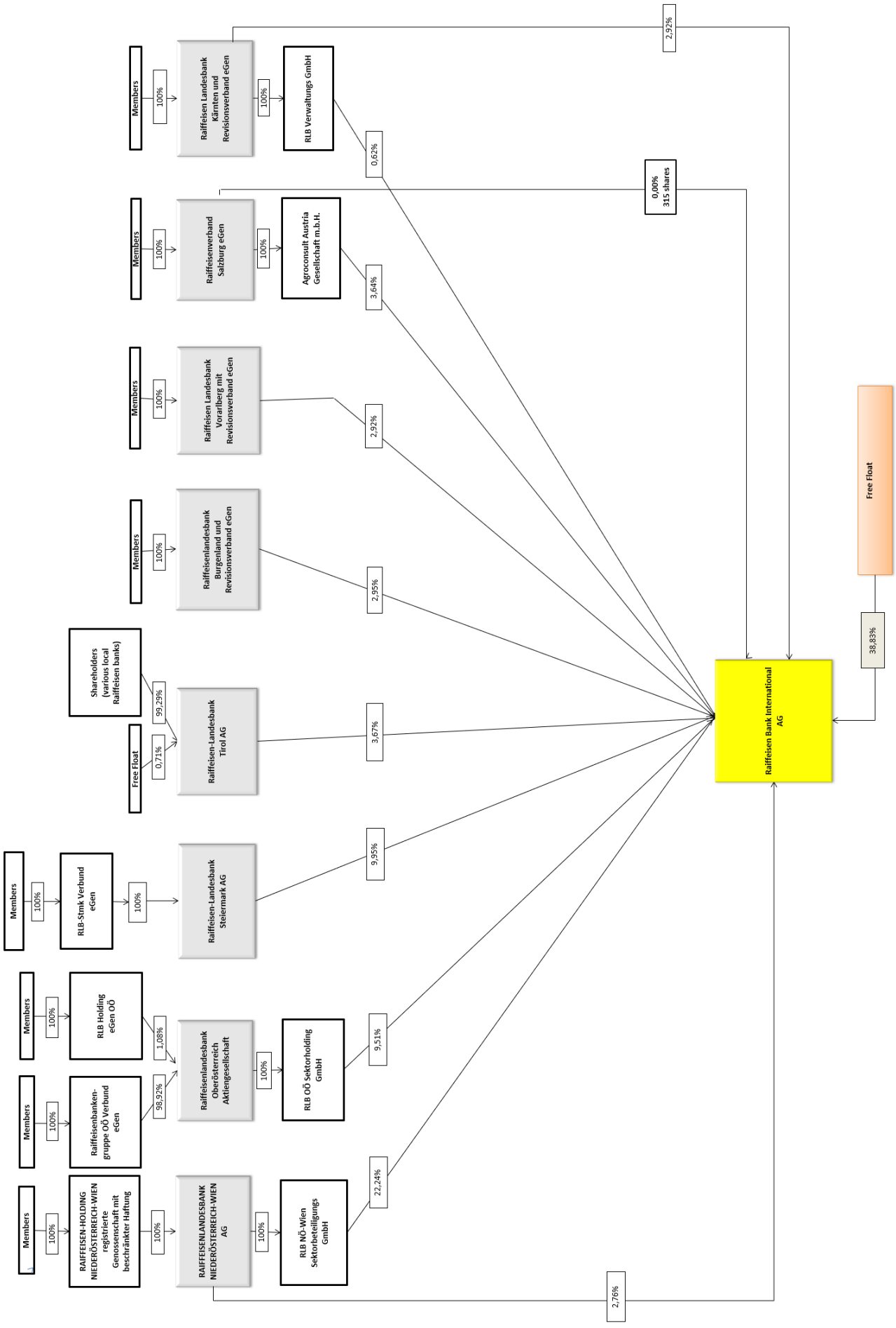
Based on the transaction agreement concluded between the Bidder and Alta Group d.o.o., headquartered in Belgrade, Serbia (**"Alta Group**"), on 8 May 2026, and the planned Carve-Out (see Section 6.4), Alta Group and its subsidiaries are Legal Entities Acting in Concert with the Bidder pursuant to Section 1(6) of the Takeover Act. Mr. Davor Macura, who holds both Serbian and Croatian citizenship, is the beneficial owner of Alta Group and holds 100% of the Shares in Alta Group. In addition to this holding, Mr. Macura also holds interests in companies in the real estate industry, the financial services sector, and other industries.

Alta Group is an e-money institution licensed by the National Bank of Serbia that offers comprehensive payment services, including deposits and withdrawals, money transfers, credit coverage for payment transactions, and the issuance and acceptance of payment instruments. In addition, Alta Group is registered as a currency exchange office and authorized to conduct foreign exchange transactions.

Alta Group owns 100% of the shares in Alta Banka AD Beograd, a regulated Serbian bank offering services to corporate and retail customers. It also holds stakes in ALTA GOLD DOO (jewelry manufacturing), PROCOOPAC DOO (construction), and ALTA GROUP DOOEL Skopje (financial services in North Macedonia).

Alta Banka AD Beograd owns the North Macedonian bank ALTA BANKA AD Bitola as well as the financial leasing company ALTA LEASING DOO BEOGRAD.

This document is a non-binding English language working translation for information purposes. The only binding document is the German language offer document published on May 14, 2026, including the German language amendment to the voluntary public takeover offer published on July 10, 2026



In this context, the Bidder refers to Section 7(12) of the Takeover Act, pursuant to which detailed information regarding legal entities acting in concert may be omitted if such entities are not relevant to the shareholders' decision.

Pursuant to Section 1(6) of the Takeover Act, all legal entities directly or indirectly controlled by the Bidder would be presumed to be acting in concert. However, information regarding these legal entities would not be relevant to the decision on whether to accept the Offer. For clarification, it is noted that RBI is the sole Bidder.

2.2.4 Shareholdings of the Bidder and Legal Entities Acting in Concert in the Target Company as of the Date of Publication of the Offer Document

As a systematic internalizer pursuant to Article 14 of MiFIR (EU No. 600/2014, as consolidated on November 23, 2025), on January 30, 2026, the Bidder executed four off-exchange purchase transactions involving a total of 314 Ordinary Shares in the Target Company with a value of EUR 7,891.30 (seven thousand eight hundred ninety-one euros and thirty cents) as part of its proprietary trading and therefore holds positions in its trading book as of the offer date relating to a total of 314 Ordinary Shares in the Target Company. The Bidder does not hold any other Shares in the Target Company nor does it hold any other rights that would entitle it to acquire Shares in the Target Company.

Alta Group, acting in concert with the Bidder, holds 1,878,167 Ordinary Shares (**"Alta Direct Holding**") in the Target Company.

Furthermore, according to the latest shareholding notification dated July 3, 2025 (available at: https://www.addiko.com/static/uploads/20250703-major-holdings-de-notification-data-1.pdf), Alta Group has concluded a total of four share purchase agreements covering a total of 3,891,982 Ordinary Shares, corresponding to 3,891,982 voting rights and 19.96% of the Target Company's Share Capital. According to information provided by Alta Group, these share purchase agreements are subject to the following conditions precedent: (i) approval by all relevant regulatory authorities; (ii) unconditional approval by all relevant merger control authorities; (iii) the Shares being sold are not subject to any trading restrictions imposed by a competent government authority at the time all other conditions are fulfilled; and (iv) none of the parties has received, at the time all other conditions are fulfilled, an order or other decision from a government authority prohibiting the transfer of the Shares to the purchaser that is still in effect (see also the notes on the shareholder structure under 2.4). The purchase price per Addiko Share is below the offer price in all four share purchase agreements.

The conditions precedent for the transfer of the 3,891,982 Ordinary Shares have not yet been satisfied in any of these share purchase agreements. Alta Group has therefore not become the owner of these Ordinary Shares and, according to the information available to the Bidder, does not have any rights to issue instructions regarding the exercise of voting rights or voting proxies that would entitle Alta Group to exercise the voting rights attached to these Ordinary Shares. For the purposes of presentation in this Offer Document, the Bidder assumes that the 3,891,982 Ordinary Shares of Alta Group are not attributable under takeover law.

2.2.5 Significant Legal Relationships with the Target Company

There are no personnel ties or other material legal relationships between the Bidder and the Target Company.

2.3 Target Company

Addiko is a stock corporation under Austrian law, with its registered office in Vienna and its business address at Canetti Tower, Canettistraße 5/12th Floor, 1100 Vienna, Austria, registered in the Commercial Register of the Vienna Commercial Court under FN 350921 k. As of the Offer Date, Addiko's Share Capital amounts to EUR 195,000,000 (one hundred ninety-five million euros) (**"Share Capital**") and is divided into 19,500,000 (nineteen million five hundred thousand) no-par value bearer Shares. The Ordinary Shares are admitted to trading on the Official Market (Standard Market Auction), a regulated market of Wiener Börse AG, under ISIN AT000ADDIKO0. For clarification, it is noted that as of April 1, 2026, the Shares have been listed in the Standard Market Auction segment due to a segment change, and were previously (until March 31, 2026) listed in the Prime Market segment.

At the Target Company's last annual general meeting on April 20, 2026, it was announced that the Target Company holds 212,858 (two hundred twelve thousand eight hundred fifty-eight) treasury Shares.

The Addiko Group is a specialized banking group that provides banking products and services to consumers and small and medium-sized enterprises (SMEs) in Central and Southeastern Europe (CSEE). The Group consists of Addiko, the Austrian parent bank headquartered in Vienna (Austria), which is listed on the Vienna Stock Exchange and supervised by the Austrian Financial Market Authority and the European Central Bank as a licensed credit institution, and six subsidiary banks that are registered, licensed, and operating in five CSEE countries: Croatia, Slovenia, Bosnia and Herzegovina (where the Addiko Group has two subsidiary banks), Serbia, and Montenegro. Through its six subsidiary banks, the Addiko Group serves approximately 0.9 million customers in the CSEE region via a well-distributed network of approximately 155 branches as well as modern digital banking channels. Further information about Addiko can be found on its website (www.addiko.com), which is not part of this document.

Addiko's Management Board consists of four members: Herbert Juranek (CEO), Tadej Krašovec (CRO), Ganesh Krishnamoorthi (CMO/CIO), and Edgar Flaggl (CFO). The term of office of Mr. Herbert Juranek (CEO) ends on December 31, 2027. The terms of office of Mr. Edgar Flaggl (CFO) and Mr. Tadej Krašovec (CRO) end on June 30, 2028. The term of office of Mr. Ganesh Krishnamoorthi ends on December 31, 2028.

2.4 Current Shareholder Structure of the Target Company

As of the Trading Day immediately preceding the filing of this Offer Document with the ÜbK, the shareholder structure of the Target Company is as follows, based on publicly available data and disclosures pursuant to Section 135 of the Stock Exchange Act:

Shareholder	**Number of Shares**	**Voting rights in %**	**Share capital in %**
S-Quad Handels- und Beteiligungs GmbH	1,948,047	10.10%	9.99%
Gorenjska Banka, AIK Banka (AikGroup (CY) Ltd., formerly Agri Europe Cyprus)	1,889,066	9.79%	9.69%
Alta Group*	1,878,167	9.74%	9.63%
European Bank for Reconstruction and Development (EBRD)	1,638,443	8.50%	8.40%
Dr. Jelitzka + Partner Real Estate Consulting and Management GmbH**	1,342,175	6.96%	6.88%
WINEGG Real Estate, LLC***	1,312,231	6.80%	6.73%
Wellington Management Group LLP	1,058,554	5.49%	5.43%
Brandes Investment Partners, L.P.	988,253	5.12%	5.07%
Management Board and Supervisory Board of the Target Company	290,321	1.51%	1.49%
Other shareholders	6,941,885	35.99%	35.60%
Treasury Shares	212,858	-	1.09%
Total	**19,500,000**	**100.00%**	**100.00%**

* Plus financial instruments relating to 3,891,982 Ordinary Shares, representing 19.96% of the Share Capital (see shareholding notification dated July 3, 2025, available at: https://www.addiko.com/static/uploads/20250703-major-holdings-de-notification-data-1.pdf).

** Dr. Jelitzka + Partner Gesellschaft für Immobilienberatung und -verwertung GmbH sold 1,342,175 Ordinary Shares to Alta Group pursuant to the share purchase agreement dated March 29, 2024, which was concluded subject to conditions precedent. Since the share purchase agreement was concluded subject to conditions and the conditions precedent have not yet been met, the sale has not yet taken effect (see disclosure of shareholding dated April 3, 2024, available at: https://www.addiko.com/static/uploads/20240402-major-holdings-de-notification-data-1-corr.pdf).

*** WINEGG Realitäten GmbH sold 1,312,231 Ordinary Shares to Alta Group under the share purchase agreement dated March 28, 2024, which was concluded subject to conditions precedent. Since the share purchase agreement was concluded subject to conditions and the conditions precedent have not yet been met, the sale has not yet taken effect (see shareholding notification dated April 3, 2024, available at: https://www.addiko.com/static/uploads/20240403-major-holdings-de-notification-data-1-WINEGG-28032024-corr.pdf).

For clarification, it is noted that the shareholder Alta Group, as evidenced by the most recent notification of shareholding dated July 3, 2025 (available at: https://www.addiko.com/static/uploads/20250703-major-holdings-de-notification-data-1.pdf), has concluded a total of four share purchase agreements subject to conditions precedent covering a total of 3,891,982 Ordinary Shares, corresponding to 3,891,982 voting rights and 19.96% of the Target Company's Share Capital. The conditions precedent have not yet been satisfied.

3. PUBLIC TAKEOVER OFFER

The Bidder intends to acquire all issued and outstanding Shares of the Target Company—excluding the treasury Shares held by the Target Company—through this Takeover Offer. A voluntary public Takeover Offer to acquire control over their Shares is therefore being made to the Shareholders of Addiko. Shareholders may accept the Takeover Offer in accordance with the provisions of this Offer Document with respect to all or only a portion of their Shares.

3.1 Subject of the Offer: Addiko's Ordinary Shares

The Offer is directed toward the acquisition of all issued and outstanding Ordinary Shares of Addiko that are admitted to trading on the official market of the Vienna Stock Exchange (ISIN AT000ADDIKO0) and that are not owned by the Bidder, excluding Addiko's treasury Shares (the "**Offer Shares**"). Each Ordinary Share represents a *pro rata* nominal amount of EUR 10.00 (ten euros) of Addiko's total Share Capital. As of the date of publication of this Offer Document, Addiko holds 212,858 (two hundred twelve thousand eight hundred fifty-eight) treasury Shares. As of the date of submission of this Offer Document to the ÜbK, these represent 1.09% (one point zero nine percent) of Addiko's Share Capital. The treasury Shares are expressly excluded from the Offer.

The Bidder holds 314 Ordinary Shares of the Target Company.

Due to the planned Carve-Out (see Section 6.4), Alta Group is a Legal Entity Acting in Concert with the Bidder and holds—as detailed in 2.2.4 —1,878,167 Ordinary Shares in the Target Company.

Even though the 1,878,167 Ordinary Shares held by Alta Group were not to be included in the present Offer pursuant to the provisions of the Austrian Takeover Act (ÜbG), the Bidder voluntarily includes these Ordinary Shares in the present Offer, so that the Offer relates in total to the acquisition of 19,286,828 Ordinary Shares of the Target Company and thus **the Offer Shares amount to 19,286,828 Ordinary Shares**.

3.2 Offer Price

Subject to the terms and conditions of this Offer, the Bidder offers to purchase Addiko Shares at a price of EUR 26.50 (twenty-six euros and fifty cents) per Addiko Share, *cum* dividend for the fiscal year 2025 (and, for clarity, any other dividend resolved by the Target Company following the announcement of this Offer) (the "Offer Price"); thus, any dividend for the fiscal year 2025 is payable to the Bidder. It is noted that Addiko has suspended the dividend distribution for the fiscal years 2024 and 2025 in accordance with supervisory expectations and regulatory requirements.

Consequently, the Offer Price per Share will be reduced by the amount of any dividend per Addiko share declared between the announcement of the Offer and Settlement, provided that Settlement of the Offer occurs after the relevant record date for such a dividend. Example: If Addiko's Annual General Meeting resolves to pay a dividend of EUR 1.00 (one euro) per Share to Addiko Shareholders, and the relevant record date precedes Settlement, each Shareholder who tendered Offer Shares would receive an Offer Price reduced by EUR 1.00 (one euro), i.e., EUR 25.50 (twenty-five euros and fifty cents) per Offer Share.

3.3 Determination of the Consideration

Pursuant to Section 26(1) of the Austrian Takeover Act (ÜbG), the price per Addiko Share in a voluntary public takeover bid to acquire control pursuant to Section 25a of the Austrian Takeover Act (ÜbG) must be at least equal to the average market price ("VWAP") of the Addiko Share during the last six months prior to the day on which the intention to make an offer was announced (the **"Reference Period I**").

The VWAP during Reference Period I, i.e., from October 8, 2025 (the eighth of October two thousand twenty-five) through April 7, 2026 (the seventh of April two thousand twenty-six), is EUR 23.04 (twenty-three euros and four cents).

The Offer Price of EUR 26.50 (twenty-six euros and fifty cents) per Addiko Share therefore corresponds to the VWAP during Reference Period I, with a premium of EUR 3.46 (three euros and forty-six cents).

Furthermore, pursuant to Section 26(1) of the Austrian Takeover Act (ÜbG), the price of a voluntary offer to acquire control under Section 25a of the ÜbG may not be lower than the highest consideration in cash granted or agreed upon by the Bidder or by a legal entity acting in concert with it for Addiko Shares within the last twelve months prior to the announcement of the offer (the **"Reference Period II**"). The same applies with respect to consideration for Addiko Shares that the Bidder or a Legal Entity Acting in Concert with it is entitled or obligated to acquire in the future.

As a systematic internalizer pursuant to Article 14 of MiFIR (EU No. 600/2014, as consolidated on November 23, 2025), the Bidder executed four off-exchange purchase transactions on January 30, 2026, concerning a total of 314 Ordinary Shares in the Target Company with a value of EUR 7,891.30 (seven thousand eight hundred ninety-one euros and thirty cents) as part of its proprietary trading and therefore holds positions in its trading book relating to a total of 314 Ordinary Shares in the Target Company. Specifically, on January 30, 2026, the Bidder (i) purchased 196 Ordinary Shares at a Share price of EUR 25.70 (twenty-five euros and seventy cents), (ii) purchased one Ordinary Share at a Share price of EUR 25.60 (twenty-five euros and sixty cents), (iii) 106 Ordinary Shares at a Share price of EUR 24.10 (twenty-four euros and ten cents), and (iv) 11 Ordinary Shares at a Share price of EUR 24.90 (twenty-four euros and ninety cents). Due to its classification in the trading book pursuant to Article 4(1)(86) of the Capital Requirements Regulation (EU No. 575/2013, as consolidated on January 1, 2026), this acquisition is privileged under Section 16(4)(1)(a) of the Takeover Act and, in conjunction with Section 26(4a) of the Austrian Takeover Act (ÜbG), it is not to be used as a price floor for pricing purposes.

Neither the Bidder nor any legal entity acting in concert with it acquired Shares of the Target Company during Reference Period II or agreed to such an acquisition to which the exception under Section 26(4a) in conjunction with Section 16(4)(1)(a) of the Takeover Act does not apply.

Therefore, with respect to the Addiko Shares—as described above—the VWAP in Reference Period I is decisive for the calculation of the minimum offer price pursuant to § 26(1) of the Austrian Takeover Act (ÜbG).

3.4 Offer Consideration in Relation to Historical Prices

The following table shows the VWAP for the last 3 (three), 6 (six), 12 (twelve), 24 (twenty-four), and 48 (forty-eight) calendar months prior to the date of the announcement of intent to make the subject Takeover Offer, i.e., April 7, 2026 (seventh of April two thousand twenty-six):

		3 months[1]	**6 months**[2]	**12 months**[3]	**24 months**[4]	**48 months**[5]
May 14, 2026	VWAP	25.70	23.04	21.76	19.76	15.96
	Premium (offer price minus VWAP)	3.11%	15.02%	21.78%	34.11%	66.04%
	ADTV (TEUR)	3,204	3,779	3,569	13,539	16,089

[1] Calculation period: January 8, 2026, through April 7, 2026.

[2] Calculation period: October 8, 2025, to April 7, 2026.

[3] Calculation period: April 8, 2025, to April 7, 2026.

[4] Calculation period: April 8, 2024, to April 7, 2026.

[5] Calculation period: April 8, 2022, to April 7, 2026.

3.5 Valuation of the Target Company

Prior to announcing its intention to make a takeover bid on April 8, 2026, the Bidder commissioned Ernst & Young Wirtschaftsprüfungsgesellschaft m.b.H. to perform a business valuation of the Target Company in order to determine the Offer Price for the Addiko Shares. This business valuation was performed in accordance with the methodological principles of the recognized expert opinion of the Expert Committee for Business Administration and Organization of the Chamber of Tax Advisors and Auditors on Business Valuation (KFS/BW 1) by Ernst & Young Wirtschaftsprüfungsgesellschaft m.b.H., using exclusively publicly available data and the Target Company's consolidated financial statements as of December 31, 2025, as well as the individual financial statements of the Subsidiaries as of December 31, 2024. The final version of the business valuation was issued on April 23, 2026. The Offer Price exceeds the valuation range of EUR 18.30 to EUR 20.20 determined in this business valuation, as well as the calculated median value of EUR 19.25 for the equity value per Share. For the sake of clarity, it is noted that this business valuation does not constitute a comprehensive business valuation in accordance with KFS/BW 1, particularly since there was no access to internal information or the management of the Target Company, no corresponding specific

future projections based on internal plans could be used as a basis, and therefore the informative value may be reduced compared to a comprehensive business valuation.

The Bidder has also conducted an assessment of Addiko's value based on publicly available key figures and information and using recognized valuation methods. Among other things, it has made a comparison with valuations in the peer group (taking into account profitability) that were paid for the unaffected Share price in past public takeover bids for comparable listed European banks. The Offer Price takes into account the statutory requirements regarding the minimum price and is based on the market price performance of Addiko Shares.

3.6 Financial Key Figures and Current Performance of the Target Company

Key financial ratios from the Target Company's last four (4) consolidated financial statements prepared in accordance with IFRS are as follows:

Key figure	**2022[1]**	**2023[2]**	**2024[3]**	**2025[4]**
Loans and receivables from customers (in EURm)	3,292.7	3,489.2	3,506.4	3,676.6
Total assets (in EURm)	5,996.4	6,151.5	6,408.9	6,419.5
Customer deposits (in EURm)	4,959.6	5,032.6	5,290.0	5,252.8
Equity (in EURm)	746.3	801.1	839.5	898.5
Net income after taxes (in EURm)	25.7	41.1	45.4	44.0
Cost-to-income ratio	67.5%	60.5%	60.9%	61.7%
Return on equity	3.4%	5.5%	5.7%	5.2%
Earnings per Share (EPS) (in EUR)	1.32	2.12	2.35	2.28
NPE ratio	2.4%	2.0%	2.9%	2.5%
Loan-to-deposit ratio	66.4%	69.3%	66.3%	70.0%
Minimum liquidity ratio	307.4%	313.4%	363.2%	304.4%
Common Equity Tier 1 (CET1) ratio	20%	20.4%	22%	22.4%
Book value per outstanding Addiko Share (in EUR)	38.34	41.44	43.53	46.59

[1] Source: Target Company's 2022 Consolidated Annual Report; available at https://www.addiko.com/static/uploads/Addiko-Group-Consolidated-Financial-Report-2022-DE-1.pdf.

[2] Source: Target Company's 2023 Consolidated Annual Report; available at: https://www.addiko.com/static/uploads/Addiko-Group-Consolidated-Financial-Report-2023-DE-1.pdf.

[3] Source: 2024 Consolidated Annual Report of the Target Company; available at: https://www.addiko.com/static/uploads/Addiko-Group-Consolidated-Financial-Report-2024-DE-1.pdf.

[4] Source: 2025 Consolidated Annual Report of the Target Company; available at: https://www.addiko.com/static/uploads/Addiko-Group-Consolidated-Financial-Report-2025-DE-1.pdf.

The following table shows the annual high and low closing prices of the Addiko Share in Official Trading (Standard Market Auction[5]) on the Vienna Stock Exchange (in EUR):

Price	**2021**	**2022**	**2023**	**2024**	**2025**	**2026[6]**
High	15.75	14.45	15.10	21.60	23.50	29.00

Low	8.75	10.10	11.90	13.30	17.90	22.30

[5] For clarification, it is noted that as of April 1, 2026, the security is listed in the Standard Market Auction segment due to a segment change, and was previously (until March 31, 2026) listed in the Prime Market segment.

[6] Through May 13, 2026

Prior to May 14, 2026, analysts' estimates of the one-year price targets (forecasts of future performance) for the Target Company's Shares were as follows:

Institution	**Price Target in EUR**	**Recommendation**	**Last Update**
Erste Group	-	Under review	March 5, 2026
Keefe, Bruyette & Woods (KBW)	26.60	currently suspended[7]	March 5, 2026

[7] Date of suspension: April 10, 2026.

Further information about Addiko is available on the Target Company's website at www.addiko.at. The information about the Target Company available on this website does not form part of this Offer Document.

3.7 Equal Treatment and Additional Payment

3.7.1 Equal Treatment and General Provisions

The Bidder confirms that the consideration is the same for all Addiko Shareholders.

Neither the Bidder nor any legal entity acting in concert with the Bidder has, with the exception of acquisitions not to be taken into account pursuant to Section 16(4)(1)(a) of the Austrian Takeover Act (see Section 3.3 above), acquired Addiko Ordinary Shares at a price higher than EUR 26.50 (twenty-six euros and fifty cents) per Share, nor have they agreed to acquire Ordinary Shares at a higher price.

The Bidder and the legal entities acting in concert with it may not, until the end of the Grace Period (Section 19(3) of the Takeover Act), make any legal declarations aimed at the acquisition of Shares on terms more favorable than those set forth in this Offer, unless the Bidder improves the Offer or the Takeover Commission grants an exception for good cause.

If the Bidder or a legal entity acting in concert with it nevertheless issues a declaration to acquire Shares on terms more favorable than those specified in this Offer, these more favorable terms shall also apply to all other Addiko Shareholders, even if they have already accepted this Offer.

Any improvement to this Offer also applies to those Shareholders who have already accepted this Offer at the time of the improvement.

To the extent that the Bidder or a legal entity acting in concert with it acquires Addiko Shares during the Acceptance Period or the Grace Period, but outside the scope of this Offer, these transactions shall be published immediately in accordance with the applicable provisions of Austrian law, stating the number of Addiko Shares acquired or to be acquired as well as the consideration granted or agreed upon.

3.7.2 Additional Payment Pursuant to Section 16(7) of the Austrian Takeover Act

If the Bidder or legal entities acting in concert with it acquire Addiko Shares within nine months after the expiration of the Grace Period and a higher consideration than the Offer Price is granted or agreed upon for this, the Bidder is obligated, in accordance with § 16(7) of the Austrian Takeover Act (ÜbG), to pay the difference to all Addiko Shareholders who have accepted the Offer. This does not apply if the Bidder or legal entities acting in concert with it acquire Addiko Shares in connection with a capital increase in exercise of a statutory subscription right, or in the event that a higher consideration is provided in the course of proceedings under the Shareholder Exclusion Act (Squeeze-Out).

If the Bidder resells a controlling interest in the Target Company within nine months after the expiration of the Grace Period, an additional payment in the amount of the pro-rata capital gain must also be made to the Shareholders who accepted the Offer, in accordance with § 16(7) of the Austrian Takeover Act (ÜbG).

The Bidder will immediately announce the occurrence of a trigger event. The Bidder will arrange for the settlement of the additional payment at its own expense through the Payment and Settlement Agent within ten Trading Days of such announcement. If the trigger event does not occur within the nine-month period, the Bidder will submit a corresponding statement to the Takeover Commission. The Bidder's expert will review this notice and confirm its contents.

3.7.3 Carve-Out Additional Payment

In the event of a sale of all or individual Carve-Out Subsidiaries by Addiko pursuant to the Carve-Out SPA, this may give rise to a contractual additional payment obligation to those Addiko Shareholders who have accepted the Offer (so-called Carve-Out Additional Payment). Whether a Carve-Out Additional Payment is to be made, and the amount thereof, depends, among other things, on the amount of the realized and received proceeds from the sale. **For details, see the explanations under Section 6.4.**

4. CLOSING CONDITIONS

4.1 Closing Conditions

This Offer is subject to the following conditions precedent (**"Closing Conditions**"):

4.1.1 Minimum Acceptance Threshold

This Offer is conditional upon the Bidder receiving, by the expiration of the Acceptance Period, Declaration of Acceptance representing in total more than 55% (fifty-five percent) of all 19,286,828 (nineteen million two hundred eighty-six thousand eight hundred twenty-eight) Addiko Shares subject to the Offer, thus comprising more than 10,607,756 (ten million six hundred seven thousand seven hundred fifty-six) Addiko Shares. For clarity, it is noted that the 1,878,167 Ordinary Shares held by Alta Group, are taken into account when determining the minimum acceptance rate. If the Bidder acquires Addiko Shares concurrently with the Offer, such acquisitions shall also be added in determining the minimum acceptance ratio in accordance with Section 25a(2) of the Austrian Takeover Act (ÜbG).

The Bidder will immediately announce the fulfillment or non-fulfillment of this Condition Precedent—as well as the other Conditions set forth in this Offer Document—in the publication media specified in this Offer Document.

Pursuant to Section 25a(2) of the Austrian Takeover Act (ÜbG), voluntary offers to acquire control, such as the present Offer, are also subject to the statutory condition that the Bidder must receive declarations of acceptance covering more than 50% of the Ordinary Shares subject to the Offer. This is also referred to as the "**Market Test**." To determine the number of Shares subject to the Offer as the benchmark for the Market Test, the 1,878,167 Ordinary Shares held by Alta Group must be excluded in addition to the Target Company's treasury Shares and the 314 Shares owned by the Bidder as of the Offer date because Alta Group is considered a legal entity acting in concert with the Bidder. Thus, 17,408,661 Ordinary Shares are deemed to be subject to the Offer for the purposes of the Market Test (the **"Market Test-Relevant Offer Shares**"). The Market Test is deemed to have been passed if the Bidder receives Declarations of Acceptance regarding at least 8,704,331 Ordinary Shares (excluding Declarations of Acceptance regarding the 1,878,167 Ordinary Shares held by Alta Group or parts thereof). The acceptance threshold for the Market Test is below the minimum acceptance rate of more than 55% of all 19,286,828 (nineteen million two hundred eighty-six thousand eight hundred twenty-eight) Addiko Shares subject to the Offer (corresponding to more than 10,607,756 Ordinary Shares, including Shares from the 1,878,167 Ordinary Shares held by Alta Group). With the fulfillment of the acceptance condition set by the Bidder, the statutory acceptance condition pursuant to Section 25a(2) of the Austrian Takeover Act (ÜbG) is therefore satisfied in any event, and the Market Test has been passed.

4.1.2 Antitrust Clearances

By May 14, 2027, at the latest, (a) the subject transaction has been approved by the competent antitrust authorities in Austria, Slovenia, Croatia, Serbia, Montenegro, Bosnia and Herzegovina, Ukraine, Kosovo, and Albania, in each case without any Material Conditions or obligations, or (b) all statutory waiting periods under the applicable law have expired without any approval or prohibition having been issued, with the result that the transaction is deemed approved under the relevant legal system, or (c) the respective antitrust authority has declared that it is not competent to review the matter.

"Material Conditions" or "**Conditions**" means Conditions and/or requirements imposed by a competent supervisory authority in connection with its respective banking supervisory and/or antitrust approval of the transaction under this Offer, and

(i) entail financial expenses, financing measures, liability declarations, capital measures, or losses totaling more than EUR 10,000,000 (ten million euros) for RBI and/or a direct or indirect affiliate of RBI and/or the Target Company, including its Subsidiaries; or

(ii) would result in a reduction in the Shares and/or voting rights held by RBI or one of its direct or indirect affiliates in a member of the RBI Group (including the Target Company and its Subsidiaries following the completion of this Offer), where such Shares have a book value of at least EUR 15,000,000 (fifteen million euros);

(iii) or involve an obligation to sell Shares in and/or assets of RBI, a direct or indirect affiliate of RBI, or the Target Company together with its Subsidiaries (excluding the Carve-Out) with a value of at least EUR 15,000,000 (fifteen million euros).

4.1.3 Banking Regulatory Approvals (Ownership Control Procedures)

By May 14, 2027, at the latest, the transaction in question has been approved by the competent banking supervisory authorities in Austria, Slovenia, Croatia, Serbia, Montenegro, and Bosnia and Herzegovina, or the statutory waiting periods have expired, with the result that the transaction is deemed approved without the express approval of the relevant authorities.

"Material Conditions" or "**Conditions**" are Conditions and/or requirements imposed by a competent supervisory authority in connection with its respective banking supervisory and/or antitrust approval of the transaction under this Offer, and

(i) entail financial expenses, financing measures, liability declarations, capital measures, or losses totaling more than EUR 10,000,000 (ten million euros) for RBI and/or a direct or indirect affiliate of RBI and/or the Target Company, including its Subsidiaries; or

(ii) would result in a reduction in the Shares and/or voting rights held by RBI or one of its direct or indirect affiliates in a member of the RBI Group (including the Target Company and its Subsidiaries following the completion of this Offer), where such Shares have a book value of at least EUR 15,000,000 (fifteen million euros);

(iii) or involve an obligation to sell Shares in and/or assets of RBI, a direct or indirect affiliate of RBI, or the Target Company together with its Subsidiaries (excluding the Carve-Out) with a value of at least EUR 15,000,000 (fifteen million euros).

4.1.4 No Material Adverse Change

During the period between the date of publication of this Offer Document and the end of the Acceptance Period, none of the following events has occurred:

(a) The Annual General Meeting of Addiko resolves on a measure for which a majority of 75% (seventy-five percent) or more of the votes cast is required (either by law or pursuant to Addiko's Articles of Association);

(b) Addiko's Share Capital is altered and/or Addiko's Annual General Meeting and/or Addiko's Management Board passes a resolution which, if implemented, would result in (i) a corresponding increase (including from internal funds) or reduction of Addiko's Share Capital and/or (ii) an issuance of rights or instruments entitling the holder to subscribe for such rights or instruments (subscription rights), in each case with the exception of the issuance of Shares pursuant to the "Authorized Contingent Capital 2023" as set forth in Section 6.a of Addiko's Articles of Association;

(c) Addiko or any of its Subsidiaries holding a banking license is insolvent, is threatened by a default or probable default within the meaning of Section 51 of the Austrian Banking Act (BaSAG), or is subject to liquidation or insolvency proceedings concerning its assets pursuant to applicable insolvency laws or the laws implementing the Directive on the Recovery and Resolution of Credit Institutions (Directive 2014/59/EU of the European Parliament and of the Council of May 15, 2014, as amended (BRRD));

(d) Addiko sells, agrees to sell, or grants an option to acquire (i) its entire current banking business, (ii) one of its Subsidiaries holding a banking license, or (iii) the entire banking business of a Subsidiary;

(e) A supervisory authority responsible for supervising Addiko or one of its Subsidiaries holding a banking license revokes the relevant company's current banking license(s) in the first instance;

(f) Addiko does not meet the regulatory capital requirements for Addiko on a stand-alone basis or at the group level, including total capital requirements (as well as Pillar 2 requirements and buffers), as determined by the most recent decision of the European Central Bank within the framework of the Supervisory Review and Evaluation Process (SREP) and the regulations of the competent supervisory authorities, for a period of more than one month, without the Management Board of Addiko having taken recovery or restructuring measures to restore compliance with the respective regulatory capital requirements within a further period of three months;

(g) The Target Company publishes—regardless of whether it is an ad hoc announcement or another official announcement by Addiko—a conviction or indictment regarding a Relevant Criminal Offense committed by a member of a management body or an executive of Addiko or a subsidiary of Addiko in their official or contractual capacity in connection with Addiko or a subsidiary of Addiko, whether under Austrian law or any other applicable law;

(h) The Target Company publishes—regardless of whether it is an ad hoc announcement or another official announcement by Addiko—a notice that it has fallen below the total capital ratio applicable to it;

(i) The existence of a decision by a competent authority or a court, or the publication of a notice by the Target Company (by way of an ad hoc announcement or another official announcement) regarding an order to initiate or open insolvency proceedings, supervisory proceedings, proceedings for the revocation of the license as a credit institution or CRR credit institution or comparable licenses in third countries, resolution proceedings or comparable proceedings in third countries, or the ordering of early intervention measures, in each case concerning the Target Company and/or a subsidiary.

4.2 Waiver, Fulfillment, and Non-Fulfillment of the Closing Conditions

The Bidder expressly reserves the right to waive the occurrence of individual Closing Conditions (or parts thereof) until the end of the Acceptance Period, to the extent permitted by law, with the effect that such conditions shall be deemed to have occurred. In particular, the Bidder reserves the right, until the end of the Acceptance Period, to waive the requirement that antitrust (Section 4.1.2) or regulatory (Section 4.1.3) approvals or clearances do not contain any Material Conditions or obligations.

This Offer is a voluntary public Offer to acquire control and is therefore subject to a statutory minimum acceptance rate of more than 50% (fifty percent) of the Addiko Shares with voting rights that are the subject of the Offer. The statutory minimum acceptance rate thus amounts to more than 50% (fifty percent) of the Market Test-Relevant Offer Shares. For clarity, it is noted that treasury Shares of the Target Company, Shares owned by the Bidder, and the 1,878,167 Ordinary Shares held by Alta Group are to be excluded from the calculation of the statutory minimum acceptance threshold with respect to the Market Test-Relevant Offer Shares (see Section 4.1.1). The statutory minimum acceptance threshold thus refers to the achievement of more than 50% (fifty percent) of the Market Test-Relevant Offer Shares, i.e., more than 50% (fifty percent) of 17,408,661 Addiko Shares. The Bidder voluntarily subjects the Offer to a slightly higher minimum acceptance threshold of more than 55% (fifty-five percent) of the Addiko Shares subject to the Offer (for clarification: excluding the Target Company's treasury Shares and Shares owned by the Bidder, and including the 1,878,167 Ordinary Shares held by Alta Group).

The Bidder will immediately announce the waiver of, or the occurrence or non-occurrence of, Closing Conditions in the publication media specified in this Offer Document (see Section 5.10). The Bidder will announce whether the Closing Conditions set forth in Section 4.1.1 and 4.1.4 have been satisfied no later than in the publication of the results. This Offer will become void if the Closing Conditions set forth in Section 4.1.1 to 4.1.4 have not been satisfied within the time periods specified in the respective Closing Conditions.

Notwithstanding any shorter time limits in the Closing Conditions set forth in Section 4.1.1 and 4.1.4, all Closing Conditions must be satisfied by no later than May 14, 2027 (Long Stop Date); otherwise, the Offer will become void.

5. ACCEPTANCE AND PROCESSING OF THE OFFER

5.1 Acceptance Period

This Offer may be accepted from May 14, 2026, through July 29, 2026, at 5:00 p.m. Vienna local time (the "**Acceptance Period**"). The Bidder reserves the right to extend the Acceptance Period to the extent permitted by law pursuant to Section 19(1)(d) of the Austrian Takeover Act (ÜbG).

5.2 Payment and Settlement Agent

The Bidder has appointed the relevant department of RBI as the Payment and Settlement Agent (the **"Payment and Settlement Agent**") to handle the settlement of the Offer, the receipt of acceptance notices, and the provision of consideration.

5.3 Acceptance of the Offer

Important: This Offer by Raiffeisen Bank International AG is a competing offer to the voluntary takeover offer published by Nova Ljubljanska Banka d.d. on 13 May 2026 (the "NLB-Offer"). Addiko Shareholders who accepted the NLB-Offer prior to publication of the amended RBI Offer on July 10, 2026, may withdraw their previous acceptance of the NLB-Offer no later than four Trading days before the expiry of the Acceptance Period, which has been extended until July 29, 2026, and tender their Addiko Shares in this voluntary public Takeover Offer made by RBI to acquire control.

Addiko Shareholders may accept the Offer only by declaring to the investment firm or financial institution with which the respective Addiko Shareholder maintains their securities account (the "**Custodian Bank**") their acceptance of the Offer for a precisely specified number of Addiko Shares, whereby the number of Addiko Shares must in any case be specified in the Declaration of Acceptance (the "**Declaration of Acceptance**").

The respective Custodian Bank will forward the Declarations of Acceptance, specifying the number of Declarations of Acceptance received as well as the total number of Addiko Shares covered by those Declarations of Acceptance that it received from its clients during the Acceptance Period, via the custody chain to OeKB CSD for forwarding to the Payment and Settlement Agent. The Custodian Bank will freeze the Addiko Shares with ISIN AT000ADDIKO0 submitted to it in the accepting Shareholder's account upon receipt of the Declaration of Acceptance of the Offer and, on the second Trading Day following the end of the Acceptance Period (July 31, 2026), remove them from the account in exchange for the entry of "**Addiko Shares submitted for sale to RBI**" and transfer them via the custody chain to OeKB CSD for forwarding to the Payment and Settlement Agent. Addiko Shares submitted for sale to RBI are marked with the ISIN AT0000A3TYD8. The same applies to Declarations of Acceptance that the Custodian Banks receive from their clients during the Grace Period, while the Custodian Banks will block the Addiko Shares submitted to them with the ISIN AT000ADDIKO0 in the accepting Shareholder's securities account upon receipt of the Declaration of Acceptance of the Offer and, on the second Trading Day following the end of the Grace Period (November 5, 2026), remove them from the account against the entry of "**Addiko Shares submitted for sale to RBI during the Grace Period**" and transfer them to the Payment and Settlement Agent as follows: Addiko Shares submitted for sale to RBI during the Grace Period will be marked with the ISIN AT0000A3TYE6.

If the Closing Conditions have not been met by the end of the Grace Period, RBI will instruct its relevant department, acting as the Payment and Settlement Agent, to apply to the Vienna Stock Exchange to have the Addiko Shares submitted for sale to RBI and the Addiko Shares submitted for sale to RBI during the Grace Period made separately tradable on the Vienna Stock Exchange, effective from the 4th (fourth) Trading Day following the end of the Grace Period up to and including the 3rd (third) Trading Day before the Settlement of the Offer (which, under certain circumstances, may also occur only after the end of the Grace Period) is completed.

Purchasers of the Addiko Shares (ISIN AT0000A3TYD8) tendered for sale to RBI and the Addiko Shares (ISIN AT0000A3TYE6) tendered for sale to RBI during the Grace Period assume all rights and obligations arising from the agreements resulting from the acceptance of the Offer for the respective Shares.

The Bidder notes that the trading volume and liquidity of the Addiko Shares (ISIN AT0000A3TYD8) and the Addiko Shares (ISIN AT0000A3TYE6) tendered for sale to RBI during the Grace Period depend on the actual acceptance rate and may therefore be nonexistent or exist only to a very limited extent and, moreover, may be subject to significant fluctuations. It cannot be ruled out that, in the absence of demand, it will be impossible to sell the Addiko Shares (ISIN AT0000A3TYD8) tendered for sale to RBI and the Addiko Shares (ISIN AT0000A3TYE6) tendered for sale to RBI during the Grace Period via the Vienna Stock Exchange. All Addiko Shares not tendered in the Offer will continue to be traded under the ticker symbol AT000ADDIKO0.

Acceptance of the Offer becomes effective upon receipt of the Declaration of Acceptance by the Custodian Bank and is deemed to have been made in a timely manner if (i) the Declaration of Acceptance is received by the Custodian Bank within the Acceptance Period and no later than the 2nd (second) Trading Day, 5:00 p.m. Vienna local time, and (ii) the Custodian Bank has forwarded the acceptance of the Offer, specifying the number of client orders placed as well as the total number of Addiko Shares covered by those Declarations of Acceptance received by the Custodian Bank during the Acceptance Period, via the custody chain to OeKB CSD, and the corresponding total number of Shares has been transferred to the Payment and Settlement Agent, specifying the corresponding total number of Addiko Shares. To the extent that Addiko Shareholders have accepted the Offer within the Grace Period, the provisions of the preceding paragraph apply mutatis mutandis, and acceptance of the Offer is deemed effective and timely if (i) the Declaration of Acceptance is received by the Custodian Bank within the Grace Period and, no later than the 2nd (second) Trading Day, 5:00 p.m. Vienna local time, following the expiration of the Grace Period, the transfer (de-registration of ISIN AT000ADDIKO0 and registration of the Addiko Shares with ISIN AT0000A3TYE6 submitted for sale to RBI during the Grace Period) has been completed, and (ii) the Custodian Bank has forwarded the acceptance of the Offer to OeKB CSD via the custody chain, specifying the number of client orders placed as well as the total number of Addiko Shares covered by the Declaration of Acceptance notices received by the Custodian Bank during the Grace Period, and has transmitted this information to the Payment and Settlement Agent, specifying the corresponding total number of Shares.

The Bidder recommends that Addiko Shareholders who wish to accept the Offer contact their Custodian Bank no later than 3 (three) Trading Days before the end of the Acceptance Period to ensure timely settlement. Custodian banks are requested to immediately notify the Payment and Settlement Agent of the Acceptance of this Offer via the custody chain. The Addiko Shares with ISIN AT000ADDIKO0 submitted to the Payment and Settlement Agent will be blocked from the time of receipt of the Declaration of Acceptance and cannot be traded. Provided that the Closing Conditions have not been met by the end of the Grace Period, RBI will, however, instruct its relevant department, acting as the Payment and Settlement Agent, to apply to the Vienna Stock Exchange to have the Addiko Shares submitted for sale to RBI and the Addiko Shares submitted for sale to RBI during the Grace Period made separately tradable on the Vienna Stock Exchange, effective from the 4th (fourth) Trading Day following the end of the Grace Period up to and including the 3rd (third) Trading Day before the Settlement of the Offer (which, under certain circumstances, may also occur only after the end of the Grace Period) is completed (see Section 5.3 , third and fourth paragraphs).

By submitting the Declaration of Acceptance, the Addiko Shareholder authorizes and instructs the Custodian Bank and any intermediary Custodian Banks to keep the Payment and Settlement Agent and the Bidder informed on an ongoing basis of the number of Addiko Shares submitted for sale to RBI and the number of Addiko Shares submitted for sale to RBI during the Grace Period.

If the Bidder (or a legal entity acting in concert with it) acquires Shares at a price higher than the Offer Price within a period of 9 (nine) months following the expiration of the Grace Period, the Bidder is obligated to pay the excess amount to all accepting Shareholders in accordance with Section 16(7) of the Austrian Takeover Act (ÜbG). A separate ISIN AT0000A3TYH9 **"Addiko Shares Submitted for Sale to RBI – Potential Additional** Payment" will be booked via the Custodian Banks upon Settlement of the Offer to enable the processing of any future additional payment.

5.4 Declarations by Shareholders

By accepting the Offer in accordance with Section 5.3 , each Shareholder simultaneously declares that:

(i) he accepts the Bidder's Offer to enter into a purchase agreement for the number of Shares specified in his Declaration of Acceptance in accordance with Section 5.5 and the remaining provisions of this Offer Document, and instructs and authorizes his Custodian Bank and the Payment and Settlement Agent to transfer the Shares specified in the Declaration of Acceptance in exchange for the ISIN AT0000A3TYD8 (Addiko Shares submitted for sale to RBI) or ISIN AT0000A3TYE6 (Addiko Shares submitted for sale to RBI during the Grace Period) based on the corresponding Declaration of Acceptance;

(ii) he instructs and authorizes his Custodian Bank to transfer, via OeKB CSD, the Shares tendered in respect of which he accepts the Offer to the depository of the Payment and Settlement Agent for the purpose of settling this Offer in accordance with this Offer Document;

(iii) he instructs and authorizes his Custodian Bank, in turn, to instruct and authorize the Payment and Settlement Agent to hold the Shares in respect of which he accepts the Offer on his behalf and then, upon payment of the respective Offer Price to the Payment and Settlement Agent, to transfer them to the Bidder and to transfer title thereto;

(iv) he authorizes and instructs the Payment and Settlement Agent to transfer his Addiko Shares submitted for sale to RBI, collectively with all other Addiko Shares submitted for sale to RBI, in each case including all rights associated therewith at the time of settlement, to the Bidder upon payment of the respective Offer Price to the Payment and Settlement Agent; the Payment and Settlement Agent will, for its part, forward the respective Offer Price to the Custodian Bank via OeKB CSD, and the Custodian Bank will credit the Offer Price attributable to the respective Addiko Shares submitted for sale to RBI to the Shareholder's securities account;

(v) he instructs and authorizes his Custodian Bank to remove the Shares submitted for sale and booked in his securities account in exchange for crediting the Offer Price;

(vi) he thereby agrees and accepts that, for the period beginning on the date of the transfer of the Addiko Shares specified in the Declaration of Acceptance under ISIN AT0000A3TYD8 (for the Addiko Shares submitted for sale to RBI) or ISIN AT0000A3TYE6 (for the Addiko Shares submitted for sale to RBI during the Grace Period) until the 4th (fourth) Trading Day following the end of the Grace Period, provided that the Vienna Stock Exchange, upon a request from the Payment and Settlement Agent, has made the Addiko Shares submitted for sale to RBI and the Addiko Shares submitted for sale to RBI during the Grace Period separately tradable on the Vienna Stock Exchange (see Section 5.3 , third paragraph), he will no longer be able to dispose of them;

(vii) he authorizes, instructs, and empowers his Custodian Bank and the Payment and Settlement Agent, with the express permission of self-dealing transactions under Austrian law, to take all necessary or appropriate actions to settle this Offer, as well as to make and accept declarations, in particular to effect the transfer of ownership of the Shares to the Bidder;

(viii) he instructs and authorizes his Custodian Bank and any intermediate custodians to instruct and authorize the Payment and Settlement Agent to provide information regarding the number of Shares tendered that correspond to ISIN AT0000A3TYD8 (for Addiko Shares submitted for sale to RBI) or ISIN AT0000A3TYE6 (for Addiko Shares submitted for sale to RBI during the Grace Period) and delivered to the Payment and Settlement Agent, to be transmitted to the Bidder on an ongoing basis .

The declarations, instructions, orders, and authorizations referred to in the preceding paragraphs (i) through (viii) are irrevocably issued in the interest of the smooth and expeditious execution of this Offer. They shall only become void if the purchase contract concluded upon acceptance of this Offer is legally validly rescinded in accordance with Section 5.9 or if this Offer becomes invalid in accordance with Section 4.2 .

5.5 Legal Consequences of Acceptance

Upon acceptance of this Offer, a conditional contract for the sale of the Addiko Shares submitted for sale to RBI or the Addiko Shares submitted for sale to RBI during the Grace Period is concluded between each accepting Shareholder and the Bidder, with the obligation to transfer such Addiko Shares to the Bidder in accordance with the provisions contained in this Offer Document. The contracts thus concluded between the Addiko Shareholders accepting the Offer and RBI are governed by Austrian law.

The conditional purchase agreements are aimed at the acquisition of the respective outstanding Addiko Shares by the Bidder.

Furthermore, by accepting this Offer, the accepting Shareholders irrevocably issue the instructions, orders, authorizations, and powers of attorney set forth under Section 5.4 of this Offer Document and make the declarations listed under that section of this Offer Document.

Upon fulfillment of the Closing Conditions, the respective purchase agreement becomes unconditional. The physical Settlement of the purchase agreement (**"Settlement**," whereby the first Settlement following the Acceptance Period is hereinafter referred to as **"Settlement I**" and the second Settlement following the Grace Period is hereinafter referred to as **"Settlement II**") shall take place upon fulfillment of the Closing Conditions, but no earlier than the Settlement pursuant to Section 5.6 . Upon transfer of ownership of the tendered Shares, all claims and other rights associated with them shall pass to the Bidder.

5.6 Payment and Settlement of the Offer

The Offer Price will be paid to Addiko Shareholders who have accepted the Offer no later than 10 (ten) Trading Days after the later of the following two dates: (i) the end of the Acceptance Period and (ii) the date on which the Offer becomes definitively binding without further conditions. Shareholders who accept the Offer only during the Grace Period pursuant to Section 19(3) of the Austrian Takeover Act (ÜbG) will receive the Offer Price no later than 10 (ten) Trading Days after the later of the following two dates: (i) the end of the Grace Period and (ii) the date on which the Offer becomes final and binding without further conditions. Provided that the Closing Conditions are met by the end of the Acceptance Period, Settlement I for the Addiko Shares tendered for sale to RBI would take place no later than August 12, 2026. If the Closing Conditions pursuant to Section 4.1 have not been met by the end of the Acceptance Period, the date of Settlement I will be postponed accordingly and will take place no later than 10 (ten) Trading Days after the Closing Conditions have been met.

To facilitate the technical processing of any potential additional payment, a separate ISIN AT0000A3TYH9 **"Addiko Shares Submitted for Sale to RBI – Potential Additional Payment**" will be booked via the Custodian Banks upon Settlement of the Offer. An additional payment will be made, as soon as an additional payment event has occurred, within 10 (ten) Trading Days of publication by the Bidder.

5.7 Grace Period

Provided that the Closing Conditions set forth in 4.1.1 and 4.1.4 are met by the end of the Acceptance Period, the Acceptance Period for all Shareholders who have not accepted this Offer within the Acceptance Period is extended by 3 (three) months from the announcement (publication) of the result (the "**Grace Period**"), in accordance with Section 19(3) of the Austrian Takeover Act (ÜbG).

The provisions and information contained in this Section 5 apply accordingly to the acceptance of this Offer during the Grace Period. Addiko Shares submitted during the Grace Period will be assigned a separate ISIN and designated as **"Addiko Shares submitted for sale to RBI during the Grace Period**" (ISIN AT0000A3TYE6).

Shareholders who accept the Offer only during the statutory Grace Period pursuant to Section 19(3) of the Austrian Takeover Act (ÜbG) will be paid the Offer Price no later than 10 (ten) Trading Days after the end of this Grace Period. Settlement will take place in accordance with

Section 5 . If the Closing Conditions pursuant to Section 4.1 are not met by the end of the Grace Period, the dates for Settlement I and Settlement II will be postponed accordingly, so that Settlement I and Settlement II take place no later than 10 (ten) Trading Days after the Closing Conditions are met.

Holders of Addiko Shares affected by an interim settlement will receive the Offer Price on the day of that interim settlement for those Shares for which they have submitted Declarations of Acceptance, on a cash-on-delivery basis upon transfer of the Shares.

5.8 Settlement Fees / Taxes

The Bidder will bear the costs and fees of the Custodian Banks directly related to the processing of this Offer, up to a maximum of EUR 8 (eight euros) per account. The Custodian Banks will therefore receive a one-time flat-rate fee of EUR 8 (eight euros) per account to cover any costs, including, but not limited to, client commissions, expenses, etc., and are requested to contact the Payment and Settlement Agent in this regard.

Neither the Bidder nor any legal entities acting in concert with the Bidder shall assume any liability toward a Shareholder or third party for any additional expenses, costs, taxes, legal transaction fees, or other similar charges or taxes incurred in connection with the acceptance and settlement of the Offer domestically or abroad. These are to be borne by the respective Shareholder.

Any taxes incurred in connection with the acceptance and settlement of the Offer must also be borne by the respective Shareholder. Shareholders of the Target Company are therefore advised to consult an independent tax advisor regarding the potential implications based on their individual tax situation before accepting this Offer.

5.9 Shareholders' Right to Withdraw Acceptance in the Event of Competing Offers

In the event that another competing offer is published during the Acceptance Period, Shareholders covered by the competing offer are entitled, pursuant to Section 17 of the Austrian Takeover Act (ÜbG), to revoke their previously submitted Declarations of Acceptance no later than 4 (four) Trading Days prior to the expiration of the original Acceptance Period (Section 19(1) of the Austrian Takeover Act) of this Offer.

As Nova Ljubljanska Banka d.d. published an amendment to its NLB-Offer on July 17, 2026, Addiko Shareholders who accepted the Bidder's Offer prior to July 17, 2026, are entitled to withdraw any declarations of acceptance already submitted up to and including 4 (four) Trading Days prior to the expiry of the Acceptance Period, which has been extended until July 29, 2026, i.e. until July 23, 2026, 5:00 p.m. (Vienna local time).

Addiko Shareholders who accepted the NLB-Offer prior to the publication of the amended Offer by RBI on July 10, 2026, may withdraw their previous declaration of acceptance up to and including four Trading Days prior to the expiry of the Acceptance Period, which has been extended until July 29, 2026, i.e. until July 23, 2026, and tender their Addiko Shares into this voluntary public Takeover Offer made by RBI for the acquisition of control.

The Shareholder must submit the notice of withdrawal to their Custodian Bank in accordance with the provisions of Section 5.3 . The respective Custodian Bank is required to forward the

notice of withdrawal immediately via the custody chain to OeKB CSD for onward transmission to the Payment and Settlement Agent.

Pursuant to Section 19(1c) of the Austrian Takeover Act (ÜbG), the Bidder expressly reserves the right to terminate the transaction and withdraw from this Offer if another Bidder submits a more favorable public offer for Shares of the Target Company. The Bidder may only withdraw if the Closing Conditions have not yet been fulfilled at the time of withdrawal.

5.10 Announcements and Publication of the Result

The result of this Offer will be published immediately after the expiration of the Acceptance Period as a notice on the Federal Electronic Announcement and Information Platform (EVI) (www.evi.gv.at) as well as on the websites of the Bidder (www.rbinternational.com), the Target Company (www.addiko.at), and the ÜbK (www.takeover.at).

The same applies to all other statements and announcements by the Bidder in connection with this Offer.

5.11 Representations by Shareholders

Each accepting Shareholder warrants with respect to the Shares tendered by him or her that, as of the date of acceptance of this Offer and as of Settlement:

(a) the accepting Shareholder has the necessary authority and capacity to accept this Offer and to fulfill his or her obligations thereunder;

(b) neither the Settlement of this Offer by the accepting Shareholder nor the fulfillment of the accepting Shareholder's obligations under this Offer conflicts with or violates any terms, conditions, or regulations to which the Shareholder is bound;

(c) the accepting Shareholder is the sole legal and beneficial owner of the tendered Shares and holds full and valid title thereto, free from any encumbrances or other third-party rights; and

(d) upon Settlement of this Offer, the Bidder acquires unencumbered ownership of the tendered Shares and all rights associated therewith, including active and unrestricted voting rights and dividend entitlement (including any dividend for the fiscal year 2025), provided that Settlement occurs prior to the respective record date for such dividend.

6. FUTURE INVESTMENT AND CORPORATE POLICY

6.1 Reasons for the Offer

The RBI Group has a strong position in its core markets in Central, Eastern, and Southern Europe. In recent years, RBI has been able to grow both organically and inorganically with its subsidiary banks. RBI looks back on a long history of successful acquisitions and integrations over the past decades. In recent years as well, RBI has successfully completed acquisitions in its core markets. In 2020, Equa Bank in the Czech Republic was acquired, and in 2021, Credit Agricole Srbija in Serbia. Both transactions enabled the RBI Group to expand its market share in the Czech Republic and Serbia. Finally, on March 28, 2026, the Bidder

announced that an agreement had been reached regarding the acquisition of Garanti BBVA Group Romania, and the closing of this transaction—which is subject, in particular, to regulatory approvals—is expected in the fourth quarter of 2026.

The acquisition of more than 55% of the shares in the Target Company subject to the Offer would allow the RBI Group to increase its market share in Croatia and improve its market position from number 6 to number 4. Furthermore, the acquisition enables the RBI Group to re-enter the Slovenian market, whose banking sector is considered highly attractive. For the Target Company's subsidiary banks in non-EU countries (Serbia, Bosnia and Herzegovina, and Montenegro), the RBI Group plans to resell them as part of the Carve-Out (see Section 6.4). Should the Carve-Out not be (or not be able to be) completed as planned, RBI would also integrate these banks (like the Remaining Subsidiaries) into its network, thereby further strengthening its market position, particularly in Serbia and Bosnia and Herzegovina, where RBI is already represented. For this reason, it is of particular importance to RBI—including with regard to the Target Company's subsidiary banks in non-EU countries—that the Target Company's equity interests in these subsidiary banks remain the sole and unrestricted property of the Target Company. For the sake of completeness, it should be noted that, in the event that, prior to signing of the Carve-Out SPA, the Target Company sells or otherwise transfers a portion of its existing equity interests in the Carve-Out Subsidiaries to a third party, Alta Group would have no obligation to carry out the Carve-Out, thereby also eliminating any potential obligation on the part of the Bidder to make a Carve-Out Additional Payment. In the event that this Takeover Offer is successfully completed and the appointment of persons nominated by the Bidder to the supervisory board of the Target Company, who would constitute a majority of the members of the supervisory board, the Bidder intends to use its influence on the Target Company to ensure that it offers Alta Group the sale of the Carve-Out Subsidiaries in accordance with the provisions of the transaction agreement dated 8 May 2026.

The Target Company's focus on retail customers as well as small and medium-sized enterprises also reflects the strategic focus of the RBI Group's local subsidiary banks in the respective countries and allows them to expand their customer base accordingly.

RBI plans to discontinue the Target Company's activities in Austria, which are limited to deposit-taking business.

6.2 Squeeze-out

Under the Shareholder Exclusion Act (GesAusG), provided that the Bidder holds at least 90% of Addiko's Share Capital and at least 90% of its voting Shares, and provided that other statutory requirements are met, the Bidder may request the mandatory transfer of Shares held by other persons ("**Squeeze-Out**"). The Bidder has not yet decided whether to proceed with such a Squeeze-Out, either upon completion of the Offer or at a later date, should the legal conditions for doing so be met.

6.3 Delisting

The Ordinary Shares of the Target Company are admitted to trading on the Official Market of the Vienna Stock Exchange in the "**Standard Market Auction**" segment. By conducting the Offer, the Bidder does not pursue the objective of terminating stock exchange trading in the Shares of the Target Company ("**Delisting**"). From today's perspective, a delisting would

only occur following the implementation of a potential Squeeze-Out under the GesAusG, although the Bidder has not made a decision to carry out a Squeeze-Out. The Offer is therefore not a delisting offer within the meaning of Section 27e of the ÜbG.

For the sake of clarity, it is noted that in the event of such a high acceptance rate of the Offer that results in fewer than 2% of Addiko Shares (approximately 390,000 Shares) being held by 50 shareholders, the listing requirement of minimum distribution for Official Trading pursuant to Section 40(1)(7) of the Stock Exchange Act would no longer be met. In this case, Wiener Börse AG could proceed with a delisting pursuant to Section 38(4) of the Stock Exchange Act.

6.4 Carve-Out

6.4.1 Parties, Subject Matter of the Purchase, and Transfer

The Bidder intends, following the successful completion of this Offer—at which point the Bidder would hold more than 54% of the Target Company—and provided the legal requirements are met, to ensure that the Target Company enters into a share purchase agreement (the **"Carve-Out SPA**") with Alta Group, one of its Subsidiaries or an entity acting in concert with Alta Group (the **"Carve-Out Purchaser**") regarding the transfer of all Shares held by Addiko in the four Subsidiaries based outside the European Union, namely Addiko Bank AD Beograd (Serbia), Addiko Bank d.d. Sarajevo (Bosnia and Herzegovina), Addiko Bank a.d. Banja Luka (Republika Srpska), and Addiko Bank AD Podgorica (Montenegro) (the **"Carve-Out Subsidiaries**") (the "**Carve-Out**").

The following table provides further details on certain financial aspects relating to the Carve-Out Subsidiaries, noting for clarity that only the financial statements as of December 31, 2024, were available for the Subsidiaries:

	Addiko Bank a.d. Beograd (Serbia)	Addiko Bank d.d. (Bosnia and Herzegovina)	Addiko Bank a.d. Banja Luka (Republika Srpska)	Addiko Bank AD Podgorica (Montenegro)	Carve-out Subsidiaries, cumulative	Addiko Group, cumulative
Return on equity as of December 31, 2024	4.4%	13.0%	11.7%	7.8%	(not applicable due to potential consolidation effects)	5.7%
Cost of equity as of December 31, 2024	15.0%	18.8%	18.8%	16.1%	(not applicable due to potential consolidation effects)	(not applicable due to potential consolidation effects)
Total assets as of December 31, 2024, in EURm	923	672	550	240	2,385	7,260

Loan portfolio as of December 31, 2024, in EURm	534	291	338	156	1,319	3,490
Equity as of December 31, 2024, in EUR million	203	102	101	39	445	840

As of the Offer Date, the Carve-Out Purchaser holds 1,878,167 (one million eight hundred seventy-eight thousand one hundred sixty-seven) Shares of Addiko, representing approximately 9.74% (nine point seven four percent) of the voting rights and 9.63% (nine point six three percent) of the Share Capital of Addiko. Furthermore, according to the latest shareholding notification dated July 3, 2025 (available at: https://www.addiko.com/static/uploads/20250703-major-holdings-de-notification-data-1.pdf), Alta Group has concluded a total of four share purchase agreements subject to conditions precedent covering a total of 3,891,982 Ordinary Shares, corresponding to 3,891,982 voting rights and 19.96% of the Target Company's Share Capital. The conditions precedent for the transfer of the Shares subject to purchase have not yet been satisfied in any of these share purchase agreements (see further information on this in Section 2.2.4).

The Carve-Out is to be subject to the condition precedent of the availability of all necessary legal and regulatory approvals and clearances, in particular merger control and supervisory approvals and clearances.

The transfer in rem of the Shares held by Addiko in the Carve-Out Subsidiaries is to take place separately by means of local transfer agreements drafted for the respective jurisdiction. Under the Carve-Out SPA, the transfer of the Shares may also take place for each of the Carve-Out Subsidiaries on a separate closing date if the approvals required for the transfer of the Shares are obtained at different times. If the necessary approvals for one or more Carve-Out Subsidiaries are not obtained within 18 (eighteen) months (the **"SPA Long Stop Date**") from the signing of the Carve-Out SPA, Addiko and the Carve-Out Purchaser may withdraw from the Carve-Out SPA with respect to such Carve-Out Subsidiaries.

6.4.2 Purchase Price, Purchase Price Mechanism, and Carve-Out Top-Up

The Carve-Out shall be conducted at least at the fair market value of the Carve-Out Subsidiaries. The arm's-length nature of the purchase price for the Carve-Out Subsidiaries is ensured in particular by the purchase price mechanism of the Carve-Out SPA. In this regard, a double purchase price floor has been established to ensure arm's-length terms. The purchase price may not be lower than the amount determined in accordance with a purchase price formula (see immediately below (b)) nor lower than the result of a current business valuation. The comparison is made prior to the signing of the Carve-Out SPA based on the data available at the time of signing and collectively for all Carve-Out Subsidiaries. It is noted that the applicability of the purchase price mechanism leading to the higher total price arises automatically under the agreements (Transaction Agreement and Carve-Out SPA), and neither the Bidder nor the Carve-Out Purchaser may exercise discretion in determining the purchase price

mechanism. This further ensures that an acquisition of the Carve-Out Subsidiaries by the Carve-Out Purchaser does not occur at a purchase price below the value determined by the business valuation.

(a) Purchase Price According to the Purchase Price Formula

The proposed purchase price (the "**Final Formula Purchase Price**") is calculated for each of the Carve-Out Subsidiaries using a formula upon *the* closing of the Carve-Out SPA as follows:

$$Final\ Formula\ Purchase\ Price = Relevant\ Carve-Out\ CET1 \times \frac{total\ offer\ price + 61{,}2Mio}{CET1\ Addiko\ Group\ as\ at\ 31/12/25}$$

The **"Relevant Carve-Out CET1**" corresponds to the CET1 capital (Common Equity Tier 1 capital) pursuant to Regulation (EU) No. 575/2013 (CRR, Capital Requirements Regulation) of the respective Carve-Out Subsidiary as per the most recent quarterly financial statements of the respective Carve-Out Subsidiary available prior to the closing of the Carve-Out SPA.

The total offer price is calculated as EUR 511,100,942 (five hundred eleven million one hundred thousand nine hundred forty-two euros) for all offered Shares offered pursuant to this Takeover Offer (plus any increases in the Offer Price until the closing of the Carve-Out SPA).

The amount of EUR 61,200,000 (sixty-one million two hundred thousand euros) corresponds to a premium agreed between the Bidder and the Alta Group to partially cover the Target Company's overhead costs, i.e., indirect costs incurred to maintain business operations.

The (consolidated) CET1 of the Addiko Group is specified in the purchase price formula and corresponds to the (consolidated) CET1 of the Addiko Group as of December 31, 2025 (thirty-first of December two thousand twenty-five) in the amount of EUR 870.9 million (eight hundred seventy million point nine euros).

Since the Final Formula Purchase Price can only be calculated shortly before the closing of the Carve-Out SPA, it will not yet be known at the time of signing the Carve-Out SPA. Therefore, the Bidder will ensure that, prior to the execution of the Carve-Out SPA, an indicative Final Formula Purchase Price is calculated based on the CET1 capital of the respective Carve-Out Subsidiary in accordance with the most recent quarterly financial statements of the respective Carve-Out Subsidiary available prior to the signing of the Carve-Out SPA (this value being the **"Formula Purchase Price at Signing**"). The Formula Purchase Price at Signing is therefore calculated for each of the Carve-Out Subsidiaries as follows:

$$Formula\ Purchase\ Price\ at\ Signing = Relevant\ Carve-Out\ CET1 \times \frac{Total\ Offer\ Price + 61.2Mio}{CET1\ Addiko\ Group\ as\ at\ 31/12/25}$$

In the above formula, the Relevant Carve-Out CET1 is that as of the end of the calendar quarter immediately preceding the signing of the Carve-Out SPA. In the above formula, the Total Offer Price is that including any increases in the Offer Price up to the end of the calendar quarter immediately preceding *the signing* of the Carve-Out SPA.

For the sake of clarity, it is hereby noted that, when applying the purchase price mechanism with a purchase price formula set out in this Section, no Carve-Out Additional Payment may be made pursuant to Section 6.4.2(c).

(b) Purchase Price Based on Business Valuation

Furthermore, upon successful completion of the Takeover Offer, the Bidder, as the controlling Shareholder of the Target Company, will ensure that the Target Company promptly obtains a business valuation from an expert independent of both the Bidder, the Carve-Out Purchaser, and the Target Company, in accordance with the methodological principles of Expert Opinion KFS/BW 1 of the Professional Senate of Tax Advisors and Auditors (KSW) regarding the purchase price for the Carve-Out Subsidiaries (as well as for each Carve-Out Subsidiary individually).

If the value stated therein for all Carve-Out Subsidiaries combined (the "**Appraised Value**") exceeds the cumulative Formula Purchase Price at Signing for all Carve-Out Subsidiaries, this higher valuation value shall constitute the purchase price for all Carve-Out Subsidiaries pursuant to the Carve-Out SPA. Consequently, the purchase price determined in accordance with the business valuation, rather than the purchase price calculated using the purchase price formula—i.e., the Final Formula Purchase Price—shall apply. Should a bona fide offer be made by a third party to acquire the Carve-Out Subsidiaries, the Appraised Value shall be deemed to be increased to the purchase price offered by the third party; in this case, however, Alta Group shall no longer be obliged to acquire the Carve-Out Subsidiaries at this higher value.

In this case, signing of the Carve-Out SPA and, consequently, the closing of the Carve-Out SPA at a purchase price lower than the Appraised Value is not permitted.

Interest at a rate of 4% (four percent) per annum shall accrue on the purchase price in the amount of the Appraised Value for the period between the signing of the Carve-Out SPA and the closing of the Carve-Out SPA.

(c) Carve-Out Additional Payment

If the Appraised Value reported for all Carve-Out Subsidiaries exceeds the cumulative Formula Purchase Price at Signing, the Carve-Out Subsidiaries will be sold at their respective Appraised Values. Provided that the Target Company receives the corresponding purchase price, all Shareholders who have accepted the Offer will, in this case, receive a contractual additional payment from the Bidder. The additional payment per Addiko Share shall be equal to the difference between the Formula Purchase Price at Signing and the Appraised Value for the sold and transferred Carve-Out Subsidiaries, with this difference being divided by the number of Offer Shares (**"Carve-Out Additional Payment**"). For clarification, it is noted that the Offer Shares also include the Alta Direct Holding. The Carve-Out Additional Payment is considered an increase in the Offer Price.

The Carve-Out Additional Payment is illustrated by the following formula:

$$Carve-Out\ Additional\ Payment = \frac{paid\ Appraisal\ Value - Formula\ Purchase\ Price\ at\ Signing}{19.286.828}$$

Example 1: The cumulative Formula Purchase Price at Signing for all Carve-Out Subsidiaries calculated prior to the signing of the Carve-Out SPA is EUR 230 million. An independent appraiser calculates the Appraised Value at EUR 215 million. This means that the Formula Purchase Price at Signing exceeds the Appraised Value, and therefore no Carve-Out Additional Payment applies.

Example 2: The cumulative Formula Purchase Price at Signing for the Carve-Out Subsidiaries calculated prior to the signing of the Carve-Out SPA is EUR 230 million. An independent appraiser calculates the Appraised Value at EUR 250 million. Consequently, once the Carve-Out for the Carve-Out Subsidiaries has been completed and the purchase price has been received by the Target Company, the Carve-Out Additional Payment per Share amounts to EUR 1.03676.

If not all Carve-Out Subsidiaries can be transferred by the SPA Long Stop Date—for example, because not all necessary banking regulatory and antitrust approvals and clearances have been obtained—the Carve-Out Additional Payment will be calculated only for those Carve-Out Subsidiaries that have actually been transferred by the SPA Long Stop Date. In this case, the calculation of the Carve-Out Additional Payment shall be based on the portion of the Formula Purchase Price at Signing attributable to the transferring Carve-Out Subsidiaries, as well as on the respective individual Appraised Value reported in the business valuation regarding the Carve-Out Subsidiaries transferred by the SPA Long Stop Date.

From today's perspective, the Bidder is unable to assess whether all banking regulatory and antitrust approvals and clearances required for the completion of the Carve-Out SPA can be obtained. To the extent that the banking regulatory or antitrust approvals and clearances regarding one or more Carve-Out Subsidiaries are not obtained or the Carve-Out SPA is not completed for any other reason, the respective Carve-Out Subsidiary will remain with the Target Company, and any valuation amount attributable to such Carve-Out Subsidiary will not be taken into account in the calculation of the Carve-Out Additional Payment.

For clarity, it is noted that a sale or an obligation to sell an interest in a Carve-Out Subsidiary prior to the closing of the Carve-Out SPA could result in the Carve-Out SPA not closing, in which case no Carve-Out Additional Payment would be made.

It should be noted that the comparison between the Formula Purchase Price at Signing and the Appraised Value, with the result that the higher of the two values is decisive for the Carve-Out SPA, is made on an aggregated basis, i.e., for all Carve-Out Subsidiaries collectively and not for each Carve-Out Subsidiary individually.

If, pursuant to Section 33(1)(1) of the Takeover Act (ÜbG), the Takeover Commission determines prior to the due date of the Carve-Out Additional Payment in accordance with the following paragraph that the Offer Price did not comply with the provisions of the Takeover Act and the Bidder is therefore required to make a statutory additional payment, this additional payment determined by the Takeover Commission shall be taken into account in the calculation of the Carve-Out Additional Payment in the formula for the Formula Purchase Price at

Signing (in this element "Total Offer Price") and shall result in a reduction of the Carve-Out Additional Payment.

The Carve-Out Additional Payment shall become due 10 (ten) Trading Days after receipt of the purchase price by the Target Company in accordance with the Carve-Out SPA. **Based on historical experience regarding the duration of regulatory approval processes, the Bidder considers a full or partial closing of the Carve-Out SPA and thus the due date of an additional payment in the second half of 2027 to be realistic.** To facilitate the technical processing of any potential Carve-Out Additional Payment, a separate ISIN (AT0000A3TZ75) titled **"Addiko Shares Submitted for Sale to RBI – Potential Carve-Out Additional Payment**" will be registered through the Custodian Banks upon Settlement of the Offer.

The Bidder must announce the following separately within five Trading Days via the information channels specified in Section 5.10 :

(i) the execution of the Carve-Out SPA, the valuation amount, and, to the extent the valuation amount exceeds the Formula Purchase Price at Signing, the calculation and the expected amount of the Carve-Out Additional Payment; and

(ii) the closing of the Carve-Out SPA with respect to one or more Carve-Out Subsidiaries, the actual receipt of the purchase price by the Target Company, and the amount and due date of the Carve-Out Additional Payment.

For the sake of clarity, it is reiterated that a Carve-Out Additional Payment shall only be made if the Carve-Out SPA is entered into on the basis of the Appraised Value and the Carve-Out SPA is actually consummated and the purchase price is paid.

6.4.3 Further Key Provisions of the Carve-Out and the Carve-Out SPA

Among other things, the Carve-Out SPA is intended to provide protection for the Carve-Out Purchaser against *equity* shifts occurring up to the closing of the Carve-Out SPA from the Carve-Out Subsidiaries to Addiko, the Remaining Subsidiaries, and the Bidder and its affiliates. These equity shifts are to be reimbursed by Addiko to the Carve-Out Purchaser on a euro-for-euro basis. This provision, which is common in share purchase agreements, is intended to prevent the economic erosion of the Carve-Out Subsidiaries prior to the closing of the Carve-Out SPA—for example, through dividend outflows in favor of the Target Company as the seller—which are not reflected in the purchase price.

The Carve-Out SPA is to provide for limited seller warranties (primarily concerning Addiko's unencumbered ownership of the Shares in the Carve-Out Subsidiaries) as well as covenants by Addiko regarding the continuation of the ordinary business operations of the Carve-Out Subsidiaries until completion. Addiko's total liability under the warranties for the sale of the Carve-Out Subsidiaries is to be limited in the Carve-Out SPA to the portion of the purchase price attributable to the respective Carve-Out Subsidiary. Furthermore, the Carve-Out SPA is to include an obligation on the part of the Carve-Out Purchaser not to assert any claims or initiate any proceedings against Addiko, its group companies, or their officers and directors based on acts or omissions occurring prior to the Carve-Out, except in cases of intentional breach of duty, fraud, or a criminal offense.

As part of the Carve-Out, a *Transitional Services Agreement*, which is customary for such transactions, is also to be concluded between the Carve-Out Purchaser and Addiko. This agreement is intended to ensure the continuity of banking operations of the Carve-Out Subsidiaries for a transitional period of 12 (twelve) months following the completion of the Carve-Out (with a one-time extension option for the Carve-Out Purchaser for an additional 12 (twelve) months) until such services can be provided by the Carve-Out Purchaser or by third parties. The fee for these services shall be determined at an arm's-length rate, such as based on the OECD Transfer Pricing Guidelines, but in any event shall be at least equal to the fees previously paid by the Carve-Out Subsidiaries for these services.

6.5 Future Business Policy Regarding the Target Company and its Subsidiaries

RBI plans to strategically combine the capabilities of both institutions and, in the course of a full integration—particularly of the subsidiary in Croatia—achieve sustainable and value-enhancing growth. The full operational, technological, and organizational integration of the subsidiary in Croatia is a key success factor for rapidly realizing synergies and enabling accelerated growth. In particular, the Target Company's capabilities in the area of digital banking represent an attractive strength for the RBI Group, upon which further development is planned. In this context, the knowledge and expertise will be selectively leveraged and made available to customers across the entire RBI Group, thereby increasing earnings potential. In addition, cost synergies are also expected in the overlapping geographic markets (primarily in Croatia, but also in Serbia and Bosnia and Herzegovina, should the planned Carve-Out—as described above in Section 6.4 —not be feasible). For the subsidiary in Slovenia, the RBI Group is considering expanding the product range and, consequently, further expansion to consolidate its market position.

6.6 Impact on Employment and Administrative Headquarters

6.6.1 Employment Situation

The Bidder is aware of the importance of the skills and experience of the Target Company's current management team and employees. The Bidder also believes that the continued involvement of key personnel is essential for preserving the value and benefits identified in the Target Company's business model. At this time, no agreements or decisions have been made regarding the Target Company's operational structure. A more detailed description of the future model would require further analysis, which is planned following the completion of the transaction.

6.6.2 Administrative Headquarters

The registered office of the Target Company is to remain in Vienna for the time being. However, as already explained in Section 6.1 , the Bidder intends to terminate the Target Company's activities in Austria, which are limited to deposit-taking business. Against this background, the Bidder assumes that the registered office of the Target Company will be abandoned at a later date. This could occur, in particular, as part of a structural measure, such as through the liquidation of the Target Company or through a merger of the Target Company as the transferring company.

6.6.3 Management Board

RBI reserves the right to change the composition of Addiko's current Management Board, but acknowledges its expertise and achievements. RBI intends to work closely with the members of Addiko's Management Board to develop an appropriate integration plan. RBI reserves the right to make recommendations regarding the future structure of the Management Board in accordance with Austrian stock corporation law and the Austrian Corporate Governance Code (taking into account the intended integration of the Target Company into the RBI Group).

6.6.4 Supervisory Board

The Bidder intends, in compliance with applicable laws, regulations, and prevailing international corporate governance practices, to make changes to the Target Company's Supervisory Board to reflect the Bidder's controlling influence over the Target Company (following Settlement).

7. FURTHER INFORMATION

7.1 Financing of the Offer

Based on an Offer Price of EUR 26.50 (twenty-six euros and fifty cents) per Ordinary Share and excluding estimated transaction and settlement costs, the total (cash) financing volume for the Offer amounts to approximately EUR 511,100,942 (five hundred eleven million one hundred thousand nine hundred forty-two euros) under the assumptions that, on the one hand, all Shareholders accept the Offer and, on the other hand, no additional Addiko Shares are issued during the Offer Period.

Whether a Carve-Out Additional Payment will be due, or the amount of any such payment, cannot, by its very nature, be estimated or quantified at this time. For illustrative purposes, let us assume a hypothetical Carve-Out Additional Payment of EUR 1.00 (one euro) per Ordinary Share, which, without taking into account the expected transaction and settlement costs, would trigger an additional (cash) financing volume for the Offer of approximately EUR 19,286,828 (nineteen million two hundred eighty-six thousand eight hundred twenty-eight euros). This is based on the assumption that, on the one hand, all Shareholders accept the Offer and, on the other hand, no additional Addiko Shares are issued during the Offer Period.

The Bidder has sufficient liquid funds and regulatory capital to finance the Offer and has ensured that these will be available in a timely manner to fully satisfy the Offer.

As of December 31, 2025, the Bidder (based on its 2025 Annual Report) had cash on hand, balances with central banks, and other demand deposits totaling approximately EUR 35,340,000,000 (thirty-five billion three hundred forty million euros), equity of EUR 22,463,000,000 (twenty-two billion four hundred sixty-three million euros), and a Common Equity Tier I (CET1) ratio (hard core capital ratio) of 17.9% (seventeen point nine percent).

The Offer Price can therefore be fully financed by the Bidder without resorting to debt financing and without jeopardizing future compliance with regulatory capital requirements. From today's perspective, the Bidder can also fully finance any potential Carve-Out Additional Payment exceeding the fixed Offer Price without resorting to debt financing and without jeopardizing future compliance with regulatory capital requirements.

7.2 Tax Information

Income taxes and other taxes that are not classified as transaction and settlement costs will not be assumed by the Bidder.

The following information is relevant for Shareholders who are tax residents of Austria or subject to limited tax liability in Austria. This information is intended solely to provide a general overview of the Austrian income tax consequences arising directly from the cash sale of the Shares. It is not possible to provide more detailed information on the taxation of the Shares that is specifically tailored to the needs of the individual Shareholder. Shareholders are advised that this information reflects the current legal situation in Austria as of the date of publication of this Offer and that it may change—even retroactively—due to future changes in the legal situation, the legal system, or the application practices of the Austrian tax authorities.

Given the complexity of Austrian tax law, Shareholders are advised to consult their tax advisors regarding the tax consequences of accepting the Offer. Only their own tax advisor is in a position to take into account the specific tax circumstances of the individual case.

7.2.1 General Tax Information

Individuals who have their domicile and/or habitual residence in Austria within the meaning of Section 26 of the Federal Tax Code (BAO) are subject to Austrian income tax on their total worldwide income (unlimited income tax liability). Individuals who have neither their domicile nor their habitual residence in Austria are subject to Austrian income tax only on income from certain Austrian sources (limited income tax liability).

Corporations that have their place of management and/or their registered office within the meaning of Section 27 of the Federal Tax Code (BAO) in Austria are subject to Austrian corporate income tax on their total worldwide income (unlimited corporate income tax liability). Corporations that have neither their place of management nor their registered office in Austria are subject to Austrian corporate income tax only on income from certain Austrian sources (limited corporate income tax liability).

In cases of limited corporate or income tax liability, Austria's right to tax may be restricted by double taxation treaties.

7.2.2 Natural Persons who are Tax Residents of Austria as Shareholders

Acceptance of the Offer constitutes a sale by the Shareholders.

If a natural person subject to unlimited tax liability in Austria holds the Shares as part of their private or business assets, this has the following tax consequences:

For the purposes of the following explanations, a distinction must be made between "old holdings" (Shares acquired before January 1, 2011) and "new holdings" (Shares acquired on or after January 1, 2011). Capital gains from new holdings are generally subject to taxation pursuant to Section 27(3) of the Income Tax Act (EStG). Capital gains from old holdings held as part of personal assets are generally not taxable under Section 27 of the Income Tax Act (EStG); however, this does not apply if specific circumstances apply in individual cases (e.g., a significant interest or other special provisions). Capital gains from existing holdings in business assets are generally taxable.

The tax base for the capital gain generally corresponds to the proceeds of the sale minus the acquisition costs of the respective Shareholder; any related income-related expenses cannot be claimed for tax purposes. The income derived therefrom is subject to a special tax rate of 27.5% (twenty-seven point five percent).

If the sale is processed by a domestic custodian or a domestic paying agent, income tax is collected through withholding tax (capital gains tax). The Shareholder's income tax liability with respect to this income from capital assets is deemed settled upon the withholding of capital gains tax at a rate of 27.5% (twenty-seven point five percent). If, however, no Austrian capital gains tax is withheld (e.g., due to a custodian abroad), the income must be included by the Shareholder in their tax return and taxed in accordance with the general provisions. In this case as well, the income is subject to the special tax rate of 27.5% (twenty-seven point five percent). The offsetting of realized capital losses is subject to significant restrictions.

Upon request, the general tax rate may be applied instead of the special tax rate (so-called "standard taxation option"). If the effective tax burden under the assessment is less than 27.5% (twenty-seven point five percent), the taxpayer may have the income, which is generally subject to the special tax rate, taxed at the standard rate through the assessment. The standard taxation option may only be exercised for all income subject to a special tax rate. Even if the standard taxation option is exercised, the offsetting of capital losses is subject to significant restrictions.

7.2.3 Corporations Resident in Austria for tax purposes as Shareholders

Income and capital gains from corporations subject to unlimited tax liability in Austria constitute business income for these entities. Gains from the sale of Shares are therefore subject to the 23% (twenty-three percent) corporate income tax rate.

Losses from the sale of Shares held as fixed assets must be taken into account in the relevant fiscal year and the following six fiscal years, each for one-seventh, if it is proven that the loss is not causally related to a distribution of income (such as a dividend) by the Target Company. If there is no offset by other income, the loss may be carried forward. In general, loss carryforwards may be offset against up to 75% of a corporation's total income.

Special provisions apply, among others, to corporations in the legal form of private foundations or (non-profit) associations.

7.2.4 Partnerships Resident in Austria for Tax Purposes as Shareholders

Austrian partnerships are not separate taxable entities but are tax-transparent. If Shares held in the assets of an Austrian partnership are sold, the capital gains (or losses) are attributed to the partners of that partnership. The tax treatment of capital gains (or losses) therefore depends on whether the individual partner is a natural person or a corporation, as well as on whether the individual partner is subject to unlimited or limited tax liability in Austria.

7.2.5 Shareholders not Resident in Austria

Under Austrian tax law, capital gains from the acceptance of the Offer are subject to taxation for Shareholders with limited tax liability only if the Shareholder (or their legal predecessor in the case of a gratuitous acquisition) held at least a 1% (one percent) stake in Addiko at any time within the last five years prior to the sale of the Addiko Shares.

However, Austria's right to tax the Shares may be limited or restricted under the provisions of double taxation treaties. If the Shareholder in question is a resident of a country with which Austria has concluded a double taxation treaty, Austria often has no right to tax such capital gains. The tax consequences then depend on the tax regime in the Shareholder's country of residence. If the Shares form part of the business assets of a permanent establishment in Austria, the capital gains are generally subject to the same tax regime under both domestic and treaty law as those of a taxpayer with unlimited tax liability who holds the Shares as business assets.

7.3 Governing Law and Jurisdiction

This Offer and its execution, in particular the purchase and transfer agreements concluded upon acceptance of this Offer, as well as non-contractual claims arising from and in connection with this Offer, are governed exclusively by Austrian law, excluding the conflict-of-laws provisions of Austrian private international law and the UN Convention on Contracts for the International Sale of Goods. The exclusive place of jurisdiction is the competent court in Vienna, Innere Stadt, provided that the transaction does not involve a consumer transaction.

This Offer is also being conducted in accordance with certain provisions of U.S. securities law applicable to cross-border takeover offers (see Section 7.5).

7.4 Restriction of Publication

Except in accordance with applicable laws, this Offer Document or any other documents related to the Offer may not be published, sent, distributed, disseminated, or made available outside the Republic of Austria or the United States of America. The Bidder assumes no liability whatsoever for any violation of the foregoing provision. Furthermore, this Offer is not being made, directly or indirectly, in Australia or Japan, nor may it be accepted in or from Australia or Japan.

This Offer Document does not constitute an invitation to Offer Shares in the Target Company in any jurisdiction or from any jurisdiction in which the making of such an offer or such an invitation to make an offer, or the making of an offer by or to certain persons, is prohibited. The Offer has not been reviewed or approved by any authority outside of Austria, nor has any application for approval been filed.

Shareholders who come into possession of the Offer Document outside the Republic of Austria or the United States of America and/or who wish to accept the Offer outside the Republic of Austria or the United States of America are urged to inform themselves of the relevant legal provisions in this regard and to comply with such provisions. The Bidder assumes no liability of any kind in connection with the acceptance of the Offer outside the Republic of Austria or the United States of America.

English Version:

Except as permitted by applicable law, the publication, dispatch, distribution, dissemination, or making available of (i) this Offer Document, (ii) any summary or other description of the terms contained in this Offer Document, or (iii) other documents related to the Offer outside the Republic of Austria or the United States of America is not permitted. The Bidder assumes no responsibility for any violation of the aforementioned provision. In particular, the Offer is

not made, directly or indirectly, in Australia or Japan, nor may it be accepted in or from Australia or Japan.

This Offer Document does not constitute a solicitation or invitation to offer Addiko Shares in the Target Company in or from any jurisdiction where it is prohibited to make such an invitation or solicitation or where it is prohibited to launch an offer by or to certain individuals. The Offer will neither be approved by an authority outside the Republic of Austria nor has an application for such approval been filed.

Shareholders who come into possession of the Offer Document outside the Republic of Austria or the United States of America and/or who wish to accept the Offer outside the Republic of Austria or the United States of America are advised to familiarize themselves with the relevant applicable legal provisions and to comply with them. The Bidder assumes no responsibility in connection with an acceptance of the Offer from outside the Republic of Austria or the United States of America.

7.5 Additional Information for Shareholders Domiciled, Resident, or Habitually Resident in the United States of America

The Offer is a cross-border tender offer subject to disclosure and other procedural requirements, including those relating to the settlement and timing of payments under Austrian law, which differ from those applicable to takeover offers under the domestic procedures and laws of the United States of America.

Neither the United States Securities and Exchange Commission nor any other securities regulatory authority of any state of the United States of America has approved or disapproved the Offer or confirmed the adequacy or completeness of this Offer Document or any other document related to the Offer. Shareholders domiciled, resident, or habitually resident in the United States of America may find it difficult to enforce their rights and claims under the securities laws of the United States of America, as both the Target Company and the Bidder are domiciled outside the United States of America. Shareholders with their registered office, domicile, or habitual residence in the United States of America may not be able to sue a company with its registered office outside the United States of America or its officers and members of the executive or supervisory board residing outside the United States of America in a court in the United States of America for violations of U.S. securities law. In addition, difficulties may arise in enforcing judgments of a U.S. court outside the United States of America.

To the extent permitted by applicable law, the Bidder and persons acting on its behalf may, before, during, or after the expiration of the Acceptance Period or the Grace Period, directly or indirectly acquire Shares of the Target Company outside the Offer, make arrangements for their acquisition, or enter into derivative transactions relating thereto. This also applies to other securities that are directly convertible, exchangeable, or exercisable into Shares of the Target Company. Such purchases may be made on the stock exchange at market prices or off-exchange as negotiated transactions. All information regarding such purchases will be disclosed in accordance with the laws or regulations applicable in Austria or any other relevant jurisdiction.

<u>English Version:</u>

The Offer is a cross-border tender offer that is subject to disclosure and other procedural requirements, including those regarding settlement procedures and the timing of payments contemplated by Austrian law, which differ from those applicable under U.S. domestic tender offer procedures and law.

Neither the U.S. Securities and Exchange Commission nor any other securities regulatory authority of any state of the United States of America has approved or prohibited the Offer or confirmed the adequacy and completeness of this Offer Document or any other document relating to the Offer. It may be difficult for Shareholders resident, domiciled, or habitually resident in the United States of America to enforce their rights and claims under United States of America securities laws because both the Target Company and the Bidder are domiciled outside the United States of America. Shareholders domiciled, resident, and habitually resident in the United States of America may not be able to sue a company domiciled outside the United States of America or its officers and directors domiciled outside the United States of America for violations of United States of America securities laws in a court in the United States of America. Furthermore, difficulties may arise in enforcing judgments of a United States of America court outside the United States of America.

To the extent permitted by applicable law or regulation, the Bidder and persons acting on its behalf may, before, during, or after the expiration of the Acceptance Period or the Grace Period, respectively, acquire or make arrangements to acquire, directly or indirectly, or enter into derivative transactions with respect to, the Shares in the Target Company, outside of the Offer. This also applies to other securities that are directly convertible into, exchangeable for, or exercisable for Shares in the Target Company. These purchases may be completed via the stock exchange at market prices or outside the stock exchange in negotiated transactions. Any information regarding such purchases will be disclosed as required by law or regulation in Austria or any other relevant jurisdiction.

7.6 Binding Nature of the German Version

This Offer Document is prepared in the German language. Only the German version of the Offer Document is binding and authoritative. The English translation of the Offer Document is provided for informational purposes only and is not binding.

7.7 Advisors to the Bidder

The Bidder's advisors included, among others

- CMS Reich-Rohrwig Hainz Rechtsanwälte GmbH, Gauermanngasse 2, 1010 Vienna, acting as legal counsel to the Bidder and its representative in dealings with the Supervisory Board.

7.8 Further Information

Further information regarding the handling of the Offer may be obtained from the Payment and Settlement Agent, email: ecm@rbinternational.com.

Further information is available on the websites of the Target Company (www.addiko.at) and the Takeover Commission (www.takeover.at). The information available on these websites is not part of this Offer Document.

7.9 Information on the Bidder's Expert

The Bidder has appointed Grant Thornton Austria Audit GmbH Wirtschaftsprüfungs- und Steuerberatungsgesellschaft, Gertrude-Fröhlich-Sandner-Straße 1 / Top 13, FN 230316 a, as its expert in accordance with Section 9 of the Austrian Takeover Act (ÜbG).

[*Signature page follows*]

This document is a non-binding English language working translation for information purposes. The only binding document is the German language offer document published on May 14, 2026, including the German language amendment to the voluntary public takeover offer published on July 10, 2026

Vienna, July 17, 2026

Raiffeisen Bank International AG

Name: Hans-Jörg Horvath

Name: Mag. Katharina Alscher

8. EXPERT'S CONFIRMATION PURSUANT TO SECTION 9 OF THE TAKEOVER ACT

Based on the review we conducted pursuant to Section 9(1) of the Austrian Takeover Act (ÜbG), we have determined that the voluntary public takeover bid for the acquisition of control pursuant to Section 25a of the Austrian Takeover Act (ÜbG) submitted by the Bidder to the Shareholders of Addiko Bank AG as the target company is complete and in compliance with the law, and in particular that the information regarding the consideration offered complies with the statutory requirements.

The Bidder has the funds necessary to fully fulfill the Offer available in a timely manner.

Vienna, July 17, 2026

Grant Thornton Austria Audit GmbH
Audit and Tax Advisory Firm