

**Mandatory disclosure
pursuant to Sections 35(2), 39, 14(2) and (3) of the Securities Acquisition and
Takeover Act (WpÜG)**

Shareholders of Kontron AG, in particular those whose place of residence, registered office or habitual residence is outside the Federal Republic of Germany, the Member States of the European Union and the European Economic Area, should pay particular attention to the information in Section 1 'General Information on the Implementation of the Offer' of this offer document.

OFFER DOCUMENT

Mandatory Offer

(cash offer)

of

Ennoconn Corporation

3F–6F, No. 10, Jiankang Rd., Zhonghe District, New Taipei City, Taiwan,

to the shareholders of

Kontron AG

Industriezeile 35, 4020, Linz, Austria,

regarding the acquisition of their bearer shares in

Kontron AG

in return for a cash payment of

EUR 23.50 per share

Acceptance period: 29 June 2026 to 27 July 2026, 24:00 (CEST)

Shares in Kontron AG:
ISIN AT0000A0E9W5 / WKN A0X9EJ

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1. GENERAL INFORMATION ON THE IMPLEMENTATION OF THE OFFER

1.1. Conduct of the Offer in accordance with the provisions of the German Securities Acquisition and Takeover Act

This Offer Document, including all annexes (hereinafter also referred to as the “**Offer Document**”), contains the mandatory public offer (hereinafter also referred to as the “**Mandatory Offer**” or “**Offer**”) made by Ennoconn Corporation, a company registered in Taiwan with its registered office at 3F–6F, No. 10, Jiankang Rd., Zhonghe Dist., New Taipei City, Taiwan, and with Taiwanese company ID 70380046 (hereinafter the “**Bidder**”) to the shareholders of Kontron AG, with its registered office in Linz, Austria, entered in the commercial register of the Linz Register Court under company number 190272m (hereinafter also referred to as “**Kontron**” or the “**Target Company**”). The offer is directed towards the acquisition of all bearer shares of Kontron (International Securities Identification Number [“**ISIN**”] AT0000A0E9W5, Securities Identification Number [“**WKN**”] A0X9EJ) with no par value, each of which represents an equal share of the share capital, including all associated ancillary rights at the time of settlement of the mandatory offer (as set out in section 12.5 of this offer document), in particular including associated dividend rights (hereinafter the “**Kontron Shares**” or, individually, the “**Kontron Share**”). The offer is addressed to all shareholders of Kontron (hereinafter referred to collectively as the “**Kontron Shareholders**” or individually as the “**Kontron Shareholder**”).

The Kontron Shares already held directly by the Bidder at the time of publication of this offer document, as well as the Kontron Shares held by Kontron itself, are not subject to this mandatory offer.

The Offer is a public mandatory offer to acquire securities in accordance with Section 35 of the German Securities Acquisition and Takeover Act (hereinafter the “**WpÜG**”). As Kontron has its registered office in Linz, Austria, but Kontron shares are admitted to trading exclusively on an organised market in Germany, this public mandatory offer is governed in part by provisions of Austrian law, such as those relating to the acquisition of control (Sections 22 et seq. of the Austrian Takeover Act (hereinafter “**ÜbG**”), Sections 24 et seq. of the ÜbG in conjunction with Section 27b(2) of the ÜbG), and partly in accordance with the provisions of the law of the Federal Republic of Germany, in particular the WpÜG and the statutory regulations issued on the basis of the WpÜG, in particular the WpÜG Offer Regulation (hereinafter “**WpÜG-AngebV**”).

As Kontron is headquartered in Linz, Austria, but Kontron shares are admitted to trading exclusively on a regulated market in Germany, the provisions of the WpÜG regarding consideration, the content of the offer document and the offer procedure apply (Section 1(3) of the WpÜG in conjunction with Section 2 of the WpÜG Application Regulation (hereinafter “**WpÜG-AnwendV**”), compliance with which is supervised by the Federal Financial Supervisory Authority (hereinafter also “**Bafin**”). The question of the acquisition of control, the provision of information to employees by the Target Company, and matters of company law – in particular measures taken by the Target Company that may lead to the defence against the mandatory offer – are governed by Austrian law. The Bidder will not carry out a mandatory offer under any law other than the law of the Federal Republic of Germany and the law of Austria. Any contract concluded as a result of the acceptance of this mandatory offer is governed exclusively by the law of the Federal Republic of Germany and must be interpreted exclusively in accordance with that law. Kontron shareholders cannot therefore rely on provisions for the protection of investors under any legal system other than that of the Federal Republic of Germany

and Austria (where applicable). With the exceptions listed under section 10, no announcements, registrations, authorisations or approvals of the offer document and/or the offer have been applied for or arranged outside the Federal Republic of Germany, nor are any such measures planned.

All Kontron shares are admitted to trading on the Regulated Market of the Frankfurt Stock Exchange (Prime Standard) under the ISIN AT0000A0E9W5 / WKN A0X9EJ and are tradable via the electronic trading system (hereinafter also “**XETRA**”) of Deutsche Börse AG, Frankfurt am Main, Federal Republic of Germany (hereinafter also “**Deutsche Börse**”). In addition, Kontron shares are traded in Germany on the Stuttgart, Berlin, Düsseldorf, Munich, Hanover and Hamburg stock exchanges, as well as via Tradegate Exchange. Kontron shares are listed on the Open Market on these exchanges.

1.2. Review of the offer document by the Federal Financial Supervisory Authority

Bafin has reviewed this offer document in accordance with German takeover law and authorised its publication on 29 June 2026. Neither this offer document nor the offer has been registered, authorised or approved under any law other than German takeover law, nor is this envisaged.

1.3. Publication of the Offer Document

This offer document will be published on 29 June 2026 in accordance with Sections 35, 39 and 14(2) and (3) of the WpÜG in the German language by (i) publication on the internet at <https://www.ennocn.com/public-purchase/> and (ii) by making copies of the Offer Document available for collection free of charge from the Central Settlement Agent (as defined in Section 12.1 of this Offer Document), Small & Mid Cap Investmentbank AG (orders may be placed by email to kontakt@smc-investmentbank.de, stating a full postal address, or by collection from Barer Straße 7, 80333 Munich).

The notice pursuant to Section 14(3), first sentence, No. 2 of the WpÜG regarding (i) the availability of this offer document for free distribution at the Central Settlement Agent and (ii) the website address at which the offer document is published will be published on 29 June 2026 in the Federal Gazette (<http://www.bundesanzeiger.de>).

No further publication of this offer document, in particular abroad, has taken place or is intended. The publication on the internet, the notice and the availability for free distribution serve solely to comply with the provisions of the WpÜG and are not intended to constitute the submission of an offer under foreign law, the publication of the offer under foreign law, or the public promotion of the offer.

1.4. Distribution of the offer document and acceptance of the offer outside the Federal Republic of Germany

Kontron shareholders who wish to accept the offer outside the Federal Republic of Germany, as well as persons who come into possession of the offer document outside the Federal Republic of Germany, are requested to note the following:

The Bidder is publishing the Offer Document in accordance with the provisions of the WpÜG (see section 1.3 of this Offer Document). The publication of the offer document is intended solely to comply with the provisions of the WpÜG and is not intended to

constitute the submission of an offer, the publication of the offer or the offer document, or public advertising of the offer under any legal system other than that of the Federal Republic of Germany.

The publication, dispatch, distribution or dissemination of the offer document, a summary or any other description of the offer document, or any other documents relating to the offer, may be subject to the provisions and restrictions of the laws and regulations of jurisdictions other than that of the Federal Republic of Germany. Publication under any jurisdiction other than that of the Federal Republic of Germany is not intended. The Bidder does not authorise the Offer Document, a summary or other description of the provisions of the Offer Document, or any other documents relating to the Offer, to be published, disseminated or passed on by third parties, either directly or indirectly, outside the Federal Republic of Germany, insofar as this would contravene applicable foreign regulations or is subject to compliance with regulatory procedures or the granting of an authorisation or other conditions, and these are not met.

This does not affect the distribution of the Offer Document by the Bidder through publication on the internet in accordance with Section 14(3), first sentence of the WpÜG (see section 1.3 of this Offer Document).

The Offer may be accepted by all Kontron shareholders, whether resident in Germany or abroad. The Bidder points out, however, that acceptance of the Offer outside the Federal Republic of Germany may be subject to legal systems other than that of the Federal Republic of Germany. Kontron shareholders who come into possession of the offer document outside the Federal Republic of Germany or who wish to accept the offer, and who fall within the scope of securities or capital markets legislation of jurisdictions other than that of the Federal Republic of Germany, are requested to familiarise themselves with and comply with such legislation.

The Bidder accepts no responsibility for ensuring that the publication, dispatch, distribution or dissemination of the Offer Document or the Offer outside the Federal Republic of Germany complies with the laws of jurisdictions other than that of the Federal Republic of Germany, or that the acceptance of the Offer outside the Federal Republic of Germany complies with the applicable laws. The Bidder expressly disclaims any liability for non-compliance with foreign legal provisions by third parties.

The foregoing provisions do not preclude the acceptance of the Offer or the distribution of the Offer Document in the Member States of the European Union or the European Economic Area.

1.5. Publication of the acquisition of control

The Bidder has published the acquisition of control over Kontron on 11 June 2026 in accordance with Sections 35(1) and 10(3), first and second sentences WpÜG.

The publication is available online at <https://www.ennocnn.com/public-purchase/>.

2. NOTES ON THE INFORMATION CONTAINED IN THIS OFFER DOCUMENT

2.1. Definitions and References

Unless expressly stated otherwise in this offer document, all times referred to herein are local time in Munich, Germany. References in this offer document to a “banking

day” refer to a day on which banks in Munich, Germany, are open for general business. References to “**EUR**” in this Offer Document refer to the euro currency. “**EURK**” means thousand euros. References to “**subsidiaries**” refer to subsidiaries within the meaning of Section 2(6) of the WpÜG.

2.2. Status and source of the information in this Offer Document

Unless expressly stated otherwise, all statements, views, intentions, forward-looking statements and other information contained in this offer document are based on the information and plans available to the Bidder on the date of publication of this offer document, as well as on certain assumptions made by the Bidder at that time. All information relating to the Target Company is based on publicly available sources, in particular the Target Company’s website, published annual financial statements, published interim reports and press releases. Publicly available information has not been separately verified by the Bidder. In particular, the Bidder has not carried out any due diligence in relation to Kontron.

2.3. Forward-looking statements

This offer document contains certain forward-looking statements. These statements do not constitute facts and are identified by words such as ‘expect’, ‘believe’, ‘estimate’, ‘intend’, ‘aim’, ‘assume’, ‘would’, ‘consider’ or similar expressions. Furthermore, all statements contained in this offer document, with the exception of historical facts, which the Bidder or a person acting in concert with the Bidder within the meaning of Section 2(5), first and third sentences, of the WpÜG expects or assumes will or may occur in the future, relating to their financial position, business strategy and measures to implement that strategy, including changes to business activities, competitive strengths, objectives, expansion and growth of the business and business activities of the Bidder or persons acting in concert with it within the meaning of Section 2(5), first and third sentences, of the WpÜG, plans, references to future success and other such aspects, are forward-looking statements.

By their very nature, forward-looking statements relate to matters that are subject to varying degrees of uncertainty and involve both known and unknown risks and uncertainties, many of which are beyond the control of the Bidder and the persons acting in concert with the Bidder within the meaning of Section 2(5), first and third sentences, of the WpÜG, and which are all based on the current assumptions and expectations of the Bidder and the parties acting in concert with the Bidder within the meaning of Section 2(5), first and third sentences, of the WpÜG with regard to future events. All forward-looking statements are based on assumptions and analyses made by the Bidder and the persons acting in concert with the Bidder within the meaning of Section 2(5), first and third sentences, of the WpÜG, against the background of their experience and their perception of historical trends, current conditions and expected future developments, as well as other factors which they consider appropriate in the given circumstances. The forward-looking statements contained in this offer document may prove to be inaccurate, and the actual results of the Bidder or of persons acting in concert with the Bidder within the meaning of Section 2(5), first and third sentences, of the WpÜG may differ materially from the results expressed, forecast or implied in the forward-looking statements.

It is possible that the Bidder and the members of the Ennoconn Group (as defined in section 5.4 of this Offer Document) may change their intentions and assessments expressed in this Offer Document following the publication of the Offer Document.

2.4. Updates

The Bidder expressly points out that it does not intend to update this Offer Document following its publication on the basis of new information, future events or for any other reason. An update will only be provided to the extent that this is mandatory under the WpÜG.

3. SUMMARY OF THE OFFER

Please note: *The following summary provides only an overview of selected information from this offer document. It is supplemented by the information set out elsewhere in this offer document and should be read in conjunction with that information. The following summary should therefore not be regarded as exhaustive. Instead, the entire offer document should be read carefully. Reading this summary cannot therefore replace reading the full tender document.*

Bidder:	Ennoconn Corporation, incorporated in Taiwan with its registered office at 3F–6F, No. 10, Jiankang Rd., Zhonghe Dist., New Taipei City, Taiwan, stock code 6414 and Taiwanese company ID 70380046.
Target company:	Kontron AG, with its registered office in Linz, Austria, and its place of business at Industriezeile 35, 4020 Linz, Austria, entered in the Commercial Register of the Linz Register Court under Commercial Register number 190272m.
Subject of the offer:	<p>The acquisition of all bearer ordinary shares (no-par value shares) of Kontron (ISIN AT0000A0E9W5 / WKN A0X9EJ), with the exception of the treasury shares held by Kontron, each of which represents an equal proportion of the share capital, including all associated ancillary rights as at the date of settlement of the mandatory offer, in particular including the associated rights to dividends.</p> <p>The Kontron shares already held directly by the Bidder at the time of publication of this offer document, as well as the Kontron shares held by Kontron itself, are not subject to this mandatory offer.</p>
Consideration (offer price):	EUR 23.50 per Kontron share.
Terms of the Offer	<p>The offer and the contracts concluded as a result of its acceptance are subject to the terms and conditions set out in section 11.1 of this offer document.</p> <p>The offer shall lapse and the contracts concluded upon acceptance of the offer shall not be performed and shall be deemed void (conditions subsequent) if the conditions set out in have not been fulfilled in due time and the Bidder has not previously validly waived them.</p> <p>These can be summarised as follows:</p>

	<p><u>Merger control approvals</u></p> <p>As described in more detail in section 11.1.1 of this offer document, by 31 December 2026 at the latest, the competent authorities in:</p> <ul style="list-style-type: none">- the Federal Republic of Germany and- the United States, <p>merger control clearance will have been granted, or the relevant competent authority will have confirmed that the transaction does not fall within the scope of the respective merger control legislation, or the clearance will be deemed to have been granted (upon expiry of the time limits available for its review) and will have taken effect, so that the transaction can be completed. In each of these cases, the terms of the Offer set out in section 11.1.1 of this Offer Document shall be deemed to have been fulfilled.</p> <p><u>Approvals under investment control legislation</u></p> <p>As described in more detail in section 11.1.2 of this offer document, by 31 December 2026 at the latest, the competent authorities in:</p> <ul style="list-style-type: none">- the Federal Republic of Germany,- France,- Austria,- Taiwan <p>have granted approval under investment control legislation, or the relevant competent authority has confirmed that the transaction does not fall within the scope of the respective foreign direct investment regulations, or the approval is deemed to have been granted (upon expiry of the time limits available for its review) and has taken effect, so that the transaction may be carried out. In each of these cases, the terms of the offer set out in section 11.1.2 of this offer document shall be deemed to have been fulfilled.</p> <p>If the conditions of the offer set out in section 11.1 of this offer document have not been met by 31 December 2026 or have been definitively waived prior to that date, the offer shall lapse, unless the Bidder has previously validly waived the relevant</p>
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	<p>conditions of the offer. In that event, the contracts entered into as a result of the acceptance of the offer shall not be performed and shall lapse (condition subsequent).</p> <p>If the Bidder waives an offer condition (as defined and described in Section 11.1 of this Offer Document), it will publish an amendment to this Offer Document in accordance with the WpÜG, thereby triggering, where applicable, a statutory extension of the acceptance period for the offer.</p>
Acceptance period:	<p>Start: 29 June 2026</p> <p>End (subject to an extension in accordance with section 4.4): 27 July 2026, 24:00 (CEST).</p>
Acceptance:	<p>Acceptance of the offer must be declared in writing within the acceptance period (as defined in section 4.3) to the relevant custodian credit or financial services institution (the “Custodian Bank”) of the relevant Kontron shareholder. The Custodian Bank will block the Kontron shares (as defined in section 12.2) submitted for sale in the custody account of the accepting Kontron shareholder. The Custodian Bank will immediately forward the declaration of acceptance (as defined in section 12.2), stating the number of declarations of acceptance received during the acceptance period and the total number of Kontron shares (as defined in section 14.2) submitted for sale pursuant to the declarations of acceptance, to the Central Settlement Agent. The Kontron shares tendered for sale are not tradable until settlement (see section 12.5). The declaration of acceptance shall be deemed to have been submitted in due time if (i) the Kontron shareholder has accepted the offer by the end of the offer period and (ii) by 18:00 at the latest on the second banking day following the expiry of the acceptance period, the Central Settlement Agent has received the declaration of acceptance from the Custodian Bank of the relevant Kontron shareholder, specifying the number of Kontron shares submitted for sale. Until the offer has been settled in accordance with this offer document, the Kontron shares for which the declaration of acceptance has taken effect will remain in the accepting Kontron shareholder’s custody account; however, they are blocked and cannot be traded.</p>
Costs of acceptance:	<p>The Bidder will not bear any taxes, outlays, fees or expenses incurred by Kontron shareholders in connection with the sale of shares under this offer.</p>
ISIN / WKN:	<p>Kontron shares: ISIN AT0000A0E9W5 / WKN A0X9EJ;</p>

Central settlement agent:	Small & Mid Cap Investmentbank AG, Barer Straße 7, D-80333 Munich.
Stock exchange trading:	<p>Trading in the Kontron shares submitted for sale (as defined in section 12.2) will not be organised during the acceptance period.</p> <p>Kontron shares that have not been tendered for sale will continue to be traded under ISIN AT0000A0E9W5 / WKN A0X9EJ.</p>
Right of withdrawal:	<p>Shareholders are entitled to a statutory right of withdrawal under Section 21(4) WpÜG in the event that the offer is amended. Furthermore, a statutory right of withdrawal applies if a competing offer is made in accordance with Section 22(3) WpÜG.</p> <p>During the period between the end of the acceptance period and the publication of the fulfilment of all conditions of the offer in accordance with section 11.1, every Kontron shareholder has the right to withdraw from the acceptance of the mandatory offer in accordance with section 16.1(c) .</p>
Publication:	<p>The Bidder will publish this offer document, the publication of which was authorised by Bafin on 29 June 2026, on 29 June 2026 in German (i) by publishing it on the internet at https://www.ennocnn.com/public-purchase/ and (ii) by making copies of the offer document available for free distribution at the Central Settlement Agent, Small & Mid Cap Investmentbank AG (orders by email kontakt@smc-investmentbank.de, stating a full postal address)</p> <p>The notice regarding the availability of the Offer Document for collection free of charge from Small & Mid Cap Investmentbank AG (orders by email to kontakt@smc-investmentbank.de, stating a full postal address, or by collection from Barer Straße 7, 80333 Munich) and the publication of the offer document on the internet at https://www.ennocnn.com/public-purchase/ will be published by the Bidder in the Federal Gazette on 29 June 2026.</p> <p>All further notices and announcements required in accordance with the WpÜG and the WpÜG-AngebV in connection with this offer will be published online at https://www.ennocnn.com/public-purchase/ and in the Federal Gazette.</p>

<p>Settlement:</p>	<p>As part of the settlement of the offer, the transfer of ownership of the Kontron shares tendered for sale (as defined in section 12.2), for which the offer has been validly accepted within the acceptance period (as defined in Section 4.3), including all rights attached to these shares at the time of settlement of the offer, to the Bidder on a simultaneous basis against payment of the offer price into the account of the respective Custodian Bank at OeKB CSD GmbH. Payment of the offer price for the Kontron shares tendered for sale (as defined in section 12.2) shall be made in accordance with the detailed provisions of section 12 immediately after the expiry of the acceptance period (as defined in section 4.3), but no later than eight banking days after the expiry of the acceptance period and the fulfilment of the offer conditions set out in section 11.1 (with the exception of an early waiver).</p> <p>If the conditions of the offer set out in section 11.1 of this offer document have not yet been met by the expiry of the acceptance period, payment of the offer price shall be made without delay, but no later than eight banking days after the date on which the Bidder announces, in accordance with section 11.2 of this offer document, that the conditions of the offer set out in section 11.1 have been met or that a waiver of such conditions has been granted.</p> <p>The completion of the transaction (as defined in section 4.2 of this offer document) and the payment of the offer price to the accepting Kontron shareholders may be delayed until 13 January 2027 or may be cancelled altogether due to merger control proceedings and FDI proceedings that may still need to be carried out (see section 11.1 of this offer document).</p>
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4. OFFER

4.1. Mandatory Offer

The Offer is a mandatory offer within the meaning of Section 35(2), first sentence WpÜG.

On 10 June 2026, the Bidder acquired control of the Target Company within the meaning of Section 22(1), (2) and Section 23 in conjunction with Section 27b(2) ÜbG by entering into a purchase agreement for the acquisition of 25,000 Kontron shares, including a proxy for voting rights.

The Target Company has issued 63,860,568 Kontron shares. On 10 June 2026, 2,499,051 Kontron shares were held as treasury shares of the Target Company (the "**Treasury Shares**"), whereby the Target Company has acquired a further 20,000 Kontron shares through a share buy-back programme, and has used 657,500 of its own Kontron shares to settle share options; consequently, as at the date of publication of this offer document, it holds only 1,861,551 Kontron shares. For the purposes of determining the control threshold under the ÜbG, the Treasury Shares are not taken into account (all Kontron shares less the Treasury Shares being the "**Relevant Shares**").

As at 10 June 2026, the Bidder directly held 55,726 Kontron shares, representing 0.087% of all Kontron shares and 0.09% of the Relevant Shares. 1,524,863 Kontron shares, representing 2.39% of all Kontron shares and 2.49% of the Relevant Shares, were held by a subsidiary of the Bidder, Ennoconn International Investment Co., Ltd., with its registered office at 3-6F, No. 10, Jiankang Road, Zhonghe District, New Taipei City 235045, Taiwan ("**EI**"). 16,835,008 Kontron shares, representing 26.36% of all Kontron shares and 27.44% of the Relevant Shares, were held by a subsidiary of the Bidder, Ennoconn Investment Holdings Co., Ltd., with its registered office at 3-6F, No. 10, Jiankang Road, Zhonghe District, New Taipei City 235045, Taiwan ("**EIH**").

The voting rights attached to Kontron shares held by EI and EIH are attributed to the Bidder in accordance with section 23(1) of the ÜbG.

Consequently, on 10 June 2026, the Bidder held, directly and indirectly, 18,415,597 Kontron shares, which corresponds to approximately 28.84% of all Kontron shares and 30.01% of the Relevant Shares. Consequently, on 10 June 2026, the Bidder acquired control of the Target Company within the meaning of Section 22(1), (2) and Section 23 in conjunction with Section 27b(2) ÜbG.

The Bidder itself has no controlling shareholder to whom the voting rights attached to Kontron shares held by the Bidder and its subsidiaries are attributable pursuant to Section 23(1) ÜbG. The obligation to make this mandatory offer therefore rests solely with the Bidder.

This offer is made in fulfilment of the bidder's obligation under Section 35(2) of the WpÜG.

4.2. Subject matter of the offer / Consideration

The Bidder hereby offers to all Kontron shareholders to purchase all Kontron shares not already held directly by the Bidder or by Kontron itself, including all associated ancillary rights as at the date of settlement of the mandatory offer (as set out in section 12.5 of this offer document), in particular including associated rights to a share of profits, at a purchase price of

EUR 23.50 per Kontron share

(the '**Offer Price**') in cash, in accordance with the terms and conditions of this offer document (the '**Transaction**').

The Kontron shares already held directly by the Bidder at the time of publication of this offer document, as well as the Kontron shares held by Kontron itself, are not subject to this mandatory offer.

The Offer Price per Kontron share applies to all Kontron shares, including all associated ancillary rights, at the time of settlement of the Offer, in particular including any associated rights to a share of profits.

4.3. Duration of the acceptance period

The period for accepting the offer (including any extensions in accordance with section 4.4 begins upon the publication of this offer document on

29 June 2026

and ends (subject to any extensions in accordance with section 4.4) on

27 July 2026 at 24:00 (CEST).

4.4. Extension of the acceptance period

The acceptance period shall be extended in the following cases:

(a) Acceptance period in the event of a change to the offer

The Bidder may amend the Offer up to one working day before the expiry of the acceptance period in accordance with Section 21(1) of the WpÜG. In the event of an amendment to the offer pursuant to Section 21(1) of the WpÜG, the acceptance period is extended by two weeks (Section 21(5) of the WpÜG) and, in this case, ends at 24:00 (CEST) on 10 August 2026, provided that the amendment is published within the last two weeks before the expiry of the acceptance period. This also applies if the amended offer contravenes legal provisions. With regard to the right of withdrawal arising in the event of an amendment to the offer pursuant to Section 21(4) of the WpÜG, please refer to the comments under section 16 .

(b) Acceptance period in the event of competing offers

If, during the acceptance period for this offer, a competing offer is made by a third party and the acceptance period for the present offer expires before the acceptance period for the competing offer, the expiry of the acceptance period for the present offer is determined by the expiry of the acceptance period for the competing offer (Section 22(2) of the WpÜG). This also applies if the competing offer is amended or prohibited, or if it contravenes legal provisions. With regard to the right of withdrawal arising in the event of an amendment to the offer pursuant to Section 21(4) of the WpÜG, please refer to the explanations under section 16 .

(c) Acceptance period in the event of a general meeting being convened

If, following the publication of the offer document, a Kontron general meeting is convened in connection with the offer, the acceptance period pursuant to Section 16(3) of the WpÜG shall be ten weeks from the publication of the offer document. The acceptance period shall then end at 00:00 (CEST) on 7 September 2026.

(d) Concurrence of extensions

An offer period extended in accordance with the cases described in points (b) and (c) may be extended in accordance with point (a). Multiple extensions solely pursuant to Section 21(5) of the WpÜG (point (a)) are not permitted under Section 21(6) of the WpÜG.

The period for accepting the offer, including any extensions to this period arising from the provisions of the WpÜG, is referred to throughout this offer document as the “**acceptance period**”. The Bidder will publish any extension to the acceptance period in accordance with the details set out in section 18 of this offer document. With regard to the right of withdrawal in the event of a change to the offer or the submission of a competing offer, please refer to section 16 of this offer document.

4.5. No further acceptance period

As this is a mandatory offer pursuant to Sections 35 et seq. of the WpÜG, unlike a voluntary takeover offer pursuant to Sections 29 et seq. WpÜG, which is aimed at acquiring control, there is no further acceptance period of two weeks pursuant to Section 16(2) WpÜG during which Kontron shareholders may accept the offer after the expiry of the acceptance period.

5. INFORMATION ON THE BIDDER

5.1. Legal basis and capital structure of the bidder

5.1.1. Legal form, registered office, financial year

The bidder, trading under the English name Ennoconn Corporation, is a public limited company under Taiwanese law with its registered head office in New Taipei City, Taiwan, and its business address at 3F–6F, No. 10, Jiankang Rd., Zhonghe Dist., New Taipei City, Taiwan, with stock code 6414 and Taiwanese company ID 70380046.

The Bidder’s financial year corresponds to the calendar year.

The Bidder is the parent company of the Ennoconn Group and has no controlling shareholder.

The following table shows the bidder's 10 largest shareholders and their shareholdings:

Shareholder's name	Shares held in the Bidder	Percentage holding
Bao Shin International Investment Co., Ltd.	33,178,779	22.74
Dedicated investment account of Google Inc. managed by Citibank Taiwan Commercial Bank	4,880,000	3.35
Bank of Taiwan Trustee Custody Account for Yuanta Taiwan High Dividend Low Volatility ETF Securities Investment Trust Fund Account	4,580,000	3.14
Chunghwa Post Co., Ltd.	4,411,000	3.02
Hsiang Fa Co.	3,682,456	2.52
Hua Nan Commercial Bank Custodianship for Yuanta Taiwan High-Yield Value ETF Securities Investment Trust Fund Account	3,542,000	2.43
KGI Life Insurance Co., Ltd.	2,832,000	1.94
Labor Pension Fund	2,131,000	1.46
Hyield Venture Capital Co., Ltd	2,063,433	1.41
TransGlobe Life Insurance Inc.	1,642,000	1.13

The company's statutory object is as follows:

- Wholesale trade in information software
- Retail trade in information software
- International trade
- Import of telecommunications control and high-frequency equipment
- Manufacture of electronic components
- Manufacture of computers and peripheral equipment
- Manufacture and duplication of data storage media
- Services in the field of information software
- Data processing services
- Services relating to the provision of electronic information
- In addition to the permitted business activities, the business may be conducted in any manner that is not prohibited or restricted by law

5.1.2. Share capital

The Bidder was incorporated on 7 December 1999 with a share capital of 40,000,000.00 Taiwanese dollars ('NT\$'), divided into 4,000,000 shares of the Bidder, each with a nominal value of NT\$ 10.00 per share. Of this share capital, 1,000,000 shares of the Bidder, each with a nominal value of NT\$ 10.00, totalling NT\$ 10,000,000.00, were issued upon incorporation. At the time of publication of this offer document, the Bidder has a statutory share capital of NT\$ 2,500,000,000.00, divided into 250,000,000 shares of the Bidder with a nominal value of NT\$ 10.00 each. The paid-up share capital at the time of publication of this offer document amounts to NT\$ 1,458,863,970.00, divided into 145,886,397 shares of the Bidder, each with a nominal

value of NT\$ 10.00 per share of the Bidder. The unpaid share capital and the unissued shares may be issued by the Board of Directors in several tranches.

5.2. Governing bodies and employees of the Bidder

The governing bodies of the Bidder consist of the Board of Directors and the General Meeting.

Under the Bidder's Articles of Association, the Bidder has between seven and nine members of the Board of Directors, each elected for a term of three years. The Board of Directors must comprise at least three independent members. The Board of Directors is organised by its members, who elect a Chairman from among their number to represent the company externally.

At the time of this mandatory offer, the Board of Directors comprises the following seven members:

- Chu, Fu-Chuan (Chairman)
- Chang, Chuan-Wang (Director)
- Fang, Guang-Yeu (Director)
- Chan, Hsin-I (Independent Director)
- Wen, Miao-Hsin (Independent Director)
- Lius, Shui-En (Independent Director)
- Shao, Chien-Hua (Independent Director)

Furthermore, the bidder must establish an audit committee comprising all existing independent directors, which shall perform the duties and exercise the powers of a supervisory body. The precise duties and powers are set out in Taiwanese law, in particular the Companies Act and the Securities Exchange Act.

The bidder may have managing directors who are appointed, removed and remunerated in accordance with the provisions of the Taiwanese Companies Act. These managing directors do not constitute corporate bodies of the company, but form part of the executive management and act on the basis of instructions from the board of directors.

5.3. Overview of the Bidder's business activities

The Ennoconn Group (as defined in section 5.4 of this offer document) is a professional provider of smart application solutions for industrial PCs (IPCs), which, from the perspective of interactive end products, focuses on four emerging product lines: Big Data, the Internet of Things (IoT), the Internet of Vehicles and robotics. The overall business is divided into three main areas of development: design and manufacturing, brand channels and system integration. The company's main products include industrial embedded motherboards and modules, embedded computer systems, embedded box computers, 5G computing platforms and 4K/8K displays, which are used in various sectors such as smart industrial control, smart retail, smart gaming, network security, smart homes, smart transport, smart cities and edge AI solutions. Its key customers are major international manufacturers of industrial computers.

In addition to its hardware expertise, the bidder is also developing software solutions, particularly for the integration of embedded systems into cloud-based infrastructures

and edge computing architectures. As part of its digital transformation strategy, the Ennoconn Group is developing comprehensive cloud-based solutions in collaboration with strategic technology partners such as Google. This involves linking industrial design and manufacturing processes with digital control layers and AI-driven analysis tools. The integration of these platforms enables the Ennoconn Group to provide manufacturing processes – from design through integration to assembly, testing and packaging – with end-to-end visibility and controllability across the entire value chain.

Furthermore, the Ennoconn Group provides fully integrated information technology (IT)/operational technology (OT) solutions based on artificial intelligence and Internet of Things (AIoT) platforms, embedding both software and hardware components into a seamless cloud infrastructure. These solutions address key industrial requirements such as predictive maintenance, supply chain visibility, lifecycle management and real-time analysis, and are applied in the focus sectors of Smart City, Smart Manufacturing, Smart Retail, financial services and media infrastructure.

This is complemented by the development of new platform solutions for smart devices and cloud-based applications, which are designed with security, scalability and sustainability in mind. The solutions are designed to enable a far-reaching digital transformation of manufacturing and development processes and to offer customers worldwide the highest levels of operational efficiency, productivity and technological progress.

5.4. Persons acting in concert with the Bidder

The companies listed in **Annex 1** comprise all direct and indirect subsidiaries of the Bidder, with the exception of the Target Company and its direct and indirect subsidiaries (the “**Kontron Group**”), which are listed in **Annex 2**. The companies listed in **Annex 1** and **Annex 2** are direct and indirect subsidiaries of the Bidder, which are therefore deemed to be persons acting in concert with one another and with the Bidder pursuant to Section 1(6) ÜbG in conjunction with Section 27b(2) of the ÜbG and Section 2(5), third sentence WpÜG (the “**Ennoconn Group**”).

The Target Company is a subsidiary of the bidder because the bidder holds, directly and indirectly, a number of Kontron shares that guarantee a secure de facto majority at the Annual General Meeting. Consequently, the Target Company and its direct and indirect subsidiaries are also deemed to be persons acting in concert with the bidder pursuant to section 1(6) ÜbG in conjunction with section 27b(2) ÜbG and section 2(5), third sentence, WpÜG.

Furthermore, there are no other persons acting in concert with the bidder within the meaning of Section 1(6) ÜbG in conjunction with Section 27b(2) ÜbG or Section 2(5) WpÜG.

5.5. Kontron shares currently held by the Bidder or by persons acting in concert with the Bidder or their subsidiaries; attribution of voting rights

The number of Kontron shares already held by the Bidder and persons acting in concert with it or their subsidiaries, as well as the proportion of voting rights held by them, with separate disclosure of the voting rights attributable to them in each case pursuant to Section 23 of the ÜbG for each basis of attribution, are as follows:

The Bidder directly holds 55,726 Kontron shares (corresponding to 0.087% of the share capital and 0.0899% of the voting rights in Kontron).

EIH, a subsidiary of the Bidder, holds 16,835,008 Kontron shares as at the date of this offer document (corresponding to 26.36% of the share capital and 27.154% of the voting rights in Kontron).

EI, a subsidiary of the Bidder, holds 1,524,863 Kontron shares as at the date of this offer document (corresponding to 2.39% of Kontron's share capital and 2.459% of its voting rights).

The voting rights attached to the Kontron shares held directly by EIH and EI are attributed to the Bidder in accordance with Section 23 ÜbG. As a result of this attribution, the Bidder holds, directly and indirectly, 18,415,597 Kontron shares as at the date of this offer document (corresponding to 28.84% of the share capital and 29.703% of the voting rights in Kontron).

Furthermore, the Target Company holds 1,861,551 Kontron shares as treasury shares (corresponding to 2.915% of the share capital and 0% of the voting rights in Kontron, as, pursuant to Section 65(5) of the Austrian Stock Corporation Act, the company is not entitled to any voting rights from its own shares). The voting rights attached to these Kontron shares are therefore not attributed to the Bidder either, even though the Target Company is a subsidiary of the Bidder. On 10 June 2026, the Target Company acquired a further 20,000 Kontron shares (see also section 5.7), although the acquisition was not completed until after 10 June 2026. Furthermore, according to its own information, the Target Company has transferred 657,500 Kontron shares to third parties to settle share options. The number of Kontron shares held as treasury shares has therefore decreased by 637,500 Kontron shares after 10 June 2026.

Furthermore, neither the Bidder nor persons acting in concert with it, nor their subsidiaries, hold any Kontron shares or voting rights attached to Kontron shares; nor are any Kontron shares or voting rights attached to Kontron shares attributed to them pursuant to Section 23 ÜbG, nor do they hold any voting rights arising from instruments within the meaning of Section 26(1) ÜbG or Sections 38 and 39 of the German Securities Trading Act (WpHG).

5.6. Obligation of third parties to accept the offer

The Bidder has not entered into any agreements with any of the Kontron shareholders regarding an obligation to accept the Offer.

5.7. Information on securities transactions involving Kontron shares

The table attached as **Annex 3** sets out all securities transactions involving Kontron shares carried out by the Bidder, persons acting in concert with it and their subsidiaries during the period from six (6) months prior to the publication of the acquisition of control in accordance with Sections 35(1) and 10(3), first and second sentences, of the WpÜG up to the publication of this offer document.

Apart from the securities transactions listed in **Annex 3**, neither the Bidder nor persons acting in concert with it, nor their subsidiaries, acquired Kontron shares during the period of six (6) months prior to the publication of the acquisition of control in accordance

with Sections 35(1), 10(3), first and second sentences, of the WpÜG, up to the publication of this offer document, nor have they entered into any contractual agreements regarding the acquisition of Kontron shares, nor have they concluded any transactions involving similar instruments within the meaning of Section 26(1) of the ÜbG or Sections 38 and 39 of the WpHG.

5.8. Possible parallel acquisitions and subsequent acquisitions

The Bidder reserves the right, to the extent permitted by law, to acquire Kontron shares directly or indirectly outside the scope of the Offer, either on the stock exchange or over-the-counter, or to enter into agreements on the basis of which the transfer of ownership of Kontron shares may be demanded. Where such acquisitions take place or such agreements are concluded, this will be published, stating the number and price of the Kontron shares that have been acquired or the transfer of which may be demanded, in accordance with the applicable legal provisions, in particular Section 23(2) of the WpÜG in conjunction with Section 14(3), first sentence, of the WpÜG, in the Federal Gazette and on the internet at <https://www.ennoconn.com/public-purchase/>, and reported to Bafin.

The purchase price for the acquisition of further Kontron shares may correspond to the offer price, exceed it, or be lower than it. Should the purchase price for Kontron shares acquired during the acceptance period up to the date of publication in accordance with Sections 39, 23(1), sentence 1, no. 2 of the WpÜG (parallel acquisitions) exceeds the offer price in value, the offer price stated in section 4.2 shall be increased by the difference (Sections 39, 31(4) of the WpÜG). However, should the purchase price for Kontron shares acquired off-market within one year of publication in accordance with Sections 39 and 23(1), first sentence, No. 2 of the WpÜG (subsequent acquisitions) be higher in value than the offer price, this has no direct effect on the amount of the offer price due to the expiry of the acceptance period for the mandatory offer. The Bidder is, however, obliged to pay a cash payment to shareholders who have accepted the offer in the amount of the difference (Sections 39, 31(5) of the WpÜG). The same applies to acquisition agreements.

6. DESCRIPTION OF KONTRON AG

6.1. Legal Basis and Capital Structure

Kontron is a public limited company (Aktiengesellschaft) under Austrian law with its registered office in Linz, Austria. It is entered in the Commercial Register under FN 190272m. Its business address is Industriezeile 35, 4020, Linz, Austria. The financial year corresponds to the calendar year.

Kontron's registered corporate purpose is the development, production and sale of computers, IT equipment and their components, as well as the provision of services in the IT sector.

Kontron is authorised to carry out all acts, transactions and measures that are appropriate for promoting the company's object and serving the fulfilment of its corporate purpose, such as, in particular, (a) the establishment of domestic and foreign branches and/or subsidiaries, (b) acquiring shareholdings in domestic and foreign companies; (c) acquiring or establishing foreign or domestic companies and taking over their management; and (d) entering into corporate agreements.

At the time of publication of this offer document, Kontron's share capital amounts to EUR 63,860,568.00. It is divided into 63,860,568 no-par value bearer shares, each of which represents an equal share of the share capital. There are no different classes of shares. At the time of publication of this offer document, Kontron holds 1,861,551 treasury shares. Kontron has no rights attached to its treasury shares. At the time of publication of this offer document, 61,999,017 Kontron shares out of the share capital of EUR 63,860,568.00 are therefore entitled to voting rights and dividends.

Kontron shares are admitted to trading on the regulated market with additional post-admission obligations (Prime Standard) on the Frankfurt Stock Exchange under ISIN AT0000A0E9W5 / WKN A0X9EJ and are tradable via Xetra on Deutsche Börse. In addition, Kontron shares are traded on the Stuttgart, Berlin, Düsseldorf, Munich, Hannover and Hamburg stock exchanges, as well as via Tradegate Exchange. Kontron shares are listed on the Open Market segment on these exchanges.

Pursuant to Section 5(4) of Kontron's Articles of Association, the Management Board is authorised, for a period of five years following the registration of the amendment to the Articles of Association on 31 July 2024 in accordance with Section 169 of the Austrian Public Limited Companies Act (AktG), with the approval of the Supervisory Board, to increase the share capital by up to EUR 4,386,056.00 through the issue of up to 4,386,056 no-par value bearer shares of Kontron in one or more tranches in return for cash and/or contributions in kind, and to determine the issue price – which must not be less than the proportionate amount of the share capital – as well as the terms of issue and the further details of the implementation of the capital increase in agreement with the Supervisory Board. The Management Board is authorised, with the approval of the Supervisory Board, to exclude shareholders' subscription rights in whole or in part. The Supervisory Board is authorised to resolve on amendments to the Articles of Association resulting from the issue of shares from the authorised capital (Authorised Capital 2024). According to information provided by the Target Company, it can be ruled out that Kontron shares from the Authorised Capital 2024 will be issued during the acceptance period and any period for the tender of Kontron shares in the context of any right of tender pursuant to Section 39c WpÜG or a comparable applicable provision of Austrian law.

Pursuant to Section 5(7) of Kontron's Articles of Association, the Management Board is authorised, in accordance with Section 169 of the Austrian Stock Corporation Act (AktG), to increase the Company's share capital by up to EUR 2,000,000 within five years of the registration of the relevant amendment to the Articles of Association in the Commercial Register, with the approval of the Supervisory Board, by issuing up to 2,000,000 new bearer shares of the company in one or more tranches in return for cash and/or non-cash contributions, and to determine the issue price – which must not be less than the proportionate amount of the share capital – as well as the terms of issue and the further details of the implementation of the capital increase in agreement with the Supervisory Board. The scope of the above authorisation is automatically reduced to the extent that the 2020 Authorised Capital is utilised in accordance with Section 5(7) of the Articles of Association, so that, under this authorisation and the 2020 Authorised Capital, the share capital may be increased by a total of up to EUR 2,000,000 through the issue of up to 2,000,000 new bearer shares of the Company. The Management Board is authorised, with the approval of the Supervisory Board, to exclude shareholders' subscription rights in whole or in part. The total number of shares issued under this authorisation, as well as under the authorisation pursuant to Section 5(4) (Authorised

Capital 2024) and pursuant to Section 5(7) (Authorised Capital 2020) of the Company's Articles of Association, excluding shareholders' pre-emptive rights, in return for cash and non-cash contributions, may not, on a pro rata basis, represent more than 10 per cent (ten per cent) of the Company's share capital at the time the authorisation is granted. The Supervisory Board is authorised to resolve on amendments to the Articles of Association resulting from the issue of shares from the authorised capital (Authorised Capital 2025). According to information provided by the Target Company, it can be ruled out that Kontron shares from the Authorised Capital 2025 will be issued during the acceptance period and any period for the tender of Kontron shares in the context of any right of tender pursuant to Section 39c WpÜG or a comparable applicable provision of Austrian law.

6.2. Governing Bodies

Kontron's governing bodies consist of the Management Board, the Supervisory Board and the Annual General Meeting. At the time of publication of this offer document, the Management Board comprises the following four members:

- Hannes Niederhauser (CEO)
- Dr Clemens Billek (CFO)
- Michael Riegert (COO)
- Philipp Schulz

Pursuant to Section 9(1) of Kontron's Articles of Association, the Supervisory Board consists of between three and five members, who are elected by the Annual General Meeting. The Supervisory Board is composed exclusively of shareholder representatives.

The members of the Supervisory Board at the time of publication of this offer document are:

- Claudia Badstöber (Chair of the Supervisory Board)
- Bernhard Chwatal (First Deputy Chair of the Supervisory Board)
- Steve Chu (Second Deputy Chair of the Supervisory Board)
- Mavis Hong
- Joseph (alias Joe) John Fijak

6.3. Overview of the business activities of Kontron AG

Kontron is the ultimate parent company of the group companies affiliated with it within the meaning of Section 15 of the Austrian Public Limited Companies Act (AktG) (hereinafter collectively referred to as the "Kontron Group"). The Kontron Group is an international provider of Industry 4.0 and Internet of Things ("IoT") technologies. The Kontron Group operates primarily in the core markets of the DACH region, Eastern Europe and North America, as well as Asia, although its presence in Eastern Europe has been significantly reduced following the sale of a substantial part of the IT services business in 2022. Originally, the Kontron Group – then known as the S&T Group – was positioned primarily as an IT systems integrator. This focus inevitably changed following the sale of the majority of the IT services business. The current focus of its business activities lies on IoT projects and related services. Kontron is a pioneer in the fields of IoT and Industry 4.0, developing secure, state-of-the-art solutions that combine

hardware, software and services. Its strategy is to develop proprietary technologies in the hardware and, above all, software sectors, thereby increasing value creation across its product, solution and service portfolio. The other 23 countries in which Kontron operates are covered by subsidiaries.

In line with the Kontron Group's portfolio priorities, Kontron is organised into the following segments:

- (a) **“Europe”**: In this segment, the Kontron Group consolidates its activities in the development of secure solutions for machine networking through a combined portfolio of hardware, middleware and services in Europe. The business segment focuses on the Kontron Group's in-house developed products (proprietary technologies) and solutions for the industrial automation, medical technology, connectivity and communications solutions, and smart energy markets. In addition, the remaining IT services business in Austria, Hungary and Romania, which provides servicing and support for the IoT, is reported within this segment.
- (b) **“Global”**: The “Global” segment comprises “IoT Solutions America” and the Kontron Group's business in Asia.
- (c) **“Software + Solutions”**: In this segment, the Kontron Group reports its software solutions for automation and its solutions for high-speed trains.

6.4. **Persons acting in concert with Kontron AG**

The companies listed in **Annex 2** are direct and indirect subsidiaries of Kontron AG and are therefore deemed to be persons acting in concert with one another and with Kontron pursuant to Section 1(6) ÜbG in conjunction with Section 27b(2) ÜbG and Section 2(5), third sentence WpÜG.

Furthermore, pursuant to Section 1(6) ÜbG in conjunction with Section 27b(2) of ÜbG and Section 2(5), third sentence, WpÜG, the Bidder and the companies listed in **Annex 1** (= persons acting in concert with the Bidder) are to be regarded as persons acting in concert with Kontron, as the Target Company is a subsidiary of the Bidder.

Furthermore, there are no persons acting in concert with the Target Company within the meaning of Section 1(6) ÜbG in conjunction with Section 27b(2) ÜbG or Section 2(5) WpÜG.

6.5. **Statement by the Management Board and the Supervisory Board of Kontron AG**

Pursuant to Section 39 of the WpÜG in conjunction with Section 27(1) of the WpÜG, the Management Board and the Supervisory Board of Kontron are each obliged to issue a reasoned statement on the offer and on any amendments thereto. The Management Board and the Supervisory Board of Kontron must publish the reasoned statement without delay following the submission of this offer document and any amendments thereto by the Bidder, in accordance with Section 39 of the WpÜG in conjunction with Sections 27(3), first sentence, and 14(3), first sentence, of the WpÜG.

7. ECONOMIC AND STRATEGIC BACKGROUND TO THE OFFER

As set out in section 4.1 , on 10 June 2026, by entering into a purchase agreement for the acquisition of 25,000 Kontron shares, including a proxy for voting rights, the bidder acquired control of the Target Company in accordance with Sections 22(1) and (2), 23 ÜbG in conjunction with § 27b(2) ÜbG, and published the acquisition of control in accordance with § 35(1), first sentence WpÜG in conjunction with § 10(3), first and second sentences WpÜG. Under Section 35(2) of the WpÜG, any party that acquires control, directly or indirectly, over a company is obliged to make a so-called mandatory offer for all shares in that company. With this mandatory offer, the Bidder is therefore fulfilling its statutory obligation, following the acquisition of control, to publish a mandatory offer in accordance with Section 35(2) of the WpÜG.

The aim of this offer is to increase the Ennoconn Group's stake in Kontron. This is intended to secure and maintain a stake in Kontron in the long term. This should enable the Ennoconn Group to acquire further Kontron shares more flexibly in future without having to make a new mandatory offer on less favourable terms. For the Bidder, Kontron and the Kontron Group represent, in principle, an attractive investment. The Bidder continues to see further economic potential in the Kontron Group. The Bidder therefore aims to achieve a return on its investment through a sustainable increase in the company's value and wishes to help the Kontron Group achieve sound corporate development by providing stability and planning certainty.

Notwithstanding this, this offer gives all Kontron shareholders the opportunity to sell their Kontron shares to the bidder at the offer price.

8. THE BIDDER'S INTENTIONS

8.1. Future business activities, assets and future obligations

The Bidder does not intend to exert any influence over the future business policy, assets or future obligations of Kontron or any member of the Kontron Group. The Bidder has no intentions regarding the use of the assets or future obligations of Kontron or any member of the Kontron Group. In particular, there are no intentions that would lead to an increase in the liabilities of Kontron or any member of the Kontron Group outside the scope of their ordinary business activities, nor are there any intentions to otherwise transfer the bidder's liabilities or the liabilities of persons acting in concert with the bidder to Kontron or any member of the Kontron Group.

The Bidder does not intend to cause Kontron or any member of the Kontron Group to change its company name following completion of the transaction.

8.2. Members of the Management Board and the Supervisory Board

The Bidder intends to work constructively and in a spirit of trust with Kontron's Management Board, which currently consists of four members. The Management Board is to manage the company independently and on its own responsibility in accordance with statutory requirements. The Bidder has no intention of changing the current composition of the Management Board or the terms of employment of its members.

The completion of the transaction will not affect the size of Kontron's Supervisory Board. As set out in more detail in section 6.2 of this offer document, Kontron's

Supervisory Board currently comprises five members. The Bidder does not intend to change the size or composition of Kontron's Supervisory Board.

8.3. Employees, terms of employment and employee representation

Kontron's employees, together with their quality, dedication, expertise and commitment, form the basis for Kontron's current and future business success. The Bidder does not anticipate any overlap in personnel between the business activities of the Ennoconn Group and the Kontron Group. The Bidder does not intend to make any redundancies. Furthermore, the Bidder does not intend to cause Kontron or any member of the Kontron Group to make any changes to its workforce, their terms and conditions of employment or their employee representative bodies. The Offer will therefore have no impact on the employees of the Kontron Group, their representative bodies or their key terms and conditions of employment.

The Bidder points out that the statements to be published by the Management Board and Supervisory Board of the Target Company in accordance with Section 27 WpÜG must also address the anticipated effects of the Offer on employees (jobs, terms and conditions of employment, the future of sites).

8.4. Registered office of the Target Company, location of key business units

The Bidder has no intention of relocating the registered office or the administration of the Target Company. Furthermore, there are no plans to arrange for the relocation, closure or re-establishment of material parts of the business.

8.5. Possible structural measures

The Bidder has no intention of resolving to implement any structural measures in relation to Kontron following the successful completion of the mandatory offer. In particular, the Bidder does not intend to change Kontron's legal form, to arrange for Kontron's delisting or to carry out a squeeze-out.

The conditions for such measures and their implications for Kontron's shareholders are set out in section 15.

8.6. The Bidder's intentions regarding its own business activities

With regard to its own future business activities and the additional considerations set out in Section 11(2), third sentence, No. 2 of the WpÜG concerning the registered office and location of significant parts of the undertaking, future obligations, employees and their representatives, members of the management bodies and material changes to terms and conditions of employment, the bidder has no intention of making any changes as a result of or in connection with the mandatory offer. In particular, no changes are intended in connection with this offer with regard to the registered office and location of material parts of the business, future obligations, the employees and their representatives, the members of the management bodies, or material changes to the terms and conditions of employment of the Bidder. With the exception of the descriptions set out in section 14 of this offer document regarding the effects of a successful offer on the bidder's assets, financial position and results of operations, the bidder has no intention of altering its assets.

9. CONSIDERATION (OFFER PRICE)

The offer price is EUR 23.50 per Kontron share and thus corresponds to the minimum offer price prescribed by Sections 39 and 31(1) WpÜG in conjunction with Sections 4 and 5 of the WpÜG-AngebV (see section 9.1).

9.1. Statutory minimum offer price

The minimum price to be offered to Kontron shareholders for their Kontron shares pursuant to Section 31(1) and (7) of the WpÜG in conjunction with Sections 4 and 5 of the WpÜG-AngebV is determined by the higher of the following two values:

- (a) Pursuant to Section 5 of the WpÜG-AngebV, in the case of a mandatory public offer under Sections 35 et seq. of the WpÜG, the consideration must be at least equal to the volume-weighted average domestic stock market price of Kontron shares during the last three months prior to the publication of the acquisition of control pursuant to Section 35(1), first sentence, of the WpÜG in conjunction with Section 10(3), first and second sentences, of the WpÜG. The acquisition of control was published on 11 June 2026. The volume-weighted three-month average price as at the reference date of 10 June 2026 (inclusive) was notified by Bafin in a letter dated 18 June 2026 as EUR 21.00 per Kontron share.
- (b) Under Section 4 of the WpÜG-AngebV, in the case of a mandatory offer pursuant to Sections 35 et seq. of the WpÜG, the consideration must be at least equal to the value of the highest consideration granted or agreed by the Bidder, persons acting in concert with the Bidder or their subsidiaries for the acquisition of Kontron shares within the last six (6) months prior to the publication pursuant to Section 35(2), first sentence, of the WpÜG (the 'six-month highest price'). During this six-month period, the securities transactions involving Kontron shares listed in section 5.7 were carried out. The highest price paid or agreed for a Kontron share in these transactions was EUR 23.50 per Kontron share, which thus corresponds to the offer price of EUR 23.50 per Kontron share.

Pursuant to Section 31(1) and (7) WpÜG in conjunction with Sections 4 and 5 of the WpÜG-AngebV, the minimum offer price per Kontron share is therefore EUR 23.50. The offer price proposed by the bidder corresponds to the statutory minimum offer price.

9.2. Reasonableness of the offer price

In determining the offer price, the bidder has based its calculation on the volume-weighted average domestic stock market price of Kontron shares during the last three months prior to the announcement of the acquisition of control, amounting to EUR 21.00, and the six-month high price paid by a bidder and persons acting in concert with the bidder and their subsidiaries, amounting to EUR 23.50. Furthermore, the bidder has not applied any other valuation methods to determine the consideration.

The German legislature has, through the provisions of Section 31 of the WpÜG in conjunction with Sections 4 and 5 of the WpÜG-AngebV, recognised the volume-weighted average domestic stock market price of Kontron shares during the last three

months prior to the announcement of the acquisition of control and the six-month high as suitable for determining the appropriateness of the offer price.

The Bidder therefore considers that the offer price of EUR 23.50 per Kontron share constitutes fair consideration within the meaning of Section 31(1) of the WpÜG.

9.3. No compensation for the loss of certain rights

Kontron's Articles of Association do not provide for the application of Section 27a(6) ÜbG. The Bidder is therefore not obliged to pay compensation pursuant to Section 27a(6) ÜbG.

10. REQUIREMENTS AND STATUS OF REGULATORY APPROVALS AND PROCEDURES

10.1. Merger control proceedings

On 12 May 2017, the European Commission granted clearance under Council Regulation (EC) No 139/2004 of 20 January 2004 on the control of concentrations between undertakings ("EU Merger Regulation") for the bidder's acquisition of sole control over Kontron AG. Further share acquisitions on the scale envisaged do not require a new notification under EU merger control law.

Should the Kontron shares submitted for sale, together with the Kontron shares held by the Bidder and the voting rights attached to Kontron shares attributable to the Bidder, comprise a total of 50 per cent or more of the voting rights attached to the Kontron shares in issue at that time (i.e., assuming Kontron's share capital and the number of voting rights attached to Kontron shares remain unchanged, 30,999,509 Kontron shares or more), applications for clearance under merger control law must be submitted to the competent authorities in the Federal Republic of Germany and the USA.

The Bidder does not anticipate that, apart from these merger control proceedings, any further material notifications under competition law will be required for the transaction prior to the completion of this offer. Insofar as further notification or reporting obligations exist under other applicable foreign competition law provisions, the Bidder will, as far as possible, make the relevant notifications or reports.

10.1.1. Merger control clearance procedures in the Federal Republic of Germany

Should the Kontron shares offered for sale, together with the Kontron shares held by the Bidder and the voting rights attached to Kontron shares attributable to the Bidder, comprise a total of 50 per cent or more of the voting rights attached to the Kontron shares in issue at that time (i.e. assuming Kontron's share capital and the number of voting rights attached to Kontron shares remain unchanged, 30,999,509 Kontron shares or more), the completion of the transaction by the Bidder is subject to merger control by the Federal Cartel Office in accordance with Sections 35 et seq. of the German Act against Restraints of Competition (GWB). The Bundeskartellamt may only prohibit a concentration that has been notified to it if it informs the notifying undertakings, within one month of receiving the complete notifications ("**Phase 1**"), that an investigation into the concentration ("**Phase 2**") has commenced. Phase 2 is to be initiated only if an investigation into the concentration is necessary. The review phases may be extended under certain circumstances. The transaction may only be completed

after clearance has been granted or after the statutory time limits have expired. In Phase 2, the Federal Cartel Office issues a decision as to whether the merger is prohibited or cleared. If the decision is not served within five months of receipt of the notification, the merger is deemed to have been cleared.

The prohibition on implementation does not prevent the completion of acquisition transactions in which control, shares or a significant influence on competition within the meaning of Section 37(1) or (2) of the Act against Restraints of Competition (GWB) is acquired from several sellers, either by way of a public offer or by way of a series of legal transactions involving securities, including those convertible into other securities admitted to trading on a stock exchange or a similar market, via a stock exchange, provided that the concentration is notified to the Federal Cartel Office without delay in accordance with Section 39 of the GWB and the acquirer does not exercise the voting rights attached to the shares, or exercises them only to preserve the full value of its investment on the basis of an exemption granted by the Federal Cartel Office.

In the present case, the European Commission has already, by decision of 12 May 2017 (Case M.8415 – Ennoconn / S&T) the bidder's acquisition of sole de facto control over Kontron AG (then S&T AG) on the basis of a shareholding of approximately 28.98% and the resulting secured majority at the general meeting. It is therefore no longer possible to refer the matter to the European Commission. The undertakings concerned were thus already merged within the meaning of Section 37(1)(2) of the German Act against Restraints of Competition (GWB) at the time of that decision.

In the event that the 50% threshold for voting rights is exceeded, the formal criteria of Section 37(1)(3) of the German Act against Restraints of Competition (GWB) are met, irrespective of the already existing de facto sole control. Within the meaning of Section 37(2) of the German Act against Restraints of Competition (GWB), this acquisition of shares is to be classified as a secondary merger between undertakings that are already merged. Under German law, such a secondary merger is only exempt from merger control if it does not lead to a significant strengthening of the existing relationship between the undertakings.

The bidder assumes that, should the 50% threshold be exceeded, the Federal Cartel Office will assume that there has been a significant strengthening of the existing corporate relationship, in particular for the following reason: Through the acquisition of a legal majority stake, the bidder's de facto sole control – which has hitherto depended on attendance at the respective annual general meetings – will be transformed into secure legal control that is independent of fluctuating attendance at annual general meetings. In particular, this means that, in future, the Bidder will have a secure majority of votes at Kontron's Annual General Meetings, irrespective of the actual attendance rate of other shareholders.

The Bidder will therefore initiate the steps described above immediately following the publication of the offer document.

10.1.2. Merger control clearance procedures in the USA

Should the Kontron shares tendered for sale, together with the Kontron shares held by the bidder and the voting rights attached to Kontron shares attributable to the bidder, comprise a total of 50 per cent or more of the voting rights attached to the Kontron

shares in issue at that time (i.e. assuming Kontron's share capital and the number of voting rights attached to Kontron shares remain unchanged, 30,999,509 Kontron shares or more), the completion of the transaction is subject to the expiry or termination of the waiting periods under the US Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended ("**HSR Act**"), and the regulations issued in connection with that Act.

Upon submission of the required notifications by each party to the US Federal Trade Commission ("**FTC**") and the US Department of Justice ("**DoJ**"), and upon payment of the application fee, a 15-calendar-day waiting period for cash offers shall commence. The transaction may not be completed before the expiry of this waiting period. At the end of the 15 calendar days, the waiting period either expires or the reviewing authority may extend it by issuing a request for additional information or documents ("**Second Request**") to the parties. Alternatively, in order to allow the reviewing authority additional time to examine the transaction, any notifying party may withdraw and resubmit its notification under the HSR Act before the expiry of the waiting period, thereby triggering a new waiting period of 15 calendar days without payment of a notification fee.

If the reviewing authority issues a Second Request to the parties, the waiting period is extended by up to ten calendar days from the date on which the parties substantially comply with the requirements of the Second Request, provided that the waiting period does not end earlier.

Should the 50% threshold be exceeded, the transaction is subject to notification under the HSR Act. The transaction value exceeds the relevant trigger threshold of USD 535.5 million. Furthermore, the exemption under 16 CFR § 802.51 for the acquisition of voting interests in foreign issuers by foreign acquirers does not apply in the present case, as Kontron's US revenue in the financial year 2025 exceeded the threshold of USD 133.9 million and the combined US revenue of the parties involved exceeded the threshold of USD 294.5 million.

As the offer is structured as *an all-cash tender offer*, the waiting period under the HSR Act is 15 calendar days (rather than 30 days for other acquisitions). The Bidder is obliged to file its notification first; Kontron must file its notification within ten days thereafter.

The bidder will notify the FTC and the DoJ of the proposed transaction immediately following the publication of the offer document.

10.2. Investment control / Foreign exchange control procedures

Should the Kontron shares submitted for sale, together with the Kontron shares held by the bidder and the voting rights attached to Kontron shares attributable to the bidder, comprise a total of 40 per cent or more of the voting rights attached to the Kontron shares in issue at that time (i.e., assuming Kontron's share capital and the number of voting rights attached to Kontron shares remain unchanged, 24,799,607 Kontron shares or more), an application for investment control (or similar) clearance from the competent authorities in the Federal Republic of Germany will be required, as, upon completion of the offer, the bidder will fulfil the conditions for a notifiable investment under the relevant investment control regulations, given that, according to the information available to the bidder, one or more of the companies within the Kontron Group

may carry out certain relevant business activities in these jurisdictions that are subject to the relevant investment control regulations.

Should the Kontron shares tendered for sale, together with the Kontron shares held by the bidder and the voting rights attached to Kontron shares attributable to the bidder, comprise a total of 50 per cent or more of the voting rights attached to the Kontron shares in issue at that time (i.e. assuming Kontron's share capital and the number of voting rights attached to Kontron shares remain unchanged, 30,999,509 Kontron shares or more), an application for clearance under investment control legislation (or similar) from the competent authorities in France and Austria is required, as in this case the bidder, upon completion of the offer, would fulfil the conditions for a notifiable investment in accordance with French and Austrian investment control regulations, as, according to the information available to the Bidder, one or more of the companies within the Kontron Group may carry out certain relevant business activities in these jurisdictions that are subject to the relevant investment control legislation.

Furthermore, an application for approval under investment control laws (or similar) by the competent authority in Taiwan is required, as the bidder, by completing the offer, would fulfil the conditions for a notifiable investment in accordance with Taiwanese investment control regulations.

10.2.1. Investment control clearance procedures in the Federal Republic of Germany

Depending on the activities of the German companies within the Kontron Group, the origin of the investor and the size of the shareholdings to be acquired, the acquisition of voting rights in German companies is subject to the various German investment control regulations set out in the Foreign Trade and Payments Act (the "**AWG**") and the Foreign Trade and Payments Ordinance (the "**AWV**").

If a German Target Company carries out activities within the meaning of Section 60(1) of the AWV, the acquisition of that company or of a direct or indirect shareholding of at least 10 per cent, as well as any increase in the shareholding to 20 per cent / 25 per cent / 40 per cent / 50 per cent or 75 per cent (see Section 60a(2) in conjunction with § 56(2) AWV) of voting rights by a non-German acquirer, a mandatory so-called sector-specific assessment pursuant to §§ 60 et seq. AWV must be carried out by the Federal Ministry for Economic Affairs and Energy (the "**BMWE**") (the "**Mandatory sector-specific assessment**").

Furthermore, in the case of non-EU or non-EFTA acquirers, the so-called cross-sectoral assessment under § 55 et seq. AWV applies. If a German Target Company carries out activities within the meaning of Section 55a(1)(1)–(27) of the AWV, the acquisition of that company or of at least 10% / 20% (depending on the specific activities) of the voting rights, or an increase in shareholding to 20% / 25 per cent / 40 per cent / 50 per cent or 75 per cent (depending on the specific activities; see Section 56(2) of the AWV) by a non-EU/EFTA acquirer to a mandatory review by the BMWE (the so-called "**mandatory cross-sectoral review**"). For all other sectors, a voluntary notification may be made to the BMWE in the event of an acquisition of 25 per cent or more of the voting rights; should no voluntary notification be made, the BMWE may, ex officio, initiate a review procedure for such an acquisition within five years of the conclusion of the contract under the law of obligations (so-called "**voluntary cross-sectoral review**"). An offer within the meaning of the WpÜG for a German company must be notified to the BMWE without delay following the publication of the decision to make the offer in the

cases covered by Section 55a(4) and (1) of the AWW, as well as in the cases covered by Section 60(3), (1) and (1a) of the AWW.

As part of the cross-sectoral review under Sections 55 et seq. of the AWW, the BMWE assesses whether the acquisition is likely to affect public order or security in the Federal Republic of Germany or in another Member State of the European Union, or in relation to projects or programmes of Union interest within the meaning of Article 8 of Regulation (EU) 2019/452 of the European Parliament and of the Council of 19 March 2019 establishing a framework for the screening of foreign direct investments into the Union. In the sector-specific assessment pursuant to Sections 60 et seq. of the AWW, the BMWE assesses whether the acquisition is likely to adversely affect essential security interests of the Federal Republic of Germany.

To the extent planned, the transaction involves the increase of an existing indirect voting interest from the current level of approximately 30.01% to up to all outstanding voting rights in a company operating in Germany by a non-EU/EFTA investor and is therefore subject to the provisions of German investment control (mandatory sector-specific review and mandatory cross-sectoral review).

Within an initial review period of two months following the submission of a notification (so-called "**Phase 1**"), the BMWE may issue a certificate of no objection pursuant to Section 58 of the Foreign Trade and Payments Ordinance (AWV), approve a transaction in accordance with Section 58a(1) AWW or Section 61 AWW, or initiate a review procedure (so-called "**Phase 2**"). Unless a review procedure is initiated, the acquisition is deemed to have been authorised in accordance with Section 58a(2), first alternative, of the AWW or Section 61, second sentence, of the AWW; or, in accordance with Section 58(2) of the AWW, a requested certificate of no objection is deemed to have been issued. At the end of Phase 2, the BMWE may approve a transaction in accordance with Section 58a(1) of the AWW or Section 61 of the AWW (with or without orders pursuant to Section 59(1) or Section 62(1) of the AWW) or prohibit an acquisition pursuant to Section 59(1) or Section 62(1) of the AWW.

If the BMWE initiates a Phase 2 review within the two-month period, the parties are obliged to submit further information. Once all the documents have been received in full, the BMWE has four months under Section 14a(1)(2) of the AWG to conduct the Phase 2 review. The BMWE may extend this four-month period by a further three months in individual cases where the review procedure presents particular difficulties of a factual or legal nature, and by one (additional) month where the defence interests of the Federal Republic of Germany are particularly affected (Section 14a(4) of the AWG). In theory, the time limit may also be extended under Section 14a(5) of the AWG with the consent of the direct acquirer and the vendor; however, this has no practical relevance in the context of a public takeover. The BMWE and the parties involved in the transaction may also conclude a public-law contract to safeguard public order or security or essential security interests; in this case, the four-month period is suspended for the duration of the relevant negotiations between the BMWE and the parties involved (Section 14a(6)(2) of the AWG). In the event that further information or documents are requested, the BMWE's review period is suspended until the requested information or documents have been provided (Section 14a(6)(1) of the AWG). A time limit under Section 14a(1)(2) of the AWG shall, in accordance with Section 14a(7) of the AWG, recommence if an authorisation or a certificate of no objection is withdrawn, revoked or amended, or if an order imposing restrictions or obligations to act, or a

contractual provision for the protection of the legal interests referred to in Section 4(1)(1), 4 or 4a of the AWG is set out in a court decision.

Should the Kontron shares offered for sale, together with the Kontron shares held by the bidder and the voting rights attached to Kontron shares attributable to the bidder, comprise a total of 40 per cent or more of the voting rights attached to the Kontron shares in issue at that time, the reaching of the 40 per cent or 50 per cent threshold shall constitute a new acquisition subject to notification. The BMW Group has already contacted the bidder in connection with the publication of the acquisition of control and requested further information regarding the acquisition.

The bidder will initiate the steps described above immediately following the publication of the offer document.

10.2.2. Investment control clearance procedures in France

Under the French regime for foreign direct investment pursuant to Articles L. 151-1 and R. 151-1 of the French Monetary and Financial Code (“**CMF**”), an investment made in France is subject to prior authorisation by the French Ministry of the Economy (the “**Ministry of the Economy**”), provided that (i) the investment is made in France by a foreign investor, (ii) it constitutes a share deal, an asset deal or a threshold crossing, which is a regulated investment in a company situated in France (including French overseas territories), and (iii) the Target Company’s activities fall within one of the categories specified by the CMF. Changes to existing controlling shareholdings are also covered.

Upon receipt of the application for investment control clearance, the Ministry of the Economy may, within 30 working days (although the review period may be suspended under certain circumstances), decide that (i) the transaction does not fall within the scope of the CMF or (ii) the transaction falls within the scope of the CMF and further review is required. If the Ministry of Economic Affairs considers further review to be necessary, it may, within 45 working days, decide (i) to approve the transaction (subject, where applicable, to certain commitments from the bidder) or (ii) to reject the transaction.

In connection with the acquisition of its French subsidiary, Kontron Transportation France SAS (formerly Kapsch CarrierCom France SAS), in 2019, Kontron submitted a letter of commitment (*Commitments Letter*) with reference number DN 859 to the French Ministry of the Economy. This letter of commitment includes, amongst other things, the obligation to inform the Ministry of the Economy of any change in the Kontron Group’s chain of control under company law. The potential increase in the Bidder’s shareholding above the 50% threshold would constitute such a notifiable change.

In the bidder’s view, there are reasonable grounds to believe that, should the 50 per cent threshold be exceeded, the planned transaction would fall under the *intra-group exemption* provided for in Article R.151-7 of the CMF, provided that Hon Hai Precision Industry Co., Ltd. – as the shareholder identified by the Ministry of the Economy as the ultimate investor in the chain of control in the context of the 2019 authorisation – continues to exercise control within the meaning of Article L.233-3 of the French Commercial Code (*Code de commerce*) over Kontron and, thereby, indirectly over Kontron Transportation France SAS.

Against this background, the bidder will initiate the steps described above immediately following the publication of the offer document.

10.2.3. Investment control clearance procedures in Austria

Under the Austrian Investment Control Act (the “**InvKG**”), any third-country national (i.e. any natural person who is not a citizen of the European Union, the European Economic Area or Switzerland, or any legal person whose registered office or central administration is not located within the European Union, the European Economic Area or Switzerland) who acquires, directly or indirectly, voting rights in an undertaking with its registered office in Austria (the “**Austrian target undertaking**”) which operates in a sector affecting security or public order, and where certain voting rights thresholds are exceeded, must obtain authorisation from the Federal Ministry for Economic Affairs, Energy and Tourism (the “**BMWET**”) as part of an investment review in accordance with Sections 6 et seq. InvKG, unless the relevant Austrian Target Company meets the conditions for the de minimis exemption under Section 2(2) of the InvKG.

The acquisition of (i) 10%, 25% or 50% of the voting rights, (ii) a controlling influence, irrespective of specific voting rights holdings, or (iii) a controlling influence over material assets of the Target Company and certain Austrian subsidiaries of the Target Company which the Bidder intends to acquire as part of this offer, is subject to the notification requirement and thus to authorisation.

Upon receipt of the application, the Federal Minister of the BMWET (the “**Federal Minister**”) forwards it to the European Commission and the Member States of the European Union under the EU cooperation mechanism. Between the formal submission of the application and its forwarding to the EU cooperation mechanism, the BMWET checks that the application is complete, which usually takes between three and ten calendar days. The EU cooperation mechanism usually takes 40 calendar days, but may be extended due to queries from other EU Member States or the European Commission. The formal Austrian investment screening procedure begins once the EU cooperation mechanism has been completed and lasts one month (no extension possible). Within this one-month period, the Federal Minister either grants approval, as there is no apparent threat to security or public order, or informs the applicant that an in-depth review is being initiated, as a more detailed examination of the impact on security or public order is required. At the end of the in-depth review, the BMWET must either grant approval, authorise the transaction subject to conditions, or prohibit the transaction within two months (no extension possible).

Kontron is based in Austria and, as an Austrian public limited company, is the direct Target Company of the offer. As a Taiwanese company, the bidder is a third-country national within the meaning of the InvKG. It cannot currently be ruled out that, upon completion of the offer, the bidder will increase its indirect voting rights in Kontron – and thus also in its Austrian subsidiaries – beyond the 50% threshold. As the Kontron Group comprises Austrian subsidiaries operating in sectors relating to security or public order, the acquisition is subject to notification and approval under the InvKG. Furthermore, exceeding the 50% threshold means that the increase threshold provided for in Section 6 of the InvKG is exceeded, which triggers a separate notification requirement under investment control law.

The bidder will initiate the steps described above immediately following the publication of the offer document.

10.2.4. Investment control clearance procedures in Taiwan

Under the Taiwanese regime governing foreign investments by Taiwanese companies, in accordance with Article 22(2) of the Industrial Innovation Act and Articles 3, 4, 5 and 6 of the Regulations Governing Foreign Investments by Companies, a foreign investment by a Taiwanese company is subject to prior approval by the Department of Investment Review, Ministry of Economic Affairs (the “**DIR**”), provided that (i) the foreign investment is made by a company domiciled in Taiwan, (ii) it involves the acquisition of shares (a “share deal”), the establishment of a foreign branch, a sole proprietorship or a partnership, or the granting of a long-term loan to a specific foreign Target Company, and (iii) the investment amount exceeds NT\$ 1.5 billion (equivalent to approximately EUR 40 million). Changes to existing controlling shareholdings are also covered.

Furthermore, Article 5 of the *Regulations Governing the Declaration of Foreign Exchange Receipts and Disbursements or Transactions* stipulates that, when submitting the Foreign Exchange Settlement Report for outbound remittances relating to direct investments approved by the competent authorities, the applicant must submit the DIR’s letter of approval and other relevant documents in advance. Without such prior approval of the overseas investment, the Central Bank will not authorise the remittance to pay the purchase price for the completion of this offer.

Upon receipt of the application for investment control clearance, the DIR will assess whether there are any legal grounds justifying a prohibition of the foreign investment, i.e. whether the intended transaction (i) poses or is likely to pose a threat to national security, (ii) has a negative impact on the country’s economic growth, (iii) contravenes international agreements or treaties, (iv) infringes the intellectual property rights of third parties, (v) gives rise to labour disputes due to breaches of labour law provisions that are still pending, or (vi) damages the country’s reputation.

Upon receipt of the application for investment control clearance, the DIR is required to decide on the approval of the transaction within one month (although the review period may be suspended under certain circumstances) or within two months if an inter-ministerial review is required. According to information published on the DIR’s website, the processing time for applications involving an investment volume of more than NT\$ 1.5 billion (equivalent to approximately EUR 40 million) averages 30 to 40 days.

The bidder will initiate the steps described above immediately following the publication of the offer document.

10.3. Authorisation to publish the offer document

Bafin has authorised the Bidder to publish this Offer Document on 29 June 2026. The Bidder assumes that the Offer and the contracts to be concluded with Kontron shareholders upon acceptance of the Offer do not require any government authorisations or approvals other than those listed under this section 10. Insofar as further notification or reporting obligations relating to state authorisation or approval exist under other applicable foreign regulations, the Bidder will, as far as possible, make the relevant notifications or reports.

11. TERMS OF THE OFFER

11.1. Offer Conditions

This offer and any contracts entered into with Kontron shareholders as a result of its acceptance will only be implemented if the following conditions (the “**Offer Conditions**”) (i) have been satisfied within the respective time periods specified below, or (ii) the Bidder has effectively waived them prior to the relevant Offer Condition not being satisfied and up to one working day before the expiry of the acceptance period. Against this background, the completion of the Offer may be delayed until 13 January 2027 or may be cancelled altogether.

11.1.1. Merger control conditions

Following the publication of this offer document and no later than 31 December 2026 (the “**Long-Stop Date**”), the following competition authorities must either

- (a) declared that they have no jurisdiction over the transaction; or
- (b) explicitly granted their approval and that approval has taken effect, so that the transaction may be implemented; or
- (c) their approval is deemed to have been granted (upon expiry of the time limits available for their review) and such approval has taken effect, so that the transaction may be completed.

The competition authorities are:

- (a) the Federal Cartel Office in the Federal Republic of Germany; and
- (b) the FTC and the DoJ in the United States.

With regard to the merger control clearance by the Bundeskartellamt in the Federal Republic of Germany and the merger control clearance by the FTC and the DoJ in the United States, the terms of the offer shall also be deemed to have been fulfilled in each case if the Kontron shares submitted for sale, the Kontron shares held directly by the Bidder and the voting rights attached to Kontron shares attributable to the Bidder, as published in the Bidder’s notification pursuant to Section 23(1), first sentence, No. 2 WpÜG, collectively comprise less than 50 per cent of the voting rights attached to Kontron shares issued at that time.

The offer conditions set out in this section 11.1.1 of this offer document each constitute individual offer conditions and, subject to applicable law, may be fulfilled independently of one another or waived.

11.1.2. Investment control conditions

Following the publication of this offer document and no later than 31 December 2026, the following authorities responsible for enforcing foreign investment regulations or similar regulations must, in each case, either

- (a) declared that they have no jurisdiction over the transaction; or
- (b) explicitly granted their approval or otherwise confirmed in writing that they have no objections to the transaction, and such approval has taken effect, so that the transaction may be completed; or
- (c) their approval is deemed to have been granted (upon expiry of the time limits available for their review) and that approval has taken effect, so that the transaction may be completed.

The authorities are:

- (a) the BMWG in the Federal Republic of Germany;
- (b) the Ministry of the Economy in France;
- (c) the BMWET in Austria; and
- (d) the DIR in Taiwan.

With regard to the approval under investment control law by the BMWG in the Federal Republic of Germany, the offer condition shall also be deemed to have been fulfilled if the Kontron shares submitted for sale, the Kontron shares held directly by the Bidder and the voting rights attributable to the Bidder arising from Kontron shares—as published in the bidder’s notification pursuant to Section 23(1), first sentence, No. 2 WpÜG—together comprise less than 40 per cent of the voting rights attached to Kontron shares issued at that time.

With regard to the clearance under investment control law by the French Ministry of the Economy and the clearance under investment control law by the BMWET in Austria, the conditions of the offer shall also be deemed to have been fulfilled if the Kontron shares tendered for sale, the Kontron shares held directly by the bidder and the voting rights attached to Kontron shares, as published in the bidder’s notification pursuant to Section 23(1), first sentence, No. 2 WpÜG, together comprise less than 50 per cent of the voting rights attached to Kontron shares issued at that time.

The offer conditions set out in this section 11.1.2 of this offer document each constitute individual offer conditions and, subject to applicable law, may be fulfilled independently of one another or waived.

11.2. Publication of the fulfilment or non-fulfilment of the offer conditions

The Bidder shall immediately announce on the internet at <https://www.ennoconn.com/public-purchase/> and in the Federal Gazette if (i) an offer condition has previously been effectively waived, (ii) an offer condition has been satisfied, (iii) all offer conditions have either been met or have previously been validly waived, or (iv) the offer will not be completed because an offer condition will definitively not be met or will definitively lapse. Similarly, immediately after the expiry of the acceptance period, the Bidder will announce, as part of the publication pursuant to Section 23(1), first sentence, No. 2 of the WpÜG, which of the conditions of the offer set out in Section 11.1 of this offer document have been satisfied up to that point.

11.3. Non-fulfilment of the conditions of the offer; waiver of conditions of the offer

At the time of publication of this offer document, the Bidder has no intention of waiving one or more of the conditions of the offer.

If the conditions of the offer set out in section 11.1 of this offer document have not been met by 31 December 2026 or have definitively lapsed prior to that date, the offer shall lapse, unless the Bidder has previously effectively waived the relevant condition of the offer. In this case, the contracts concluded as a result of the acceptance of the offer will not be performed and will lapse (condition subsequent). In this case, the Bidder is not obliged to acquire the Kontron shares tendered for sale or to pay the offer price for them. Accordingly, the Central Settlement Agent (as defined in section 12.1 of this offer document) shall, without delay and at the latest within four banking days of the announcement that the offer has lapsed, arrange for the respective Custodian Bank of the Kontron shareholders to release the Kontron shares submitted for sale in the securities account of the respective Kontron shareholder. Following the reversal of the transaction, the Kontron shares may once again be traded under their original ISIN.

12. ACCEPTANCE AND IMPLEMENTATION OF THE OFFER

12.1. Central Settlement Agent

Small & Mid Cap Investmentbank AG (the “**Central Settlement Agent**”), Barer Straße 7, D-80333 Munich, has been appointed by the Bidder to act as the central settlement agent for the Offer.

12.2. Declaration of Acceptance and Blocking

Note: *Kontron shareholders wishing to accept the offer should contact their respective Custodian Bank with any queries regarding the acceptance of the offer and its technical processing. These Custodian Banks have been separately informed about the handling of acceptance and the settlement of the offer and are required to inform clients who hold Kontron shares in their custody accounts about the offer and the steps necessary for its acceptance.*

Kontron shareholders may only accept this offer by

- (a) declare in writing to their Custodian Bank that they accept the offer (the “**Declaration of Acceptance**”) and
- (b) specify in the declaration of acceptance the number of Kontron shares for which the offer is to be accepted (the “**Kontron shares tendered for sale**”).

The Custodian Bank will place the Kontron shares submitted for sale on hold in the accepting Kontron shareholder’s securities account. The Custodian Bank will immediately forward the declaration of acceptance to the Central Settlement Agent, stating the number of declarations of acceptance received during the acceptance period and the total number of Kontron shares submitted for sale in accordance with the declarations of acceptance. The Kontron shares tendered for sale are not tradable until settlement (see section 12.5). The acceptance notice is deemed to have been submitted in due time if (i) the Kontron shareholder has accepted the offer by the end of the offer period and (ii) by 18:00 at the latest on the second banking day following the expiry of the

acceptance period, the Central Settlement Agent has received the declaration of acceptance from the respective Kontron shareholder's Custodian Bank, specifying the number of Kontron shares submitted for sale.

Declarations of acceptance which are not received by the relevant Custodian Bank within the acceptance period, or which are incorrectly or incompletely completed, shall not be deemed to constitute acceptance of the offer and shall not entitle the relevant Kontron shareholder to receive the consideration. Neither the Bidder nor any persons acting on its behalf are obliged to notify the relevant Kontron shareholder of any defects or errors in the declaration of acceptance, and shall not be liable in the event that such notification is not provided.

12.3. Further declarations upon acceptance of the offer

By submitting the declaration of acceptance in accordance with section 12.2 of this offer document

(a) the accepting Kontron shareholders instruct their respective Custodian Banks and any intermediate custodians of the Kontron shares tendered for sale, and authorise them,

- initially to block the Kontron shares submitted for sale and specified in the declaration of acceptance in the securities account;
- for its part, to instruct and authorise OeKB CSD GmbH to make the Kontron shares tendered for sale available to the Central Settlement Agent, in its custody account with OeKB CSD GmbH, for transfer to the bidder upon expiry of the acceptance period and the fulfilment of all conditions of the offer (with the exception of an early withdrawal);
- for its part, to instruct and authorise OeKB CSD GmbH to transfer the Kontron shares tendered for sale, including all rights attached to those shares at the time of settlement of the offer, to the bidder-for-transfer to the Bidder in exchange for payment of the offer price for the Kontron shares tendered for sale into the account of the respective Custodian Bank at OeKB CSD GmbH in accordance with the terms of this offer;
- for its part, to instruct and authorise any intermediate custodians of the relevant Kontron shares tendered for sale, as well as OeKB CSD GmbH, to provide the Bidder and the Central Settlement Agent with all information required for the Bidder's declarations or publications under the WpÜG, in particular, to notify, on each trading day during the acceptance period, the number of declarations of acceptance received during the acceptance period and the total number of Kontron shares tendered for sale in accordance with the declarations of acceptance; and
- to forward the declaration of acceptance and, where applicable, the declaration of withdrawal to the Central Settlement Agent upon request;

(b) the accepting Kontron shareholders instruct and authorise their respective Custodian Banks and the Central Settlement Agent, in each case exempting them from

the prohibition on self-dealing pursuant to Section 181 of the German Civil Code (see section 19 regarding the choice of law), to take all actions and make or accept all declarations necessary or expedient for the settlement of the Offer in accordance with this Offer Document, and in particular to effect the transfer of ownership of the Kontron shares tendered for sale to the Bidder in accordance with section 12.3(a) ;

(c) the accepting Kontron shareholders declare that

- they accept the Bidder's offer to enter into a purchase agreement for all Kontron shares held in their securities account with Depotbank at the time of declaring their acceptance of the offer, unless otherwise expressly stipulated in writing in the declaration of acceptance;
- they will transfer the Kontron shares submitted for sale, including all rights attached to them at the time of settlement of the offer, subject to the condition precedent of the expiry of the acceptance period and the fulfilment of the offer conditions (with the exception of an early waiver) on a simultaneous basis in exchange for payment of the offer price into the account of the relevant Custodian Bank at OeKB CSD GmbH;
- the Kontron shares tendered for sale are, at the time of transfer of ownership to the Bidder, solely owned by them, are free from any rights or claims of third parties, and are not subject to any restrictions on disposal.

The instructions, declarations, mandates, powers of attorney and authorisations set out in sections 12.2 and 12.3 of this offer document are irrevocably issued or given by the accepting Kontron shareholders in the interests of the smooth and expeditious completion of the offer. They shall lapse only in the event of a valid withdrawal from the contract concluded by acceptance of the offer in accordance with section 16 of this offer document.

12.4. Legal consequences of acceptance

Upon the declaration of acceptance taking effect, a contract is concluded between the accepting Kontron shareholder and the Bidder in accordance with the terms of the Offer, covering the sale of the Kontron shares tendered for sale and the transfer of ownership of the Kontron shares tendered for sale, including all dividend rights and other rights attached to these shares at the time of settlement of the Offer. This contract is governed by German law.

11.1 The contract will only be performed in rem after the expiry of the acceptance period and only if the conditions of the offer described in section 11.111.1 of this offer document have been met or have been waived in advance. The contract shall lapse (condition subsequent) if the conditions of the offer set out in section 11.1 of this offer document have not been met or are not deemed to have been met by the time specified for the conditions of the offer at the latest, unless the Bidder has previously validly waived the relevant condition of the offer.

Furthermore, by accepting the offer, the accepting Kontron shareholders issue the declarations, instructions, authorisations, mandates and powers of attorney set out in sections 12.2 and 12.3 of this offer document. Upon transfer of ownership of the Kontron

shares tendered for sale, all rights associated with these shares at the time of settlement of the offer shall pass to the Bidder.

12.5. Settlement of the Offer, Payment of the Purchase Price and Place of Performance

Payment of the offer price for the Kontron shares tendered for sale shall be made to the respective Custodian Bank of the Kontron shareholders on a step-by-step basis, in conjunction with the transfer of the Kontron shares tendered for sale to the account held by the Central Settlement Agent at OeKB CSD GmbH for the purpose of transferring ownership of these shares to the bidder. The Central Settlement Agent will arrange for the offer price to be transferred to the respective Custodian Bank via OeKB CSD GmbH without delay, but no later than the eighth banking day following the expiry of the acceptance period and the fulfilment of the offer conditions (with the exception of an early waiver).

If the offer conditions set out in section 11.1 of this offer document have not yet been met by the expiry of the acceptance period and the Bidder has not waived such conditions prior to their failure to be met, the Central Settlement Agent will transfer the offer price via OeKB CSD GmbH to the relevant Custodian Bank without delay, but no later than the eighth banking day following the day on which the Bidder announces, in accordance with section 11.2 of this offer document, that the offer conditions set out in section 11.1 of this offer document have been met, and no earlier than the expiry of the acceptance period.

The completion of the Offer and the payment of the Offer Price to the accepting Kontron shareholders may be delayed until 13 January 2027 or may be cancelled altogether due to merger control proceedings and FDI proceedings that may still need to be carried out (see section 11.1 of this Offer Document).

Upon crediting the offer price to the relevant Custodian Bank, the Bidder shall have fulfilled its obligation to pay the offer price for the Kontron shares tendered for sale. It is the responsibility of the relevant Custodian Bank to credit the offer price to the relevant Kontron shareholder without delay.

The place of performance is Frankfurt am Main, Germany.

12.6. No stock market trading in Kontron shares tendered for sale

No trading in the Kontron shares tendered for sale will be organised during the acceptance period.

Kontron shares that have not been tendered for sale will continue to be traded under ISIN AT0000A0E9W5 / WKN A0X9EJ.

12.7. Costs and expenses

Any taxes, out-of-pocket expenses, fees and charges incurred in connection with the acceptance of the offer and levied by Custodian Banks are to be borne by the Kontron shareholders accepting the offer themselves and will not be covered by the Bidder. Kontron shareholders wishing to accept the offer are therefore requested to enquire,

prior to acceptance, about any taxes, expenses, fees and charges associated with accepting the offer and to seek advice from their Custodian Bank in this regard.

13. FINANCING OF THE OFFER

13.1. Maximum Consideration

At the time of publication of this offer document, 63,860,568 Kontron shares are in issue. The Bidder currently holds 55,726 Kontron shares directly. The Target Company holds 1,861,551 Kontron shares itself at the time of publication of this offer document.

The offer is therefore directed towards the acquisition of 61,943,291 Kontron shares (63,860,568 Kontron shares, less the 55,726 Kontron shares held by the Bidder and the 1,861,551 Kontron shares held by the Target Company). The Target Company has informed the Bidder that, during the offer period, up to 337,500 Kontron shares held by the Target Company are to be used for the allocation of exercised share options (the “**Option Shares**”).

The total purchase price that would be required to acquire Kontron shares if all Kontron shareholders were to accept the offer and all Option Shares were to be transferred to third parties and tendered in response to the offer would amount to EUR 1,463,598,588.50 (i.e. the offer price of EUR 23.50 per Kontron share multiplied by 61,943,291 Kontron shares plus 337,500 Kontron shares) (the “**Offer Costs**”) and, in addition, the Bidder will incur further transaction costs in connection with this Offer and its implementation, estimated at EUR 1,653,380.00 (the “**Incidental Transaction Costs**”).

The maximum offer costs therefore amount to EUR 1,465,251,968.50 (the “**Maximum Offer Costs**”).

13.2. Financing Measures

The Bidder has taken the following measures to ensure that it has the necessary financial resources available at the time the entitlement to consideration becomes due to fully meet the Maximum Offer Costs, in order to settle the Offer in full and on time.

13.2.1. Standstill undertakings and share blocking agreements

EIH holds 16,835,008 Kontron shares (corresponding to approximately 26.36% of Kontron’s share capital at the time of publication of this offer document), EI holds 1,524,863 Kontron shares (corresponding to approximately 2.39% of Kontron’s share capital at the time of publication of this offer document), Mr Hannes Niederhauser (“HN”), a member of Kontron’s Management Board, holds 1,419,463 Kontron shares (representing approximately 2.223% of Kontron’s share capital at the time of publication of this offer document) (together, the “**Bound Shareholders**”).

All Kontron shares held by EIH (these 16,835,008 Kontron shares represent, at the time of publication of this offer document, approximately 27.154% of the total number of voting rights and approximately 26.36% of Kontron’s share capital) are held in a custody account with UBS Securities Pte. Ltd., Taipei Branch; 1,448,431 Kontron shares held by EI (which, at the time of publication of this offer document, represent approximately 2.336% of the total number of voting rights and approximately 2.268% of

Kontron's share capital) are held in a custody account with UBS Securities Pte. Ltd., Taipei Branch; 76,432 Kontron shares held by EI (which, at the time of publication of this offer document, represent approximately 0.123% of the total number of voting rights and approximately 0.120% of Kontron's share capital) are held in a custody account with UBS AG; 360,200 Kontron shares held by HN (which, at the time of publication of this offer document, represent approximately 0.581% of the total number of voting rights and approximately 0.564% of Kontron's share capital) are held in custody accounts with Commerzbank Aktiengesellschaft; 160,500 Kontron shares held by HN (which, at the time of publication of this offer document, represent approximately 0.259% of the total number of voting rights and approximately 0.251% of Kontron's share capital) are held in custody accounts with Raiffeisenbank Linz-Land west eGen, and 898,763 Kontron shares held by HN (which, at the time of publication of this offer document, represent approximately 1.450% of the total number of voting rights and approximately 1.407% of Kontron's share capital) are each held in a custody account with Oberbank AG (together, the "**Restricted Shares**").

On 22 June 2026, the Bidder entered into a qualified non-acceptance agreement with each of the Restricted Shareholders. In the respective qualified non-acceptance agreements, the Restricted Shareholders have irrevocably undertaken to the Bidder not to tender any of the Restricted Shares held by them (i) in response to the Offer and (ii) to sell, lend or otherwise transfer to third parties, or to assign the associated shareholder rights, until the expiry of the deadline for tendering Kontron Shares pursuant to any right of tender under Section 39c of the WpÜG or a comparable applicable provision of Austrian law (collectively, the "**Standstill Obligation**").

In the event that the Restricted Shareholders, in breach of the Standstill Obligation, tender Restricted Shares in this offer, sell, lend or otherwise transfer them to third parties, or assign the associated shareholder rights (each such Restricted Share used in breach of the Standstill Obligation being a "**Share in Breach of the Agreement**"), the Restricted Shareholders have undertaken to pay a contractual penalty that is independent of fault and free from defences. The contractual penalty is due and payable at the time the consideration in cash to be provided by the Bidder under the mandatory offer becomes due for each Kontron Share. The amount of the contractual penalty corresponds to the number of Shares in Breach of the Agreement multiplied by the offer price.

To the extent permitted by law, the Bound Shareholders are not entitled to raise any defences or objections against the claim for payment of the aforementioned contractual penalty. The qualified non-acceptance agreements further entitle the Bidder to set off the Bidder's claim for payment of the contractual penalty directly against any claim by the Bound Shareholders to the offer price for each Share in Breach of the Agreement tendered under the mandatory offer. Subject to the condition precedent that the Bound Shareholders are liable to pay the contractual penalty, the Bound Shareholders have, as a precautionary measure, waived their right to payment of the offer price for each Share in Breach of the Agreement. To secure the above obligation, the Bound Shareholders, the Bidder and the Custodian Banks of the Bound Shareholders, with whom the Restricted Shares are held in custody, entered into custody account freeze agreements (each an "**Account Blocking Agreement**") on 22 June 2026 and 25 June 2026 respectively.

The conclusion of the qualified non-acceptance agreements, including the Account Blocking Agreements, reduces the funds required to cover the offer costs from EUR

1,465,251,968.50 by EUR 464,814,349.00 (i.e. by the offer price of EUR 23.50 per Kontron share multiplied by the number of Restricted Shares (19,779,334)) to EUR 1,000,437,619.50 (the “**Maximum Total Transaction Costs**”).

13.2.2. Loan agreement

Prior to the publication of this offer document, the Bidder has taken the necessary steps to ensure that, at the time the claim for consideration becomes due, it will have at its disposal the financial resources required to meet the Maximum Total Transaction Costs in full, so as to settle the offer in full and within the prescribed time limit. To finance the mandatory offer, on 11 June 2026 the Bidder entered into a loan agreement (the “**Loan Agreement**”) for up to EUR 1,011,000,000 with DBS Bank Ltd. and DBS Bank Ltd., Taipei Branch as lead arrangers and original lenders, DBS Bank Ltd., Taipei Branch as agent and DBS Bank Ltd. as security agent.

The loans under the Loan Agreement bear interest at the margin plus EURIBOR (in the case of loans in euros) or TAIBOR (in the case of loans in Taiwanese dollars). From the date of the first drawdown up to and including the date falling six months after the date of the first drawdown, the margin is 2.50 per cent p.a. (if the drawdown is in euros) and 1.75 per cent p.a. (if the drawdown is in Taiwanese dollars). After this date, the margin is 2.65 per cent p.a. (if the drawdown is in euros) and 1.90 per cent p.a. (if the drawdown is in Taiwanese dollars).

The loans under the credit agreement are secured as follows:

- A pledge by the Bidder, in favour of the Security Agent under Singapore law, of a custody account to be opened by the Bidder with DBS Bank Ltd., in which the Kontron shares acquired by the Bidder as part of the takeover are held.

Subject to certain conditions, which may only arise after the expiry of the acceptance period and after the expiry of a period for the tender of Kontron shares under any tender right pursuant to Section 39c WpÜG or a comparable applicable provision of Austrian law, the following additional security must be provided:

- A pledge by EI, in favour of the security agent under Singapore law, of a custody account to be opened by EI with DBS Bank Ltd., in which the Kontron shares held by EI are to be held;
- A pledge by EI of 50 per cent of the shares held by EI in Marketch International Corporation, a company registered in the Republic of China under registration number 23145632, in favour of the security agent in accordance with the law of the Republic of China;
- A pledge by EIH, in accordance with Singapore law, of a custody account to be opened by EIH with DBS Bank Ltd., in which the Kontron shares held by EIH are held, in favour of the security agent; and
- Transfer of the Kontron shares owned by the Bidder (with the exception of the Kontron shares acquired by the Bidder as part of the takeover) to the

custody account with DBS Bank Ltd. and the subjection of these shares to the pledge agreement under Singapore law.

The loans under the loan agreement are repayable on the date falling 12 months after the first drawdown. The Bidder may repay a loan in full or in part early, subject to 20 business days' notice (or, with the consent of the majority of the lenders, a shorter period) (in the case of a partial repayment, only up to a specified minimum amount).

The lenders are parties independent of the bidder.

13.3. Confirmation of financing

Commerzbank Aktiengesellschaft, an investment services firm independent of the Bidder, has confirmed in writing by letter dated 29 June 2026, in accordance with section 13(1), second sentence WpÜG, that the Bidder has taken the necessary measures to ensure that the funds required for the full fulfilment of the Offer are available at the time the claim for the cash payment becomes due. The letter dated 29 June 2026 is attached to this offer document as **Annex 4**.

14. EFFECTS OF A SUCCESSFUL OFFER ON THE BIDDER'S ASSETS, FINANCIAL POSITION AND EARNINGS

14.1. Background

The effects of the mandatory offer on the bidder's net assets and financial position as set out above are based on the bidder's unaudited interim financial statements as at 31 March 2026.

The impact of the mandatory offer on the bidder's profit and loss position was assessed using the bidder's profit and loss account for the financial year ending 31 December 2025.

The Bidder's financial statements are prepared in NT\$. For the purposes of the offer document, an exchange rate of 36.92 NT\$ to 1 EUR has been applied. This corresponds to the exchange rate as at the reporting date of the interim financial statements on 31 March 2026 (<https://www.exchange-rates.org/de/wechselkursverlauf/eur-twd-2026>).

14.2. Assumptions

On 10 June 2026, the Bidder acquired 25,000 Kontron shares at EUR 23.50 each ('pre-acquisition'). By way of the mandatory offer, the bidder is acquiring a further 42,501,457 Kontron shares at a purchase price of EUR 23.50 per share. For the sake of simplicity, the prior acquisition is treated in this presentation as an acquisition under the mandatory offer.

The total consideration required for the preliminary acquisition (EUR 587,500.00) and for the acquisition of the shares under the mandatory offer (EUR 998,784,239.50) therefore amounts to EUR 999,371,739.50. The estimated incidental transaction costs, which are capitalised in full as acquisition costs, amount to EUR 1,653,380.00 (including VAT). This results in an estimated total amount comprising the consideration and transaction costs of EUR 1,001,025,119.50.

The total transaction costs will be (re-)financed by drawing down the loan agreement. The exact amount of the consideration and the transaction costs still to be paid will only be determined once the mandatory offer has been completed and the number of Kontron shares actually acquired under the mandatory offer has been established.

14.3. Expected impact on the financial position and results of operations of the Bidder

The following information is provided solely to fulfil the statutory obligation in connection with this mandatory offer. It does not reflect the actual financial position and results of operations of the Bidder.

Impact on the bidder's interim balance sheet as at 31 March 2026, assuming the transaction had already been completed by 31 March 2026:

In EURk	The Bidder's interim financial statements as at 31 March 2026	Expected changes resulting from the mandatory offer	Following completion of the mandatory offer, assuming a full acquisition
ASSETS			
Fixed assets	876,411.50	1,001,025.12	1,877,436.62
Current assets	126,352.70	0	126,353
Total assets	1,002,764.20	1,001,025.12	2,003,789.32
LIABILITIES			
Liabilities	290,141.09	1,001,025.12	1,291,166.20
Equity	712,623.11	0	712,623
Total assets	1,002,764.20	1,001,025.12	2,003,789.32

According to the bidder's assessment, should the mandatory offer be accepted in full, the following changes will result in the bidder's balance sheet as at 31 March 2026:

- a) Fixed assets will increase by EURk 1,001,025.12 from EURk 876,411.50 to EURk 1,877,436.62. This increase results from the acquisition of the Kontron shares purchased under the offer, which are recognised at cost.
- b) Liabilities increase from EURk 290,141.09 by EURk 1,001,025.12 to EURk 1,291,166.21. This increase is due to the utilisation of the loan agreement to finance the offer.
- c) Overall, the Bidder's balance sheet total increases from EURk 1,002,764.20 by EURk 1,001,025.12 to EURk 2,003,789.32. This is due to the acquisition of the Kontron shares, which increase fixed assets, financed by debt capital from .

The offer has no further impact on the bidder's assets and financial position.

14.4. Expected impact on the bidder's profit and loss account

The acquisition of Kontron shares by the Bidder as part of this offer will have the following impact on the Bidder's profit and loss account:

The Bidder does not expect any dividend distribution and therefore does not anticipate any effect on its financial performance.

The company's earnings will be impacted by the interest on the loan drawn down under the loan agreement. The interest is tiered over time and linked to the EURIBOR (see section 13.2). Assuming the highest interest rate is applied and a sustained EURIBOR of 2.088% (corresponding to the 1-month EURIBOR on 10 June 2026; <https://www.euribor-rates.eu/de/euribor-grafik/>), the annual interest costs (assuming no early repayment) amount to EURk 47,428.57.

Had these costs already been taken into account in the profit and loss account for the 2025 financial year, the profit for the 2025 financial year would have fallen from EURk 96,210.80 to EURk 48,782.23.

15. POSSIBLE IMPACTS ON KONTRON SHAREHOLDERS WHO DO NOT ACCEPT THE OFFER

Kontron shareholders who do not intend to accept the offer will remain shareholders of Kontron, but should bear the following in mind:

15.1. Possible reduction in the free float and liquidity of Kontron shares, and an increase in the Bidder's stake

Kontron shares with ISIN AT0000A0E9W5 / WKN A0X9EJ for which the offer is not accepted may continue to be traded on the Regulated Market of the Frankfurt Stock Exchange for as long as the listing remains in force. However, the current market price of these Kontron shares may be influenced by the fact that, on 11 June 2026, the Bidder published the notice regarding the acquisition of control pursuant to Section 35(1), first sentence, in conjunction with Section 10(3), first and second sentences WpÜG and regarding the submission of this offer. It is therefore uncertain whether the market price of Kontron shares with ISIN AT0000A0E9W5 / WKN A0X9EJ will continue to trade at its current level following the completion of this offer, or whether it will fall or rise.

The completion of this offer is expected to lead to a reduction in the free float of Kontron shares. Against this background, it is to be expected that, following the completion of this offer, supply and demand for Kontron shares will be lower than at present and that this will result in a decline in the liquidity of Kontron shares. Lower liquidity of Kontron shares on the market could lead to greater price fluctuations in Kontron shares, and it is possible that buy and sell orders for Kontron shares may not be executed, or may not be executed at all, in the short term.

Furthermore, the completion of this offer will increase the Bidder's stake in the Target Company, as a result of which the Bidder could have greater influence over the Target Company, particularly at the Target Company's annual general meetings.

15.2. Exclusion of minority shareholders (squeeze-out)

If, following the successful completion of the offer or at a later date, the Bidder holds, directly or indirectly, at least 90% of the Kontron shares carrying voting rights, it has the following options to demand the transfer to itself of the Kontron shares held by the remaining Kontron shareholders. The implementation of such a demand would result in the definitive termination of the existing stock market listing of Kontron shares. The Bidder does not intend to take such measures (see section 8).

In the event of a squeeze-out as described in the following paragraphs, the affected Kontron shareholders may, pursuant to section 6(6) of the Shareholder Exclusion Act (“**GesAusG**”), seek a judicial review of the cash compensation offered in connection with the squeeze-out through a committee procedure.

15.2.1. Squeeze-out following a mandatory offer

If, following the successful completion of the offer, the Bidder directly or indirectly holds at least 90 per cent of the Target Company’s share capital carrying voting rights in accordance with Section 7 of the GesAusG, the general meeting may, within three months of the announcement of the offer period, pass a resolution to exclude the minority shareholders (squeeze-out following a mandatory offer). In any event, a cash settlement below the value of the highest consideration offered in the mandatory offer is not considered appropriate. If the Bidder has acquired more than 90 per cent of the shares affected by the offer, either as part of the mandatory offer or in connection with it, it is presumed that a cash settlement equal to the value of the highest consideration offered is appropriate. The bidder does not intend to carry out a squeeze-out following a mandatory offer in the Target Company.

15.2.2. Squeeze-out pursuant to Section 1 of the Austrian Shareholder Exclusion Act (GesAusG)

If, following the successful completion of the offer or at a later date, the Bidder holds, directly or indirectly, at least 90 per cent of Kontron’s share capital in accordance with Section 1(2) of the GesAusG, it may, at the general meeting of the Target Company, resolve to transfer the Kontron shares held by the remaining Kontron shareholders to the bidder in return for payment of an appropriate compensation in accordance with Section 2 of the GesAusG. The bidder does not intend to take such a measure (see section 8).

15.2.3. Squeeze-out through a cross-border merger pursuant to Section 2 of the Austrian Conversion Act (öUmwG)

If the Bidder, which is not established within the EU and is therefore not subject to the EU Restructuring Act, holds at least 90 per cent of Kontron’s share capital in accordance with Section 2 of the Austrian Cross-Border Merger Act (öUmwG) following the successful completion of the offer or at a later date, it may pass a resolution at the general meeting of the Target Company regarding the cross-border merger and exclude the remaining shareholders in return for the payment of an appropriate cash compensation. The Bidder does not intend to take such action (see section 8).

16. RIGHT OF WITHDRAWAL

16.1. Conditions

Kontron shareholders who have accepted the offer have the following rights of withdrawal:

- (a) Right of withdrawal pursuant to Section 21(4) of the WpÜG in the event of a change to the offer

In the event of an amendment to the offer in accordance with section 21 of the WpÜG, Kontron shareholders may, until the expiry of the acceptance period, withdraw from contracts concluded as a result of accepting the offer in accordance with section 21(4) of the WpÜG, if and to the extent that they accepted the offer prior to the publication of the amendment to the offer.

- (b) Right of withdrawal pursuant to Section 22(3) of the WpÜG in the event of a competing offer

In the event of a competing offer, Kontron shareholders may, until the expiry of the acceptance period, withdraw from contracts concluded as a result of accepting the offer in accordance with Section 22(3) of the WpÜG, provided that they accepted the offer prior to the publication of the offer document for the competing offer.

- (c) Right of withdrawal if the conditions of the offer are not met early enough

During the period between the end of the acceptance period and the publication of the fulfilment of all offer conditions in accordance with section 11.1 of this offer document (with the exception of an early waiver), the Bidder grants every Kontron shareholder the unrestricted right to withdraw from their acceptance of the offer.

16.2. Exercise of the right of withdrawal

Withdrawal in the cases referred to in sections 16.1(a) and (b) of this offer document shall be effected by a written declaration to the Custodian Bank of the withdrawing Kontron shareholder within the acceptance period and by the Custodian Bank's release of the Kontron shares submitted for sale held in the custody account of the relevant Kontron shareholder for which the withdrawal is declared. A withdrawal shall be deemed to have been made in due time if it has been declared to the Custodian Bank within the acceptance period (as extended, if applicable) and the Kontron shares submitted for sale have been released back into the respective Kontron shareholder's custody account by 18:00 on the second banking day following the expiry of the acceptance period at the latest.

Withdrawal in the case referred to in section 16.1(c) of this offer document shall be effected by a written declaration addressed to the Custodian Bank of the withdrawing Kontron shareholder, which must be received by the bidder prior to the publication of the fulfilment of the final offer condition in accordance with section 11.1 of this offer document, and following the Custodian Bank's release of the Kontron shares submitted for sale held in the custody account of the relevant Kontron shareholder in respect of whom the withdrawal is declared. The withdrawal shall be deemed to have been made

in due time if the release of the Kontron shares submitted for sale in the respective Kontron shareholder's securities account is effected by 6.00 pm on the second banking day following the date of publication of the fulfilment of the final offer conditions in accordance with section 11.1 of this offer document or of a waiver thereof.

Withdrawal in the cases set out in sections 16.1(a) to (c) of this offer document takes effect upon the release of the Kontron shares submitted for sale from the respective Kontron shareholder's custody account. The Custodian Bank is required to arrange for the Kontron shares submitted for sale to be released from the respective Kontron shareholder's securities account immediately upon receipt of the notice of withdrawal. Immediately following the release of the Kontron shares submitted for sale from the respective Kontron shareholder's securities account, the Kontron shares may be traded again.

17. CASH PAYMENTS AND BENEFITS FOR MEMBERS OF KONTRON'S MANAGEMENT BOARD OR SUPERVISORY BOARD

No member of the Management Board or the Supervisory Board of Kontron has been granted or promised any monetary payments or other benefits of monetary value in connection with this offer by the Bidder or by any person acting in concert with the Bidder and their subsidiaries.

18. PUBLICATIONS AND NOTICES

The Bidder is publishing this offer document in accordance with Section 1.3.

The bidder will publish the notices required under Section 23(1) and (2) of the WpÜG (in particular the weekly and daily publications concerning the number of Kontron shares covered by declarations of acceptance of the offer) and all other announcements and notices in connection with this offer on the internet at <https://www.ennoconn.com/public-purchase/> and in the Federal Gazette, unless other or additional forms of publication, announcement or notification are prescribed by law.

19. APPLICABLE LAW AND JURISDICTION

This offer, as well as the contracts between the Bidder and the Kontron shareholders arising from the acceptance of this offer, are governed exclusively by the laws of the Federal Republic of Germany.

The exclusive place of jurisdiction for all legal disputes arising in connection with this offer and the contracts concluded as a result of the acceptance of this offer is, to the extent permitted by law, Frankfurt am Main, Germany.

20. TAXES

Kontron shareholders are advised to seek tax advice at regarding the tax consequences of accepting this offer, taking their personal tax circumstances into account, before accepting it. This applies equally under German and Austrian law.

21. STATEMENT ON THE ASSUMPTION OF RESPONSIBILITY

ENNOCONN Corporation accepts responsibility for the content of this offer document and declares that, to the best of its knowledge, the information contained in this offer document is accurate and no material facts have been omitted.

New Taipei City, 29 June 2026

Ennoconn Corporation, New Taipei City
Steve Chu
Chairman of the Board of Directors

Appendix 1 – ENNOCONN GROUP, EXCLUDING THE TARGET COMPANY AND ITS DIRECT AND INDIRECT SUBSIDIARIES

No.	Name	Registered office	Country
1.	Innovative Systems Integration Limited	Hong Kong	Hong Kong
2.	Ennoconn International Investment Co., Ltd	Taipei	Taiwan
3.	CASwell, Inc.	Taipei	Taiwan
4.	Ennoconn Investment Holdings Co., Ltd	Apia	Samoa
5.	AIS Cayman Technology	George Town	Cayman Islands
6.	Ennoconn Solutions Singapore Pte. Ltd.	Singapore	Singapore
7.	Victor Plus Holdings Ltd.	Victoria	Seychelles
8.	AIS Cayman Technology Group	George Town	Cayman Islands
9.	Ennoconn Hungary Kft.	Budapest	Hungary
10.	American Industrial Systems Inc.	New York	USA
11.	Vecow Co., Ltd.	Taipei	Taiwan
12.	Ennoconn Mexico, S. de R.L. de C.V	Mexico City	Mexico
13.	Ennoconn Chile SpA	Santiago	Chile
14.	Ennoconn Peru, S.A.C.	Lima	Peru
15.	Vecow Japan Co., Ltd.	Tokyo	Japan
16.	Goldtek Technology Co., Ltd.	Taipei	Taiwan
17.	EnnoMech Precision (Cayman) Co. Ltd.	George Town	Cayman Islands
18.	EnnoMech Precision Co., Ltd.	Taipei	Taiwan
19.	Taiwan Applied Module Corporation	Taipei	Taiwan
20.	Thecus Technology Corp.	Taipei	Taiwan
21.	Dexatek Technology Ltd.	Taipei	Taiwan
22.	Marketech International Corp.	Taipei	Taiwan
23.	POSLAB Technology Corporation	Taipei	Taiwan
24.	Renown Information Technology Corp.	Taipei	Taiwan
25.	EnnoRise Corporation	Taipei	Taiwan
26.	Ennoconn Solutions (Thailand) Co. Ltd.	Bangkok	Thailand
27.	E-Rich Electricity Co., Ltd	Taipei	Taiwan
28.	Ennotech Vietnam Company Limited	Hanoi	Vietnam
29.	Dudoo Ltd.	George Town	Cayman Islands
30.	Ennoconn India Corporation Private Limited	New Delhi	India
31.	RIGO Global Co., Ltd.	Taipei	Taiwan
32.	Arbor Technology Corporation	Taipei	Taiwan
33.	Ennowell Co., Ltd.	Taipei	Taiwan
34.	HighAim Technology INC	Apia	Samoa
35.	EnnoMech Precision Co., Ltd.	Taipei	Taiwan
36.	CASO, INC.	Tokyo	Japan
37.	Caswell International Investment Co., Ltd.	Apia	Samoa
38.	Caswell Americas, Inc	New York	USA
39.	Hawkeye Tech Co., Ltd.	Taipei	Taiwan
40.	APLIGO GmbH	Karlsruhe	Germany
41.	Keenest Electronic Corp.	Apia	Samoa
42.	Techno Precision Co., Ltd.	Hong Kong	Hong Kong

No.	Name	Registered of- fice	Country
43.	T-Paragon Die Casting Co., Ltd.	Hong Kong	Hong Kong
44.	T-pARagon Industrial (Thailand) Co., Limited	Bangkok	Thailand
45.	NATIONGATE INTEGRATION (M) SDN.	Kuala Lumpur	Malaysia
46.	Ennovision Inc.	Taipei	Taiwan
47.	FUNOLOGY INVESTMENT INC.	Apia	Samoa
48.	ANDRIX INTERNATIONAL LIMITED	Luanda	Angola
49.	SDY METAL INDUSTRY PTE. LTD.	Singapore	Singapore
50.	Powerwin (Cayman) Tech Group Limited	George Town	Cayman Islands
51.	Marketch Integrated Pte. Ltd.	Singapore	Singapore
52.	Market Go Profits Ltd.	Road Town	British Virgin Islands
53.	MIC-Tech Global Corp.	Seoul	South Korea
54.	Headquarter International Ltd.	Road Town	British Virgin Islands
55.	Tiger United Finance Ltd.	Road Town	British Virgin Islands
56.	Marketch Engineering Pte. Ltd.	Singapore	Singapore
57.	Marketch Integrated Manufacturing Company Limited	Naypyidaw	Myanmar
58.	MIC-Tech Viet Nam Co., Ltd.	Hanoi	Vietnam
59.	Marketch Co., Ltd.	Hanoi	Vietnam
60.	Marketch International Sdn. Bhd.	Kuala Lumpur	Malaysia
61.	Marketch International Corporation USA	New York	USA
62.	Spiro Technology Systems Inc.	New York	USA
63.	ADAT Technology Co., Ltd.	Taipei	Taiwan
64.	PT Marketch International Indonesia	Jakarta	Indonesia
65.	Marketch Netherlands B.V.	Amsterdam	Netherlands
66.	Glory Technology Service Inc.	Taipei	Taiwan
67.	MIC Techno Co., Ltd.	Taipei	Taiwan
68.	Smart Group Solutions Corp.	Taipei	Taiwan
69.	Vertex Corporation	Taipei	Taiwan
70.	Boliteopto Co., Ltd.	Taipei	Taiwan
71.	MIC Healthcare Korea Co., Ltd.	Seoul	South Korea
72.	Marketch International Corp. Japan	Tokyo	Japan
73.	Advanced Technology Matrix United	New York	USA
74.	Radisen Co., Ltd. (Common Stock)	Seoul	South Korea
75.	Radisen Co., Ltd. (Preferred Share)	Seoul	South Korea
76.	Marketch International Corporation Germany GmbH	Dresden	Germany
77.	MIC Industrial Viet Nam Co., Ltd.	Hanoi	Vietnam
78.	MarkeTop Smart Solutions Co., Ltd.	Taipei	Taiwan
79.	Marketch International (Thailand) Corp., Ltd.	Bangkok	Thailand
80.	Ezoom Information, Inc.	Taipei	Taiwan
81.	MIC-Tech Ventures Asia Pacific Inc.	George Town	Cayman Islands
82.	Marketch Integrated Construction Co., Ltd.	Naypyidaw	Myanmar

No.	Name	Registered of- fice	Country
83.	Rusky H.K. Limited	Hong Kong	Hong Kong
84.	MICT International Limited	Hong Kong	Hong Kong
85.	Leader Fortune Enterprise Co., Ltd.	Apia	Samoa
86.	Fortune Blessing Co., Limited	Hong Kong	Hong Kong
87.	PT Marketech International Indonesia	Jakarta	Indonesia
88.	uniEat Co., Ltd.	Taipei	Taiwan
89.	ENNOCONN MALAYSIA SDN. BHD.	Kuala Lumpur	Malaysia
90.	Nera Telecommunications Ltd	Singapore	Singapore
91.	Ennoconn Australia Pty Ltd	Canberra	Australia
92.	Ennoconn India Corporation Private Limited	New Delhi	India
93.	Ennoconn Philippines Corporation	Manila	Philippines
94.	EnnoAI Solutions Singapore Pte Ltd	Singapore	Singapore
95.	Ennoconn Japan Co., Ltd.	Tokyo	Japan
96.	Ennoconn New Zealand Limited	Wellington	New Zealand
97.	Nera Networks (S) Pte Ltd	Singapore	Singapore
98.	Nera (Thailand) Limited	Bangkok	Thailand
99.	Nera (Philippines), Inc.	Manila	Philippines
100.	Nera Infocom. (M) Sdn. Bhd.	Kuala Lumpur	Malaysia
101.	P.T. Nera Indonesia	Jakarta	Indonesia
102.	Nera Telecommunications (Australia) Pty Ltd	Canberra	Australia
103.	Nera (Malaysia) Sdn. Bhd.	Kuala Lumpur	Malaysia
104.	Nera Telecommunications (Vietnam) Co., Ltd.	Hanoi	Vietnam
105.	Nera Telecommunications (Myanmar) Company Limited	Naypyidaw	Myanmar
106.	Nera Telecommunications (India) Pvt. Ltd.	New Delhi	India
107.	Nera Telecommunications AS	Oslo	Norway
108.	Nera Telecommunications Maroc S.A.R.L AU	Rabat	Morocco
109.	Nera Telecommunications (Pakistan) (Private) Limited	Islamabad	Pakistan
110.	Nera Telecommunications FZ-LLC	Abu Dhabi	United Arab Emirates
111.	Nera Telecommunications Holding (Thailand) Co., Ltd.	Bangkok	Thailand

Appendix 2 – KONTRON GROUP

No.	Name	Registered of- fice	Country
1.	Kontron Bulgaria EOOD	Sofia	Bulgaria
2.	Kontron Services Romania SRL	Bucharest	Romania
3.	Kontron Partners Hungary Kft.	Budaörs	Hungary
4.	CBCX Technologies GmbH	Linz	Austria
5.	Kontron Austria GmbH	Engerwitzdorf	Austria
6.	Kontron Technologies GmbH, Austria	Linz	Austria
7.	S&T MEDTECH SRL, Romania	Bucharest	Romania
8.	Kontron Transportation GmbH	Vienna	Austria
9.	Kontron AIS GmbH	Dresden	Germany
10.	Kontron Beteiligungs GmbH	Augsburg	Germany
11.	Kontron d.o.o.	Kranj	Slovenia
12.	Kontron Hartmann-Wiener GmbH	Cologne	Germany
13.	Kontron Hungary Kft.	Budaörs	Hungary
14.	Kontron SI d.o.o.	Ljubljana	Slovenia
15.	Kontron America Modules Inc.	Delaware	USA
16.	Bsquare EMEA Ltd.	Trowbridge	England
17.	Kontron Electronics AG, Switzerland	Rotkreuz	Switzerland
18.	suntastic.solar GmbH	Bisamberg	Austria
19.	Kontron Europe GmbH	Ismaning	Germany
20.	Kontron Acquisition GmbH	Munich	Germany
21.	Kontron DOOEL	Skopje	North Macedonia
22.	IskraCom	Almaty	Kazakhstan
23.	OOO Iskratel Tashkent	Tashkent	Uzbekistan
24.	JSC Iskra Technologies	Yekaterinburg	Russia
25.	Kontron Electronics Kft.	Kapoly,	Hungary
26.	Kontron Asia Inc.	Taipei	Taiwan
27.	Kontron Electronics GmbH, Germany	Großbettlingen	Germany
28.	Kontron America Inc.	San Diego	USA
29.	Kontron Canada Inc.	Boisbriand	Canada
30.	Kontron Asia Pacific Design Sdn. Bhd.	Penang	Malaysia
31.	Kontron Modular Computers S.A.S.	Toulon	France
32.	Kontron UK Ltd.	Chichester	England
33.	JUMPtEC GmbH	Deggendorf	Germany
34.	KATEK LT UAB	Panevezys	Lithuania
35.	Kontron Automotive GmbH	Düsseldorf	Germany
36.	Kontron Solar Bulgaria EOOD	Saedinie	Bulgaria
37.	Kontron Public Transport Arce S.A.U.	Bilbao	Spain
38.	Kontron Transportation Sp. z o.o.	Warsaw	Poland
39.	Kontron Transportation Espana SL	Madrid	Spain
40.	Kontron Transportation Portugal Unipes- soal LDA	Lisbon	Portugal
41.	Kontron Transportation s.r.o.	Prague	Czech Republic
42.	Kontron Transportation Deutschland GmbH	Neu-Isenburg	Germany
43.	Kontron Transportation France S.A.S	Paris	France
44.	Kontron Transportation UK Ltd.	Harrow	England

No.	Name	Registered of- fice	Country
45.	Kontron Public Transportation	Diegem	Belgium
46.	Kontron Transportation Switzerland AG	Ittegen	Switzerland
47.	Katek Hungary Kft.	Győr	Hungary
48.	Katek Czech Republic s.r.o.	Horni	Czech Republic
49.	Nextek Inc.	Alabama	USA
50.	beflex electronic GmbH	Frickenhausen	Germany
51.	KATEK Electronics Malaysia Sdn Bhd	Kuala Lumpur	Malaysia
52.	KATEK GmbH	Grassau	Germany
53.	Katek Canada Inc.	Ontario	Canada
54.	Kontron Solar GmbH	Memmingen	Germany
55.	eSystems MTG GmbH	Stuttgart	Germany
56.	Kontron Leipzig GmbH	Leipzig	Germany
57.	KATEK Singapore	Singapore	Singapore
58.	KATEK SE	Munich	Germany
59.	KATEK Malaysia Sdn Bhd	Kuala Lumpur	Malaysia

Appendix 3 – DETAILS OF SECURITIES TRANSACTIONS

Purchaser	Date	Total number of shares purchased	Highest price per share (EUR)
EI	9 February 2026	75,000	22.10
EI	10 February 2026	28,384	22.13
EI	11 February 2026	70	23.08
EI	12 February 2026	73,741	23.48
EI	12 February 2026	1,259	23.00
EI	13 February 2026	1,432	23.07
Bidder	13 February 2026	1,432	23.07
EI	23 February 2026	295,578	22.98
EI	24 February 2026	21,221	23.28
EI	24 February 2026	15,670	23.45
Bidder	24 February 2026	884	22.88
Bidder	24 February 2026	28,410	23.16
Kontron	26 March 2026	76,618	18.38
Kontron	27 March 2026	111,709	19.28
Kontron	30 March 2026	124,959	19.39
Kontron	31 March 2026	129,460	19.37
Kontron	1 April 2026	30,000	19.68
Kontron	2 April 2026	30,000	19.41
Kontron	7 April 2026	30,000	19.63
Kontron	8 April 2026	20,000	20.46
Kontron	9 April 2026	20,000	19.93
Kontron	10 April 2026	20,000	19.89
Kontron	13 April 2026	20,000	19.71
Kontron	14 April 2026	20,000	20.52
Kontron	15 April 2026	20,000	20.68
Kontron	16 April 2026	20,000	21.42
Kontron	17 April 2026	20,000	22.20
Kontron	20 April 2026	20,000	21.76
Kontron	21 April 2026	20,000	21.98
Kontron	22 April 2026	20,000	21.90
Kontron	23 April 2026	20,000	21.50
Kontron	24 April 2026	20,000	21.58
Kontron	27 April 2026	20,000	21.76
Kontron	28 April 2026	20,000	21.42
Kontron	29 April 2026	20,000	21.28
Kontron	30 April 2026	20,000	21.12
Kontron	4 May 2026	20,000	22.92
Kontron	5 May 2026	20,000	22.84
Kontron	6 May 2026	20,000	23.42
Kontron	7 May 2026	20,000	23.48
Kontron	8 May 2026	20,000	23.10
Kontron	11 May 2026	20,000	23.36
Kontron	12 May 2026	20,000	23.00
Kontron	13 May 2026	20,000	23.24
Kontron	14 May 2026	20,000	23.18

Purchaser	Date	Total number of shares purchased	Highest price per share (EUR)
Kontron	15 May 2026	20,000	23.16
Kontron	18 May 2026	20,000	23.12
Kontron	19 May 2026	20,000	23.20
Kontron	20 May 2026	20,000	23.00
Kontron	21 May 2026	20,000	23.16
Kontron	22 May 2026	20,000	23.20
Kontron	25 May 2026	20,000	23.32
Kontron	26 May 2026	20,000	23.14
Kontron	27 May 2026	20,000	23.34
Kontron	28 May 2026	20,000	23.44
Kontron	29 May 2026	20,000	23.50
Kontron	1 June 2026	20,000	23.50
Kontron	2 June 2026	20,000	23.50
Kontron	3 June 2026	20,000	23.48
Kontron	4 June 2026	18,990	23.50
Kontron	5 June 2026	20,000	23.50
Kontron	8 June 2026	20,000	23.32
Kontron	9 June 2026	20,000	23.34
Kontron	10 June 2026	20,000	22.84
Bidder	10 June 2026	25,000	23.50

Appendix 4 – FINANCING CONFIRMATION

[only in the German language version]