

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 scheme circular to Idox Shareholders dated 20 November 2025 (the “Scheme Document”) which contains further details of the Acquisition and the Scheme (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 Scheme Document can be found on the offer microsite on Idox’s website at <https://www.idoxgroup.com/investors/firm-offer-for-idox-plc/>.

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.

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 holder of an option granted under the Share Option Plan (the “Option Plan”)

20 November 2025

Dear option holder

Recommended cash acquisition of Idox by Frankel

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**”).

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

Any capitalised terms not defined in this letter have the meaning given to them in the Scheme Document.

1. Why am I receiving this letter?

The purpose of this letter is to explain the effect of the Acquisition on the option granted to you under the Option Plan (your “**Option**”) and the proposal being made to you in relation to that Option (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 Option Plan 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?

The Acquisition will be implemented by way of a Court-sanctioned scheme of arrangement between Idox and the Scheme Shareholders under Part 26 of the Companies Act (the “**Scheme**”). The purpose of the Scheme is to provide for Frankel to become owner of the whole of the issued and to be issued share capital of Idox.

Under the terms of the Acquisition, which are subject to the terms and conditions set out in Part Three of the Scheme Document, each Scheme Shareholder will receive:

71.5 pence in cash for each Idox Share

(the “**Cash Consideration**”).

In order to become effective, the Scheme must be approved by the Idox Shareholders and sanctioned by the Court (“**Court Sanction**”) and certain other Conditions applicable to the Acquisition (as outlined in Part Three of the Scheme Document) must be met (or, if capable of waiver, waived).

If the Scheme is approved by the Idox Shareholders and sanctioned by the Court, and all the Conditions are satisfied (or, if capable of waiver, waived), the Scheme will be binding on all Scheme Shareholders and the Scheme Shares will be transferred to Frankel, in consideration for which Scheme Shareholders will receive the Cash Consideration. Following the transfer of the Scheme Shares to Frankel, Frankel will own Idox.

Further details on the Scheme and the Conditions which are applicable to the Acquisition are set out in the Scheme Document, which should be read alongside this letter.

3. When will the Acquisition take place?

The timing of the Acquisition will depend on a number of factors, including approval of the Scheme by the Idox Shareholders, Court Sanction, and the satisfaction (or, if capable of waiver, the waiver) of the Conditions. An expected timeline of key events relating to the Acquisition is set out on page 11 of the Scheme Document.

It is currently expected that Court Sanction will take place before the end of Q1 2026. The date on which the Acquisition becomes effective (the “**Effective Date**”) will be the Business Day following Court Sanction. **These dates are indicative only** and will depend, among other things, on the date upon which: (i) the Conditions are satisfied or (if capable of waiver) waived; (ii) Court Sanction occurs; and (iii) the Court Order is delivered to the Registrar of Companies. If any of the expected times and/or dates above change, the revised times and/or dates will be notified to Idox Shareholders by announcement through a Regulatory Information Service with such announcement being made available on Idox’s website at <https://www.idoxgroup.com/investors/regulatory-news/>.

If the Scheme becomes effective in accordance with its terms, any Idox Shares in issue at a time known as the “**Scheme Record Time**” will automatically be sold to Frankel under the terms of the Scheme and in return the Scheme Shareholders will receive the Cash Consideration for their Idox Shares. The Scheme Record Time is currently expected to be 6.00 p.m. (UK time) on the date of Court Sanction.

4. What is the effect of the Acquisition on my Option?

Your Option has already vested in accordance with its terms and may be exercised by you over the full number of Idox Shares to which it relates in connection with the Acquisition. You are entitled to submit conditional exercise instructions in respect of your Option which will take effect conditionally upon Court Sanction. If your Option is not exercised by you prior to the Effective Date, it will remain exercisable for a period of six months from the Effective Date and, to the extent that it is unexercised at the end of such six-month period, it 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 Option.

An overview of the number of Idox Shares you can acquire on the exercise of your Option (your “**Option Shares**”) can be requested from the Company Secretary at companysecretary@idoxgroup.com. If the Acquisition does not proceed for any reason, your Option shall remain unaffected and capable of exercise by you in accordance with its terms and in the normal manner.

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

The Proposal is that you agree to exercise your Option over the full number of Option Shares, with such exercise becoming effective immediately after Court Sanction, and then participate in the Acquisition in respect of the Option Shares that you acquire on exercise of your Option.

If you choose to exercise your Option under this Proposal, the Option Shares acquired by you on exercise of your Option will be acquired by Frankel pursuant to the Scheme in the same way as other Idox Shares and you will receive the Cash Consideration on the same basis as other Idox Shareholders.

In order to accept the Proposal and exercise your Option, you will be required to pay the aggregate exercise price which is applicable to your Option (the “**Exercise Price**”). By accepting the Proposal, you will authorise Idox to deduct an amount equal to the Exercise Price from the Cash Consideration that is payable to you for your Option Shares – you will therefore not need to make any payment to Idox on account of your obligation to pay the Exercise Price.

If you wish to accept the Proposal and exercise your Option to the fullest extent possible and participate in the Acquisition in respect of any Idox Shares acquired in connection with your Option, **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 or in hard copy to First Floor, The Grosvenor Building, 72 Gordon Street, Glasgow G1 3RS by no later than 5 p.m. (UK time) on 12 December 2025.** If you do so, the exercise of your Option will take effect immediately upon Court Sanction.

The Proposal is conditional only on approval of the Acquisition by Idox Shareholders, Court Sanction, and the Conditions 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 Option Plan.

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 Effective Date through the process outlined in the next paragraph.

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 Exercise Price and any Tax Liability (as defined at paragraph 12) which arises on the exercise of your Option 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 Court Sanction. If you leave the Idox Group before that date the leaver provisions under the Option Plan 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 Option, if at all.

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

If the Scheme does not go ahead for any reason, then your Option will continue as normal in accordance with their terms and any instruction you have given regarding the Proposal will be disregarded. Your Option will remain exercisable in the normal way in accordance with its terms.

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

If you do not accept the Proposal by submitting the Instruction Form and you have not otherwise exercised your Option prior to Court Sanction, your Option will remain exercisable for a period of six months from the Effective Date. If you have not exercised your Option by the end of such six-month period, your Option will lapse on such six-month anniversary of the Effective Date and you will no longer be able to acquire Option Shares in connection with your Option.

You do not have to accept the Proposal and can (subject to any applicable dealing restrictions) exercise your Option in the normal way and in accordance with its terms, either before Court Sanction or within the six-month period after the Effective Date. If you do not accept the Proposal, and instead exercise your Option before Court Sanction or within six months of the Effective Date, you would be required to fund the Exercise Price and your Tax Liability (as defined in paragraph 12 (*'What about tax?'*) below) in cash and in advance of exercise accordance with the rules of the Option Plan. Following such exercise, you would acquire the Option Shares.

If you exercise your Option in advance of Court Sanction then, if the Scheme is sanctioned by the Court and the Acquisition occurs, your Option Shares will be acquired to Frankel under the Scheme.

If you exercise your Option within the six-month period after the Effective Date, you should note that it is proposed that Idox's articles of association are amended at the General Meeting in order to provide that, if the Scheme becomes Effective, any Idox Shares issued to any person after the Scheme Record Time will be automatically transferred to Frankel in consideration for the payment by Frankel to such persons of 71.5 pence in cash for each Idox Share so transferred.

Therefore, if you do not accept the Proposal and choose to exercise your Option at any other time (whether before Court Sanction or within the six-month period after the Effective Date), you would receive the same Cash Consideration as you would have received had you accepted the Proposal. However, you would be required to fund the Exercise Price and your Tax Liability in advance of exercise and from your own resources.

If you wish to exercise your Option outside the Proposal, you should contact the Company Secretary at companysecretary@idoxgroup.com as soon as possible.

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 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 12 December 2025**.

11. What happens if I do nothing?

If you do nothing in relation to your Option, and the Scheme becomes effective, your Option will lapse and you will cease to have any right or entitlement to acquire Option Shares in connection with them on the six-month anniversary of the Effective Date.

12. What about tax?

The below is a high-level summary of the expected tax treatment in relation to the exercise of your Option and sale of the Option Shares that you acquire on such exercise, based on applicable UK law as at 20 November 2025. 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 Option 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), less the Exercise Price. 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 Option otherwise than by accepting the Proposal, you will be required to separately fund your Tax Liability.

If you exercise your Option 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 ones 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 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 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 2.1 of Part Seven of the Scheme 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 1.2 of Part Seven of the Scheme 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 2.2 of Part Seven of the Scheme Document), and the Long Path Responsible Persons (whose names are set out in paragraph 2.3 of Part Seven of the Scheme 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 Option is governed by the rules of the Option Plan 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. N.M. Rothschild & Sons Limited ("**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 Scheme 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 20 November 2025 (“**Letter**”) and the Scheme Document dated 20 November 2025. Words and expressions defined in the Letter and the Scheme Document shall have the same meaning in this Instruction Form unless the context otherwise requires.

INSTRUCTION FORM – OPTION PLAN

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 and in accordance with the instructions set out below; and
- return it 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 so that it is received by no later than 5.00 p.m. (UK time) on 12 December 2025.
- You will be informed by either Idox or Frankel if this deadline is changed for any reason.
- Please keep a copy of your completed Form of Instruction for your records.

If you wish to take any other action in relation to your Option or have any questions that relate to your Option or this Instruction Form, please contact the Company Secretary at companysecretary@idoxgroup.com as soon as possible and, in any event, by no later than 5.00 p.m. (UK time) on 12 December 2025.

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 Scheme Document, the Letter and this Instruction Form and have understood them;
 - 1.2 confirm that I am the holder of an outstanding Option and that I am entitled to exercise such Option;
 - 1.3 irrevocably and unconditionally accept the Proposal and agree to:
 - 1.3.1 to the fullest extent possible, exercise my Option immediately and conditionally upon Court Sanction;
 - 1.3.2 undertake to pay the Exercise Price to Idox, and authorise Idox to deduct from the Cash Consideration that is payable to me on my behalf an amount which is equal to the Exercise Price; and
 - 1.4 understand that the Idox Shares I acquire on the exercise of my Options will be acquired by Frankel under the Scheme;
 - 1.5 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;
 - 1.6 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;
 - 1.7 acknowledge that nothing in this Form of Instruction 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 Form of Instruction (see paragraph 1.3 above), completion of this Form of Instruction will be of no effect in respect of such Options;
 - 1.8 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;
 - 1.9 waive my right to a share certificate in respect of the Idox Shares acquired following the exercise of my Options;
 - 1.10 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 your behalf;
 - 1.11 indemnify Idox, my employer (or, where relevant, former employer) and Frankel against any Tax Liability;
 - 1.12 subject to the Scheme becoming effective, authorise:
 - 1.12.1 Frankel to transfer and remit my Cash Consideration to Idox;
 - 1.12.2 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 1.12.1 above an amount equal to the Exercise Price, and to apply the withheld amount in full and final satisfaction of my liability to pay the Exercise Price; and

- 1.12.3 Idox (or any member of the Idox Group that is (or was) my employer) to further deduct from such amount of the Cash Consideration that it receives from Frankel in accordance with paragraph 1.12.1 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
- 1.12.4 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 paragraphs 1.12.2 and 1.12.3 above and any other amounts that are required to be deducted by law, to me via payroll;
- 1.13 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;
- 1.14 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;
- 1.15 agree that this Instruction Form will be of no effect unless it is (i) duly completed and (ii) received **by no later than 5.00 p.m. (UK time) on 12 December 2025**. 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;
- 1.16 accept that documents or payments sent by, to or from me in connection with my Option will be sent at my own risk to the address shown on the Instruction Form;
- 1.17 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;
- 1.18 acknowledge that if the Court does not sanction the Scheme, this Instruction Form will have no effect and I acknowledge that my Option will continue in the ordinary course in accordance with the rules of the Option Plan;
- 1.19 subject to the above, confirm that I have no further entitlement to the Option or Idox Shares under the Option Plan and I hereby waive all rights and / or claims I have (current, present or future) in respect of the Option (other than the rights pursuant to this Instruction Form);
- 1.20 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;
- 1.21 understand that, to the extent my Option is not exercised by the date of the Scheme being Sanctioned by the Court, my Option will lapse; and
- 1.22 understand and acknowledge that if my Option has lapsed, completion of this Instruction Form will be of no effect in respect of such lapsed Option.
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 12 DECEMBER 2025.

