

STRICTLY PRIVATE AND CONFIDENTIAL

Long Path Partners LP
1 Landmark Square
Unit 1920
Stamford
Connecticut
06901

("Long Path" or "you")

For the attention of John Cresson

28 August 2025

Dear Long Path

You have expressed an interest in entering into discussions with a view to making an offer to acquire the entire issued and to be issued share capital of Idox plc. In consideration of us making available to you and your Connected Persons certain Confidential Information (as defined in paragraph 1 of this letter), you hereby agree with and acknowledge and undertake to us on the terms set out in this letter.

In consideration of the obligations of Long Path and the Company to each other under this letter, it is agreed that this letter amends, restates and replaces the letter from the Company to Long Path dated 16 April 2025 as amended, restated and replaced on 24 May 2025 (the "**Prior Confidentiality Agreement**") but, for the avoidance of doubt, does not modify, discharge or novate any rights, benefits, liabilities or obligations of Long Path or the Company under the Prior Confidentiality Agreement which had accrued before the date of this letter.

1. INTERPRETATION

1.1 In this letter:

"acting in concert"	has the meaning given in and shall be construed in accordance with the Code
"Agents"	means directors, officers, employees, agents, partners, professional advisers, contractors, consultants and, in relation to the Recipient or any of its affiliates, any Permitted Finance Provider
"Code"	means the City Code on Takeovers and Mergers as from time to time amended and interpreted by the Panel
"Company"	means Idox plc
"Confidential Information"	means: (a) all Information relating directly or indirectly to the Proposal (including the existence of the Proposal and this letter and of the discussions and negotiations between the parties (or in each case their Connected Persons) and the willingness of each of the parties to enter into such discussions and negotiations with each other or any other party and each party's prospective interest in the Proposal and/or the transaction contemplated by the Proposal) and

- (b) all Information relating to any member of the Company's Group including, without limitation, Information relating to the property, assets, business, trading practices, plans, proposals and/or trading prospects of any member of that Group

in each case which is disclosed by or acquired in any way on or after the date of this letter in connection with the Proposal (whether directly or indirectly) from or on behalf of the Company or any of its Connected Persons and includes all copies of any such Information and Information prepared by the Recipient or any of its Connected Persons which contains or otherwise reflects or is generated from such Information but excluding:

- (i) all Information that is in, or has (after disclosure to or acquisition by the Recipient or its Connected Persons) entered, the public domain otherwise than (a) as a direct or indirect consequence of any breach by the Recipient or its Connected Persons of any undertaking contained in or given pursuant to this letter or (b) which the Recipient knows (or ought reasonably to have known having made reasonable enquiry) to have been disclosed in breach of any duty of confidentiality owed to the Company or any of its Connected Persons
- (ii) all Information that was lawfully in the Recipients or its Connected Person's possession prior to the time that it was disclosed by or acquired from the Company or its Connected Persons and provided that such Information is not known by the Recipient to be subject to any other duty of confidentiality owed to the Company or any of its Connected Persons and
- (iii) all Information that the Recipient or its Connected Persons have independently developed without use of or reference to any Confidential Information

"Connected Persons"	means, in relation to any person, the members of its Group and its and their respective Agents
"Data Incident"	has the meaning given in paragraph 6.1.2
"Data Protection Law"	has the meaning given in paragraph 6.1
"DPA 2018"	means the Data Protection Act 2018
"GDPR"	means the UK version of the General Data Protection Regulation (EU) 2016/67 which forms part of UK law by virtue of the European Union (Withdrawal) Act 2018
"Group"	means, in respect of any person, its group undertakings from time to time (group undertakings having the meaning ascribed to it in section 1161 of the Companies Act 2006)

"Information"	means all information of whatever nature and in whatever form including, without limitation, in writing, orally, electronically and in a visual or machine-readable medium including CD ROM, magnetic and digital form
"Law"	means applicable law or regulation, any order of a court of competent jurisdiction or any competent governmental, judicial or regulatory authority or body (including the Panel, the London Stock Exchange plc and any other relevant stock exchange on which the securities of the Recipient or its Connected Persons are admitted to trading)
"Panel"	means the Panel on Takeovers and Mergers
"Permitted Finance Provider"	means, in relation to the Recipient or any of its affiliates; (a) any investment fund or vehicle advised or managed by a provider or prospective provider of equity financing in connection with the Proposal where such fund is predominantly or exclusively engaged in investments resulting in the acquisition of a controlling stake in an undertaking, provided that such investment fund or vehicle has first been approved in writing by or on behalf of the Company (such approval not to be unreasonably withheld or delayed); (b) a provider or prospective provider of debt or any sovereign wealth fund in connection with the Proposal, provided that promptly following disclosure of the Confidential Information to such actual or prospective provider of debt finance or sovereign wealth fund, the Recipient notifies the Company in writing (email being sufficient) of the identify of such person; and (c) a provider or prospective provider of equity financing (including, without limitation, any minority co-investors) in connection with the Proposal other than those listed in (a) above
"person"	includes a reference to an individual, a body corporate, government body, association or partnership
"Personal Data"	has the meaning given to it in the DPA 2018
"Proposal"	means an offer (whether implemented by way of a scheme of arrangement, takeover offer or other means) to acquire the entire issued and to be issued share capital of the Company, whether or not an offer is ultimately made by the Recipient and its Connected Persons
"Purpose"	has the meaning given in paragraph 2.1.2
"Recipient"	means Long Path
"Service Documents"	means any claim form, notice, order, judgment or other court document issued by the courts of England and Wales, or any other document relating to or in connection with proceedings in the courts of England and Wales

"Third Party" has the meaning given in paragraph 15.1

- 1.2 The obligations set out in this letter are given by the Recipient in favour of the Company and each of its direct or indirect subsidiaries.

2. **CONFIDENTIAL INFORMATION AND EXISTENCE OF THE PROPOSAL**

- 2.1 Subject to paragraph 3 the Recipient will:

- 2.1.1 treat and keep all Confidential Information as secret and confidential and will not, without the Company's prior written consent, directly or indirectly communicate or disclose (whether in writing or orally or in any other manner) Confidential Information to any other person other than as provided in paragraph 3;
- 2.1.2 only use any Confidential Information for the sole purpose of considering, evaluating, structuring, financing, negotiating, advising on, furthering and/or potentially consummating the Proposal (the **"Purpose"**) and will not use it for any other purpose (including, but not limited to, any competitive or commercial purpose);
- 2.1.3 ensure that the Confidential Information is protected with the same security measures and degree of care that would apply to its own confidential information and in any case no less than reasonable measures and a reasonable degree of care; and
- 2.1.4 not make, or permit or procure to be made, any copies in any form of the Confidential Information except (a) for the purpose of supplying Confidential Information to persons to whom disclosure of Confidential Information is expressly permitted by this letter or (b) with the Company's prior written consent.

3. **EXCEPTIONS AND RESTRICTIONS**

- 3.1 The restrictions in paragraph 2.1.1 do not apply to the disclosure of Confidential Information:

- 3.1.1 to the Connected Persons of the Recipient whose knowledge of the Confidential Information is strictly required for the Purpose;
- 3.1.2 to any persons to whom the Company has provided its prior written consent to the disclosure of Confidential Information to pursuant to paragraph 2.1.1; or
- 3.1.3 which is required to be disclosed by Law (but subject always to paragraph 5).

- 3.2 The Recipient will ensure that where Personal Data is disclosed by the Recipient under paragraph 3.1.1 of this letter, disclosure of Personal Data is limited to those persons who need access to the Personal Data to assess the Proposal and that access will only be granted to such part or parts of the Personal Data as is strictly necessary in relation to that person's particular duties in assessing the Proposal.

- 3.3 Subject to paragraph 3.4 below, the Recipient will ensure that:

- 3.3.1 each person to whom Confidential Information is disclosed in accordance with paragraphs 3.1.1 or 3.1.2 is provided with a copy of this letter and observes its terms (other than in respect of paragraph 7, where the Recipient shall only be required to ensure that the relevant person observes the provisions of paragraph 7 that are expressly applicable to them) as if they were a party to the letter and had undertaken the same obligations as are undertaken by the Recipient (save to the extent otherwise agreed by the Company in writing); and
- 3.3.2 each person granted access to Personal Data under paragraph 3.1.1 is made aware of the Recipient's duties and his, her or its duties under Data Protection Law and under this letter with respect to Personal Data.

- 3.4 The Recipient will be responsible for any breach of the provisions of this letter by each person to whom Confidential Information is disclosed in accordance with paragraphs 3.1.1 or 3.1.2, save to the extent such person has entered into a confidentiality undertaking with the Company in relation to the Proposal on materially the same terms as this letter.
- 3.5 The Recipient will:
- 3.5.1 maintain a list (or ensure a list is maintained) of the names of (i) all persons within the Recipient (on an individual basis) and (ii) all other persons to whom Confidential Information is disclosed in accordance with paragraphs 3.1.1 or 3.1.2 (on an entity basis) who have received or who have access to any Confidential Information; and
 - 3.5.2 procure that each person to whom Confidential Information is disclosed in accordance with paragraphs 3.1.1 or 3.1.2 maintains a list (or ensures a list is maintained) of the names of all persons within that organisation (on an individual basis) who have received or who have access to any Confidential Information,
- and will, promptly upon written request from the Company, supply a copy of such list maintained by the Recipient or will procure that each person to whom Confidential Information is disclosed in accordance with paragraphs 3.1.1 or 3.1.2 supplies such list maintained by them (as applicable) to the Company.

4. RECORDS AND RETURN OF CONFIDENTIAL INFORMATION

- 4.1 The Recipient will keep a record of the Confidential Information provided to it or its Connected Persons. The Recipient will (and shall procure that its Connected Persons (other than Permitted Finance Providers that are not affiliates) will), upon demand by the Company or upon the Recipient ceasing to be interested in the Proposal:
- 4.1.1 promptly destroy or at the Recipient's option, return to the Company all hard copy documents and all other materials which are in a form reasonably capable of delivery (including, without limitation, computer tapes and disks) containing or reflecting any Confidential Information and all copies thereof which have been made by or on behalf of the Recipient or its Connected Persons (as applicable);
 - 4.1.2 promptly destroy and permanently erase, or procure the permanent erasing of, all electronic copies of any Confidential Information or of any electronic records containing or reflecting any Confidential Information other than from back-up, archival electronic storage so long as such electronic records are not generally accessible beyond the need for disaster recovery or similar operations; and
 - 4.1.3 ensure that where Confidential Information has not been returned or destroyed under paragraph 4.1.1 above, no step will be taken to access or recover such Confidential Information from any computer, word processor, telephone or other device containing such information or which is otherwise stored or held in electronic, digital or other machine readable form. The Recipient and its Connected Persons will continue to hold any such Confidential Information subject to the confidentiality provisions of this letter for the remaining term of this letter.
- 4.2 In addition, if requested in writing by the Company, the Recipient will promptly provide a written confirmation confirming compliance with this paragraph by the Recipient and its Connected Persons. Notwithstanding the obligations in paragraph 4.1, the Recipient will be entitled to retain such copies of such Information as is required to be retained by Law and such Information will continue to be held subject to the terms of this letter for the remaining term of this letter.

5. ANNOUNCEMENTS AND DISCLOSURE

- 5.1 Subject to paragraphs 5.2 and 5.3, and other than as provided in paragraph 3, the Recipient will not make, or permit or procure to be made or solicit or assist any other person to make, any announcement or disclosure of any Confidential Information, including its prospective interest in the

Proposal and/or the transaction contemplated by the Proposal, without the prior written consent of the Company.

- 5.2 If the Recipient becomes (or it is reasonably likely that it will become) compelled by Law to disclose any Confidential Information, the Recipient will, where and to the extent permitted by Law, promptly notify the Company so that the Company may seek any appropriate means to prevent or minimise that disclosure or may waive compliance with the provisions of this letter and the Recipient will co-operate with the Company and take such steps as it may reasonably require for that purpose.
- 5.3 Where the Recipient makes disclosure of Confidential Information under paragraph 5.2, the disclosure will (to the extent permitted by Law) be made only after prompt consultation with the Company and after taking into account its reasonable requirements as to the timing, content and manner of making such disclosure. Furthermore, the Recipient will disclose only that portion of the relevant Confidential Information which its legal advisers (including internal counsel) advise must by Law be disclosed.
- 5.4 Where the Recipient is prevented by Law from consulting with the Company before disclosure is made, the Recipient will, to the extent permitted by Law, inform the Company of the circumstances, timing, content and manner of making of the disclosure promptly after such disclosure has been made.
- 5.5 The Recipient will immediately notify the Company of the full circumstances of any breach, or threatened breach, of this letter upon becoming aware of such breach or threatened breach.
- 5.6 Any notification required pursuant to this letter will be made promptly by telephone, or email, to the person whose contact details are set out at the end of this letter or to such other person or contact numbers as may be notified in writing from time to time.

6. **PERSONAL DATA**

- 6.1 The Recipient acknowledges that Confidential Information may include Personal Data, the handling or processing of which may be subject to the requirements of the GDPR and/or any implementing national legislation thereunder, including but not limited to the DPA 2018 (collectively "**Data Protection Law**"). Without limitation to any other term of this letter, in relation to Personal Data included within the Confidential Information, the Recipient will:
 - 6.1.1 comply with all relevant provisions of Data Protection Law;
 - 6.1.2 take appropriate technical and organisational measures to guard against unauthorised or unlawful disclosure or processing of the Personal Data, and the theft, accidental loss, misuse, corruption or destruction of, or damage to, the Personal Data (a "**Data Incident**");
 - 6.1.3 promptly notify the Company of any Data Incident to the maximum extent permitted by applicable law; and
 - 6.1.4 not transfer Personal Data outside of the European Economic Area without first implementing a lawful data transfer mechanism in accordance with Data Protection Law.

7. **STANDSTILL**

- 7.1 Subject to paragraph 7.5, and without prejudice to any obligations the Recipient may have under the Code, the Recipient agrees and undertakes that, from 16 April 2025 until the date which falls 3 months after the date of this letter, the Recipient and its Connected Persons will not, and will procure that any person acting in concert with each will not, (directly or indirectly) without the Company's prior written consent:
 - 7.1.1 acquire or offer to acquire or enter into any agreement, arrangement or understanding (conditionally or otherwise and whether legally binding or not) to acquire or offer to acquire any interest in any securities of the Company other than debt securities and securities

issued pursuant to any rights granted in relation to securities of the Company held by such person on the date of this letter;

- 7.1.2 enter into any agreement, arrangement or understanding (conditionally or otherwise and whether legally binding or not) with any holder of shares in the Company which imposes (directly or indirectly) obligations or restrictions on any such party with respect to the exercise of voting rights attaching to any securities of the Company;
- 7.1.3 enter into any agreement, arrangement, understanding or transaction or do or omit to do any act as a result of which the Recipient or any person acting in concert with the Recipient will or may become obliged or required (whether under the Code or otherwise) to make any general offer, announcement or invitation to acquire any securities of the Company (excluding debt securities);
- 7.1.4 solicit, or make or participate in any solicitation of, or seek to persuade, shareholders of the Company to vote in a particular manner at any meeting of the shareholders of the Company, or requisition or join in requisitioning any general meeting of the Company;
- 7.1.5 enter into any agreement, arrangement or understanding (conditionally or otherwise and whether legally binding or not) with any person relating to or in connection with the making by such person (or other person acting in concert with such person) of any offer, invitation or solicitation for any securities of the Company (excluding debt securities); or
- 7.1.6 announce or cause any other person to announce any proposal to do any of the matters referred to in paragraphs 7.1.1 to 7.1.5 above (unless required to do so by the Panel pursuant to Rule 2.2 of the Code or by law), including, without limitation, any announcement of a firm intention to make an offer to acquire the Company in accordance with Rule 2.7 of the Code,

provided that these restrictions shall not prevent the Recipient from: (a) conveying to the board of directors of the Company information about the terms of which it might be prepared to make an offer for the securities of the Company; or (b) making a confidential request to the Company's board of directors seeking an amendment or waiver of the provisions of this paragraph (which the Company's board of directors may accept or reject in its sole discretion) to the extent such request is made in a manner that does not require public disclosure thereof by any person.

7.2 The obligations in paragraph 7.1 will not apply to:

- 7.2.1 prevent or restrict any financial adviser to the Recipient who is not in possession of Confidential Information from undertaking activities in the ordinary course of a financial advisory engagement by a third party with whom the Recipient and its affiliates are not acting in concert; or
- 7.2.2 any person who acquires or disposes of any interest in securities of the Company in the ordinary course of business of that person as a fund manager, market-maker, broker or provider of trustee or nominee services where the decision to acquire or dispose is taken by an individual who is not in possession of Confidential Information.

7.3 If the Recipient or any person acting in concert with the Recipient acquires any interest in securities of the Company (excluding debt securities) in breach of paragraph 7.1, then on request by the Company (and without prejudice to any other right of the Company under this letter) the Recipient will (to the extent permitted by law or regulation) dispose of or use reasonable endeavours to procure the disposal of such interest within 30 days of that request.

7.4 Subject always to compliance with the Code, nothing in this letter will prevent the Recipient or any person acting in concert with the Recipient from acquiring securities of the Company, or from making an announcement, in each case with the Company's prior written consent.

- 7.5 The obligations in paragraph 7.1 shall not apply:
- 7.5.1 in respect of a specific obligation set out in paragraph 7.1 only, if the Company has provided its prior written consent to the Recipient taking such specific obligation;
 - 7.5.2 to any of your concert parties to whom Confidential Information has not been disclosed and who are not otherwise aware of the Proposal;
 - 7.5.3 to restrict the purchase and sale of loans, dealings in syndicated bank debt and/or other credit instruments and investments related thereto and/or any other dealing in any debt securities of the Company in the ordinary course of business and without the use of Confidential Information;
 - 7.5.4 if the Recipient (or any person acting in concert with the Recipient) makes, or announces under Rule 2.7 of the Code a firm intention to make, a general offer to acquire shares carrying over 50% of the voting rights (as defined in the Code) in the Company which has been recommended by the board of directors of the Company; or
 - 7.5.5 if a third party (not acting in concert with the Recipient) makes, or announces under Rule 2.7 of the Code a firm intention to make, a general offer to acquire, if accepted in full, shares carrying over 50% of the voting rights (as defined in the Code) in the Company.
- 7.6 In the event that the restrictions contained in paragraph 7.1, do not apply by reason of the provisions in paragraphs 7.5.4 or 7.5.5, the Recipient will then not be restricted from approaching any shareholder of the Company to seek irrevocable undertakings to accept or vote in favour of its offer or to acquire interests in securities related to the Company.

8. **APPROACHES**

- 8.1 Subject to paragraph 8.3, the Recipient will make, and will procure that its Connected Persons (other than Permitted Finance Providers that are not affiliates) will make, contact in connection with the Proposal only with the directors and employees of the Company or of its Connected Persons who may from time to time be notified by the Company or its Agents in writing.
- 8.2 Subject to paragraph 8.3, during the course of negotiations between us in relation to the Proposal and, if such negotiations cease, for a period of 12 months thereafter, the Recipient will not, and will procure that no member of its Group will, directly or indirectly solicit, endeavour to entice away or offer to employ or to enter into any contract for services with any Company persons directly involved in the negotiations relating to the Proposal with whom the Recipient had contact in connection with the Proposal and senior management or executive-level employees of the Company or any of its direct or indirect subsidiaries (whether engaged as an employee, consultant or independent contractor), whether or not such person would commit any breach of his or her contract by ceasing to work for the Company or the relevant subsidiary (as applicable).
- 8.3 Nothing in paragraphs 8.1 or 8.2 will prevent the Recipient or a member of its Group (as applicable) from considering and accepting an unsolicited application made by any such person or from considering and accepting an application made by any such person in response to a recruitment advertisement published generally and not specifically directed at the employees of the Company or members of its Group.
- 8.4 The Recipient undertakes that, during the course of negotiations between us in relation to the Proposal and, if such negotiations cease, for a period of 12 months thereafter, it will not, and will procure that no member of its Group will, in connection with the Proposal (or in connection with any variation to the Proposal):
- 8.4.1 make or continue any contact with any financier, supplier, trading partner, credit provider, or landlord of (or to or otherwise benefitting) the Company or any of its direct or indirect subsidiaries; or

8.4.2 visit any of the properties at which the business of the Company or any of its direct or indirect subsidiaries is carried on,

in each case without the prior written consent of the Company (such consent not to be unreasonably withheld, conditioned or delayed).

8.5 The Recipient undertakes that it will not, and will procure that none of its Connected Persons (other than Permitted Finance Providers that are not affiliates) will, at any time, without the prior written consent of the Company:

8.5.1 enter into any discussions or negotiations with or disclose any Confidential Information to another potential bidder (who is not a Permitted Finance Provider) in relation to the Proposal; or

8.5.2 discuss the Confidential Information with any financial rating agency, governmental or supervisory body or any regulatory organisation save to the extent permitted pursuant to paragraph 3.

9. **DURATION**

9.1 Except as otherwise expressly provided in this letter, the obligations set out in this letter shall cease to have effect upon the earlier of two (2) years from 16 April 2025 (notwithstanding the return or destruction of documents pursuant to paragraph 4) or the execution of definitive transaction documentation related to the Proposal.

9.2 The Company reserves the right in its sole and absolute discretion to terminate discussions and negotiations relating to the Proposal at any time and without any liability to the Recipient or any of its Connected Persons (including any liability for reimbursement of costs or otherwise) but such termination shall not affect the terms of this letter which shall remain in full force and effect.

10. **COSTS**

The Recipient confirms that it will be responsible for its own costs whether incurred by itself or its Connected Persons in considering or pursuing the Proposal (whether or not it proceeds) and in complying with the terms of this letter.

11. **NO OFFER**

The Recipient agrees that all Information, whether containing Confidential Information or otherwise, made available to it or its Connected Persons, in the course of, or for the purpose of, negotiations in relation to the Proposal, will not constitute an offer, inducement or invitation by, or on behalf of, the Company, nor will the Information form the basis of, or any representation in relation to, any contract.

12. **NO REPRESENTATIONS**

The Recipient acknowledges that no responsibility is accepted, and no representation, undertaking or warranty is made or given, in either case expressly or impliedly, by the Company or any of its Connected Persons as to the accuracy or completeness of the Confidential Information or any other Information supplied by it or as to the reasonableness of any assumptions on which any of the same is based or the use of any of the same. The Recipient further acknowledges that it will be responsible for making its own decisions on the Confidential Information and the Proposal. Accordingly, the Recipient agrees that neither party (nor any of their respective Connected Persons) will be liable for any direct, indirect or consequential loss or damage suffered by any person resulting from the use of the Confidential Information or any other Information supplied, or for any opinions expressed by any of them, or for any errors, omissions or misstatements made by any of them in connection with the Proposal. The Recipient agrees that it will not place any reliance on any statement, representation, warranty or covenant made orally, in writing or by any other means by the Company or any of its Connected Persons in connection with the Confidential Information, the Proposal or any other matter contemplated thereby. Each statement in this paragraph 12 has no application in the case of fraud and shall be subject to the terms of any definitive documentation related to the Proposal.

13. **EXPERTISE**

The Recipient confirms that it is a person that is able to receive the Confidential Information without contravention of any unfulfilled registration or approval requirements or other legal restrictions in the jurisdictions in which it resides or conducts business.

14. **INSIDER DEALING AND MARKET ABUSE**

The Recipient acknowledges and agrees that the Proposal and some or all of the Confidential Information may constitute inside information for the purposes of MAR and the Criminal Justice Act 1993 and accordingly, by receiving such Confidential Information, it may become an 'insider'.

15. **CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999**

15.1 The provisions of this letter confer benefits on the persons specifically referred to in paragraph 1.2 (each, a "**Third Party**") and, subject to the remaining terms of this paragraph 15, are intended to be enforceable by each Third Party by virtue of the Contracts (Rights of Third Parties) Act 1999.

15.2 Notwithstanding paragraph 15.1 of this letter, this letter may be rescinded or varied in any way and at any time without the consent of any Third Party.

16. **GENERAL**

16.1 Nothing in this letter shall prevent the Company from making an announcement relating to a possible offer, or publicly identifying the Recipient as a potential offeror (as such term is construed in accordance with the Code) at any time the board of the Company considers appropriate in accordance with the Code.

16.2 The Recipient acknowledges and agrees that damages alone may not be an adequate remedy for any breach of this letter and/or breach of confidence. Accordingly, the Company will be entitled to seek the remedies of injunction, specific performance and other equitable relief for any threatened or actual breach of this letter and/or breach of confidence.

16.3 No failure or delay in exercising any right, power or privilege under this letter will operate as a waiver of it, nor will any single or partial exercise of it preclude any further exercise or the exercise of any right, power or privilege under this letter or otherwise. The terms of this letter may not be varied or terminated without the prior written consent of each party. No waiver of any provision of this letter will be binding upon either party unless in writing signed by the party granting the waiver.

16.4 To the extent that any Confidential Information is covered or protected by any form of privilege or refers to other documents which attract any form of privilege, then disclosing such Information under the terms of this letter or otherwise does not constitute a waiver of privilege or any other rights which the Company or its Connected Persons may have in respect of such Confidential Information.

16.5 The rights, powers and remedies provided in this letter are cumulative and not exclusive of any rights, powers and remedies provided by law.

16.6 This letter will enure to the benefit of, and be enforceable by, each party's successors and assigns. The Recipient agrees to procure that the terms of this letter are observed by any successors and assigns of the Recipient's business or interests (or of any material part thereof) as if they had been party to this letter. The Recipient acknowledges and agrees that the Company may assign the benefit of this letter in whole or in part to any person who purchases all or part of the Company or its assets.

16.7 The Recipient acknowledges and agrees that no right or licence is granted to it or its Connected Persons in relation to the Confidential Information except as expressly set forth in this letter.

16.8 The provisions of this letter will be severable in the event that any of the provisions hereof are held by a court of competent jurisdiction to be invalid, void or otherwise unenforceable (including in the event that the Panel determines that our agreement to the relevant provision was not permitted under

Rule 21.2 of the Code), and the remaining provisions will remain enforceable to the fullest extent permitted by law.

- 16.9 Any consent that is given by the Company under the terms of this letter may be given on such terms as it determines.
- 16.10 This letter may be executed in any number of counterparts and by the parties to it on separate counterparts, but will not be effective until each party has executed at least one counterpart. Each counterpart will constitute an original of this letter, but all the counterparts will together constitute but one and the same instrument.
- 16.11 This letter is to be governed by, and construed in accordance with, English law. Any matter claim or dispute arising out of or in connection with this letter, whether contractual or non-contractual, and the relationship between the parties and the conduct of any negotiations in relation to the Proposal are to be governed by and determined in accordance with English law. Each party hereby irrevocably submits to the exclusive jurisdiction of the English courts in respect of any claim or dispute arising out of or in connection with this letter or the relationship between the parties or the conduct of any negotiations in relation to the Proposal.
- 16.12 Prior to the execution of definitive transaction documentation relating to the Proposal, the Recipient shall appoint an agent for the receipt of service of Service Documents and agrees that any Service Documents may be effectively served on it in connection with any proceedings in England and Wales by service on its agent effected in any manner permitted at that time by the Civil Procedure Rules of England and Wales, save that service shall not be permitted by e-mail.

Please confirm your acceptance of the terms of this letter by signing and returning to us the enclosed copy of this letter.

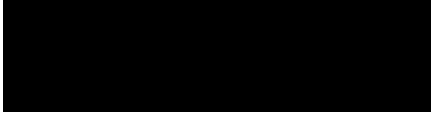
Yours faithfully

.....
for and on behalf of
Idox plc

To: Idox plc

We agree to the matters set out in your letter dated 2025 (of which this is a copy).

Dated8/27/2025.....



for and on behalf of

Long Path Partners LP

duly authorised officer