

REMUNERATION POLICY

ON THE EMPLOYEE STOCK OWNERSHIP PLAN SET UP BY
4IG PUBLIC LIMITED COMPANY

Enters into force: 29.04.2020

The Board of Directors of 4iG Public Limited Company (seat of business: 1037 Budapest, Monte-video street no. 8, registered at Fővárosi Törvényszék Cégbírósága (in English: Company Registry Court of Budapest-Capital Regional Court), under no. Cg.01-10-044993, hereinafter referred to as the 'Founder') has drafted the following ESOP Remuneration Policy.

1. The Scope of the Remuneration Policy

The scope of this ESOP Remuneration Policy is to recognize, encourage and increase the commitment of employees to the founder's executive officers and key managers in achieving an improvement in the economic performance of the Founder.

To this, the Founder introduces the Employee Stock Ownership Plan (hereinafter referred to as 'ESOP'), in which the stimulation of affected employees makes employees interested in the improvement of the founder's performance.

The purpose of this ESOP Remuneration Policy is to create the ownership interest of the workers concerned in accordance with the provisions of the ESOP Act. To this end, the Founder provides the ESOP Organization with a call option for 4iG ordinary shares (hereinafter referred to ESOP Option) free of charges, which may be exercised by the ESOP Organization if the condition(s) for improving the economic performance of the Founder is met. Pursuant to the provisions of the Articles of Association of the ESOP Organization, the ESOP Organization does not receive the Founder's own shares in the exercise of the ESOP Option, but rather the market price and, following deduction of the exercise price of the ESOP Option, is entitled to allocate them to the Members in the ESOP when the members' share are withdrawn.

2. Scope of Application

The scope of the ESOP Remuneration Policy shall hereby cover:

1. in the majority owned (direct or indirect) subsidiaries of 4iG Plc. or
2. in the majority owned (direct or indirect) subsidiaries of 4iG Plc. or
3. companies the subsequently join the 4iG ESOP that accept this Remuneration Policy as binding on them (Joiners),

natural persons holding senior and middle management positions as defined in Annex no. 1 of this ESOP Remuneration Policy for employees and senior executives.

3. Definitions

The terms used in this ESOP Remuneration Policy shall have the meanings as follows:

Founder:	4iG Plc. (seat of business: 1037 Budapest, Montevideo street no. 8.; company registration number: 01-10-044993)
Articles of Association:	The Memorandum of Association of the ESOP Organization, approved by the 4iG Plc. as the Founder.
Delivery Period:	The period following the Claim Entry Date, during which the Members receive their claim for the part resulting from the receipt, valuation, yield and cash conversion of the Financial Instruments; in the first ESOP Programme under the ESOP Remuneration Policy, this represents the difference between the market price of the shares and the exercise price of the ESOP Option.
Joiner:	A legal entity that joins to the ESOP of 4iG Plc. which is authorized to initiate ESOP, either individually or jointly with another legal entity.
Assessment Period:	The period up to the last day of three months following the date of publication of the accounting report of fulfilment of the condition(s) for the financial year(s), during which the Founder shall hereby examine the fulfilment of the Condition(s) and inform the Members and Executive officer of the ESOP Organization of its results.
Condition(s):	Conditions Justifying the Improvement of Economic Performance, if they are established for a given job and are stored in accordance with this ESOP Remuneration Policy and ESOP Act determined by the Founder's General Meeting or, under the authority of the General Meeting, the Founder's Board of Directors in accordance with this ESOP Remuneration Policy and ESOP Act.
Conditions Justifying the Improvement of Economic Performance:	One or more conditions justifying the future improvement of the Founder's economic performance which can be supported by the data contained in the Founder's published accounting report. Members may receive payment only if the Conditions Justifying the Improvement of Economic Performance are met. Conditions Justifying the Improvement of Economic Performance must be determined by the General Meeting of the Founder or the Board of Directors of the Founder. Conditions Justifying the Improvement of Economic Performance may differ from one ESOP Program to another.
Claim Enforcement Date:	the day which, according to Section 24/H § of ESOP Act. (2), the Financial Instrument of the current ESOP Program has been converted into currency, and the day on which the Member's claim for

the part resulting from the receipt, valuation, return and cash conversion of the Financial Instruments acquired by the ESOP Organization.

Authorized Person:	The person acting under the authority of the supreme body of the ESOP Organization and entrusted by the Founder.
ESOP:	Employee Stock Ownership Plan
ESOP Remuneration Policy:	Remuneration policy underlying the founding ESOP program or programs.
ESOP Option(s)	the Financial Instrument acquired by the ESOP Organization which gives the ESOP Organization the right to purchase shares.
ESOP Programme(s):	Employee Stock Ownership Plan or plans initiated or to be launched in accordance with the terms and Conditions laid down by the Founder's general meeting or the Founder's board of directors.
ESOP Organization:	In the framework of the ESOP Remuneration Policy, the Founder-established legal entity, the 4iG Employee Stock Ownership Plan Organization (seat of business: 1037 Budapest, Montevideo utca 8.), is in line with the ESOP Act, shall be considered to be an ESOP organization handling financial instruments upon the new-type remuneration policy.
ESOP Act:	Act of XLIV of 1992 on Employee Stock Ownership Plan.
Act on the Labor Code:	Act of I of 2012 on the Labor Code
Financial Instrument	Ordinary Shares subject to the ESOP Option or any reimbursement under the ESOP plan initiated under this ESOP Remuneration Policy, or (ii) other securities representing an approximate investing risk traded on a regulated market as defined in the Capital Market Act, or (iii) rights related to ordinary shares or securities complying with this condition, or (iv) other financial instruments that may be provided by the ESOP Act.
Act on Civil Code:	Act V of 2013 on the Civil Code.
Shares:	4iG equity shares with ISIN Id HU0000167788 issued by the Founder with a nominal value of 20- HUF
Members:	Natural persons who are employees or senior officials of the Founder and who are covered by the ESOP Remuneration Policy

and thereby are Members of the ESOP Organization until their membership ceases.

Membership Shares: Share of the shareholders in the ESOP Organization

Performance Period: The period prescribed by the Founder for the fulfilment of the condition(s), in accordance with the relevant provisions of the ESOP Act.

4. Personal scope of the ESOP Remuneration Policy and scope of Members

Natural persons holding the positions detailed in Section 2 of this ESOP Remuneration Policy and Annex no. 1 to this ESOP Remuneration Policy may participate in the ESOP as follows:

According to Subsection 2 of Subsection of ESOP Act, participation in the ESOP Organization is not mandatory for all buyers, participation is optional. If Members listed in the Annex no. 1 to this ESOP Remuneration Policy wish to exercise their entitlement, they must submit the statement in Annex no. 2 to this ESOP Remuneration Policy to the Founder's HR Department within 10 days of becoming aware of this Remuneration Policy.

The Board of Directors of the Founder is entitled to amend and supplement Annex no. 1 and may determine additional positions to be covered by the ESOP. The addition and amendment to Annex no. 1 is administrative and does not constitute an amendment to this ESOP Remuneration Policy.

5. Temporal Scope of the ESOP Remuneration Policy

Present ESOP Remuneration Policy enters into force on the [*] April 2020 and may be revoked by the decision of the Founder, or shall expire at the end of the given ESOP Program and upon completion of the accounts with the Members, provided that no new ESOP Program is launched.

6. Subject of the Reimbursement

The Financial Instrument that can be obtained under the first ESOP Program is the purchase rights for the acquisition of shares: ESOP Option. The Founder makes the ESOP Option available to the ESOP Organization as a non-monetary contribution within the deadline set out in the Articles of Association.

When exercising the ESOP Option, the ESOP Organization does not receive the Founder's own shares, but the market price and, after deducting the exercise price of the ESOP option is entitled to allocate them to the Members in the ESOP when the members' shares are withdrawn.

Upon exercising the ESOP Option, the Founder transfers its own shares to the ESOP Organization and then buys them back from the ESOP Organization at the market exchange rate during the exercise of

the ESOP Option. The ESOP Organization and the Founder shall hereby settle the balance of their claims and liabilities arising from the exercise of the ESOP Option and the repurchase of shares in cash. Under the above mechanism, the ESOP Organization will be entitled to the difference between the market price of the shares and the exercise price of the ESOP option when exercising the ESOP Option.

The Board of Directors of the Founders may determine any Financial Instrument for the ESOP Program as an object of ESOP allocation.

7. Conditions

The ESOP Organization may only transfer funds from the exercise of the ESOP Option (or other Financial Instrument) to Members, provided that the conditions justifying Economic Performance Improvement are met during the Performance Period, to which participants are entitled free of charge during the Delivery Period.

Compliance with the Conditions during the Performance Period will be examined by the Founder during the Assessment Period, and after the examination the ESOP Option (or other Financial Instrument) may be exercised (the ESOP Option must be exercised during the Assessment Period, but the Founder's Board of Directors may set a longer period of no more than two years for the conversion of the Financial Instrument into currency) and the ESOP Organization must draw up an interim balance sheet by the following date. In the first ESOP Program, the difference between the market price of the shares and the exercise price of the ESOP Option may then be transferred in cash to the Members during the Delivery Period.

The ESOP Option (or other Financial Instrument) is held and managed by the ESOP Organization until the Conditions are met and after the exercise of the ESOP Option (or other Financial Instrument), the Members will not receive their respective funds.

Under the scope of this ESOP Remuneration Policy, several ESOP programs can be launched in accordance with the Condition(s), which shall be decided by the General Meeting of the Founders or by the Founder Board of Directors.

8. ESOP management for the management of Financial Instruments under the ESOP Organization

The ESOP Organization is a legal entity that manages ESOP Option (or another Financial Instrument). The ESOP Option (or other Financial Instruments) is provided by the Founder for the ESOP Organization, but, subject to the provisions of Subsection 2 of Section 24/C. of the ESOP Act, the Members are those who acquire a share in the ESOP Organization.

The Member acquires (non-interrelated) Membership Shares based on the ESOP Option (or other Financial Instrument) to which it is entitled under different Conditions (in particular for the start of different ESOP Programs).

The ESOP Organization shall keep a permanent record of the Members and their Membership Shares.

A Member in the ESOP is only entitled to know the data relating to his or her member's share, the head of the ESOP and shall not allow access to documents and records relating to any other Member in the ESOP.

The Membership Shares of the Members shall be calculated equally at the time of entry. New Members entering the ESOP Organization will also receive Membership Shares proportionally so that all Members share the same Membership Shares. However, the final members' share of the Members depends on whether and to what extent the Conditions are actually met for each Member.

The Member will receive funds from the exercise of the ESOP Option (or other Financial Instruments) after their participation in the ESOP Organization has been involved during the Delivery Period. Therefore, before the Members receive the amount of money, they receive from the exercise of the ESOP Option (or other Financial Instruments), their Membership Shares of the ESOP Organization will be terminated.

If the Conditions have not been fully met during the Performance Period, Section 24/I. of ESOP Act shall be applied which states that part or all of the Membership Shares is transferred to the Founder, without consideration. Similarly, the share of the Members' participation in the Financial Instrument provided by the Founder as non-monetary contribution is also transferred to the Founder, with no condition attached, since the number of Members entering the ESOP Organization later falls below the number of Members planned by the Founder.

9. Acquisition of ESOP disbursement

Upon completion of the Assessment Period, the Members will be notified of the fulfilment of the Conditions and the amount of ESOP Option (or other Financial Instruments) they are eligible for. Membership Shares will be involved on the Claim Enforcement Day.

Once the ESOP Option (or other Financial Instrument) has been exercised, the Members may receive the amount due to them after the ESOP Organization has drawn up an interim balance sheet.

Under the provisions of ESOP Act, Members shall have the right to obtain funds from the exercise of the ESOP Option (or other Financial Instruments) within a maximum period of two years after the fulfilment of the conditions has been established.

Shareholders in the ESOP are entitled to a share of the (accumulated) profit after tax of the ESOP Organization and its equity in proportion to the own equity of their Membership Shares. Unless otherwise provided in the Articles of Association of the ESOP Organization, a Member in the ESOP shall receive only the portion of the profit after tax or own equity resulting from the receipt, valuation, return or cash conversion of financial assets due to the Members in the ESOP.

10. Rules on termination of employment and the calculation of entitlement time of Members in the ESOP

10.1. If the Member's employment is terminated in the given Performance Period by dismissal or termination with immediate effect (whether during probation or beyond), the Member is automatically removed from the ESOP Organization, its Membership Shares are transferred to the Founder, no consideration shall be paid to the Member concerned.

10.2. In the event of the termination of employment by mutual agreement, the management of the Member's Membership Shares shall be regulated by agreement of the parties, taking in to account the Member concerned during the Performance Period and to the development of the Conditions. In such a case, the Board of Directors of the Company shall decide on the ESOP Option (or other Financial Instrument) to be definitively granted in view of the rising performance of the employee during the Performance Period, which will result in an improvement in the company's financial and economic performance, influencing the Member's Membership Shares in the ESOP. In this case as well, the Member may receive only the funds from the exercise of ESOP Option (or other Financial Instrument) at the original date, and at the same time as the other Members, during the Delivery Period, no early withdrawal of the Membership Shares is possible. The Conditions must also be fully met in such cases. If the Conditions are not met, the Member shall not be entitled to an ESOP Option (or any other Financial Instrument) or the funds and Membership Shares arising from its exercise shall also be transferred to the Founder.

10.3. In case if the ESOP Member

- (i) is on maternity leave or unpaid leave as it is defined by Section 127-133 of the Act on the Labor Code;
- (ii) is put into an inactive state during the Performance Period because of permanent incapacity for work due to sickness for more than 30 days,
- (iii) in case of termination of employment as a result of retirement during the Performance Period, and
- (iv) if the Member's job is modified

so that it is excluded from the scope of the ESOP Remuneration Policy, she or he will be entitled to a time proportionate amount of money from the exercise of the ESOP Option (or other Financial Instrument) during the Delivery Period if the Conditions are met. If the Conditions are not met, the Member shall not be entitled to an ESOP Option (or other Financial Instrument) and its Membership Shares shall also be transferred to the Founder.

11. Amendment of the ESOP Remuneration Policy

The Founder is entitled to modify or repeal this ESOP Remuneration Policy independently. The ESOP Remuneration Policy may be modified only to the extent that the amendment does not result in a reduction or failure of existing rights of reasonable expectations of the Members in the ESOP Organization or if it does not increase their previously assumed burden in relation to the

ESOP. In case of doubt, the Founder may decide to request the consent of the Members to the amendment or repeal.

This ESOP Remuneration Policy may be amended in writing, in the form of an authentic instrument or a document countersigned by a lawyer or a barrister.

The Founder's Board of Directors has the right to amend and supplement Annex no. 1 and to determine additional positions, which are covered by the ESOP. In such case, the amendment of annex no. 1 does not require the amendment of the ESOP Remuneration Policy in an authentic instrument or in a form countersigned by a lawyer or a barrister.

Members will be notified of any changes to this ESOP Remuneration Policy or updates of its annexes in accordance with section 12.

The ESOP Remuneration Policy is based on the legislation in force at the time of its adoption. The Founder reserves the right to change or withdraw the ESOP Remuneration Policy in the event of a change in legislation and to exclude liability for any damage resulting from any change in legislation.

The adoption of this ESOP Remuneration Policy does not create an obligation for the Founder to adopt such or similar Remuneration Policy in the future.

12. Disclosure

The present ESOP Remuneration Policy, as well as the current Conditions and ESOP information shall be sent electronically to the Member.

The standards of the ESOP Remuneration Policy Should be made available to all interested parties, included managers, employees and owners internally.

In line with Subsection 1 of Section 24/B of the ESOP Act, the Founder, as the issuer of the ESOP Option, by signing this ESOP Remuneration Policy, declares that this ESOP accepts and recognizes the Remuneration Policy as binding.

Dated as of Budapest, 29.04.2020

SIGNATURE

Countersigned in Budapest on 29.04.2020 by:

COUNTERSIGNING

At their option, those eligible to enter the ESOP can choose from:

Upper and middle managers:

1. Share Tier: 4iG Plc. Management level no.1
2. Share Tier: 4iG Plc. Management level no. 2
3. Share Tier: 4iG Plc. Management level no. 3
4. Share Tier: 4iG Plc. Management level no. 4
5. Share Tier: 4iG Plc. Management level no. 5
6. Share Tier: 4iG Plc. Management level no. 6
7. Share Tier: 4iG Plc. Management level no. 7
8. Share Tier: 4iG Plc. Management level no. 8

3-33 Employees in Share Tier

4iG
EMPLOYEE STOCK OPTION PLAN ORGANIZATION
IN LINE WITH SUBSECTION 10 OF SECTION 24/B OF THE ACT OF XLV OF 1992
PARTICIPATION DECLARATION

I, the undersigned, _____ (address: _____; mother's name: _____; place and time of birth: _____; Id card number: _____) as a Member under the ESOP Remuneration Policy of 4iG Plc. (seat of business: 1037 Budapest, Montevideo utca 8., company registration number: 01-10-044993)

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- that I wish to participate in the Employee Stock Option Plan Program launched by the Founder;
- I understand that, according to the ESOP Remuneration Policy, I am entitled to a Membership Share in the ESOP Organization under the conditions set out in the ESOP Remuneration Policy and the Financial Instruments related to my Membership Share are the ESOP Option(s) issued by the Founder and fully acquired by the ESOP Organization;
- I have read and understood the provisions of the Articles of Associations of the ESOP Remuneration Policy and of the ESOP organization, and I recognize that those provisions are binding on me.

Dated as of: _____, _____ 2020.

Signature