

CALL FOR TENDER

for the sale, either in a direct share sale and purchase transaction or by way of call option right, of the shares held by the Hungarian State and subject to the exercise of the ownership rights by Magyar Nemzeti Vagyonkezelő Zrt. in MÁTRAÉRC Bányászati Zártkörűen Működő Részvénytársaság, established in order to involve an investor with sufficient competence for the continued exploration and use of ‘Recsk I - Copper Ore’ and ‘Recsk II -Precious Metal and Non-Ferrous Metal Ore’ mining sites.

I. INTRODUCTION

1 Purpose and type of this tender

Magyar Nemzeti Vagyonkezelő Zártkörűen Működő Részvénytársaság (registered office: 1133 Budapest, Pozsonyi út 56.; company registration number: 01-10-045784; as ‘**Contracting Authority**’ or ‘**MNV**’) announces a **single-round open tender** (‘**Tender**’ or ‘**Tender Procedure**’) for the sale in a direct share sale and purchase transaction and the call option right of the shares held by the Hungarian State and subject to the exercise of the ownership right of the Contracting Authority in MÁTRAÉRC Bányászati Zártkörűen Működő Részvénytársaság (registered office: 1133 Budapest, Pozsonyi út 56.; company registration number: 01-10-049752; the ‘**Company**’) for involving an investor with sufficient competence for the continued exploration and re-use of Recsk I - Copper Ore mining site (‘**Recsk I Mining Site**’) and Recsk II -Precious Metal and Non-Ferrous Metal Ore mining sites (‘**Recsk II Mining Site**’) (Recsk I Mining Site and Recsk II Mining Site shall hereinafter jointly referred to as ‘**Mining Sites**’); if the Tender is successful, as a result of the transaction, the mining rights attached to the transferred mining sites shall be sold to the Tenderer selected in the Tender as the winner (‘**Recsk Project**’) indirectly, through the shares of the Company.

This Call for Tender has been issued, i.e., the present Call for Tender (‘**Contract Notice**’) and the related documents were approved, based on the respective decision of the MNV Board of Directors. This Tender Procedure is conducted pursuant to the provisions of Act CVI of 2007 on State-Owned Assets (hereinafter ‘**State-Owned Assets Act**’), and Government Decree 254/2007 (4 October) on the management of state-owned assets (‘**Government Decree**’). This Call for Tender shall be interpreted together with the provisions of the detailed information (‘**Detailed Information**’) available for purchase as part of the Investor Information Package referred to in Section 33 (1) of the Government Decree and Section IV. 1 of this Contract Notice. Should there be any discrepancy between the two documents, the provisions of this Call for Tender shall prevail.

Publication of the Call for Tender

Pursuant to Section 32 (2) of the Government Decree, the Call for Tender shall be published on the Contracting Authority's website (<http://www.mnv.hu/>), at the Customer Office situated at the Contracting Authority's registered office, in the daily paper Világgazdaság, on the website at <http://www.portfolio.hu> and in The Financial Times.

Contracting Authority's data and contact details

Name: MNV Zrt.
Registered office: H-1133 Budapest, Pozsonyi út 56.
Postal address: H-1399 Budapest, PO Box 708.
Contact person's name, position: dr. Kovács Levente, Head of Compliance Office
Contact person's email address: kovacslevente@mnv.hu
Contact person's notification address: H-1133 Budapest, Pozsonyi út 56.

The language of the Tender

The official language of the Tender is Hungarian.

II. THE ASSET TO BE SOLD AND IMPORTANT INFORMATION ABOUT THE SUBJECT MATTER OF THE TENDER

1 The asset to be sold

In this Tender Procedure, the shares issued by the Company and exclusively owned by the Hungarian State, as well as defined in paragraph (i) below and (if the Tender is effective), the call option rights defined in paragraphs (ii) and (iii) below to be established for the Winning Tenderer as the beneficiary of the call option right pursuant to the provisions of the Joint Venture Agreement shall be sold.

- (i) 2,490, i.e., two thousand four hundred and ninety dematerialised ordinary shares (ISIN: HU0000159306) of HUF 500, i.e., five hundred forints, nominal value each, representing 24.90% of the capital of the Company ('**First Share Package**'). The Contracting Authority defines the fixed purchase price of the First Share Package as HUF 890,000,000, i.e., eight hundred and ninety million forints.
- (ii) Call option right for shares representing 25.00% of the capital of the Company ('**Second Share Package Call Option Right**'). The Contracting Authority defines the price of the Second Share Package Call Option Right as HUF 8,950,000, i.e., eight million nine hundred and fifty thousand forints. The Contracting Authority defines the purchase price of the Second Share Package as HUF 895,000,000, i.e., eight hundred and ninety five million forints.

- (ii) Call option right for shares representing 50.10% of the capital of the Company (**‘Third Share Package Call Option Right’**). The Contracting Authority defines the price of the Third Share Package Call Option Right as HUF 8,950,000, i.e., eight million nine hundred and fifty thousand forints. The calculation method of the purchase price of the Third Share Package is included in Annex 1 of the Joint Venture Agreement (defined below).

(the Second Share Package Call Option Right and the Third Share Package Call Option Right shall hereinafter jointly be referred to as **‘Share Package Call Option Rights’**).

2 Further essential information about the subject matter of the Tender

2.1 The transaction structure

As a result of the Tender Procedure, the Company will further explore and re-use the Mining Sites under the terms and conditions of the Joint Venture Agreement to be concluded between the Winning Tenderer and MNV and regulating among others the acquisition of the shares of the Company in several phases (**‘Joint Venture Agreement’**). The draft Joint Venture Agreement (including - among others - the terms and conditions of exercising the Share Package Purchase Rights) are included in Annex 1 of the Detailed Information. The Tenderer shall enter into the Joint Venture Agreement with the contents included in Annex 1 of the Detailed Information. The co-operation between the Hungarian State and the Winning Tenderer to be defined in the Joint Venture Agreement shall focus primarily on the technical operational plan (research work programme) for the research phase, containing the elements of the Research Programme and submitted to the competent authority(ies) in the form defined in the Detailed Information as part of the Tender submitted by the Winning Tenderer with the technical contents undertaken in the Tender and prepared in compliance with the effective laws and regulations for defining the quantity and quality of the ore assets that can be economically extracted on the Mining Sites (**‘Research Work Programme’**).

As a result of the Tender, the Winning Tenderer shall also enter into an agreement with MNV, proceeding on behalf of the Hungarian State, simultaneously with the Joint Venture Agreement, which resolves the liability issues associated with any environmental damage caused during the execution of the Research Work Programme by the Company as well as the fulfilment of the historic environmental remediation obligation and the Tenderer shall enter into this Agreement with the provisions included in Annex 3 of the Detailed Information (**‘Agreement on Environmental Commitment’**).

2.2 Definition of the legal status of the Mining Sites planned to be used again by the Company

MNV submitted the claim for Recsk I Mining Site in 2011, based on which the Hungarian Office for Mining and Geology (legal successor: Mining and Geological Survey of Hungary, Hungarian abbreviation **‘MBFSZ’**) appointed MNV as the holder of the mining right in its decision 1505-04/2011.

At the moment, the closure of Recsk I Mining Site is in progress, with multiply extended deadlines, pursuant to the decision of Borsod-Abaúj-Zemplén County Government Office 2639-3/2015, amending the decision of Miskolc Mining

Inspectorate MBK/3414-13/2012, approving the technical and operational plan for the closure of the mine, effective until 31 December 2019. The competent environmental authority granted an environmental permit for the closure of Recsk I Mining Site under no. 18116-32/2009, which is effective until 31 December 2019. In addition, a number of other permits (remediation, monitoring, water rights operation, waste management) also impose obligations with regard to Recsk I Mining Site. In that regard, the Data Room specified in Section III. 4 of this Call for Tender contains further information.

As a result of separation by acquisition, in 2013 the mining right attached to Recsk II Mining Site was transferred to Nitrokémia Környezetvédelmi Tanácsadó és Szolgáltató Zrt. ('**Nitrokémia Zrt.**') owned in 100% by the Hungarian State. The transfer was approved by the Mining Inspectorate in Decision no. 2943-2/2013.

On the basis of the technical operational plans for suspension, the mining and exploration activity has been suspended at Recsk II Mining Site since 2007 as described in the Detailed Information.

MNV hereby declares that if the Tender Procedure is successful, it shall proceed in compliance with the provisions of the Joint Venture Agreement in order to make sure that the mining rights attached to the Mining Sites, the Mining Properties listed in Annex 5 of the Joint Venture Agreement and the other related assets listed in Annex 6 of the Joint Venture Agreement shall be made available to the Company within 120 (one hundred and twenty) working days from the entry into force of the Joint Venture Agreement.

III. ESSENTIAL CONDITIONS OF THE SALE

1 Type of the Tender

The Tender is announced on the day when the Call for Tender is published on the Contracting Authority's website (<http://www.mnv.hu>).

The Tender Procedure will be conducted as an open, single-round tender, where Tenderers can submit only binding tenders ('**Tender**') based on the Call for Tender. An effective tender can be made only in full compliance with the requirements for content and format included in the Call for Tender and the Detailed Information as well as in full compliance with the law, jointly for (i) purchase of the First Share Package, (ii) the payment of the consideration for the Share Package Call Option Rights, (iii) the unconditional acceptance of the Joint Venture Agreement, (iv) the unconditional acceptance of the Agreement on Environmental Commitment, (v) the unconditional acceptance of the contract for the sale and purchase of the First Share Package ('**Sale and Purchase Agreement for the First Share Package**') and (vi) the submission of the Research Programme within the framework of the Tender.

Any Tender which does not apply to each item listed above or contains any alternative proposal shall be deemed invalid and the Contracting Authority shall not issue any request for the supply of missing information to supplement the Tender.

2 Main minimum professional and financing expectations for the Tender

The Contracting Authority informs the Tenderers that the draft Joint Venture Agreement and the Agreement on Environmental Commitment set obligations to provide security. In addition, the Detailed Information regulates and describes in detail the minimum professional eligibility requirements of the Tenderers and other detailed requirements for the Tender, defined by the Contracting Authority.

The Tenderer must specify in the Tender the HUF amount the Tenderer agrees to use for the financing of the Research Programme to be developed by the Tenderer without any deduction or withholding (**‘Research Programme Financing Amount’**). The Contracting Authority disregards any Tender that expresses the Research Programme Financing Amount as a formula or that contains a non-financial element during the evaluation of the Tenders; if the purchase price is expressed as a formula, the Tenderer’s Tender shall be deemed invalid. The Contracting Authority declares that the Research Programme Financing Amount cannot be lower than the equivalent of USD 20,000,000, i.e., twenty million American dollars expressed in HUF. The conversion must be made at the USD/HUF exchange rate published by the National Bank of Hungary (**‘Research Programme Minimum Financing Amount’**). The other provisions for the financing of the Research Programme and the Operation of the Company are included in the Detailed Information.

3 Tender security

The Contracting Authority requires tender security (**‘Tender Security’**) as defined in Section 35 (1) of the Government Decree for the participation in the Tender. The Tender Security Amount is HUF 150,000,000, i.e., one hundred and fifty million forints, payable as described below.

The Tender Security shall be transferred into the escrow deposit account of MNV Zrt. kept by the Hungarian State Treasury under no. 10032000-01501542. The amount must be received and credited on the MNV account not later than on the Deadline for the Submission of Tenders. The following must be stated in the comments section of the transfer order: ‘Recsk Project - Tender Security’.

The Tenderer shall attach a certificate on the payment of the Tender Security to the Tender. If the certificate is not attached or if the Tender Security amount is not credited on MNV’s account no later than on the Deadline for the Submission of Tenders, the Tenderer’s Tender shall automatically be deemed invalid.

If the Call for Tender is withdrawn or the procedure is deemed as failed, and following the evaluation of the Tenders, the Contracting Authority shall refund the Tender Security to the non-winning Tenderers without any interest within eight days. The deadline shall be calculated from the publication of the announcement on the withdrawal of the Tender or the date of announcement of the result or failure.

The Tender Security of the Winning Tenderer shall be included in the purchase price of the First Share Package. The Tenderer shall lose the Tender Security and the Tender Security shall be kept by the Contracting Authority if (a) the Tenderer withdraws the Tender during the binding period of the Tender or otherwise violates the binding force of the Tender; (b) the Sale and Purchase Agreement for the First Share Package and/or the Joint Venture Agreement and/or the Agreement on Environmental Commitment fails for any reason attributable to the Tenderer; (c) the conclusion of the Sale and Purchase Agreement for the First Share Package and/or the Joint Venture Agreement and/or the Agreement on Environmental Commitment fails due to any reason within the scope of

interest of the Winning Tenderer; or (d) in the case a consortium, any member of the consortium leaves the consortium or otherwise violates the binding force of the Tender following its submission.

4 Due Diligence

Tenderers successfully completing the Prior Registration described in Section IV 1 below shall be entitled to conduct legal, technical and financial due diligence in relation to the Recsk Project (**'Due Diligence'**).

In the course of the Tender Procedure the following will be provided to the Tenderers for Due Diligence purposes: (i) internet data room access (**'Data Room'**); the Data Room contains specific financial, legal and commercial information on the subject matter of the Tender, (ii) option to ask questions concerning the Due Diligence.

The Data Room is likely to be open from 3 September 2018 until the Deadline for the Submission of Tenders.

The Contracting Authority hereby informs the Tenderers that the State Geological, Geophysical and Mining Data Store (**'MBFSZ Data Store'**) specified in MBFH Directive 1/2017 (28 June) on the mode of accessing and issuing data managed by the State Geological, Geophysical and Mining Data Store operated by MBFSZ and the charges that may be applied to the data supply provides access to the documents classified as extremely important in relation to the occurrence of non-ferrous metal ore of Recsk to the interested parties in the geological data room. The Tenderers can have access to the MBFSZ Data Store in the MBFSZ Building at H-1145 Budapest, Columbus u. 17-23 free of charge, at pre-arranged time and, if the Tenderers intend to have copies of the data included in the data store, they can obtain them in exchange for the payment of special fees.

Further information on Due Diligence is included in the Detailed Information.

IV. APPLICATION FOR THE TENDER AND PLACE, MODE AND TIME OF THE SUBMISSION OF THE TENDER

1 Conditions and mode of application for the Tender

A successful prior registration (**'Prior Registration'**) defined below is a prerequisite of participating in the Tender.

The Tenderer shall pay HUF 10,000,000 + VAT, i.e., ten million forints plus value added tax as the purchase price of the Investor Information Package (**'Investor Information Package Purchase Price'**) into MNV Zrt.'s account no. 10032000-01457522 kept by the Hungarian State Treasury by bank transfer, indicating the title 'Recsk Project – Investor Information Package Purchase Price' in the comments section. The Investor Information Package Purchase Price is deemed paid when the amount is credited in MNV's bank account.

Prior Registration may be requested by any natural person or legal person which is a transparent organisation pursuant Act CXCVI of 2011 on the National Assets (**'National Assets Act'**).

Pursuant to the Contract Notice, the Tenderer is a person submitting a tender or a community of Tenderers or other ad hoc association (consortium) established for the

purpose of submitting a joint Tender and assuming joint and several liability during the Tender Procedure and the contract (the ‘**Tenderer**’).

The Tenderer may submit only one tender and can only take part in one tender in the procedure either individually or as a member of a consortium.

Prior Registration may be requested with an application addressed to the individual designated by the Contracting Authority as contact person, dr. Levente Kovács (1133 Budapest, Pozsonyi út 56.), submitted no later than on 5 November 2018 (and simultaneously sent electronically to the contact person to kovacslevente@mnv.hu e-mail address), by fully completing and officially signing the declaration in Annex 1 of this Call for Tender (‘**Tender Form**’) and attaching the annexes defined below. The Contracting Authority deems only fully completed Tender Forms, signed officially or by hand, as valid and effective. Each page of the Tender Form and the annexes defined below shall be signed officially by the representative of the Tenderer or, by hand in the case of natural persons (with the exception of official documents).

1.1 The Tenderer shall submit the following documents with Prior Registration application:

- 1.1.1 The completed Tender Form included in Annex 1, in which the Tenderer provides the data specified therein and declares (i) being a transparent organisation pursuant to the National Assets Act, (ii) not having any overdue public debt, (iii) not having any overdue debt to MNV and (iv) not being subject to winding up and no bankruptcy or liquidation procedure or any other procedure for termination specified by law, or debt settlement procedure is in progress against them.
- 1.1.2 Payment of the Investor Information Package Purchase Price by transfer into the Contracting Authority’s account no. 10032000-01457522 kept by the Hungarian State Treasury and the document certifying that payment.
- 1.1.3 The Confidentiality Statement included in Annex 2, signed officially or, in the case of natural persons, by hand.

1.2 Other documents required in the case of business associations

- 1.2.1 (i) Certificate of incorporation or a (ii) certificate issued by a competent foreign authority, containing at least the fact and the date of the company registration, the registered capital and the name(s) of the owner(s) and authorised signatory(ies) of the company, issued not earlier than 30 (i.e., thirty) days, in original form or in a copy certified by a public notary.
- 1.2.2 A signatory statement in its original form or in a copy certified by a notary public (specimen signature, signature sample or their equivalent in the country of registration).
- 1.2.3 Original copy of the effective deed of constitution, in a consolidated structure with modifications, or its copy certified by a notary public.

1.3 Further documents required in the case of other legal persons:

- 1.3.1 Resolution on registration in its original form or in a copy certified by a notary public.

- 1.3.2 A statement certifying the signatory rights, in its original form or in a copy certified by a notary public (specimen signature, signature sample or their equivalent in the country of registration).
- 1.3.3 Original copy of the effective deed of constitution, in a consolidated structure with modifications, or a copy certified by a notary public.

1.4 Further documents required from all natural persons and legal persons:

- 1.4.1 If the Tenderer proceeds with a proxy, the proxy authorisation in an authentic instrument or as a private document, fully acceptable as proof.

The Contracting Authority verifies compliance with all conditions of the Prior Registration. If the Tenderer has fulfilled all the conditions included in this Section IV/1 with regard to Prior Registration and, based on the Contracting Authority's verification, the Prior Registration of the given Tenderer was successful, the Contracting Authority shall inform the Tenderer on it via e-mail within 5, i.e., five, working days from the date of submission of the Prior Registration and shall provide access to the Investor Information Package for the Tenderer on the platform of the Data Room. If according to the information received from the Contracting Authority, the Prior Registration of the particular Tenderer failed, the Tenderer shall be excluded from the Tender Procedure and shall not be entitled to take part in it. The Contracting Authority shall inform the Tenderer of the exclusion via e-mail within 5, i.e., five, working days from the submission of the Prior Registration. If the Prior Registration of any Tenderer failed but the Tenderer paid the Investor Information Package Purchase Price, then the Contracting Authority shall refund it to the Tenderer within 8, i.e., eight, days from the decision on the failure of the Prior Registration.

The Contracting Authority states that an entity other than the Tenderer performing the Prior Registration (**'Project Company'**) can also enter into the Joint Venture Agreement, the Sale and Purchase Agreement for the First Share Package, the Agreement on Environmental Commitment based on a winning Tender, but the Tenderer shall specify the entity entering into the contract in the Tender and the designated entity must fulfil the requirements listed in the Detailed Information in that regard.

The Contracting Authority may request supply of missing information and other information from the Tenderer if the above documentation is incomplete or if based on the application and the attached documents the adequacy of the legal person or natural person requesting Prior Registration specified in this Section cannot be established beyond any doubt from the attached documents. In this case, the 5, i.e., five, working day deadline specified in this Section for the communication of the result of the Prior Registration shall be calculated from the time when the complete documentation is available.

If the Tenderer submits the Tender as a member of a consortium (**'Consortium'**; or individually **'Consortium Members'**), then the Investor Information Package Purchase Price shall be paid by one consortium member. Further requirements for consortia are included in the Detailed Information.

2 Content of the Investor Information Package

The Investor Information Package consists of the following components:

- a) Investor Information (Information Memorandum)

- b) Detailed Information and annexes (including the draft Joint Venture Agreement and annexes, the draft Sale and Purchase Agreement for the First Share Package, the draft Agreement on Environmental Commitment) and the declaration templates required for the submission of the Tender
- c) Data Room Policy and Use Documentation

The Due Diligence documents are contained in the Data Room.

3 Place, method and date of submitting the Tender

The deadline for the submission of Tenders (**‘Deadline for the Submission of Tenders’**) is: day 3 December 2018 12:00 hours (providing that the Deadline for the Submission of Tenders is not extended by the Contracting Authority). The Contracting Authority shall have the right to extend the Deadline for the Submission of Tenders by applying the provisions on the modification of the Call for Tender, by the 10th, i.e., tenth, calendar day prior to the Deadline for the Submission of Tenders on one occasion, and by no more than 30, i.e., thirty, calendar days.

The Tenders may be submitted by post, with recorded delivery, or in person, based on acknowledgement of receipt, at the following address of MNV:

- a) in person: Magyar Nemzeti Vagyonkezelő Zrt., Central Receipt and Mail Unit
H-1133 Budapest, Pozsonyi út 56.
- b) by post: Magyar Nemzeti Vagyonkezelő Zrt.
H-1399 Budapest, P.O. Box 708.

Any Tender received after the Deadline for the Submission of Tenders shall be null and void.

The Tenders may be submitted in person from Monday to Thursday between 9.00 and 16.00, on Friday between 9.00 and 14.00, at the address specified for submission, within the opening hours indicated above, either in person or through a proxy. The Tenderer's proxy must certify their proxy authorisation in an authentic instrument or in a private document fully acceptable as proof. The availability of the authorisation is verified by the individual accepting the Tender.

The Contracting Authority recognises the receipt of the submitted Tender with an acknowledgement of receipt.

MNV informs the Tenderers that, for security reasons, the building or the exact location of the submission of the Tenders can only be accessed with the presentation of an ID card or a passport and the administration process may take time. Any Tender submitted at any place other than the place defined in the Call for Tender shall be null and void.

If the Tenderer submits the Tender by post, any uncertainty relating to postal delivery (including especially delivery after the Deadline for the Submission of Tenders, damage occurring in the package, etc.) shall be the Tenderer's risk.

The Tenderer shall be responsible for making sure that the Tender is received by the Deadline for the Submission of Tenders. MNV cannot accept any reference to any impediment relating to any delay.

The Tenderer is obliged to carefully study and follow all instructions, formal requirements, terms and conditions included in the Call for Tender and in this Detailed Information.

Pursuant to Section 36 (1) of the Government Decree, the Tender shall be submitted in 5, i.e., five, printed and one electronic copies (on electronic data medium, i.e., CD or DVD) in compliance with the formal requirements defined in the Detailed Information.

4 Validity of the Tenders

The detailed rules of the Tender Procedure are described in the Detailed Information. A Tender is valid if it fully complies with the tender criteria described in this Call for Tender and in the Detailed Information.

The content elements and annexes of the Tender are defined in the Detailed Information.

The Tender submitted by the Tenderer is declared null and void on the basis of the reasons described in the Detailed Information, including especially the following cases.

- 4.1 the Tender is submitted after the Deadline for the Submission of Tenders;
- 4.2 the Tender was submitted by a Tenderer whose Prior Registration was not completed successfully;
- 4.3 the Tender is submitted by a Tenderer who/which is not a transparent organisation according to the provisions of Act CXCVI of 2011 on National Assets;
- 4.4 the Tenderer supplies false data or makes a false declaration or submits a clearly unfounded Tender;
- 4.5 the Tenderer has an overdue public debt;
- 4.6 the Tenderer has an overdue and existing debt to MNV;
- 4.7 if the Tenderer is subject to liquidation, bankruptcy or winding up procedure;
- 4.8 the Tenderer did not make a proposal or undertake to be bound in the Tender for all components defined as the content elements of the Detailed Information or the Tender;
- 4.9 the Tenderer proposes amendments in the Joint Venture Agreement, the Sale and Purchase Agreement for the First Share Package and the Agreement on Environmental Commitment defined in the Detailed Information;
- 4.10 the Tenderer's Tender does not fulfil the minimum professional requirements applicable to the Research Programme defined in the Detailed Information and to be submitted as part of the Tender or the requirements for the Research Programme minimum financing amount indicated in the Detailed Information;
- 4.11 the Tenderer's Tender does not contain the information defined in the Detailed Information for the evaluation of the Tenders, i.e., the Tenderer's Tender is incomplete, or
- 4.12 the Tenderer defines conditions for the quantitative criteria defined in the Detailed Information.

5 Binding Period of the Tender

Tenderers must keep their Tenders in full effect and valid until the end of the 120th. i.e., one hundred and twentieth day from the deadline for the submission of tenders (binding period of the tender) unless the Contracting Authority enters into a contract with the winning tenderer, or withdraws the contract notice, or declares the tender a failure within that period.

The Binding Period of the Tender shall be extended by the period of extension if the Evaluation Deadline is extended by the Contracting Authority.

The Tenderers may modify or withdraw the Tenders by the Deadline for the Submission of Tenders. The Tenderer shall be bound to the modified Tender for the period defined in the Detailed Information as the binding period of the tender.

6 Opening of the Tenders

The Tenders shall be opened after the Deadline for the Submission of Tenders. The sealed envelopes containing the Tenders shall be open on 4 December 2018 at 12:00, in the presence of a notary public, at the registered office of MNV Zrt. (1133 Budapest, Pozsonyi út 56.). The Contracting Authority prepares a report on the opening and presentation of the Tenders. The tender opening is not open to public, and may only be attended by the representatives of the Contracting Authority. The Contracting Authority otherwise opens the Tenders in compliance with Section 37 of the Government decree.

7 Evaluation of the Tenders

The Tenders are evaluated by an evaluation committee, which is established pursuant to the Government Decree in compliance with the rules on incompatibility included therein ('**Evaluation Committee**').

The Evaluation Committee evaluates the Tenders submitted by the Tenderers according to the evaluation criteria described in the Detailed Information and decides which Tender is well-founded and offers the most favourable overall conditions.

The Tenders shall be evaluated by 2 January 2019 ('**Evaluation Deadline**'). The Contracting Authority may extend the Evaluation deadline on one occasion by no more than 30, i.e., thirty day, and shall simultaneously inform the Tenderers about it in writing via e-mail. If the Contracting Authority extends the evaluation deadline, the binding period of the Tenders of the Tenderers shall also be extended by the same period.

The Contracting Authority informs all Tenderers of the result of the Tender in writing within 8 (eight) days of the evaluation and shall publish it within 15 (fifteen) days after the evaluation on the website of MNV (<http://www.mnv.hu>), at the Customer Service Office and the registered of the Contracting Authority, in the daily paper 'Világgazdaság', on the website at <http://www.portfolio.hu> and in the paper 'the Financial Times'.

V. OTHER INFORMATION

1 Reservation of rights

- 1.1 The Contracting Authority reserves the right to withdraw the Call for Tender without any reasoning until the day preceding the day of Deadline for the

Submission of Tenders, in which case it shall immediately inform the Tenderers who already applied for Prior Registration and shall also publish an announcement about it at the same places and in the same manners as applicable to the publication of the Contract Notice.

- 1.2 The Contracting Authority reserves the right to declare the Tender Procedure a failure in compliance with Section 41 (6) of the Government Decree.
- 1.3 The Contracting Authority also reserves the right to modify any condition defined by it in the Call for Tender or Detailed Information exceptionally and in a justified case during the Tender, with sufficient notification to the Tenderers, no later than by the 10th (i.e., tenth) day prior to the day of the Deadline for the Submission of Tenders, also including any annex of the Detailed Information, i.e., the draft Joint Venture Agreement, the Sale and Purchase Agreement for the First Share Package and the draft Agreement on Environmental Commitment. With that regard adequate notification means any notification sent via e-mail, fax, by a courier or by post as recorded delivery, to any contact address provided by the Tenderer.
- 1.4 If the Winning Tenderer withdraws and in cases referred in section 41 (4) of the Government Decree, the Contracting Authority reserves the right to enter into the Joint Venture Agreement/Sale and Purchase Agreement for the First Share Package/Agreement on Environmental Commitment with the Tenderer submitting the next most favourable Tender and to execute the Recsk Project with that Tenderer or to issue a new contract notice/tender.
- 1.5 Without prejudice to other rights and legal remedies of the Contracting Authority, the Contracting Authority reserves the right to submit at any time the access to the Data Room of the Tenderer or the Tenderer's representative, or to prohibit any tenderer from submitting a Tender if it may be concluded that the Tenderer has or may have violated the Confidentiality Statement.

2 Other

With regard to any issue not regulated in this Call for Tender or in the Detailed Information, the provisions of the State-Owned Assets Act and of the Government Decree shall be applied.

With regard to issues regulated in Sections I, II, III, IV above and in this Section V of this Contract Notice, further information is included in the Detailed Information.

If you have further questions then please do not hesitate to turn to the MNV Contact Person.

Budapest, 3 September, 2018

Annexes:

1. Annex 1: Tender Form
2. Annex 2: Confidentiality Statement

ANNEX 1 TO THE CALL FOR TENDER

TENDER FORM

Magyar Nemzeti Vagyonkezelő Zártkörűen Működő Részvénytársaság (registered office: 1133 Budapest, Pozsonyi út 56.; company registration number: 01-10 045784; as ‘**MNV**’) announces a single-round open Call for Tender (‘**Call for Tender**’) for the sale in a direct share sale and purchase transaction and the sale of call option right of the shares held by the Hungarian State and subject to the exercise of the ownership right of the Contracting Authority (the ‘**Tender**’) in MÁTRAÉRC Bányászati Zártkörűen Működő Részvénytársaság (registered office: 1133 Budapest, Pozsonyi út 56.; company registration number: 01-10-049752; the ‘**Company**’) for involving an investor with sufficient competence for the continued exploration and re-use of Recsk I - Copper Ore mining site (‘**Recsk I Mining Site**’) and Recsk II -Precious Metal and Non-Ferrous Metal Ore mining sites (‘**Recsk II Mining Site**’) (Recsk I Mining Site and Recsk II Mining Site shall hereinafter jointly referred to as ‘**Mining Sites**’).

Pursuant to the Call for Tender, the signature of this declaration is a pre-requisite of prior information, in view of which, I, the undersigned _____ (place and date of birth: _____; mother’s name at birth: _____; address: _____) as the authorised signatory or authorised representative of _____ (‘**Tenderer**’) (registered office: _____; company registration No.: _____) hereby declare the following on behalf of the **Tenderer** and being aware of my criminal liability:

1. The Tenderer intends to submit a Tender in accordance with the Call for Tender and has studied the contents of the Contract Notice.
2. The Tenderer is a natural person or is a transparent organisation pursuant to Section 3 (1) of Act CXCVI of 2011 on National Assets.
3. The Tenderer does not have any overdue public debt.
4. The Tenderer does not have any existing overdue debt to MNV.
5. The Tenderer currently active, is not subject to winding-up and no bankruptcy or liquidation or any other procedure for termination, specified by law or debt settlement procedure is in process against them.

Tenderer's data and contact person:

For a legal person tenderer:

Name:	
Company registration number:	
Tax number:	
Registered office:	
Postal address:	
Contact person's name:	
E-mail address:	
Contact person's phone number:	

For a natural person tenderer:

Name:	
Name at birth:	
Place and date of birth:	
Mother's name:	
Home address:	
Citizenship:	
Type and issuer of the personal document:	
Number of the personal document:	
Postal address:	
E-mail address:	
Phone number:	

Signature page follows

_____, ____ day _____ month 2018 ____

Name: _____

Position: _____

Company name: _____

Witnessed by (in the case of a natural person Tenderer):

Name: _____

Name: _____

Position: _____

Position: _____

Company name: _____

Company name: _____

ANNEX 2 TO THE CONTRACT NOTICE

DECLARATION ON CONFIDENTIALITY STATEMENT

In compliance with the provisions of Act CVI of 2007 on State-Owned Assets (**‘the State-Owned Assets Act’**) in a Call for Tender (**‘Call for Tender’**) published by MNV, exercising the ownership rights of the Hungarian State and Government Decree 254/2007 (4 October) on the management of state-owned assets on 3 September, 2018, the MNV announced a single-round open tender (**‘Tender’** or **‘Tender Procedure’**) for the sale, in accordance with this Detailed Information, in a direct share sale and purchase transaction and the sale of purchase right of the shares held by the Hungarian State and subject to the exercise of the ownership right of the Contracting Authority (the **‘Project’**) in MÁTRAÉRC Bányászati Zártkörűen Működő Részvénytársaság for involving an investor with sufficient competence for the continued exploration and re-use of Recsk I - Copper Ore mining site (**‘Recsk I Mining Site’**) and Recsk II -Precious Metal and Non-Ferrous Metal Ore mining sites (**‘Recsk II Mining Site’**) (Recsk I Mining Site and Recsk II Mining Site shall hereinafter jointly referred to as **‘Mining Sites’**);

The details of the Tender Procedure and any detailed business legal and other conditions relating to the Project are included in the **‘Investor Information Package’**, available in exchange for consideration.

I, the undersigned,,
company (registered office:, company
registration No.:, represented by:
.....), hereinafter: **‘Tenderer’**, by signing this declaration,
undertake the following confidentiality obligation (**‘Statement’**) to **MNV Zrt.** (registered
office: 1133 Budapest, Pozsonyi út 56.; company registration No.: 01-10 045784) (**‘MNV’**):

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- 1.1 Pursuant to Section 33 (4) of the Government Decree, the Tenderer undertakes to treat any fact, condition, data, documents and information obtained and/received in relation to the Project, the Investor Information Package and the persons or companies involved in them, including, among others data created, processed, stored or managed on information technology equipment and especially but not limited to the content of the **‘Data Room’** created in relation to the Project and the written questions concerning the due diligence and the received answers as strictly confidential information and business secret (**‘Confidential Information’**). By signing this confidentiality statement the Tenderer undertakes to manage strictly confidentially all information (including especially, but not limited to the conditions of the Tender, as well as the fact that the Tenderer takes part in the Tender) in compliance with the provisions of this confidentiality statement and the provisions of the applicable legal regulations.

Confidential Information does not include any information or materials, which

- (i) became known widely outside disclosing party or the parties authorised by them (unless it is the consequence of the infringement of the Statement)

- (ii) are developed by the Tenderer lawfully irrespective of the information or materials of the disclosing party
 - (iii) are obtained by the Tenderer lawfully from a third party who also obtained them lawfully
 - (iv) are part of the public Call for Tender or
 - (v) are part of public domain.
- 1.2 The Tenderer declares and undertakes to make any Confidential Information accessibly only in compliance with the provisions of this confidentiality statement and to take all necessary measures,, generally expected for the protection of such type of sensitive information (including especially but not limited to protection against cyber-attacks) at their own cost in order to keep the confidentiality of the Confidential Information.
- 1.3 The Tenderer may disclose the Confidential Information only to such employees (in the case of legal person) or executive officers (in the case of legal person) and advisers (**‘Representatives’**) in relation to whom it may be certified that the assessment of the Confidential Information by them contributes to the implementation of the Tender (**‘Permitted Objective’**), providing that such representatives also recognise the obligations included in this confidentiality statement as binding in a separate document. When requested by MNV, the Tenderer shall present the confidentiality statements signed by the Representatives in separate documents within 1, i.e., one working day from the order received from MNV. The failure to issue or present the respective confidentiality statements shall be construed as severe breach of this confidentiality statement, and MNV shall be entitled to apply the legal consequences included in this confidentiality statement even if the Confidential Information is actually not disclosed.
- 1.4 The Party Bound by Confidentiality hereby undertakes:
- (i) not to publish or order the publication, or disclose in any manner, or make available for the public or third party the Confidential Information either directly or indirectly and not to make it accessible or available for third parties and not to make photos and other recordings of it,
 - (ii) with the exception of the proposals to be submitted on the basis of the calls for proposals, not to use the Confidential Information either for their own purposes or for the purposes of any third party beyond the scope of preparation of the proposals and not to share it with any third party without the need for use,
 - (iii) not to refer or otherwise indicate the existence or source of the Confidential Information to third parties,
 - (iv) to take all reasonable efforts not to make the Confidential Information available or accessible to any unauthorised third party,
 - (v) to keep the Confidential Information without any limitation in time or content after the signature of this statement,
 - (vi) to ensure that all employees and/or third parties who obtain the Confidential Information during work or any other relationship

involving work or their membership status or as contributors or in some other legitimate way should also assume an obligation, with the same content as included in this statement, to preserve the Confidential Information.

1.5 The Confidential Information

- (i) may be used for purposes other than the Permitted Objective, or
- (ii) be made accessible to persons other than the Representatives only with the prior written authorisation of MNV. In the case of MNV's request, the Tenderer or the Representatives undertake to destroy the Confidential Information or any document (analysis, report, etc.) prepared on its basis at their own cost and to certify that fact to MNV. The Tenderer shall not have the right to contact MNV or its employees, managing directors or other representatives unless MNV orders otherwise.

1.6 The Tenderer also assumes full legal liability for any violation of the contents of this statement. The Tenderer's liability also applies when the business secret is violated by their employees or contributors who obtain the Confidential Information from defined above from the Tenderer during work. The Tenderer undertakes that in case this confidentiality statement is deliberately or negligibly violated (also including the deliberate or negligible violation of this confidentiality statement by the Representatives) they shall pay HUF 10,000,000 contract violation penalty to MNV, upon the first order, without any objection, into the bank account number specified by MNV within 3, i.e., three days. It shall especially constitute negligible violation of contract if the Tenderer or the Representatives do not take all expected measures to protect the Confidential Information including especially but not limited to enhance protection against cyber-attacks. Beyond the penalty amount MNV can also claim for damages against the Tenderer. The Tenderer agrees that the penalty amount indicated above is fair in every aspect considering the interests of MNV associated with the Confidential Information and hereby expressly waives the right to challenge the amount of the penalty under the title of gross disparity in value.

1.7 If, on the basis of any effective piece of legislation, the Tenderer is obligated to disclose the Confidential Information or any part thereof, the Tenderer shall immediately inform MNV about the fact and shall try to take all measures, within the framework of the law, in agreement with MNV, to reduce the quantity of the information to be released.

1.8 The provisions of this Statement shall be effected without any limitation in time.

Unless otherwise indicated, the expressions started with capital letters in this Statement shall have the same meaning as defined in the Call for Tender and in the Detailed Information.

Date:

.....

Tenderer