## <u>Invitation to Submit Offers – Highcon Systems Ltd.</u>

- 1. You are hereby invited to submit offers for the purchase of **Highcon Systems Ltd.** (under stay of proceedings), P.C. 514347160 (the "**Company**") and/or its assets and/or to invest in the Company.
- 2. The Company is a technology company, which develops, markets, sells and supports a portfolio of digital die cutting and creasing systems that cover a wide range of formats, substrates and applications for post print processes in the Folding Carton and Corrugated carton industry.
- 3. An online data room was set up by the undersigned (the "**Temporary Trustees**" and the "**Data Room**", respectively). The Data Room includes basic information relating to the Company's main assets and related issues, the applicable forms for submitting offers, and the form of the purchase agreements (the "**Purchase Agreements**").
- 4. Access to the Data Room will be available until April 27, 2025 and will be contingent upon the execution of a non-disclosure agreement, and paying a non-refundable payment of 1,000 NIS (plus V.A.T. if applicable), through:
  - Adv. Gal Gordon or Adv. Stav Matry Matry, Meiri, Wacht & Co., Law Offices, HaShachar Tower, 17th floor, 4 Ariel Sharon St., Givatayim, Israel 5320047, Tel. no. +(972)36109000, Email: <a href="mailto:galg@mamlaw.co.il">galg@mamlaw.co.il</a>; or CPA. Omer Serviansky Clear Structure, Hayarkon 5 St., Bnei Brak, LYFE Tower, building A, 5120124, Israel, Tel:+972 3 759-6501 | E: <a href="mailto:Omer@cstructure.co">Omer@cstructure.co</a>.
- 5. Formal executed offers should be in the form posted in the Data Room and must be submitted to the Temporary Trustees (to the address set forth in Section 4 above) by no later than 14:00 on **April 27, 2025** Israel time.
- 6. A bank check or a bank guarantee (issued by an Israeli bank or an Israeli branch of a foreign bank) in favor of the Temporary Trustees (the "Guarantee") must be attached to each executed offer in order to secure such offer. Such Guarantee must be in the form provided by the Temporary Trustees and in an amount equal to 10% of the proposed consideration listed in the executed offer, plus applicable Value Added Tax ("V.A.T"). The offer and the Guarantee must be delivered in a sealed envelope.
- 7. The consideration paid for the purchased assets shall be supplemented by applicable V.A.T. (against a duly executed tax invoice).
- 8. Each offeror (the "Offeror") is responsible for conducting a due diligence review of the Company and its assets (including their physical and legal status). The Temporary Trustees assume no liability with respect to the condition of the Company and/or its assets. The investment will be made and/or the assets will be sold on an "AS-IS" and "WHERE-IS" basis subject to the terms of the Purchase Agreements.
- 9. The Temporary Trustees do not undertake to accept the highest offer or any offer, and reserve the right to conduct an auction/bidding process among the Offerors and/or to conduct separate negotiations with each Offeror and/or to sell all or any of the Company's assets, all or some of them, to any entity they deem fit and/or to postpone the last date for receipt of offers and/or to decide not to accept any offer and/or to discontinue the offering process prior to the approval of the sale and all at their sole discretion. The aforementioned offer is not subject to the Israeli Public Tender Act.
- 10. The sale according to the Purchase Agreements is subject to the approval of the District Court in Lod.