

DEED OF IRREVOCABLE UNDERTAKING

To:

IOps Buyer Inc.
1209 Orange Street
Wilmington
New Castle
DE 19801
United States

12 October _____ 2023

Dear Sirs,

Acquisition of Sopheon plc (the “Company”)

1 Background

1.1 We understand that IOps Buyer Inc. (the “**Offeror**”) intends to announce in accordance with Rule 2.7 of the City Code on Takeovers and Mergers (the “**Code**”) its firm intention to make an offer for the entire issued share capital of the Company (the “**Acquisition**”) by way of a scheme of arrangement (pursuant to Part 26 of the Companies Act 2006) (the “**Scheme**”):

1.1.1 at a cash price per share of not less than £10.00 (subject to the Offeror’s right to reduce the consideration payable under the terms of the Acquisition by the amount of any dividend or other distribution which is paid or becomes payable by the Company to the Company’s shareholders on or after the date hereof and before the Scheme becomes effective or the Offer becomes unconditional (as applicable)); and

1.1.2 on such other terms and conditions as agreed between the Company and the Offeror, as may be required by the Code, the Panel on Takeovers and Mergers (the “**Panel**”) and/or the requirements of the London Stock Exchange plc (the “**London Stock Exchange**”) or any other relevant regulatory body or securities exchange and/or as are customarily included in offers made under the Code,

(together “**Acquisition Terms**”) (the “**Announcement**”).

1.2 We understand the full terms of the Scheme will be set out in a formal circular to be sent to shareholders of the Company containing, amongst other things, an explanatory statement in respect of the Scheme (the “**Scheme Document**”).

- 1.3 We understand that the Acquisition is expected to be implemented by way of a Scheme but that the Offeror will be entitled, in the circumstances to be set out in the Announcement, with consent of the Panel and on the terms of any cooperation agreement entered into with the Company, to implement the Acquisition by way of a takeover offer within the meaning of section 974 of the Companies Act 2006 (“Offer”).

2 Irrevocable Undertakings

- 2.1 We irrevocably and unconditionally undertake, confirm, represent and warrant to the Offeror that:

2.1.1 we are the registered holder and/or beneficial owner of (or are otherwise able to control the exercise of all rights attaching to, including voting rights and the ability to procure the transfer of) that number of ordinary shares of £0.20 each in the capital of the Company as are set out in the first column of the Schedule to this Deed (the “Shares”, which expression shall include any other shares in the Company issued after the date hereof to us and attributable to or derived from such shares) and confirm that this represents a complete and accurate list of all the shares and other securities in the Company of which we are the beneficial owner or otherwise able to control the exercise of all rights attaching to them;

2.1.2 we have full power and authority (free from any legal or other restrictions), and will at all times continue to have all relevant power and authority and the right to transfer the Shares free from all liens, equities, charges, encumbrances, options, rights of pre-emption and any other third-party rights and interests of any nature and together with all rights attaching to them, including voting rights;

2.1.3 the Shares shall be acquired by the Offeror pursuant to the terms of the Scheme (or, as applicable, the Offer), free from all liens, equities, charges, encumbrances, options, rights of pre-emption and any other third-party rights and interests of any nature and together with all rights attaching or accruing to them, including voting rights;

2.1.4 we shall not (other than in accordance with this Deed):

(a) sell, transfer, pledge, charge, encumber, grant any option over or otherwise dispose of or permit the sale, transfer, pledge, charging or other disposition or creation or grant of any other encumbrance or option of or over all or any of such Shares or interest in such Shares except under the Scheme, or accept any other offer in respect of all or any of such Shares (whether conditionally or unconditionally); or

(b) enter into any agreement or arrangement or permit any agreement or arrangement to be entered into or incur any obligation or permit any obligation to arise which would or might preclude, restrict or impede us from complying with our obligations under paragraphs 2.1.4 or 3.4 of this Deed, and references in this paragraph (b) to any agreement, arrangement or obligation shall include any such agreement, arrangement or obligation whether or not subject to any

conditions or which is to take effect upon or following the Scheme becoming effective or following this Deed ceasing to be binding or upon or following any other event;

- (c) exercise any voting rights attaching to the Shares to vote in favour of any offer, scheme of arrangement or other transaction competing with the Acquisition;
- (d) in our capacity as a shareholder of the Company, without the consent of the Offeror, convene or requisition, or join in the convening or requisitioning of, any general or class meeting of the Company for the purposes of voting on any resolution relating to a transaction competing with the Acquisition;
- (e) acquire any shares or other securities of the Company (or any interest therein) and, if any such shares, securities or interest (including for these purposes shares arising on exercise of options) are acquired by us, such shares, securities or interest (as the case may be) shall be deemed to be included in the expression “**Shares**” for the purposes of this Deed and we shall notify the Offeror immediately of any such acquisition and of any other dealing, disposal or change in the number of Shares;

2.1.5 We are not acting in concert with any other person, as defined in the Code (disregarding for this purpose any person we may be deemed to be acting in concert with because they are giving an irrevocable undertaking to the Offeror); and

2.1.6 We have full power and authority and the right (free from any legal or other restrictions), and will at all times continue to have all relevant power and authority and the right, to enter into and perform our obligations, undertakings, agreements, warranties, appointments, confirmations and consents (or similar) under this Deed (“**Obligations**”) in accordance with their terms.

2.2 We have full power and authority to, and shall, exercise, or where applicable, procure the exercise of, all votes (whether on a show of hands or a poll and whether in person or by proxy) in relation to the Shares at:

2.2.1 the meeting of the Company’s ordinary shareholders convened by order of the Court (including any adjournment thereof) for the purpose of considering and, if thought fit, approving the Scheme (the “**Court Meeting**”); and

2.2.2 the general meeting of the Company’s ordinary shareholders (including any adjournment thereof) to be convened in connection with the Scheme (the “**GM**”),

in favour of the Scheme and in respect of any resolutions (whether or not amended) required to give effect to the Scheme (the “**Resolutions**”) as set out in the notices of meeting in the Scheme Document.

2.3 We shall, after the despatch of the Scheme Document to the Company’s shareholders (and without prejudice to our right to attend and vote in person at the Court Meeting and the GM):

- 2.3.1 return (or, where we are not the registered holder of the relevant Shares, take all steps necessary to procure the return of) the signed forms of proxy enclosed with the Scheme Document (completed so as to appoint the chair of the relevant meeting as our proxy in respect of the Shares, signed and voting in favour of the Scheme and the Resolutions) in accordance with the instructions printed on the forms of proxy as soon as possible and in any event within 7 days after the date of despatch of the Scheme Document; and
 - 2.3.2 not revoke or withdraw the forms of proxy once they have been returned in accordance with paragraph 2.3.1;
- 2.4 We shall not directly or indirectly solicit or encourage any person other than the Offeror to make any offer for any shares or other securities of the Company or take any action which is or may be prejudicial to the successful outcome of the Acquisition or which would or might have the effect of preventing any of the conditions of the Acquisition from being fulfilled and we will promptly inform you of any approach by a third party which may lead to an offer for the Company.
- 2.5 We shall from time to time promptly complete, execute and deliver such documents and do all such other things as may be necessary to give full effect to each of my Obligations.
- 2.6 We irrevocably and unconditionally undertake that:
 - 2.6.1 we shall exercise, or, where applicable, procure the exercise of, all voting rights attaching to the Shares on any resolution (whether or not amended and whether put on a show of hands or a poll) which is proposed at any general meeting of the Company (including any adjournment thereof) or at any meeting of holders of shares in the Company convened by a Court (including any adjournment thereof) which:
 - (a) might reasonably be expected to have any impact on the fulfilment of any condition of the Scheme;
 - (b) might reasonably be expected to impede or frustrate the Scheme in any way (which shall include any resolution to approve a scheme of arrangement relating to the acquisition of any shares in the Company by a third party); or
 - (c) might otherwise impact on the success of the Scheme,only in accordance with the Offeror's instructions;
 - 2.6.2 we shall exercise, or, where applicable, procure the exercise of, all rights attaching to the Shares to requisition or join in the requisitioning of any general meeting of the Company for the purposes of voting on any resolution referred to under paragraph 2.6.1 of this Deed, or to require the Company to give notice of any such meeting, only in accordance with the Offeror's instructions; and
 - 2.6.3 for the purpose of voting on any resolution referred to under paragraph 2.6.1 of this Deed, we shall, if required by the Offeror, execute any form of proxy required by the

Offeror appointing any person nominated by the Offeror to attend and vote at the relevant meetings.

3 Secrecy and Publicity

3.1 We understand that the information provided to us in relation to the Acquisition is given in confidence and must be kept confidential, save as required by law or any rule of any relevant regulatory body or stock exchange, until the Announcement containing details of the Scheme is released or the information has otherwise become generally or publicly available. If and to the extent any of the information is inside information for the purposes of the Criminal Justice Act 1993 or the EU Market Abuse Regulation (596/2014) (including as it forms part of domestic law in the United Kingdom by virtue of the European Union (Withdrawal) Act 2018, we shall comply with the applicable restrictions in those enactments on dealing in securities and disclosing inside information. The obligations in this paragraph 3.1 shall survive termination of this Deed.

3.2 We consent to:

3.2.1 this Deed being disclosed to the Panel (if requested);

3.2.2 the inclusion of references to us and particulars of this Deed being set out in the Announcement, the Scheme Document (or Offer Document) and any other announcement made or document published by or on behalf of the Company or the Offeror; and

3.2.3 this Deed being made available for inspection and published on a website as required by the Code.

3.3 We acknowledge that we are obliged to make appropriate disclosure under Rule 2.10 of the Code promptly after becoming aware that we will not be able to comply with the terms of this Deed or no longer intend to do so.

3.4 We undertake to provide to you all such further information in relation to our interest in the Company and that of any person connected with us as you may reasonably require in order to comply with the rules and requirements of the Panel and the Code and any other legal or regulatory requirements or for inclusion in any document required by applicable law or regulation in connection with the Acquisition. We will as soon as reasonably practicable notify you in writing of any material changes in the truth, accuracy or import of any information previously supplied to you by us in this regard.

4 Termination

4.1 Without prejudice to any accrued rights or liabilities, our Obligations shall terminate and be of no further force and effect on the earlier to occur of the following:

- 4.1.1 if prior to the Announcement Long Stop Date (as defined in paragraph 4.1.2 below), the Offeror notifies us or the Company or makes an announcement that it does not intend to proceed with the Acquisition;
 - 4.1.2 the Announcement, incorporating the Acquisition Terms, is not released by 5.00 p.m. on 25 October 2023 (or such later date as the Company and the Offeror may agree) (the “**Announcement Long Stop Date**”);
 - 4.1.3 the Scheme Document (or the Offer Document) is not published within 28 days of the date of release of the Announcement (or within such longer period as the Panel may agree), provided that if the Offeror elects to exercise its right to implement the Acquisition by way of an Offer the time period in this paragraph 4.1.3 shall be extended to refer to within 28 days of the issue of the press announcement announcing the change in structure (or such other date for the posting of the Offer Document or Scheme Document (as applicable) as the Panel may require;
 - 4.1.4 the Offeror announces, with the consent of the Panel, and before the Scheme Document (or Offer Document) is published, that it does not intend to proceed with the Acquisition and no new, revised or replacement scheme is announced by the Offeror in accordance with Rule 2.7 of the Takeover Code;
 - 4.1.5 the Scheme (or, as applicable, the Offer) is withdrawn or lapses, provided that the foregoing shall not apply:
 - (a) where the Scheme is withdrawn or lapses as a result of the Offeror exercising its right to implement the Acquisition by way of an Offer rather than a Scheme; or
 - (b) if the lapse or withdrawal either is followed by an announcement under Rule 2.7 of the Code by the Offeror (or a person acting in concert with it) to implement the Acquisition either by a new, revised or replacement scheme of arrangement pursuant to Part 26 of the Companies Act 2006 or takeover offer (within the meaning of section 974 of the Companies Act 2006);
 - 4.1.6 any competing offer for the entire issued and to be issued share capital of the Company becomes or is declared unconditional (if implemented by way of a takeover offer) or, if proceeding by way of a scheme of arrangement, becomes effective in accordance with its terms; or
 - 4.1.7 the Scheme (or Offer) does not become effective (or has not become or been declared unconditional in accordance with the requirements of the Code) by 5.00 p.m. on Friday 23 February 2024.
- 4.2 On termination of this Deed we shall have no claim against the Offeror and the Offeror shall have no claim against us, save in respect of any prior breach thereof. This Deed shall not (subject to the requirements of the Code, the Panel and any applicable law and regulation) oblige the Offeror to announce the Acquisition, or if announced, to proceed with it.

5 Takeover offer alternative

5.1 We acknowledge that the Offeror shall have the right and may elect at any time (with the consent of the Panel and whether or not the Scheme Document has then been despatched) to implement the Acquisition by way of an Offer, as opposed to by way of a Scheme.

5.2 If such an Offer is made by the Offeror, we undertake and warrant that our Obligations shall apply mutatis mutandis to such Offer and, in particular, we irrevocably undertake to accept, or procure the acceptance of, such Offer, in respect of the Shares as soon as possible and in any event by no later than 5.00 p.m. on the fifth day after the date of the Offer Document (or, in respect of any Shares allotted to us or acquired by us after the date of the Offer Document, within 5 days after such allotment or acquisition). We further undertake, if so required by the Offeror, to execute or procure the execution of all such other documents as may be necessary for the purpose of giving the Offeror the full benefit of our Obligations so applying with respect to such Offer and, notwithstanding the provisions of the Code or any terms of the Offer regarding withdrawal, not to withdraw such acceptance.

5.3 References in this Deed to:

5.3.1 the Scheme becoming effective shall be read as references to the Offer becoming or being declared unconditional; and

5.3.2 the Scheme lapsing or being withdrawn shall be read as references to the closing or lapsing of the Offer.

6 Miscellaneous

6.1 Without prejudice to any other rights or remedies which you may have, we acknowledge and agree that damages may not be an adequate remedy for any breach by us of any of our Obligations. You shall be entitled to seek the remedies of injunction, specific performance and other equitable relief for any threatened or actual breach of any such obligation and no proof of special damages shall be necessary for the enforcement by you of your rights.

6.2 We irrevocably and by way of security for our obligations hereunder appoint each of the Offeror, and any director of the Offeror to be our attorney to execute on our behalf proxy forms for any Court Meeting or GM (or forms of acceptance to be issued with the Offer Document) in respect of the Shares and to sign, execute and deliver any documents and to do all acts and things as may be necessary for or incidental to our acceptance of the Scheme and/or performance of our obligations under this Deed provided that such appointment shall not take effect until seven days after the despatch of the Scheme Document (or Offer Document) and only then if we have failed to comply with paragraph 2.3. Nothing in this paragraph 6.2 however shall permit any such attorney to choose on our behalf the form(s) of consideration to be received by me pursuant to the Scheme (or, as applicable, the Offer) where the terms of the Scheme (or, as applicable, the Offer) give shareholders the option of more than one form of consideration.

6.3 In respect of any Shares not registered in our name, we undertake to procure their registered holder to comply with our obligations under this Deed.

- 6.4 Time shall be of the essence as regards the obligations set out in this Deed.
- 6.5 The invalidity, illegality or unenforceability of any provision of this Deed shall not affect the continuation in force of the remainder of this Deed.
- 6.6 This Deed shall be governed by and construed in accordance with English law. Any matter, claim or dispute, whether contractual or non-contractual, arising out of or in connection with this Deed is to be governed by and determined in accordance with English law and shall be subject to the exclusive jurisdiction of the English courts.

We intend this document to be a deed and execute and deliver it as a deed on the date first set out above.

Yours faithfully

Executed as a Deed on behalf of **RIVOMORE LIMITED**, by
its authorised signatory, who, in accordance with the laws of
the territory in which it is organised, is acting under authority
of **RIVOMORE LIMITED**

DocuSigned by:

294B7A46FC8E492...

) Name: James Bareham

) Title:

Mr

SCHEDULE

1. Number of ordinary shares	2. *Registered owner	3. *Beneficial owner
2,074,308	Rock (Nominees) Limited (CREST 698)	Rivomore Limited

[Where more than one, indicate number of shares attributable to each]*