

DATED 22 December 2023

WELLSPRING WORLDWIDE INC.

AND

IOPS BUYER INC.

AND

SOPHEON PLC

CO-OPERATION AGREEMENT

KING & SPALDING

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THIS AGREEMENT is dated ___22 December___ 2023:

BETWEEN:

- (1) **WELLSPRING WORLDWIDE INC.**, a company incorporated and registered in Delaware, United States with registration number 3696172 and with its registered office at 1209 Orange Street, Wilmington, New Castle, 19801 DE, United States ("**Wellspring**");
- (2) **IOPS BUYER INC.**, a corporation registered in Delaware, United States with registration number 2451504 and with its registered office at 1209 Orange Street, Wilmington, New Castle, 19801 DE, United States ("**Bidco**"); and
- (3) **SOPHEON PLC**, a public limited company incorporated and registered in England and Wales with company number 03217859 and with its registered office at Dorna House Guildford Road, West End, Woking, Surrey, England, GU24 9PW ("**Target**").

each a "**Party**" and together, the "**Parties**".

WHEREAS:

- (A) Bidco, a wholly owned subsidiary of Wellspring, proposes to announce shortly following execution of this Agreement a firm intention to make a recommended acquisition of the entire issued and to be issued ordinary share capital of Target pursuant to Rule 2.7 of the Code.
- (B) It is intended that the Acquisition will be made on the terms and subject to the conditions set out in the Announcement.
- (C) The Parties intend that the Acquisition will be implemented by way of the Scheme, although Bidco reserves the right, subject to the terms of this Agreement and the Announcement, to implement the Acquisition by way of an Offer.
- (D) The Parties are entering into this Agreement to set out certain mutual obligations and commitments in relation to the implementation of the Acquisition (whether by way of the Scheme or an Offer).

IT IS AGREED as follows:

1. DEFINITIONS AND INTERPRETATION

- 1.1 In this Agreement (including the recitals but excluding Schedule 1), the terms and expressions listed in this clause 1.1 shall have the meanings set out in this clause 1.1. Terms and expressions used in Schedule 1 (*Form of Announcement*) shall have the meanings given to them in Schedule 1.

"**Acceptance Condition**" means, if applicable, the acceptance condition to any Offer;

"**Acquisition**" means the proposed acquisition of the entire issued and to be issued share capital of Target by Bidco to be effected by way of:

- (a) the Scheme; or
 - (b) (if Bidco so elects and the Panel consents) an Offer,
- (as the case may be);

“**Acquisition Document**” means:

- (a) if the Scheme is (or is to be) implemented, the Scheme Document; or
- (b) if an Offer is (or is to be) implemented, the Offer Document;

“**Agreed Switch**” has the meaning given to that term in clause 6.1(a);

“**Agreement**” means this agreement;

“**AIM**” means the AIM market operated by the London Stock Exchange;

“**AIM Rules**” means the AIM Rules for Companies published by the London Stock Exchange from time to time;

“**Announcement**” means the announcement detailing the terms and conditions of the Acquisition to be made pursuant to Rule 2.7 of the Code, in substantially the form set out in Schedule 1 (*Form of Announcement*) (subject to any such changes prior to publication as may be agreed by, or on behalf of, Bidco and Target);

“**Bidco Directors**” means the directors of Bidco from time to time;

“**Bidder Responsible Persons**” means the Bidco Directors and the other individuals whom it is agreed with the Panel will accept responsibility with the Bidco Directors for the information in the Scheme Document and any supplementary circular (or as the case may be, the Offer Document) for which a bidder is required to take responsibility under the Code;

“**Business Day**” means any day (excluding any Saturday or Sunday or public or bank holiday) on which banks are open for business in the City of London and Atlanta, Georgia;

“**Business Hours**” means the hours between 9:30 a.m. and 5:30 p.m. (inclusive) in the relevant location on a Business Day;

“**Clearances**” means any approvals, consents, clearances, determinations, permissions, confirmations, comfort letters and waivers that may need to be obtained, all applications and filings that may need to be made and all waiting periods that may need to have expired, from or under any Law or practices applied by any Relevant Authority (or under any agreements or arrangements to which any Relevant Authority is a party), in each case that are necessary and/or expedient to satisfy one or more of the Regulatory Conditions; and any reference to any Clearance having been “satisfied” shall be construed as meaning that the foregoing has been obtained, or where relevant, made or expired;

“**Code**” means the City Code on Takeovers and Mergers, as issued from time to time by or on behalf of the Panel;

“**Companies Act**” means the Companies Act 2006;

- (a) “Competing Proposal” means:
- (b) an offer (including a partial offer for 30 per cent. (30%) or more of the issued or to be issued ordinary share capital of Target, exchange or tender offer), merger, acquisition, dual-listed structure, scheme of arrangement, reverse takeover, whitewash transaction and/or business combination (or the announcement of a firm intention to

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do the same), the purpose of which is to acquire, directly or indirectly, 30 per cent. (30%) or more of the issued or to be issued ordinary share capital of Target (when aggregated with the shares already held by the acquirer and any person acting or presumed or deemed to be acting in concert with the acquirer) or any arrangement or series of arrangements which results in any person acquiring, consolidating or increasing 'control' (as defined in the Code) of Target;

- (c) the acquisition or disposal (or the announcement by or on behalf of Target of a proposed acquisition or disposal), directly or indirectly, of all or a significant proportion (being 30 per cent. (30%) or more) of the business, assets and/or undertakings of the Target Group calculated by reference to any of its revenue, profits or value taken as a whole;
- (d) a demerger, any material reorganisation or liquidation (or the announcement by or on behalf of Target of a proposed demerger, material reorganisation or liquidation) involving all or a significant portion (being 30 per cent. or more) of the Target Group calculated by reference to any of its revenue, profits or value taken as a whole; or
- (e) any other material transaction undertaken without Bidco's consent which would be inconsistent with, or would be reasonably likely materially to preclude, impede or delay or otherwise prejudice the implementation of the Acquisition (including, for the avoidance of doubt, any transaction or arrangement which would constitute a substantial transaction, reverse takeover or fundamental change of business for the purposes of the AIM Rules undertaken by the Target Group),
- (f) in each case which is not effected by Bidco (or a person acting in concert with Bidco) or at Bidco's direction or with Bidco's agreement, and in each case whether implemented in a single transaction or a series of transactions and whether conditional or otherwise and excluding, in all cases, a potential or possible offer falling under limb (a) of this definition, announced under Rule 2.4 of the Code or otherwise;

"Conditions" means:

- (a) for so long as the Acquisition is being implemented by means of the Scheme, the conditions to the implementation of the Acquisition (including the Scheme) as set out in Appendix 1 to the Announcement and to be set out in the Acquisition Document (including the Regulatory Conditions), as may be amended by Bidco with the consent of the Panel (and, for so long as the Scheme is subject to a unanimous and unqualified recommendation from the board of directors of Target, with the consent of Target); and
- (b) for so long as the Acquisition is being implemented by means of an Offer, the conditions referred to in (a) above, as amended by replacing the Scheme Conditions with the Acceptance Condition and as may be further amended by Bidco with the consent of the Panel (and in the case of an Agreed Switch, and for so long as the Offer is subject to a unanimous and unqualified recommendation from the board of directors of Target, with the consent of Target),

and **"Condition"** shall be construed accordingly;

"Confidentiality Agreement" means the confidentiality agreement between Resurgens Technology Partners, L.P. and Target in relation to the Acquisition dated 19 May 2023;

“**Court**” means the High Court of Justice of England and Wales;

“**Court Hearing**” means the hearing of the Court to sanction the Scheme under section 899 of the Companies Act and, if such hearing is adjourned, reference to commencement of any such hearing shall mean the commencement of the final adjournment thereof;

“**Court Meeting**” means meeting of the Target Shareholders to be convened pursuant to an order of the Court under the Part 26 of the Companies Act, notice of which will be set out in the Scheme Document, for the purpose of considering and, if thought fit, approving the Scheme (with or without amendment), including any adjournment thereof, notice of which is to be contained in the Scheme Document;

“**Court Order**” means the order(s) of the Court sanctioning the Scheme under section 899 of the Companies Act;

“**Court Sanction**” means the granting of the Court Order at the Court Hearing;

“**Day 60**” has the meaning given to that term in clause 6.2(b);

“**Effective**” means in the context of the Acquisition:

- (a) if the Acquisition is implemented by way of the Scheme, means the Scheme having become effective pursuant to its terms; or
- (b) if the Acquisition is implemented by way of an Offer, means the Offer having been declared or become unconditional in all respects in accordance with the requirements of the Code;

“**Effective Date**” means the date upon which the Acquisition becomes Effective;

“**Employee Trust**” means the Target Share Plan Employee Share Trust adopted by Target;

“**EU**” means the European Union;

“**Excluded Entity**” means:

- (a) any member of the Wider Bidco Group; and
- (b) any portfolio company thereof,

in each case excluding Bidco or any subsidiary of Bidco (which shall not be an Excluded Entity);

“**General Meeting**” means the general meeting of Target Shareholders (including any adjournment, postponement or reconvention thereof) to be convened for the purposes of considering, and if thought fit, approving, the Target Resolutions;

“**Law**” means any applicable statute, law, rule, regulation, ordinance, code, order, judgment, injunction, writ, decree, directive, policy, guideline, rule of common law or interpretation having the force of laws or bylaws, in each case of a Relevant Authority;

“**London Stock Exchange**” means London Stock Exchange Group plc or its successor;

“**Long Stop Date**” has the meaning given to that term in the Announcement;

“**NSIA**” means the UK National Security and Investment Act 2021, together with all applicable associated secondary legislation and regulatory rules;

“**Offer**” means if (subject to the consent of the Panel and the terms of the Announcement) the Acquisition is effected by way of a takeover offer as defined in Part 28 of the Companies Act, the offer to be made by or on behalf of Bidco to acquire the issued and to be issued ordinary share capital of Target on the terms and subject to the conditions to be set out in the related Offer Document;

“**Offer Document**” means should the Acquisition be implemented by means of an Offer, the document to be sent to (amongst others) Target Shareholders containing, among other things, the full terms and conditions of such Offer;

“**Offer Price**” means £10.00 per Target Share;

“**Panel**” means the UK Panel on Takeovers and Mergers;

“**Regulatory Conditions**” means the conditions set out in paragraphs 3(a) to 3(d) (inclusive) of Part A of Appendix 1 to the Announcement;

“**Regulatory Information Service**” means an information service authorised from time to time by the London Stock Exchange for the purposes of disseminating regulatory announcements;

“**Relevant Authority**” means any central bank, ministry, governmental, quasigovernmental, supranational (including the EU), statutory, regulatory or investigative body, authority or tribunal (including any national or supranational, tax, trade, antitrust, competition or merger control authority, any sectoral ministry or regulator and any foreign or national security investment review body), national, state, municipal or local government (including any subdivision, court, tribunal, administrative agency or commission or other authority thereof), any entity owned or controlled by them, including for the avoidance of doubt, the Panel;

“**Relevant Third Party**” has the meaning given in clause 24.1;

“**Scheme**” means the scheme of arrangement proposed to be made under Part 26 of the Companies Act between Target and the Target Shareholders to implement the Acquisition, with or subject to any modification thereof or addition thereto or condition approved or imposed by the Court (where applicable) and agreed by Target and Bidco;

“**Scheme Conditions**” means the conditions referred to in paragraph 2 of Part A of Appendix 1 to the Announcement;

“**Scheme Document**” means the document to be despatched to (among others) Target Shareholders containing and setting out, among other things, the full terms and conditions of the Scheme, containing the explanatory statement required by section 897 of the Companies Act and the notices convening the Court Meeting and the General Meeting;

“**Scheme Record Time**” means the time and date specified as such in the Scheme Document, expected to be 6:00 p.m. on the Business Day immediately preceding the Effective Date or such other time as Target and Bidco may agree;

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“Significant Interest” in relation to an undertaking, a direct or indirect interest of 20 per cent. (20%) or more of:

- (a) the total voting rights conferred by the equity share capital (as defined in section 548 of the Companies Act) of such undertaking; or
- (b) the relevant partnership interest;

“Switch” has the meaning given to that term in clause 6.1; and

“Target Articles” means the articles of association of Target at the relevant time;

“Target Board” means the board of directors of Target from time to time;

“Target Board Adverse Recommendation Change” means:

- (a) if Target makes an announcement prior to the publication of the Acquisition Document(s) that:
 - (i) the Target Directors no longer intend to make the Target Board Recommendation or intend adversely to modify or qualify such recommendation;
 - (ii) it will not convene the Court Meeting or the General Meeting; or
 - (iii) it intends not to post the Scheme Document or (if different) the document convening the General Meeting,
- (b) if Target makes an announcement that it will delay the convening of, or will adjourn, the Court Meeting, the General Meeting or the Court Hearing, in each case without the consent of Bidco, except where such delay or adjournment is solely caused by logistical or practical reasons beyond Target’s reasonable control;
- (c) the Target Board Recommendation is not included in the Acquisition Document(s);
- (d) the Target Directors withdraw, adversely modify or adversely qualify the Target Board Recommendation;
- (e) if the Target Directors announce the entry into by the Target Group of any transaction which would constitute:
 - (i) a reverse takeover of Target (as defined in the Code); or
 - (ii) a significant transaction for, or a reverse takeover of, Target (each as defined in the AIM Rules),
- (f) if, after the approval of the Target Resolutions, the Target Directors announce that they will not implement the Scheme (other than: (i) in connection with an announcement of an offer or revised offer by Bidco for Target, or (ii) because a Clearance has failed, or become impossible, to be satisfied);

“Target Board Recommendation” means a unanimous and unqualified recommendation from the Target Directors to Target Shareholders in respect of the Acquisition:

- (a) to vote in favour of the Scheme at the Court Meeting and in favour of the Target Resolutions at the General Meeting; or

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- (b) if Bidco elects to implement the Acquisition by means of an Offer in accordance with the terms of this Agreement, to accept the Offer;

"Target Directors" means the directors of Target from time to time;

"Target Group" means Target and its subsidiaries and subsidiary undertakings from time to time;

"Target Remuneration Committee" means the remuneration committee of the Target Board;

"Target Representative" has meaning given to that term in clause 12.4;

"Target Resolutions" means, to the extent that the Acquisition is implemented by way of the Scheme, the shareholder resolutions of Target to be proposed at the General Meeting as are necessary to approve, implement and effect the Scheme and the Acquisition and changes to the Target Articles;

"Target Share Plans" means each of the:

- (a) Target UK Approved Plan;
- (b) Target UK Unapproved Plan; and
- (c) Target USA Plan;

"Target Shareholders" means holders of Target Shares from time to time;

"Target Shares" means the ordinary shares of 20 pence each in the capital of Target;

"Target UK Approved Plan" means the Sopheon Share Option Scheme 2016;

"Target UK Unapproved Plan" means the Sopheon UK Unapproved Share Option Scheme 1997;

"Target USA Plan" means the Sopheon plc 2009 (USA) Stock Option Plan;

"United Kingdom" or **"UK"** means the United Kingdom of Great Britain and Northern Ireland;

"United States" means the United States of America, its territories and possessions, any state of the United States and the District of Columbia; and

"Wider Bidco Group" means Bidco and its parent undertakings and its and such parent undertakings' subsidiary 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 a Significant Interest.

1.2 In this Agreement, unless the context otherwise requires:

- (a) the expressions **"subsidiary"** and **"subsidiary undertaking"** and **"undertaking"** have the meanings given in the Companies Act;

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- (b) the expressions “**acting in concert**” and “**concert parties**” shall be construed in accordance with the Code;
 - (c) “**interest**” in shares or securities shall be construed in accordance with the Code;
 - (d) a reference to an enactment or statutory provision shall include a reference to any subordinate legislation made under the relevant enactment or statutory provision and is a reference to that enactment, statutory provision or subordinate legislation as from time to time amended, consolidated, modified, re-enacted or replaced;
 - (e) references to a “**person**” include any individual, an individual’s executors or administrators, a partnership, a firm, a body corporate (wherever incorporated), an unincorporated association, government, state or agency of a state, local or municipal authority or government body, a joint venture, association, works council or employee representative body (in any case, whether or not having separate legal personality);
 - (f) references to a recital, paragraph, clause or Schedule (other than a schedule to a statutory provision) shall refer to those of this Agreement unless stated otherwise;
 - (g) headings do not affect the interpretation of this Agreement, the singular shall include the plural and vice versa, and references to one gender include all genders;
 - (h) references to time are to London time;
 - (i) any reference to a “**day**” (including within the phrase “**Business Day**”) shall mean a period of 24 hours running from midnight to midnight;
 - (j) references to any English legal term for any action, remedy, method of judicial proceeding, legal document, legal status, court, official or any legal concept or thing shall, in respect of any jurisdiction other than England, be construed as references to the term or concept which most nearly corresponds to it in that jurisdiction;
 - (k) references to “**£**”, “**GBP**”, “**pounds sterling**”, “**Sterling**”, “**pence**” and “**p**” are references to the lawful currency from time to time of the United Kingdom;
 - (l) any phrase introduced by the terms including, include, in particular or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms;
 - (m) a reference to any other document referred to in this Agreement is a reference to that other document as amended, varied or supplemented at any time; and
 - (n) references to this Agreement include this Agreement as amended or supplemented in accordance with its terms.
- 1.3 The Schedules form part of this Agreement and shall have the same force and effect as if set out in the body of this Agreement and any reference to this Agreement shall include the Schedules.
- 2. PUBLICATION OF THE ANNOUNCEMENT AND THE TERMS OF THE ACQUISITION**
- 2.1 The obligations of the Parties under this Agreement, other than clause 1, this clause 2.1 and clauses 11 to 19 (inclusive) and 21 to 26 (inclusive), shall be conditional on the release of the Announcement via a Regulatory Information Service at or before 5:00 p.m. on the date of this

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Agreement or such later time and date as the Parties may agree (and, where required by the Code, the Panel may approve). Clause 1, this clause 2.1 and clauses 11 to 19 (inclusive) and 21 to 26 (inclusive) shall take effect on and from execution of this Agreement.

- 2.2 The terms of the Acquisition shall be as set out in the Announcement, together with such other terms as may be permitted by this Agreement or otherwise agreed by the Parties in writing (save in the case of an improvement to the terms of the Acquisition, which will be at the absolute discretion of Bidco) and, where required by the Code, approved by the Panel.
- 2.3 The terms of the Acquisition at the date of publication of the Acquisition Document shall be set out in the Acquisition Document. If Bidco elects to implement the Acquisition by way of an Offer in accordance with clause 6, the terms of the Acquisition shall be set out in the announcement of the Switch made in accordance with paragraph 8 of Appendix 7 of the Code and in the Acquisition Document and any form of acceptance.

3. REGULATORY CLEARANCES

- 3.1 Bidco shall be responsible for satisfying or obtaining all Clearances and the Regulatory Conditions and shall use all reasonable endeavours to do so as soon as reasonably practicable following the date of this Agreement and, in any event, in sufficient time to enable the Effective Date to occur by the Long Stop Date.
- 3.2 Bidco submitted a notification of the Acquisition to the Secretary of State under the NSIA on Tuesday 21 November 2023.
- 3.3 Notwithstanding any other provision of this Agreement to the contrary, nothing contained in this Agreement shall require any Excluded Entity to:
- (a) take, or cause to be taken, any action with respect to the divestiture of assets, properties or businesses of any Excluded Entity (whether before or following completion of the Acquisition); or
 - (b) agree to any conditions, measures, commitments, assurances or undertakings or any other limitations on the business of any Excluded Entity (financial or otherwise).
- 3.4 Except where otherwise required by Law or a Relevant Authority:
- (a) Bidco shall consult with Target, in good faith and on a timely basis, and reasonably take into account in good faith the views of Target with respect to the relevant Clearances in order to determine and in good faith seek to agree the strategy for obtaining such Clearances, including the strategy for contacting and corresponding with any Relevant Authority in relation to such Clearances (including preparing and submitting all filings, notifications, and/or submissions that are necessary or expedient for the purposes of obtaining the Clearances and satisfying the Regulatory Conditions as promptly as is reasonably practicable);
 - (b) Bidco shall contact and correspond with the Relevant Authorities in relation to the relevant Clearances including preparing and submitting to any Relevant Authority any filing, notification or submission that is necessary or expedient for the purposes of obtaining the Clearances and satisfying the Regulatory Conditions as promptly as is reasonably practicable and in any event with sufficient time before any applicable deadline or due date

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(such acts to be done after prior consultation with Target and after taking into account in good faith the views of Target), unless any such contact or correspondence relates to purely administrative matters); and

- (c) Bidco shall be responsible for the payment of all filing and/or administrative fees payable to any Relevant Authorities in connection with the Clearances and the Regulatory Conditions.
- 3.5 If Target is contacted by a Relevant Authority (excluding for the purpose of clause 3 the Panel) in relation to the Clearances, it shall not respond to such Relevant Authority without having discussed and agreed the substance of the response with Bidco (unless not permitted by applicable Law in the relevant circumstances) provided that Bidco's agreement shall not be unreasonably withheld or delayed.
- 3.6 The obligation to use its reasonable endeavours to satisfy all Clearances and Regulatory Conditions shall not require Bidco or any members of the Wider Bidco Group to offer, accept, agree or implement any undertaking, commitment, divestment or remedy.
- 3.7 Each Party shall, except to the extent that it is prohibited by Law or a Relevant Authority:
- (a) provide the other, in a timely manner, such information and assistance as may be reasonably required and requested:
 - (i) by Bidco to determine, in consultation with Target, in which jurisdictions any filing, notification or submission to a Relevant Authority is necessary or expedient for the purposes of obtaining the Clearances;
 - (ii) for any filings, notifications or submissions to be made to any Relevant Authorities as are necessary or expedient for the purposes of obtaining the Clearances, taking into account all applicable waiting periods; and
 - (iii) ensure that all information necessary for the making of (or responding to any requests for further information consequent upon) any such filings, notifications or submissions (including draft versions necessary for the purpose of obtaining the Clearances), and that is in the possession of, or reasonably obtainable by the Parties (including from third parties through the exercise of contractual rights) is supplied accurately and as promptly as reasonably practicable,
- save that any information provided by any Party pursuant to this clause 3.7 may be redacted as may be reasonably required to address legal privilege or confidentiality concerns or to comply with applicable Law or to protect commercially or competitively sensitive information and/or may be provided subject to "clean team" arrangements in place between the relevant parties and/or on an external counsel only basis.
- 3.8 For the purposes of clause 3.7 the Parties acknowledge that the provision of information may nonetheless be prevented by obligations of confidentiality owed to third parties or by Law.
- 3.9 Except where prohibited by Law or a Relevant Authority, and, without prejudice to clauses 3.1 and 3.7, each Party shall work cooperatively and reasonably with each other Party and its advisers to obtain the Clearances and satisfy the Regulatory Conditions, and each Party shall:
- (a) provide in a timely manner such cooperation as is reasonably required and requested by the other in connection with the preparation of all such filings, notifications or submissions

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referred to in clause 3.4(b) and in relation to the preparation of any other submissions, material correspondence or material communications to any Relevant Authority in connection with the Clearances, taking into account all applicable waiting periods;

- (b) provide, or procure the provision of, draft copies of all notifications, filings, submissions, material correspondence and material communications (including, in the case of non-written communications, reasonably detailed summaries of material non-written communications) intended to be sent or communicated to any Relevant Authority in relation to obtaining any Clearances to each other Party and its legal advisers at such time as will allow the receiving Party a reasonable opportunity to provide comments on such filings, notifications, submissions, material correspondence and material communications before they are submitted, sent or made and each Party shall provide each other Party with copies of all such filings, submissions, material correspondence and material communications in the form finally submitted or sent (including, in the case of non-written communications, reasonably detailed summaries of material non-written communications);
 - (c) have regard in good faith to comments made in a timely manner by any other Party on draft copies of filings, notifications, submissions, material correspondence and material communications provided pursuant to clause 3.9(b);
 - (d) notify each other Party, and provide copies (including, in the case of non-written communications, reasonably detailed summaries of material non-written communications), in a timely manner of any material correspondence or material communication from any Relevant Authority in relation to obtaining any Clearance;
 - (e) keep each other Party reasonably informed as to the progress of any filing, notification or submission submitted to any Relevant Authority and allow each other Party and its advisers to: (i) attend all meetings or material calls with any Relevant Authority or other persons or bodies (unless prohibited by the Relevant Authority, Law or other person or body) relating to obtaining any Clearance; and (ii) make reasonable oral submissions at such meetings or calls; and
 - (f) where reasonably requested by any Party, and insofar as permitted by the Relevant Authority, make available appropriate representatives for meetings and calls with any Relevant Authority in connection with the satisfying of any Clearances.
- 3.10 Each Party undertakes to inform each other Party as promptly as is reasonably practicable of:
- (a) any developments which are material or potentially material to the obtaining of any Clearance; and
 - (b) the satisfaction of the Regulatory Conditions.
- 3.11 Bidco shall give notice in writing to Target of the satisfaction or, if applicable, the non-satisfaction of the Regulatory Conditions as promptly as is reasonably practicable and in any event within one Business Day after becoming aware of the same.
- 3.12 Bidco undertakes to Target that until the Regulatory Conditions are satisfied it shall not, and shall procure that all members of the Wider Bidco Group shall not, enter into an agreement for, or consummate, any acquisition or other transaction or take any action which would have the effect of preventing satisfaction of the Clearances and the Regulatory Conditions or materially prevent, impede or delay the Acquisition becoming Effective.

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3.13 If a provision of this Agreement obliges Bidco or Target to disclose any information to the other in connection with securing the Clearances:

- (a) that is personally identifiable information of a director, partner, officer or employee of the disclosing party or any member of its group or any of their respective affiliates, unless that information can reasonably be anonymised (in which case the disclosing party shall provide the relevant information on an anonymous basis);
- (b) which the disclosing party reasonably considers to be commercially or competitively sensitive or which constitutes or contains business secrets;
- (c) which the disclosing party is prohibited from disclosing by applicable Law (including, for the avoidance of doubt, any applicable anti-trust laws) or the terms of an existing contract; or
- (d) where such disclosure would result in the loss of privilege that subsists in relation to such information (including legal professional privilege),

such information shall be communicated between Bidco and Target's solicitors subject to "clean team" arrangements between the relevant parties and/or on an 'external counsel only' basis (with a non-confidential and redacted version of the relevant notification, submission or material communication being provided to the other party) pursuant to procedures agreed between Bidco and Target to ensure compliance with all Laws provided that, neither of the parties will be required to disclose information to the other under this clause 3 if and to the extent such disclosure would be reasonably likely to have a material adverse effect on the disclosing party's legitimate business interest, and such information may be provided by the disclosing party directly to the Relevant Authority (and in such circumstances, the disclosing party shall provide, or procure the provision of, to the other a non-confidential version of such information).

3.14 The obligations imposed pursuant to clause 3.7 upon:

- (a) Bidco shall not apply in relation to its interactions with any Relevant Authority other than in connection with the Acquisition and the Clearances; and
- (b) Target shall not apply to its interactions with any Relevant Authority other than in connection with the Acquisition and the Clearances.

4. **SCHEME DOCUMENT**

4.1 Where the Acquisition is being implemented by way of the Scheme, Bidco and Wellspring each agree:

- (a) promptly to provide Target (or its professional advisers) all such information about itself, its directors, its concert parties and the Wider Bidco Group as may reasonably be requested and which is required by Target (having regard to the Code and other Law) for inclusion in the Scheme Document (including any information required under the Code or other Law);
- (b) promptly to provide Target (or its professional advisers) with all such other assistance and access as may reasonably be required in connection with the preparation of the Scheme Document and any other document required under the Code or by other Law to be published in connection with the Scheme, including access to, and ensuring the provision of reasonable assistance by, Bidco's relevant professional advisers;

EXECUTION VERSION

- (c) to procure that the Bidder Responsible Persons accept responsibility, in the terms required by the Code, for all the information (including any expressions of opinion) in the Scheme Document and any other document required under the Code or by other Law to be published in connection with the Scheme relating to themselves (and their close relatives (as defined in the Code), related trusts and persons connected with them), the Wider Bidco Group, their concert parties, the financing of the Acquisition, information on Bidco's future plans for the Target Group, its management and employees, any statements of opinion, belief, intention or expectation of the Bidder Responsible Persons in relation to the Acquisition following the Effective Date and any other information in the Scheme Document for which an offeror is required to accept responsibility under the Code; and
- (d) that, if any supplemental circular or document is required to be published in connection with the Scheme or, subject to the prior written consent of Bidco, any variation or amendment to the Scheme, it shall provide such co-operation and information as is reasonably necessary to comply with all regulatory provisions as Target may reasonably request in order to finalise such document.

4.2 Bidco shall correct any information provided by it for use in the Scheme Document or any supplementary circular to be prepared in connection with the Scheme to the extent that such information has become false or misleading as promptly as reasonably practicable after it becomes aware that such information has become false or misleading by written notice to Target.

5. IMPLEMENTATION OF THE SCHEME

5.1 Where the Acquisition is being implemented by way of the Scheme, Bidco undertakes, save in respect of obligations with respect to obtaining the Clearances, which shall be determined in accordance with clause 3, to co-operate with Target and its advisers and to take or cause to be taken all such steps as are permissible by the Code and Law and are within its power that are necessary or reasonably requested by Target to implement the Acquisition in accordance with, and subject to the terms and conditions set out in, the Announcement and the Scheme Document (or, following a Switch, the Offer Document).

5.2 Where the Acquisition is being implemented by way of the Scheme:

- (a) Bidco undertakes that, by no later than 12 noon on the Business Day immediately preceding the Court Hearing, it shall deliver a notice in writing to Target either:
 - (i) confirming the satisfaction or waiver of all Conditions (other than the Scheme Conditions); or
 - (ii) confirming Bidco's intention to invoke one or more Conditions (if permitted by the Panel) and providing reasonable details of the event which has occurred, or circumstances which have arisen, which Bidco reasonably considers entitle it to invoke such Condition(s) and the reasons why Bidco considers such event or circumstance to be sufficiently material for the Panel to permit it to invoke such Condition(s);
- (b) where Bidco confirms the satisfaction or waiver of all Conditions (other than the Scheme Condition) in accordance with clause 5.2(a)(i), Bidco agrees that Target shall be permitted to take the necessary steps to procure that the Court Hearing is duly held as soon as reasonably practicable thereafter (having regard to the proposed timetable as set out in

EXECUTION VERSION

the Scheme Document or in any subsequent agreed announcement regarding the implementation of the Acquisition); and

- (c) where Bidco confirms the satisfaction or waiver of all Conditions (other than the Scheme Condition) in accordance with clause 5.2(a)(i), Bidco irrevocably agrees to undertake to the Court to be bound by the terms of the Scheme in so far they relate to Bidco, that Target or its counsel may provide to the Court a copy of such undertaking to evidence such agreement and to provide such other documentation or other information and to do all such things as may reasonably be required by Target, its counsel or the Court, in relation to such agreement (including instructing Target's counsel to so undertake on its behalf in relation to the Scheme and, if so required, to appear before the Court by counsel to so undertake).

5.3 If Bidco or Wellspring becomes aware of any fact, matter or circumstance that it reasonably considers would entitle Bidco to invoke (and the Panel would permit Bidco to so invoke) any of the Conditions or treat any of the Conditions as unsatisfied or incapable of satisfaction, Bidco or Wellspring shall (subject to Law) inform Target providing reasonable details as soon as is reasonably practicable.

5.4 If the Bidco Directors intend to invoke (and the Panel would permit Bidco to invoke) any of the Conditions, Bidco or Wellspring shall (subject to Law) inform the Target promptly providing reasonable details.

6. SWITCHING TO AN OFFER

6.1 The Parties currently intend that the Acquisition will be implemented by way of the Scheme. However, Bidco shall be entitled, with the consent of the Panel, to implement the Acquisition by way of an Offer rather than the Scheme (such election being a "**Switch**") only if:

- (a) Target provides its prior written consent (an "**Agreed Switch**"), in which case clause 6.2 and clause 6.3 shall apply;
- (b) a third party announces a Competing Proposal;
- (c) after the date of this Agreement, any person together with any person acting in concert with it, acquires an interest in the ordinary share capital of Target carrying over 20% of the voting rights attaching to the entire issue share capital of the Target; or
- (d) a Target Board Adverse Recommendation Change occurs.

6.2 In the event of any Agreed Switch, unless otherwise agreed in writing between Bidco and Target or required by the Panel:

- (a) the Acceptance Condition shall be set at 90 per cent. of Target Shares (or such other percentage as determined by Bidco, Wellspring and the Target after, to the extent necessary, consultation with the Panel, being in any case more than 50 per cent. of Target Shares);
- (b) neither Bidco nor Wellspring shall take any action which would cause the Offer not to proceed, to lapse or to be withdrawn in each case for non-fulfilment of the Acceptance Condition prior to the sixtieth (60th) day after publication of the Offer Document ("**Day 60**") and Bidco shall ensure that the Offer remains open for acceptances until such time;

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- (c) Bidco and Wellspring shall ensure that the only conditions of the Offer shall be the Conditions (subject to replacing the Condition set out in paragraph 2 of Part A (Conditions and Further Terms of the Acquisition) of Appendix 1 to the Announcement with the Acceptance Condition referred to in Part C (Implementation by way of a Takeover Offer) of Appendix 1 to the Announcement and any other modifications or amendments to such terms and conditions as may be required by the Panel or which are necessary as a result of the Agreed Switch) and that the Offer is made on terms that are no less favourable to Target Shareholders than those set out in the Announcement;
- (d) Bidco and Wellspring shall keep Target informed, on a confidential basis and reasonably promptly following receipt of a written request from Target, of the number of holders of Target Shares that have validly returned their acceptance or withdrawal forms or incorrectly completed their withdrawal or acceptance forms and the identity of such shareholders and the number of Target Shares to which such forms relate; and
- (e) the Parties agree that:
 - (i) all provisions of this Agreement shall continue to apply save as set out in this clause 6.2; and
 - (ii) all provisions of this Agreement relating to the Scheme and the Scheme Document and its implementation shall apply to the Offer, the Offer Document and its implementation *mutatis mutandis*, save as set out in this clause 6.

6.3 In the event of an Agreed Switch, Bidco and Wellspring shall:

- (a) submit, or procure the submission of drafts and revised drafts of the Offer Document to Target for review and comment and shall take into account any reasonable comments from Target for the purposes of preparing revised drafts; and
- (b) obtain Target's approval for the contents of the information on the Target Group contained in the Offer Document before it is posted or published and afford Target sufficient time to consider such documents in order to give its approval. If Target does not approve the information in the Offer Document within twenty-eight (28) days from the date of the Agreed Switch, Bidco shall be entitled to publish the Offer Document.

6.4 Each of Bidco and Wellspring hereby warrant that it is not, at the date of this Agreement, and undertakes that it shall not become, following the date of this Agreement, unless an Agreed Switch occurs, required to make a mandatory offer for Target under Rule 9 of the Code, provided that this clause 6.4 will cease to apply if a third party announces a firm intention to make an offer for all or part of the issued, and to be issued, share capital of Target.

7. **TARGET DIVIDENDS**

As set out in further detail in the Announcement, if on or after the date of the Announcement any dividend or other distribution is declared, paid or made or becomes payable by Target, Bidco reserves the right to reduce the Offer Price by the aggregate amount of such dividend or distribution, in which case the relevant eligible Target Shareholders will be entitled to receive and retain such dividend and/or distribution.

8. TARGET SHARE PLANS

The Parties agree that they will work together, in accordance with the terms of Schedule 2 to this Agreement, to inform participants in the Target Share Plans of their rights under the Target Share Plans and the appropriate proposals made to them in accordance with Rule 15 of the Code. The Parties agree that the provisions of Schedule 2 in respect of the proposals under Rule 15 of the Code relating to the Target Share Plans, and the other matters with which it deals, shall apply.

9. DIRECTORS' AND OFFICERS' INSURANCE

9.1 If and to the extent such obligations are permitted by Law, for six (6) years after the Effective Date, Bidco and Wellspring shall procure that the members of the Target Group honour and fulfil their respective obligations (if any) existing as at the date of this Agreement to indemnify their respective directors and officers and to advance expenses, in each case with respect to matters existing or occurring at or prior to the Effective Date. Nothing in the foregoing shall require any member of the Target Group or Bidco to indemnify any director to the extent it is unlawful to do so.

9.2 Each of Bidco and Wellspring acknowledge that Target may purchase directors' and officers' liability insurance cover for both current and former directors and officers of the Target Group, including directors and officers who retire or whose employment is terminated as a result of the Acquisition, for acts and omissions up to and including the Effective Date, in the form of runoff cover for a period of six (6) years following the Effective Date. Such insurance cover shall be with reputable insurers and provide cover, in terms of amount and breadth, substantially equivalent to that provided under the Target Group's directors' and officers' liability insurance as at the date of this Agreement. Each of the directors, officers and employees of the Target Group to which clause 9.1 and this clause 9.2 apply will have the right, under the Contracts (Rights of Third Parties) Act 1999, to enforce his or her rights against Bidco and Wellspring under clause 9.1 and this clause 9.2.

10. TERMINATION

10.1 Subject to clauses 10.2 to 10.3 (inclusive), this Agreement shall terminate and all obligations of the Parties under this Agreement shall cease, as follows:

- (a) if agreed in writing between the Parties at any date prior to the Effective Date;
- (b) if the Announcement is not released through a Regulatory Information Service by 5:00 p.m. on the date of this Agreement (unless, prior to that time, the Parties have agreed another time in accordance with clause 2.1, in which case the later time and date shall apply for the purposes of this clause 10.1(b));
- (c) upon service of written notice by Bidco to Target or Target to Bidco prior to the Long Stop Date, if:
 - (i) a third party announces a firm intention to make an offer or revised offer (whether or not subject to the satisfaction or waiver of any pre-conditions) for Target, which is recommended by the Target Directors; or
 - (ii) a Target Board Adverse Recommendation Change occurs,

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- (d) upon service of written notice by Bidco to Target prior to the Long Stop Date stating that either:
- (i) any Condition which has not been waived is (or has become) incapable of satisfaction by the Long Stop Date and, notwithstanding that Bidco has the right to waive such Condition, Bidco will not do so; or
 - (ii) any Condition which is incapable of waiver is incapable of satisfaction by the Long Stop Date,
- in each case in circumstances where the invocation of the relevant Condition (or confirmation that the Condition is incapable of satisfaction, as appropriate) has been permitted by the Panel,
- (e) upon service of written notice by Bidco to Target or by Target to Bidco prior to the Long Stop Date, if:
- (i) a Competing Proposal is recommended by the Target Board; or
 - (ii) a Competing Proposal completes, becomes effective or is declared or becomes unconditional in all respects; or
 - (iii) the Scheme is not approved at the Court Meeting and/or the Target Resolutions are not passed at the General Meeting; or
 - (iv) the Court refuses to sanction the Scheme,
- (f) if the Acquisition is, with the permission of the Panel, withdrawn with the consent of Bidco or lapses in accordance with its terms prior to the Long Stop Date (other than where: (i) such lapse or withdrawal is as a result of the exercise of Bidco's right to effect a Switch; or (ii) such lapse or withdrawal either is not, in the case of a withdrawal, confirmed by Bidco, or it is otherwise to be followed within ten (10) Business Days by an announcement under Rule 2.7 of the Code made by Bidco or a person acting in concert with Bidco to implement the Acquisition by a different offer or scheme on substantially the same or improved terms); or
- (g) unless otherwise agreed by the Parties in writing, if the Effective Date has not occurred on or before the Long Stop Date.

10.2 Termination of this Agreement shall be without prejudice to the rights of the Parties which have arisen prior to termination, including any claim in respect of a breach of this Agreement.

10.3 The following provisions shall survive termination of this Agreement: clauses 11 to 19 (inclusive), 21 to 26 (inclusive), this clause 10 and all related provisions of clause 1 (Definitions and interpretation).

11. **CODE**

11.1 Nothing in this Agreement shall in any way limit the Parties' obligations (or the obligations of the Parties' respective boards of directors or other members of the Target Group or Wider Bidco Group) under the Code, and any uncontested rulings of the Panel as to the application of the Code in conflict with the terms of this Agreement shall take precedence over such terms of this Agreement.

EXECUTION VERSION

- 11.2 The Parties agree that, if the Panel determines that any provision of this Agreement that requires Target to take or not to take any action, whether as a direct obligation or as a condition to any other person's obligation (however expressed), is not permitted by Rule 21.2 of the Code, that provision shall have no effect and shall be disregarded.
- 11.3 Nothing in this Agreement shall oblige Target or the Target Directors to:
- (a) recommend an Offer or a Scheme proposed by Bidco, Wellspring or any member of the Wider Bidco Group;
 - (b) maintain the Target Board Recommendation;
 - (c) take any action which the Panel determines would not be permitted by the Code; or
 - (d) adjourn, postpone or seek to adjourn or postpone (or refrain from adjourning or postponing or seeking to adjourn or postpone) any shareholder meeting or court hearing which has been or shall be convened in relation to the Acquisition.
- 11.4 Without prejudice to the representations and warranties given by the Parties pursuant to clause 12, nothing in this Agreement shall be taken to restrict the directors of any member of the Wider Bidco Group or the Target Group from complying with Law, orders of court or regulations, including the Code, the AIM Rules and the rules and regulations of the Panel.

12. REPRESENTATIONS AND WARRANTIES

- 12.1 Each Party represents and warrants to each other Party on the date of this Agreement that:
- (a) it has the requisite power and authority to enter into and perform its obligations under this Agreement;
 - (b) this Agreement constitutes its legal, valid and binding obligations in accordance with its terms; and
 - (c) the execution and delivery of, and performance of its obligations under, this Agreement will not:
 - (i) result in any breach of any provision of its constitutional documents;
 - (ii) result in a breach of, or constitute a default under, any instrument which is material in the context of the Acquisition to which it is a party or by which it is bound; or
 - (iii) result in a breach of any order, judgment, or decree of any court or governmental agency to which it is a party or by which it is bound.
- 12.2 Each of Bidco and Wellspring warrant to Target that:
- 12.2.1 Bidco is a wholly owned subsidiary of Wellspring;
- 12.2.2 no shareholder resolution of Bidco, Wellspring or any member of the Wider Bidco Group is required to implement the Acquisition; and
- 12.2.3 as at the date of this Agreement, it is not aware of any circumstance which would or could reasonably be expected to result in any of the Conditions not being satisfied.

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- 12.3 No Party shall have any claim against any other party pursuant to clause 12.1 for misrepresentation or breach of warranty after the Effective Date (without prejudice to any liability for fraudulent misrepresentation or fraudulent misstatement).
- 12.4 Each of Bidco and Wellspring acknowledge and agree, on its own behalf and on behalf of the Wider Bidco Group, that any information and/or assistance provided by any of the Target Directors, officers, employees or advisers (each a “**Target Representative**”) to it and/or any member of the Wider Bidco Group or any of their respective directors, officers, employees or advisers, whether before, on or after the date of this Agreement: (i) pursuant to the obligations of Target or any member of the Target Group under or otherwise in connection with this Agreement; or (ii) in connection with the Acquisition, shall in each case be given on the basis that the relevant Target Representative shall not incur any liability nor owe any duty of care to any member of the Wider Bidco Group in respect of any loss or damage that any member of the Wider Bidco Group or any of their respective directors, officers, employees or advisers may suffer as a result of the provision of any such information and/or assistance (save, in each case for loss or damage resulting from the fraudulent misrepresentation of the relevant Target Representative). Each Target Representative to which this clause applies will have the right, under the Contracts (Rights of Third Parties) Act 1999, to enforce his or her rights against Bidco under this clause.

13. COSTS

- 13.1 For the avoidance of any doubt, Bidco and Wellspring shall be responsible for paying the Panel’s document charges in respect of the Acquisition.
- 13.2 Except as otherwise provided in this Agreement, each party shall pay its own costs incurred in connection with negotiating, preparing and completing this Agreement or otherwise in connection with the Acquisition.

14. ENTIRE AGREEMENT

- 14.1 Without prejudice to the terms of the Announcement or the Acquisition Document, this Agreement and the Confidentiality Agreement together set out the entire agreement between the Parties relating to the Acquisition and supersede any previous draft, agreement, arrangement or understanding, whether in writing or not, relating to the Acquisition.
- 14.2 Each Party acknowledges that in entering into this Agreement it is not relying upon any pre-contractual statement that is not set out in this Agreement or the Confidentiality Agreement.
- 14.3 Except in the case of fraud or fraudulent misrepresentation, no Party shall have any right of action against any other Party to this Agreement arising out of or in connection with any pre-contractual statement except to the extent that it is repeated in this Agreement or the Confidentiality Agreement.
- 14.4 For the purposes of this clause, “pre-contractual statement” means any draft, agreement, undertaking, representation, warranty, promise, assurance or arrangement of any nature whatsoever, whether or not in writing, relating to the subject matter of this Agreement or the Confidentiality Agreement made or given by any person at any time prior to the entry into of this Agreement.

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with copy (which shall not constitute notice) by email to: [REDACTED]

16.4 Each party shall notify each other Party in writing of any change to its details in clause 16.3 from time to time.

16.5 The provisions of this clause 16 shall not apply in relation to the service of any claim form, application notice, order, judgment or other document relating to any proceedings, suit or action arising out of or in connection with this Agreement, whether contractual or non-contractual.

17. **LANGUAGE**

Each language of communication under or in connection with this Agreement shall be in English.

18. **WAIVERS, RIGHTS AND REMEDIES**

18.1 The rights and remedies provided for in this Agreement are cumulative and not exclusive of any other rights or remedies, whether provided by Law or otherwise.

18.2 No failure to exercise, or delay in exercising, any right under this Agreement or provided by Law shall affect that right or operate as a waiver of the right. The single or partial exercise of any right under this Agreement or provided by Law shall not preclude any further exercise of it.

18.3 Without prejudice to any other rights or remedies that any Party may have, each Party acknowledges and agrees that damages may not be an adequate remedy for any breach by it of this Agreement and that accordingly each other Party may be entitled, without proof of special damages, to the remedies of injunction, specific performance or other equitable relief for any threatened or actual breach of this Agreement by any Party and no proof of special damages shall be necessary for the enforcement by any Party of the rights under this Agreement.

19. **NO PARTNERSHIP**

No provision of this Agreement creates a partnership between the parties or makes a Party the agent of the other Party for any purpose. A Party has no authority or power to bind, to contract in the name of, or to create a liability for the other Party in any way or for any purpose.

20. **FURTHER ASSURANCE**

At the cost of the requesting Party, each Party shall (and shall procure that members of its respective group shall and shall use reasonable endeavours to procure that any necessary third party shall) execute such documents and do such acts and things as the requesting Party may reasonably require for the purpose of giving the full benefit of this Agreement to the requesting Party.

21. COUNTERPARTS

This Agreement 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 Agreement by e-mail attachment or telecopy shall be an effective mode of delivery.

22. VARIATIONS

22.1 No variation of this Agreement shall be valid unless it is in writing and duly executed by or on behalf of all of the Parties.

22.2 If this Agreement is varied:

- (a) the variation shall not constitute a general waiver of any provisions of this Agreement;
- (b) the variation shall not affect any rights, obligations or liabilities under this Agreement that have already accrued up to the date of variation; and
- (c) the rights and obligations of the Parties under this Agreement shall remain in force, except as, and only to the extent that, they are varied.

23. INVALIDITY

23.1 Each of the provisions of this Agreement is severable.

23.2 If and to the extent that any provision of this Agreement:

- (a) is held to be, or becomes, invalid or unenforceable under the Law of any jurisdiction; but
- (b) would be valid, binding and enforceable if some part of the provision were deleted or amended,

then the provision shall apply with the minimum modifications necessary to make it valid, binding and enforceable and neither the validity or enforceability of the remaining provisions of this Agreement, nor the validity or enforceability of that provision under the Law of any other jurisdiction, shall in any way be affected or impaired as a result of this clause 23.2.

24. THIRD PARTY ENFORCEMENT RIGHTS

24.1 Each of the persons (each a "**Relevant Third Party**") to whom clauses 9.1 and/or 9.2 and/or 12.4 applies may under the Contracts (Rights of Third Parties) Act 1999 enforce the terms of clauses 9.1 and/or 9.2 and/or 12.4 (as applicable). This right is subject to:

- (a) the rights of the parties to terminate or vary this Agreement without the consent of any other person; and
- (b) the other terms and conditions of this Agreement.

24.2 Except as set out in clause 24.1, a person who is not a Party shall have no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any of its terms.

24.3 The Parties may terminate, rescind, vary, amend or waive any provision of this Agreement without the consent of a Relevant Third Party, except that any variation, amendment or waiver of clauses 9.1 and/or 9.2 and/or 12.4 shall require the consent of any affected Relevant Third Party.

25. GOVERNING LAW AND JURISDICTION

25.1 This Agreement and any non-contractual obligations arising out of or in connection with this Agreement shall be governed by, and interpreted in accordance with, English law.

25.2 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 Agreement, including 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 Agreement; and

(b) any non-contractual obligations arising out of or in connection with this Agreement,

and for these purposes, each Party irrevocably submits to the jurisdiction of the English courts and waives any objection to the exercise of such jurisdiction.

26. AGENT FOR SERVICE OF PROCESS

Each of Bidco and Wellspring irrevocably appoints Wellspring EMEA Limited of 31-35 Kirby Street, London, England, EC1N 8TE its agent to receive on its behalf in England or Wales service of any proceedings under clause 25 above. Such service shall be deemed completed on delivery to such agent (whether or not it is forwarded to and received by Bidco or Wellspring (as applicable) and shall be valid until such time as the Target has received prior written notice that such agent has ceased to act as agent. If for any reason such agent ceases to be able to act as agent or no longer has an address in England or Wales, each of Bidco and Wellspring shall forthwith appoint a substitute acceptable to the Target and deliver to the Target the new agent's name and address within England and Wales.

IN WITNESS WHEREOF the parties have executed this Agreement on the date first set out above.

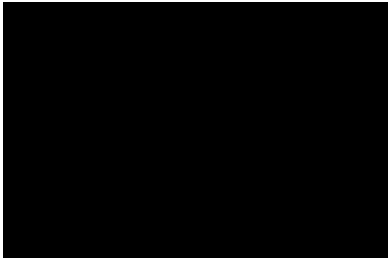
[Execution page follows. The remainder of this page has been left blank intentionally.]

IN WITNESS WHEREOF this Agreement has been entered into on the date first stated above.

EXECUTED BY _____)
acting for and on behalf of)
WELLSPRING WORLDWIDE INC.)
)
)
)
)
)

EXECUTED BY _____)
acting for and on behalf of)
IOPS BUYER INC.)
)
)
)
)
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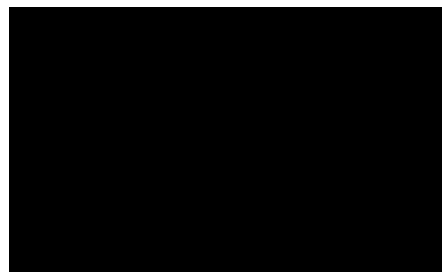
EXECUTED BY _____ Arif Karimjee)
acting for and on behalf of)
SOPHEON PLC)
)
)
)
)



IN WITNESS WHEREOF this Agreement has been entered into on the date first stated above.

EXECUTED BY Danny Carpenter
acting for and on behalf of
Wellspring Worldwide Inc.

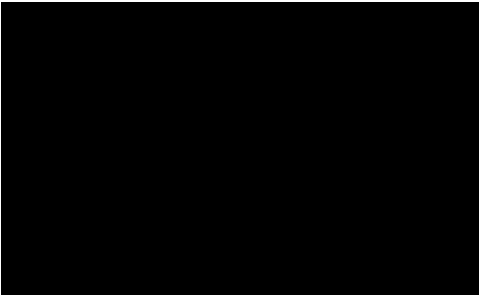
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IN WITNESS WHEREOF this Agreement has been entered into on the date first stated above.

EXECUTED BY Danny Carpenter
acting for and on behalf of
IOps Buyer Inc.

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**SCHEDULE 1
FORM OF ANNOUNCEMENT**

Attached

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

THIS ANNOUNCEMENT CONTAINS INSIDE INFORMATION

FOR IMMEDIATE RELEASE

22 December 2023

RECOMMENDED CASH OFFER
by
IOPS BUYER INC.
(a wholly-owned subsidiary of Wellspring Worldwide Inc.)
for
SOPHEON PLC
to be effected by means of a Scheme of Arrangement
under Part 26 of the Companies Act 2006

Summary

- On 31 October 2023 the board of directors of Sopheon plc (“**Sopheon**”) (the “**Sopheon Directors**”) announced an agreement in principle with the board of directors of IOps Buyer Inc. (“**Bidco**”), a wholly-owned subsidiary of Wellspring Worldwide Inc. (“**Wellspring**”), on the terms of a possible cash offer for the entire issued and to be issued share capital of Sopheon. That announcement set out that Wellspring were awaiting receipt of a regulatory clearance.
- On 21 December 2023, this regulatory clearance was received and accordingly Bidco and Sopheon are now pleased to announce the terms of a recommended cash offer to be made by Bidco for the entire issued and to be issued share capital of Sopheon (the “**Acquisition**”).
- It is intended that the Acquisition will be implemented by way of a Court-sanctioned scheme of arrangement under Part 26 of the Companies Act (although Bidco reserves the right to effect the Acquisition by way of a Takeover Offer, with the consent of the Takeover Panel and subject to the terms of the Co-operation Agreement).
- Under the terms of the Acquisition, which will be subject to the Conditions, certain further terms set out in Appendix I and to the full terms and conditions which will be set out in the Scheme Document, each Sopheon Shareholder will be entitled to receive:

£10.00 in cash per Sopheon Share

- The Acquisition values the entire issued and to be issued share capital of Sopheon at approximately £115 million.
- The Acquisition Price represents a premium of approximately:
 - 104 per cent. to the Closing Price of 490 pence per Sopheon Share on 30 October 2023 (being the last Business Day before the commencement of the Offer Period);
 - 80 per cent. to the Volume Weighted Average Price of 555 pence per Sopheon Share during the three-month period ended 30 October 2023 (being the last Business Day before the commencement of the Offer Period); and

- 72 per cent. to the Volume Weighted Average Price of 581 pence per Sopheon Share during the six-month period ended 30 October 2023 (being the last Business Day before the commencement of the Offer Period).
- If any dividend or other distribution in respect of the Sopheon Shares is declared, paid or made on or after the date of this Announcement, Bidco reserves the right to reduce the consideration payable for each Sopheon Share under the terms of the Acquisition by the amount per Sopheon Share of such dividend or distribution, in which case any reference in this Announcement to the consideration payable under the terms of the Acquisition will be deemed to be a reference to the consideration as so reduced. In such circumstances, Sopheon Shareholders would be entitled to retain any such dividend or distribution.

Background to and reasons for the Acquisition

- Sopheon is a leading provider of end-to-end innovation management software solutions, which help customers drive strategy execution by providing accountability, visibility and control across the corporate innovation lifecycle, and represents an attractive opportunity to invest in a market leading enterprise software business across multiple geographies.
- The Acquisition represents an opportunity for Wellspring to continue building a leading global innovation management software and services provider by combining its software solutions and data systems for managing technology transfer, intellectual property (“IP”) and innovation activities, primarily for the academic, government and corporate markets, with Sopheon’s complementary innovation and product development focus, particularly focused on the research and development functions of larger corporate clients. Wellspring and Sopheon are complementary in two main respects:
 - firstly, from a product and service offering standpoint, Wellspring has an established leadership position in the IP management and technology transfer software markets, while Sopheon has a large and established Innovation Management customer base. With this combination, and continued investments in the combined product portfolio, customers will benefit from the ability to purchase an end-to-end Innovation, IP management and technology transfer solution from a single vendor; and
 - secondly, from an end-market perspective, Wellspring has an existing leadership position in the higher education and government markets, with an emerging corporate footprint, while Sopheon has a leadership position in the larger corporate market and an emerging government client footprint. The combined company will benefit from the shared go-to-market and customer service expertise that each business has developed.
- The combination of the two companies should therefore create a compelling product and services portfolio in the market for each business’s respective clients.
- As a result of Sopheon’s relative size compared to Wellspring, and its influence in the US and European markets along with its recent acquisition of a business in Australia, the Acquisition also brings Wellspring materially greater scale. Wellspring believes that Sopheon presents a platform from which to embed and grow its geographic reach globally, a key strategic focus area of both organic and future acquisitive growth for Wellspring.
- Finally, Wellspring believes that in order to maximise its future potential, Sopheon would be better suited to a private company environment, where initiatives to improve the performance of the business can be implemented effectively, working in tandem with Wellspring, free from the requirement to meet the public equity market’s shorter-term reporting requirements and expectations.

Recommendation

- The Sopheon Directors, who have been so advised by Cavendish as to the financial terms of the Acquisition, consider the terms of the Acquisition to be fair and reasonable. In providing its advice to the Sopheon Directors, Cavendish has taken into account the commercial assessments of the Sopheon Directors. Cavendish is providing independent financial advice to the Sopheon Directors for the purposes of Rule 3 of the Code.
- Accordingly, the Sopheon Directors intend to recommend unanimously that the Sopheon Shareholders vote or procure votes in favour of the Scheme at the Court Meeting and the Resolution to be proposed at the General Meeting (or, subject to the terms of the Co-operation Agreement and with the consent of the Takeover Panel, if Bidco exercises its right to implement the Acquisition by way of a Takeover Offer, to accept such offer), as the Sopheon Directors who hold Sopheon Shares (in a personal capacity or through a nominee) have irrevocably undertaken to do in respect of their own (and their connected persons') beneficial holdings of 2,340,668 Sopheon Shares (representing, in aggregate, approximately 21.89 per cent. of the Sopheon Shares in issue on 21 December 2023 (being the last Business Day prior to the date of this Announcement)).

Irrevocable undertakings

- In addition to the irrevocable undertakings from the Sopheon Directors referred to immediately above, Bidco has also received irrevocable undertakings to vote or procure votes in favour of the Scheme at the Court Meeting and the Resolution to be proposed at the General Meeting (or, if Bidco exercises its right to implement the Acquisition by way of a Takeover Offer, to accept such offer) from Rivomore Limited in respect of 2,074,308 Sopheon Shares (held in a personal capacity or through a nominee) representing, in aggregate, approximately 19.40 per cent. of the Sopheon Shares in issue on 21 December 2023 (being the last Business Day prior to the date of this Announcement).
- In total therefore, as at the date of this Announcement, Bidco has received irrevocable undertakings to vote or procure votes in favour of the Scheme at the Court Meeting and the Resolution to be proposed at the General Meeting (or, if Bidco exercises its right to implement the Acquisition by way of a Takeover Offer, to accept such offer) with respect to a total of 4,414,976 Sopheon Shares (representing approximately 41.29 per cent. of the Sopheon Shares in issue on 21 December 2023 (being the last Business Day prior to the date of this Announcement)).
- Further details of these irrevocable undertakings (including details of the circumstances in which they cease to be binding) are set out in Appendix III to this Announcement.

Information on Bidco, Wellspring and Resurgens

- Bidco has been incorporated under the laws of the State of Delaware, United States of America for the purposes of the Acquisition. It has not traded since its incorporation. Bidco is a wholly-owned subsidiary of Wellspring.
- Founded in 2003 as a spin-off from Carnegie Mellon University, Wellspring is a leading provider of software solutions and data systems for managing technology transfer, IP and innovation activities, primarily for the academic, government and corporate markets. Its suite of solutions cover: (i) invention, IP and contract management, by storing and managing all agreements and critical documentation relating to an organisation's IP; (ii) technology transfer and IP licensing, managing the purchasing and selling or monetisation of technology and research between corporations, universities and government agencies; (iii) research and development workflow management, delivering visibility of those efforts throughout an organisation; and (iv) 'technology scouting' and intelligence, enabling users to view all relevant patents, news, research and other information to identify, evaluate and monitor technological development. Wellspring, headquartered in Chicago with additional offices in London and Tokyo, works with more than 500 organisations worldwide.

- Resurgens is a technology-focused private equity firm investing in North American and select European lower middle-market application and IT infrastructure software businesses. Resurgens' growing team offers a diversity of investing, operating and talent management experience, applying an active and engaged value creation approach with each portfolio company. Resurgens is headquartered in Atlanta, Georgia, USA with additional professionals located in Austin, London and Silicon Valley.

Timetable and Conditions

- It is intended that the Acquisition be implemented by way of a Court-sanctioned scheme of arrangement under Part 26 of the Companies Act. The purpose of the Scheme is to provide for Bidco to acquire the whole of the issued and to be issued share capital of Sopheon. The Scheme will be put to Sopheon Shareholders at the Court Meeting and to Sopheon Shareholders at the General Meeting. In order to become Effective, the Scheme must be approved by a majority in number of the Sopheon Shareholders voting at the Court Meeting, either in person or by proxy, representing at least 75 per cent. in value of the Scheme Shares voted. The Resolution must also be approved by Sopheon Shareholders at the General Meeting. The General Meeting is expected to be held immediately after the Court Meeting.
- The Scheme will also need to be sanctioned by the Court. Finally, a copy of the Court Order must be delivered to the Registrar of Companies for registration, upon which the Scheme will become Effective.
- The Acquisition will be made in accordance with the Code and is subject to the Conditions and certain further terms set out in Appendix I, and to the full terms and conditions which will be set out in the Scheme Document. The Conditions include the receipt of regulatory approvals as further described in this Announcement.
- It is expected that the Scheme Document, containing further information about the Acquisition and notices of the Court Meeting and the General Meeting, together with the associated Forms of Proxy, will be posted to Sopheon Shareholders within 28 days of this Announcement (or such later time as Sopheon, Bidco and the Takeover Panel agree) and the Court Meeting and the General Meeting are each expected to be held as soon as possible thereafter, giving the required notice for such meetings.
- The Acquisition is currently expected to be completed during the first quarter of 2024, subject to the satisfaction or (where applicable) waiver of the Conditions. An expected timetable of key events relating to the Acquisition will be provided in the Scheme Document.

Commenting on the Acquisition, Sean Downs CEO of Wellspring, said:

"We are excited to be announcing the proposed acquisition of Sopheon, which we believe represents a compelling opportunity for all stakeholders, with the full recommendation of its Board.

Sopheon is a clear leader in providing innovation management software solutions, which we have followed for some time. We believe the company aligns closely with Wellspring in terms of both strategy and culture, and the combination of our two businesses represents an opportunity to build a leading global innovation management software and services provider with a compelling product and services portfolio. "

Commenting on the Acquisition, Andy Michuda, Chairman of Sopheon, said:

"I very much thank our investors, in particular our long-time investors, who have supported Sopheon through our evolution and am pleased that we have secured an acquisition price with such a solid premium.

I am also excited for our employees and clients to grow and thrive going forward as part of the enlarged group.

This acquisition is about two companies with a common vision bringing together complimentary products, customers, and employee talent. The combination has a unique opportunity to set a new leadership standard for the Innovation Ops market, supporting the innovation product life cycle from emerging tech transfer, to product commercialization, through end-of-life.”

This summary should be read in conjunction with, and is subject to, the full text of this Announcement and its Appendices. In particular, the Acquisition is subject to the Conditions and certain further terms set out in Appendix I and to the full terms and conditions which will be set out in the Scheme Document. Appendix II contains details of sources of information and bases of calculation contained in this Announcement. Appendix III contains certain details relating to the irrevocable undertakings referred to in this Announcement. Appendix IV contains definitions of certain terms used in this Announcement.

Enquiries:

Sopheon

Andy Michuda, Executive Chairman
Greg Coticchia, Chief Executive Officer
Arif Karimjee, Chief Financial Officer

via Cavendish

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Resurgens, Wellspring and Bidco

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King & Spalding International LLP are retained as legal advisers to Resurgens, Wellspring and Bidco.

Squire Patton Boggs (UK) LLP are retained as legal adviser to Sopheon.

Important Notices

*Cavendish Capital Markets Limited (“**Cavendish**”), which is authorised and regulated in the United Kingdom by the FCA, is acting as financial adviser to Sopheon and no one else in connection with the matters described in this Announcement and will not be responsible to anyone other than Sopheon for providing the protections offered to clients of Cavendish or for providing advice in connection with any matter referred to in this Announcement. Neither Cavendish 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 Cavendish in connection with this Announcement, any statement contained herein, the Scheme or otherwise. No representation or warranty, express or implied, is made by Cavendish as to the contents of this Announcement.*

Raymond James Financial International Limited (“Raymond James”), which is authorised and regulated in the United Kingdom by the FCA, is acting as financial adviser to Resurgens, Wellspring and Bidco and no one else in connection with the matters described in this Announcement and will not be responsible to anyone other than Resurgens, Wellspring or Bidco for providing the protections afforded to clients of Raymond James nor for providing advice in connection with the matters referred to herein. Neither Raymond James nor any of its 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 Raymond James in connection with this Announcement, any statement contained herein, the Acquisition or otherwise.

Overseas Shareholders

This Announcement has been prepared for the purpose of complying with English law, the AIM Rules and the Code and the information disclosed may not be the same as that which would have been disclosed if this Announcement had been prepared in accordance with the laws of jurisdictions outside the United Kingdom.

The laws of the relevant jurisdictions may affect the availability of the Acquisition to persons who are not resident in the United Kingdom. Persons who are not resident in the United Kingdom, or who are subject to laws of any jurisdiction other than the United Kingdom, should inform themselves about, and observe any applicable requirements. Any person (including, without limitation, nominees, trustees and custodians) who would, or otherwise intends to, forward this Announcement, the Scheme Document or any accompanying document to any jurisdiction outside the United Kingdom should refrain from doing so and seek appropriate professional advice before taking any action. In particular, the ability of persons who are not resident in the United Kingdom to vote their Sopheon Shares at the Court Meeting or the General Meeting, or to execute and deliver Forms of Proxy appointing another to vote their Sopheon Shares in respect of the Court Meeting or the General Meeting on their behalf, may be affected by the laws of the relevant jurisdiction in which they are located.

Any failure to comply with the applicable legal or regulatory requirements may constitute a violation of the laws and/or regulations of any such jurisdiction. To the fullest extent permitted by applicable law, the companies and persons involved in the Acquisition disclaim any responsibility and liability for the violation of such restrictions by any person.

The Acquisition will not be made, directly or indirectly, in or into or by use of the mails or any other means or instrumentality (including, without limitation, telephonic or electronic) of interstate or foreign commerce of, or any facility of a national, state or other securities exchange of, a Restricted Jurisdiction, and the Acquisition will not be capable of acceptance by any such use, means, instrumentality or facility or from within a Restricted Jurisdiction. Accordingly, copies of this Announcement and formal documentation relating to the Acquisition are not being, and must not be, directly or indirectly, mailed or otherwise forwarded or distributed in, into or from a Restricted Jurisdiction and persons receiving this Announcement (including custodians, nominees and trustees) must not distribute or send it into or from a Restricted Jurisdiction. In the event that the Acquisition is implemented by way of a Takeover Offer and extended into the US, Bidco will do so in satisfaction of the procedural and filing requirements of US securities laws at that time, to the extent applicable thereto. The Acquisition relates to the shares of a company incorporated in England and it is proposed to be made by means of a scheme of arrangement provided for under English law. The Scheme will relate to the shares of a UK company that is a “foreign private issuer” as defined under Rule 3b-4 under the US Exchange Act. A transaction effected by means of a scheme of arrangement is not subject to any shareholder vote, proxy solicitation and tender offer rules under the US Exchange Act. Accordingly, the Scheme is subject to the disclosure requirements and practices applicable in the UK to schemes of arrangement, which differ from the disclosure requirements and practices of US shareholder vote, proxy solicitation or tender offer rules. Financial information included in the relevant documentation will have been prepared in accordance with accounting standards applicable in the UK and may not be comparable to the financial information of, or the accounting standards applicable to, US companies. However, if Bidco were to elect to implement the Acquisition by means of a Takeover Offer, such Takeover Offer shall be made in compliance with all applicable laws and regulations, including section 14(e) of the

US Exchange Act and Regulation 14E thereunder, if applicable. Such Takeover Offer would be made in the US by Bidco and no one else. In addition to any such Takeover Offer, Bidco, certain affiliated companies and the nominees or brokers (acting as agents) may make certain purchases of, or arrangements to purchase, shares in Sopheon outside such Takeover Offer during the period in which such Takeover Offer would remain open for acceptance. If such purchases or arrangements to purchase are made they would be made outside the United States in compliance with applicable law, including the US Exchange Act. It may be difficult for a US-based investor to enforce his or her rights and any claim he or she may have arising under US securities laws, since the Scheme relates to the shares of a company located in the UK, and some or all of its officers and directors may be residents of non-US jurisdictions. A US-based investor may not be able to sue a company located in the UK, or its officers or directors, in a foreign court for alleged violations of US securities laws, and it may be difficult to compel a foreign company and its affiliates to subject themselves to a US court's judgment.

Forward-looking statements

This Announcement, oral statements made regarding the Acquisition, and other information published by Sopheon, Bidco, Wellspring and Resurgens may contain certain "forward-looking statements" with respect to Sopheon, Bidco, Wellspring and Resurgens. These forward-looking statements can be identified by the fact that they do not relate only to historical or current facts. Forward-looking statements often use words such as "anticipate", "target", "expect", "estimate", "intend", "plan", "goal", "believe", "will", "may", "should", "would", "could" or other words or terms of similar meaning or the negative thereof. Forward-looking statements include statements relating to, for example, the following: (i) future capital expenditures, expenses, revenues, earnings, synergies, economic performance, indebtedness, financial condition, dividend policy, losses and future prospects; (ii) business and management strategies of Resurgens, Wellspring and/or Bidco and the expansion and growth of Sopheon and potential synergies resulting from the Acquisition; and (iii) the effects of government regulation on the business of Sopheon.

These forward-looking statements involve known and unknown risks, uncertainties and other factors which may cause actual results, performance or developments to differ materially from those expressed in or implied by such forward-looking statements. These forward-looking statements are based on numerous assumptions regarding present and future strategies and environments. None of Resurgens, Wellspring, Bidco or Sopheon, nor any of their respective associates, directors, officers, employees 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 undue reliance on such forward-looking statements, which speak only as of the date hereof. All subsequent oral or written forward-looking statements attributable to Resurgens, Wellspring, Bidco or Sopheon or any person acting on their behalf are expressly qualified in their entirety by the cautionary statement above. Should one or more of these risks or uncertainties materialise, or should underlying assumptions prove incorrect, actual results may vary materially from those described in this Announcement. None of Resurgens, Wellspring, Bidco or Sopheon assume any obligation to update publicly or revise forward-looking or other statements contained in this Announcement, whether as a result of new information, future events or otherwise, except to the extent legally required.

No profit forecasts or estimates

No statement in this Announcement is intended as a profit forecast or estimate for Resurgens, Wellspring, Bidco or Sopheon in respect of any period and no statement in this Announcement should be interpreted to mean that earnings or earnings per Sopheon Share for the current or future financial years would necessarily match or exceed the historical published earnings or earnings per Sopheon Share.

Right to switch to a Takeover Offer

Subject to the terms of the Co-operation Agreement, Bidco reserves the right to elect, with the consent of the Takeover Panel, to implement the Acquisition by way of a Takeover Offer for the entire issued and to be issued share capital of Sopheon as an alternative to the Scheme. In such an event, the Takeover Offer will be made in accordance with the terms and conditions set out in this Announcement which would apply

to the Scheme (with any modifications or amendments to such terms and conditions as may be required by the Takeover Panel or which are necessary as a result of Bidco's election to implement the Acquisition by way of a Takeover Offer), in accordance with the Co-operation Agreement and subject to the amendments referred to in Part C of Appendix I to this Announcement.

Publication on website

In accordance with Rule 26.1 of the Code, a copy of this Announcement will be made available (subject to certain restrictions relating to persons resident in Restricted Jurisdictions), free of charge, on Sopheon's website at www.sopheon.com/investors and on Bidco's website at <https://offer.wellspring.com/news> by no later than 12:00 noon on the Business Day following this Announcement. Neither the contents of this website nor the content of any other website accessible from hyperlinks on such websites is incorporated into, or forms part of, this Announcement.

Requesting hard copies

In accordance with Rule 30.3 of the Code, a person so entitled may request a hard copy of this Announcement, free of charge, by contacting Sopheon's registrar, Link Group on 0371 664 0321. Calls are charged at the standard geographic rate and will vary by provider. Calls outside the United Kingdom will be charged at the applicable international rate. The helpline is open between 9:00 a.m. to 5:30 p.m., Monday to Friday excluding public holidays in England and Wales. Please note that Link Group cannot provide any financial, legal or tax advice and calls may be recorded and monitored for security and training purposes.

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. In accordance with Rule 30.3 of the Code, a person so entitled may also request that all future documents, announcements and information to be sent to them in relation to the Acquisition should be in hard copy form.

Electronic communications – information for Sopheon Shareholders

Please be aware that addresses, electronic addresses and certain information provided by Sopheon Shareholders, persons with information rights and other relevant persons for the receipt of communications from Sopheon may be provided to Bidco during the Offer Period as required under section 4 of Appendix 4 of the Code to comply with Rule 2.11(c) of the 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 the figures that precede them.

Disclosure requirements of the Code

Under Rule 8.3(a) of the Code, any person who is interested in 1% 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 p.m. (London time) on the 10th business day following the commencement of the offer period and, if appropriate, by no later than 3:30 p.m. (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 Code, any person who is, or becomes, interested in 1% 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 p.m. (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 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.

Announcement not a prospectus

This Announcement does not constitute a prospectus or prospectus equivalent document.

Private purchases

Sopheon Shareholders should be aware that Bidco may purchase Sopheon Shares otherwise than under the Scheme or any Takeover Offer, including pursuant to privately negotiated purchases.

Independent advice

If you are in any 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 or independent financial adviser duly authorised under FSMA if you are resident in the United Kingdom or, if not, from another appropriately authorised independent financial adviser.

Rule 2.9 of the Code

For the purposes of Rule 2.9 of the Code, Sopheon confirms that, as at the date of this Announcement, it had in issue 10,693,079 ordinary shares of 20 pence each. No shares are held in treasury. The ISIN for the ordinary shares is GB00BSZM1369.

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

THIS ANNOUNCEMENT CONTAINS INSIDE INFORMATION

FOR IMMEDIATE RELEASE

22 December 2023

RECOMMENDED CASH OFFER
by
IOPS BUYER INC.
(a wholly-owned subsidiary of Wellspring Worldwide Inc.)
for
SOPHEON PLC
to be effected by means of a Scheme of Arrangement
under Part 26 of the Companies Act 2006

1. Introduction

On 31 October 2023 the board of directors of Sopheon plc (“**Sopheon**”) (the “**Sopheon Directors**”) announced an agreement in principle with the board of directors of IOps Buyer Inc. (“**Bidco**”), a wholly-owned subsidiary of Wellspring Worldwide Inc. (“**Wellspring**”), on the terms of a possible cash offer for the entire issued and to be issued share capital of Sopheon. That announcement set out that Wellspring were awaiting receipt of a regulatory clearance.

On 21 December 2023, this regulatory clearance was received and accordingly the board of directors of Sopheon and the board of directors of Bidco are pleased to announce the terms of a recommended cash offer to be made by Bidco for the entire issued and to be issued share capital of Sopheon (the “**Acquisition**”).

It is intended that the Acquisition will be implemented by way of a Court-sanctioned scheme of arrangement under Part 26 of the Companies Act (although Bidco reserves the right to effect the Acquisition by way of a Takeover Offer, with the consent of the Takeover Panel and subject to the terms of the Co-operation Agreement).

2. The Acquisition

Under the terms of the Acquisition, which will be subject to the Conditions, certain further terms set out in Appendix I and to the full terms and conditions which will be set out in the Scheme Document, each Sopheon Shareholder will be entitled to receive:

£10.00 in cash per Sopheon Share

- The Acquisition values the entire issued and to be issued share capital of Sopheon at approximately £115 million.
- The Acquisition Price represents a premium of approximately:
 - 104 per cent. to the Closing Price of 490 pence per Sopheon Share on 30 October 2023 (being the last Business Day before the commencement of the Offer Period);

- 80 per cent. to the Volume Weighted Average Price of 555 pence per Sopheon Share during the three-month period ended 30 October 2023 (being the last Business Day before the commencement of the Offer Period); and
- 72 per cent. to the Volume Weighted Average Price of 581 per Sopheon Share during the six-month period ended 30 October 2023 (being the last Business Day before the commencement of the Offer Period).

The Sopheon Shares will be acquired by Bidco with full title guarantee, fully paid and free from all liens, equitable interests, charges, encumbrances, rights of pre-emption and any other third party rights or interests whatsoever and together with all rights existing at the date of this Announcement or thereafter attaching thereto, including (without limitation) the right to receive and retain, in full, all dividends and other distributions (if any) declared, made or paid or any other return of capital (whether by way of reduction of share capital or share premium account or otherwise) made on or after the Effective Date in respect of the Sopheon Shares.

If any dividend or other distribution in respect of the Sopheon Shares is declared, paid or made on or after the date of this Announcement, Bidco reserves the right to reduce the consideration payable for each Sopheon Share under the terms of the Acquisition by the amount per Sopheon Share of such dividend or distribution, in which case any reference in this Announcement to the consideration payable under the terms of the Acquisition will be deemed to be a reference to the consideration as so reduced. In such circumstances, Sopheon Shareholders would be entitled to retain any such dividend or distribution.

3. Background to and reasons for the Acquisition

Sopheon is a leading provider of end-to-end innovation management software solutions, which help customers drive strategy execution by providing accountability, visibility and control across the corporate innovation lifecycle, and represents an attractive opportunity to invest in a market leading enterprise software business across multiple geographies.

The Acquisition represents an opportunity for Wellspring to continue building a leading global innovation management software and services provider by combining its software solutions and data systems for managing technology transfer, intellectual property (“IP”) and innovation activities, primarily for the academic, government and corporate markets, with Sopheon’s complementary innovation and product development focus, particularly focused on the research and development functions of larger corporate clients. Wellspring and Sopheon are complementary in two main respects:

- firstly, from a product and service offering standpoint, Wellspring has an established leadership position in the IP management and technology transfer software markets, while Sopheon has a large and established Innovation Management customer base. With this combination and continued investments in the combined product portfolio, customers will benefit from the ability to purchase an end-to-end Innovation, IP management and technology transfer solution from a single vendor; and
- secondly, from an end-market perspective, Wellspring has an existing leadership position in the higher education and government markets, with an emerging corporate footprint, while Sopheon has a leadership position in the larger corporate market and an emerging government client footprint. The combined company will benefit from the shared go-to-market and customer service expertise that each business has developed.

The combination of the two companies should therefore create a compelling product and services portfolio in the market for each business’s respective clients.

As a result of Sopheon’s relative size compared to Wellspring, and its influence in the US and European markets along with its recent acquisition of a business in Australia, the Acquisition also brings Wellspring materially greater scale. Wellspring believes that Sopheon presents a platform from which to embed and

grow its geographic reach globally, a key strategic focus area of both organic and future acquisitive growth for Wellspring.

Finally, Wellspring believes that in order to maximise its future potential, Sopheon would be better suited to a private company environment, where initiatives to improve the performance of the business can be implemented effectively, working in tandem with Wellspring, free from the requirement to meet the public equity market's shorter-term reporting requirements and expectations.

4. Sopheon trading update

On 24 August 2023, Sopheon announced the interim results of the Sopheon Group for the six months ended 30 June 2023. A copy of that announcement is available on the Sopheon website at www.sopheon.com. The results announcement included the following statements on the outlook for the Sopheon Group:

Sopheon's Executive Chairman, Andy Michuda said:

"Sopheon continues to deliver on its key growth and transformation objectives, demonstrated in particular by significant and sustained increases in SaaS ARR, supported by continued high retention performance. In parallel we have delivered substantial investment in growth initiatives and M&A that expand our product offering, geographical footprint and market opportunity, while maintaining cashflow discipline and EBITDA performance. Our strong balance sheet continues to support our ability to execute with confidence. We expect the impact of increased investments in both marketing and product to contribute to a stronger sales pipeline in the second half of the year and beyond, in support of our growth objectives."

Furthermore, in the Prior Announcement, the Sopheon Board noted:

"In addition, as referenced in the interim results the current sales pipeline for the balance of 2023 includes yet-to-be closed opportunities for significant perpetual extension orders from existing military customers, alongside other opportunities. Sales teams are busy and prior experience provides reassurance that Sopheon's business and teams are well placed to deliver even in challenging markets, particularly in the final quarter, but the Sopheon Board recognises that there is a level of execution risk – including, most immediately, potential delays arising from the current U.S. government budget situation which could impact the timing of orders from existing military customers in particular."

5. Background to and reasons for the recommendation

The Sopheon Board remain highly confident in Sopheon's standalone prospects as an independent company and are pleased with the progress made over the last few years in advancing its strategic priorities.

Sopheon is a market leader in end-to-end innovation management software solutions, collectively known as InnovationOps and its software helps customers drive strategy execution by providing accountability, visibility and control across the corporate innovation lifecycle. By operationalising the entire innovation life cycle, Accolade® and Acclaim™ software and expertise enable innovation, product and project professionals to accomplish the full range of InnovationOps tasks to drive innovation at scale. In recent years Sopheon has focused on its transition to a SaaS model, and has complemented organic growth with strategic acquisitions to expand and optimise Sopheon's platform and improved competitiveness. This has contributed to the broadening of its offerings with three new products under the Acclaim banner, completing the flagship Accolade solution and is catering to a wider pool of customers as well as a larger addressable market. This has only been achieved thanks to the sustained dedication and passion of Sopheon's employees and management team over many years.

The Sopheon Board is pleased to recommend the Acquisition and believes that the Acquisition presents an attractive valuation for Sopheon, and a compelling liquidity opportunity not currently afforded by the public markets. Sopheon also acknowledges that continued execution of its strategy – both in terms of

recognition for its transition momentum towards a multiproduct SaaS business, and the potential dilutive impact of raising capital for execution of transformative M&A - are challenging for a smaller public company in the current environment. These uncertainties are further reinforced by an increasingly uncertain economic backdrop, most immediately evidenced by the risk of shutdown of the US congress and consequential delays in approval of US government budgets.

In particular, the Sopheon Board notes that the Acquisition Price represents:

- a premium of 104 per cent. to the Closing Price of 490 pence per Sopheon Share on 30 October 2023 (being the last Business Day before the commencement of the Offer Period);
- a premium of 80 per cent. to the Volume Weighted Average Price of 555 pence per Sopheon Share for the three-month period ended 30 October 2023 (being the last Business Day before the commencement of the Offer Period); and
- a compelling liquidity opportunity for Sopheon Shareholders, given the average daily trading volume as a percentage of Sopheon's issued share capital was approximately 0.03 and 0.04 per cent. respectively over the preceding six and twelve months prior to the commencement of the Offer Period, and that there was zero trading in Sopheon Shares in approximately 27 per cent. of trading days over the 12 months preceding the commencement of the Offer Period.

In assessing the financial terms of the Acquisition, the Sopheon Board has noted the support for the Acquisition by certain of Sopheon's key shareholders representing, in aggregate, 41.29 per cent. of the issued share capital. The Acquisition on the terms proposed also represent the conclusion of a lengthy engagement between Sopheon, Wellspring and Resurgens, and the Sopheon Board entering into these discussions with the benefit of having previously explored a number of indicative or speculative expressions of interest from other potentially interested parties.

The Sopheon Board share Wellspring's excitement regarding the strategic and operational benefits that come from combining complementary product portfolios across complementary customer footprints, where Sopheon holds a strong position in the corporate market, consisting of well-known global leading corporate customers, whilst Wellspring has focused on education and government sectors; and where Sopheon has a large and established Innovation Management business, Wellspring has an established leadership position in the IP management and technology transfer markets. The Sopheon Directors believe that the combined company will be unique in its collective offerings bridging the intellectual property invention communities (universities and government labs) with the consumers of IP, the corporate enterprises. Sopheon is also excited about the complementary geographical footprint, the ability to scale Wellspring solutions in Europe, and the clear benefits in the unique complimentary skill sets inherent in the combined employee bases across all functions.

Resurgens has a proven track record of providing scale, operational support and financial resources to the companies it partners with, such as Wellspring. The Sopheon Board welcomes the importance that Wellspring attributes to the skills and experience of the Sopheon employees and management team, and the statements made by Wellspring with regard to the employment and places of business in paragraph 11 of this Announcement. The Sopheon Board also welcomes that Wellspring has stated that the Acquisition will offer continuing opportunities for Sopheon staff as part of the Enlarged Group.

Following careful consideration of the above factors, the Sopheon Board believes that the Acquisition Price of £10.00 per Sopheon Share in cash provides attractive value and certainty for Sopheon Shareholders, recognising Sopheon's market position, its future growth prospects and the risks and potential future funding requirements associated with those prospects.

6. Recommendation

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

Accordingly, the Sopheon Directors intend to recommend unanimously that the Sopheon Shareholders vote or procure votes in favour of the Scheme at the Court Meeting and the Resolution to be proposed at the General Meeting (or, subject to the terms of the Co-operation Agreement and with the consent of the Takeover Panel, if Bidco exercises its right to implement the Acquisition by way of a Takeover Offer, to accept such offer), as the Sopheon Directors who hold Sopheon Shares (in a personal capacity or through a nominee) have irrevocably undertaken to do in respect of their own (and their connected persons') beneficial holdings of 2,340,668 Sopheon Shares (representing, in aggregate, approximately 21.89 per cent. of the Sopheon Shares in issue on 21 December 2023 (being the last Business Day prior to the date of this Announcement)).

Further details of these irrevocable undertakings are set out below and in Appendix III to this Announcement.

7. Conditions

The Acquisition is conditional, amongst other things, upon:

- a) the approval of the Scheme by a majority in number representing not less than 75 per cent. in value of the Scheme Shareholders entitled to vote and present and voting, either in person or by proxy, at the Court Meeting (or at any adjournment, postponement or reconvention of such meeting) on or before the 22nd day after the expected date of the Court Meeting to be set out in the Scheme Document in due course (or such later date as may be agreed between Bidco and Sopheon and the Court may allow);
- b) the passing of the Resolution necessary to implement the Scheme by the requisite majority at the General Meeting to be held on or before the 22nd day after the expected date of the General Meeting to be set out in the Scheme Document (or such later date, if any, as Bidco and Sopheon may agree and the Court may allow); and
- c) satisfaction of the NSIA Condition.

The attention of Sopheon Shareholders is drawn to the fact that the Acquisition is also conditional on other Conditions and certain further terms set out in Appendix I and to the full terms and conditions which will be set out in the Scheme Document.

The Scheme Document, along with the notice of the Court Meeting and the General Meeting and the Forms of Proxy will be despatched to Sopheon Shareholders within 28 days of the date of this Announcement, unless Bidco and Sopheon otherwise agree, and the Takeover Panel consents, to a later date.

8. Irrevocable undertakings

Bidco has received irrevocable undertakings to vote or procure votes in favour of the Scheme at the Court Meeting and the Resolution to be proposed at the General Meeting (or, if Bidco exercises its right to implement the Acquisition by way of a Takeover Offer, to accept such offer) from those of the Sopheon Directors who hold Sopheon Shares (in a personal capacity or through a nominee) in respect of their (and their connected persons') entire beneficial holdings of Sopheon Shares, amounting, in aggregate, to 2,340,668 Sopheon Shares (representing, in aggregate, approximately 21.89 per cent. of the Sopheon

Shares in issue on 21 December 2023 (being the last Business Day prior to the date of this Announcement)).

In addition to the irrevocable undertakings from the Sopheon Directors, Bidco has also received irrevocable undertakings to vote or procure votes in favour of the Scheme at the Court Meeting and the Resolution to be proposed at the General Meeting (or, if Bidco exercises its right to implement the Acquisition by way of a Takeover Offer, to accept such offer) from Rivomore Limited, in respect of 2,074,308 Sopheon Shares (held in a personal capacity or through a nominee) representing, in aggregate, approximately 19.40 per cent. of the Sopheon Shares in issue on 21 December 2023 (being the last Business Day prior to the date of this Announcement).

In total therefore, as at the date of this Announcement, Bidco has received irrevocable undertakings to vote or procure votes in favour of the Scheme at the Court Meeting and the Resolution to be proposed at the General Meeting (or, if Bidco exercises its right to implement the Acquisition by way of a Takeover Offer, to accept such offer) with respect to a total of 4,414,976 Sopheon Shares (representing approximately 41.29 per cent. of the Sopheon Shares in issue on 21 December 2023 (being the last Business Day prior to the date of this Announcement)).

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

9. Information on Bidco, Wellspring and Resurgens

Bidco

Bidco has been incorporated under the laws of the State of Delaware, United States of America for the purposes of the Acquisition. It has not traded since its incorporation. Bidco is a wholly-owned subsidiary of Wellspring.

Wellspring

Founded in 2003 as a spin-off from Carnegie Mellon University, Wellspring is a leading provider of software solutions and data systems for managing technology transfer, IP and innovation activities, primarily for the academic, government and corporate markets.

Its suite of solutions cover: (i) invention, IP and contract management, by storing and managing all agreements and critical documentation relating to an organisation's IP; (ii) technology transfer and IP licensing, managing the purchasing and selling or monetisation of technology and research between corporations, universities and government agencies; (iii) research and development workflow management, delivering visibility of those efforts throughout an organisation; and (iv) 'technology scouting' and intelligence, enabling users to view all relevant patents, news, research and other information to identify, evaluate and monitor technological development.

Wellspring, headquartered in Chicago with additional offices in London and Tokyo, works with more than 500 organisations worldwide.

Mergers and acquisitions are central to Wellspring's strategy, having acquired IP Pragmatics, a London-based consulting firm offering technology assessments and patent renewal services, in February 2023, MyIP, a UK based provider of tech transfer software in August 2021, and Covalent Data, a Denver-based provider of technology scouting solutions in July 2017.

Resurgens

Resurgens is a technology-focused private equity firm investing in North American and select European lower middle-market application and IT infrastructure software businesses. Resurgens' growing team offers a diversity of investing, operating and talent management experience, applying an active and engaged

value creation approach with each portfolio company. Resurgens is headquartered in Atlanta, Georgia, USA with additional professionals located in Austin, London and Silicon Valley.

10. Information on Sopheon

Sopheon is a market leader of end-to-end innovation management software solutions, addressing a range of needs collectively known as InnovationOps. Sopheon's software solutions help customers drive strategy execution by providing accountability, visibility and control across the corporate innovation lifecycle within medium to large enterprises, and certain government bodies. By operationalising the entire innovation life cycle, Accolade® and Acclaim™ software and expertise enable innovation, product and project professionals to accomplish the full range of InnovationOps tasks to drive innovation at scale. Sopheon's solutions provide accountability, visibility and control across the corporate innovation lifecycle. In recent years Sopheon has focused on its transition to a SaaS model, and has complemented organic growth with strategic acquisitions to expand and optimise Sopheon's platform and improved competitiveness. This has contributed to the broadening of its offerings with three new products under the Acclaim banner, completing the flagship Accolade solution and is catering to a wider pool of customers as well as a larger addressable market.

Sopheon's solutions have been implemented by hundreds of blue-chip customers with over 137,000 users in 50 countries. Typical customers include mid-size and large enterprises such as Honeywell, 3M, Mondelez, LG, Merck, Pall Corporation, Christian Dior, Hershey as well as the US Navy. Sopheon has offices in the United Kingdom, United States, Germany, the Netherlands and Australia, and has approximately 170 employees.

11. Management, employees, pension scheme, research and development and locations of the Sopheon Group

Prior to the date of this Announcement, Wellspring has been granted access to Sopheon's senior management team for the purpose of undertaking confirmatory due diligence. As a result of that diligence process, Wellspring has been able to develop a preliminary strategy that it anticipates delivering for the Sopheon business. Upon the Acquisition becoming Effective, Wellspring will benefit from having greater access to the business, employees and customers of Sopheon and will be able to formulate more detailed long-term strategic and operational plans for the Enlarged Group.

It is intended that more detailed long-term strategic and operational planning will be completed within six months of the Effective Date (the "Review"), focusing on all aspects of the Enlarged Group's business and opportunities available, including:

- reviewing in more detail the Enlarged Group's markets, customers, software and services offerings, and support operations;
- assessing the growth opportunity across each aspect of the business and its strategic positioning;
- evaluation of product roadmaps and accelerating development of primary software platforms for growth in existing and new markets; and
- deepening engagement with the key stakeholders of the business, including customers, suppliers and broader business partners.

Wellspring intends to invest in the enlarged business, both organically and potentially via acquisitions. Wellspring has a track record of making acquisitions and at any point in time is typically evaluating several potential opportunities across North America, the UK and Europe, and Asia Pacific, each at varying stages of engagement. With the backing of Resurgens, the Enlarged Group has the capability to execute these if it wishes.

Research and development

The Review will include an assessment of the Enlarged Group's existing offerings, research and development functions and product development readings. This may lead to the identification of areas where spending can be increased or focused in order to develop new, highly valued functionality or accelerate the existing roadmaps and/or it may lead to the identification of certain areas of surplus research and development activity, where operational efficiencies can be achieved across the Enlarged Group's existing research and development functions and resourcing. Further analysis is needed to ascertain which products and modules have the potential to be leveraged more broadly across the Enlarged Group. Any such products or modules will have their product roadmap prioritised.

Employees and management

Wellspring attaches great importance to the skills and experience of Sopheon's employees including its management team. Wellspring believes that the Acquisition will result in greater opportunities for Sopheon's staff as part of the Enlarged Group, particularly in terms of activities that pertain to developing and expanding its market position internationally. Wellspring confirms that, following the Scheme becoming Effective, the existing contractual and statutory employment rights of the Sopheon Group's management and employees will be fully safeguarded in accordance with applicable law.

Following the Scheme becoming Effective, as part of the Review, Wellspring intends to evaluate the management, governance and incentive structure of Sopheon.

Subject to compliance with applicable local law, as part of the Review, Wellspring may consolidate terms and conditions of employment in each geography. This could mean that in a particular country Wellspring may migrate Sopheon employees onto Wellspring's terms and conditions of employment, consistent with the terms and conditions of employment of Wellspring employees of a substantially equivalent level.

Wellspring will look to run the Enlarged Group efficiently and sustainably, and so following the Effective Date, a number of corporate, technical, research and development, and support functions, including PLC-related functions, may cease to be necessary and therefore potentially require headcount reductions in the foregoing areas. Except as described in the prior sentence, at this stage, Wellspring does not expect material headcount reductions in the Enlarged Group. Any such proposals for change would be developed during the Review referenced above. Wellspring has not yet developed proposals as to how any such headcount reductions would be implemented and any individuals impacted across the Enlarged Group will be treated in a manner consistent with Wellspring's high standard culture and practices and efforts will be made to mitigate headcount reductions, via natural attrition and the elimination of vacant roles where appropriate.

The Enlarged Group will be led by Sean Downs, CEO of Wellspring. It is further intended that the broader executive leadership team will be constructed from both businesses following completion of the Acquisition.

The Non-Executive Directors will cease to be directors of Sopheon with effect from the Scheme becoming Effective.

Other than as noted immediately above, Wellspring does not expect or intend the Review to have a material impact on the balance of skills and functions at Sopheon.

Existing rights and pensions

Wellspring does not currently intend to make any changes to the eligibility rules or contribution rates that currently apply under Sopheon's defined contribution pension plans and intends to comply with all applicable law in this regard. Sopheon does not operate a defined benefit pension scheme.

Incentive arrangements

Wellspring believes that the ongoing participation of senior management of the Sopheon Group is very important to the future success of the Sopheon Group. Wellspring has not entered into, has not had discussions on proposals to enter into, and will not do so prior to the Scheme becoming Effective, any form of incentivisation arrangements with members of Sopheon's management. Wellspring intends to put in place incentive arrangements for certain members of the Sopheon management team following completion of the Acquisition.

Headquarters, locations, fixed assets

Wellspring intends to maintain Sopheon's existing network of offices, whilst the Review is undertaken. Only following the Review will any need for additions, adjustments or rationalisations to Sopheon's headquarters and office network be known. Wellspring has no intentions to redeploy the fixed assets of Sopheon at this time.

Trading Facilities

Sopheon Shares are currently admitted to trading on AIM. As set out in paragraph 16 of this Announcement, a request will be made to the London Stock Exchange to cancel the admission to trading of the Sopheon Shares on AIM on or shortly after the Effective Date. Wellspring intends to re-register Sopheon as a private company after the Effective Date.

Statements

No statements in this paragraph 11 constitute "post-offer undertakings" for the purposes of Rule 19.5 of the Takeover Code.

12. Financing

The cash consideration payable to the Sopheon Shareholders under the terms of the Acquisition is intended to be financed by a combination of equity funding to be invested indirectly by the Resurgens Funds and committed debt funding to be provided under the Facilities Agreement. The Resurgens Funds includes a co-investment fund in which the sole limited partner is a fund managed and advised by MS AIP.

Raymond James, in its capacity as financial adviser to Bidco, is satisfied that sufficient cash resources are available to Bidco to enable it to satisfy in full the cash consideration payable to Sopheon Shareholders under the terms of the Acquisition.

Further information on the financing of the Acquisition will be set out in the Scheme Document.

13. Offer-related arrangements

Confidentiality Agreement

Resurgens Technology Partners and Sopheon entered into a confidentiality agreement dated 19 May 2023 (the "**Confidentiality Agreement**") pursuant to which Resurgens Technology Partners has undertaken to: (a) keep confidential information relating to, *inter alia*, the Acquisition and Sopheon and not to disclose it to third parties (other than to certain permitted parties), unless required by law or regulation; and (b) use the confidential information only in connection with evaluation of the Acquisition, unless required by law or regulation.

These confidentiality obligations shall remain in force for a period of two years from the date of the Confidentiality Agreement.

The Confidentiality Agreement also includes customary non-solicitation obligations on Resurgens Technology Partners, subject to customary carve-outs, for a period of 12 months from the date of the

Confidentiality Agreement and a standstill provision in favour of Sopheon, subject to customary carve-outs, for a period of 12 months from the date of the Confidentiality Agreement.

Co-operation Agreement

Pursuant to a co-operation agreement dated 22 December 2023 (the “**Co-operation Agreement**”): (a) Sopheon has agreed to co-operate with Bidco and Wellspring to assist with the obtaining of regulatory clearances and the making of all filings as may be necessary, from or under the law, regulations or practices applied by any applicable regulatory authority in connection with the Acquisition; (b) Bidco and Wellspring have agreed to provide Sopheon with certain information for the purposes of the Scheme Document and to otherwise assist with the preparation of the Scheme Document; (c) Bidco has agreed to certain provisions if the Scheme should switch to a Takeover Offer; and (d) Sopheon, Wellspring and Bidco have agreed to certain arrangements in respect of the Sopheon Share Plans.

The Co-operation Agreement will terminate, amongst other things:

- if the Acquisition is withdrawn or lapses;
- if prior to the Long Stop Date any Condition becomes incapable of satisfaction;
- at Bidco or Wellspring’s election if:
 - the Sopheon Directors withdraw, modify or qualify their recommendation of the Acquisition;
 - the Sopheon Directors recommend a competing proposal or one is effected;
 - Sopheon announces an intention not to convene the Court Meeting or the General Meeting, or not to publish the Scheme Document; or
 - a Condition is invoked by Bidco prior to the Long Stop Date;
- if the Scheme does not become Effective in accordance with its terms by the Long Stop Date; or
- otherwise as agreed in writing between Bidco, Wellspring and Sopheon.

14. Structure of the Acquisition

Scheme

It is intended that the Acquisition will be effected by a Court-sanctioned scheme of arrangement between Sopheon and the Scheme Shareholders under Part 26 of the Companies Act. The purpose of the Scheme is to provide for Bidco to become the owner of the whole of the issued and to be issued share capital of Sopheon. Under the Scheme, the Acquisition is to be achieved by the transfer of the Scheme Shares held by Scheme Shareholders to Bidco in consideration for which the Scheme Shareholders will receive cash consideration pursuant to the Scheme.

Approval by Court Meeting and General Meeting

To become Effective, the Scheme requires, amongst other things, the:

- a) approval of a majority in number of the Scheme Shareholders who vote, representing not less than 75 per cent. in value of the Scheme Shares voted, either in person or by proxy, at the Court Meeting; and

- b) approval by the requisite majority of the Resolution at the General Meeting (to be held directly after the Court Meeting) necessary in order to implement the Scheme.

Application to Court to sanction the Scheme

Once the approvals have been obtained at the Court Meeting and the General Meeting and the other Conditions have been satisfied or (where applicable) waived, the Scheme must be sanctioned by the Court at the Sanction Hearing before it can become Effective.

The Scheme will become Effective in accordance with its terms on delivery of the Court Order to the Registrar of Companies. Upon the Scheme becoming Effective, it will be binding on all Scheme Shareholders, irrespective of whether or not they attended or voted at the Court Meeting or General Meeting, or whether they voted in favour of or against the Scheme.

The Scheme will contain a provision for Bidco and Sopheon to jointly consent, on behalf of all persons concerned, to any modification of or addition to the Scheme or to any condition that the Court may approve or impose. Sopheon has been advised that the Court would be unlikely to approve any modification of, or addition to, or impose a condition to the Scheme which might be material to the interests of Scheme Shareholders unless Scheme Shareholders were informed of such modification, addition or condition. It would be a matter for the Court to decide, in its discretion, whether or not a further meeting of the Sopheon Shareholders should be held in these circumstances.

Full details of the Scheme to be set out in the Scheme Document

The Scheme Document will include full details of the Scheme, including the expected timetable and the action to be taken by Scheme Shareholders. The Scheme will be governed by English law. The Scheme will be subject to the applicable requirements of the Code, the Takeover Panel, the AIM Rules, the London Stock Exchange and the FCA.

The Scheme Document, along with the notice of the Court Meeting and the General Meeting and the Forms of Proxy will be despatched to Sopheon Shareholders within 28 days of the date of this Announcement, unless Bidco and Sopheon otherwise agree, and the Takeover Panel consents, to a later date. Subject to certain restrictions relating to persons resident in Restricted Jurisdictions, the Scheme Document will also be made available on Sopheon's website at www.sopheon.com/investors and Wellspring's website at <https://offer.wellspring.com/news>.

At this stage, subject to the satisfaction or waiver of the Conditions and certain further terms set out in Appendix I, Bidco and Sopheon expect the Acquisition to become Effective during the first quarter of 2024.

If the Scheme does not become Effective on or before the Long Stop Date (or such later date as Bidco and Sopheon may, with the consent of the Takeover Panel and, if required, the Court, agree) it will lapse and the Acquisition will not proceed (unless the Takeover Panel otherwise consents).

Right to switch to a Takeover Offer

Subject to the terms of the Co-operation Agreement, Bidco reserves the right to elect, with the consent of the Takeover Panel, to implement the Acquisition by way of a Takeover Offer for the issued and to be issued share capital of Sopheon as an alternative to the Scheme. In such an event, the Takeover Offer will be made in accordance with the terms and conditions set out in this Announcement which would apply to the Scheme (with any modifications or amendments to such terms and conditions as may be required by the Takeover Panel or which are necessary as a result of Bidco's election to implement the Acquisition by way of a Takeover Offer), in accordance with the Co-operation Agreement and subject to the amendments referred to in Part C of Appendix I to this Announcement.

15. Sopheon Share Plans

Participants in the Sopheon Share Plans will be contacted regarding the effect of the Acquisition on their rights under the Sopheon Share Plans and, where relevant, an appropriate proposal will be made to such participants pursuant to Rule 15 of the Code in due course. Further details of the impact of the Acquisition on the Sopheon Share Plans will be set out in the Scheme Document.

16. De-listing and re-registration

It is intended that the London Stock Exchange will be requested to cancel trading of Sopheon Shares on AIM on or shortly after the Effective Date. It is expected that the last day of dealings in Sopheon Shares on AIM will be the Business Day immediately prior to the Effective Date and that no transfers will be registered after 6.00 p.m. on that date. Upon the Scheme becoming Effective, share certificates in respect of the Sopheon Shares will cease to be valid and should be destroyed. In addition, entitlements to Sopheon Shares held within the CREST system will be cancelled on the Effective Date.

As soon as practicable after the Effective Date, it is intended that Sopheon will be re-registered as a private limited company under the relevant provisions of the Companies Act.

17. Disclosure of interests in Sopheon

As at the close of business on 21 December 2023, being the last Business Day prior to the date of this Announcement, save for the irrevocable undertakings referred to in paragraph 8 above, neither Bidco nor, so far as Bidco is aware, any person acting, or deemed to be acting, in concert with Bidco:

- a) had an interest in, or right to subscribe for, relevant securities of Sopheon;
- b) had any short position in (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 of, relevant securities of Sopheon;
- c) had procured an irrevocable commitment or letter of intent to accept the terms of the Acquisition in respect of relevant securities of Sopheon;
- d) had borrowed or lent any Sopheon Shares (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
- e) is a party to any dealing arrangement of the kind referred to in Note 11 on the definition of acting in concert in the Code.

18. Documents on display

Copies of this Announcement and the following documents will, by no later than 12 noon on the Business Day following the date of this Announcement, be made available on Sopheon's website at www.sopheon.com/investors and on Wellspring's website <https://offer.wellspring.com/news> until the end of the Offer Period:

- this Announcement;
- the irrevocable undertakings referred to in paragraph 8;
- the Confidentiality Agreement;
- the Co-operation Agreement;
- the documents entered into in relation to the financing of the Acquisition referred to in paragraph 12; and

- consent letters from each of Raymond James and Cavendish.

None of the contents of any website referred to in this Announcement, or the content of any other website accessible from hyperlinks on either such website, is incorporated into or forms part of, this Announcement.

19. General

The Acquisition will be subject to the Conditions, certain further terms set out in Appendix I and to the full terms and conditions which will be set out in the Scheme Document. The Scheme Document, along with the notice of the Court Meeting and the General Meeting and the Forms of Proxy will be despatched to Sopheon Shareholders within 28 days of the date of this Announcement, (or by such later date as Bidco and Sopheon may agree, with the consent of the Takeover Panel).

In deciding whether or not to vote or procure votes in favour of the Scheme at the Court Meeting and the Resolution to be proposed at the General Meeting, Sopheon Shareholders should rely on the information contained, and follow the procedures described, in the Scheme Document.

Raymond James and Cavendish have each given and not withdrawn their consent to the inclusion in this Announcement of the references to their names in the form and context in which they appear.

Appendix II contains details of sources of information and bases of calculation contained in this Announcement. Appendix III contains certain details relating to the irrevocable undertakings referred to in this Announcement. Appendix IV contains definitions of certain terms used in this Announcement.

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

The implications of the Acquisition 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.

Enquiries:

Sopheon

Andy Michuda, Executive Chairman
Greg Coticchia, Chief Executive Officer
Arif Karimjee, Chief Financial Officer

via Cavendish

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Resurgens, Wellspring and Bidco

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King & Spalding International LLP are retained as legal advisers to Resurgens, Wellspring and Bidco.

Squire Patton Boggs (UK) LLP are retained as legal adviser to Sopheon.

Important Notices

Cavendish, which is authorised and regulated in the United Kingdom by the FCA, is acting as financial adviser to Sopheon and no one else in connection with the matters described in this Announcement and will not be responsible to anyone other than Sopheon for providing the protections offered to clients of Cavendish or for providing advice in connection with any matter referred to in this Announcement. Neither Cavendish 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 Cavendish in connection with this Announcement, any statement contained herein, the Scheme or otherwise. No representation or warranty, express or implied, is made by Cavendish as to the contents of this Announcement.

Raymond James, which is authorised and regulated in the United Kingdom by the FCA, is acting as financial adviser to Resurgens, Wellspring and Bidco and no-one else in connection with the matters described in this Announcement and will not be responsible to anyone other than Resurgens, Wellspring or Bidco for providing the protections afforded to clients of Raymond James nor for providing advice in connection with the matters referred to herein. Neither Raymond James nor any of its 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 Raymond James in connection with this Announcement, any statement contained herein, the Acquisition or otherwise.

Further Information

This Announcement is for information purposes only and is not intended to and does not constitute, or form any part of, an offer to sell or subscribe for or any invitation to purchase or subscribe for any securities or the solicitation of any vote or approval in any jurisdiction pursuant to the Acquisition or otherwise. The Acquisition will be made solely through and on the terms set out in the Scheme Document (or, in the event that the Acquisition is to be implemented by means of a Takeover Offer, the offer document) and the accompanying Forms of Proxy, which will contain the full terms and conditions of the Acquisition, including details of how to vote in respect of the Acquisition. Any approval, decision or other response to the Acquisition should be made only on the basis of the information in the Scheme Document. Scheme Shareholders are strongly advised to read the formal documentation in relation to the Acquisition once it has been despatched.

The statements contained in this Announcement are made as at the date of this Announcement, unless some other time is specified in relation to them, and service of this Announcement shall not give rise to any implication that there has been no change in the facts set forth in this Announcement since such date.

Overseas Shareholders

This Announcement has been prepared for the purpose of complying with English law, the AIM Rules and the Code and the information disclosed may not be the same as that which would have been disclosed if this Announcement had been prepared in accordance with the laws of jurisdictions outside the United Kingdom.

The laws of the relevant jurisdictions may affect the availability of the Acquisition to persons who are not resident in the United Kingdom. Persons who are not resident in the United Kingdom, or who are subject to laws of any jurisdiction other than the United Kingdom, should inform themselves about, and observe any applicable requirements. Any person (including, without limitation, nominees, trustees and custodians) who would, or otherwise intends to, forward this Announcement, the Scheme Document or any accompanying document to any jurisdiction outside the United Kingdom should refrain from doing so and seek appropriate professional advice before taking any action. In particular, the ability of persons who are not resident in the United Kingdom to vote their Sopheon Shares at the Court Meeting or the General Meeting, or to execute and deliver Forms of Proxy appointing another to vote their Sopheon Shares in

respect of the Court Meeting or the General Meeting on their behalf, may be affected by the laws of the relevant jurisdiction in which they are located.

Any failure to comply with the applicable legal or regulatory requirements may constitute a violation of the laws and/or regulations of any such jurisdiction. To the fullest extent permitted by applicable law, the companies and persons involved in the Acquisition disclaim any responsibility and liability for the violation of such restrictions by any person.

The Acquisition will not be made, directly or indirectly, in or into or by use of the mails or any other means or instrumentality (including, without limitation, telephonic or electronic) of interstate or foreign commerce of, or any facility of a national, state or other securities exchange of, a Restricted Jurisdiction, and the Acquisition will not be capable of acceptance by any such use, means, instrumentality or facility or from within a Restricted Jurisdiction. Accordingly, copies of this Announcement and formal documentation relating to the Acquisition are not being, and must not be, directly or indirectly, mailed or otherwise forwarded or distributed in, into or from a Restricted Jurisdiction and persons receiving this Announcement (including custodians, nominees and trustees) must not distribute or send it into or from a Restricted Jurisdiction. In the event that the Acquisition is implemented by way of a Takeover Offer and extended into the US, Bidco will do so in satisfaction of the procedural and filing requirements of US securities laws at that time, to the extent applicable thereto. The Acquisition relates to the shares of a company incorporated in England and it is proposed to be made by means of a scheme of arrangement provided for under English law. The Scheme will relate to the shares of a UK company that is a "foreign private issuer" as defined under Rule 3b-4 under the US Exchange Act. A transaction effected by means of a scheme of arrangement is not subject to any shareholder vote, proxy solicitation and tender offer rules under the US Exchange Act. Accordingly, the Scheme is subject to the disclosure requirements and practices applicable in the UK to schemes of arrangement, which differ from the disclosure requirements and practices of US shareholder vote, proxy solicitation or tender offer rules. Financial information included in the relevant documentation will have been prepared in accordance with accounting standards applicable in the UK and may not be comparable to the financial information of, or the accounting standards applicable to, US companies. However, if Bidco were to elect to implement the Acquisition by means of a Takeover Offer, such Takeover Offer shall be made in compliance with all applicable laws and regulations, including section 14(e) of the US Exchange Act and Regulation 14E thereunder, if applicable. Such Takeover Offer would be made in the US by Bidco and no one else. In addition to any such Takeover Offer, Bidco, certain affiliated companies and the nominees or brokers (acting as agents) may make certain purchases of, or arrangements to purchase, shares in Sopheon outside such Takeover Offer during the period in which such Takeover Offer would remain open for acceptance. If such purchases or arrangements to purchase are made they would be made outside the United States in compliance with applicable law, including the US Exchange Act. It may be difficult for a US-based investor to enforce his or her rights and any claim he or she may have arising under US securities laws, since the Scheme relates to the shares of a company located in the UK, and some or all of its officers and directors may be residents of non-US jurisdictions. A US-based investor may not be able to sue a company located in the UK, or its officers or directors, in a foreign court for alleged violations of US securities laws, and it may be difficult to compel a foreign company and its affiliates to subject themselves to a US court's judgment.

Forward-looking statements

This Announcement, oral statements made regarding the Acquisition, and other information published by Sopheon, Bidco, Wellspring and Resurgens may contain certain "forward-looking statements" with respect to Sopheon, Bidco, Wellspring and Resurgens. These forward-looking statements can be identified by the fact that they do not relate only to historical or current facts. Forward-looking statements often use words such as "anticipate", "target", "expect", "estimate", "intend", "plan", "goal", "believe", "will", "may", "should", "would", "could" or other words or terms of similar meaning or the negative thereof. Forward-looking statements include statements relating to, for example, the following: (i) future capital expenditures, expenses, revenues, earnings, synergies, economic performance, indebtedness, financial condition, dividend policy, losses and future prospects; (ii) business and management strategies of Resurgens, Wellspring and/or Bidco and the expansion and growth of Sopheon and potential synergies resulting from the Acquisition; and (iii) the effects of government regulation on the business of Sopheon.

These forward-looking statements involve known and unknown risks, uncertainties and other factors which may cause actual results, performance or developments to differ materially from those expressed in or implied by such forward-looking statements. These forward-looking statements are based on numerous assumptions regarding present and future strategies and environments. None of Resurgens, Wellspring, Bidco or Sopheon, nor any of their respective associates, directors, officers, employees 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 undue reliance on such forward-looking statements, which speak only as of the date hereof. All subsequent oral or written forward-looking statements attributable to Resurgens, Wellspring, Bidco or Sopheon or any person acting on their behalf are expressly qualified in their entirety by the cautionary statement above. Should one or more of these risks or uncertainties materialise, or should underlying assumptions prove incorrect, actual results may vary materially from those described in this Announcement. None of Resurgens, Wellspring, Bidco or Sopheon assume any obligation to update publicly or revise forward-looking or other statements contained in this Announcement, whether as a result of new information, future events or otherwise, except to the extent legally required.

No profit forecasts or estimates

No statement in this Announcement is intended as a profit forecast or estimate for Resurgens, Wellspring, Bidco or Sopheon in respect of any period and no statement in this Announcement should be interpreted to mean that earnings or earnings per Sopheon Share for the current or future financial years would necessarily match or exceed the historical published earnings or earnings per Sopheon Share.

Right to switch to a Takeover Offer

Subject to the terms of the Co-operation Agreement, Bidco reserves the right to elect, with the consent of the Takeover Panel, to implement the Acquisition by way of a Takeover Offer for the entire issued and to be issued share capital of Sopheon as an alternative to the Scheme. In such an event, the Takeover Offer will be made in accordance with the terms and conditions set out in this Announcement which would apply to the Scheme (with any modifications or amendments to such terms and conditions as may be required by the Takeover Panel or which are necessary as a result of Bidco's election to implement the Acquisition by way of a Takeover Offer), in accordance with the Co-operation Agreement and subject to the amendments referred to in Part C of Appendix I to this Announcement.

Publication on website

In accordance with Rule 26.1 of the Code, a copy of this Announcement will be made available (subject to certain restrictions relating to persons resident in Restricted Jurisdictions), free of charge, on Sopheon's website at www.sopheon.com/investors and on Bidco's website at <https://offer.wellspring.com/news> by no later than 12:00 noon on the Business Day following this Announcement. Neither the contents of this website nor the content of any other website accessible from hyperlinks on such websites is incorporated into, or forms part of, this Announcement.

Requesting hard copies

In accordance with Rule 30.3 of the Code, a person so entitled may request a hard copy of this Announcement, free of charge, by contacting Sopheon's registrar, Link Group on 0371 664 0321. Calls are charged at the standard geographic rate and will vary by provider. Calls outside the United Kingdom will be charged at the applicable international rate. The helpline is open between 9:00 a.m. to 5:30 p.m., Monday to Friday excluding public holidays in England and Wales. Please note that Link Group cannot provide any financial, legal or tax advice and calls may be recorded and monitored for security and training purposes.

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. In accordance with Rule 30.3 of the

Code, a person so entitled may also request that all future documents, announcements and information to be sent to them in relation to the Acquisition should be in hard copy form.

Electronic communications – information for Sopheon Shareholders

Please be aware that addresses, electronic addresses and certain information provided by Sopheon Shareholders, persons with information rights and other relevant persons for the receipt of communications from Sopheon may be provided to Bidco during the Offer Period as required under section 4 of Appendix 4 of the Code to comply with Rule 2.11(c) of the 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 the figures that precede them.

Disclosure requirements of the Code

Under Rule 8.3(a) of the Code, any person who is interested in 1% 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 p.m. (London time) on the 10th business day following the commencement of the offer period and, if appropriate, by no later than 3:30 p.m. (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 Code, any person who is, or becomes, interested in 1% 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 p.m. (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 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.

Announcement not a prospectus

This Announcement does not constitute a prospectus or prospectus equivalent document.

Private purchases

Sopheon Shareholders should be aware that Bidco may purchase Sopheon Shares otherwise than under the Scheme or any Takeover Offer, including pursuant to privately negotiated purchases.

Independent advice

If you are in any 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 or independent financial adviser duly authorised under FSMA if you are resident in the United Kingdom or, if not, from another appropriately authorised independent financial adviser.

Rule 2.9 of the Code

For the purposes of Rule 2.9 of the Code, Sopheon confirms that, as at the date of this Announcement, it had in issue 10,693,079 ordinary shares of 20 pence each. No shares are held in treasury. The ISIN for the ordinary shares is GB00BSZM1369.

APPENDIX I

CONDITIONS OF THE ACQUISITION AND CERTAIN FURTHER TERMS

Part A: Conditions of the Scheme and the Acquisition

1. The Acquisition is conditional upon the Scheme becoming unconditional and effective, subject to the Code, by not later than 11:59 p.m. on the Long Stop Date.
2. The Scheme shall be subject to the following conditions:
 - a. (i) its approval by a majority in number of Scheme Shareholders who are on the register of members of Sopheon at the Voting Record Time and who are present and vote, whether in person or by proxy, at the Court Meeting (and at any separate class meeting which may be required by the Court) and who represent 75 per cent. in value of the Sopheon Shares voted by those Sopheon Shareholders, and (ii) such Court Meeting (and any separate class meeting which may be required) being held on or before the 22nd day after the expected date of the Court Meeting to be set out in the Scheme Document (or such later date, if any, as Bidco and Sopheon may agree and the Court may allow);
 - b. (i) the passing of the Resolution necessary in order to implement the Scheme by the requisite majority at the General Meeting (or any adjournment thereof), and (ii) such General Meeting being held on or before the 22nd day after the expected date of the General Meeting to be set out in the Scheme Document (or such later date, if any, as Bidco and Sopheon may agree and the Court may allow);
 - c. (i) the sanction of the Scheme by the Court (with or without modification but subject to any modification being on terms acceptable to Bidco and Sopheon), and (ii) the Sanction Hearing being held on or before the 22nd day after the expected date of the Sanction Hearing to be set out in the Scheme Document (or such later date, if any, as Bidco and Sopheon may agree and the Court may allow); and
 - d. delivery of a copy of the Court Order to the Registrar of Companies.
3. In addition, subject as stated in Part B below and to the requirements of the Takeover Panel, the Acquisition shall be conditional upon the following Conditions and, accordingly, the Court Order shall not be delivered to the Registrar of Companies unless such Conditions (as amended, if appropriate) have been satisfied (and continue to be satisfied pending the commencement of the Sanction Hearing) or, where relevant, waived in writing prior to the Scheme being sanctioned by the Court:

NSIA Condition

- a. a notification having been made and accepted under the UK National Security and Investment Act 2021 (the “NSIA”) and one of the following having occurred:
 - i. the Secretary of State confirming before the end of the review period that no further action will be taken in relation to the Acquisition;
 - ii. if the Secretary of State issues a call-in notice in relation to the Acquisition, the parties receiving a final notification pursuant to section 26(1)(b) of the NSIA containing confirmation that the Secretary of State will take no further action in relation to the call-in notice and the Acquisition under the NSIA; or

- iii. the Secretary of State making a final order pursuant to Section 26(1)(a) of the NSIA allowing the Acquisition to proceed unconditionally or on terms satisfactory to Bidco.

Third Party Regulatory action

- b. no Third Party having decided, threatened or 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 (in any case to an extent or in a manner which is material in the context of the Acquisition, the Wider Target Group or the Wider Bidco Group, as the case may be, in each case, taken as a whole):
 - i. require, prevent or materially 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 Target Group of all or any material part of their respective businesses, assets, property or any shares or other securities (or the equivalent) in any member of the Wider Target Group or any member of the Wider Bidco Group or impose any material limitation on the ability of all or any of them to conduct their respective businesses (or any part thereof) or to own, control or manage any of their respective assets or properties (or any part thereof);
 - ii. except pursuant to Chapter 3 of Part 28 of the Companies Act, in the event that Bidco elects to implement the Acquisition by way of a Takeover Offer, require any member of the Wider Bidco Group or the Wider Target Group to acquire or offer to acquire any shares, other securities (or the equivalent) or interest in any member of the Wider Target Group or any asset owned by any Third Party (other than in connection with the implementation of the Acquisition);
 - iii. impose any material limitation on, or result in a material delay in, the ability of any member of the Wider Bidco Group, directly or indirectly, to acquire, hold or exercise effectively all or any rights of ownership in respect of shares or loans or securities convertible into shares or other securities (or the equivalent) in Sopheon or on the ability of any member of the Wider Target Group or any member of the Wider Bidco Group, directly or indirectly, to hold or exercise effectively all or any rights of ownership in respect of shares or loans or any other securities (or the equivalent) in, or to exercise voting or management control over, any other member of the Wider Target Group;
 - iv. except as Disclosed, result in any member of the Wider Target Group or any member of the Wider Bidco Group ceasing to be able to carry on business under any names under which it currently carries on business;
 - v. make the Acquisition, its implementation or the acquisition or proposed acquisition of any shares or other securities in, or control or management of, Sopheon by any member of the Wider Bidco Group void, unenforceable and/or illegal under the laws of any relevant jurisdiction, or otherwise, directly or indirectly, prevent or prohibit, restrict, restrain or delay or otherwise interfere with the implementation of, or impose additional conditions or obligations with respect to, or otherwise challenge, impede, interfere or require material amendment to the terms of the Acquisition or the acquisition or proposed acquisition of any shares or other securities in, or control or management of Sopheon by any member of the Wider Bidco Group;
 - vi. impose any material limitation on, or result in material delay in, the ability of any member of the Wider Bidco Group or any member of the Wider Target Group to

conduct, integrate or co-ordinate all or any part of its business with all or any part of the business of any other member of the Wider Bidco Group and/or the Wider Target Group; or

- vii. otherwise materially adversely affect all or any of the business, value, assets, liabilities, profits, operational performance, financial or trading position or prospects of any member of the Wider Target Group or any member of the Wider Bidco Group,

and all applicable waiting and other time periods (including any extensions thereof) during which any such 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 Acquisition having expired, lapsed or been terminated;

Other regulatory approvals

- c. each Governmental Entity, which regulates or licences any member of the Sopheon Group or any other body corporate in which any member of the Sopheon Group has an interest in shares, and whose prior approval, consent or non-objection to any change in control, or acquisition of (or increase in) control in respect of that or any other member of the Sopheon Group is required, or any Governmental Entity, whose prior approval, consent or non-objection of the Acquisition is otherwise required, or from whom one or more material licences or permissions are required in order to complete the Acquisition, having given its approval, non-objection or legitimate deemed consent or consent in writing thereto and, as the case may be, having granted such licences and permissions (in each case where required and on terms reasonably satisfactory to Bidco), and in each case the impact of which would materially adversely affect the Wider Target Group or the Wider Bidco Group, taken as a whole;

Notifications, waiting periods and authorisations

- d. all material notifications, filings or applications which are necessary or considered appropriate or desirable by Bidco 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 Scheme and the Acquisition and all Authorisations deemed reasonably necessary or appropriate by Bidco in any jurisdiction for or in respect of the Acquisition and, except pursuant to section 160 of the Companies Act and Chapter 3 of Part 28 of the Companies Act, or control or management of, Sopheon or any other member of the Wider Target Group 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 Target Group or the Wider Bidco Group has entered into contractual arrangements and all such Authorisations necessary, appropriate or desirable to carry on the business of any member of the Wider Target Group in any jurisdiction having been obtained and all such Authorisations remaining in full force and effect at the time at which the Acquisition becomes otherwise wholly unconditional and there being no notice or intimation of an intention to revoke, suspend, restrict, modify or not to renew such Authorisations;

Sopheon Shareholder resolution

- e. except with the consent or the agreement of Bidco, no action having been taken or proposed by any member of the Sopheon Group, or having been approved by a resolution of Sopheon

Shareholders, or consented to by the Takeover Panel, which falls within or under Rule 21.1 of the Code;

Certain matters arising as a result of any arrangement, agreement, etc.

- f. except as Disclosed, there being no provision of any arrangement, agreement, lease, licence, franchise, permit or other instrument to which any member of the Wider Target Group is a party or by or to which any such member or any of its assets is or may be bound, entitled or subject, or any event or circumstance which, as a consequence of the Acquisition or because of a change in the control of any member of the Wider Target Group as a result of the Acquisition, would or might reasonably be expected to result in (in each case to an extent or in a manner which is material in the context of the Wider Target Group taken as a whole):
- i. any monies borrowed by, or any other indebtedness or liabilities, actual or contingent, of, or any grant available to, any such member 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 creation, save in the ordinary and usual course of business, or enforcement of any mortgage, charge or other security interest over the whole or any part of the business, property or assets of such member or any such mortgage, charge or other security interest (whenever created, arising or having arisen) becoming enforceable;
 - iii. any such arrangement, agreement, lease, licence, franchise, permit or other instrument or the rights, liabilities, obligations or interests of any such member in or with any other person (or any arrangement or arrangements relating to any such interests or business) being adversely modified or adversely affected or any onerous obligation or liability arising or any adverse action being terminated, taken or arising thereunder;
 - iv. any liability of any such member to make any severance, termination, bonus or other payment to any of its directors or other officers;
 - v. the rights, liabilities, obligations, interests or business of any such member under any such arrangement, agreement, licence, permit, lease or instrument or the interests or business of any such member or any member of the Wider Target Group in or with any other person or body or firm or company (or any arrangement relating to any such interests or business) being terminated, or adversely modified or affected or any onerous obligation or liability arising or any adverse action being taken thereunder;
 - vi. any such member ceasing to be able to carry on business under any name under which it presently carries on business;
 - vii. any material assets or material interests of, or any material asset the use of which is enjoyed by, any such member 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 such member otherwise than in the ordinary course of business;
 - viii. the financial or trading position or prospects of, any such member being prejudiced or adversely affected; or

- ix. the creation or acceleration of any material liability (actual or contingent) by any such member other than trade creditors or other liabilities incurred in the ordinary course of business,

and no event having occurred which, under any provision of any arrangement, agreement, licence, permit, franchise, lease or other instrument to which any member of the Wider Target Group is a party or by or to which any such member or any of its assets are bound, entitled or subject, would or might result in any of the events or circumstances as are referred to in Conditions 3(f)(i) to (ix) above, in each case which is or would be material in the context of the Wider Target Group taken as a whole;

Certain events occurring since 31 December 2022

- g. except as Disclosed, no member of the Wider Target Group having since 31 December 2022:
 - i. 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, securities or convertible securities or transferred or sold or agreed to transfer or sell or authorised or proposed the transfer or sale of Sopheon Shares out of treasury (except, where relevant, as between Sopheon and wholly-owned subsidiaries of Sopheon or between the wholly-owned subsidiaries of Sopheon and except for the issue or transfer of Sopheon Shares out of treasury or otherwise on the vesting of awards or exercise of options, in the ordinary course under the Sopheon Share Plans);
 - ii. recommended, declared, paid or made or proposed to recommend, declare, pay or make any bonus, dividend or other distribution (whether payable in cash or otherwise) other than dividends (or other distributions whether payable in cash or otherwise) lawfully paid or made by any wholly-owned subsidiary of Sopheon to Sopheon or any of its wholly-owned subsidiaries;
 - iii. other than pursuant to the Acquisition (and except for transactions between Sopheon and its wholly-owned subsidiaries or between the wholly-owned subsidiaries of Sopheon and transactions in the ordinary course of business) implemented, effected, authorised or proposed or announced its intention to implement, effect, authorise or propose any merger, demerger, reconstruction, amalgamation, scheme, commitment or acquisition or disposal of assets or shares or loan capital (or the equivalent thereof) in any undertaking or undertakings in any such case to an extent which is material in the context of the Wider Target Group taken as a whole or in the context of the Acquisition;
 - iv. except for transactions between Sopheon and its wholly-owned subsidiaries or between the wholly-owned subsidiaries of Sopheon and transactions in the ordinary course of business, disposed of, or transferred, mortgaged or created any security interest over any material asset or any right, title or interest in any material asset or authorised, proposed or announced any intention to do so;
 - v. except for transactions between Sopheon and its wholly-owned subsidiaries or between the wholly-owned subsidiaries of Sopheon 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 become subject to any contingent liability or incurred or increased any indebtedness which in any such case is material in the context of the Wider Target Group taken as a whole or in the context of the Acquisition;

- vi. entered into or varied or authorised, proposed or announced its intention to enter into or vary any material contract, arrangement, agreement, transaction or commitment (whether in respect of capital expenditure or otherwise) which is of a long term, unusual or onerous nature or magnitude or which is or which involves or could involve an obligation of an onerous nature or magnitude, otherwise than in the ordinary course of business and in each case to an extent which is material in the context of the Wider Target Group taken as a whole;
- vii. entered into, materially varied, authorised or proposed entry into or variation of, or announced its intention to enter into or materially 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, service agreement, commitment or arrangement with any director or senior executive of any member of the Wider Target Group, otherwise than in the ordinary course of business in each case to an extent which is material in the context of the Wider Target Group taken as a whole;
- viii. establish any share option scheme, incentive scheme or other benefit in respect of the Wider Target Group;
- ix. purchased, redeemed or repaid or announced any proposal to purchase, redeem or repay any of its own shares or other securities or reduced or made any other change to any part of its share capital (except, in each case, where relevant, as between Sopheon and wholly-owned subsidiaries of Sopheon or between the wholly-owned subsidiaries of Sopheon);
- x. waived, compromised or settled any claim other than in the ordinary course of business and which is material in the context of the Wider Target Group as a whole;
- xi. terminated or varied the terms of any agreement or arrangement between any member of the Wider Target Group and any other person in a manner which would or might have a material adverse effect on the financial position of the Wider Target Group taken as a whole;
- xii. save as required in connection with the Acquisition, made any material alteration to its memorandum, articles of association or other incorporation documents or any material alteration to the memorandum, articles of association or other incorporation documents of any other member of the Wider Target Group which is material in the context of the Scheme or the Acquisition;
- xiii. establish any pension scheme(s) in respect of the Wider Target Group;
- xiv. 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 which is material in the context of the Wider Target Group taken as a whole;
- xv. (other than in respect of a member of the Wider Target 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 a receiver, administrator, manager, administrative receiver, trustee or similar officer of all or any material part of its assets or revenues or any analogous or equivalent steps or

proceedings in any jurisdiction or appointed any analogous person in any jurisdiction or had any such person appointed;

- xvi. (except for transactions between Sopheon and its wholly-owned subsidiaries or between the wholly-owned subsidiaries) made, authorised, proposed or announced an intention to propose any change in its loan capital;
- xvii. entered into, implemented or authorised the entry into, any joint venture, asset or profit-sharing arrangement, partnership or merger of business or corporate entities, which in any such case is material in the context of the Wider Target Group as a whole or in the context of the Acquisition; or
- xviii. otherwise than in the ordinary course of business, entered into any agreement, arrangement, commitment or contract 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 3(g) and which is material in the context of the Wider Target Group taken as a whole;

No adverse change, litigation, regulatory enquiry or similar

- h. except as Disclosed, since 31 December 2022 there having been:
 - i. no adverse change and no circumstance having arisen which would reasonably be expected to result in any adverse change in, the business, value, assets, liabilities, shareholders' equity, financial or trading position or profits, operational performance or prospects of any member of the Wider Target Group which is material in the context of the Wider Target Group taken as a whole or in the context of the Acquisition;
 - ii. no litigation, arbitration proceedings, prosecution or other legal proceedings to which any member of the Wider Target Group is or may become a party (whether as a claimant, defendant or otherwise) having been threatened, announced, implemented or instituted by or against or remaining outstanding against or in respect of, any member of the Wider Target Group, in each case which would reasonably be expected to have a material adverse effect on the Wider Target Group taken as a whole or in the context of the Acquisition;
 - iii. no enquiry, review or investigation by, or complaint or reference to, any Third Party against or in respect of any member of the Wider Target Group (or any person in respect of which any such member has or may have responsibility or liability) having been threatened, announced, implemented or instituted or remaining outstanding by, against or in respect of any member of the Wider Target Group, in each case, which would reasonably be expected to have a material adverse effect on the Wider Target Group taken as a whole or in the context of the Acquisition;
 - iv. no contingent or other liability having arisen or become apparent to Bidco or increased other than in the ordinary course of business which is reasonably likely to affect adversely the business, assets, financial or trading position, profits or operational performance of any member of the Wider Target Group to an extent which is material in the context of the Wider Target Group taken as a whole or in the context of the Acquisition;
 - v. no steps having been taken and no omissions having been made which are likely to result in the withdrawal, cancellation, termination or modification of any licence held by any member of the Wider Target Group which is necessary for the proper carrying

on of its business and the withdrawal, cancellation, termination or modification of which would reasonably be expected to have a material adverse effect on the Wider Target Group taken as a whole or in the context of the Acquisition; and

- vi. no member of the Wider Target Group having conducted its business in material breach of any applicable laws and regulations which in any case is material in the context of the Wider Target Group taken as a whole or in the context of the Acquisition;

No discovery of certain matters regarding information and liabilities, corruption, intellectual property and environmental liabilities

- i. except as Disclosed, Bidco not having discovered that:
 - i. any financial, business or other information concerning the Wider Target Group announced publicly and delivered by or on behalf of Sopheon through a RIS prior to the date of this Announcement is misleading, contains a material misrepresentation of any fact, or omits to state a fact necessary to make that information not misleading, in any such case which is material in the context of the Wider Target Group taken as a whole or in the context of the Acquisition;
 - ii. any member of the Wider Target Group or any partnership, company or other entity in which any member of the Wider Target Group has a significant economic interest and which is not a subsidiary undertaking of Sopheon, otherwise than in the ordinary course of business, is subject to any liability, contingent or otherwise, and which is material in the context of the Wider Target Group taken as a whole or in the context of the Acquisition;
 - iii. any past or present member, director, officer or employee of the Wider Target Group, or any other person for whom any such person may be liable or responsible, has not complied with the OECD Convention on Combating Bribery of Foreign Public Officials in International Business Transactions and any laws implementing the same, the UK Bribery Act 2010 and/or the US Foreign Corrupt Practices Act of 1977;
 - iv. any member of the Wider Target Group is ineligible to be awarded any contract or business under section 23 of the Public Contracts Regulations 2006 or section 26 of the Utilities Contracts Regulations 2006 (each as amended);
 - v. any director, officer or employee of the Wider Target Group, or any other person for whom any such person may be liable or responsible, has engaged in any business with or made any investment in, or made any payments to: (A) any government, entity or individual with which US or EU persons are prohibited from engaging in activities or doing business by US or EU laws or regulations, including the economic sanctions administered by the United States Office of Foreign Assets Control or HM Treasury & Customs, or (B) any government, entity or individual targeted by any of the economic sanctions of the United Nations or the European Union or any of their respective member states;
 - vi. any asset of any member of the Wider Target Group constitutes criminal property as defined by section 340(3) of the Proceeds of Crime Act 2002 (but disregarding paragraph (b) of that definition);
 - vii. no circumstance having arisen or event having occurred in relation to any intellectual property owned, used or licensed by the Wider Target Group or to any third parties, including: (A) any member of the Wider Target Group losing its title to any intellectual property or any intellectual property owned by the Wider Target Group being revoked,

cancelled or declared invalid, (B) any agreement regarding the use of any intellectual property licensed to or by any member of the Wider Target Group being terminated or varied, or (C) any claim being filed suggesting that any member of the Wider Target Group infringed the intellectual property rights of a third party or any member of the Wider Target Group being found to have infringed the intellectual property rights of a third party, in each case which is material in the context of the Wider Target Group taken as a whole or in the context of the Acquisition; or

- viii. in relation to any release, emission, accumulation, discharge, disposal or other similar circumstance which has impaired or is likely to impair the environment (including property) or harmed or is likely to harm the health of humans, animals or other living organisms or eco-systems, any past or present member of the Wider Target Group, in a manner or to an extent which is material in the context of the Wider Target Group, (i) has committed any violation of any applicable laws, statutes, regulations, Authorisations, notices or other requirements of any Third Party giving rise to a material liability; and/or (ii) has incurred any material liability (whether actual or contingent) to any Third Party; and/or (iii) is likely to incur any material liability (whether actual or contingent), or is required, to make good, remediate, repair, re-instate or clean up the environment (including any property) in each case of (i), (ii) or (iii) which such liability or requirement would be material to the Wider Target Group taken as a whole.

Part B: Waiver and invocation of the Conditions

1. Subject to the requirements of the Takeover Panel, Bidco reserves the right in its sole discretion to waive all or any of the Conditions set out in Part A of this Appendix I except Conditions 2(a)(i), 2(b)(i), 2(c)(i) and 2(d) which cannot be waived. The deadlines in any of Conditions 1, 2(a)(ii), 2(b)(ii) and 2(c)(ii) may be extended to such later date as maybe agreed in writing by Bidco and Sopheon (with the consent of the Takeover Panel and/or approval of the Court, if such consent and/or approval is required). If any of the Conditions set out at 1, 2(a)(ii), 2(b)(ii) and 2(c)(ii) is not satisfied by the deadline specified in the relevant Condition, Bidco shall make an announcement by 8.00 a.m. on the Business Day following such deadline confirming whether it has invoked the relevant Condition, waived the relevant deadline or agreed with Sopheon to extend the relevant deadline.
2. Subject to paragraph 3(g) of Appendix 7 to the Code, Bidco shall be under no obligation to waive (if capable of waiver), to determine to be or remain satisfied or treat as fulfilled any of Conditions 3(a) to 3(i) of Part A of this Appendix I by a date earlier than the Long Stop Date, 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 Condition may not be capable of fulfilment.
3. Subject to paragraph 4 below, under Rule 13.5(a) of the Code, Bidco may only invoke a Condition so as to cause the Acquisition not to proceed, to lapse or to be withdrawn with the consent of the Takeover Panel. The Takeover Panel will normally only give its consent if 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.
4. Conditions 1 and 2 of Part A of this Appendix I (and any Takeover Offer acceptance condition adopted on the basis specified in Part C of this Appendix I) will not be subject to Rule 13.5(a) of the Code.
5. Any Condition that is subject to Rule 13.5(a) of the Code may be waived by Bidco.

6. The Scheme will not become effective unless the Conditions have been fulfilled or (to the extent capable of waiver) waived or, where appropriate, have been determined by Bidco to be or remain satisfied by no later than the Long Stop Date.
7. If the Takeover Panel requires Bidco to make an offer or offers for any Sopheon Shares under the provisions of Rule 9 of the Code, Bidco may make such alterations to the Conditions as are necessary to comply with the provisions of that Rule.
8. Each of the Conditions shall be regarded as a separate Condition and shall not be limited by reference to any other Condition.

Part C: Implementation by way of a Takeover Offer

Bidco reserves the right to elect (with the consent of the Takeover Panel and subject to the terms of the Co-operation Agreement) to implement the Acquisition by making, directly or indirectly through a subsidiary or nominee of Bidco, a Takeover Offer as an alternative to the Scheme. In such event, the Takeover Offer will be implemented on the same terms or, unless Bidco otherwise determines and subject to the consent of the Takeover Panel, on such other terms being no less favourable, subject to appropriate amendments, as far as applicable, as those which would apply to the Scheme. The acceptance condition would be set at 90 per cent. of the shares to which such Takeover Offer relates (or such lesser percentage, being more than 50 per cent., as Bidco may decide with the consent of the Takeover Panel where applicable). Further, if sufficient acceptances to the Takeover Offer are received and/or sufficient Sopheon Shares are otherwise acquired, it is the intention of Bidco to apply the provisions of the Companies Act to compulsorily acquire any outstanding Sopheon Shares to which such Takeover Offer relates.

Part D: Certain further terms of the Acquisition

1. The Sopheon Shares shall be acquired by Bidco with full title guarantee, fully paid and free from all liens, equitable interests, charges, encumbrances, rights of pre-emption and any other third party rights and interests whatsoever and together with all rights existing at the date of this Announcement or thereafter attaching thereto, including (without limitation) the right to receive and retain, in full, all dividends and other distributions (if any) declared, made or paid or any other return of capital (whether by way of reduction of share capital or share premium account or otherwise) made on or after the Effective Date in respect of the Sopheon Shares.
2. If, on or after the date of this Announcement and prior to or on the Effective Date, any dividend, distribution or other return of value is declared, paid or made or becomes payable by Sopheon and with a record date on or prior to the Effective Date, Bidco reserves the right (without prejudice to any right of Bidco, with the consent of the Takeover Panel, to invoke Condition 3(g)(ii) of Part A of this Appendix I) to reduce the consideration payable under the Acquisition to reflect the aggregate amount of such dividend, distribution or other return of value or excess. If and to the extent that any such dividend, distribution or other return of value is paid or made on or prior to the Effective Date and Bidco exercises its rights under this paragraph 2 to reduce the consideration payable under the Acquisition, any reference in this Announcement to the consideration payable under the terms of the Acquisition shall be deemed to be a reference to the consideration as so reduced. Any exercise by Bidco of its rights referred to in this paragraph 2 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.
3. The availability of the Acquisition to persons not resident in the United Kingdom may be affected by the laws of relevant jurisdictions. Therefore any persons who are subject to the laws of any jurisdiction other than the United Kingdom and any Sopheon Shareholders who are not resident in the United Kingdom will need to inform themselves about and observe any applicable requirements.

4. Unless otherwise determined by Bidco or required by the Code and permitted by applicable law and regulations, the Acquisition is not being, and will not be, made, directly or indirectly, in, into or by the use of the mails of, or by any other means or instrumentality (including, but not limited to, facsimile, email 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 will not be capable of acceptance by any such use, means, instrumentality or facility or from within any Restricted Jurisdiction.
5. The Acquisition will be subject, amongst other things, to the Conditions and certain further terms which are set out in this Appendix I and those terms which will be set out in the Scheme Document and such further terms as may be required to comply with the AIM Rules and the provisions of the Code.
6. This Announcement and any rights or liabilities arising hereunder, the Acquisition, the Scheme and the Forms of Proxy will be governed by English law and will be subject to the jurisdiction of the English courts. The Acquisition shall be subject to the applicable requirements of the Code, the Takeover Panel, the London Stock Exchange and the FCA.

APPENDIX II

SOURCES OF INFORMATION AND BASES OF CALCULATION

In this Announcement, unless otherwise stated or the context otherwise requires, the following sources and bases have been used:

- a. The value attributed to the fully diluted share capital of Sopheon of £115 million is based on a value of £10.00 per Sopheon Share and:
 - i. 10,693,079 Sopheon Shares in issue on 21 December 2023 (being the last Business Day prior to the date of this Announcement); and
 - ii. 808,571 Sopheon Shares which as at 21 December 2023 (being the last Business Day prior to the date of this Announcement) may be issued on or after the date of this Announcement on the exercise of options or vesting of awards under the Sopheon Share Plans.
- b. Unless stated otherwise, financial information relating to Sopheon has been extracted from the audited consolidated financial statements of Sopheon for the financial year ended 31 December 2022 and half-year financial information has been extracted from Sopheon's interim results for the six-month period ended 30 June 2023.
- c. Unless otherwise stated, all prices for Sopheon Shares are the Closing Price for the relevant date.
- d. The Closing Prices of Sopheon Shares are taken from the AIM appendix to the Daily Official List.
- e. The three month and six-month Volume Weighted Average Price are derived from Bloomberg data and have been rounded to the nearest one penny.
- f. Certain figures included in this Announcement have been subject to rounding adjustments.

APPENDIX III

DETAILS OF IRREVOCABLE UNDERTAKINGS

Directors' Irrevocable Undertakings

The following Sopheon Directors have given irrevocable undertakings to vote or procure votes in favour of the Scheme at the Court Meeting and the Resolution to be proposed at the General Meeting (or, subject to the terms of the Co-operation Agreement and with the consent of the Takeover Panel, if Bidco exercises its right to implement the Acquisition by way of a Takeover Offer, to accept such offer) in respect of their own (and their connected persons') beneficial holdings of a total of 2,340,668 Sopheon Shares (held in a personal capacity or through a nominee) representing, in aggregate, approximately 21.89 per cent. of Sopheon Shares in issue on 21 December 2023 (being the last Business Day prior to this Announcement), comprised as follows:

Name of Sopheon Director	Total number of Sopheon Shares	Percentage of existing issued share capital
Andy Michuda	67,620	0.63%
Greg Coticchia	8,600	0.08%
Arif Karimjee	73,500	0.69%
Barry Mence	1,899,458	17.76%
Stuart Silcock	282,990	2.65%
Daniel Metzger	5,000	0.05%
Barnaby Kent	3,500	0.03%
TOTAL	2,340,668	21.89%

The irrevocable undertakings remain binding in the event a higher competing offer is made for Sopheon and will only cease to be binding if:

- the Scheme Document is not published within 28 days of this Announcement, or in circumstances where Bidco elects to implement the Acquisition by way of a Takeover Offer, an offer document is not published within 28 days of the date on which the switch to a Takeover Offer is announced;
- the Scheme or Takeover Offer in respect of the Acquisition is withdrawn or lapses;
- a competing offer for the entire issued and to be issued share capital of Sopheon becomes or is declared unconditional (if implemented by way of a takeover offer), or becomes effective (if proceeding by way of a scheme of arrangement); or
- the Scheme (or the Takeover Offer) in connection with the Acquisition does not become effective by the Long Stop Date.

Shareholder Irrevocable Undertakings

The following Sopheon Shareholders have given irrevocable undertakings to vote or procure votes in favour of the Scheme at the Court Meeting and the Resolution to be proposed at the General Meeting (or, subject to the terms of the Co-operation Agreement and with the consent of the Takeover Panel, if Bidco exercises its right to implement the Acquisition by way of a Takeover Offer, to accept such offer) in respect of a total of 2,074,308 Sopheon Shares (held in a personal capacity or through a nominee) representing, in aggregate, approximately 19.40 per cent. of Sopheon Shares in issue on 21 December 2023 (being the last Business Day prior to this Announcement), comprised as follows:

Name of Sopheon Shareholder	Total number of Sopheon Shares	Percentage of existing issued share capital
Rivomore Limited	2,074,308	19.40%
TOTAL	2,074,308	19.40%

The irrevocable undertaking given by Rivomore Limited remains binding in the event a higher competing offer is made for Sopheon and will only cease to be binding if:

- the Scheme Document is not published within 28 days of this Announcement, or in circumstances where Bidco elects to implement the Acquisition by way of a Takeover Offer, an offer document is not published within 28 days of the date on which the switch to a Takeover Offer is announced;
- the Scheme or Takeover Offer in respect of the Acquisition is withdrawn or lapses;
- a competing offer for the entire issued and to be issued share capital of Sopheon becomes or is declared unconditional (if implemented by way of a takeover offer), or becomes effective (if proceeding by way of a scheme of arrangement); or
- the Scheme (or the Takeover Offer) in connection with the Acquisition does not become effective by 4 March 2024.

APPENDIX IV

DEFINITIONS

In this Announcement, the following words and expressions have the following meanings, unless the context requires otherwise:

Acquisition	the recommended offer to be made by Bidco to acquire the issued and to be issued share capital of Sopheon to be effected by means of the Scheme (or, if Bidco so elects and subject to the Takeover Panel's consent, a Takeover Offer) on the terms and subject to the conditions set out in the Scheme Document;
Acquisition Price	£10.00 per Scheme Share;
AIM	AIM, a market operated by the London Stock Exchange;
AIM Rules	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;
Announcement	this announcement of the Acquisition made in accordance with Rule 2.7 of the Code;
Authorisations	authorisations, orders, recognitions, grants, consents, clearances, confirmations, certificates, licences, permissions, determinations, exemptions or approvals;
Bidco	I Ops Buyer Inc., a company incorporated in Delaware, United States of America with company number 2451504;
Business Day	a day, other than a Saturday, Sunday, public holiday or bank holiday, on which banks are generally open for normal business in the City of London;
Cavendish	Cavendish Capital Markets Limited, a company incorporated in England and Wales with company number 06198898;
Closing Price	the closing middle market quotation for an Sopheon Share as derived from the AIM appendix to the Daily Official List on that day;
Code or Takeover Code	the City Code on Takeovers and Mergers;
Companies Act	the UK Companies Act 2006, as amended;

Conditions	the conditions to the implementation of the Scheme and the Acquisition, which are set out in Appendix I to this Announcement and to be set out in the Scheme Document;
Confidentiality Agreement	the confidentiality agreement entered into by Resurgens Technology Partners and Sopheon on 19 May 2023;
Co-operation Agreement	the co-operation agreement entered into by Bidco, Wellspring and Sopheon on or around the date of this Announcement;
Court	the High Court of Justice in England and Wales;
Court Meeting	the meeting (or any adjournment, postponement or reconvention thereof) of the Scheme Shareholders (or the relevant class or classes thereof) to be convened by order of the Court pursuant to section 896 of the Companies Act to consider and, if thought fit, approve the Scheme (with or without modification);
Court Order	the order of the Court sanctioning the Scheme;
CREST	the relevant system (as defined in the Regulations) in respect of which Euroclear UK & International Limited is the Operator (as defined in the Regulations);
Daily Official List	the Daily Official List of the London Stock Exchange;
Dealing Disclosure	has the same meaning as in Rule 8 of the Code;
Disclosed	(i) matters fairly disclosed in the information made available to Bidco (or Bidco's advisers) in the data room established by Sopheon for the purposes of the Acquisition; (ii) information fairly disclosed in writing by or on behalf of Sopheon to Bidco prior to the date of this Announcement in relation to the Acquisition; (iii) information included in the annual report and accounts of the Sopheon Group for the financial year ended 31 December 2022; (iv) information included in the half year report for the Sopheon Group for the financial period ended 30 June 2023 (v) information disclosed in a public announcement to a regulatory news service made by Sopheon prior to the date of this Announcement; or (vi) disclosed in this Announcement;
Disclosure Table	the disclosure table on the Takeover Panel's website at www.thetakeoverpanel.org.uk ;

Effective	in the context of the Acquisition: (a) if the Acquisition is implemented by way of a Scheme, the Scheme having become effective in accordance with its terms, upon the delivery of the Court Order to the Registrar of Companies; or (b) if the Acquisition is implemented by way of a Takeover Offer, the Takeover Offer having been declared or become unconditional in all respects in accordance with the requirements of the Code;
Effective Date	the date upon which: (a) the Scheme becomes Effective; or (b) if the Acquisition is implemented by way of a Takeover Offer, the Takeover Offer becomes Effective;
Enlarged Group	the combined Sopheon Group and Wellspring Group following the Effective Date;
Excluded Shares	(a) any Sopheon Shares legally or beneficially held by Bidco or any member of the Wider Bidco Group; or (b) any Treasury Shares;
Facilities Agreement	the revolving credit, term loan and security agreement originally dated 27 June 2022 (as amended and/or restated by a first amendment dated 1 February 2023 and as further amended and/or restated by a second amendment dated on or about the date hereof) between (amongst others) Bidco and the financial institutions listed therein as lenders
FCA	the UK Financial Conduct Authority or its successor from time to time;
Forms of Proxy	the forms of proxy for use at the Court Meeting and the General Meeting respectively, which will accompany the Scheme Document;
FSMA	the Financial Services and Markets Act 2000, as amended;
General Meeting	the general meeting (or any adjournment, postponement or reconvention thereof) of Sopheon Shareholders to be convened in connection with the Scheme;
Governmental Entity	any supranational, national, state, municipal, local or foreign government, any minister or instrumentality, subdivision, court or tribunal, arbitrator or arbitrator panel, regulatory or administrative agency or commission, or other authority thereof, or any regulatory or quasi-regulatory organisation or private body exercising any regulatory, taxing, importing or other governmental or quasi-governmental authority;
ISIN	International Securities Identification Number;

Link Group	a trading name of Link Market Services Limited, incorporated in England and Wales with registered number 02605568;
London Stock Exchange	London Stock Exchange plc, a company incorporated in England and Wales with company number 02075721;
Long Stop Date	4 March 2024 or such later date (if any) as Bidco and Sopheon may, with the consent of the Takeover Panel, agree and (if required) the Court may allow;
NSIA Condition	the Condition set out at paragraph 3(a) of Part A of Appendix I;
Offer Period	the period which commenced on the date of the Prior Announcement and ending on the date on which the Acquisition becomes Effective, lapses or is withdrawn (or such other date as the Takeover Panel may decide);
Opening Position Disclosure	has the same meaning as in Rule 8 of the Code;
MS AIP	Morgan Stanley AIP GP LP, an indirect subsidiary of Morgan Stanley and part of Morgan Stanley Investment Management, which is responsible for certain primary investment strategies of Morgan Stanley Investment Management;
Prior Announcement	the announcement by Sopheon and Bidco on 31 October 2023 pursuant to Rule 2.4 of the Code;
Raymond James	Raymond James Financial International Limited, a company incorporated in England and Wales with company number 03127076;
Registrar of Companies	the Registrar of Companies of England and Wales;
Regulations	the Uncertificated Securities Regulations 2001 (SI 2001/3755) as amended;
Resolution	the resolution to be proposed by Sopheon at the General Meeting in connection with the Acquisition;
Restricted Jurisdiction	any jurisdiction where local laws or regulations may result in a significant risk of civil, regulatory or criminal exposure if information concerning the Acquisition is sent or made available in that jurisdiction;

Resurgens	Resurgens Technology Advisors, L.P., Resurgens Technology Managers II, L.P. and their affiliates;
Resurgens Funds	the Resurgens funds advised by Resurgens;
RIS	a service approved by the London Stock Exchange for the distribution to the public of announcements and included within the list maintained on the London Stock Exchange's website;
Sanction Hearing	the hearing by the Court to sanction the Scheme and, if such hearing is adjourned, references to the commencement of any such hearing shall mean the commencement of the final adjournment thereof;
Scheme	the proposed scheme of arrangement under Part 26 of the Companies Act to effect the Acquisition between Sopheon and the Scheme Shareholders (the full terms of which will be set out in the Scheme Document), with or subject to any modification, addition or condition which Bidco and Sopheon may agree, and, if required, the Court may approve or impose;
Scheme Document	the document to be despatched to (amongst others) Sopheon Shareholders containing, amongst other things, the terms and conditions of the Scheme and the notices convening the Court Meeting and the General Meeting;
Scheme Record Time	the time and date to be specified in the Scheme Document, expected to be 6:00 p.m. on the Business Day immediately prior to the Effective Date;
Scheme Shareholders	holders of Scheme Shares;
Scheme Shares	<p>the Sopheon Shares:</p> <ul style="list-style-type: none"> (i) in issue at the date of the Scheme Document; (ii) (if any) issued after the date of the Scheme Document and prior to the Voting Record Time; and (iii) (if any) issued at or after the Voting Record Time but at or before the Scheme Record Time in respect of which the original or any subsequent holder thereof is bound by the Scheme or shall by such time have agreed in writing to be bound by the Scheme; <p>in each case other than any Excluded Shares;</p>

Sopheon	Sopheon plc, a company incorporated in England and Wales with company number 03217859;
Sopheon Board	the board of directors of Sopheon from time to time;
Sopheon Directors	the directors of Sopheon from time to time;
Sopheon Group	Sopheon and its subsidiaries and subsidiary undertakings;
Sopheon Share Plans	the Sopheon UK Unapproved Share Option Scheme 1997, the Sopheon plc 2009 (USA) Stock Option Plan, the Sopheon Share Option Scheme 2016 and the CSOP Sub-Plan of the Sopheon Share Option Scheme 2016, in each case operated by Sopheon;
Sopheon Shares	the ordinary shares of £0.20 each in the capital of Sopheon;
Sopheon Shareholders	the holders of Sopheon Shares;
Substantial Interest	in relation to an undertaking, a direct or indirect interest of 20 per cent or more of the total voting rights conferred by the equity share capital (as defined in section 548 of the Companies Act) of such undertaking;
Takeover Offer	should the Acquisition be implemented by way of a takeover offer as defined in section 974 of the Companies Act 2006, the offer to be made by or on behalf of Bidco to acquire the entire issued and to be issued share capital of Sopheon and, where the context requires, any subsequent revision, variation, extension or renewal of such offer;
Takeover Panel	the UK Panel on Takeovers and Mergers;
Third Party	each of a central bank, government or governmental, quasi-governmental, supranational, statutory, regulatory, professional or investigative body or authority (including any antitrust or merger control authority), court, trade agency, professional association, institution, works council, employee representative body or any other similar body or person whatsoever in any jurisdiction;
Treasury Shares	any Sopheon Shares which are for the time being held by Sopheon as treasury shares (within the meaning of the Companies Act);
United Kingdom or UK	the United Kingdom of Great Britain and Northern Ireland;

United States or US or USA	the United States of America, its territories and possessions, all areas subject to its jurisdiction or any subdivision thereof, any state of the United States of America and the District of Columbia;
US Exchange Act	the United States Securities Exchange Act of 1934 and the rules and regulations promulgated thereunder, as amended;
Volume Weighted Average Price	the volume weighted average of the per share trading prices of Sopheon Shares on the London Stock Exchange as reported through Bloomberg;
Voting Record Time	the date and time specified in the Scheme Document by reference to which entitlements to vote on the Scheme will be determined, expected to be 6:00 p.m. on the day which is two days before the date of the Court Meeting or, if the Court Meeting is adjourned, 6:00 p.m. on the second day before the date of such adjourned meeting;
Wellspring	Wellspring Worldwide Inc., a company incorporated in Delaware, USA with company number 3696172;
Wellspring Group	Wellspring and its subsidiaries and subsidiary undertakings;
Wider Bidco Group	Bidco, Wellspring, funds managed by Resurgens and its affiliates and including any funds managed by affiliates of Resurgens or such funds, and their respective subsidiary undertakings, associated undertakings and any other body corporate partnership, joint venture or person in which Bidco, Wellspring and/or such undertakings (aggregating their interests) have a direct or indirect Substantial Interest or the equivalent (excluding, for the avoidance of doubt, any member of the Wider Target Group);
Wider Target Group	Sopheon, its subsidiary undertakings, associated undertakings and any other undertaking, body corporate, partnership, joint venture or person in which Sopheon and/or such undertakings (aggregating their interests) have a direct or indirect Substantial Interest or the equivalent;
£ or pence	pounds sterling or pence, the lawful currency of the UK; and
\$ or USD or dollars	dollars, the lawful currency of the United States of America.

In this Announcement:

- (a) all times referred to are to London time unless otherwise stated;
- (b) references to the singular include the plural and vice versa, unless the context otherwise requires;

- (c) “subsidiary”, “subsidiary undertaking” and “undertaking” have the meanings given by the Companies Act and “associated undertaking” has the meaning given to it by paragraph 19 of Schedule 6 of the Large and Medium-sized Companies and Groups (Accounts and Reports) Regulations 2008, other than paragraph 1(b) thereof which shall be excluded for this purpose; and
- (d) all references to statutory provision or law or to any order or regulation shall be construed as a reference to that provision, law, order or regulation as extended, modified, replaced or re-enacted from time to time and all statutory instruments, regulations and orders from time to time made thereunder or deriving validity therefrom.

SCHEDULE 2

TARGET SHARE PLANS

Subject to applicable legal and regulatory requirements, Bidco and Target intend that the following arrangements and acknowledgements will, subject to the Scheme becoming effective in accordance with its terms, apply to the Target Share Plans and the Target Employees.

In the event the Acquisition is effected by way of an Offer, references to "Court Order", the date of the Court Sanction and the Effective Date in this Schedule 2 will be read as if they refer to the date on which the Offer becomes or is declared unconditional in all respects.

In this Schedule 2, each of the following words and expressions shall have the following meanings:

"**award**" includes a conditional right to acquire, or an option over, Target Shares granted pursuant to the Target Share Plans.

"**CSOP Options**" means company share option plan options granted under the Target UK Approved Plan.

"**EMI Options**" means enterprise management incentive options granted under the Target UK Approved Plan.

"**Target Employees**" means the employees of the Target Group as at the Effective Date (including the Target executive directors).

"**Trustee**" means the trustee of the Employee Trust.

1. GENERAL

- 1.1 As at the date of this Agreement, the following options and awards were outstanding under the Target Share Plans and provided that the Acquisition completes prior to the Long Stop Date, the maximum number of Target Shares capable of being subject to the Scheme or Offer (as applicable) in respect of the Target Share Plans, will be 808,571 Target Shares.

Target Share Plan	Form of award(s)	Number of Target Shares subject to outstanding options and awards
Target UK Approved Plan	CSOP Options	21,250
	EMI Options	35,400
	Options	138,182
Target UK Unapproved Plan	Options	4,250
Target USA Plan	Options	609,489
Total		808,571

- 1.2 Target confirms that no additional awards or options have been granted since 9 May 2023.
- 1.3 The Scheme will apply to any Target Shares which are on the register of members of Target and which are acquired by participants in the Target Share Plans prior to the Scheme Record Time.
- 1.4 Target confirms that it does not intend to grant further options or awards under the Target Share Plans for a period starting on the date of this Agreement and ending on the earlier of (a) the Long Stop Date and (b) the Effective Date.

2. OPERATION OF THE SHARE PLANS BEFORE THE EFFECTIVE DATE

- 2.1 Subject to paragraph 3 of this Schedule, Bidco acknowledges and agrees that, before the Effective Date, the Target Directors (and, where appropriate, the Target Remuneration Committee) may operate the Target Share Plans as they consider appropriate in accordance with the rules of the relevant plans and Target's normal practice, modified as the Target Remuneration Committee considers appropriate to take account of the Acquisition or any change in regulation and subject to Rule 21.1 of the Code.
- 2.2 For the avoidance of doubt and subject to Rule 21.1 of the Code, this includes: issuing invitations and granting new awards in respect of any ordinary annual operation of the Target Share Plans; granting awards under the Target Share Plans at other times in respect of recruitment or for retention purposes; determining performance conditions for outstanding awards due to vest (including how such performance conditions will be tested shortly before the Court Order); determining the timing and extent to which awards under the Target Share Plans will vest in the ordinary course; satisfying the vesting, exercise and release of awards

under the Target Share Plans (e.g. by issuing new Target Shares or transferring Target Shares from the Employee Trust or settling awards in cash); and determining the treatment of awards held by leavers.

3. TREATMENT OF SHARE PLANS IN CONNECTION WITH THE ACQUISITION

3.1 Target USA Plan

3.1.1 Bidco acknowledges that options over 609,489 Target Shares are already vested or will vest in full and become exercisable with effect from the date of Court Sanction.

3.1.2 Options granted under the Target USA Plan that have vested at the date of Court Sanction will remain exercisable at any point prior to their lapse in accordance with the rules of the Target USA Plan.

3.2 Target UK Approved Plan

3.2.1 Bidco acknowledges that options over 194,832 Target Shares are already vested or will vest in full and become exercisable with effect from the date of Court Sanction.

3.2.2 Options granted under the Target UK Approved Plan that have vested at the date of Court Sanction will remain exercisable at any point prior to their lapse or for a period of six months following the date of Court Sanction, whichever is earlier. To the extent not so exercised, options will lapse at the end of such period.

3.3 Target UK Unapproved Plan

3.3.1 Bidco acknowledges that options over 4,250 Target Shares are already vested or will vest in full and become exercisable with effect from the date of Court Sanction.

3.3.2 Options granted under the Target UK Unapproved Plan that have vested at the date of Court Sanction will remain exercisable at any point prior to their lapse or for a period of six months following the date of Court Sanction, whichever is earlier. To the extent not so exercised, options will lapse at the end of such period.

3.4 Cash Bonuses

3.4.1 Bidco acknowledges that Target proposed to grant options over, in aggregate, 20,000 Target Shares under the Target UK Approved Plan and Target USA Plan (with a proposed exercise price of 615 pence) to Gregory Coticchia (CEO) and Arif Karimjee (CFO) in early 2023 and that instead of granting those options, it is proposed that Gregory Coticchia and Arif Karimjee will each receive a bonus payment after the Effective Date to reflect the option gain they would otherwise have received ("**Cash Bonuses**").

3.4.2 It is intended that the Cash Bonuses will be funded by the Employee Trust and paid by Target on behalf of the Employee Trust on the first applicable payroll date after the Effective Date subject to deductions for applicable taxes and employee National Insurance and any similar social security deductions or contributions in any relevant jurisdiction.

3.5 General

3.5.1 Subject to this paragraph 3, options may be exercised and awards shall vest in accordance with the rules of the Target Share Plans. The Board does not intend to exercise any discretion it may have pursuant to the Target Share Plans to extend the exercise period of Awards in connection with the Acquisition.

3.5.2 Bidco and Target acknowledge and agree that:

- (a) the Scheme Record Time shall take place after the date of Court Sanction, to allow those participants in Target Share Plans who acquire Target Shares on or before the Scheme Record Time to have those Target Shares acquired by Bidco and dealt with through the Scheme;
- (b) Target may, subject to prior agreement with Bidco, amend the rules of the Target Share Plans if the Target Directors (or the relevant committee) are of the opinion that such amendments are necessary or desirable to implement the Scheme or the treatment set out in this Agreement, comply with any local law requirement, to facilitate the administration of the Target Share Plans or to obtain or maintain favourable tax treatment for participants and/or for Target Group, provided that any such amendments are consistent with this Agreement;
- (c) vesting, exercise and settlement under the Target Share Plans, as described in this Schedule 2, will be subject to the deductions for applicable taxes and employee National Insurance and any similar social security deductions or contributions in any relevant jurisdiction, attributable to or arising as a result of the vesting, exercise and settlement of the awards;
- (d) each party will co-operate with the other party and use its reasonable endeavours to provide such details in relation to the Target Share Plans as is reasonably required by the other party in order to facilitate the implementation of the arrangements set out in this Schedule 2;
- (e) Target will prepare, in a form to be agreed between Target and Bidco, communications to be sent jointly by Target and Bidco to each of the participants in the Target Share Plans to enable Bidco to satisfy its obligations under Rule 15 of the Code and to send, or arrange for the sending of, such communications to the participants on, or as soon as practicable after, the posting of the Scheme Document (or such later date as may be agreed between the parties) to inform them of the impact of the Scheme on their outstanding awards and options under the Target Share Plans and to give them an opportunity to exercise their awards and options as a result of the Scheme, where and as required under Rule 15 of the Code; and
- (f) Target's articles of association will be changed pursuant to a shareholder resolution approved at the General Meeting so that any Target Shares issued after the Scheme Record Time to participants in the Target Share Plans will be automatically transferred to, or to the order of, Bidco in exchange for the same consideration as is due under the Scheme.

3.5.3 Bidco acknowledges that, following prior consultation with Bidco and having provided Bidco with reasonable time to review and comment on any draft submission, Target and/or its advisers may make any submission to the Panel which it deems necessary to implement the arrangements referred to in this Schedule 2 and the Parties agree to co-operate as soon as possible and in good faith in the making of any such submission.

3.5.4 Save in respect of the EMI Options and CSOP Options and any other options which are exercised prior to the Scheme Record Time, Bidco and Target acknowledge and agree that the options are intended to be cash-cancelled by Target. In addition, it is intended that cashless exercise arrangements will be put in place in respect of the remaining options.

3.5.5 As at the date of this Agreement, the Employee Trust holds 49,834 Target Shares. Target may make recommendations to the Trustee to subscribe for Target Shares prior to the Effective Date. Any such subscription will be at a price equal to the nominal value of the Target Shares and, where the Trustee is invited to subscribe for Target Shares, it may be requested to agree to satisfy options and awards granted under the Target Share Plans that are exercised as a consequence of the Acquisition using the Target Shares issued to it.