

# TENDER NOTICE

**for the tender procedure conducted for the sale of the quota representing 100% of the registered capital of "FEHÉRVÁR F. C." Sports Services and Commercial Limited Liability Company, exclusively owned by the Municipality of the City with County Rights of Székesfehérvár**

## **I. General Provisions I.**

1.

**This tender notice shall also qualify as the detailed tender documentation.** In this notice, the terms "tender" and "tender notice" shall hereinafter refer to this detailed tender notice.

2.

Issuer of the present tender: **Municipality of the City with County Rights of Székesfehérvár** (registered seat: H-8000 Székesfehérvár, Városház tér 1.; registry authority: Hungarian State Treasury; treasury registration number: 726995; statistical identification number: 15726999-8411-321-07; tax number: 15726999-2-07; represented by: Dr. András Cser-Palkovics, Mayor).

3.

The Municipality of the City with County Rights of Székesfehérvár (hereinafter: the "Municipality" or the "Issuer of the Tender") intends to sell its exclusively owned quota with a nominal value of HUF 34,100,000 representing 100% of the registered capital of "FEHÉRVÁR F. C." Sports Services and Commercial Limited Liability Company (registered seat: H-8000 Székesfehérvár, Csikvári utca 10.; company registration number: Cg. 07-09-006369; tax number: 11604873-2-07; hereinafter: the "Company") (hereinafter: the "Quota"). Among others, the Company operates under the name Videoton FC the men's professional football team participating in the Hungarian national second division football championship.

**The sale is intended to ensure the long-term sustainable future of the Company and Videoton FC.**

**In the event of the sale of the Quota, following consultation with the owner of the Quota and in accordance with the applicable statutory provisions and contractual obligations, the Municipality shall launch a tender procedure regarding the future utilisation of the Sóstó Stadium.**

4.

The Quota is free from any litigation, encumbrance and third-party claims. The purchase price of the Quota shall be paid in a single lump sum.

5.

The agreement containing the terms and conditions of the sale of the Quota and the parameters of the transaction (hereinafter: the "Quota Sale and Purchase Agreement") shall be executed with the bidder declared as winner of the tender, or with the purchaser designated by such bidder in full compliance with the present tender notice, no later than within 45 calendar days following the announcement of the tender results.

If the Quota Sale and Purchase Agreement is not executed within 45 days following the announcement of the tender results due to reasons arising within the sphere of interest of the bidder declared as winner, the Municipality shall be entitled to conclude the Quota Sale and Purchase Agreement within a further 45 calendar days with the bidder ranked second, or with the purchaser designated by such bidder in full compliance with the present tender notice.

6.

Ownership title to the Quota shall transfer to the purchaser under the Quota Sale and Purchase Agreement upon the joint fulfilment of the following conditions and at the time thereof:

- a) the purchase price of the Quota has been fully paid to the Municipality, and
- b) the guarantees and other documents required under the Quota Sale and Purchase Agreement and under applicable statutory provisions have been duly delivered to the Municipality.

7.

Pursuant to Section 86(1)(f) of Act CXXVII of 2007 on Value Added Tax, the transfer of the Quota is exempt from VAT; accordingly, the sale of the Quota shall be exempt from VAT.

8.

The Municipality shall exclusively sell the Quota representing 100% of the registered capital of the Company. Any offers under which the Municipality would remain a member of the Company shall be deemed invalid.

The Municipality declares that, during the period between publication of the tender notice and fulfilment of the joint conditions set out in Section I.6, the Municipality shall continue to operate the Company to the extent necessary for the uninterrupted operation of the Company, in such manner that the Company shall continue exercising the rights and fulfilling the obligations necessary for its operation, in particular in order to ensure that the football teams maintained by the Company remain operational for the 2026/2027 season.

## **II. General Provisions II.**

1.

The sale shall be conducted on the basis of the present tender notice.

2.

Communication between the Municipality and the bidder, the person submitting the bid, shall take place electronically by e-mail, provided that the bid may also be submitted in paper form in accordance with Section VII.3.

Except as otherwise provided in Chapter III, all communication shall be conducted exclusively through the following e-mail address: [fehervarfc@szekesfehervar.hu](mailto:fehervarfc@szekesfehervar.hu). The Municipality expressly reserves the right to disregard any submissions relating to the tender received through communication channels other than the e-mail address specified above, excluding the cases regulated in Chapter III.

Special provisions relating to the submission of bids are set out in Chapter VII.

Special provisions relating to the completion of deficiencies are set out in Sections IX.3–4.

Special provisions relating to questions concerning the Company, the data room referred to in Section III.1, and the tender notice are set out in Section IX.7.

3.

Upon request, the Municipality shall provide confirmation of receipt regarding submissions received by e-mail. The Municipality shall not assume any liability for technical failures relating to the use of e-mail and, in particular, for any delay or deficiency resulting therefrom.

4.

The Municipality hereby informs the bidders that it is capable of receiving submissions up to a maximum size of 30 MB via email – at the email address [fehervarfc@szekesfehervar.hu](mailto:fehervarfc@szekesfehervar.hu). In the event that the submission exceeds this size, the submission must be sent in multiple parts. Where the submission is transmitted in several parts, the person submitting the documentation shall indicate, in the email message containing the first part of the submission, the total number of parts in which the submission will be sent.

5.

In the case of submission by electronic means, every page of every document contained in each of the submitted files – irrespective of whether it contains text, data, images, drawings or any other information – must be signed by the bidder or by its duly authorised representative.

### **III. General Provisions III.**

1.

Data relating to the Quota, as well as to the operation and the financial and economic position of the Company, may be reviewed in the so-called data room (hereinafter: the “Data Room”) accessible via the link to be provided. The link necessary for access shall be provided in electronic form by Dentons Europe Consulting Zrt. (hereinafter: “Dentons”), acting as the authorised representative of the Municipality, following the submission of the confidentiality declaration attached as Annex 1.

2.

Access to the Data Room shall be granted to applicants after the person requesting access has sent the duly completed and signed confidentiality declaration to Dentons at the email address [mark.vaczi@dentons.com](mailto:mark.vaczi@dentons.com).

3.

The bidders and the persons requesting access to the Data Room acknowledge that the scope of data uploaded to the Data Room may be continuously expanded during the term of the tender; accordingly, such persons undertake to continuously monitor the data available in the Data Room, as well as any changes thereto. It shall be the sole responsibility of the persons submitting a bid to monitor the documents uploaded to the Data Room and to submit their bid to the Municipality only after having reviewed all data and information contained in the Data Room, and on the basis of such data and information. No bidder may invoke, in connection with the tender – in particular during the conclusion of the Quota Sale and Purchase Agreement – that the data or information uploaded to the Data Room were not known to it.

#### **IV. Offers may be submitted and participation in the tender is open, on the basis of this tender notice, to:**

1.

- a) a legal person qualifying as a transparent organisation within the meaning of Section 3 (1) point 1 of Act CXCVI of 2011 on National Assets,
  - which qualifies as an actually operating business entity registered or recorded, or otherwise verified in a similarly reliable manner, in the country of its registered seat,
  - which is not subject to any insolvency proceedings listed in Annex “A” of Regulation (EU) 2015/848 of the European Parliament and of the Council of 20 May 2015 on insolvency proceedings, nor to any equivalent proceedings under the laws of its country of incorporation,
  - which has no overdue tax, contribution, duty or customs liability either in Hungary or in the country of its registered seat,
  - which is not subject to any financial or asset-related restrictive measures imposed by the United Nations Security Council or the European Union,
  - which is not subject to any restriction that would limit or render impossible participation in the tender or the conclusion of the Quota Sale and Purchase Agreement;
- b) a natural person or sole proprietor
  - who has no overdue tax, contribution, duty or customs liability either in Hungary or in the country of his or her residence or domicile,
  - who is not subject to any financial or asset-related restrictive measures imposed by the United Nations Security Council or the European Union,
  - who is not subject to any restriction that would limit or render impossible participation in the tender or the conclusion of the Quota Sale and Purchase Agreement;
- c) multiple persons jointly, provided that the ownership interests to be acquired are specified, with the proviso that each person indicated in the bid must individually comply with all conditions set out in this call for tenders, and with the further proviso that the obligations set out in the tender documentation and undertaken in the bid shall bind the jointly bidding parties jointly and severally.

2.

The bid may also be submitted in such a manner that the bidder designates the identity of the actual purchaser only in the event that its bid is declared successful.

In the case set out in this paragraph, the Bidder shall bear exclusive responsibility for ensuring that the potential actual purchaser complies with all requirements set out in the call for tenders, and thus, in the event that the bid is declared successful, that such potential purchaser is both legally and economically capable of concluding and performing the Quota Sale and Purchase Agreement.

In the event that a bid of the type specified in this paragraph is declared the winning bid under the call for tenders, the person submitting the bid shall be obliged, within 5 calendar days following the announcement of the winning bid, to designate the actual purchaser in accordance with the provisions of Section V.1., and shall further be obliged, within 10 calendar days, to submit by email the documents evidencing that the actual purchaser complies with the requirements set out in Section V.1. of the call for tenders.

If, within the deadlines specified in the preceding paragraph, the documents evidencing compliance of the actual purchaser with the requirements set out in the call for tenders are not submitted in the proper form, or the identity of the actual successful purchaser is not duly substantiated, the relevant bid may be deemed invalid.

3.

The person submitting the bid shall be required to make the confidentiality declaration pursuant to Section III.1. and to undertake and fulfil confidentiality obligations.

4.

The person submitting the bid shall undertake that, in order to fulfil the obligation set out in Section V.1.g), in the event of acquiring the Quota, the bidder shall provide financial resources (hereinafter: "Financial Resources") to the Company for a period of three seasons following the conclusion of the Quota Sale and Purchase Agreement.

The person submitting the bid shall undertake to provide a guarantee securing the payment of the Financial Resources.

The Financial Resources may include, in particular but not limited to:

- a) capital increase, including the increase of the registered capital or capital reserves (shareholder capital contribution),
- b) non-repayable shareholder operating support,
- c) market-based revenues (e.g. sponsorship support, commercial agreements),
- d) other.

## **V. Conditions for Validity of the Bid, Conditions of Sale:**

1.

**The mandatory content elements of the bid, where the bidder is the actual purchaser, are as follows:**

**a) exact identification of the bidder; including in particular**

- in the case of a **legal person**: designation of the authority maintaining the register of the legal person, as well as its company registration number/other registration number (registration number under its own law and the registering authority); its tax number and the designation of the authority issuing the tax number (EU VAT number, if the bidder has such); the person of its statutory representative; the name, telephone contact details and e-mail address of the contact person designated for communication; its registered seat;
- in the case of a **natural person**: indication of personal identification data (full name, birth name, place and date of birth, mother's maiden name), telephone contact details, residential address, mailing address, and e-mail address,
- in the case of a **sole proprietor**: **indication of the sole proprietor's identification number, and** personal identification data of the natural person (full name, birth name, place and date of birth, mother's maiden name), telephone contact details, residential address, mailing address, and e-mail address,

**b) in the case of a legal person bidder:**

- b.a) a declaration that the bidder qualifies as a transparent organisation within the meaning of Act CXCVI of 2011 on National Assets (template attached);
- b.b) a declaration by the bidder that it is not subject to any insolvency proceedings listed in Annex "A" of Regulation (EU) 2015/848 of the European Parliament and of the Council of 20 May 2015 on insolvency proceedings, nor to any equivalent proceedings under the law of the country of its nationality (template attached);
- b.c) a declaration by the bidder that it is not subject to any financial or asset-related restrictive measures imposed by the United Nations Security Council or the European Union (template attached);
- b.d) a declaration by the bidder that it is not subject to any restriction that would limit or render impossible its participation in the tender or the conclusion of the Quota Sale and Purchase Agreement (template attached);
- b.e) to be attached: a document, not older than 30 days, evidencing valid registration or recording of the bidder by a competent authority or court in the country of its registered seat (company excerpt), together with a (simple) translation thereof into Hungarian or English;
- b.f) to be attached: a copy of a signature specimen certified by a notary public or countersigned by an attorney-at-law, or a document evidencing the signature sample of the statutory representative of the company signing the bid under the personal law of the legal person, together with a (simple) Hungarian or English translation thereof;
- b.g) to be attached: a certificate issued in the bidder's country of tax residence, not older than 30 days, evidencing that the bidder has no overdue tax, contribution, duty or customs liabilities, together with a (simple) Hungarian or English translation thereof;
- c) **in the case of a natural person bidder:**
  - c.a) a declaration that the bidder is not subject to any financial or asset-related restrictive measures imposed by the United Nations Security Council or the European Union (template attached);
  - c.b) a declaration that the bidder is not subject to any restriction that would limit or render impossible participation in the tender or the conclusion of the Quota Sale and Purchase Agreement (template attached);
  - c.c) to be attached: a copy of a valid photographic identification document (identity card, passport, etc.) proving the identity of the bidder, together with a (simple) Hungarian or English translation thereof;
  - c.d) to be attached: a certificate issued in the bidder's country of tax residence, not older than 30 days, evidencing that the bidder has no overdue tax, contribution, duty or customs liabilities, together with a (simple) Hungarian or English translation thereof;
- d) **a duly completed tender data sheet (template attached), in which the following are clearly indicated:**
  - **the purchase price offered for the Quota** (being the purchase price to be recorded in the Quota Sale and Purchase Agreement, i.e. the actual purchase price payable in the transaction),
  - **the total net amount of Financial Resources offered for a period of three seasons;**
- e) **a description of the concept and plan relating to the operation of the Company;**
- f) where the bid is signed by an authorised representative, a copy of the power of attorney evidencing the authority of representation, together with a (simple) Hungarian or English translation thereof;

- g) a declaration undertaking that, from the 2026/2027 season onwards, for at least three seasons, the Company shall continuously operate in Székesfehérvár adult men's and women's football teams within the framework of national competitions organised by the Hungarian Football Federation, and shall continuously operate and compete youth teams in accordance with the regulations of the Hungarian Football Federation (template attached);
- h) a declaration undertaking that, upon termination of the agreements relating to the use of the properties recorded under topographical lot numbers 7331/22, 7331/22/A and 7074/3, as set out in the Data Room, the Company shall, at the latest, transfer to the Municipality the investments carried out on such properties which cannot be removed without damage to their condition, while bearing any tax burdens that may arise in connection therewith, and shall not assert any claims whatsoever against the Municipality in connection with such investments (template attached);
- i) a declaration undertaking and ensuring that, for at least three seasons, the Company shall, within the framework of name-use and trademark licence agreements with the right holder, mandatorily use the designation VIDEOTON or VIDI, and, in the event of termination of such agreements, shall initiate with the right holder the re-granting of such consent – if possible under identical terms – and shall, within the scope of such renewed consent, mandatorily use the designation VIDEOTON or VIDI for the football club (template attached);
- j) a declaration undertaking that, for matches of the teams maintained by the Company held within the competition system, at least 50 (fifty) admission tickets shall be provided to the Municipality free of charge (template attached);
- k) a presentation of the bidder's activities and financial position, and the indication of the origin of the funds required for financing the transaction;
- l) indication of the form of guarantee or security (e.g. bank guarantee, suretyship, parent company guarantee, etc.) to secure the Financial Resources as a commitment;
- m) indication of the form of guarantee or security (e.g. bank guarantee, suretyship, parent company guarantee, etc.) to secure the commitment undertaken under Section V.1.g).

## 2.

### **The mandatory content elements of the bid, where the bidder designates the identity of the actual purchaser only in the event of a successful bid:**

- a) the person submitting the bid shall be required, with respect to itself – depending on whether it is a legal or natural person – to submit, within the framework of the tender, the data specified in Sections V.1(a), V.1(b) and V.1(c) (where appropriate, Annexes 2(a), 2(b), 2(c), 3(a), 3(b), 3(c) may be used), and, as applicable, the documents described in Sections V.1(b.e), V.1(b.f), V.1(b.g), V.1(c.c) and V.1(c.d);
- b) the person submitting the bid shall be required, in place of and on behalf of the actual purchaser (but without disclosing the identity of the actual purchaser), to submit, within the framework of the tender, the documents specified in Section V.1(d) (Annex 4 may be used), Sections V.1(g), V.1(h), V.1(i) and V.1(j) (Annex 5 may be used), as well as the documents set out in Sections V.1(e), V.1(f), V.1(k), V.1(l) and V.1(m) in respect of the actual purchaser;
- c) the person submitting the bid shall be required to make a declaration in its own name and attach it to the bid, stating that the potential actual purchaser fully complies with the requirements set out in the call for tenders, and that the person submitting the bid has satisfied itself, in a reliable manner, as to the existence of such conditions (template attached).

3.

The concept and plan relating to the operation of the Company as referred to in Section V.1(e) shall cover the following areas, in such a way that each topic is presented in separate sections bearing the headings indicated below:

- a) **Sports and professional strategy:** a description of the concepts relating to the operation, performance objectives and professional management of the adult teams, as well as an outline of the main framework of player policy.
- b) **Economic and operational model:** a presentation of the concepts relating to the operation, management and objectives of the Company, including the main elements of the revenue and cost structure and their realism; an explanation of the principles ensuring the financial stability of operations.
- c) **Operation of youth development:** a presentation of the concepts relating to the maintenance and development of the youth system, including an explanation of the role that youth development will play in the long-term operation of the club.
- d) **Fan and community relations:** a description of the concepts relating to strengthening fan engagement, and a presentation of the planned forms of communication with supporters and the local community.
- e) **Cooperation and communication with the Municipality:** a presentation of the concepts relating to cooperation with the Municipality, with particular regard to proposals for establishing a system of regular information provision and consultations, as well as the presentation of reporting and escalation mechanisms ensuring operational transparency.

4.

The concept and plan described in Section V.3 shall be taken into account as an evaluation criterion in this tender; accordingly, the contents thereof shall qualify as contractual undertakings of the purchaser and shall be enforceable by the Municipality against the successful bidder concluding the Quota Sale and Purchase Agreement. In the event that the successful bidder deviates materially from the concept and plan described in Section V.3, or breaches the undertakings contained therein on multiple occasions in a manner attributable to it, in such a way that it jeopardises or adversely affects the objective of the sale of the Quota as defined in Section I.3, the Municipality shall thereby be entitled to lawfully apply the security set out in Section V.8(c).

5.

The bid shall be submitted in Hungarian or English.

6.

The bid shall be deemed valid if it complies with all requirements set out in the call for tenders and contains the mandatory elements specified in Sections V.1–3.

7.

The submission of a bid shall automatically also constitute confirmation that:

- a) the bidder has understood all conditions set out in the detailed tender documentation and has accepted the terms of the tender;
- b) the bidder has reviewed and understood the data contained in the Data Room;
- c) the bidder has been afforded the opportunity to become acquainted with the properties used by the Company both on maps and in reality;

- d) the bidder consents to its bid being reviewed by the members of the decision-making body, the members of the committees and working groups involved in the preparation of the decision, the designated staff members of the Mayor's Office of the City of Székesfehérvár with County Rights, as well as other persons (experts) acting on its behalf;
- e) the bidder acknowledges that, pursuant to Section 3 point 5 and Annex 1 II.8 of Act CXII of 2011 on Informational Self-Determination and Freedom of Information, and Section 52 (3) of Act CLXXXIX of 2011 on Local Governments of Hungary, the decision on the outcome of the tender procedure and the Agreement constitute public data and data of public interest;
- f) the bidder acknowledges that, during the period between the publication of the tender notice and the fulfilment of the conditions set out in Section I.6, the Municipality shall continue to operate the Company to the extent necessary to ensure its continuous and uninterrupted operation, and the Company shall exercise its rights and perform its obligations accordingly, in particular in order to ensure that the football teams maintained by the Company are capable of operating in the 2026/2027 season.

8.

Participants in the tender participate in full awareness that, under the Quota Sale and Purchase Agreement, the successful bidder (purchaser), in addition to the securities set out in its bid, shall be required to undertake the following securities:

- a) within a period of 3 years following the conclusion of the Quota Sale and Purchase Agreement, the Company shall be entitled to transfer the Quota, in whole or in part, to a third party, and to decide on its transformation, only if the new owners of the Company, or the owners of its legal successors, undertake, in a tripartite agreement concluded with the Municipality and the successful bidder, the fulfilment of the obligations set out in Sections V.1(g), (h), (i), and (j), the guarantees undertaken under Sections V.1(l) and (m) and recorded in the Quota Sale and Purchase Agreement, compliance with the concept and plan set out in Section V.3, and furthermore, under such tripartite agreement, undertake the obligation to pay the contractual penalty pursuant to Section V.8(e), and maintain the Municipality's pre-emption right and call option right set out in Sections V.8(b) and V.8(c);
- b) the Municipality shall have a right of first refusal in respect of the Quota for a period of 3 years following the conclusion of the Quota Sale and Purchase Agreement;
- c) the Municipality shall be entitled to exercise a call option right in respect of the Quota within a period of 3 years following the conclusion of the Quota Sale and Purchase Agreement, if the successful bidder having concluded the Quota Sale and Purchase Agreement, or the owner of the Quota, fails to duly perform the obligations set out in Sections V.1(g), (h) and (i), as undertaken in Section V.8(a), or deviates from the concept and plan set out in Section V.3 in accordance with Section V.4;
- d) in exercising its call option right, the Municipality shall be entitled to purchase the Quota at a purchase price determined by the member(s) of the Company and an expert appointed by the Municipality;
- e) in the event of a breach of the obligation undertaken in Section V.1(g), the successful bidder having concluded the Quota Sale and Purchase Agreement shall be obliged to pay a contractual penalty equal to 100% of the purchase price of the Quota; provided that if the Municipality enforces such contractual penalty, it shall not be entitled to exercise the call option right set out in Section V.8(c) on the basis of the same breach;

- f) with respect to the contractual penalty set out in Section V.8(e), the successful bidder expressly waives its right of challenge under Section 6:188 of Act V of 2013 on the Civil Code;
- g) if the obligations necessary for the acquisition of ownership of the Quota are not fulfilled by the purchaser having concluded the Quota Sale and Purchase Agreement within 120 days following the conclusion of such agreement, the Municipality shall be entitled to withdraw from the Quota Sale and Purchase Agreement without any adverse legal consequences, provided that it shall be entitled to claim compensation for any damages arising from the failure of the Agreement from the successful bidder;
- h) the parties undertake to amend the articles of association of the Company simultaneously with the transfer of the Quota, in accordance with applicable laws, so as to record therein the Municipality's right of first refusal and call option right;
- i) the actual purchaser shall be obliged to fulfil all notification and authorisation obligations required under applicable laws.

9.

The period of binding effect of the bid: 90 days from the announcement of the results of the tender.

10.

Persons participating in the tender acknowledge that, in the event their bid is declared the winning bid, they shall be obliged to submit the following documents to the Municipality in original, duly certified form, with the proviso that, where a document has been issued abroad, such private document or public document issued abroad shall be accepted only if it has been authenticated or super-authenticated by the competent Hungarian consular authority at the place of issuance, unless an applicable bilateral or multilateral international treaty with the state of issuance provides otherwise:

- a document, not older than 30 days, evidencing valid registration or recording of the legal person bidder by a competent authority or court in the country of its registered seat (company extract), together with its certified Hungarian translation;
- in the case of a legal person bidder, a signature specimen certified by a notary public or countersigned by an attorney-at-law, or a document evidencing the signature sample of the statutory representative of the company signing the Quota Sale and Purchase Agreement under the personal law of the legal person, together with its certified Hungarian translation;
- a certificate issued in the bidder's country of tax residence, not older than 30 days, evidencing that the bidder has no overdue tax, contribution, duty or customs liabilities, together with its certified Hungarian translation.

## **VI. Evaluation of Bids:**

1.

### **Method of evaluation of the bids:**

- a) **the winner of the tender shall be the bidder submitting a valid bid that receives the highest total score and is overall the most advantageous;**
- b) invalid bids shall not be evaluated in accordance with the evaluation criteria;
- c) evaluation criteria, in order of priority:
  - the amount of the purchase price offered for the Quota (hereinafter in this Chapter: the "Purchase Price"),

- the concept and plan relating to the operation of the Company,
  - the amount of the Financial Resources offered;
- d) a maximum total of 100 points may be awarded, of which
- a maximum of 70 points may be awarded for the Purchase Price offer,
  - a maximum of 20 points may be awarded for the concept and plan relating to the operation of the Company,
  - a maximum of 10 points may be awarded for the amount of the Financial Resources offered;
- e) the bid containing the highest Purchase Price shall receive 70 points; a bid that is at most HUF 90 million lower than the highest Purchase Price shall receive 65 points; and so on, accordingly, bids shall receive five points less for each HUF 90 million step;
- f) a score between 0 and 20 points may be awarded based on the evaluation of the concept and plan relating to the operation of the Company;
- g) in the course of evaluating the concept and plan relating to the operation of the Company, the following criteria shall be taken into account:
- the professional substantiation and feasibility of the presented concepts;
  - the internal coherence of the concept, in particular with regard to the alignment between the sports strategy and the economic operation;
  - the financial sustainability and realism of the operational model;
  - the quality of the concepts relating to youth development and the long-term professional development of the club;
  - the concepts relating to the social and community role of the club and the development of supporter relations;
  - the approach to ensuring cooperation and communication with the Municipality and operational transparency;
- h) the bid containing the highest Financial Resources shall receive 10 points; a bid that is at most HUF 180 million lower than the highest Financial Resources shall receive 9 points; and so on, accordingly, bids shall receive one point less for each HUF 180 million step.

2.

If more than one valid bid receives the same highest total score, the bidder offering the highest Purchase Price shall be declared the winner. If bidders having the same highest total score have offered the same Purchase Price, the bidder which received the higher score for the concept and plan relating to the operation of the Company shall be declared the winner.

## **Vii. Submission of Bids:**

1.

**A Deadline for submission of the bid:** 15 June 2026, 16:00 (Hungarian local time).

2.

The bid may be submitted **electronically or in paper form** in person.

3.

Where the bid is submitted in paper form, it shall be delivered in a double, intact envelope to the Secretariat of the Chief Notary of the Municipality of the City of Székesfehérvár with County Rights, at the office located at Székesfehérvár, Városház tér 1., 1st floor, room 106, on working days during business hours: Monday to Thursday between 8:00 and 16:00, and on

Friday between 8:00 and 12:00. The envelope shall bear the inscription: **“Bid for the purchase of the Quota.”**

Each page of the bid submitted in paper form that contains text, data, images, drawings or any other information shall be signed by the bidder’s representative.

4.

In the case of submission by electronic means, every page of every document contained in each of the submitted files – irrespective of whether it contains text, data, images, drawings or any other information – shall be signed by the bidder or its representative.

Where the bid is submitted electronically, the issuer of the tender shall, upon request of the bidder or the person submitting the bid, provide a confirmation of receipt of the email. The issuer of the tender shall not assume any liability for any technical errors arising in connection with the use of email, and in particular for any delay or deficiency resulting therefrom.

The Municipality hereby informs the bidders that it is capable of receiving submissions up to a maximum size of 30 MB via email. In the event that the submission exceeds this size, the submission must be sent in multiple parts. Where the submission is transmitted in several parts, the person submitting the documentation shall indicate, in the email message containing the first part of the submission, the total number of parts in which the submission will be sent.

### **VIII. Announcement of the Results of the Tender Procedure:**

1.

The bids shall be evaluated by the General Assembly of the Municipality of the City of Székesfehérvár with County Rights no later than within 30 calendar days following the expiry of the tender submission deadline. The Municipality shall establish a ranking among the bidders. The deadline for the evaluation of the bids may be extended once by the Municipality by no more than 30 calendar days; the bidders shall be informed thereof by the Municipality via its website accessible at the link <https://www.szekesfehervar.hu/fehervarc>, as well as through the Data Room.

2.

The bidders shall be notified of the result of the tender within 3 calendar days following the decision.

3.

Persons intending to participate in the tender expressly acknowledge that the Municipality, in accordance with Section VIII.1 of the tender documentation, shall inform the participants in the tender of any modification of the conditions set out in the tender documentation and of any extension of the deadline for the evaluation of the bids submitted on the basis of the tender documentation – in addition to publication on the Municipality’s website – through the Data Room. In view of the foregoing, the persons participating in the tender expressly undertake to continuously monitor the content of the Data Room until the expiry of the deadline for the evaluation of the bids submitted on the basis of the tender documentation, in order to ensure that they are able to become aware of any such information provided by the Municipality regarding modifications of the tender documentation or extension of the evaluation deadline.

4.

**The issuer of the tender shall be entitled to declare the tender procedure unsuccessful – without providing justification. The publication of the tender does not give rise to any obligation on the part of the Municipality to conclude a contract.**

The Municipality shall be entitled to withdraw the call for tenders at any time; the bidders acknowledge that, in the event of withdrawal of the call for tenders, they shall not be entitled to assert any claim against the Municipality.

## **IX. Miscellaneous:**

1.

No bid security is required.

2.

The Municipality shall be entitled, no later than 10 June 2026 – subject to extending the bid submission deadline by at least 5 calendar days – to amend the conditions of the tender, including the deadline for submission of bids. The Municipality shall inform interested parties and bidders of such amendment via its website accessible at the link <https://www.szekesfehervar.hu/fehervarfc>, as well as through the Data Room.

3.

If a bid contains deficiencies that may be remedied, the Municipality shall issue a deficiency notice to the bidder by email within 3 calendar days following the expiry of the tender submission deadline.

The bidder shall be entitled to remedy the deficiencies electronically within 3 calendar days following service of the deficiency notice. Bidders acknowledge that, within the framework of the deficiency procedure, they shall not be entitled to modify the content of documents previously submitted, information provided, or declarations made; any supplementation or completion made within the framework of the deficiency procedure shall not qualify as a modification. Any modification made within the framework of the deficiency procedure that exceeds the scope of the deficiency notice shall be disregarded by the Municipality. Bidders further acknowledge that deficiencies may be remedied exclusively by electronic means; remedying deficiencies in paper form shall not be permitted.

The issuer of the tender shall not assume liability for any technical errors arising in connection with the use of email, and in particular for delays or deficiencies resulting therefrom.

The deficiency notice shall be deemed delivered on the day following its dispatch by the Municipality.

4.

The following may not be remedied within the framework of the deficiency procedure:

- a) the name and electronic contact details of the bidder,
- b) the offer for the purchase price of the Quota,
- c) the amount of the Financial Resources offered.

5.

If the bid contains data the disclosure of which, in the course of fulfilling a potential request for access to data of public interest, would cause disproportionate prejudice to the bidder in the conduct of its business activities, this fact must be indicated in writing in the bid, specifying precisely the data concerned and the reason for the prejudice. In the absence of such indication, the issuer of the tender shall deem that the bid does not contain data, the disclosure of which would cause disproportionate prejudice in the course of fulfilling a request for access to data of public interest. The Municipality shall not examine the veracity of the declaration made by the bidder; the bidder shall bear sole responsibility for any incorrect or unlawful designation of data as data the disclosure of which would cause disproportionate prejudice. Any damages or adverse legal consequences incurred by the Municipality as a result of such incorrect or unlawful declaration shall be borne by and reimbursed by the bidder.

6.

Detailed information on **data processing** in connection with the tender is set out in the data protection notice prepared in relation to the tender procedure for the sale of the quota of "FEHÉRVÁR F. C." Sports Services and Commercial Limited Liability Company, which is available on the website accessible at the link <https://www.szekesfehervar.hu/adatvedelem>.

7.

Questions relating to the Company, the Data Room, or the tender documentation may be submitted via email to [fehervarfc@szekesfehervar.hu](mailto:fehervarfc@szekesfehervar.hu) until 9 June 2026. Such questions and the answers thereto shall be published by the issuer of the tender on a continuous basis, but no later than 12 June 2026, in the Data Room. The issuer of the tender shall not assume liability for any technical errors arising in connection with the use of email, and in particular for delays or deficiencies resulting therefrom.

8.

The properties used and leased by the Company may be inspected on site at a time agreed in advance with the Municipality.

Székesfehérvár, 26 May 2026.

Municipality of the City of Székesfehérvár with County Rights

Annexes:

1. Confidentiality Declaration
- 2.a) Identification of the Bidder (in the case of a legal person)
- 2.b) Identification of the Bidder (in the case of a natural person)
- 2.c) Identification of the Bidder (in the case of a sole proprietor)
- 3.a) Declaration on Transparency and Grounds for Exclusion (in the case of a legal person)
- 3.b) Declaration on Grounds for Exclusion (in the case of a natural person)
- 3.c) Declaration on Grounds for Exclusion (in the case of a sole proprietor)
4. Data Sheet
5. Declaration on Undertakings
6. Declaration relating to Section V.2(c) of the Tender Notice

**CONFIDENTIALITY DECLARATION**  
(Annex 1 to the Tender Notice)

The undersigned

**In the case of a legal person bidder:**

Name:.....

Registered seat: .....

Company registration number / registration or record number under its own law:.....

Tax number (EU VAT number, if the bidder has such):.....

Person authorised to represent the bidder:.....

**In the case of a sole proprietor:**

Full name:.....

Birth name:.....

Place and date of birth:.....

Mother's maiden name:.....

Sole proprietor identification number:.....

Residential address: .....

**In the case of a natural person:**

Full name:.....

Birth name:.....

Place and date of birth:.....

Mother's maiden name:.....

Residential address: .....

**Signature of the Bidder**

**hereby declare** that I acknowledge that all information, data, facts, documentation and documents provided to me, made available to me, or disclosed to me in connection with the procedure titled “tender procedure for the sale of the quota of ‘FEHÉRVÁR F. C.’ Sports Services and Commercial Limited Liability Company exclusively owned by the Municipality of the City of Székesfehérvár with County Rights”– including the contents of the so-called Data Room specified in the tender documentation – shall qualify as confidential information (hereinafter collectively: “Confidential Information”).

I hereby undertake that all Confidential Information provided to me or made available to me shall be treated as strictly confidential and shall be kept confidential without any limitation in time; I shall not disclose it to any third party, and I shall ensure that persons employed by me also maintain such confidentiality. I shall not disclose, whether in whole or in part, whether directly or indirectly, any Confidential Information to the public, shall not make it accessible to any unauthorised third party, and shall not use it in any manner contrary to the interests of the Municipality; I shall impose these obligations also on persons employed by me.

Date: .....

**Signature of the Bidder**

**MINTA**

**Identification of the Bidder (in the case of a legal person):**

(Section V.1(a) of the Tender Notice)

Name: .....

.....

**Designation of the authority maintaining the register of the legal person:**.....

.....

Registered seat:.....

**Company registration number / other registration number** (registration or record number under its own law and the registering authority):.....

.....

**Tax number and designation of the authority issuing the tax number** (EU VAT number, if the bidder has such):.....

.....

Statutory representative: .....

Name of the person designated for contact: .....

Telephone contact details of the person designated for contact: .....

E-mail address of the bidder: .....

E-mail address of the person designated for contact: .....

Date: .....

**Signature of the Bidder**

**TEMPLATE**

**Identification of the Bidder (in the case of a natural person):**  
(Section V.1(a) of the Tender Notice)

Full name:.....

Birth name: .....

Place and date of birth:.....

Mother's maiden name: .....

Telephone contact details:.....

Residential address:.....

Mailing address: .....

E-mail address: .....

Date: .....

**Signature of the Bidder**

**TEMPLATE**

**Identification of the Bidder (in the case of a sole proprietor):**  
(Section V.1(a) of the Call for Tender Notice)

Full name:.....

Sole proprietor identification number: .....

Birth name: .....

Place and date of birth:.....

Mother's maiden name: .....

Telephone contact details:.....

Residential address:.....

Mailing address: .....

E-mail address: .....

Date: .....

**Signature of the Bidder**

**TEMPLATE**

**Declaration  
in the case of a legal person bidder**  
(Sections V.1(b.a), V.1(b.b), V.1(b.c) and V.1(b.d) of the Tender Notice)

**Name of the Bidder:** .....  
.....

**I hereby declare that:**

- a) the bidder qualifies as a transparent organisation within the meaning of Act CXCVI of 2011 on National Assets;
- b) the bidder is not subject to any insolvency proceedings listed in Annex “A” of Regulation (EU) 2015/848 of the European Parliament and of the Council of 20 May 2015 on insolvency proceedings, nor to any equivalent proceedings under the law of the country of its incorporation;
- c) the bidder is not subject to any financial or asset-related restrictive measures imposed by the United Nations Security Council or the European Union;
- d) the bidder is not subject to any restrictive measure that would limit or render impossible its participation in the tender or the conclusion of the Quota Sale and Purchase Agreement.

Date: .....

**Signature of the Bidder**

**TEMPLATE**

**Declaration**  
**in the case of a natural person bidder**  
(Sections V.1(c.a) and V.1(c.b) of the Tender Notice)

**Name of the Bidder:** .....

.....

**I hereby declare that:**

- a) I am not subject to any financial or asset-related restrictive measures imposed by the United Nations Security Council or the European Union;
- b) I am not subject to any restrictive measure that would limit or render impossible my participation in the tender or the conclusion of the Quota Sale and Purchase Agreement.

Date: .....

**Signature of the Bidder**

**TEMPLATE**

**Declaration  
in the case of a sole proprietor bidder**

**Name of the Bidder:** .....

.....

**I hereby declare that:**

- a) I am not subject to any insolvency proceedings listed in Annex "A" of Regulation (EU) 2015/848 of the European Parliament and of the Council of 20 May 2015 on insolvency proceedings, nor to any equivalent proceedings under the law of the country of my nationality;
- b) I am not subject to any financial or asset-related restrictive measures imposed by the United Nations Security Council or the European Union;
- c) I am not subject to any restrictive measure that would limit or render impossible my participation in the tender or the conclusion of the Quota Sale and Purchase Agreement.

Date: .....

**Signature of the Bidder**

**TEMPLATE**

**DATA SHEET**

(Section V.1(d) of the Tender Notice)

**for the tender procedure for the sale of the quota (the "Quota")  
representing 100% of the registered capital of "FEHÉRVÁR F. C." Sports  
Services and Commercial Limited Liability Company,  
which is under the exclusive ownership of the Municipality of the City of  
Székesfehérvár with County Rights**

**Name of the Bidder:** .....

.....

**Purchase Price offered for the Quota:** (being the purchase price to be recorded in the Quota  
Sale and Purchase Agreement, i.e. the actual purchase price payable in the transaction):

..... **HUF, that is to say** .....

..... **HUF.**

**Total net amount of Financial Resources offered for three football seasons:**

..... **HUF, that is net** .....

..... **HUF.**

**Date:** .....

**Signature of the Bidder**

## Template Declaration

(Sections V.1(g), V.1(h), V.1(i) and V.1(j) of the Tender Notice)

**Name of the Bidder:**.....

.....

**The Bidder hereby undertakes that:**

- a) from the 2026/2027 season onwards, for at least three seasons, it shall continuously operate in Székesfehérvár adult men's and women's football teams within the framework of national competitions organised by the Hungarian Football Federation, and shall continuously operate and have competed youth teams in accordance with the regulations of the Hungarian Football Federation;
- b) upon termination of the agreements relating to the use of the properties recorded under topographical lot numbers 7331/22, 7331/22/A and 7074/3, as set out in the Data Room, the Company shall transfer to the Municipality the investments carried out on such properties which cannot be removed without damage to their condition, while bearing any tax burdens that may arise in connection therewith, and shall not assert any claims whatsoever against the Municipality in connection with such investments;
- c) for at least three seasons, within the framework of the name-use and trademark licence agreements with the right holder, it shall, on a mandatory basis, use the designation VIDEOTON or VIDI, and, in the event of termination of such name-use and trademark licence agreements, it shall initiate with the right holder the re-granting of such consent – if possible under identical conditions – and, within the framework of such renewed consent, shall, on a mandatory basis, use the designation VIDEOTON or VIDI for the football club;
- d) it shall provide, free of charge, at least 50 (fifty) admission tickets for matches organised within the competition system by the teams maintained by the Company to the Municipality.

Date: .....,.....

**Signature of the Bidder**

# Template

## **Declaration**

(for Section V.2(c) of the Call for Tenders;  
to be used exclusively where the bidder designates the identity of the actual purchaser only in  
the event of a successful bid)

Name of the Bidder:.....  
.....

**I hereby declare that the purchaser to be designated at a later stage fully complies with the requirements set out in the Tender Notice, and that I have verified the existence of such conditions in a reliable manner.**

Date: .....,.....

**Signature of the Bidder**