

From: The persons whose names and addresses are set out in rows (a) – (c) (inclusive) of column (1) of the table contained in Appendix 1 to this letter

(each, an “**FP Investor**” and together, the “**FP Investors**”)

To: White Bidco Limited  
Level 2 The Peak  
5 Wilton Road  
London  
United Kingdom SW1V 1AN

(the “**Offeror**”)

2 August 2023

## **Project Snow White: Equity Commitment Letter**

We are writing in relation to:

- 1.1 the potential cash offer (which is intended to be effected by way of a takeover offer pursuant to Chapter 3 of Part 28 of the Companies Act 2006 (the “**Act**”)) to be made by the Offeror to all shareholders of the UK public company code-named "Snow White", whose shares are admitted to trading on AIM (the “**Company**”), for the acquisition of all shares of the Company (other than any Company shares already held by the Offeror), in accordance with the City Code on Takeovers and Mergers (the “**Code**”) and to be made on the terms and subject to the conditions set out in the announcement made pursuant to Rule 2.7 of the Code (a draft copy of which is attached as Appendix 2 to this letter) (the “**Announcement**”), and/or as may be required under the Code and/or as may be agreed between the Company and the Offeror (such offer, together with all extensions, re-openings, increases, amendments and revisions thereof, the “**Offer**”); and
- 1.2 the cash confirmation letter dated on or around the date hereof and entered into between, amongst others, the parties to this letter and inter alia Canaccord Genuity (the “**Financial Adviser**”) in connection with the Offer.

This letter is being entered into by the parties in consideration of the making of the Offer and each party agrees that this letter will create rights and obligations between the parties to this letter.

We acknowledge that the Offeror intends to implement the Offer by way of a takeover offer pursuant to Chapter 3 of Part 28 of the Companies Act 2006 (a “**Takeover Offer**”) but may elect, with the consent of the Panel on Takeovers and Mergers (the “**Takeover Panel**”) to implement the Offer by way of a scheme of arrangement in accordance with Part 26 of the Act (a “**Scheme**”) and the provisions of this letter shall continue to apply in that event. In this letter, the "Effective Date" shall mean: (i) if the Offer is implemented by way of a Takeover Offer, the date on which the Takeover Offer becomes, or is declared, unconditional in all respects in accordance with the requirements of the Code; or (ii) if the

Offer is implemented by way of a Scheme, the date on which the Scheme becomes effective in accordance with its terms.

## 1. EQUITY COMMITMENT

1.1 For the purposes of this letter:

- (a) **“Equity Commitment Amount”** means an amount equal to the lesser of:
- (i) £92,679,946.88; and
  - (ii) such portion of the amount referred to in paragraph 1.1(a)(i) as is necessary to fully discharge, when taken together with the proceeds of the applicable debt facilities committed pursuant to the Interim Facilities Agreement (as such term is defined in the Announcement) for the purposes of the Offer, the Closing Payment Obligation (as defined below),

in each case which may be made in the form of ordinary equity, preferred equity, loans or other debt or equity securities;

- (b) **“Individual Equity Commitment Amount”** means, in respect of each FP Investor, its Individual Equity Proportion of the Equity Commitment Amount; and
- (c) **“Individual Equity Proportion”** means, in respect of each FP Investor, the percentage set out opposite its name in column (2) of the table set out in Appendix 1 to this letter.

1.2 Subject to the provisions of paragraph 4, each FP Investor hereby severally (and not jointly nor jointly and severally) and irrevocably undertakes to the Offeror to procure that on the date (such date, the **“FP Investor Funding Date”**) specified by the Offeror in a written notice to the FP Investor, which date shall in any event be no later than the date falling at least three business days prior to the date on which the Offeror is required to pay the Offer consideration to the Company’s shareholders pursuant to the terms of the Offer, in accordance with any further requirements of the Code (such date, the **“Offer Funding Date”**), it will pay to the Offeror, directly or indirectly, in funds which are immediately available to the Offeror for settlement of the Offeror’s payment obligations in respect of the Offer on the Offer Funding Date (the **“Closing Payment Obligation”**), an amount equal to its Individual Equity Commitment Amount.

1.3 The Offeror hereby confirms and irrevocably and unconditionally undertakes to each FP Investor that it shall use such FP Investor’s Individual Equity Commitment Amount in partial satisfaction of the Closing Payment Obligation pursuant to the Offer and will not use any FP Investor’s Individual Equity Commitment Amount for any other purpose, until the Closing Payment Obligation has been discharged in full in accordance with the terms of the Offer. Each FP Investor severally (and not jointly nor jointly and severally) undertakes that it will not withdraw, nor seek to withdraw, its Individual Equity Commitment Amount.

1.4 The obligations of the FP Investors under this letter to cause the Offeror to receive the Equity Commitment Amount in connection with the Offer are subject only to:

- (a) the Offer becoming or being declared to be wholly unconditional (if implemented as a Takeover Offer); or
- (b) the Scheme becoming effective in accordance with its terms on the Effective Date (if implemented as a Scheme).

## 2. **TERMINATION**

2.1 Notwithstanding any other provision of this letter, this letter and the FP Investors' obligations hereunder shall automatically terminate and be of no further force or effect upon the expiry of the period commencing on the date of release of the Announcement and ending on:

- (a) if the Offer is implemented by way of a Takeover Offer, the earlier of:
  - (i) the date the Takeover Offer lapses, terminates or (with the consent of the Takeover Panel) is withdrawn; and
  - (ii) 14 days after the later of the date on which the Offer is duly closed for further acceptances and (where applicable) the date of completion of the compulsory acquisition procedure under Part 28, Chapter 3 of the Act in respect of any ordinary shares of the Company not assented to in the Takeover Offer; or
- (b) if the Offer is implemented by way of a Scheme, the earlier of:
  - (i) the date the Scheme lapses, terminates or is withdrawn (by order of the Court or otherwise); and
  - (ii) 14 days after the Effective Date, or if different, the date on which the Offeror has satisfied in full its payment obligations under the Offer,

provided that, a switch from a Scheme to a Takeover Offer, having obtained the consent of the Takeover Panel, or from a Takeover Offer to a Scheme, having obtained the consent of the Takeover Panel (or, for the avoidance of doubt, any amendment to the terms or conditions of a Takeover Offer or Scheme), shall not amount to a lapse, termination or withdrawal for the purposes of this paragraph 2.

## 3. **WAIVER, SET OFF AND SUBORDINATION**

3.1 The failure to exercise or delay in exercising a right or remedy provided by this letter or by law does not impair or constitute a waiver of the right or remedy or an impairment of or a waiver of other rights or remedies. No single or partial exercise of a right or remedy provided by this letter or by law prevents further exercise of the right or remedy or the exercise of another right or remedy.

3.2 Each FP Investor severally (and not jointly nor jointly and severally), irrevocably and unconditionally waives and relinquishes any right of set off, counterclaim, withholding, deduction or retention which such FP Investor might otherwise have in respect of any claim against or out of any payment which such FP Investor makes or may be obliged to make (or procure to be made) to the Offeror pursuant to this letter.

## 4. **LIABILITY, LIMITATIONS AND OBLIGATION TO FUND, NO RECOURSE**

4.1 The maximum liability of each FP Investor howsoever arising under this letter shall not exceed the amount of its Individual Equity Commitment Amount.

4.2 This letter constitutes all of the obligations and liabilities of each FP Investor in relation to provision of its Individual Equity Commitment Amount to the Offeror and shall create no other obligations and liabilities on any FP Investor. Any obligations and liabilities of each FP Investor hereunder shall immediately terminate and cease to have force and effect and the liability of each FP Investor hereunder shall immediately cease on the earlier of: (i) such FP Investor providing the Offeror with its Individual Equity Commitment Amount; and (ii) the termination

of this letter in accordance with its terms. Under no circumstances shall any FP Investor assume and/or guarantee any of the obligations or liabilities of the Offeror in relation to the Offer.

4.3 Notwithstanding anything that may be expressed or implied in this letter or any document or instrument delivered in connection herewith, and notwithstanding the fact that certain of the parties hereto may be partnerships or limited liability companies, by their acceptance of the benefits of this letter, each of the parties hereto acknowledge and agree that no person other than the FP Investors have any obligations hereunder and that no recourse shall be had hereunder, or for any claim based on, in respect of, or by reason of, such obligations or their creation, or in respect of any oral representations made or alleged to be made in connection herewith or therewith, against, and no personal liability shall attach to, be imposed on or otherwise be incurred by any Related Person, whether by or through attempted piercing of the corporate veil, by the enforcement of any assessment or by any legal or equitable proceeding, by virtue of any statute, regulation or applicable law, or otherwise. For the purposes of this letter, "Related Person" means:

- (a) any former, current or future general partner of any FP Investor or any investor in a fund which holds interests in any FP Investor or any nominee or trustee or assignee of any of the foregoing; or
- (b) any former, current or future member, partner, co-investor, director, officer, employee, adviser, agent, general or limited partner, manager, shareholder, stockholder, of any person falling within paragraph 4.3(a), in each case, solely in their capacity as such and not in their capacity as a provider of funding under this letter,

in each case excluding the FP Investors.

4.4 Nothing in this paragraph 4 shall be deemed in any way to limit or restrict any FP Investor from exercising any rights it may have against any such Related Person in connection with the satisfaction of any amount payable hereunder.

4.5 Each party hereto acknowledges and agrees that:

- (a) this letter is not intended to, and does not, create any agency, partnership, fiduciary or joint venture relationship between or among any of the parties hereto and neither this letter nor any other document or agreement entered into by any party hereto relating to the subject matter hereof shall be construed to suggest otherwise; and
- (b) the obligations of the FP Investors under this letter are solely contractual in nature.

## 5. **VARIATION**

No amendment of this letter shall be valid unless it is in writing and signed by the parties hereto and the Financial Adviser.

## 6. **ENTIRE AGREEMENT**

This letter and the other documents referred to herein contain the entire understanding of the parties with respect to the subject matter hereof and supersede all prior agreements and understandings, both written and oral, between the parties with respect to the subject matter hereof.

7. **NO THIRD PARTY BENEFICIARIES**

This letter is for the benefit of the Offeror. A person who is not a party to this letter shall have no right to enforce it under the Contracts (Rights of Third Parties) Act 1999.

8. **ASSIGNMENT**

Unless the parties and the Financial Adviser specifically agree in writing, no person shall assign, transfer, charge or otherwise deal with all or any of its rights under this letter nor grant, declare, create or dispose of any right or interest in it. Any purported assignment in contravention of this paragraph 8 shall be void.

9. **HEADINGS**

The headings in this letter are for reference only and shall not affect in any way the meaning or interpretation of this letter.

10. **SEVERAL LIABILITY**

Where any obligation, warranty or undertaking in this letter is expressed to be made, undertaken or given by two or more of the FP Investors, they shall, unless otherwise expressly provided to the contrary, be severally (and not jointly nor jointly and severally) responsible in respect of it.

11. **INVALIDITY**

Each of the provisions of this letter is severable. If any provision is held to be or becomes invalid or unenforceable in any respect under the law of any jurisdiction, such provision shall have no effect in that respect and the parties shall use all reasonable efforts to replace it in that respect with a valid and enforceable substitute provision the effect of which is as close to its intended effect as possible.

12. **COUNTERPARTS**

This letter may be executed in any number of counterparts, and by each party on separate counterparts. Each counterpart is an original, but all counterparts shall together constitute one and the same instrument. Delivery of a counterpart of this letter by e-mail attachment or telecopy shall be an effective mode of delivery.

13. **CONFIDENTIALITY**

Other than as required by law, court order or other competent authority, each of the parties agrees that it will not, nor will it permit its employees, advisors or affiliates to, disclose to any person the contents of this letter without the prior written consent of the other party, provided, however, that each party shall have the right to make such disclosure: (a) to any co-investors in connection with the Offer and its and their respective affiliates' employees, officers, directors, financing sources (including advised entities) and advisors; (b) in connection with the enforcement of this letter; (c) to the extent required by applicable law, regulation, the Code or a court or administrative request, or in connection with any filings with any governmental authority having jurisdiction over such party or its affiliates; and (d) to the Takeover Panel.

14. **GOVERNING LAW AND JURISDICTION**

14.1 The terms of this letter and any non-contractual obligations arising out of or in connection with it shall be governed by, and interpreted in accordance with, English law.

- 14.2 Except as expressly provided otherwise in this letter, the English courts shall have exclusive jurisdiction in relation to all disputes (including claims for set-off and counterclaims) arising out of or in connection with this letter including, without limitation, disputes arising out of or in connection with: (a) the creation, validity, effect, interpretation, performance or non-performance of, or the legal relationships established by, this letter; and (b) any non-contractual obligations arising out of or in connection with this letter. For such purposes each party irrevocably submits to the jurisdiction of the English courts and waives any objection to the exercise of such jurisdiction.
- 14.3 Without affecting any other rights or remedies that any party to this letter may have, each FP Investor acknowledges that the Offeror may be irreparably harmed by any breach of the terms of this letter and that damages alone may not necessarily be an adequate remedy. Accordingly, the Offeror shall be entitled to seek the remedies of final or interim injunction, specific performance and other equitable relief, or any combination of these remedies, for any potential or actual breach of its terms, and no proof of special damages shall be necessary to enforce this letter.
- 14.4 The FP Investors shall at all times maintain an agent for service of process and any other documents in proceedings in England or any other proceedings in connection with this letter. Such agent shall be Francisco Partners Operations LLP of New Penderel House, 4th Floor, 283-288 High Holborn, London, England, WC1V 7HP and any claim form, judgment or other notice of legal process shall be sufficiently served on the FP Investors if delivered to such agent at its address for the time being. If the FP Investors' process agent ceases to be able to act as such or to have an address in England and Wales, the FP Investors irrevocably agree to appoint a new process agent in England and Wales and to deliver to the other party (including the Financial Adviser) within 14 days a copy of a written acceptance of appointment by the process agent.

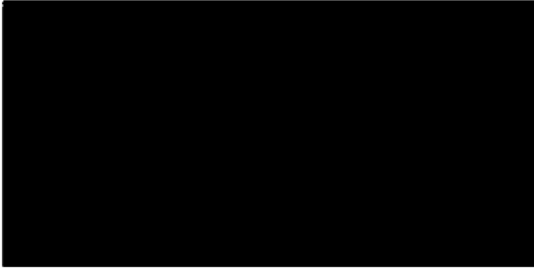
Your faithfully,

**Francisco Partners Agility II, L.P.**

By: FRANCISCO PARTNERS AGILITY GP II, L.P.  
Its General Partner

By: FRANCISCO PARTNERS AGILITY GP II  
MANAGEMENT, LLC  
Its General Partner

By:

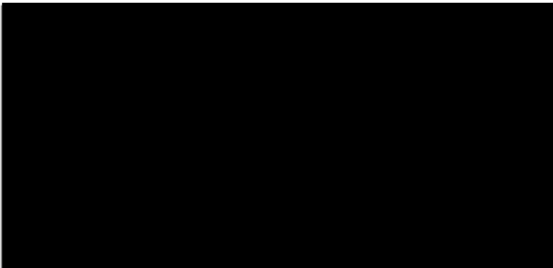


**Francisco Partners Agility II-A, L.P.**

By: FRANCISCO PARTNERS AGILITY GP II, L.P.  
Its General Partner

By: FRANCISCO PARTNERS AGILITY GP II  
MANAGEMENT, LLC  
Its General Partner

By:

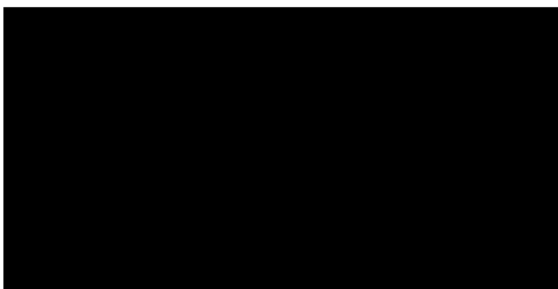


**Francisco Partners Agility II-C, L.P.**

By: FRANCISCO PARTNERS AGILITY GP II, L.P.  
Its General Partner

By: FRANCISCO PARTNERS AGILITY GP II  
MANAGEMENT, LLC  
Its General Partner

By:



## Appendix 1

### The FP Investors

(1) Name of FP Investors	(2) Individual Equity Proportion (%)
(a) <b>Francisco Partners Agility II, L.P.</b>  One Letterman Drive Building C - Suite 410 San Francisco, CA 94129	59.4758333333333
(b) <b>Francisco Partners Agility II-A, L.P.</b>  One Letterman Drive Building C - Suite 410 San Francisco, CA 94129	35.3041666666667
(c) <b>Francisco Partners Agility II-C, L.P.</b>  One Letterman Drive Building C - Suite 410 San Francisco, CA 94129	5.2200000000000
<b>Total:</b>	<b>100</b>



**Appendix 2**  
**The Announcement**

**NOT FOR RELEASE, PUBLICATION OR DISTRIBUTION, IN WHOLE OR IN PART, IN, INTO OR FROM ANY JURISDICTION WHERE TO DO SO WOULD CONSTITUTE A VIOLATION OF THE RELEVANT LAWS OR REGULATIONS OF SUCH JURISDICTION**

**THE OFFER WILL BE MADE IN THE UNITED STATES PURSUANT TO APPLICABLE LAWS AND REGULATIONS, INCLUDING SECTION 14(E) AND REGULATION 14E UNDER THE US EXCHANGE ACT OF 1934, AS AMENDED (THE "US EXCHANGE ACT"). BIDCO AND ITS AFFILIATES AND AGENTS MAY PURCHASE BLANCCO SHARES OUTSIDE THE OFFER, OUTSIDE THE UNITED STATES, IN COMPLIANCE WITH APPLICABLE LAWS AND REGULATIONS, INCLUDING THE US EXCHANGE ACT.**

**THIS ANNOUNCEMENT CONTAINS INSIDE INFORMATION**

**FOR IMMEDIATE RELEASE**

2 August 2023

**RECOMMENDED CASH OFFER**

**for**

**BLANCCO TECHNOLOGY GROUP PLC ("Blancco")**

**by**

**WHITE BIDCO LIMITED ("Bidco")**

**an entity indirectly owned by the Francisco Partners Funds**

**Summary**

- The boards of Bidco and Blancco are pleased to announce that they have reached agreement on the terms of a recommended all cash offer to be made by Bidco for the entire issued and to be issued share capital of Blancco, other than any Blancco Shares already held by Bidco, to be implemented by way of a takeover offer within the meaning of Chapter 3 of Part 28 of the Companies Act (the "**Offer**").

**Terms of the Offer**

- Under the terms of the Offer, each Blancco Shareholder will be entitled to receive 223 pence in cash for each Blancco Share held, representing a premium of approximately:
  - 24.6 per cent. to the Closing Price of 179 pence per Blancco Share on the Latest Practicable Date;
  - 25.9 per cent. to the one-month volume weighted average price of 177 pence per Blancco Share on the Latest Practicable Date; and
  - 32.9 per cent. to the three-month volume weighted average price of 168 pence per Blancco Share on the Latest Practicable Date.
- The Offer values the entire issued and to be issued share capital of Blancco at approximately £175 million.

- In aggregate, Bidco has received indications of support to accept, or to procure the acceptance of, the Offer in respect of a total of 35,261,176 Blancco Shares (representing, in aggregate, approximately 46.6 per cent. of the Blancco Shares as at the Latest Practicable Date). These indications of support comprise irrevocable undertakings from the Blancco Directors who hold Blancco Shares, Soros Fund Management and Inclusive Capital Partners L.P. and a non-binding letter of intent from Canaccord Genuity Asset Management for and on behalf IFSL Marlborough UK Micro-Cap Growth Fund and IFSL Marlborough Special Situations Fund. Further details of these irrevocable undertakings and the letter of intent (including the circumstances in which they cease to be binding) are set out in Appendix 3 to this announcement.
- If, on or after the date of this announcement, any dividend and/or other distribution and/or return of capital is declared, made or paid or becomes payable in respect of the Blancco Shares, Bidco reserves the right to reduce the Cash Consideration payable under the terms of the Offer for the Blancco Shares by an amount up to the amount of such dividend and/or other distribution and/or return of capital, in which case any reference in this announcement or in the Offer Document to the Cash Consideration payable under the terms of the Offer will be deemed to be a reference to the Cash Consideration as so reduced. In such circumstances, the relevant Blancco Shareholders will be entitled to receive and retain such dividend and/or other distribution and/or return of capital.
- The Cash Consideration payable to Blancco Shareholders under the terms of the Offer will be financed by a combination of equity funding to be invested indirectly by the Francisco Partners Funds and committed debt funding to be provided by the Lenders under the Interim Facilities Agreement.
- Canaccord Genuity, financial advisor to Francisco Partners and Bidco, confirms that it is satisfied that sufficient resources are available to Bidco to enable it to satisfy the full cash consideration payable to the Blancco Shareholders under the terms of the Offer.

### **Background to and reasons for the Acquisition**

- Bidco believes Blancco is poised to capitalize on durable market tailwinds driven by a heightened focus on sustainability and e-waste reduction. As a leader in its market, Blancco's strong product portfolio and deep understanding of its customers' needs enable it to provide differentiated software solutions. Bidco believes that the Acquisition represents an attractive opportunity due to Blancco's: (i) reputation within its market as evidenced by its expansive base of customers; (ii) opportunity to accelerate organic growth as well as pursue strategic investments; and (iii) ability to execute its longer-term strategy without the demands of a public listing.
- Francisco Partners has extensive experience with assisting growing software companies such as Blancco in creating long-term value and believes it is well positioned to support Blancco's management team in accelerating organic and inorganic growth by providing access to additional capital, expertise and resources, as needed.

### **Background to and reasons for the recommendation**

#### ***Background***

- In recent years, Blancco has delivered solid financial and operational performance. Blancco has benefited from the underlying growth drivers of sustainability and governance which resulted in strong performance in FY23. With the emergence of legislation relating to data security and now increasingly on sustainability, Blancco is well placed to deliver continued growth due to these structural market drivers. Whilst the Blancco Board is confident in the future prospects

of the company to create sustainable value for all stakeholders, the Offer represents an opportunity for shareholders to realise their holdings in cash, today, at a level which the Board feels recognises the risk-adjusted value creation potential of the company.

- The Blancco Board believes that the Offer will significantly accelerate the company's future growth, with the ability to focus on long-term strategic goals. Under private ownership, Blancco will be able to enhance growth both organically and through M&A.

### ***Terms of the Offer***

- The Blancco Board believes that the Offer presents an opportunity for Blancco Shareholders to realise the value of their holdings in cash with certainty, with an immediate exit and at a material premium to the price at which Blancco Shares have traded recently, representing:
  - 24.6 per cent. to the Closing Price of 179 pence per Blancco Share on the Latest Practicable Date;
  - 25.9 per cent. to the one-month volume weighted average price of 177 pence per Blancco Share on the Latest Practicable Date; and
  - 32.9 per cent. to the three-month volume weighted average price of 168 pence per Blancco Share on the Latest Practicable Date.

The Offer values the entire issued and to be issued share capital of Blancco at approximately £175 million. The Blancco Board believes the Offer represents attractive value given the balance of material future opportunities and risks facing the business.

### **Recommendation of the Blancco Directors**

- The Blancco Directors, who have been so advised by Rothschild & Co as to the financial terms of the Offer, consider the terms of the Offer to be fair and reasonable. In providing financial advice to the Blancco Directors, Rothschild & Co has taken into account the commercial assessments of the Blancco Directors. Rothschild & Co is providing independent financial advice to the Blancco Directors for the purposes of Rule 3 of the Takeover Code.
- Accordingly, the Blancco Directors intend to recommend unanimously that Blancco Shareholders accept the Offer as the Blancco Directors who hold Blancco Shares have irrevocably undertaken to do in respect of their own beneficial holdings totalling 800,720 Blancco Shares (representing, in aggregate, approximately 1.06 per cent. of the Blancco Shares as at the Latest Practicable Date).
- Further details of these irrevocable undertakings (including the circumstances in which they cease to be binding) are set out in Appendix 3 to this announcement.

### **Information relating to Blancco**

- Blancco is a market leader in secure data erasure and mobile lifecycle solutions. The company's core product offering is an array of B2B secure data erasure software provided to enterprises, IT asset disposal (ITAD) vendors and the mobile industry. Blancco's long-standing position in the market is supported by a network of blue-chip channel partnerships, which include ServiceNow, AWS, Accenture and Tata Consulting.
- Blancco allows organizations to protect end-of-life data against unauthorised access, safely redeploy data storage assets, and firmly comply with increased data protection and privacy requirements. Blancco's precise device diagnostics supports the transition to the circular

economy by enabling IT assets to be safely reused, helping enterprises, ITAD, recyclers, and mobile industry stakeholders to operate more sustainably.

- Blancco was founded in 1997, is based in the UK and has 20 offices across 17 countries. With over 2,500 customers served across 70 countries, Blancco employs c.350 employees, performs c.145,000 daily data erasures and owns 40+ patents.

### **Information relating to Bidco and Francisco Partners**

- Bidco is a newly incorporated entity indirectly owned by the Francisco Partners Funds. Bidco is incorporated under the laws of England and Wales and has not traded since incorporation, nor has it entered into any obligations, other than in connection with the Acquisition and the financing of the Acquisition.
- Francisco Partners is a leading global investment firm that specializes in partnering with technology and technology-enabled businesses. Since its launch over 20 years ago, Francisco Partners has invested in more than 400 technology companies, making it one of the most active and longstanding investors in the technology industry. With approximately \$45 billion in capital raised, the firm invests in opportunities where its deep sectoral knowledge and operational expertise can help companies realize their full potential.

### **Timetable and Conditions**

- It is intended that the Acquisition will be implemented by way of the Offer. The Acquisition will be subject to the Conditions and further terms set out in Appendix 1 to this announcement, and to be set out in full in the Offer Document, including, amongst others, the Acceptance Condition.
- Subject to the satisfaction or (if permitted) waiver of the Conditions and certain further terms set out in Appendix 1, it is expected that the Acquisition will become or be declared unconditional during the fourth quarter of 2023.
- The Offer will extend to all Blancco Shares which are in issue as at the date of this announcement and any Blancco Shares which may be unconditionally allotted and/or issued and fully paid (or credited as fully paid) before the Offer closes.

### **Delisting, cancellation of trading and re-registration**

If Bidco receives acceptances under the Offer in respect of, and/or otherwise acquires, 90 per cent. or more of the Blancco Shares to which the Offer relates and assuming that the Acceptance Condition has been satisfied or waived (if capable of being waived), Bidco intends to exercise its rights pursuant to the provisions of Chapter 3 of Part 28 of the Act to acquire compulsorily any Blancco Shares not acquired or agreed to be acquired by or on behalf of Bidco pursuant to the Offer or otherwise on the same terms as the Offer.

After the Acquisition becomes or is declared unconditional and if Bidco has, by virtue of its shareholdings (and the shareholdings of its wholly-owned subsidiaries) and acceptances of the Offer, acquired or agreed to acquire issued share capital carrying 75 per cent. or more of the voting rights of Blancco (or the appropriate special resolutions are otherwise passed), it is intended that Bidco shall procure that Blancco makes an application to the London Stock Exchange for the cancellation of the admission to trading of Blancco Shares on AIM.

Commenting on the Acquisition, Brian Decker and Karl Shum, of Francisco Partners, said:

*“We have been very impressed with the leading market position that Blancco has established through its best-in-class solutions and are thrilled to be partnering with Blancco’s management team to drive the next phase of expansion.”*

Additionally, Ravi Bhatt, of Francisco Partners, said:

*“Sustainability and e-waste reduction are increasing strategic priorities for customers of all sizes globally, and we see tremendous organic and inorganic growth opportunities for Blancco worldwide.”*

Commenting on the Acquisition, Rob Woodward, Chair of Blancco, said:

*“We are pleased to have reached an agreement with Francisco Partners which delivers immediate value to our shareholders. Francisco Partners shares our vision for Blancco and, as such, we believe it is a suitable and appropriate partner for our employees, partners, customers and other stakeholders. The Board is unanimous in its belief that today’s transaction appropriately reflects the company’s innovative and strong business while delivering shareholder value. I am proud to have worked alongside Blancco’s outstanding management team and fellow Directors to grow Blancco over the past several years.”*

Additionally, Matt Jones, Chief Executive Officer of Blancco, said:

*“Since its founding 26 years ago, Blancco has created and delivered innovative solutions, with a focus on building a world class data eraser and diagnostic software platform. We are pleased to partner with Francisco Partners, who are committed to continuing to build upon Blancco’s strong foundation and achieve its full potential. I want to thank each employee for their dedication to Blancco and contributing to our continued success.”*

**The full terms of the Acquisition will be set out in the Offer Document and (in respect of Blancco Shares held in certificated form) the Form of Acceptance, which will be sent to Blancco Shareholders within 28 days of the date of this announcement (unless otherwise agreed by the Panel). In deciding whether or not to accept the Offer in respect of their Blancco Shares, Blancco Shareholders should consider the information contained in, and the procedures described in, such documentation.**

**This summary should be read in conjunction with the full text of this announcement and its appendices. The Conditions to, and certain further terms of, the Acquisition are set out in Appendix 1. The bases and sources for certain financial information contained in this announcement are set out in Appendix 2. Details of irrevocable undertakings and letters of intent received by Bidco are set out in Appendix 3. A summary of proposals relating to the Blancco Share Plans is set out in Appendix 4. Certain definitions and terms used in this announcement are set out in Appendix 5.**

**Enquiries:**

**Powerscourt (PR adviser to Francisco Partners) Tel: +44 (0)7970 246 725**

Elly Williamson

Ollie Simmonds

**Canaccord Genuity (financial adviser to Francisco Partners and Bidco) Tel: +44 (0) 20 7523 8000**

Simon Bridges

Katherine Hobbs

**Blanco Technology Group plc**

Via Buchanan

Rob Woodward, Chair

Matt Jones, Chief Executive Officer

Adam Moloney, Chief Financial Officer

**Rothschild & Co (lead financial adviser to Blanco)** Tel: +44 (0) 20 7280 5000

Warner Mandel

Anton Black

**Stifel (joint financial adviser, nominated adviser and corporate broker to Blanco)** Tel: +44 (0) 20 7710 7600

Nick Adams

Nick Harland

Richard Short

Ben Burnett

**Buchanan Communications Limited (PR adviser to Blanco)**

Chris Lane

Tel: +44 (0) 20 7466 5000

Jack Devoy

Ropes & Gray International LLP is acting as legal adviser to Francisco Partners and Bidco. Travers Smith LLP is acting as legal adviser to Blanco.

This announcement contains certain inside information for the purposes of Article 7 of the Market Abuse Regulation. For the purposes of the Market abuse Regulation, the person responsible for arranging for the release of this information on behalf of Blanco is Lorraine Young, Company Secretary.

#### **Further information**

*Canaccord Genuity, which is regulated in the United Kingdom by the FCA, is acting as financial adviser to Bidco and Francisco Partners and no one else in connection with the matters described in this announcement and will not be responsible to anyone other than Bidco and Francisco Partners for providing the protections afforded to clients of Canaccord Genuity, or for providing advice in connection with the matters referred to herein. Neither Canaccord Genuity nor any of its group undertakings or affiliates 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 Canaccord Genuity in connection with this announcement or any matter referred to herein.*

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*This announcement is for information purposes only and is not intended to, and does not constitute or form part of any offer or invitation to purchase, or the solicitation of an offer or invitation to purchase or otherwise acquire, subscribe for, sell or otherwise dispose of, any securities or the solicitation of any vote or approval in any jurisdiction pursuant to the Acquisition or otherwise. The Offer will be made solely by the Offer Document, when issued, which (together with the Form of Acceptance in relation to Blancco Shares held in certificated form) will contain the full terms and conditions of the Offer, including details of how the Offer may be accepted.*

*This announcement does not constitute a prospectus or prospectus equivalent document.*

### **Overseas Shareholders**

*This announcement has been prepared in accordance with English law, the Takeover Code, the Market Abuse Regulation and the AIM Rules and information disclosed may not be the same as that which would have been prepared in accordance with the laws of jurisdictions outside England.*

*The distribution of this announcement in jurisdictions other than the United Kingdom and the availability of the Offer to Blancco Shareholders who are not resident in and citizens of the United Kingdom may be affected by the laws of the relevant jurisdictions in which they are located or of which they are citizens. Persons who are not resident in the United Kingdom should inform themselves of, and observe, any applicable legal or regulatory requirements of their jurisdictions. Any failure to comply with the applicable restrictions may constitute a violation of the securities laws of any such jurisdiction. To the fullest extent permitted by applicable law, the companies and persons involved in the Offer disclaim any responsibility or liability for the violation of such restrictions by any person. Further details in relation to Overseas Shareholders will be contained in the Offer Document.*

*Unless otherwise determined by Bidco or required by the Takeover Code, and permitted by applicable law and regulation, the Offer will not be made available, directly or indirectly, in, into or from a Restricted Jurisdiction where to do so would violate the laws in that jurisdiction and no person may accept the Offer by any such use, means, instrumentality or from within a Restricted Jurisdiction or any other jurisdiction if to do so would constitute a violation of the laws of that jurisdiction. Copies of this announcement and any formal documentation relating to the Offer are not being, and must not be,*



*directly or indirectly, mailed or otherwise forwarded, distributed or sent in or into or from any Restricted Jurisdiction and persons receiving such documents (including custodians, nominees and trustees) must not mail or otherwise forward, distribute or send it in or into or from any Restricted Jurisdiction. Doing so may render invalid any related purported acceptance of the Offer. The Offer may not be made directly or indirectly, in or into, or by the use of mails or any means or instrumentality (including, but not limited to, facsimile, e-mail or other electronic transmission, telex or telephone) of interstate or foreign commerce of, or of any facility of a national, state or other securities exchange of any Restricted Jurisdiction and the Offer may not be capable of acceptance by any such use, means, instrumentality or facilities.*

### **Notice to US investors in Blancco**

*The Offer relates to the shares of an English company and is being made by means of a contractual takeover offer under the Takeover Code and under the laws of England and Wales. The Offer will be made in the United States pursuant to all applicable laws and regulations, including, to the extent applicable, Section 14(e) and Regulation 14E under the US Securities Exchange Act of 1934, as amended (the “US Exchange Act”) and otherwise in accordance with the requirements of the Takeover Code. Accordingly, the Offer will be subject to the disclosure and other procedural requirements, including with respect to withdrawal rights, offer timetable, settlement procedures and timing of payments that are different from those applicable under US domestic tender offer procedures and law. The Offer will be made in the United States by Bidco and no one else.*

*In accordance with, and to the extent permitted by, the Takeover Code and normal UK market practice, Canaccord Genuity and its respective affiliates may continue to act as exempt principal traders or exempt market makers in Blancco Shares on AIM and will engage in certain other purchasing activities consistent with their respective normal and usual practice and applicable law, as permitted by Rule 14e-5(b)(9) under the US Exchange Act.*

*In accordance with, and to the extent permitted by, the Takeover Code and normal UK market practice, Bidco, its affiliates, their advisors and nominees or brokers (acting as agents) may make certain purchases of, or arrangements to purchase, Blancco Shares outside the Offer, such as in open market purchases or privately negotiated purchases, during the offer period and the period in which the Offer remains open for acceptance. If such purchases or arrangements to purchase were to be made, they would be made outside the US and would comply with applicable law, including United Kingdom laws and the US Exchange Act. Any such purchases by Bidco or its affiliates will not be made at prices higher than the price of the Offer provided in this announcement unless the price of the Offer is increased accordingly. Any information about such purchases or arrangements to purchase shall be disclosed as required under United Kingdom laws and will be available to all investors (including US investors) via the Regulatory Information Service and shall be available on the London Stock Exchange website at [www.londonstockexchange.com](http://www.londonstockexchange.com). To the extent that such information is required to be publicly disclosed in the United Kingdom in accordance with applicable regulatory requirements, this information will, as applicable, also be publicly disclosed in the United States.*

*It may be difficult for US holders of Blancco Shares to enforce their rights and any claim arising out of the US securities laws in connection with the Offer, since Bidco and Blancco are located in a non-US jurisdiction, and some or all of their officers and directors may be residents of a non-US jurisdiction. US holders of Blancco Shares may not be able to sue a non-US company or its officers or directors in a non-US court for violations of the US securities laws. Further, it may be difficult to compel a non-US company and its affiliates to subject themselves to a US court’s judgement.*

*The financial information included in this announcement has been prepared in accordance with accounting standards applicable in the United Kingdom and thus may not be comparable to financial information of US companies or companies whose financial statements are prepared in accordance with generally accepted accounting principles in the US (“US GAAP”). US GAAP differs in certain significant respects from accounting standards applicable in the United Kingdom. None of the financial*

*information in this announcement has been audited in accordance with auditing standards generally accepted in the United States or the auditing standards of the Public Company Accounting Oversight Board (United States).*

*Neither the Offer nor this announcement have been approved or disapproved by the US Securities and Exchange Commission, any state securities commission in the United States or any other US regulatory authority, nor have such authorities approved or disapproved or passed judgement upon the fairness or the merits of the Offer, or determined if the information contained in this announcement is adequate, accurate or complete. Any representation to the contrary is a criminal offence in the United States. The receipt of cash pursuant to the Offer by a US holder as consideration for the transfer of its Blancco Shares pursuant to the Offer will likely be a taxable transaction for US federal income tax purposes and under applicable US state and local, as well as foreign and other, tax laws. Each US holder of Blancco Shares is urged to consult their independent legal, tax and financial advisers regarding the tax consequences of the Offer applicable to them, including for US federal income tax purposes and under applicable US state and local, as well as overseas and other, tax laws.*

### **Forward looking statements**

*This announcement (including information incorporated by reference in this announcement), oral statements made regarding the Acquisition, and other information published by Bidco and Blancco contain statements which are, or may be deemed to be, “forward-looking statements”. Forward-looking statements are prospective in nature and are not based on historical facts, but rather on current expectations and projections of the management of Francisco Partners and Blancco about future events, and are therefore subject to risks and uncertainties which could cause actual results to differ materially from the future results expressed or implied by the forward-looking statements.*

*The forward-looking statements contained in this announcement include statements relating to the expected effects of the Offer on Bidco and Blancco (including their future prospects, developments and strategies), the expected timing and scope of the Offer and other statements other than historical facts. Often, but not always, forward-looking statements can be identified by the use of forward-looking words such as “plans”, “expects” or “does not expect”, “is expected”, “is subject to”, “budget”, “projects”, “strategy”, “scheduled”, “estimates”, “forecasts”, “intends”, “anticipates” or “does not anticipate”, or “believes”, or variations of such words and phrases or statements that certain actions, events or results “may”, “could”, “should”, “would”, “might” or “will” be taken, occur or be achieved. Although Bidco and/or Blancco (as appropriate) believe that the expectations reflected in such forward-looking statements are reasonable, Bidco and Blancco can give no assurance that such expectations will prove to be correct. By their nature, forward-looking statements involve risk and uncertainty because they relate to events and depend on circumstances that will occur in the future. There are a number of factors that could cause actual results and developments to differ materially from those expressed or implied by such forward-looking statements.*

*These factors include, but are not limited to: the ability to complete the Acquisition; the satisfaction of other Conditions on the proposed terms and schedule; future market conditions; changes in general economic and business conditions; the behaviour of other market participants; the anticipated benefits from the Acquisition not being realised as a result of changes in general economic and market conditions in the countries in which Bidco and Blancco operate; weak, volatile or illiquid capital and/or credit markets; changes in tax rates, interest rate and currency value fluctuations; the degree of competition in the geographic and business areas in which Bidco and Blancco operate; and/or changes in laws or in supervisory expectations or requirements. Other unknown or unpredictable factors could cause actual results to differ materially from those in the forward-looking statements. Such forward-looking statements should therefore be construed in the light of such factors. Neither Bidco nor Blancco, nor any of their respective associates or directors, officers or advisers, provides any representation, assurance or guarantee that the occurrence of the events expressed or implied in any forward-looking statements in this announcement will actually occur. You are cautioned not to place any reliance on these forward-looking statements. Other than in accordance with their legal or regulatory obligations,*

neither Bidco nor Blancco is under any obligation, and Bidco and Blancco expressly disclaim any intention or obligation, to update or revise any forward-looking statements, whether as a result of new information, future events or otherwise.

### **Disclosure requirements of the Takeover Code**

*Under Rule 8.3(a) of the Takeover Code, any person who is interested in 1 per cent. or more of any class of relevant securities of an offeree company or of any securities exchange offeror (being any offeror other than an offeror in respect of which it has been announced that its offer is, or is likely to be, solely in cash) must make an Opening Position Disclosure following the commencement of the offer period and, if later, following the announcement in which any securities exchange offeror is first identified. An Opening Position Disclosure must contain details of the person's interests and short positions in, and rights to subscribe for, any relevant securities of each of (i) the offeree company and (ii) any securities exchange offeror(s). An Opening Position Disclosure by a person to whom Rule 8.3(a) applies must be made by no later than 3.30 pm (London time) on the 10th Business Day following the commencement of the offer period and, if appropriate, by no later than 3.30 pm (London time) on the 10th Business Day following the announcement in which any securities exchange offeror is first identified. Relevant persons who deal in the relevant securities of the offeree company or of a securities exchange offeror prior to the deadline for making an Opening Position Disclosure must instead make a Dealing Disclosure.*

*Under Rule 8.3(b) of the Takeover Code, any person who is, or becomes, interested in 1 per cent. or more of any class of relevant securities of the offeree company or of any securities exchange offeror must make a Dealing Disclosure if the person deals in any relevant securities of the offeree company or of any securities exchange offeror. A Dealing Disclosure must contain details of the dealing concerned and of the person's interests and short positions in, and rights to subscribe for, any relevant securities of each of (i) the offeree company and (ii) any securities exchange offeror(s), save to the extent that these details have previously been disclosed under Rule 8. A Dealing Disclosure by a person to whom Rule 8.3(b) applies must be made by no later than 3.30 pm (London time) on the Business Day following the date of the relevant dealing.*

*If two or more persons act together pursuant to an agreement or understanding, whether formal or informal, to acquire or control an interest in relevant securities of an offeree company or a securities exchange offeror, they will be deemed to be a single person for the purpose of Rule 8.3.*

*Opening Position Disclosures must also be made by the offeree company and by any offeror and Dealing Disclosures must also be made by the offeree company, by any offeror and by any persons acting in concert with any of them (see Rules 8.1, 8.2 and 8.4).*

*Details of the offeree and offeror companies in respect of whose relevant securities Opening Position Disclosures and Dealing Disclosures must be made can be found in the Disclosure Table on the Takeover Panel's website at <https://www.thetakeoverpanel.org.uk/>, including details of the number of relevant securities in issue, when the offer period commenced and when any offeror was first identified. You should contact the Panel's Market Surveillance Unit on +44 (0)20 7638 0129 if you are in any doubt as to whether you are required to make an Opening Position Disclosure or a Dealing Disclosure.*

### **Publication on website and hard copies**

*This announcement and the documents required to be published pursuant to Rule 26.1 of the Takeover Code will be available, subject to certain restrictions relating to persons resident in Restricted Jurisdictions, on a dedicated microsite established for the purpose of the Acquisition at <https://www.whitebidco.com/> and Blancco's website at <https://www.blancco.com/investors/investor-center/information-for-blancco-shareholders/> promptly and in any event by no later than 12 noon (London time) on the Business Day following the publication of this announcement. The content of the*

*websites referred to in this announcement is not incorporated into and does not form part of this announcement.*

*In accordance with Rule 30.3 of the Takeover Code, Blancco Shareholders and persons with information rights may request a hard copy of this announcement by contacting Blancco's registrars, Computershare, The Pavilions, Bridgwater Road Bristol BS13 8AE during business hours between 9.00 a.m. - 5.30 p.m., Monday to Friday excluding public holidays in England and Wales, on 0370 889 4099 (or +44 370 889 4099 from abroad). For persons who receive a copy of this announcement in electronic form or via a website notification, a hard copy of this announcement will not be sent unless so requested. Such persons may also request that all future documents, announcements and information to be sent to you in relation to the Acquisition should be in hard copy form.*

### **No profit forecasts, estimates or quantified benefits statements**

*Nothing in this announcement is intended, or is to be construed, as a profit forecast, profit estimate or quantified benefits statement for any period, and no statement in this announcement should be interpreted to mean that earnings or earnings per share for Blancco for the current or future financial years would necessarily match or exceed the historical published earnings or earnings per share for Blancco.*

### **Electronic Communications**

*Please be aware that addresses, electronic addresses and certain other information provided by Blancco Shareholders, persons with information rights and other relevant persons for the receipt of communications from Blancco may be provided to Bidco during the offer period as required under Section 4 of Appendix 4 of the Takeover Code to comply with Rule 2.11(c) of the Takeover Code.*

### **Rounding**

*Certain figures included in this announcement have been subjected to rounding adjustments. Accordingly, figures shown for the same category presented in different tables may vary slightly and figures shown as totals in certain tables may not be an arithmetic aggregation of figures that precede them.*

### **Rule 2.9 of the Takeover Code**

*For the purposes of Rule 2.9 of the Takeover Code, Blancco confirms that, as at 1 August 2023, it had in issue 75,709,857 ordinary shares of £0.02 each. The International Securities Identification Number (ISIN) for the ordinary shares is GB00B06GNN57.*

### **General**

*If you are in doubt about the contents of this announcement or the action you should take, you are recommended to seek your own independent financial advice immediately from your stockbroker, bank manager, solicitor, accountant or independent financial adviser duly authorised under the Financial Services and Markets Act 2000 (as amended) if you are a resident in the United Kingdom or, if not, from another appropriately authorised independent financial adviser.*

**NOT FOR RELEASE, PUBLICATION OR DISTRIBUTION, IN WHOLE OR IN PART, IN, INTO OR FROM ANY JURISDICTION WHERE TO DO SO WOULD CONSTITUTE A VIOLATION OF THE RELEVANT LAWS OR REGULATIONS OF SUCH JURISDICTION**

**THE OFFER WILL BE MADE IN THE UNITED STATES PURSUANT TO APPLICABLE LAWS AND REGULATIONS, INCLUDING SECTION 14(E) AND REGULATION 14E UNDER THE US EXCHANGE ACT OF 1934, AS AMENDED (THE “US EXCHANGE ACT”). BIDCO AND ITS AFFILIATES AND AGENTS MAY PURCHASE BLANCCO SHARES OUTSIDE THE OFFER, OUTSIDE THE UNITED STATES, IN COMPLIANCE WITH APPLICABLE LAWS AND REGULATIONS, INCLUDING THE US EXCHANGE ACT.**

**THIS ANNOUNCEMENT CONTAINS INSIDE INFORMATION**

**FOR IMMEDIATE RELEASE**

**2 August 2023**

**RECOMMENDED CASH OFFER**

**for**

**BLANCCO TECHNOLOGY GROUP PLC**

**by**

**WHITE BIDCO LIMITED**

**an entity indirectly owned by the Francisco Partners Funds**

**1. Introduction**

The boards of Bidco and Blancco are pleased to announce that they have agreed the terms of a recommended all cash offer to be made by Bidco for the entire issued and to be issued share capital of Blancco, other than any Blancco Shares already held by Bidco.

It is intended that the Acquisition will be implemented by way of a takeover offer within the meaning of Chapter 3 of Part 28 of the Companies Act (although Bidco reserves the right to effect the Acquisition by way of a Scheme, subject to the consent of the Panel).

**2. Terms of the Offer**

Under the terms of the Offer, which will be on the terms and subject to the Conditions and further terms set out below and in Appendix 1 to this announcement, and to be set out in full in the Offer Document, Blancco Shareholders will be entitled to receive:

**For each Blancco Share held 223 pence in cash**

The Offer values the entire issued and to be issued share capital of Blancco at approximately £175 million and represents a premium of approximately:

- 24.6 per cent. to the Closing Price of 179 pence per Blancco Share on the Latest Practicable Date;

- 25.9 per cent. to the one-month volume weighted average price of 177 pence per Blancco Share on the Latest Practicable Date; and
- 32.9 per cent. to the three-month volume weighted average price of 168 pence per Blancco Share on the Latest Practicable Date.

If, on or after the date of this announcement, any dividend and/or other distribution and/or return of capital is declared, made or paid or becomes payable in respect of the Blancco Shares, Bidco reserves the right to reduce the Cash Consideration payable under the terms of the Offer for the Blancco Shares by an amount up to the amount of such dividend and/or other distribution and/or return of capital, in which case any reference in this announcement or in the Offer Document to the Cash Consideration payable under the terms of the Offer will be deemed to be a reference to the Cash Consideration as so reduced. In such circumstances, the relevant Blancco Shareholders will be entitled to receive and retain such dividend and/or other distribution and/or return of capital.

Canaccord Genuity, financial advisor to the Francisco Partners Funds and Bidco, confirms that it is satisfied that sufficient resources are available to Bidco to enable it to satisfy the full cash consideration payable to the Blancco Shareholders under the terms of the Acquisition.

### **3. Background to and reasons for the Acquisition**

Bidco believes Blancco is poised to capitalize on durable market tailwinds driven by a heightened focus on sustainability and e-waste reduction. As a leader in its market, Blancco's strong product portfolio and deep understanding of its customers' needs enable it to provide differentiated software solutions. Bidco believes that the acquisition of Blancco represents an attractive opportunity due to Blancco's: (i) reputation within its market as evidenced by its expansive base of customers; (ii) opportunity to accelerate organic growth as well as pursue strategic investments; and (iii) ability to execute its longer-term strategy without the demands of a public listing.

Francisco Partners has extensive experience with assisting growing software companies such as Blancco in creating long-term value and believes it is well positioned to support Blancco's management team in accelerating organic and inorganic growth by providing access to additional capital, expertise and resources, as needed.

### **4. Background to and reasons for the recommendation**

#### ***Background***

In recent years, Blancco has delivered solid financial and operational performance. Blancco has benefited from the underlying growth drivers of sustainability and governance which resulted in strong performance in FY23. With the emergence of legislation relating to data security and now increasingly on sustainability, Blancco is well placed to deliver continued growth due to these structural market drivers. Whilst the Blancco Board is confident in the future prospects of the company to create sustainable value for all stakeholders, the Offer represents an opportunity for shareholders to realise their holdings in cash, today, at a level which the Board feels recognises the risk-adjusted value creation potential of the company.

The Blancco Board believes that the Offer will significantly accelerate the company's future growth, with the ability to focus on long-term strategic goals. Under private ownership, Blancco will be able to enhance growth both organically and through M&A.

## ***Terms of the Offer***

The Blancco Board believes that the Offer presents an opportunity for Blancco Shareholders to realise the value of their holdings in cash with certainty, with an immediate exit and at a material premium to the price at which Blancco Shares have traded recently, representing:

- 24.6 per cent. to the Closing Price of 179 pence per Blancco Share on the Latest Practicable Date;
- 25.9 per cent. to the one-month volume weighted average price of 177 pence per Blancco Share on the Latest Practicable Date; and
- 32.9 per cent. to the three-month volume weighted average price of 168 pence per Blancco Share on the Latest Practicable Date.

The Offer values the entire issued and to be issued share capital of Blancco at approximately £175 million. The Blancco Board believes the Offer represents attractive value given the balance of material future opportunities and risks facing the business.

### **5. Blancco Board recommendation**

The Blancco Directors, who have been so advised by Rothschild & Co as to the financial terms of the Acquisition, consider the terms of the Acquisition to be fair and reasonable. In providing financial advice to the Blancco Directors, Rothschild & Co has taken into account the commercial assessments of the Blancco Directors. Rothschild & Co is providing independent financial advice to the Blancco Directors for the purposes of Rule 3 of the Takeover Code.

Accordingly, the Blancco Directors intend to recommend unanimously that Blancco Shareholders accept or procure the acceptance of the Offer (or, if the Acquisition is implemented by way of a Scheme, to vote in favour of the Scheme at the Court Meeting and the resolutions relating to the Acquisition at a Blancco General Meeting) as the Blancco Directors who hold Blancco Shares have irrevocably undertaken to do in respect of their own beneficial holdings totalling 800,720 Blancco Shares (representing, in aggregate, approximately 1.06 per cent. of the Blancco Shares as at the Latest Practicable Date).

Further details of these irrevocable undertakings (including the circumstances in which they cease to be binding) are set out in Appendix 3 to this announcement.

### **6. Irrevocable undertakings and letter of intent**

In addition to the irrevocable undertakings given by the Blancco Directors, as set out in paragraph 5 above Bidco has received further indications of support to accept, or to procure the acceptance of, the Offer in respect of a total of 34,460,456 Blancco Shares (representing, in aggregate, approximately 45.5 per cent. of the Blancco Shares as at the Latest Practicable Date). These indications of support comprise of irrevocable undertakings from Soros Fund Management and Inclusive Capital Partners L.P. and a non-binding letter of intent from Canaccord Genuity Asset Management for and on behalf IFSL Marlborough UK Micro-Cap Growth Fund and IFSL Marlborough Special Situations Fund.

Bidco has therefore received indications of support to accept, or to procure the acceptance of, the Offer in respect of a total of 35,261,176 Blancco Shares, representing, in aggregate, approximately 46.6 per cent. of the Blancco Shares as at the Latest Practicable Date.

Further details of these irrevocable undertakings and the letter of intent (including the circumstances in which they cease to be binding) are set out in Appendix 3 to this announcement.

**7. Bidco and Francisco Partners intentions for Blancco's business, directors, management, employees, pensions and locations**

*Strategic plans for Blancco*

Following completion of the Acquisition, Francisco Partners intends to support Blancco's management team in accelerating investment in organic growth opportunities as well as identifying inorganic opportunities to expand the overall size and scale of Blancco's solutions. As a private company, Blancco's management team will be allowed to fully focus on executing on their long-term strategic vision with the operational and financial backing of Francisco Partners, whilst maintaining the culture and values of the business which have been integral to Blancco's success to date.

*Directors, management and employees*

Blancco has a strong team of talented and committed employees who have worked hard to develop market-leading solutions and serve an expansive base of customers. Francisco Partners recognises the high quality of the employees and the strength of the management team at Blancco and acknowledges that they will be key to its future success.

Following completion of the Acquisition, certain corporate and support functions which have historically been related to Blancco's status as a listed company may no longer be required or may be reduced in size to reflect Blancco ceasing to be a listed company. It is expected that the non-executive directors of Blancco will resign as directors of Blancco with effect from completion of the Acquisition.

Prior to this announcement, consistent with market practice, Francisco Partners was granted access to Blancco's senior management for the purposes of confirmatory due diligence. However, because of the constraints of a public offer process, Francisco Partners has not yet had access to sufficiently detailed information to formulate specific plans or intentions regarding the impact of the Acquisition on Blancco. Following completion of the Acquisition, Francisco Partners intends to work with Blancco's management team to review Blancco's business and operations and implement operational best practices to accelerate Blancco's growth and performance, enhance profitability and create greater employment opportunities over the long term.

As at the date of this announcement, the results of this review are uncertain, and no firm decisions have been made by Francisco Partners in relation to specific actions which may be taken. However, Francisco Partners has no intention of making any material change to the balance of skills and functions of Blancco's employees and management. Subject to the above, Francisco Partners does not intend this review to result in a material headcount reduction. Any headcount reductions will be carried out in accordance with applicable law (including, in jurisdictions where relevant, informing and consulting obligations).

*Intentions for Existing Rights and Pensions*

Following the completion of the Acquisition, the existing contractual and statutory employment rights, including pension rights, of the management and employees of Blancco shall be fully safeguarded in accordance with applicable law. Blancco only has in place defined contribution pension schemes. Francisco Partners does not intend to make any material changes in the terms



and conditions of employment of Blancco employees or the contribution arrangements for any of Blancco's pension schemes.

#### *Intentions for Management Incentivisation Arrangements*

Francisco Partners has not entered into and has not discussed any form of incentivisation arrangements with members of Blancco's management, but may put in place incentive arrangements for certain members of the Blancco management team following completion of the Acquisition.

#### *Intentions for Headquarters, Locations, Fixed Assets and Research & Development*

Francisco Partners has no intention to redeploy Blancco's fixed asset base. Following completion of the Acquisition, Bidco may identify areas of the Blancco business where investment can be increased. However, based on diligence performed to date, Francisco Partners does not intend to change the operations, places of business, or headquarters of Blancco, nor its research and development functions.

#### *Trading facilities*

Blancco Shares are admitted to trading on AIM. As set out in paragraph 14 below, if Bidco reaches the requisite acceptance thresholds, an application will be made to the London Stock Exchange for the cancellation of the admission to trading of Blancco Shares on AIM.

Following the Acquisition becoming or being declared unconditional and the Blancco Shares having been de-listed, Bidco intends to procure that Blancco shall be re-registered as a private company.

None of the statements in this paragraph 7 constitute "post-offer undertakings" for the purposes of Rule 19.5 of the Takeover Code.

### **8. Information relating to Blancco**

Blancco is a market leader in secure data erasure and mobile lifecycle solutions. The company's core product offering is an array of B2B secure data erasure software provided to enterprises, IT asset disposal (ITAD) vendors and the mobile industry. Blancco's long-standing position in the market is supported by a network of blue-chip channel partnerships, which include ServiceNow, AWS, Accenture and Tata Consulting.

Blancco allows organizations to protect end-of-life data against unauthorised access, safely redeploy data storage assets, and firmly comply with increased data protection and privacy requirements. Blancco's precise device diagnostics supports the transition to the circular economy by enabling IT assets to be safely reused, helping enterprises, ITAD, recyclers, and mobile industry stakeholders to operate more sustainably.

Blancco was founded in 1997, is based in the UK and has 20 offices across 17 countries. With over 2,500 customers served across 70 countries, Blancco employs c.350 employees, performs c.145,000 daily data erasures and owns 40+ patents.

### **9. Information relating to Bidco and Francisco Partners**

Bidco is a newly incorporated entity indirectly owned by the Francisco Partners Funds. Bidco is incorporated under the laws of England and Wales and has not traded since incorporation, nor has it entered into any obligations, other than in connection with the Acquisition and the financing of the Acquisition.

Francisco Partners is a leading global investment firm that specializes in partnering with technology and technology-enabled businesses. Since its launch over 20 years ago, Francisco Partners has invested in more than 400 technology companies, making it one of the most active and longstanding investors in the technology industry. With approximately \$45 billion in capital raised, the firm invests in opportunities where its deep sectoral knowledge and operational expertise can help companies realize their full potential.

Further details in relation to Bidco and Francisco Partners will be contained in the Offer Document.

#### **10. Financing of the Acquisition**

The Cash Consideration payable to Blancco Shareholders under the terms of the Acquisition will be financed by a combination of equity funding to be invested indirectly by the Francisco Partners Funds and committed debt funding to be provided by the Lenders under the Interim Facilities Agreement.

Canaccord Genuity, as financial adviser to Francisco Partners and Bidco is satisfied that sufficient resources are available to Bidco to satisfy in full the Cash Consideration payable to Blancco Shareholders under the terms of the Acquisition.

Further information about the financing of the Acquisition will be set out in the Offer Document.

#### **11. Blancco Share Plans**

Participants in the Blancco Share Plans will be contacted regarding the effect of the Acquisition on their rights under the Blancco Share Plans. A summary of the proposals is set out in Appendix 4 to this announcement. Further details of the terms of such proposals will be included in the letters to be sent to participants in the Blancco Share Plans as required by Rule 15 of the Takeover Code.

#### **12. Offer-related arrangements**

##### *Confidentiality Agreement*

On 30 May 2023, Francisco Partners and Blancco entered into a confidentiality agreement (the “**Confidentiality Agreement**”) in relation to the Acquisition, pursuant to which, amongst other things, Francisco Partners has undertaken to keep confidential information relating to Blancco and to the Acquisition and not to disclose it to third parties (with certain exceptions). These confidentiality obligations will remain in force until the second anniversary of the date of the Confidentiality Agreement. The Confidentiality Agreement contains standstill provisions which restricted Francisco Partners from acquiring or seeking to acquire interests in the securities of Blancco, with those restrictions ceasing to apply upon the release of this announcement.

#### **13. Acquisition structure, timetable and Conditions to the Acquisition**

It is intended that the Acquisition will be implemented by way of a takeover offer within the meaning of Chapter 3 of Part 28 of the Companies Act.

Bidco will make the Offer through the despatch of the Offer Document and Form of Acceptance, both of which will be posted to Blancco Shareholders (or made available electronically in accordance with the Takeover Code) no later than 28 days after the date of this

announcement (unless agreed otherwise with the Panel). The Offer Document will contain the formal terms of, and Conditions applicable to, the Acquisition.

The Acquisition will be subject to the Conditions and further terms set out in Appendix 1 to this announcement, and to be set out in full in the Offer Document, including, amongst others, the Acceptance Condition.

As described further in Appendix 1, and subject to the rules of the Takeover Code, the Acceptance Condition shall be satisfied once valid acceptances of the Offer have been received by no later than 1.00 p.m. on the Unconditional Date (or such other times and/or dates as Bidco may specify, subject to the rules of the Takeover Code and where applicable with the consent of the Panel) in respect of such number of Blancco Shares which, when aggregated with the Blancco Shares held, acquired or agreed to be acquired by Bidco and/or any of its wholly-owned subsidiaries, carry in aggregate not less than 90 per cent. of the voting rights then normally exercisable at a general meeting of Blancco.

Bidco may, in its absolute discretion, decide to waive the Acceptance Condition down to a lesser percentage in accordance with Rule 10 of the Takeover Code, provided that the Acceptance Condition will not be satisfied unless Bidco and/or any of its wholly-owned subsidiaries has acquired or agreed to acquire (whether pursuant to the Offer or otherwise) Blancco Shares carrying in aggregate more than 50 per cent. of the voting rights then exercisable at a general meeting of Blancco.

Subject to the satisfaction or (if permitted) waiver of the Conditions and certain further terms set out in Appendix 1, it is expected that the Acquisition will become or be declared unconditional during the fourth quarter of 2023.

The Acquisition shall lapse unless all of the Conditions have been fulfilled or, where permitted, waived or, where appropriate, have been determined by Bidco to be or remain satisfied, by midnight (London time) on the earlier of the Unconditional Date and the Long Stop Date (subject to the rules of the Takeover Code and, where applicable, the consent of the Panel). Further details are set out in Appendix 1.

Following the Offer becoming or being declared unconditional, the Blancco Shares in respect of which valid acceptance has been received will be transferred to Bidco, in consideration for which the Blancco Shareholders who have validly accepted the Offer shall receive the Cash Consideration on the basis set out in paragraph 2 of this announcement

#### **14. Delisting, cancellation of trading and re-registration**

If Bidco receives acceptances under the Offer in respect of, and/or otherwise acquires, 90 per cent. or more of the Blancco Shares to which the Offer relates and assuming that the Acceptance Condition has been satisfied or waived (if capable of being waived), Bidco intends to exercise its rights pursuant to the provisions of Chapter 3 of Part 28 of the Act to acquire compulsorily any Blancco Shares not acquired or agreed to be acquired by or on behalf of Bidco pursuant to the Offer or otherwise on the same terms as the Offer.

After the Acquisition becomes or is declared unconditional and if Bidco has, by virtue of its shareholdings (and the shareholdings of its wholly-owned subsidiaries) and acceptances of the Offer, acquired or agreed to acquire issued share capital carrying 75 per cent. or more of the voting rights of Blancco (or the appropriate special resolutions are otherwise passed), it is intended that Bidco shall procure that Blancco makes an application to the London Stock Exchange for the cancellation of the admission to trading of Blancco Shares on AIM.

It is anticipated that, subject to any applicable requirements of the London Stock Exchange, cancellation of admission to trading of Blancco Shares on AIM shall take effect no earlier than 20 Business Days after such application is made.

Bidco shall notify Blancco Shareholders when the required 75 per cent. has been attained and confirm that the notice period has commenced and the anticipated date of cancellation.

Following the Acquisition becoming or being declared unconditional and the Blancco Shares having been de-listed, Bidco intends to procure that Blancco shall be re-registered as a private company.

**Such cancellation and re-registration shall significantly reduce the liquidity and marketability of any Blancco Shares in respect of which the Offer has not been accepted at that time and their value may be affected as a consequence. Any remaining Blancco Shareholders would become minority shareholders in a privately controlled limited company and may be unable to sell their Blancco Shares and there can be no certainty that any dividends or other distributions shall be made by Blancco, or that the Blancco Shareholders shall again be offered as much for the Blancco Shares held by them as under the Offer.**

#### **15. Disclosure of interests in Blancco securities**

As at the close of business on the Latest Practicable Date, save for the irrevocable undertakings referred to in paragraph 6 above, neither Bidco nor any of its directors, nor Francisco Partners or any of its partners nor so far as Francisco Partners and Bidco are aware, any person acting in concert (within the meaning of the Takeover Code) with Bidco for the purposes of the Acquisition: (i) had any interest in or right to subscribe for or had borrowed or lent any Blancco Shares or securities convertible or exchangeable into Blancco Shares; or (ii) had any short positions in respect of relevant securities of Blancco (whether conditional or absolute and whether in the money or otherwise), including any short position under a derivative, any agreement to sell or any delivery obligation or right to require another person to purchase or take delivery; or (iii) has borrowed or lent any relevant securities of Blancco (including, for these purposes, any financial collateral arrangements of the kind referred to in Note 4 on Rule 4.6 of the Takeover Code) save for any borrowed shares which have been either on-lent or resold; or (iv) is a party to any dealing arrangement of the kind referred to in Note 11 on the definition of acting in concert in the Takeover Code.

#### **16. Consents**

Each of Rothschild & Co and Canaccord Genuity has given and not withdrawn its consent to the publication of this announcement with the inclusion herein of the references to its name in the form and context in which such references appear.

#### **17. Documents available on website**

Copies of the following documents will be available promptly on a dedicated microsite established for the purpose of the Acquisition and Blancco's website, subject to certain restrictions relating to persons resident in Restricted Jurisdictions, at <https://www.whitebidco.com/> and <https://www.blancco.com/investors/investor-center/information-for-blancco-shareholders/> respectively and in any event by no later than 12 noon (London time) on the Business Day following the publication of this announcement until the end of the offer period:

- (a) this announcement;

- (b) the Confidentiality Agreement;
- (c) the documents entered into for the financing of the Acquisition referred to in paragraph 10, including the Interim Facilities Agreement;
- (d) the equity commitment letter dated on or about the date hereof between Bidco and the Francisco Partners Funds;
- (e) the representation and undertaking letter dated on or about the date hereof from, amongst others, Bidco and the Francisco Partners Funds, to Canaccord Genuity;
- (f) the irrevocable undertakings and the letter of intent referred to in paragraph 6; and
- (g) the consent letters of Rothschild & Co and Canaccord Genuity.

The content of the websites referred to in this announcement is not incorporated into and does not form part of this announcement.

## **18. General**

The Acquisition will be on the terms and subject to the Conditions set out herein and in Appendix 1, and to be set out in full in the Offer Document and (in respect of Blancco Shares held in certificated form) the Form of Acceptance which will be sent to Blancco Shareholders within 28 days of this announcement.

The Blancco Shares will be acquired pursuant to the Offer with full title guarantee fully paid and free from all liens, charges, equities, encumbrances, rights of pre-emption and any other interests of any nature whatsoever and together with all rights now or hereafter attaching thereto, including without limitation voting rights and the right to receive and retain in full all dividends and other distributions (if any) announced, declared, made or paid or any other return of value following the Acquisition becoming or being declared unconditional.

Bidco reserves the right, with the consent of the Panel, to elect to implement the Acquisition by way of a Scheme. In such event, the Scheme will be implemented on substantially the same terms, so far as applicable, as those which would apply to the Acquisition, subject to appropriate amendments (including to statutory voting requirements) to reflect the change in method of implementing the Acquisition, including in particular to the amendments referred to in Part C of Appendix 1.

This announcement does not constitute an offer or an invitation to purchase or subscribe for any securities.

The implications of the Offer for persons resident in, or citizens of, jurisdictions outside the United Kingdom may be affected by the laws of the relevant jurisdictions. Such persons should inform themselves about and observe any applicable requirements.

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Jack Devoy

Ropes & Gray International LLP is acting as legal adviser to Francisco Partners and Bidco. Travers Smith LLP is acting as legal adviser to Blanco.

#### **Further information**

*Canaccord Genuity, which is regulated in the United Kingdom by the FCA, is acting as financial adviser to Bidco and Francisco Partners and no one else in connection with the matters described in this announcement and will not be responsible to anyone other than Bidco and Francisco Partners for providing the protections afforded to clients of Canaccord Genuity, or for providing advice in*

*connection with the matters referred to herein. Neither Canaccord Genuity nor any of its group undertakings or affiliates 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 Canaccord Genuity in connection with this announcement or any matter referred to herein.*

*Rothschild & Co, which is authorised and regulated by the FCA in the United Kingdom, is acting exclusively for Blancco and no one else in connection with the matters referred to in this announcement and will not be responsible to anyone other than Blancco for providing the protections afforded to clients of Rothschild & Co, nor for providing advice in relation to the acquisition of Blancco or any other matters referred to in this announcement. 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 announcement, any statement contained in this announcement, the acquisition of Blancco or otherwise. No representation or warranty, express or implied, is made by Rothschild & Co as to the contents of this announcement.*

*Stifel, which is authorised and regulated in the United Kingdom by the FCA, is acting exclusively for Blancco and no one else in connection with the matters referred to in this announcement and will not be responsible to anyone other than Blancco for providing the protections afforded to clients of Stifel nor for providing advice in relation to the acquisition of Blancco or any other matters referred to in this announcement. Neither Stifel 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 Stifel in connection with this announcement, any statement contained in this announcement, the acquisition of Blancco or otherwise. No representation or warranty, express or implied, is made by Stifel as to the contents of this announcement.*

*This announcement is for information purposes only and is not intended to, and does not constitute or form part of any offer or invitation to purchase, or the solicitation of an offer or invitation to purchase or otherwise acquire, subscribe for, sell or otherwise dispose of, any securities or the solicitation of any vote or approval in any jurisdiction pursuant to the Acquisition or otherwise. The Offer will be made solely by the Offer Document, when issued, which (together with the Form of Acceptance in relation to Blancco Shares held in certificated form) will contain the full terms and conditions of the Offer, including details of how the Offer may be accepted.*

*This announcement does not constitute a prospectus or prospectus equivalent document.*

### **Overseas Shareholders**

*This announcement has been prepared in accordance with English law, the Takeover Code, the Market Abuse Regulation and the AIM Rules and information disclosed may not be the same as that which would have been prepared in accordance with the laws of jurisdictions outside England.*

*The distribution of this announcement in jurisdictions other than the United Kingdom and the availability of the Offer to Blancco Shareholders who are not resident in and citizens of the United Kingdom may be affected by the laws of the relevant jurisdictions in which they are located or of which they are citizens. Persons who are not resident in the United Kingdom should inform themselves of, and observe, any applicable legal or regulatory requirements of their jurisdictions. Any failure to comply with the applicable restrictions may constitute a violation of the securities laws of any such jurisdiction. To the fullest extent permitted by applicable law, the companies and persons involved in the Offer disclaim any responsibility or liability for the violation of such restrictions by any person. Further details in relation to Overseas Shareholders will be contained in the Offer Document.*

*Unless otherwise determined by Bidco or required by the Takeover Code, and permitted by applicable law and regulation, the Offer will not be made available, directly or indirectly, in, into or from a Restricted Jurisdiction where to do so would violate the laws in that jurisdiction and no person may accept the Offer by any such use, means, instrumentality or from within a Restricted Jurisdiction or any other jurisdiction if to do so would constitute a violation of the laws of that jurisdiction. Copies of this announcement and any formal documentation relating to the Offer are not being, and must not be, directly or indirectly, mailed or otherwise forwarded, distributed or sent in or into or from any Restricted Jurisdiction and persons receiving such documents (including custodians, nominees and trustees) must not mail or otherwise forward, distribute or send it in or into or from any Restricted Jurisdiction. Doing so may render invalid any related purported acceptance of the Offer. The Offer may not be made directly or indirectly, in or into, or by the use of mails or any means or instrumentality (including, but not limited to, facsimile, e-mail or other electronic transmission, telex or telephone) of interstate or foreign commerce of, or of any facility of a national, state or other securities exchange of any Restricted Jurisdiction and the Offer may not be capable of acceptance by any such use, means, instrumentality or facilities.*

### **Notice to US investors in Blancco**

*The Offer relates to the shares of an English company and is being made by means of a contractual takeover offer under the Takeover Code and under the laws of England and Wales. The Offer will be made in the United States pursuant to all applicable laws and regulations, including, to the extent applicable, Section 14(e) and Regulation 14E under the US Securities Exchange Act of 1934, as amended (the “US Exchange Act”) and otherwise in accordance with the requirements of the Takeover Code. Accordingly, the Offer will be subject to the disclosure and other procedural requirements, including with respect to withdrawal rights, offer timetable, settlement procedures and timing of payments that are different from those applicable under US domestic tender offer procedures and law. The Offer will be made in the United States by Bidco and no one else.*

*In accordance with, and to the extent permitted by, the Takeover Code and normal UK market practice, Canaccord Genuity and its respective affiliates may continue to act as exempt principal traders or exempt market makers in Blancco Shares on AIM and will engage in certain other purchasing activities consistent with their respective normal and usual practice and applicable law, as permitted by Rule 14e-5(b)(9) under the US Exchange Act.*

*In accordance with, and to the extent permitted by, the Takeover Code and normal UK market practice, Bidco, its affiliates, their advisors and nominees or brokers (acting as agents) may make certain purchases of, or arrangements to purchase, Blancco Shares outside the Offer, such as in open market purchases or privately negotiated purchases, during the offer period and the period in which the Offer remains open for acceptance. If such purchases or arrangements to purchase were to be made, they would be made outside the US and would comply with applicable law, including United Kingdom laws and the US Exchange Act. Any such purchases by Bidco or its affiliates will not be made at prices higher than the price of the Offer provided in this announcement unless the price of the Offer is increased accordingly. Any information about such purchases or arrangements to purchase shall be disclosed as required under United Kingdom laws and will be available to all investors (including US investors) via the Regulatory Information Service and shall be available on the London Stock Exchange website at [www.londonstockexchange.com](http://www.londonstockexchange.com). To the extent that such information is required to be publicly disclosed in the United Kingdom in accordance with applicable regulatory requirements, this information will, as applicable, also be publicly disclosed in the United States.*

*It may be difficult for US holders of Blancco Shares to enforce their rights and any claim arising out of the US securities laws in connection with the Offer, since Bidco and Blancco are located in a non-US jurisdiction, and some or all of their officers and directors may be residents of a non-US jurisdiction. US holders of Blancco Shares may not be able to sue a non-US company or its officers or directors in a non-US court for violations of the US securities laws. Further, it may be difficult to compel a non-US company and its affiliates to subject themselves to a US court’s judgement.*



*The financial information included in this announcement has been prepared in accordance with accounting standards applicable in the United Kingdom and thus may not be comparable to financial information of US companies or companies whose financial statements are prepared in accordance with generally accepted accounting principles in the US (“US GAAP”). US GAAP differs in certain significant respects from accounting standards applicable in the United Kingdom. None of the financial information in this announcement has been audited in accordance with auditing standards generally accepted in the United States or the auditing standards of the Public Company Accounting Oversight Board (United States).*

*Neither the Offer nor this announcement have been approved or disapproved by the US Securities and Exchange Commission, any state securities commission in the United States or any other US regulatory authority, nor have such authorities approved or disapproved or passed judgement upon the fairness or the merits of the Offer, or determined if the information contained in this announcement is adequate, accurate or complete. Any representation to the contrary is a criminal offence in the United States. The receipt of cash pursuant to the Offer by a US holder as consideration for the transfer of its Blancco Shares pursuant to the Offer will likely be a taxable transaction for US federal income tax purposes and under applicable US state and local, as well as foreign and other, tax laws. Each US holder of Blancco Shares is urged to consult their independent legal, tax and financial advisers regarding the tax consequences of the Offer applicable to them, including for US federal income tax purposes and under applicable US state and local, as well as overseas and other, tax laws.*

### **Forward looking statements**

*This announcement (including information incorporated by reference in this announcement), oral statements made regarding the Acquisition, and other information published by Bidco and Blancco contain statements which are, or may be deemed to be, “forward-looking statements”. Forward-looking statements are prospective in nature and are not based on historical facts, but rather on current expectations and projections of the management of Francisco Partners and Blancco about future events, and are therefore subject to risks and uncertainties which could cause actual results to differ materially from the future results expressed or implied by the forward-looking statements.*

*The forward-looking statements contained in this announcement include statements relating to the expected effects of the Offer on Bidco and Blancco (including their future prospects, developments and strategies), the expected timing and scope of the Offer and other statements other than historical facts. Often, but not always, forward-looking statements can be identified by the use of forward-looking words such as “plans”, “expects” or “does not expect”, “is expected”, “is subject to”, “budget”, “projects”, “strategy”, “scheduled”, “estimates”, “forecasts”, “intends”, “anticipates” or “does not anticipate”, or “believes”, or variations of such words and phrases or statements that certain actions, events or results “may”, “could”, “should”, “would”, “might” or “will” be taken, occur or be achieved. Although Bidco and/or Blancco (as appropriate) believe that the expectations reflected in such forward-looking statements are reasonable, Bidco and Blancco can give no assurance that such expectations will prove to be correct. By their nature, forward-looking statements involve risk and uncertainty because they relate to events and depend on circumstances that will occur in the future. There are a number of factors that could cause actual results and developments to differ materially from those expressed or implied by such forward-looking statements.*

*These factors include, but are not limited to: the ability to complete the Acquisition; the satisfaction of other Conditions on the proposed terms and schedule; future market conditions; changes in general economic and business conditions; the behaviour of other market participants; the anticipated benefits from the Acquisition not being realised as a result of changes in general economic and market conditions in the countries in which Bidco and Blancco operate; weak, volatile or illiquid capital and/or credit markets; changes in tax rates, interest rate and currency value fluctuations; the degree of competition in the geographic and business areas in which Bidco and Blancco operate; and/or changes in laws or in supervisory expectations or requirements. Other unknown or unpredictable factors could cause actual results to differ materially from those in the forward-looking statements. Such forward-*

looking statements should therefore be construed in the light of such factors. Neither Bidco nor Blancco, nor any of their respective associates or directors, officers or advisers, provides any representation, assurance or guarantee that the occurrence of the events expressed or implied in any forward-looking statements in this announcement will actually occur. You are cautioned not to place any reliance on these forward-looking statements. Other than in accordance with their legal or regulatory obligations, neither Bidco nor Blancco is under any obligation, and Bidco and Blancco expressly disclaim any intention or obligation, to update or revise any forward-looking statements, whether as a result of new information, future events or otherwise.

### **Disclosure requirements of the Takeover Code**

*Under Rule 8.3(a) of the Takeover Code, any person who is interested in 1 per cent. or more of any class of relevant securities of an offeree company or of any securities exchange offeror (being any offeror other than an offeror in respect of which it has been announced that its offer is, or is likely to be, solely in cash) must make an Opening Position Disclosure following the commencement of the offer period and, if later, following the announcement in which any securities exchange offeror is first identified. An Opening Position Disclosure must contain details of the person's interests and short positions in, and rights to subscribe for, any relevant securities of each of (i) the offeree company and (ii) any securities exchange offeror(s). An Opening Position Disclosure by a person to whom Rule 8.3(a) applies must be made by no later than 3.30 pm (London time) on the 10th Business Day following the commencement of the offer period and, if appropriate, by no later than 3.30 pm (London time) on the 10th Business Day following the announcement in which any securities exchange offeror is first identified. Relevant persons who deal in the relevant securities of the offeree company or of a securities exchange offeror prior to the deadline for making an Opening Position Disclosure must instead make a Dealing Disclosure.*

*Under Rule 8.3(b) of the Takeover Code, any person who is, or becomes, interested in 1 per cent. or more of any class of relevant securities of the offeree company or of any securities exchange offeror must make a Dealing Disclosure if the person deals in any relevant securities of the offeree company or of any securities exchange offeror. A Dealing Disclosure must contain details of the dealing concerned and of the person's interests and short positions in, and rights to subscribe for, any relevant securities of each of (i) the offeree company and (ii) any securities exchange offeror(s), save to the extent that these details have previously been disclosed under Rule 8. A Dealing Disclosure by a person to whom Rule 8.3(b) applies must be made by no later than 3.30 pm (London time) on the Business Day following the date of the relevant dealing.*

*If two or more persons act together pursuant to an agreement or understanding, whether formal or informal, to acquire or control an interest in relevant securities of an offeree company or a securities exchange offeror, they will be deemed to be a single person for the purpose of Rule 8.3.*

*Opening Position Disclosures must also be made by the offeree company and by any offeror and Dealing Disclosures must also be made by the offeree company, by any offeror and by any persons acting in concert with any of them (see Rules 8.1, 8.2 and 8.4).*

*Details of the offeree and offeror companies in respect of whose relevant securities Opening Position Disclosures and Dealing Disclosures must be made can be found in the Disclosure Table on the Takeover Panel's website at <https://www.thetakeoverpanel.org.uk/>, including details of the number of relevant securities in issue, when the offer period commenced and when any offeror was first identified. You should contact the Panel's Market Surveillance Unit on +44 (0)20 7638 0129 if you are in any doubt as to whether you are required to make an Opening Position Disclosure or a Dealing Disclosure.*

### **Publication on website and hard copies**

*This announcement and the documents required to be published pursuant to Rule 26.1 of the Takeover Code will be available, subject to certain restrictions relating to persons resident in Restricted*

*Jurisdictions, on a dedicated microsite established for the purpose of the Acquisition at <https://www.whitebidco.com/> and Blancco's website at <https://www.blancco.com/investors/investor-center/information-for-blancco-shareholders/> promptly and in any event by no later than 12 noon (London time) on the Business Day following the publication of this announcement. The content of the websites referred to in this announcement is not incorporated into and does not form part of this announcement.*

*In accordance with Rule 30.3 of the Takeover Code, Blancco Shareholders and persons with information rights may request a hard copy of this announcement by contacting Blancco's registrars, Computershare, The Pavilions, Bridgwater Road Bristol BS13 8AE during business hours between 9.00 a.m. - 5.30 p.m., Monday to Friday excluding public holidays in England and Wales, on 0370 889 4099 (or +44 370 889 4099 from abroad). For persons who receive a copy of this announcement in electronic form or via a website notification, a hard copy of this announcement will not be sent unless so requested. Such persons may also request that all future documents, announcements and information to be sent to you in relation to the Acquisition should be in hard copy form.*

### **No profit forecasts, estimates or quantified benefits statements**

*Nothing in this announcement is intended, or is to be construed, as a profit forecast, profit estimate or quantified benefits statement for any period, and no statement in this announcement should be interpreted to mean that earnings or earnings per share for Blancco for the current or future financial years would necessarily match or exceed the historical published earnings or earnings per share for Blancco.*

### **Electronic Communications**

*Please be aware that addresses, electronic addresses and certain other information provided by Blancco Shareholders, persons with information rights and other relevant persons for the receipt of communications from Blancco may be provided to Bidco during the offer period as required under Section 4 of Appendix 4 of the Takeover Code to comply with Rule 2.11(c) of the Takeover Code.*

### **Rounding**

*Certain figures included in this announcement have been subjected to rounding adjustments. Accordingly, figures shown for the same category presented in different tables may vary slightly and figures shown as totals in certain tables may not be an arithmetic aggregation of figures that precede them.*

### **Rule 2.9 of the Takeover Code**

*For the purposes of Rule 2.9 of the Takeover Code, Blancco confirms that, as at 1 August 2023, it had in issue 75,709,857 ordinary shares of £0.02 each. The International Securities Identification Number (ISIN) for the ordinary shares is GB00B06GNN57.*

### **General**

*If you are in doubt about the contents of this announcement or the action you should take, you are recommended to seek your own independent financial advice immediately from your stockbroker, bank manager, solicitor, accountant or independent financial adviser duly authorised under the Financial Services and Markets Act 2000 (as amended) if you are a resident in the United Kingdom or, if not, from another appropriately authorised independent financial adviser.*

## APPENDIX 1

### CONDITIONS AND FURTHER TERMS OF THE ACQUISITION

#### Part A: Conditions to the Acquisition

##### Acceptance Condition

1. The Acquisition is subject to valid acceptances of the Offer being received (and not validly withdrawn in accordance with the rules and requirements of the Takeover Code and the terms of the Offer) by no later than 1.00 p.m. (London time) on the Unconditional Date (or such other time(s) and/or date(s) as Bidco may, in accordance with the Takeover Code and, where applicable, with the consent of the Panel, decide) in respect of such number of Blancco Shares which, when aggregated with the Blancco Shares held, acquired or agreed to be acquired by Bidco and/or any of its wholly-owned subsidiaries (whether pursuant to the Offer or otherwise), before such time, will result in Bidco and/or any of its wholly-owned subsidiaries together holding in aggregate Blancco Shares carrying not less than 90 per cent. (or such lesser percentage as Bidco may decide) of the voting rights then normally exercisable at a general meeting of Blancco, provided that this condition will not be satisfied unless Bidco and/or any of its wholly-owned subsidiaries holds, shall have acquired or have agreed to acquire (whether pursuant to the Offer or otherwise), Blancco Shares carrying in aggregate more than 50 per cent. of the voting rights then normally exercisable at a general meeting of Blancco (the "**Acceptance Condition**"). Unless the Panel consents otherwise, the Acceptance Condition shall only be capable of being satisfied when all other Conditions set out in paragraph 2 below have been either satisfied or, if permitted, waived.
2. For the purposes of this Acceptance Condition:
  - (i) Blancco Shares that have been unconditionally allotted, but not issued, before the Offer becomes or is declared unconditional, whether pursuant to the exercise of any outstanding subscription or conversion rights or otherwise, shall be deemed to carry the voting rights they will carry upon issue;
  - (ii) all percentages of voting rights, share capital and relevant securities are to be calculated by reference to the number of issued Blancco Shares excluding any and all shares held in treasury by Blancco from time to time; and
  - (iii) valid acceptances shall be deemed to have been received in respect of Blancco Shares which are treated for the purposes of Part 28 of the Companies Act as having been acquired or contracted to be acquired by Bidco by virtue of acceptances of the Offer or otherwise.

##### Other conditions

3. Subject to the requirements of the Panel, the Acquisition will also be conditional upon the following Conditions and, accordingly, the Acquisition will not become or be declared unconditional unless the following Conditions (as amended if appropriate) have been satisfied or waived:

##### Other Third Party clearances

- (a) the waiver (or non-exercise within any applicable time limits) by any relevant central bank, government or governmental, quasi-governmental, supranational, statutory, regulatory, environmental, administrative, fiscal or investigative body, court, trade agency, association, institution, environmental body, employee representative body or

any other body or person whatsoever having similar authority with respect to the Acquisition in any jurisdiction (each a “**Third Party**”) of any termination right, right of pre-emption, first refusal or similar right (which is material in the context of the Wider Blancco Group taken as a whole) arising as a result of or in connection with the Acquisition including, without limitation, its implementation and financing or the proposed direct or indirect acquisition of any shares or other securities in, or control or management of, Blancco by Bidco or any member of the Wider Bidco Group;

- (b) no antitrust regulator or Third Party having given notice of a decision to take, institute, implement or threaten any action, proceeding, suit, investigation, enquiry or reference (and in each case, not having withdrawn the same), or having required any action to be taken or otherwise having done anything or having enacted, made or proposed any statute, regulation, decision, order or change to published practice (and in each case, not having withdrawn the same) and there not continuing to be outstanding any statute, regulation, decision or order which would or might reasonably be expected to:
- (i) make the Acquisition, its implementation or the acquisition or proposed acquisition of any shares or other securities in, or control or management of, any member of the Wider Blancco Group by any member of the Wider Bidco Group void, voidable, illegal and/or unenforceable under the laws of any relevant jurisdiction, or otherwise directly or indirectly prevent, prohibit, or materially restrain, restrict, impede, challenge, delay or otherwise materially interfere with the approval or implementation of, or impose additional material conditions or obligations with respect to, the Acquisition or any matter arising from the proposed acquisition of any shares or other securities in, or control or management of, any member of the Wider Blancco Group by any member of the Wider Bidco Group;
  - (ii) require, prevent or delay the divestiture or materially alter the terms envisaged for such divestiture by any member of the Wider Bidco Group or by any member of the Wider Blancco Group of all or any material part of their businesses, assets or property or impose any limitation on the ability of all or any of them to conduct their businesses (or any part thereof) or to own, control or manage any of their assets or properties (or any part thereof) to an extent which is material in the context of the Wider Blancco Group taken as a whole;
  - (iii) impose any limitation on, or result in a delay in, the ability of any member of the Wider Bidco Group directly or indirectly to acquire or hold or to exercise effectively all or any rights of ownership in respect of shares or other securities in Blancco (or any member of the Wider Blancco Group) or on the ability of any member of the Wider Blancco Group or any member of the Wider Bidco Group directly or indirectly to hold or exercise effectively any rights of ownership in respect of shares or other securities (or the equivalent) in, or to exercise management control over, any member of the Wider Blancco Group, in each case or taken together, to an extent which is material in the context of the Wider Blancco Group taken as a whole or the Wider Bidco Group taken as a whole;
  - (iv) other than pursuant to the implementation of the Acquisition, require any member of the Wider Bidco Group or the Wider Blancco Group to acquire or offer to acquire any shares, other securities (or the equivalent) or interest in any member of the Wider Blancco Group or any asset owned by any third party;

- (v) require, prevent or delay a divestiture by any member of the Wider Bidco Group of any shares or other securities (or the equivalent) in any member of the Wider Blancco Group to an extent which is materially adverse in the context of the Wider Blancco Group taken as a whole;
- (vi) result in any member of the Wider Blancco Group or any member of the Wider Bidco Group ceasing to be able to carry on business under any name under which it presently carries on business to an extent which is materially adverse in the context of the Wider Blancco Group taken as a whole;
- (vii) impose any limitation on the ability of any member of the Wider Bidco Group or any member of the Wider Blancco Group to conduct, integrate or coordinate all or any part of their respective businesses with all or any part of the business of any other member of the Wider Bidco Group and/or the Wider Blancco Group; or
- (viii) otherwise affect the business, assets, value, profits, prospects or operational performance of any member of the Wider Blancco Group or any member of the Wider Bidco Group, in each case or taken together, in a manner which is materially adverse to the Wider Blancco Group taken as a whole or of the obligations of any members of the Wider Bidco Group taken as a whole,

and all applicable waiting and other time periods (including any extensions thereof) during which any antitrust regulator or any Third Party could decide to take, institute, implement or threaten any such action, proceeding, suit, investigation, enquiry or reference or take any other step under the laws of any jurisdiction in respect of the Offer or proposed acquisition of any Blancco Shares or otherwise intervene having expired, lapsed, or been terminated;

- (c) no undertakings or assurances being required from Francisco Partners, any member of the Wider Bidco Group or any member of the Wider Blancco Group by the Secretary of State or any other Third Party, except on terms reasonably satisfactory to Bidco;
- (d) all notifications, filings or applications which are reasonably deemed by Bidco to be necessary or appropriate having been made in connection with the Acquisition and all necessary waiting and other time periods (including any extensions thereof) under any applicable legislation or regulation of any jurisdiction having expired, lapsed or been terminated (as appropriate) and all statutory and regulatory obligations in any jurisdiction having been complied with in each case in respect of the Acquisition and all Authorisations which are reasonably deemed by Bidco to be necessary or appropriate in any jurisdiction for or in respect of the Acquisition or the proposed acquisition of any shares or other securities in, or control of, Blancco by any member of the Wider Bidco Group having been obtained in terms and in a form reasonably satisfactory to Bidco from all appropriate Third Parties or (without prejudice to the generality of the foregoing) from any person or bodies with whom any member of the Wider Blancco Group or the Wider Bidco Group has entered into contractual arrangements and all such Authorisations which are reasonably deemed by Bidco to be necessary or appropriate to carry on the business of any member of the Wider Blancco Group in the manner and in any jurisdiction in which such business is currently conducted having been obtained in each case where the direct consequence of a failure to make such notification or filing or to wait for the expiry, lapse or termination of any such waiting or other time period or to comply with such obligation or obtain such Authorisation would be unlawful in any relevant jurisdiction or, in each case or taken together, have a material adverse effect on the Wider Blancco Group, any member of the Wider Bidco Group or the ability of Bidco to implement the Acquisition and all

such Authorisations remaining in full force and effect at the time at which the Acquisition becomes otherwise unconditional and there being no notice or intimation of an intention to revoke, suspend, restrict, modify or not to renew such Authorisations;

#### **Confirmation of absence of adverse circumstances**

- (e) except as Disclosed, there being no provision of any arrangement, agreement, licence, permit, franchise, lease or other instrument to which any member of the Wider Blancco Group is a party or by or to which any such member or any of its assets is or may be bound, entitled or be subject or any event or circumstance which, as a consequence of the Acquisition or the proposed acquisition by any member of the Wider Bidco Group of any shares or other securities in Blancco or because of a change in the control or management of any member of the Wider Blancco Group or otherwise, would or might reasonably be expected to result in, and in each case or taken together, to an extent which is materially adverse in the context of the Wider Blancco Group or the Wider Bidco Group, in either case, taken as a whole:
- (i) any monies borrowed by, or any other indebtedness, liabilities, actual or contingent of, or any grant available to, any member of the Wider Blancco Group being or becoming repayable, or capable of being declared repayable, immediately or prior to its or their stated maturity date or repayment date, or the ability of any such member to borrow monies or incur any indebtedness being withdrawn or inhibited or being capable of becoming or being withdrawn or inhibited;
  - (ii) the rights, liabilities, obligations, interests or business of any member of the Wider Blancco Group or any member of the Wider Bidco Group under any such arrangement, agreement, licence, permit, lease or instrument or the interests or business of any member of the Wider Blancco Group or any member of the Wider Bidco Group in or with any other firm or company or body or person (or any agreement or arrangement relating to any such business or interests) being or becoming capable of being terminated or adversely modified or affected or any onerous obligation or liability arising or any adverse action being taken or arising thereunder;
  - (iii) any member of the Wider Blancco Group ceasing to be able to carry on business under any name under which it presently carries on business;
  - (iv) any assets or interests of, or any asset the use of which is enjoyed by, any member of the Wider Blancco Group being or falling to be disposed of or charged or any right arising under which any such asset or interest could be required to be disposed of or charged or could cease to be available to any member of the Wider Blancco Group otherwise than in the ordinary course of business;
  - (v) the creation or enforcement of any mortgage, charge or other security interest over the whole or any part of the business, property or assets of any member of the Wider Blancco Group or any such mortgage, charge or other security interest (whenever created, arising or having arisen), becoming enforceable;
  - (vi) the business, assets, value, financial or trading position, profits, prospects or operational performance of any member of the Wider Blancco Group being prejudiced or adversely affected;

- (vii) the creation or acceleration of any liability (actual or contingent) by any member of the Wider Blancco Group other than trade creditors or other liabilities incurred in the ordinary course of business; or
- (viii) any liability of any member of the Wider Blancco Group to make any severance, termination, bonus or other payment to any of its directors.

**No material transactions, claims or changes in the conduct of the business of the Wider Blancco Group**

- (f) except as Disclosed, no member of the Wider Blancco Group having since 30 June 2022:
  - (i) save as between Blancco and its wholly-owned subsidiaries or between such wholly-owned subsidiaries, issued or agreed to issue or authorised or proposed or announced its intention to authorise or propose the issue of additional shares of any class, or securities or securities convertible into, or exchangeable for, or rights, warrants or options to subscribe for or acquire, any such shares or convertible securities or transferred or sold or agreed to transfer or sell or authorised or proposed the transfer or sale of Blancco Shares out of treasury;
  - (ii) recommended, declared, paid or made or proposed to recommend, declare, pay or make any bonus issue, dividend or other distribution (whether payable in cash or otherwise) other than to Blancco, one of its wholly-owned subsidiaries or between such wholly-owned subsidiaries;
  - (iii) save as between Blancco and its wholly-owned subsidiaries or between such wholly-owned subsidiaries, merged with (by statutory merger or otherwise) or demerged from or acquired any corporate, partnership or business or acquired or disposed of, or, other than in the ordinary course of business, transferred, mortgaged or charged or created any security interest over, any assets or any right, title or interest in any asset (including shares and trade investments) or authorised, proposed or announced any intention to do so in each case or taken together, to an extent material in the context of the Wider Blancco Group taken as a whole;
  - (iv) save as between Blancco and its wholly-owned subsidiaries or between such wholly-owned subsidiaries, made, authorised, proposed or announced an intention to propose any change in its loan capital;
  - (v) issued, authorised or proposed or announced an intention to authorise or propose the issue of, or made any change in or to the terms of, any debentures or (save in the ordinary course of business and save as between Blancco and its wholly-owned subsidiaries or between such wholly-owned subsidiaries) incurred or increased any indebtedness or become subject to any contingent liability, in each case or taken together, to an extent material in the context of the Wider Blancco Group taken as a whole;
  - (vi) entered into, varied, authorised or proposed entry into or variation of, or announced its intention to enter into or vary, any contract, transaction, arrangement or commitment (whether in respect of capital expenditure or otherwise) (otherwise than in the ordinary course of business) which is of a long term, unusual or onerous nature, or which involves or could reasonably be expected to involve an obligation of a nature or magnitude which is, in any such case or taken together, material in the context of the Wider Blancco Group



or in the context of the Acquisition, or which is or is reasonably likely to be restrictive on the business of any member of the Wider Blancco Group to an extent which is or is likely to be material to the Wider Blancco Group taken as a whole;

- (vii) entered into any licence or other disposal of intellectual property rights of any member of the Wider Blancco Group which are material in the context of the Wider Blancco Group taken as a whole and outside the normal course of business;
- (viii) entered into, varied, authorised or proposed entry into or variation of, or announced its intention to enter into or vary the terms of or made any offer (which remains open for acceptance) to enter into or vary to a material extent the terms of, any contract, commitment, arrangement or any service agreement with any director or other person (if any) employed or to be employed by the Wider Blancco Group save for fee or salary increases or variations of terms in the ordinary course;
- (ix) other than grant of options and/or awards under the Blancco Share Plans entered into, authorised, proposed or agreed to provide any share option scheme, incentive scheme, or other benefit relating to the employment or termination of employment of any person which, in each case or taken together, are material in the context of the Wider Blancco Group taken as a whole;
- (x) entered into, authorised, proposed or agreed to provide pension scheme or other retirement or death benefit arrangements established for the directors, former directors or other persons (if any) employed or to be employed by any entity in the Wider Blancco Group, which in each case or taken together, is material in the context of the Wider Blancco Group taken as a whole;
- (xi) entered into, implemented or effected, or authorised, proposed or announced its intention to implement or effect, any joint venture, asset or profit sharing arrangement, partnership, composition, assignment, reconstruction, amalgamation, commitment, scheme or other transaction or arrangement (other than the Acquisition) otherwise than in the ordinary course of business;
- (xii) purchased, redeemed or repaid or announced any proposal to purchase, redeem or repay any of its own shares or other securities or reduced or, save in respect of the matters mentioned in sub-paragraph (i) above, made any other change to any part of its share capital to an extent which (other than in the case of Blancco) is material in the context of the Wider Blancco Group taken as a whole;
- (xiii) other than with respect to claims between Blancco and its wholly owned subsidiaries (or between such subsidiaries) waived, compromised or settled any claim otherwise than in the ordinary course of business which is material in the context of the Wider Blancco Group taken as a whole;
- (xiv) made any material alteration to its articles of association or other constitutional documents (in each case, other than in connection with the Acquisition or as required under the terms of the existing facility agreements of the Blancco Group);
- (xv) (other than in respect of a member of the Wider Blancco Group which is dormant and was solvent at the relevant time) taken or proposed any steps,

corporate action or had any legal proceedings instituted or threatened against it in relation to the suspension of payments, a moratorium of any indebtedness, its winding-up (voluntary or otherwise), dissolution, reorganisation or for the appointment of any administrator, receiver, manager, administrative receiver, trustee or similar officer of all or any part of its assets or revenues or any analogous proceedings in any jurisdiction or appointed any analogous person in any jurisdiction or had any such person appointed;

- (xvi) been unable, or admitted in writing that it is unable, to pay its debts or commenced negotiations with one or more of its creditors with a view to rescheduling or restructuring any of its indebtedness, or having stopped or suspended (or threatened to stop or suspend) payment of its debts generally or ceased or threatened to cease carrying on all or a substantial part of its business;
- (xvii) entered into any contract, commitment, agreement or arrangement otherwise than in the ordinary course of business or passed any resolution or made any offer (which remains open for acceptance) with respect to or announced an intention to, or to propose to, effect any of the transactions, matters or events referred to in this condition;
- (xviii) terminated or varied the terms of any agreement or arrangement between any member of the Wider Blancco Group and any other person in a manner which would or might be expected to have a material adverse effect on the financial position of the Wider Blancco Group taken as a whole;
- (xix) having taken (or agreed or proposed to take) any action which requires, or would require, the consent of the Panel or the approval of Blancco Shareholders in a general meeting in accordance with, or as contemplated by, Rule 21.1 of the Takeover Code;

**No material adverse change**

- (g) since 30 June 2022, and except as Disclosed, there having been:
  - (i) no adverse change and no circumstance having arisen which would be expected to result in any adverse change or deterioration in the business, assets, value, financial or trading position, profits, prospects or operational performance of any member of the Wider Blancco Group to an extent which is material to the Wider Blancco Group taken as a whole;
  - (ii) no litigation, arbitration proceedings, prosecution or other legal proceedings including, without limitation, with regard to intellectual property rights used by the Wider Blancco Group having been threatened, announced or instituted by or against or remaining outstanding against any member of the Wider Blancco Group or to which any member of the Wider Blancco Group is or may become a party (whether as claimant or defendant or otherwise), which, in any such case or taken together, might reasonably be expected to have a material adverse effect on the Wider Blancco Group taken as a whole, and no enquiry, review, investigation or enforcement proceedings by, or complaint or reference to, any Third Party against or in respect of any member of the Wider Blancco Group having been threatened, announced or instituted by or against, or remaining outstanding in respect of, any member of the Wider Blancco Group which, in any such case or taken together, might reasonably be expected to have an adverse effect on the Wider Blancco Group taken as a whole;

- (iii) no contingent or other liability having arisen, increased or become apparent other than in the ordinary course of business which is reasonably likely to adversely affect the business, assets, financial or trading position, profits, prospects or operational performance of any member of the Wider Blancco Group to an extent which, in each case or taken together, is material to the Wider Blancco Group taken as a whole;
  - (iv) no steps having been taken and no omissions having been made which are reasonably likely to result in the withdrawal, cancellation, termination or modification of any licence held by any member of the Wider Blancco Group, which is necessary for the proper carrying on of its business and the withdrawal, cancellation, termination or modification of which is, in each case or taken together, likely to have a materially adverse effect on the Wider Blancco Group taken as a whole; and
  - (v) no member of the Wider Blancco Group having conducted its business in breach of any applicable laws and regulations and which is materially adverse in the context of the Wider Blancco Group as a whole or materially adverse in the context of the Acquisition;
- (h) since 30 June 2022, and except as Disclosed, Bidco not having discovered:
- (i) that any financial, business or other information concerning the Wider Blancco Group publicly announced or disclosed to any member of the Wider Bidco Group at any time by or on behalf of any member of the Wider Blancco Group or to any of their advisers is misleading, contains a misrepresentation of fact or omits to state a fact necessary to make that information not misleading and which is, in any case, material in the context of the Wider Blancco Group taken as a whole;
  - (ii) that any member of the Wider Blancco Group, is subject to any liability (contingent or otherwise) which is material in the context of the Wider Blancco Group taken as a whole; or
  - (iii) any information which affects the import of any information disclosed to Bidco at any time by or on behalf of any member of the Wider Blancco Group which is material in the context of the Wider Blancco Group;

### **Intellectual Property**

- (i) except as Disclosed, no circumstance having arisen or event having occurred in relation to any intellectual property owned or used by any member of the Wider Blancco Group which would have, in each case or taken together, a material adverse effect on the Wider Blancco Group taken as a whole or is otherwise material in the context of the Acquisition, including:
  - (i) any member of the Wider Blancco Group losing its title to any intellectual property material to its business, or any intellectual property owned by the Wider Blancco Group and material to its business being revoked, cancelled or declared invalid;
  - (ii) any claim being asserted in writing or threatened in writing by any person challenging the ownership of any member of the Wider Blancco Group to, or the validity or effectiveness of, any of its intellectual property; or

- (iii) any agreement regarding the use of any intellectual property licensed to or by any member of the Wider Blancco Group being terminated or varied;

**Anti-corruption, economic sanctions, criminal property and money laundering**

- (j) except as Disclosed, Bidco not having discovered that:
  - (i) any:
    - (A) past or present member, director, officer or employee of the Wider Blancco Group is or has at any time engaged in any activity, practice or conduct (or omitted to take any action) in contravention of the UK Bribery Act 2010, the US Foreign Corrupt Practices Act of 1977, as amended or any other applicable anti-corruption or antibribery law, rule or regulation or any other applicable law, rule or regulation concerning improper payments or kickbacks; or
    - (B) person that performs or has performed services for or on behalf of the Wider Blancco Group is or has at any time engaged in any activity, practice or conduct (or omitted to take any action) in contravention of the UK Bribery Act 2010, the US Foreign Corrupt Practices Act of 1977, as amended or any other applicable anti-corruption or antibribery law, rule or regulation or any other applicable law, rule or regulation concerning improper payments or kickbacks;
  - (ii) any asset of any member of the Wider Blancco Group constitutes criminal property as defined by section 340(3) of the Proceeds of Crime Act 2002 (but disregarding paragraph (b) of that definition) or any member of the Wider Blancco Group is found to have engaged in activities constituting money laundering under any applicable law, rule, or regulation concerning money laundering;
  - (iii) any past or present member, director, officer or employee of the Wider Blancco Group, is or has engaged in any conduct which would violate applicable economic sanctions or dealt with, made any investments in, made any funds or assets available to or received any funds or assets from:
    - (A) any government, entity or individual in respect of which US, UK or European Union persons, or persons operating in those territories, are prohibited from engaging in activities or doing business, or from receiving or making available funds or economic resources, by US, UK or European Union laws or regulations, including the economic sanctions administered by the United States Office of Foreign Assets Control, or HM Revenue & Customs; or
    - (B) any government, entity or individual targeted by any of the economic sanctions of the United Nations, the United States, the United Kingdom, the European Union or any of its member states, save that this shall not apply if and to the extent that it is or would be unenforceable by reason of breach of any applicable blocking law;
  - (iv) any past or present member, director, officer or employee of the Wider Blancco Group:

- (A) has engaged in conduct which would violate any relevant anti-terrorism laws, rules, or regulations, including the U.S. Anti-Terrorism Act;
  - (B) has engaged in conduct which would violate any relevant anti-boycott law, rule, or regulation or any applicable export controls, including the Export Administration Regulations administered and enforced by the U.S. Department of Commerce or the International Traffic in Arms Regulations administered and enforced by the U.S. Department of State;
  - (C) has engaged in conduct which would violate any relevant laws, rules, or regulations concerning human rights, including any law, rule, or regulation concerning false imprisonment, torture or other cruel and unusual punishment, or child labour; or
  - (D) is debarred or otherwise rendered ineligible to bid for or to perform contracts for or with any government, governmental instrumentality, or international organization or found to have violated any applicable law, rule, or regulation concerning government contracting or public procurement; or
- (v) any member of the Wider Blancco Group is or has been engaged in any transaction which would cause the Wider Bidco Group to be in breach of any law or regulation upon the Acquisition completing, including the economic sanctions of the United States Office of Foreign Assets Control, or HM Revenue & Customs, or any other relevant government entity.

## **Part B: Waiver and invocation of the Conditions**

1. Subject to the requirements of the Panel in accordance with the Takeover Code, Bidco reserves the right to waive, in whole or in part, all or any of the Conditions in Part A above, except Condition 1, which cannot be waived.
2. The Acquisition will be subject, inter alia, to the Conditions and certain further terms which are set out in this Appendix 1 and those terms which will be set out in the Offer Document and (in respect of the Blancco Shares in certificated form) the Form of Acceptance and such further terms as may be required to comply with the AIM Rules and the provisions of the Takeover Code.
3. All Conditions must each be fulfilled, determined by Bidco to be or to remain satisfied or (if capable of waiver) be waived by Bidco by midnight (London time) on the earlier of the Unconditional Date or the Long Stop Date (subject to the rules of the Takeover Code and, where applicable, the consent of the Panel), failing which the Acquisition will lapse.
4. Save as may otherwise be required by the Panel, the Acquisition shall not proceed, shall lapse or shall be withdrawn on the Long Stop Date if:
  - (a) sufficient acceptances have not been received so as to enable the Acceptance Condition to be satisfied; or
  - (b) where sufficient acceptances have been received so as to enable the Acceptance Condition to be satisfied, if a Condition relating to an official authorisation or regulatory clearance has not been satisfied or waived and the Panel consents to the Acquisition not proceeding, lapsing or being withdrawn.
5. Bidco shall be under no obligation to waive (if capable of waiver) or treat as satisfied any of the Conditions that it is entitled (with the consent of the Panel) to invoke, by a date earlier than the latest date for the fulfilment or waiver of that Condition, notwithstanding that the other Conditions may at such earlier date have been waived or fulfilled and that there are at such earlier date no circumstances indicating that any of such Conditions may not be capable of fulfilment.
6. Under Rule 13.5(a) of the Takeover Code, Bidco may not invoke a Condition so as to cause the Acquisition not to proceed, to lapse or to be withdrawn unless the circumstances which give rise to the right to invoke the Condition are of material significance to Bidco in the context of the Acquisition. This will be judged by reference to the facts of each case at the time that the relevant circumstances arise.
7. Bidco may only invoke a condition that is subject to Rule 13.5(a) with the consent of the Panel and any condition that is subject to Rule 13.5(a) may be waived by Bidco.
8. The Acceptance Condition is not subject to Rule 13.5(a) of the Takeover Code.
9. If Bidco is required by the Panel to make an offer for Blancco Shares under the provisions of Rule 9 of the Takeover Code, Bidco may make such alterations to any of the above Conditions as are necessary to comply with the provisions of that Rule.
10. The Offer will extend to all Blancco Shares which are in issue as at the date of this announcement and any Blancco Shares which may be unconditionally allotted and/or issued and fully paid (or credited as fully paid) before the Offer closes (other than any Blancco Shares already held by Bidco).

### **Part C: Implementation by way of Scheme**

1. Bidco reserves the right, with the consent of the Panel, to elect to implement the Acquisition by way of a Scheme.
2. If the Acquisition is implemented by way of a Scheme, the Scheme will be implemented, so far as applicable, on the same terms, subject to appropriate amendments to reflect the change in method of effecting the Acquisition, including (without limitation and subject to the consent of the Panel):
  - (a) its approval by a majority in number representing not less than 75% in value of the Blancco Shareholders (or the relevant class or classes thereof, if applicable) present and voting, either in person or by proxy, at the Court Meeting and at any separate class meeting which may be required by the Court or at any adjournment of any such meeting;
  - (b) all resolutions necessary to approve and implement the Scheme being duly passed by the requisite majority or majorities at a Blancco General Meeting or at any adjournment of that meeting; and
  - (c) the sanction of the Scheme by the Court with or without modification (but subject to any such modification being on terms acceptable to Bidco and Blancco) and the delivery of a copy of the Scheme Court Order to the Registrar of Companies.
3. In addition, if the Acquisition is implemented by way of a Scheme, the Scheme will be conditional upon the Conditions (other than the Acceptance Condition) and, accordingly, the necessary actions to make the Scheme effective will not be taken unless the Conditions (other than the Acceptance Condition) have either been waived (if permitted) or fulfilled.

#### **Part D: Certain further terms**

1. The Offer will be governed by English law and be subject to the jurisdiction of the English courts and to the Conditions and further terms set out above and to be set out in full in the Offer Document. The Offer will be subject to the applicable requirements of the Takeover Code, the Panel, the London Stock Exchange, the AIM Rules, the FCA and the Registrar of Companies.
2. Each of the Conditions shall be regarded as a separate Condition and shall not be limited by reference to any other Condition.
3. The Blancco Shares will be acquired by Bidco pursuant to the Offer with full title guarantee fully paid and free from all liens, charges, equities, encumbrances, rights of pre-emption and any other interests of any nature whatsoever and together with all rights now or hereafter attaching thereto, including without limitation voting rights and the right to receive and retain in full all dividends and other distributions (if any) announced, declared, made or paid or any other return of value following the Offer becoming or being declared unconditional.
4. If, on or after the date of this announcement, any dividend and/or other distribution and/or return of capital is declared, made or paid or becomes payable in respect of the Blancco Shares, Bidco reserves the right (without prejudice to any right of Bidco to invoke Condition (g)(ii) in Part A of this Appendix 1) to reduce the Cash Consideration payable under the terms of the Acquisition for the Blancco Shares by an amount up to the amount of such dividend and/or other distribution and/or return of capital, in which case any reference in this announcement or in the Offer Document to the Cash Consideration payable under the terms of the Acquisition will be deemed to be a reference to the Cash Consideration as so reduced. In such circumstances, the relevant Blancco Shareholders will be entitled to receive and retain such dividend and/or other distribution and/or return of capital. Any exercise by Bidco of its rights referred to in this paragraph shall be the subject of an announcement and, for the avoidance of doubt, shall not be regarded as constituting any revision or variation of the Acquisition.
5. The availability of the Offer to persons not resident in the United Kingdom may be affected by the laws of the relevant jurisdiction. Any persons who are subject to the laws of any jurisdiction other than the United Kingdom should inform themselves about and observe any applicable requirements. Further information in relation to Overseas Shareholders will be contained in the Offer Document.
6. The Offer is not being made, directly or indirectly, in, into or from, or by use of the mails of, or by any means of instrumentality (including, but not limited to, facsimile, e-mail or other electronic transmission, telex or telephone) of interstate or foreign commerce of, or of any facility of a national, state or other securities exchange of, any jurisdiction where to do so would violate the laws of that jurisdiction.



## APPENDIX 2

### SOURCES AND BASES OF INFORMATION

Unless otherwise stated in this announcement:

1. as at the Latest Practicable Date, there were 75,709,857 Blancco Shares;
2. the value of Blancco's entire issued and to be issued share capital has been calculated on the basis of 78,495,332 Blancco Shares, comprising:
  - (i) 75,709,857 Blancco Shares at the Latest Practicable Date; plus
  - (ii) 2,673,808 Blancco Shares to be issued on or after the date of this Announcement on the exercise of Blancco LTIP awards; plus
  - (iii) 181,834 Blancco Shares to be issued on or after the date of this Announcement on the exercise of Blancco SAYE Options (being the Blancco SAYE Options which have an exercise price per Blancco Share which is less than the Cash Consideration); less
  - (iv) 70,167 Blancco Shares held by the EBT,and assuming for these purposes that no Blancco Shares will be issued on or after the date of this Announcement on the exercise of any Blancco LTIP awards and/or Blancco SAYE Options save as set out above;
3. the value of the Offer, based on the Cash Consideration, of approximately £175 million is calculated on the basis of the issued and to be issued share capital of Blancco (as set out above);
4. unless otherwise stated, all prices for Blancco Shares for a particular date have been derived from the AIM appendix to the Daily Official List and represent Closing Prices on the relevant date(s);
5. the volume weighted average share prices have been derived from data provided by Bloomberg for the relevant time periods;
6. unless otherwise stated, the information relating to Blancco is extracted from:
  - the 2021 Blancco Annual Report;
  - the 2022 Blancco Annual Report; and
  - the 2022 Blancco Interim Report; and
7. certain figures included in this Announcement have been subject to rounding adjustments.

### APPENDIX 3

#### DETAILS OF IRREVOCABLE UNDERTAKINGS AND LETTER OF INTENT

##### 1. Blancco Directors' irrevocable undertakings

The following Blancco Directors have given irrevocable undertakings to accept or procure the acceptance of the Offer in respect of their own beneficial holdings of Blancco Shares:

<b>Name</b>	<b>Total Number of Blancco Shares</b>	<b>Percentage of existing issued share capital of Blancco</b>
Matthew Jones	469,588	0.62
Adam Moloney	216,105	0.29
Robert Woodward	42,134	0.06
Frank Blin	37,893	0.05
Thomas Skelton	35,000	0.05
<b>Total:</b>	<b>800,720</b>	<b>1.06</b>

These irrevocable undertakings extend to any Blancco Shares acquired by the Blancco Directors as a result of the vesting of awards or the exercise of options under the Blancco Share Plans.

The obligations of the Blancco Directors under these irrevocable undertakings shall lapse and cease to have effect on and from the following occurrences:

- this announcement is not released by 5.00 p.m. on 3 August 2023, or such later date as Bidco and the Blancco may agree;
- the Offer is declared unconditional in accordance with the requirements of the Takeover Code, or a Scheme (if applicable) becomes effective in accordance with its terms;
- Bidco announces, with the consent of the Panel, that it does not intend to proceed with the Acquisition and no new, revised or replacement offer or scheme is announced in accordance with Rule 2.7 of the Takeover Code, either at the same time or within two Business Days of such announcement;
- the Offer lapses or is withdrawn unless Bidco, announces, within five Business Days of such lapse or withdrawal and with the consent of the Panel, a firm intention to switch to a Scheme (or vice versa, if Bidco elects to implement the Acquisition by way of a Scheme);
- the Offer does not become unconditional in accordance with the requirements of the Takeover Code by the Long Stop Date, or, if Bidco elects to implement the Acquisition by way of a Scheme, the Scheme does not become effective by the Long Stop Date; or
- any competing offer is made for Blancco and such competing offer is declared unconditional in accordance with the requirements of the Takeover Code (if implemented by way of a takeover offer) or otherwise becomes effective (if implemented by way of a scheme of arrangement).

## 2. **Blancco Shareholders'**

### **Irrevocable undertakings**

The following Blancco Shareholders have given irrevocable undertakings to accept or procure the acceptance of the Offer in respect of their own beneficial holdings of Blancco Shares:

<b>Name</b>	<b>Total Number of Blancco Shares</b>	<b>Percentage of existing issued share capital of Blancco</b>
Soros Fund Management	16,542,669	21.85
Inclusive Capital Partners L.P.	9,042,787	11.94
<b>Total:</b>	<b>25,585,456</b>	<b>33.79</b>

The obligations of the Blancco Shareholders' under these irrevocable undertakings shall lapse and cease to have effect on and from the following occurrences:

- this Announcement is not released by 5.00 p.m. on 2 August 2023, or such later date as Bidco and the Blancco may agree;
- the Offer is declared unconditional in accordance with the requirements of the Takeover Code, or a Scheme (if applicable) becomes effective in accordance with its terms;
- Bidco announces, with the consent of the Panel, that it does not intend to proceed with the Acquisition and no new, revised or replacement offer or scheme is announced in accordance with Rule 2.7 of the Takeover Code, either at the same time or within 10 Business Days of such announcement;
- the Offer lapses or is withdrawn unless Bidco, announces, within 10 Business Days of such lapse or withdrawal and with the consent of the Panel, a firm intention to switch to a Scheme (or vice versa, if Bidco elects to implement the Acquisition by way of a Scheme); or
- the Offer does not become unconditional in accordance with the requirements of the Takeover Code by the Long Stop Date, or, if Bidco elects to implement the Acquisition by way of a Scheme, the Scheme does not become effective by the Long Stop Date.

These undertaking will remain binding in the event of a competing offer being made unless the value of such competing offer, in the reasonable opinion of Blancco's financial advisers, implies a value of at least 10 per cent. more than the value for each Blancco Share offered by Bidco as set out in this Announcement and Bidco has not announced a firm intention to make a revised offer for all of the Blancco Shares for an equivalent or improved consideration to that available under the competing offer within 10 business days of the date of this competing offer announcement.

### **Letter of intent**

Bidco has also received a non-binding letter of intent from Canaccord Genuity Asset Management for and on behalf IFSL Marlborough UK Micro-Cap Growth Fund and IFSL Marlborough Special Situations Fund to vote in favour of and approve the Offer. As at the Latest Practicable Date, this letter of intent represented 8,875,000 Blancco Shares representing approximately 11.72 per cent. of the ordinary share capital of Blancco in issue.

## APPENDIX 4

### SUMMARY OF PROPOSALS RELATING TO THE BLANCCO SHARE OPTIONS

Participants in the Blancco Share Plans will be contacted regarding the effect of the Acquisition on their rights under the Blancco Share Plans and, where required, appropriate proposals will be made to such participants in due course. Details of the proposals will be set out in the Offer Document (or, as the case may be, the Scheme Document) and in separate letters to be sent to participants of the Blancco Share Plans, as required by Rule 15 of the Takeover Code.

However, in summary, the Blancco Remuneration Committee and Bidco have agreed as follows:

#### *Blancco LTIP*

Outstanding Blancco LTIP awards will be performance tested shortly before the Offer is declared unconditional in all respects ("**Declaration Date**"). It is anticipated that, following such performance testing, all performance conditions will be deemed to have been met in relation to all of the Blancco LTIP awards.

Each of the Blancco LTIP awards granted in 2020 will vest in full on the earlier of (i) the original release date (in or around October 2023) in accordance with the terms of the Blancco LTIP, and (ii) the Declaration Date.

The Blancco LTIP awards granted in 2021 and 2022 will be subject to time pro-rating as per the terms of the Blancco LTIP, and such pro-rated Blancco LTIP awards will vest accordingly on the Declaration Date. To the extent that a Blancco LTIP award granted in 2021 and 2022 does not vest in full on the Declaration Date due to the application of time pro-rating, the unvested portion of such Blancco LTIP award (the "**Unvested Award**") will be converted into a cash equivalent retention award (the "**LTIP Retention Award**"). The amount of each LTIP Retention Award shall be calculated by multiplying the number of Blancco Shares which are the subject of any Unvested Award by 223 pence (the "**Offer Price**"). No performance conditions will apply to the LTIP Retention Awards.

Each LTIP Retention Award shall be paid in cash by Bidco (or another member of Bidco's Group) to an applicable holder on:

(i) in the case of an LTIP Executive, the earlier of (A) the original vesting date applicable to the Blancco LTIP award in relation to which the LTIP Retention Award is granted (the "**LTIP Retention Award Vesting Date**"); and (B) 30 days following the date on which such LTIP Executive becomes a Good Leaver; or

(ii) the LTIP Retention Award Vesting Date, in the case of each other holder of an LTIP Retention Award (an "**Other Holder**") who is employed or engaged by the Blancco Group on such date. For the avoidance of doubt, if an Other Holder ceases to devote substantially all of their professional time to providing services to the Blancco Group on or before the LTIP Retention Award Vesting Date, their entitlement to the LTIP Retention Award shall lapse on their applicable cessation date.

For these purposes, an LTIP Executive will be a "**Good Leaver**" if such LTIP Executive ceases to devote substantially all their professional time to providing services to the Blancco Group other than as a result of such LTIP Executive:

(i) resigning; or

(ii) being dismissed for gross misconduct, or, if such LTIP Executive is a contractor, if their contract for services is terminated for failure to provide adequate services.

In addition, Bidco may (with the consent of Francisco Partners) reclassify an LTIP Executive as a Good Leaver in circumstances where they would otherwise not be a Good Leaver.

### ***Blancco SAYE***

Each award holder's option ("**Blancco SAYE Option**") under the Blancco SAYE shall become exercisable on the Declaration Date. Holders of the Blancco SAYE Options shall only be entitled to exercise their Blancco SAYE Options to the extent of their accrued savings and interest (if any) under the linked savings arrangements as at the Declaration Date. Any Blancco SAYE Options that are not so exercised, together with the balance of any Blancco SAYE Options that are not capable of exercise, shall lapse in accordance with the terms of the Blancco SAYE ("**Lapsed Awards**").

Bidco has agreed to pay each holder of a Blancco SAYE Option a cash payment to compensate such holder for the gain they would have realised had their Lapsed Awards been exercised in accordance with the terms of the Blancco SAYE ("**SAYE Cash Payment**"). The SAYE Cash Payment will be calculated as follows:

(A-B) x (C-D), where:

- A is the maximum number of Blancco Shares that a holder of a Blancco SAYE Option would have acquired if their Blancco SAYE Option had been exercised in full in accordance with the terms of the Blancco SAYE;
- B is the actual number of Blancco Shares that a holder of a Blancco SAYE Option acquired by exercise of their vested Blancco SAYE Option on the Declaration Date;
- C is the Offer Price; and
- D is the relevant exercise price in respect of the relevant Blancco SAYE Option.

To the extent that a holder of a Blancco SAYE Option would have been subject to UK capital gains tax treatment in respect of the exercise of the Lapsed Options and a subsequent sale of the corresponding Blancco Shares, a gross-up payment will be made to compensate such holder for the applicable income tax and employee national insurance contributions payable in connection with the SAYE Cash Payment. The gross-up shall be calculated assuming a differential tax rate for UK based holders of Blancco SAYE Options (calculated by reference to the applicable UK capital gains tax rate and the average marginal income tax rate for a UK based holder of Blancco SAYE Options).

For the avoidance of doubt, holders of Blancco SAYE Options with a strike price that is more than an amount equal to the Offer Price shall not receive a SAYE Cash Payment.

As required by, and solely for the purposes of, Rule 16.2 of the Code, Rothschild & Co, in its capacity as independent financial adviser to the Blancco Directors for the purposes of Rule 3 of the Takeover Code, considers the proposals set out in this Appendix to be fair and reasonable and in the best interests of the Blancco Shareholders taken as a whole. In providing its advice, Rothschild & Co has taken into account the commercial assessments of the Blancco Directors.

## APPENDIX 5

### DEFINITIONS

The following definitions apply throughout this announcement unless the context otherwise requires:

<b>“2021 Blancco Annual Report”</b>	the annual report and audited accounts for Blancco for the year ended 30 June 2021
<b>“2022 Blancco Annual Report”</b>	the annual report and audited accounts for Blancco for the year ended 30 June 2022
<b>“2022 Blancco Interim Report”</b>	the unaudited half-year report for Blancco for the six months ended 31 December 2022
<b>“Acceleration Statement”</b>	a statement in which Bidco, in accordance with Rule 31.5 of the Takeover Code, brings forward the latest date by which all of the Conditions to the Offer must be satisfied or waived
<b>“AIM”</b>	AIM, a market operated by the London Stock Exchange
<b>“AIM Rules”</b>	the rules of AIM as set out in the "AIM Rules for Companies" issued by the London Stock Exchange from time to time relating to AIM traded securities and the operation of AIM
<b>“Acceptance Condition”</b>	the condition set out in paragraph 1 of Part A of Appendix 1 to this announcement
<b>“Acquisition”</b>	the proposed acquisition by Bidco of the entire issued and to be issued share capital of Blancco not already held by Bidco, to be implemented by means of the Offer or, should Bidco so elect (with the consent of the Panel), by means of a Scheme
<b>“Authorisation(s)”</b>	authorisations, orders, grants, recognitions, confirmations, consents, licences, clearances, certificates, permissions or approvals
<b>“Bidco”</b>	White Bidco Limited, a private limited company incorporated under the laws of England and Wales
<b>“Blancco”</b>	Blancco Technology Group PLC
<b>“Blancco Directors” or “Blancco Board”</b>	the directors of Blancco
<b>“Blancco Group”</b>	Blancco and its subsidiary undertakings and where the context permits, each of them
<b>“Blancco LTIP”</b>	the Blancco 2018 Performance Share Plan, adopted by the Blancco Board on 14 March 2018, as amended on 23 September 2021
<b>“Blancco SAYE”</b>	the Blancco SAYE plan, adopted by the Blancco Board on 15 December 2020

<b>“Blancco Share Plans”</b>	the Blancco LTIP and the Blancco SAYE
<b>“Blancco Share(s)”</b>	the unconditionally allotted or issued and fully paid (or credited as fully paid) ordinary shares of £0.02 each in the capital of Blancco
<b>“Blancco Shareholder(s)”</b>	holders of Blancco Shares from time to time
<b>“Buchanan”</b>	Buchanan Communications Limited
<b>“Business Day”</b>	a day, not being a public holiday, Saturday or Sunday, on which clearing banks in London are open for normal business
<b>“Canaccord Genuity”</b>	Canaccord Genuity Limited, financial advisor to Francisco Partners and Bidco
<b>“Cash Consideration”</b>	223 pence per Blancco Share
<b>“Closing Price”</b>	the closing middle market price of a Blancco Share on a particular trading day as derived from the AIM appendix to the Daily Official List
<b>“Companies Act”</b>	the Companies Act 2006, as amended from time to time
<b>“Conditions”</b>	the conditions to the implementation of the Acquisition which are set out in Part A of Appendix 1 to this announcement and to be set out in the Offer Document
<b>“Confidentiality Agreement”</b>	the confidentiality agreement dated 30 May 2023 entered into between Francisco Partners and Blancco in relation to the Acquisition
<b>“Court”</b>	the High Court of Justice in England and Wales
<b>“Court Meeting”</b>	should the Acquisition be implemented by way of a Scheme, the meeting(s) of the Blancco Shareholders to be convened by order of the Court pursuant to section 896 of the Companies Act for the purpose of considering and, if thought fit, approving the Scheme (with or without amendment) and any adjournment, postponement or reconvention thereof
<b>“Daily Official List”</b>	the Daily Official List published by the London Stock Exchange
<b>“Day 60”</b>	the 60th day following the publication of the Offer Document or such other date as may otherwise be set as being such day of the timetable of the Acquisition in accordance with the Takeover Code
<b>“Dealing Disclosure”</b>	as defined in the Takeover Code
<b>“Disclosed”</b>	the information fairly disclosed by Blancco: (i) in the annual report and accounts of the Blancco Group for the financial year ended 30 June 2022 or the half year ended 31 December 2022; (ii) in this Announcement; (iii) in any other public

	announcement made by Blancco via a Regulatory Information Service prior to the date of this Announcement; (iv) in writing prior to the date of this announcement to Bidco, including in the virtual data room operated by or on behalf of Blancco relating to the acquisition contemplated hereby
<b>“EBT”</b>	the Blancco Employee Benefit Trust, established on 21 June 2007
<b>“FCA”</b>	Financial Conduct Authority acting in its capacity as the competent authority for the purposes of Part VI of FSMA
<b>“Francisco Partners”</b>	Francisco Partners Management, L.P.
<b>“Francisco Partners Funds”</b>	Francisco Partners Agility II, L.P. and its affiliated funds
<b>“Form of Acceptance”</b>	the form of acceptance and authority relating to the Offer to be dispatched to Blancco Shareholders with the Offer Document
<b>“FSMA”</b>	the Financial Services and Markets Act 2000 (as amended from time to time)
<b>“FY23”</b>	the year ending 30 June 2023
<b>“Interim Facilities Agreement”</b>	the interim facilities agreement dated on or about the date hereof between (amongst others) Bidco and the Original Interim Lenders (as defined therein)
<b>“IFRS”</b>	international accounting standards and international financial reporting standards and interpretations thereof, approved or published by the International Accounting Standards Board and adopted by the United Kingdom
<b>“ITAD”</b>	Information technology asset disposal
<b>“Latest Practicable Date”</b>	1 August 2023, being the last Business Day before the date of this announcement
<b>“Lenders”</b>	the Original Interim Lenders (as such term is defined in the Interim Facilities Agreement)
<b>“London Stock Exchange”</b>	the London Stock Exchange plc or its successor
<b>“Long Stop Date”</b>	2 February 2024 (or such later date as may be agreed between Bidco and Blancco and, if required, the Panel may allow)
<b>“LTIP Executives”</b>	each of Matthew Jones, Adam Moloney, Jon Mellon, Russ Ernst and Sarah Smith
<b>“Market Abuse Regulation”</b>	Regulation (EU) No.596/2014 of the European Parliament and of the Council of 16 April 2014 on market abuse, as applicable in the UK by virtue of section 3 of the European Union (Withdrawal) Act 2018, as amended from time to time (including by the Market Abuse (Amendment) (EU Exit) Regulations 2019 (SI 2019/310))



<b>“Offer”</b>	the recommended cash offer by Bidco of the entire issued and to be issued share capital of Blancco, other than any Blancco Shares already held by Bidco by means of a takeover as defined in Chapter 3 of Part 28 of the Companies Act on the terms to be set out in the Offer Document and (in respect of Blancco Shares in certificated form) the Form of Acceptance and including, where the context permits, any subsequent revision, variation, extension or renewal of such offer
<b>“Offer Document”</b>	the document to be sent to Blancco Shareholders and persons with information rights containing terms and conditions of the Offer constituting the full terms and conditions of the Offer
<b>“Opening Position Disclosure”</b>	as defined in the Takeover Code
<b>“Overseas Shareholders”</b>	holders of Blancco Shares who are resident in, ordinarily resident in, or citizens of, jurisdictions outside the United Kingdom
<b>“Panel”</b>	the Panel on Takeovers and Mergers
<b>“Registrar of Companies”</b>	the Registrar of Companies in England and Wales
<b>“Regulatory Information Service”</b>	a regulatory information service as defined in the FCA’s Handbook of rules and guidance as amended from time to time
<b>“Restricted Jurisdiction”</b>	any jurisdiction where local laws or regulations may result in a significant risk of civil, regulatory or criminal exposure if information concerning the Offer is sent or made available to Blancco Shareholders in that jurisdiction
<b>“Rothschild &amp; Co”</b>	N. M. Rothschild & Sons Limited, lead financial adviser and Rule 3 adviser to Blancco
<b>“Scheme”</b>	subject to the consent of the Panel, should the Offer be implemented by way of a scheme of arrangement under Part 26 of the Companies Act, the scheme of arrangement between Blancco and the holders of the Blancco Shares, with or subject to any modification, addition or condition approved or imposed by the Court and agreed by Blancco and Bidco
<b>“Scheme Court Order”</b>	should the Acquisition be implemented by way of a Scheme, the order of the Court sanctioning the Scheme under section 899 of the Companies Act
<b>“Stifel”</b>	Stifel Nicolaus Europe Limited (joint financial adviser, nominated adviser and corporate broker to Blancco)
<b>“Takeover Code”</b>	the City Code on Takeovers and Mergers issued by the Panel, as amended from time to time
<b>“UK” or “United Kingdom”</b>	United Kingdom of Great Britain and Northern Ireland

<b>“Unconditional Date”</b>	Day 60 or such earlier date as may be specified by Bidco in the Offer Document or any Acceleration Statement unless, where permitted, it has set aside that statement
<b>“US” or “United States”</b>	the United States of America, its territories and possessions, any state of the United States of America, the District of Columbia and all other areas subject to its jurisdiction and any political subdivision thereof
<b>“Wider Bidco Group”</b>	Bidco, any funds advised and/or managed by Francisco Partners or its associated undertakings and their respective associated undertakings and any other body corporate, partnership, joint venture or person in which Bidco and all such undertakings (aggregating their interests) have an interest of more than 20 per cent. of the voting or equity capital or the equivalent
<b>“Wider Blancco Group”</b>	Blancco and associated undertakings and any other body corporate, partnership, joint venture or person in which Blancco and such undertakings (aggregating their interests) have an interest of more than 20 per cent. of the voting or equity capital or the equivalent

In this announcement:

References to **“subsidiary”**, **“subsidiary undertaking”**, **“undertaking”** and **“associated undertaking”** have the respective meanings given thereto by the Companies Act.

All times referred to are London time unless otherwise stated.

All references to **“pounds”**, **“£”**, **“pence”**, **“penny”** and **“p”** are to the lawful currency of the United Kingdom.

All references to **“US\$”**, **“\$”** and **“US Dollars”** are to the lawful currency of the United States.

References to the singular include the plural and vice versa.