

FORM OF INSTRUCTION AND ACCEPTANCE

THE BLANCCO SAYE PLAN, ADOPTED ON 15 DECEMBER 2020 ("SAYE")

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 "Option Letter") relating to the SAYE Plan and the Offer Document dated 8 August 2023 (available as specified in the Option Letter 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 SAYE Plan and the Option Letter will have the same meaning in this Form unless the context requires otherwise.

To:

Blancco Technology Group plc ("Blancco")	White Bidco Limited ("Bidco")	Global Shares Ireland Limited ("Global Shares")
Suite 1 Chapel House	Level 2 The Peak	West Cork Technology Park
Start Hill	5 Wilton Road	Clonakilty
Bishop's Stortford	London	Co, Cork
Hertfordshire	United Kingdom	Ireland
United Kingdom	SW1V 1AN	
CM22 7WE		

If you would like to (a) exercise your 2022 SAYE Option and/or 2023 SAYE Option, (b) accept the Offer and (c) receive the one-off Cash Compensation Payment, please return this Form of Instruction and Acceptance SIGNED and DATED to Sarah Smith at sarah.smith@blancco.com to be received as soon as possible and in any event no later than 18:00 BST on 1 September 2023.

INSTRUCTIONS TO EXERCISE YOUR 2022 SAYE OPTION AND/OR 2023 SAYE OPTION ("OPTIONS") AND ACCEPT THE OFFER

This Form is important and requires your immediate attention. Before completing it, please read the accompanying Option Letter and the Offer Document. If you wish to exercise your Options and accept the Offer, with effect from the Unconditional Date, you should complete the box below, and return this Form to Sarah Smith at sarah.smith@blancco.com so as to arrive no later than 18:00 BST on 1 September 2023.

Please note that if you do not exercise your Options and accept the Offer before 18:00 BST on 1 September 2023, you will not be entitled to receive the Cash Compensation Payment.

If you take no action at all in respect of these Options or fail to act promptly, then your Options will cease to be exercisable 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 Option 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 the Options held by you under the SAYE, 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 Options and receive the one-off Cash Compensation Payment, and return this to Sarah Smith as soon as possible.

If you are in any doubt as to 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 Option 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 OPTIONS ON THE TERMS HEREOF, (II) THE AGREEMENT TO YOUR PARTICIPATION UNDER THE OFFER and (III) YOUR RIGHT TO RECEIVE THE ONE-OFF CASH COMPENSATION PAYMENT.

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 Options under the SAYE Plan in that I elect to exercise such Options to the maximum extent possible using the savings accumulated under my savings contract as at the date of exercise with effect from immediately following the Unconditional Date, accept the Offer from Bidco in relation to the resulting Blancco Shares and receive the one-off Cash Compensation Payment.
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 my Blancco Shares acquired on exercise of my Options on bare trust as my nominee (the "**Nominee**"). I hereby instruct Blancco to procure the issue or 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 pursuant to the terms of the Offer as soon as practicable following the Unconditional Date.

Executed and delivered as a Deed by (holder of SAYE Options to sign here): _____

Date: _____ 2023

(Print name of holder of SAYE Options 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@blanco.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 Acceptance 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 18:00 BST on 1 September 2023, you irrevocably:
 - 4.1** confirm that you have had the opportunity to read the Option Letter and review the Offer Document;
 - 4.2** elect to exercise your Options to the maximum extent possible subject to and with effect immediately following the Unconditional Date in all respects and otherwise in accordance with the rules of the SAYE Plan;
 - 4.3** accept the Offer from Bidco and agree to sell the Blancco Shares you receive following the vesting and, where relevant, exercise of your Options, under the terms of the Offer;
 - 4.4** authorise Global Shares to close your savings account at the relevant time following receipt of this Form, and authorise Global Shares (if you are a UK holder of Options) or the appropriate Blancco group entity (if you are a non-UK holder of Options) to pay the proceeds of such savings account to Blancco in respect of the exercise of your Options;
 - 4.5** acknowledge that your savings in your savings account will be used to acquire the maximum number of Blancco Shares as at the date of exercise;
 - 4.6** acknowledge that any savings you make in the month of the Unconditional Date may not be used to acquired Blancco Shares;
 - 4.7** acknowledge that any savings not used to acquire Blancco Shares will be returned to you and any balance of your Options not exercised will lapse one month following the Unconditional Date;
 - 4.8** 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;
 - 4.9** authorise and direct Blancco to arrange for the issue of, or transfer of, the legal title to Blancco Shares acquired by you pursuant to the exercise of your Options to Blancco Trustees Limited to hold on bare trust as your Nominee;

- 4.10** 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 through the Blancco payroll;
- 4.11** authorise Blancco (or such other company or person as Blanco shall direct) to deduct from the Offer Proceeds payable to you following the sale of Blancco Shares to Bidco, any applicable income tax and employee's National Insurance contributions (or overseas equivalents) arising in respect of the exercise of your Options and to account for the same to the appropriate tax authorities;
- 4.12** agree to indemnify and keep indemnified Blancco (and, where relevant, your employing company in the Blancco Group) for any further income tax and employee's National Insurance contributions (or overseas equivalents) due in respect of the exercise of your Options;
- 4.13** following the deductions referred to at paragraph 4.11 above, authorise Blancco (or such other company or person as Blancco may direct) to make a payment of the net Offer Proceeds to you through the payroll as soon as reasonably practicable afterwards;
- 4.14** agree that receipt of the Cash Compensation Payment by Bidco is conditional on exercise of your Options, on the terms set out in the Option Letter and the Offer Document;
- 4.15** acknowledge that if any Options 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 Options;
- 4.16** 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;
- 4.17** acknowledge that this Form will have no effect if the Offer does not become or is not declared unconditional in all respects by the Closing Date;
- 4.18** 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 Option Letter was sent;
- 4.19** 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 exchange rates agreed on the date of grant (if applicable) or the prevailing exchange rate on or around the date on which such payment is made; and
- 4.20** acknowledge that exercising your Options (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 Options and the transfer of the Blancco Shares that you shall beneficially hold as a result of the exercise of your Options to Bidco in accordance with the terms set out in this Form of Instruction and Acceptance, the Option 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 SAYE 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 Options, accepted the Offer and agreed to participate in the Acquisition to the maximum extent possible.
- 7.** In the event of any conflict between the Option Letter and/or the Form of Instruction and Acceptance and the SAYE Plan or any relevant legislation, the SAYE Plan or the relevant legislation will prevail.