

**THIS LETTER AND THE ACCOMPANYING INSTRUCTION FORM ARE IMPORTANT AND REQUIRE YOUR IMMEDIATE ATTENTION.**

This letter and the accompanying instruction form should be read together with the offer document to Idox Shareholders dated 15 January 2026 (the “Offer Document”) which contains further details of the Acquisition and the Takeover Offer (each as defined below) referred to in this letter.

The contents of this letter and the accompanying instruction form are not to be construed as legal, financial or tax advice. If you are in any doubt about the Acquisition, the contents of this letter or the action you should take, you are recommended to seek your own personal financial advice immediately from your stockbroker, bank manager, accountant or other independent financial adviser authorised under the Financial Services and Markets Act 2000 (as amended), if you are in the United Kingdom, or from another appropriately authorised independent financial adviser if you are taking advice in a territory outside the United Kingdom.

The Offer Document can be found on the offer microsite on Idox’s website at <https://www.idoxgroup.com/investors/firm-offer-for-idox-plc/>. Any capitalised terms not defined in this letter have the meaning given to them in the Offer Document.

If you have any questions on this letter, other than those relating to legal, financial or tax advice, you should consult the Company Secretary at [companysecretary@idoxgroup.com](mailto:companysecretary@idoxgroup.com).

**Idox plc (“Idox”)**

Unit 5, Woking 8  
Forsyth Road  
Woking  
Surrey  
United Kingdom  
GU21 5SB

**Frankel UK Bidco Limited (“Frankel”)**

Suite 1, 7th Floor  
50 Broadway  
London  
United Kingdom  
SW1H 0DB

**To: The holders of options granted under the Idox plc LTIP 2019 and the Idox plc Long Term Incentive Plan 2023 (each an “LTIP” and, together, the “LTIPs”)**

16 January 2026

Dear LTIP participant

**Recommended cash acquisition of Idox by Frankel by way of Takeover Offer**

On 28 October 2025, the boards of directors of Idox and Frankel announced that they had agreed the terms of a recommended cash offer pursuant to which Frankel, a newly formed entity to be controlled by funds managed and/or advised by Long Path Partners, LP or its affiliates, will acquire the entire issued and to be issued share capital of Idox (the “**Acquisition**”).

The Acquisition was originally intended to be implemented by way of a Court-sanctioned scheme of arrangement under Part 26 of the Companies Act (a “**Scheme**”). The document in relation to the proposed Scheme was posted to Idox Shareholders on 20 November 2025.

Idox and Frankel remain of the view that the terms of the Acquisition are in the best interests of Idox Shareholders as a whole. Therefore, as was announced by the Idox Directors and Frankel on 5 January 2026, in order to increase the likelihood of the Acquisition taking place, Frankel has determined, with the consent of Idox and the Takeover Panel, instead to implement the Acquisition by way of a recommended takeover offer (as defined in section 974 of the Companies Act) (the “**Takeover Offer**”), rather than by way of a Scheme. The Acquisition of Idox by way of the Takeover Offer has the consent of Idox and the Takeover Panel and is unanimously recommended by the Idox Directors.

Please read everything in this letter, its appendices and the Instruction Form carefully. Their contents are very important.

**IMPORTANT** – if you have previously submitted an Instruction Form advising Idox that you wished to accept the proposal that was made to you in respect of your LTIP award(s) in connection with the Scheme, that previous Instruction Form will have no effect. If you wish to accept the new Proposal (as defined below) that is being made to you now as a participant in the LTIP(s) and in connection with the Takeover Offer as set out in the terms of this letter, you **must** submit a new Instruction Form **by no later than 5.00 p.m. (UK time) on 13 March 2026.**

This letter supersedes and replaces the letter that was sent to you and other LTIP participants on 20 November 2025.

### **1. Why am I receiving this letter?**

The purpose of this letter is to explain the effect of the Acquisition on the options granted to you under the LTIP(s) (your “**Options**”) and the proposal now being made to you in relation to those Options in connection with the Takeover Offer (the “**Proposal**”).

**IMPORTANT** – this letter does not apply to any options or awards over Idox Shares which have been granted to you by Idox under any share incentive plans or arrangements other than the LTIP(s) nor to any Idox Shares you already own – you will receive a separate letter in relation to such other options or awards, or other Idox Shares, if applicable to you.

If you are in any doubt about what you should do, you should get advice from an independent and appropriately authorised financial adviser.

### **2. How does the Acquisition work?**

It is now intended that the Acquisition will be effected by way of the Takeover Offer. Under the terms of the Takeover Offer, Idox Shareholders who accept the Takeover Offer in respect of their Idox Shares will receive:

**71.5 pence in cash for each Idox Share**

(the “**Cash Consideration**”). This is the same amount that Idox Shareholders would have received in connection with the Acquisition had it proceeded by way of a Scheme.

More information about the Acquisition is set out in the Offer Document.

### **3. When will the Acquisition take place?**

The Takeover Offer will initially be open for acceptance up until 1.00 p.m. (UK time) on 16 March 2026 (the “**Acceptance Deadline**”), subject to any extension, acceleration or suspension of the Takeover Offer timetable in accordance with the Takeover Code and/or applicable law.

The Acquisition is conditional on, amongst other things, valid acceptances being received (and not validly withdrawn) by the Acceptance Deadline (or such later date(s) and time(s) as Frankel may, subject to the rules of the Takeover Code and with the consent of the Takeover Panel, decide) in respect of such number of Idox Shares as, together with any Idox Shares acquired or unconditionally agreed to be acquired during the Offer Period, will result in Frankel holding Idox Shares carrying in aggregate more than 50 per cent. of the voting rights normally exercisable at general meetings of Idox including (to the extent required by the Takeover Panel for this purpose) any such voting rights attaching to any Idox Shares that are unconditionally allotted but not issued before the Takeover Offer becomes Unconditional (the “**Acceptance Condition**”). Unless the Takeover Panel agrees otherwise, the Acceptance Condition shall only be capable of being satisfied when all other conditions have been satisfied or waived.

On the date on which the Acceptance Condition is met and the other applicable conditions are met (or, where applicable, are waived) (the “**Unconditional Date**”), any Idox Shareholders who have accepted the Takeover Offer will sell their Idox Shares to Frankel for the Cash Consideration.

#### 4. What is the effect of the Acquisition on my Options?

Any Options that you hold which have not already vested in accordance with their terms (“**Unvested Options**”) will vest and become exercisable immediately upon the Unconditional Date. Any Options that you hold which have already vested in accordance with their terms (“**Vested Options**”) may be exercised in connection with the Acquisition at any time prior to the Unconditional Date. In either case, you are entitled to submit conditional exercise instructions in respect of your Options which will take effect upon the Unconditional Date. If any of your Options are not exercised by you by the Unconditional Date, they will lapse and cease to be exercisable by you and you will no longer have a right to acquire Idox Shares in connection with your Options, whether such Options are Vested Options or Unvested Options.

Your Options will be exercisable in connection with the Acquisition over the number of Idox Shares which have been determined by the Remuneration Committee of the board of directors of Idox (the “**Remuneration Committee**”) to have vested, either by reference to the extent to which the applicable performance conditions were met at the end of the relevant performance period (in the case of Vested Options) or by reference to the Remuneration Committee’s assessment of the extent to which the applicable performance conditions have been met at the Unconditional Date and taking account of the Acquisition and the Cash Consideration (in the case of Unvested Options). An overview of the number of Idox Shares which have already vested in connection with your Vested Options, and the number of Idox Shares which will vest in connection with your Unvested Options when the Takeover Offer becomes unconditional, and which you can acquire on the exercise of your Options (your “**Option Shares**”), can be requested from the Company Secretary at [companysecretary@idoxgroup.com](mailto:companysecretary@idoxgroup.com).

If the Acquisition does not proceed for any reason, the Remuneration Committee’s determination of the extent to which any Unvested Options will vest in connection with the Acquisition will be of no effect and your Unvested Options will vest in the ordinary course and subject to the extent to which any applicable performance conditions are satisfied on their normal vesting date.

#### 5. What is the Proposal under this letter/the Instruction Form?

The Proposal is that you agree to exercise your Options (to the extent that they have not already been exercised by you) over the full number of vested Option Shares, with such exercise becoming effective immediately upon the Unconditional Date, and then participate in the Acquisition in respect of the Option Shares that you acquire on exercise of your Options. You are not required to make any payments to accept the Proposal or to exercise your Options. If you exercise your Options under this Proposal, the Option Shares acquired by you on exercise of your Options will be acquired by Frankel pursuant to the Takeover Offer in the same way as other Idox Shares and you will receive the Cash Consideration on the same basis as other Idox Shareholders.

If you accept the Proposal, the member of the Idox Group which is (or was) your employer will deliver the Cash Consideration to you via payroll subject to any deductions on account of the Tax Liability (as defined in paragraph 12 (*‘What about tax?’*) below) which arises on the exercise of your Options and acquisition of your Option Shares– this is referred to as ‘cashless exercise’. The ‘cashless exercise’ facility means that you will not have to fund your Tax Liability in advance of the exercise of your Options and you receiving the Cash Consideration for the sale of your Option Shares.

If you wish to accept the Proposal and exercise your Options to the fullest extent possible and participate in the Acquisition in respect of any Idox Shares acquired in connection with your Options, **you should complete, sign and submit the enclosed instruction form (the “Instruction Form”). You must return your Instruction Form to the Company Secretary by email at [companysecretary@idoxgroup.com](mailto:companysecretary@idoxgroup.com) or in hard copy to First Floor, The Grosvenor Building, 72 Gordon Street, Glasgow G1 3RS by no later than 5.00 p.m. (UK time) on 13 March 2026.** If you do so, the exercise of your Options will take effect immediately on the Unconditional Date.

The Proposal is conditional only on the Acceptance Condition and the other applicable Conditions to the Offer (as set out in Part A of Appendix I (*Conditions to and Further Terms of the Acquisition*) of the Offer Document) being satisfied (or, if capable of waiver, waived). The Proposal is not conditional on any particular level of acceptances or any approvals from participants in the LTIPs.

**6. When will I receive the Cash Consideration for my Option Shares under the Proposal?**

If you accept the Proposal, the Cash Consideration that you receive for the transfer of your Option Shares to Frankel as part of the Acquisition will be paid to you as soon as is reasonably practicable following the Unconditional Date.

The Cash Consideration will be paid by Frankel to the Company, in order for the Company (or, if different, the member of the Idox Group which is (or was) your employer) to deliver the Cash Consideration to you via payroll subject to any deductions on account of the tax liability which arises on the exercise of your Options and acquisition of your Option Shares (which is discussed further at paragraph 12 (*‘What about tax?’*) below).

**7. What happens if I leave the Idox Group?**

This letter assumes that you remain in employment with the Idox Group until the Unconditional Date. If you leave the Idox Group before that date, the leaver provisions under the relevant LTIP will apply in the normal way. You will be contacted separately to explain if your leaving will have any impact on the choice you have made on the Instruction Form and how long you will have to exercise your Options, if at all.

**8. What happens if the Acquisition does not go ahead?**

If the Takeover Offer does not go ahead for any reason, then your Options will continue as normal in accordance with their terms and any instruction you have given regarding the Proposal will be disregarded. Any decision of the Remuneration Committee as to the extent to which any Unvested Options will vest and become exercisable will not apply and any Unvested Options will vest and become exercisable in the normal way at the end of the applicable performance period and by reference to the extent to which the applicable performance conditions have been met at the end of such period.

**9. What happens if I do not want to accept the Proposal?**

If you do not wish to accept the Proposal by submitting the Instruction Form, you have two choices:

Choice 1:

You can write to the Company and request that your Options are exercised in the normal way and in accordance with their terms (subject to any applicable dealing restrictions). If you wish to exercise your Options outside the Proposal, you should contact the Company Secretary at [companysecretary@idoxgroup.com](mailto:companysecretary@idoxgroup.com) as soon as possible and prior to 5.00 p.m. (UK time) on 13 March 2026.

If you choose to exercise your Options outside of the Proposal, you will not be able to take advantage of the ‘cashless exercise’ facility which is referred to in paragraph 5 (*‘What is the Proposal under this letter/the Instruction Form?’*) above. You will instead be required to fund your Tax Liability (as defined in paragraph 12 (*‘What about tax?’*) below) by delivering an amount equal to your Tax Liability to the Company in advance of the exercise of your Options. Your Options cannot be exercised unless and until you have provided the Company with such amount in cleared funds.

Following the exercise outside of the Proposal, you will acquire the Idox Shares and will be entitled to accept the Takeover Offer in respect of those Idox Shares in the same way as other Idox Shareholders. The Company Secretary will provide you with the details of the amount of your Tax Liability which you are required to fund, and the bank account into which such amount must be paid by you.

***If you intend to exercise your Options outside of the Proposal and not accept the Offer, it is strongly recommended that you review section 13 of Part 1 of the Offer Document which provides information on the consequences of holding Idox Shares following the Unconditional Date.***

Choice 2:

Take no further action, the consequences of which are set out in paragraph 11 (*‘What happens if I do nothing’*).

#### **10. What should I do next?**

To accept the Proposal, you should complete and sign the attached Instruction Form and return it to the Company Secretary by email to [companysecretary@idoxgroup.com](mailto:companysecretary@idoxgroup.com) or in hard copy to First Floor, The Grosvenor Building, 72 Gordon Street, Glasgow G1 3RS by **no later than 5.00 p.m. (UK time) on 13 March 2026.**

#### **11. What happens if I do nothing?**

If you do nothing in relation to your Options, and the Takeover Offer becomes unconditional, your Options will lapse on the Unconditional Date and you will cease to have any right or entitlement to acquire Option Shares in connection with them.

#### **12. What about tax?**

**The below is a high-level summary of the expected tax treatment in relation to the exercise of your Options and sale of the Option Shares that you acquire on such exercise, based on applicable UK law as at 15 January 2026. It is provided for information purposes only and is not a definitive statement of your tax position – it does not take into account your personal circumstances. If you are in any doubt about your tax position, or if you are tax resident in any tax jurisdiction other than the UK, you should contact an appropriately qualified financial adviser.**

If you accept the Proposal, a liability to income tax and employee National Insurance contributions will arise on the exercise of your Options and acquisition of your Option Shares (the “**Tax Liability**”). Your Tax Liability will be payable on the aggregate value of the Option Shares you receive on exercise (as determined by reference to the Cash Consideration that is payable for the Idox Shares as part of the Acquisition). The exact amount of your Tax Liability will depend on your own particular circumstances and the marginal rate that is applicable to you.

Your employer will be obliged to account to HM Revenue & Customs (“**HMRC**”) for your Tax Liability on your behalf. If you accept the Proposal, you will authorise Frankel to transfer your Cash Consideration to Idox. Idox (or, if different, the member of the Idox Group that is (or was) your employer) will then pay the Cash Consideration to you via payroll, subject to deduction of an amount equal to your Tax Liability which it will account for to HMRC.

If you exercise your Options otherwise than by accepting the Proposal, you will be required to separately fund your Tax Liability.

If you exercise your Options by accepting the Proposal, no liability to capital gains tax would be expected to arise on the transfer of the Option Shares to Frankel for the Cash Consideration.

You should be aware that if you own other Idox Shares (other than the Option Shares you acquire from exercising your Options in accordance with the Proposal) that are sold as part of the Acquisition there are complex CGT rules that may apply and which may require the pooling of your base cost across all of your shareholdings.

You should take independent tax advice in relation to your potential CGT liabilities. You will be required to report all applicable disposals of Idox Shares in your annual self-assessment tax return for the tax year in which the disposal of your Idox Shares occurs.

**Neither Idox and its officers and employees nor Frankel and its officers and employees may provide you with any legal, tax or financial advice. If you are in any doubt as to the action you should take you should seek your own financial advice from an independent professional adviser as soon as possible.**

#### **13. Where can I get further information?**

If you have any queries in relation to this letter, you should contact the Company Secretary at [companysecretary@idoxgroup.com](mailto:companysecretary@idoxgroup.com) without delay. However, please note that neither the Company

Secretary, Idox and its officers and employees nor Frankel and its officers and employees may provide you with any legal, tax or financial advice.

Nothing in this letter shall be construed as investment advice or any investment recommendation given by or on behalf of Idox, Frankel or any other person.

#### **14. Recommendation from Idox Directors**

The Idox Directors, who have been so advised by N.M. Rothschild & Sons Limited (“**Rothschild & Co**”) as to the financial terms of the Proposal, consider the terms of the Proposal to be fair and reasonable in the context of the Acquisition. Rothschild & Co is providing independent financial advice to the Idox Directors for the purposes of Rule 15.2(a) of the Takeover Code. In providing its advice to the Idox Directors, Rothschild & Co has taken into account the commercial assessments of the Idox Directors.

**The Idox Directors recommend that you accept the Proposal. You should consider your own personal circumstances, including your tax position, when deciding whether to accept the Proposal.**

Yours sincerely

**Christopher Stone**  
**Non-Executive Chairman**  
**Idox plc**

**William Brennan**  
**Director**  
**Frankel UK Bidco Limited**

## **NOTES**

1. The Idox Directors, whose names are set out in paragraph 2(a) of Appendix IV of the Offer Document, accept responsibility for the information contained in this letter (including any expressions of opinion) other than the information for which responsibility is taken by others pursuant to paragraph 1 of Appendix IV of the Offer Document. To the best of the knowledge and belief of the Idox Directors (who have taken all reasonable care to ensure that such is the case) the information contained in this letter for which they accept responsibility is in accordance with the facts and does not omit anything likely to affect the import of such information.
2. The Frankel Directors (whose names are set out in paragraph 2(b) of Appendix IV of the Offer Document), and the Long Path Responsible Persons (whose names are set out in paragraph 2(c) of Appendix IV of the Offer Document), each accept responsibility for the information contained in this letter relating to them (and their close relatives, related trusts and other persons connected with them), the Long Path Funds, Frankel and the Frankel Group. To the best of the knowledge and belief of the Frankel Directors (who have taken all reasonable care to ensure that such is the case) the information contained in this letter (including any expressions of opinion) for which they accept responsibility is in accordance with the facts and does not omit anything likely to affect the import of such information.
3. This letter is governed by and shall be construed in accordance with English law.
4. Your Options are governed by the rules of the relevant LTIP and the applicable legislation. If there is any inconsistency between those rules and the applicable legislation and this letter, the rules and such legislation will prevail.
5. Accidental omission to despatch this letter to, or any failure to receive the same by, any person to whom the Proposal is made or should be made, will not invalidate the Proposal in any way. Receipt of documents will not be acknowledged and documents will be despatched at your own risk by post.
6. Rothschild & Co, which is authorised and regulated by the FCA in the United Kingdom, is acting as lead financial adviser to Idox and no one else in connection with the matters described in this letter and will not be responsible to anyone other than Idox for providing the protections afforded to its clients nor for providing advice in connection with any matter referred to in this letter. Neither Rothschild & Co, nor any of its affiliates (nor their respective directors, officers, employees or agents) owes or accepts any duty, liability or responsibility whatsoever (whether direct or indirect, whether in contract, in tort, under statute or otherwise) to any person who is not a client of Rothschild & Co in connection with this letter, any statement contained in this letter, the Acquisition or otherwise.
7. Rothschild & Co has given, and not withdrawn, its consent to the inclusion of its advice in this letter in the form and context in which it is included.
8. A copy of this letter will be available, subject to certain restrictions relating to persons resident in Restricted Jurisdictions on the offer microsite on Idox's website at <https://www.idoxgroup.com/investors/firm-offer-for-idox-plc>. For the avoidance of doubt, the contents of those websites are not incorporated into and do not form part of this letter.
9. The release, publication or distribution of this letter and any accompanying documents (in whole or in part) in or into jurisdictions other than the United Kingdom may be restricted by law and therefore any persons who are subject to the laws of any jurisdiction other than the United Kingdom should inform themselves about, and observe, any applicable legal or regulatory requirements. Any failure to comply with the applicable restrictions may constitute a violation of the securities laws of such jurisdiction. To the fullest extent permitted by applicable law, the companies and persons involved in the Acquisition disclaim any responsibility or liability for the violation of such restrictions by any person.
10. Neither this letter nor any of the accompanying documents do or are intended to constitute or form part of any offer or invitation to purchase, otherwise acquire, subscribe for, sell or otherwise dispose of, any securities or the solicitation of any vote or approval pursuant to the Takeover Offer or otherwise, in any jurisdiction in which such offer, invitation or solicitation is unlawful.

## THIS FORM IS IMPORTANT AND REQUIRES YOUR IMMEDIATE ATTENTION

The contents of this letter are not to be construed as legal, business, financial or tax advice. If you are in any doubt as to the action you should take, you are recommended to seek your own personal financial advice immediately from your stockbroker, bank manager, accountant or other independent financial adviser authorised under the Financial Services and Markets Act 2000 (as amended), if you are in the United Kingdom, or from another appropriately authorised independent financial adviser if you are taking advice in a territory outside the United Kingdom.

This instruction form (“**Instruction Form**”) should be read in conjunction with the accompanying letter from Idox plc (“**Idox**”) and Frankel UK Bidco Limited (“**Frankel**”) dated 15 January 2026 (“**Letter**”) and the Offer Document dated 15 January 2026. Words and expressions defined in the Letter and the Offer Document shall have the same meaning in this Instruction Form unless the context otherwise requires.

### INSTRUCTION FORM – LTIPS

If you wish to accept the Proposal, please:

- complete your personal information in the space indicated below;
- sign at the end of this Instruction Form in the presence of a witness in accordance with the instructions set out below; and
- return the Instruction Form to the Company Secretary by email to [companysecretary@idoxgroup.com](mailto:companysecretary@idoxgroup.com) or in hard copy to First Floor, The Grosvenor Building, 72 Gordon Street, Glasgow G1 3RS so that it is received by no later than 5.00 p.m. (UK time) on 13 March 2026.
- You will be informed by either Idox or Frankel if this deadline is changed for any reason.
- Please keep a copy of your completed Instruction Form for your records.

If you wish to take any other action in relation to your Options or have any questions that relate to your Options or this Instruction Form, please contact the Company Secretary at [companysecretary@idoxgroup.com](mailto:companysecretary@idoxgroup.com) as soon as possible and, in any event, by no later than 5.00 p.m. (UK time) on 13 March 2026.

To: The Directors, Idox plc (incorporated under the laws of England and Wales with registered number 03984070) whose registered office is at Unit 5, Woking 8, Forsyth Road, Woking, Surrey, United Kingdom, GU21 5SB.

The Directors, Frankel UK Bidco Limited (incorporated under the laws of England and Wales with registered number 16802556), whose registered office is at Suite 1, 7th Floor 50 Broadway, London, United Kingdom, SW1H 0DB.

From: *Please insert your full name and address in the boxes below.*

Name	
Address	

1. By completing, executing and returning this Instruction Form, I hereby:
  - 1.1 confirm that I have received and read the Offer Document, the Letter and this Instruction Form and have understood them;
  - 1.2 confirm that I am the holder of outstanding Options and that I am entitled to exercise such Options;
  - 1.3 irrevocably and unconditionally accept the Proposal and agree to, exercise my Options immediately and conditionally upon the Takeover Offer becoming or being declared unconditional;
  - 1.4 understand that the Idox Shares I acquire on the exercise of my Options will be acquired by Frankel under the terms of the Takeover Offer;
  - 1.5 understand that this Instruction Form and the instructions given by me pursuant to it supersede and replace any instructions previously given by me in connection with my Options;
  - 1.6 irrevocably appoint any director of Idox from time to time to be my true and lawful attorney (“**Attorney**”) with full power and authority in my name and on my behalf to approve, sign, execute (as a deed or otherwise) and deliver any document and do any act or thing which the Attorney, in their absolute and unfettered discretion, considers necessary or desirable in order to give effect to my instructions on this Instruction Form or otherwise in connection with the Acquisition. The Attorney has the full power to appoint in writing a substitute to act as my Attorney for these purposes. All powers of attorney and authorities conferred by this Instruction Form are given by way of security for the performance of my obligations and are irrevocable in accordance with section 4 of the Powers of Attorney Act 1971. I confirm and accept that the execution of this Instruction Form constitutes my undertaking to ratify and confirm any action properly taken on my behalf by my Attorney appointed under this Instruction Form;
  - 1.7 if applicable to me, request clearance under any share dealing code adopted by Idox to undertake the dealings constituted by my instructions in this Instruction Form and I understand that my Instruction Form will be of no effect to the extent that clearance is not given. Idox may treat me as having given it notice of those dealings from the date on which they take effect;
  - 1.8 acknowledge that nothing in this Instruction Form shall extend the period of exercise of my Options and if my Options have lapsed or lapse or are exercised or have been exercised before the exercise takes effect pursuant to this Instruction Form (see paragraph 1.3 above), completion of this Instruction Form will be of no effect in respect of such Options;
  - 1.9 acknowledge and confirm that the Option Shares acquired under the Proposal will be acquired by Frankel on the terms of the Acquisition in consideration for the payment to me of an amount equal to the Cash Consideration per Option Share;
  - 1.10 waive my right to a share certificate in respect of the Idox Shares acquired following the exercise of my Options;
  - 1.11 authorise and direct, if Idox so determines, for the legal title to the Idox Shares to be held in the name of a nominee designated by Idox and held on my behalf;
  - 1.12 indemnify Idox, my employer (or, where relevant, former employer) and Frankel against any Tax Liability;
  - 1.13 subject to the Takeover Offer becoming or being declared Unconditional, authorise:
    - 1.13.1 Frankel to transfer and remit my Cash Consideration to Idox;
    - 1.13.2 Idox (or any member of the Idox Group that is (or was) my employer) to deduct from such amount of the Cash Consideration that it receives from Frankel in accordance with paragraph 1.13.1 above an amount equal to my Tax Liability and to remit the withheld amount to HMRC (or any other relevant tax authority) on my behalf; and

- 1.13.3 Idox (or any member of the Idox Group that is (or was) my employer) to remit the balance of the Cash Consideration, after the deduction of any amounts referred to in paragraph 1.13.2 above and any other amounts that are required to be deducted by law, to me via payroll;
- 1.14 confirm that the decisions which I have made on the Instruction Form are irrevocable and cannot be withdrawn or altered except with the agreement of Idox and Frankel;
- 1.15 agree that if I submit multiple Instruction Forms, only the initial Instruction Form that is received will have effect. Any subsequent Instruction Forms that are received will be disregarded and of no effect;
- 1.16 agree that this Instruction Form will be of no effect unless it is (i) duly completed and (ii) received by Idox **by no later than 5.00 p.m. (UK time) on 13 March 2026**. However, I understand that Idox and Frankel reserve the right, at their discretion, to accept an Instruction Form which is incorrectly completed and/or received after this time;
- 1.17 accept that documents or payments sent by, to or from me in connection with my Options will be sent at my own risk to the address shown on the Instruction Form;
- 1.18 acknowledge that neither Idox nor Frankel will be responsible for any consequential loss if the Instruction Form is incorrectly completed or where it has not been possible to obtain clarification of my instructions or where the Instruction Form is delayed or fails to arrive;
- 1.19 acknowledge that if the Takeover Offer does not become (or is not declared to be) Unconditional by the Acceptance Deadline (or any later date and time which is notified by Frankel, in accordance with the Takeover Code and with the consent of the Takeover Panel), this Instruction Form will have no effect and I acknowledge that my Options will continue in the ordinary course in accordance with the rules of the relevant LTIP;
- 1.20 subject to the above, confirm that I have no further entitlement to the Options or Idox Shares under the LTIPs and I hereby waive all rights and / or claims I have (current, present or future) in respect of the Options (other than the rights pursuant to this Instruction Form);
- 1.21 undertake that (other than pursuant to the Acquisition) I will not sell, transfer, charge, mortgage or grant any third-party interest over the Option Shares;
- 1.22 understand that, to the extent any of my Options are not exercised by the date of the Takeover Offer becoming or being declared to be Unconditional, my Options will lapse; and
- 1.23 understand and acknowledge that if any of my Options have lapsed, completion of this Instruction Form will be of no effect in respect of such lapsed Options.
2. This Instruction Form shall be governed by and construed under English law and each of the parties to this Instruction Form agrees to submit to the exclusive jurisdiction of the courts of England and Wales as regards any claim or matter arising under it (including non-contractual claims or disputes).

**EXECUTED AND DELIVERED AS A  
DEED by**

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\_\_\_\_\_  
(please print your name)  
in the presence of:

\_\_\_\_\_

Witness signature

\_\_\_\_\_

Witness name

\_\_\_\_\_

Witness address

\_\_\_\_\_

\_\_\_\_\_

Witness occupation

Date: \_\_\_\_\_

PLEASE NOTE THAT YOUR SIGNATURE MUST BE WITNESSED BY SOMEONE OVER THE AGE OF 18, WHO IS NOT YOUR SPOUSE/CIVIL PARTNER OR OTHERWISE RELATED TO YOU AND WHO IS PHYSICALLY PRESENT WHEN YOU SIGN THIS INSTRUCTION FORM.

#### **General Notes**

Signing and returning this Instruction Form is your confirmation that you want to accept the Proposal and agree to the terms of the Letter and this Instruction Form. It is important that you read these documents carefully.

**IF YOU WISH TO ACCEPT THE PROPOSAL, YOU MUST NOW SEND THIS INSTRUCTION FORM DULY COMPLETED TO THE COMPANY SECRETARY BY EMAIL TO COMPANYSECRETARY@IDOXGROUP.COM OR IN HARD COPY TO FIRST FLOOR, THE GROSVENOR BUILDING, 72 GORDON STREET, GLASGOW G1 3RS AS SOON AS POSSIBLE AND IN ANY EVENT SO AS TO BE RECEIVED BY NO LATER THAN 5.00 P.M. (UK TIME) ON 13 MARCH 2026.**

