

## FORM OF INSTRUCTION AND ACCEPTANCE

THE BLANCCO PERFORMANCE SHARE PLAN, ADOPTED ON 14 MARCH 2018 ("LTIP")

**THIS DOCUMENT IS IMPORTANT AND REQUIRES YOUR IMMEDIATE ATTENTION.**

If you are in any doubt about the Offer or the contents of this document or what action you should take, you are recommended to seek your own personal financial advice immediately from your stockbroker, bank manager, solicitor, accountant or other independent financial adviser duly authorised under the Financial Services and Markets Act 2000 if you are resident in the United Kingdom or, if not, from another appropriately authorised independent financial adviser in the relevant jurisdiction.

This Form should be read with the accompanying letter dated 10 August 2023 (the "LTIP Letter") relating to the LTIP and the Offer Document dated 8 August 2023 and which can be viewed on Blancco's website at <https://www.blancco.com/investors/investor-center/information-for-blancco-shareholders/>).

Definitions used in the Offer Document, the LTIP and the LTIP Letter will have the same meaning in this Form unless the context requires otherwise.

To:

**Blancco Technology Group plc ("Blancco")**

Suite 1 Chapel House  
Start Hill  
Bishop's Stortford  
Hertfordshire  
United Kingdom  
CM22 7WE

**White Bidco Limited ("Bidco")**

Level 2 The Peak  
5 Wilton Road  
London  
United Kingdom  
SW1V 1AN

***If you would like to (a) exercise your LTIP Awards (where relevant) and (b) accept the Offer, please return this Form of Instruction and Acceptance SIGNED and DATED to Sarah Smith at [sarah.smith@blancco.com](mailto:sarah.smith@blancco.com) and pay the total Nominal Value to Blancco as soon as possible and in any event no later than 18:00 BST on 1 September 2023.***

### **INSTRUCTIONS ON HOW TO EXERCISE AND ACCEPT THE OFFER FOR ALL OF YOUR LTIP AWARDS.**

This Form is important and requires your immediate attention. Before completing it, please read the accompanying LTIP Letter and the Offer Document. If you wish to exercise your LTIP Awards (where relevant) and accept the Offer, with effect from the Unconditional Date, you should complete the box below, and return this Form to Sarah Smith on [sarah.smith@blancco.com](mailto:sarah.smith@blancco.com) by no later than 18:00 BST on 1 September 2023.

Please note that if you do not exercise your LTIP Awards to the maximum extent possible (where relevant) and accept the Offer before 18:00 BST on 1 September 2023, you will not be entitled to receive the LTIP Retention Award.

***If you do nothing or miss the above deadline, then your LTIP Awards will lapse one month after the Unconditional Date.***

By signing and returning this Form of Instruction and Acceptance you confirm that you agree to the terms of the LTIP Letter and the Terms and Conditions of this Form of Instruction and Acceptance set out in Schedule 1 to this Form. Please sign the Form of Instruction and Acceptance below to exercise all of your subsisting LTIP Awards, conditional on Completion, and otherwise, with effect from Completion, accept the Offer in accordance with its terms in relation to all of the Blancco Shares acquired pursuant to your LTIP Awards and return this to Sarah Smith as soon as possible.

If you are in any doubt about your personal tax position, you should consult an appropriate professional adviser without delay.

**Before signing this Form of Instruction and Acceptance you should read (i) the LTIP Letter, (ii) the Form of Instruction and Acceptance itself and (iii) the Offer Document. You should read all of the pages of this Form.**

**COMPLETE THE SIGNATURE BOX BELOW TO CONFIRM (I) THE EXERCISE OF YOUR LTIP AWARD(S) (WHERE RELEVANT) ON THE TERMS SET OUT IN THIS FORM AND (II) THE AGREEMENT TO YOUR ACCEPTANCE OF THE OFFER.**

#### **Your Signature**

1. I confirm that I have read, understood, and agree to the Terms and Conditions set out in Schedule 1 to this Form of Instruction and Acceptance. I acknowledge that this Form will be binding on me and is irrevocable.
2. By completing, signing and returning this Form of Instruction and Acceptance, I hereby irrevocably accept the proposal in respect of my LTIP Awards in that I elect to exercise my LTIP Awards to the extent they are vested on the Unconditional Date, with effect from immediately following the Unconditional Date, and accept the Offer from Bidco in relation to the resulting Blancco Shares and receive the LTIP Retention Award.
3. I acknowledge that my decision indicated on this Form of Instruction and Acceptance will have no effect if Completion does not occur.
4. I appoint Blancco Trustees Limited to hold the legal title to the Blancco Shares I receive on the vesting and exercise of my LTIP Awards on bare trust as my nominee (the "**Nominee**"). I hereby instruct Blancco to arrange for the transfer of the legal title to my resulting Blancco Shares to Blancco Trustees Limited to hold as my Nominee. I instruct Blancco Trustees Limited to sell the legal title to my Blancco Shares to Bidco under the terms of the Offer as soon as practicable on the Unconditional Date.

Executed and delivered as a Deed by (holder of LTIP Award to sign here): \_\_\_\_\_

Date: \_\_\_\_\_ 2023

(Print name of holder of LTIP Award here): \_\_\_\_\_

In the presence of (Witness' Signature): \_\_\_\_\_

(Print name of Witness): \_\_\_\_\_

(Witness' Address): \_\_\_\_\_

Date: \_\_\_\_\_ 2023

To complete the above signature box, please follow the below instructions:

1. Please print off this document in full.
2. In the presence of a witness, please add your signature to the first line in the box above. This should be signed in black ink if possible.
3. Please add the date of your signature to the second line.
4. Please print your name on the third line.
5. Your witness must be independent, at least 18 years old and ideally not a relative.
6. Your witness must then sign on the fourth line and print their name and address, on the fifth and sixth line below. They should be signed in black ink if possible.
7. Your witness should then add the date of their signature on the final line.
8. Once signed, please scan the documents in and email these to Sarah Smith at [sarah.smith@blancco.com](mailto:sarah.smith@blancco.com) by 18:00 BST on 1 September 2023.

If you have any questions on how to complete this process, please contact Sarah Smith **as soon as possible.**

**SCHEDULE 1**  
**TERMS AND CONDITIONS**

1. Subject to the following paragraphs, the Form of Instruction and Acceptance will be of no effect unless it is duly completed and received by Sarah Smith at sarah.smith@blancco.com at Blancco as soon as possible and by no later than 18:00 BST on 1 September 2023.
  2. The delivery of the Form of Instruction and Acceptance duly signed may, if Blancco so determines, be as effective as if it were duly completed and received despite the fact that it is not completed or received strictly in accordance with the Form of Instruction and these Terms and Conditions.
  3. You confirm that the decision which you have made on the Form of Instruction and Acceptance is irrevocable and cannot be withdrawn or altered except with the agreement of Blancco and that you have signed the Form of Instruction and Acceptance as a deed.
  4. By duly completing and returning this Form of Instruction and Acceptance by no later than 1 September 2023, you irrevocably:
    - 4.1 confirm that you have had the opportunity to read the LTIP Letter and review the Offer Document;
    - 4.2 elect to exercise your LTIP Awards to the extent vested subject to and with effect immediately following the Unconditional Date and otherwise in accordance with the rules of the LTIP;
    - 4.3 accept the Offer from Bidco and agree to sell the Blancco Shares you receive following the vesting and exercise of your LTIP Awards under to the terms of the Offer;
    - 4.4 undertake to Blancco to pay the nominal value payment, being the total number of shares to be acquired on exercise of your vested LTIP Awards by £0.02 ("**Nominal Value Payment**") and authorise Blancco to retain an amount equal to the Nominal Value Payment from the Offer Proceeds (as defined below) in satisfaction of this undertaking;
    - 4.5 authorise Blancco to arrange for the registration of the transfer of your Blancco Shares and the delivery of a certificate (if necessary) in respect of those Blancco Shares to Bidco or as Bidco may direct;
    - 4.6 authorise Blancco to arrange for the transfer of the legal title to your Blancco Shares acquired following to the vesting and exercise of your LTIP Awards to Blancco Trustees Limited to hold on bare trust as your Nominee;
    - 4.7 authorise Bidco to pass the proceeds of sale payable to you following your sale of Blancco Shares to Bidco ("**Offer Proceeds**") on the Unconditional Date, to Blancco (or such other company or person as Blancco shall direct) in order to process payment of it to you, subject to the deduction referred to at paragraph 4.4 above;
    - 4.8 agree to indemnify and keep indemnified Blancco for any income tax and employee's National Insurance contributions (or overseas equivalents) that may arise in respect of the exercise of your LTIP Awards;
    - 4.9 agree that the vesting and exercise of the LTIP Awards and sale of the resulting Blancco Shares to Bidco under the Offer is conditional on the grant of the LTIP Retention Award by Bidco on the terms set out in the LTIP Letter and the Offer Document;
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- 4.10** acknowledge that if any LTIP Awards have lapsed or lapse before exercise takes effect (see paragraph 4.2 above), completion of this Form of Instruction and Acceptance will be of **no** effect in respect of such lapsed LTIP Awards;
- 4.11** acknowledge that neither Blancco nor Bidco will be responsible for any consequential loss in the event of the Form of Instruction and Acceptance being incorrectly completed or where either of them has been unable to obtain clarification of your instructions;
- 4.12** acknowledge that this Form will have no effect if the Offer does not become or is not declared unconditional in all respected by the Unconditional Date;
- 4.13** if you are not resident in the UK, acknowledge that any amount payable from you will be converted from your usual currency to GBP and any amount payable to you will be converted from GBP to your usual currency, using the prevailing exchange rate on or around the date on which such payment is made;
- 4.14** authorise that all correspondence, share certificates, consideration and any other item in connection with the Offer may be sent to you at your own risk to the postal or email address to which the LTIP Letter was sent; and
- 4.15** acknowledge that exercising your LTIP Awards (if relevant) and accepting the Offer is a personal decision. If you are in any doubt about what to do, you should consult an independent financial adviser who, if you are taking advice in the United Kingdom, is authorised under the Financial Services and Markets Act 2000 or, if you are taking advice elsewhere, from an appropriately authorised independent financial adviser. For legal reasons, none of Blancco, Bidco nor any of their respective employees can give any legal, financial or tax advice. By completing this form, you acknowledge that you have not relied on any investment, tax or other advice from Blancco, Bidco nor any member of their respective groups of companies, or any of their employees, officers or agents.
- 5.** Your signature on this Form of Instruction and Acceptance constitutes an irrevocable authority to and appointment of Blancco and/or Bidco (acting jointly and severally) or any person nominated by Blancco and/or Bidco as your attorney (the "**Attorney**") with authority in your name and on your behalf to sign and execute any and all agreements, instruments, deeds or other papers and documents and do all things in your name as the Attorney may in its absolute discretion consider necessary or desirable in order to give effect to your Instructions and authorities in paragraph 4 above and to facilitate the exercise of your LTIP Awards and the transfer of the Blancco Shares that you shall beneficially hold as a result of the exercise of your LTIP Awards to Bidco in accordance with the terms set out in this Form of Instruction and Acceptance, the LTIP Letter and the Offer Document AND you hereby undertake to ratify everything which the Attorney shall do or purport to do by virtue of this power of attorney and declare that this power of attorney having been given by you to the Attorney to secure your undertakings to it in connection with the LTIP and this Form of Instruction and Acceptance, shall be irrevocable in accordance with section 4 of the Powers of Attorney Act 1971.
- 6.** If you sign and return the Form of Instruction and Acceptance, but you complete it incorrectly, you will be **deemed** to have exercised your LTIP Awards, accepted the Offer and agreed to participate in the Acquisition to the maximum extent possible.

7. In the event of any conflict between the LTIP Letter and/or the Form of Instruction and Acceptance and the LTIP or any relevant legislation, the LTIP or the relevant legislation will prevail.