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THIS ANNOUNCEMENT CONTAINS INSIDE INFORMATION

FOR IMMEDIATE RELEASE

18 September 2026

RECOMMENDED ACQUISITION

OF

DIANOMI PLC

BY

TABOOLA EUROPE LIMITED

(a wholly-owned subsidiary of Taboola.com Ltd)

to be effected by means of a scheme of arrangement under Part 26 of the Companies Act 2006

Summary

- The boards of Taboola.com Ltd ("**Taboola**") and Dianomi plc ("**Dianomi**") are pleased to announce that they have reached an agreement on the terms of a recommended acquisition pursuant to which Taboola Europe Limited, a wholly-owned subsidiary of Taboola ("**Bidco**"), will acquire the entire issued and to be issued ordinary share capital of Dianomi.

- Under the terms of the Acquisition, Dianomi Shareholders will be entitled to receive for each Dianomi Share:

  64 pence in cash (the "Cash Consideration") and a Contingent Consideration Unit which may deliver up to 24 pence in cash (together with the Cash Consideration, the "Maximum Consideration")

- The Cash Consideration values the entire issued and to be issued share capital of Dianomi at approximately £19 million on a fully diluted basis and delivers 64 pence in cash for each Dianomi Share, which represents a premium of approximately:

  - 68% to the Closing Price of 38.0 pence per Dianomi Share on the Last Practicable Date;
  - 114% to Dianomi's three month volume weighted average share price of 29.9 pence per Dianomi Share to the Last Practicable Date; and
  - 350% to Dianomi's six month volume weighted average share price of 14.2 pence per Dianomi Share to the Last Practicable Date.

- The Maximum Consideration, which assumes full value is delivered by the Contingent Consideration Units, values the entire issued and to be issued share capital of Dianomi at up to approximately £27 million on a fully diluted basis and delivers up to 88 pence in cash for each Dianomi Share, which represents a premium of approximately:

- 132% to the Closing Price of 38.0 pence per Dianomi Share on the Last Practicable Date;
- 194% to Dianomi's three month volume weighted average share price of 29.9 pence per Dianomi Share to the Last Practicable Date; and
- 519% to Dianomi's six month volume weighted average share price of 14.2 pence per Dianomi Share to the Last Practicable Date.

- It is intended that the Acquisition will be implemented by means of a Court-sanctioned scheme of arrangement under Part 26 of the Companies Act.
- The Cash Consideration assumes that Dianomi Shareholders shall not receive any dividend, distribution and/or other return of capital or value. Subject to the terms of the Scheme, if, after the date of this Announcement, any dividend, distribution and/or other return of capital or value is announced, declared, paid or made, or becomes payable, in respect of the Dianomi Shares, Bidco reserves the right to reduce the offer consideration by an amount up to the amount of such dividend, distribution and/or other return of capital or value so announced, declared, paid or made or which becomes payable.
- The payment of additional consideration through the Contingent Consideration Units is subject to a subset of Dianomi's publishers incorporating certain provisions of the Taboola Group's standard terms in their publisher agreements (either through the entry into a new agreement or an amendment of the existing agreement) within the agreed time frame and subject to a minimum threshold, and the net revenue generated by these publishers. There is no certainty and there can be no assurance that all or any Contingent Consideration Units will result in the payment of any additional consideration in connection with the Acquisition. Further details of the Contingent Consideration Units are set out in paragraph 11 of this Announcement below.

Background to and reasons for the Acquisition

- Taboola is a technology company that empowers businesses to grow through performance advertising technology that goes beyond search and social and delivers measurable outcomes at scale.
- Taboola works with thousands of businesses who advertise directly on Realize, Taboola's powerful ad platform, reaching over 600 million daily active users across some of the best publishers in the world. Publishers like NBC News and Yahoo, and OEMs such as Samsung, Xiaomi and others, use Taboola's technology to grow audience and revenue, enabling Realize to offer unique data, specialised algorithms, and scale.
- Taboola believes that Dianomi is an attractive business which is a natural fit for Taboola, with complementary publisher and advertiser relationships, and is complementary to Taboola's existing global footprint. Taboola believes that combining Dianomi with Taboola's global business will accelerate the realisation of Dianomi's strategic objectives and provide opportunities for revenue synergies and cost savings through increased scale and complementary offerings.
- In particular, Taboola believes the Acquisition will bring significant strategic benefits for the combined group and its stakeholders, including both Taboola's and Dianomi's publishers and advertisers, including by:
  - growing revenue by offering more opportunities for both advertisers and publishers to reach their business goals by utilising Taboola's large-scale, high-quality platform;
  - driving better performance to group advertisers utilising Taboola's scale, global reach, technology and data assets alongside Dianomi's specialism and endemic, high-intent audiences on blue-chip

publishers in the finance, business and lifestyle verticals;

  - o delivering higher yield for Dianomi's publishers utilising Taboola's direct global demand, technology and complementing solutions; and

  - o offering better content experiences for users of group publishers which drives additional page views and strengthens monetisation opportunities for the group and its partners.

- Taboola believes that the Acquisition will significantly bolster its ability to provide performance advertisers with a highly specialised, premium ad network focused on finance, powered by Taboola's performance advertising platform Realize. Realize is a technology platform that helps advertisers achieve outcomes at scale, leveraging Taboola's unique supply, first-party data, and AI. Realize enables performance campaigns across many of the world's largest publishers.

- More than 600 advertisers and publishers trust Dianomi to drive performance in its brand-safe environments. With Dianomi and Taboola together, Taboola believes that advertisers, especially those seeking to reach audiences in the business, finance and lifestyle sectors, will have more ways to connect with them to drive performance objectives.

- Taboola believes that Dianomi's strategic fit is underpinned by aligned, customer-focused cultures built on trust. Taboola and Dianomi are both dynamic and entrepreneurial organisations who strive to be at the forefront of technical excellence and innovation within the advertising technology industry. Taboola believes that this will create an effective platform to deliver the benefits described above, and result in significant value to all stakeholders.

Recommendation

- The Dianomi Board, which has been so advised by Panmure Liberum as to the financial terms of the Acquisition, considers the terms of the Acquisition to be fair and reasonable. In providing its advice to the Dianomi Board, Panmure Liberum has taken into account the commercial assessments of the Dianomi Board. Panmure Liberum is providing independent financial advice to the Dianomi Board for the purposes of Rule 3 of the Code.

- Accordingly, the Dianomi Board intends to recommend unanimously that Dianomi Shareholders vote, or procure the voting, to approve the Scheme at the Scheme Court Meeting and vote, or procure the voting, in favour of the Resolutions to be proposed at the General Meeting or, if (with the consent of the Panel) Bidco exercises its right to implement the Acquisition by way of a Takeover Offer, accept, or procure the acceptance of, such Takeover Offer as all of the Dianomi Directors who hold Dianomi Shares have irrevocably undertaken to do, or procure to be done, in respect of their own beneficial holdings (and procure to be done in respect of the beneficial holdings of their spouse, civil partner and/or related trusts) of 3,134,944 Dianomi Shares, in aggregate, representing approximately 10.4% of the Dianomi Shares in issue on the Last Practicable Date.

Shareholder support

- In addition to the irrevocable undertakings from the Dianomi Directors (and/or in respect of the beneficial holdings of their spouse, civil partner and/or related trusts) described above, Taboola and Bidco have received irrevocable undertakings to vote, or procure the voting, in favour of the Scheme at the Scheme Court Meeting and vote, or procure the voting, in favour of the Resolutions to be proposed at the General Meeting (or, in the event that the Acquisition is implemented by way of a Takeover Offer under the Code, to accept, or procure the acceptance of, such Takeover Offer) from each of Scobie Dickinson Ward, BGF Investments LP (acting by its manager BGF Investment Management Limited), Raphael Queisser and Robert Cabell de Marcellus, in respect of 19,473,721 Dianomi Shares, representing, in aggregate, approximately 64.9% of the Dianomi Shares in issue on the Last Practicable Date.

- In total, therefore, Taboola and Bidco have received irrevocable undertakings to approve the Scheme at the Scheme Court Meeting and vote in favour of the Resolutions to be proposed at the General Meeting (or, in the event that the Acquisition is implemented by way of a Takeover Offer under the Code, to accept or procure the acceptance of such Takeover Offer) in respect of 22,608,665 Dianomi Shares representing, in aggregate, approximately 75.3% of the Dianomi Shares in issue on the Last Practicable Date.

- Further details of the irrevocable undertakings received by Taboola and Bidco (including details of the circumstances in which the irrevocable undertakings will cease to be binding) are set out in Appendix III to this Announcement.

Conditions

- The Acquisition is subject to the satisfaction or waiver of the Conditions and the further terms set out in Appendix I to this Announcement, and to be set out in the Scheme Circular. The Conditions include certain approvals by Dianomi Shareholders, the sanction of the Scheme by the Court, and the CMA having indicated in writing in response to a briefing paper that it has no further questions in relation to the Acquisition or having issued a decision that it is not the CMA's intention to subject the Acquisition to a Phase 2 CMA Reference. Rule 2.7(c)(iii)

- **The attention of Dianomi Shareholders is specifically drawn to the CMA Condition further detailed in paragraph 14 of this Announcement, which should be read carefully. The CMA Condition is of material significance to Taboola and Bidco in the context of the Acquisition.**

Acquisition structure

- It is intended that the Acquisition will be implemented by means of a Court-sanctioned scheme of arrangement under Part 26 of the Companies Act. In order to become Effective, the Scheme must be approved by a majority in number of the Scheme Shareholders present and voting (and entitled to vote) at the Scheme Court Meeting, either in person or by proxy, representing not less than three-quarters in value of the Scheme Shares held by those Scheme Shareholders. Further details of the Scheme and the Scheme Court Meeting are contained in the full text of this Announcement.

- The Cash Consideration of 64 pence for each Dianomi Share will be paid, conditional on the Scheme becoming Effective, within 14 days of the Scheme becoming Effective.

- Under the terms of the Scheme, each Dianomi Shareholder (other than Restricted Overseas Shareholders) will receive one Contingent Consideration Unit for each Dianomi Share. Under the terms of the CCU Deed Poll, each Contingent Consideration Unit shall entitle its holder (other than Restricted Overseas CCU Holders) to one Loan Note. The principal value of each Loan Note that the CCU Holder may be entitled to (being the Loan Note Principal Value), and therefore the amount of cash ultimately payable to a Loan Note holder upon redemption of their Loan Notes on the Loan Note Payment Date, shall be determined by way of an Assessment Process in accordance with the terms of the CCU Deed Poll.

- The Contingent Consideration Units are complex instruments and a number of factors will determine whether any amount will actually be paid to Dianomi Shareholders on the redemption of the Loan Notes. The Loan Note Principal Value may be zero and is capped at a maximum of 24 pence.

- The Loan Note Principal Value will be determined by an Assessment Process set out in the CCU Deed Poll and summarised in paragraph 11 of this Announcement, following which each CCU Holder (other than Restricted Overseas CCU Holders) will receive one Loan Note for each Contingent Consideration Unit held by such CCU Holder. If the results of the Assessment Process are such that the Loan Note Principal Value is agreed or determined to be zero, no Loan Notes will be issued, and in these circumstances the CCU Holders will not receive any additional consideration under the terms of the

CCU Deed Poll. In these circumstances, the value of each Contingent Consideration Unit would be zero. The Assessment Process summarised in paragraph 11 of this Announcement does not allow for the exercise of any discretion on the part of Bidco or the CCU Representatives. The Code does not apply to the Contingent Consideration Units or Loan Notes following the Effective Date.

- No interest shall be payable on the Loan Notes, other than in circumstances where Bidco is in default of its payment obligations under the terms of the Loan Note Instrument. Each Loan Note shall have a term which ends on the Loan Note Payment Date. On redemption the Loan Note Principal Value will be paid in cash to the holders of the Loan Notes and the Loan Notes will be automatically cancelled. Further details in respect of the Contingent Consideration Units and Loan Notes, and the treatment of Restricted Overseas Shareholders and Restricted Overseas CCU Holders, will be contained in the Scheme Circular. Dianomi Shareholders are strongly advised to read paragraph 11 of this Announcement in full.

Timetable

- It is expected that the Scheme Circular, containing further information about the Acquisition and notices of the Scheme Court Meeting and the General Meeting, together with Forms of Proxy, will be posted to Dianomi Shareholders and (for information only) to persons with information rights and to participants in the Dianomi Share Plans as soon as practicable and in any event within 28 days from the date of this Announcement. Accordingly, it is expected that the Scheme Court Meeting and the General Meeting will take place in November 2026.

- Subject to the satisfaction or waiver of the Conditions and the further terms set out in Appendix I to this Announcement (and to be set out in full in the Scheme Circular) (in particular the CMA Condition highlighted in paragraph 14), it is expected that the Scheme will become Effective before the end of 2026. An expected timetable of principal events will be included in the Scheme Circular.

Comments on the Acquisition

- Commenting on the Acquisition, Rupert Hodson, Co-Founder and CEO of Dianomi said:

  "I am immensely proud of the differentiated position Dianomi has built over more than 20 years, underpinned by our technology, specialist expertise and long-standing relationships with many of the world's leading publishers and advertisers. As the digital advertising market continues to evolve, we believe the combination with Taboola will provide Dianomi with the additional scale, technology and resources to compete and grow in this changing market. The Dianomi Board believes the Acquisition represents an attractive outcome for shareholders and creates a strong platform for the future of the business."

- Commenting on the Acquisition, Adam Singolda, CEO of Taboola said:

  "Dianomi has demonstrated a commitment to connecting the largest financial brands in the world with their target audience to power successful performance-driven advertising. Dianomi's focus on helping advertisers to reach potential consumers within business and finance is a great complement to Taboola's ability to drive performance within these verticals and across all other verticals as well. Together with Dianomi, we will be able to offer an even larger, highly curated, trusted network of publishers that advertisers can tap into to reach audiences, via our Realize performance advertising platform."

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

The person responsible for making this Announcement on behalf of Dianomi is Charlotte Stranner, Chief Financial Officer.

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Davis Polk & Wardwell London LLP are retained as legal advisers to Taboola and Bidco. K&L Gates LLP are retained as legal advisers to Dianomi.

Further information

This Announcement is for information purposes only and is not intended to and does not constitute, or form part of, any offer, invitation or the solicitation of an offer to purchase, otherwise acquire, subscribe for, sell or otherwise dispose of any securities, or the solicitation of any vote or approval in any jurisdiction, pursuant to the Acquisition or otherwise nor shall there be any sale, issuance or transfer of securities of Dianomi in any jurisdiction in contravention of applicable law. Further, this Announcement does not constitute a prospectus or a prospectus equivalent document.

The Acquisition will be implemented solely by means of the Scheme Circular (or if the Acquisition is implemented by way of a Takeover Offer, the offer document), which will contain the full terms and conditions of the Acquisition including details of how to vote in respect of the Acquisition. Any vote in respect of the Scheme (or, if applicable, acceptance of the Takeover Offer) or other response in relation to the Acquisition should be made only on the basis of the information contained in the Scheme Circular (or, if applicable, the offer document). Each Dianomi Shareholder is urged to consult its independent professional adviser immediately regarding the tax consequences to it (or to its beneficial owners) of the Acquisition.

Financial advisers

RBC Europe Limited (trading as RBC Capital Markets) which is authorised by the Prudential Regulation Authority and regulated by the FCA and the Prudential Regulation Authority in the United Kingdom, is acting for Taboola and Bidco and no one else in connection with the matters referred to in this Announcement and will not be responsible to anyone other than Taboola and Bidco for providing the protections afforded to clients of RBC Capital Markets or for providing advice in connection with matters referred to in this Announcement. Neither RBC Europe Limited nor any of its affiliates, directors or employees owes or accepts any duty, liability or responsibility whatsoever (whether direct or indirect, consequential, whether in contract, tort, in delict, under statute or otherwise) to any person who is not a client of RBC Europe Limited in connection with this Announcement or any matter referred to herein.

Panmure Liberum Limited ("**Panmure Liberum**"), which is authorised and regulated in the United Kingdom by the FCA, is acting as financial adviser exclusively for Dianomi and no one else in connection with the matters set out in this Announcement and will not be responsible to any person other than Dianomi for providing the protections afforded to clients of Panmure Liberum, nor for providing advice in relation to the content of this Announcement or any matter referred to herein. Neither Panmure Liberum nor any of its subsidiaries, branches or affiliates owes or accepts any duty, liability or responsibility whatsoever (whether direct or indirect, whether in contract, in tort, under statute or otherwise) to any person who is not a client of Panmure Liberum in connection with this Announcement, any statement contained herein or otherwise.

Notice to overseas shareholders

General

The release, publication or distribution of this Announcement in or into jurisdictions other than the United Kingdom may be restricted by law and therefore any persons who are subject to the laws of any jurisdiction other than the United Kingdom should inform themselves about, and observe, any applicable legal or regulatory requirements. In particular, the ability of persons who are not resident in the United Kingdom to vote their Dianomi Shares with respect to the Scheme at the Scheme Court Meeting, or to appoint another person as proxy to vote at the Scheme Court Meeting on their behalf, may be affected by the laws of the relevant jurisdictions in which they are located. Any failure to comply with the applicable restrictions may constitute a violation of the securities laws of any such jurisdiction. To the fullest extent permitted by applicable law, the companies and persons involved in the Acquisition disclaim any responsibility or liability for the violation of such restrictions by any person.

This Announcement has been prepared for the purpose of complying with English law, the Code, the AIM Rules and the Rules of the London Stock Exchange 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 of England.

Unless otherwise determined by Bidco or required by the Code, and permitted by applicable law and regulation, the Acquisition shall not be made available, directly or indirectly, in, into or from a Restricted Jurisdiction where to do so would violate the laws in that jurisdiction and no person may vote in favour of the Acquisition by any such use, means, instrumentality or form within a Restricted Jurisdiction or any other jurisdiction if to do so would constitute a violation of the laws of that jurisdiction. Accordingly, copies of this Announcement and documentation relating to the Acquisition will not be, and must not be, mailed or otherwise forwarded, distributed or sent in, into or from any Restricted Jurisdiction or any jurisdiction where to do so would violate the laws of that jurisdiction and persons receiving such documents (including custodians, nominees and trustees) must not mail or otherwise forward, distribute or send them in, into or from any Restricted Jurisdiction. Doing so may render invalid any related purported vote in respect of the Acquisition. If the Acquisition is implemented by way of a Takeover Offer (unless otherwise permitted by applicable law or regulation), the Takeover Offer may not be made, directly or indirectly, in, into or from within any

Restricted Jurisdiction.

Further details in relation to overseas shareholders will be contained in the Scheme Circular.

Additional information for US investors

The Acquisition relates to the shares of an English company admitted to trading on AIM and is proposed to be effected by means of a scheme of arrangement under English law. Neither the US proxy solicitation rules nor (unless implemented by means of an offer) the tender offer rules under the US Exchange Act will apply to the Acquisition. Accordingly, the Scheme will be subject to the disclosure requirements and practices applicable to the United Kingdom and under the Code to schemes of arrangement, which differ from the disclosure requirements of the US proxy solicitation rules and tender offer rules. Neither the SEC, nor any securities commission of any state of the United States, has approved the Acquisition, passed upon the fairness of the Acquisition or passed upon the adequacy or accuracy of this Announcement. Any representation to the contrary is a criminal offence in the United States. Financial information relating to Dianomi included in this Announcement and the Scheme Circular has been or will have been prepared in accordance with accounting standards applicable in the United Kingdom that may not be comparable to financial information of US companies or companies whose financial statements are prepared in accordance with generally accepted accounting principles in the United States.

The receipt of cash by a beneficial owner of Dianomi Shares pursuant to the Acquisition as consideration for the transfer of its Scheme Shares pursuant to the Scheme may be a taxable transaction for United States federal income tax purposes and may also be a taxable transaction under other applicable tax laws, including any applicable United States state and local, as well as non-US, tax laws. Each Dianomi Shareholder is urged to consult its independent professional adviser immediately regarding the tax consequences to it (or to its beneficial owners) of the Acquisition.

Dianomi and Bidco are organised under the laws of England and Taboola is organised under the laws of Israel. Some of the officers and directors of Dianomi, Bidco and Taboola are residents of countries other than the United States and the majority of the assets of Dianomi are located outside of the United States and a significant amount of Taboola's assets are located outside the United States. As a result, it may not be possible to effect service of process within the United States upon Dianomi, Bidco, Taboola or any of their respective officers or directors, or to enforce outside the United States judgements obtained against Dianomi, Bidco, Taboola or any of their respective officers or directors in US courts, including, without limitation, judgements based upon the civil liability provisions of the US federal securities laws or the laws of any state or territory within the United States. It may not be possible to sue Dianomi, Bidco or Taboola in a non-US court for violations of US securities laws. It may be difficult to compel Dianomi, Bidco, Taboola and their respective affiliates to subject themselves to the jurisdiction and judgment of a US court.

If the Acquisition is implemented by way of a Takeover Offer and Bidco determines to extend such offer into the United States, the offer will be made in compliance with applicable UK and US securities laws and regulations, including the US tender offer rules. In such circumstances, Dianomi Shareholders are urged to read any documents relating to the Acquisition because they will contain important information regarding the Acquisition. Such documents will be available from Dianomi at https://www.dianomi.com/.

To the extent permitted by applicable law, in accordance with normal UK practice, Taboola, Bidco or their respective nominees or brokers (acting as agents), may from time to time make certain purchases of, or arrangements to purchase shares or other securities of, Dianomi outside of the United States, other than pursuant to the Acquisition, until the date on which the Acquisition and/or Scheme becomes Effective, lapses or is otherwise withdrawn. These purchases may occur either in the open market at prevailing prices or in private transactions at negotiated prices. Any information about such purchases will be disclosed as required in the UK, will be reported to a Regulatory Information Service and will be available on the London Stock Exchange website at http://www.londonstockexchange.com. If Bidco elects to implement the Acquisition by way of a Takeover Offer (subject to the terms of the Co-operation Agreement) with the Takeover Panel's consent, the Takeover Offer will be made in compliance with applicable US laws and regulations, including Section 14(e) of the US Exchange Act and Regulation 14E thereunder, subject to exemptive relief, including in respect of Rule 14e-5 thereunder. Rule 14e-5 will not regulate the purchases or arrangement of purchases of shares of Dianomi in the context of implementing the Acquisition by a Scheme of Arrangement.

In accordance with the Code, normal UK market practice and Rule 14e-5(b) of the US Exchange Act, RBC Capital Markets and its affiliates will continue to act as exempt principal traders in Dianomi Shares on AIM. Those purchases and activities by an exempt principal trader which are required to be made public in the United Kingdom pursuant to the Code will be reported to a Regulatory Information Service and will be available on the London Stock Exchange website at www.londonstockexchange.com. This information will also be publicly disclosed in the United States to the extent that such information is made public in the United Kingdom.

Forward-looking statements

This Announcement (including information incorporated by reference in this Announcement), oral statements made regarding the Acquisition, and other information published by Dianomi, Taboola and Bidco contain statements which are, or may be deemed to be, "forward-looking statements". Such forward-looking statements are prospective in nature and are not based on historical facts, but rather on current expectations and on numerous assumptions regarding the business strategies and the environment in which the Taboola Group or the Enlarged Group will operate in the future and are subject to risks and uncertainties that could cause actual results to differ materially from those expressed or implied by those statements.

The forward-looking statements contained in this Announcement relate to the Taboola Group's or the Enlarged Group's future prospects, developments and business strategies, the expected timing and scope of the Acquisition and other statements other than historical facts. In some cases, these forward-looking statements can be identified by the use of forward-looking terminology, including the terms "believes", "estimates", "will look to", "would look to", "plans", "prepares", "anticipates", "expects", "is expected to", "is subject to", "budget", "scheduled", "forecasts", "synergy", "strategy", "goal", "cost-saving", "projects" "intends", "may", "will" or "should" or their negatives or other variations or comparable terminology. Forward-looking statements may include statements relating to 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 and the expansion and growth of the Taboola Group's or Dianomi Group's operations and potential synergies resulting from the Acquisition; and (iii) the effects of global economic conditions and governmental regulation on the Taboola Group's or Dianomi Group's business.

By their nature, forward-looking statements involve risk and uncertainty because they relate to events and depend on circumstances that will occur in the future. These events and circumstances include changes in the global, political, economic, business, competitive, market and regulatory forces, future exchange and interest rates, changes in tax rates and future business combinations or disposals. If any one or more of these risks or uncertainties materialises or if any one or more of the assumptions prove incorrect, actual results may differ materially from those expected, estimated or projected. Such forward-looking statements should therefore be construed in the light of such factors.

None of Taboola, Bidco or Dianomi nor any of their respective associates or directors, officers or advisers, provides any representation, assurance or guarantee that the occurrence of the events expressed or implied in any forward-looking statements in this Announcement will actually occur. Given these risks and uncertainties, potential investors should not place any reliance on forward-looking statements.

Specifically, any statements of cost savings and synergies relate to future actions and circumstances which, by their nature, involve risks, uncertainties and contingencies. As a result, any cost savings and synergies referred to may not be achieved, may be achieved later or sooner than estimated, or those achieved could be materially different from those estimated. As a result, and given the fact that the changes relate to the future, the resulting cost synergies may be materially greater or less than those estimated.

The forward-looking statements speak only at the date of this Announcement. All subsequent oral or written forward-looking statements attributable to any member of the Taboola Group or Dianomi Group, or any of their respective associates, directors, officers, employees or advisers, are expressly qualified in their entirety by the cautionary statement above.

Dianomi, Taboola and Bidco expressly disclaim any obligation to update such statements other than as required by law or by the rules of any competent regulatory authority, whether as a result of new information, future events or otherwise.

No profit forecasts or estimates

No statement in this Announcement is intended as a profit forecast or profit estimate or quantified financial benefit statement for any period, and no statement in this Announcement should be interpreted to mean that earnings or earnings per Dianomi Share or Taboola share for the current or future financial years would necessarily match or exceed the historical published earnings or earnings per Dianomi Share or Taboola share or to mean that the Enlarged Group's earnings in the first 12 months following the Acquisition, or in any subsequent period, would necessarily match or be greater than those of Dianomi or Taboola for the relevant preceding financial period or any other period.

Disclosure requirements

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, 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 an offeror and Dealing Disclosures must also be made by the offeree company, by an 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 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.

Electronic communications

Please be aware that addresses, electronic addresses and certain other information provided by Dianomi Shareholders, persons with information rights and other relevant persons in connection with the receipt of communications from Dianomi may be provided to Bidco during the offer period as required under Section 4 of Appendix 4 of the Code.

The contents of the websites referred to in this Announcement are not incorporated into and do not form part of this Announcement.

Publication of this Announcement and availability of hard copies

A copy of this Announcement and the documents required to be published by Rule 26 of the Code will be made available, subject to certain restrictions relating to persons resident in Restricted Jurisdictions, on https://www.dianomi.com/ and https://investors.taboola.com/ by no later than 12 noon (London time) on the Business Day following this Announcement. For the avoidance of doubt, unless explicitly stated otherwise, the contents of the websites referred to in this Announcement are not incorporated into and do not form part of this Announcement.

Subject to certain restrictions related to persons resident in Restricted Jurisdictions, Dianomi Shareholders who received this Announcement in electronic form may request a hard copy of this Announcement by contacting Neville Registrars Limited on 0121 585 1131 (if calling from within the UK) or +44 (0) 121 585 1131 (if calling from outside the UK) or by submitting a request in writing to Neville House, Steelpark Road, Halesowen, B62 8HD. Calls outside the United Kingdom will be charged at the applicable international rate. The helpline is open between 8.30 a.m. to 5.30 p.m., Monday to Friday, excluding public holidays in England and Wales. Please note that Neville Registrars Limited cannot provide any financial, legal or tax advice and calls may be recorded and monitored for security and training purposes. Dianomi Shareholders 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, again by writing to the address set out above or by calling the telephone number set out above.

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 preceded them.

Rule 2.9 requirement

In accordance with Rule 2.9 of the Code, Dianomi confirms that, as at the date of this Announcement, it has 30,027,971 ordinary shares of £0.002 each in issue and admitted to trading on AIM. Dianomi does not hold any ordinary shares in treasury. The ISIN of the Dianomi Shares is GB00BLH32M40.

General

Investors should be aware that Taboola and/or Bidco may purchase Dianomi Shares otherwise than under any Takeover Offer or the Scheme, including pursuant to privately negotiated purchases.

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 stockholder, bank manager, solicitor, accountant 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.

The Acquisition will be subject to English law, the jurisdiction of the Court, and the applicable requirements of the Code, the Panel, the London Stock Exchange, the AIM Rules, the FCA and the Registrar of Companies.

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

18 September 2026

RECOMMENDED ACQUISITION

OF

DIANOMI PLC

BY

TABOOLA EUROPE LIMITED

(a wholly-owned subsidiary of Taboola.com Ltd)

to be effected by means of a scheme of arrangement under Part 26 of the Companies Act 2006

1. Introduction

The boards of Taboola.com Ltd ("**Taboola**") and Dianomi plc ("**Dianomi**") are pleased to announce that they have reached an agreement on the terms of a recommended acquisition pursuant to which Taboola Europe Limited, a wholly-owned subsidiary of Taboola ("**Bidco**"), will acquire the entire issued and to be issued ordinary share capital of Dianomi. It is intended that the Acquisition will be implemented by means of a Court-sanctioned scheme of arrangement of Dianomi under Part 26 of the Companies Act, further details of which are contained in paragraph 14 below.

2. Summary of terms of the Acquisition

Under the terms of the Acquisition, which will be subject to the Conditions and further terms set out in Appendix I of this Announcement (and to be set out in the Scheme Circular), which include (inter alia) approval of the Scheme at the Scheme Court Meeting, passing of Resolutions at the General Meeting, satisfaction or waiver of the CMA Condition highlighted in paragraph 14, and the sanction of the Scheme by the Court, Scheme Shareholders will be entitled to receive for each Scheme Share held by them at the Scheme Record Time:

64 pence in cash (the "Cash Consideration") and a Contingent Consideration Unit which may deliver up to 24 pence in cash (together with the Cash Consideration, the "Maximum Consideration")

In certain circumstances, the Contingent Consideration Units will have zero value.

The Cash Consideration values the entire issued and to be issued share capital of Dianomi at approximately £19 million on a fully diluted basis and delivers 64 pence in cash for each Dianomi Share, which represents a premium of approximately:

- 68% to the Closing Price of 38.0 pence per Dianomi Share on the Last Practicable Date;
- 114% to Dianomi's three month volume weighted average share price of 29.9 pence per Dianomi

Share to the Last Practicable Date; and

- 350% to Dianomi's six month volume weighted average share price of 14.2 pence per Dianomi Share to the Last Practicable Date.

The Maximum Consideration, which assumes full value is delivered by the Contingent Consideration Units, values the entire issued and to be issued share capital of Dianomi at up to approximately £27 million on a fully diluted basis and delivers up to 88 pence in cash for each Dianomi Share, which represents a premium of approximately:

- 132% to the Closing Price of 38.0 pence per Dianomi Share on the Last Practicable Date;

- 194% to Dianomi's three month volume weighted average share price of 29.9 pence per Dianomi Share to the Last Practicable Date; and

- 519% to Dianomi's six month volume weighted average share price of 14.2 pence per Dianomi Share to the Last Practicable Date.

The Cash Consideration assumes that Dianomi Shareholders shall not receive any dividend, distribution and/or other return of capital or value. Subject to the terms of the Scheme, if, after the date of this Announcement, any dividend, distribution and/or other return of capital or value is announced, declared, paid or made or becomes payable in respect of the Dianomi Shares, Bidco reserves the right to reduce the offer consideration by an amount up to the amount of such dividend, distribution and/or other return of capital or value so announced, declared, paid or made or which becomes payable.

3. Background to and reasons for the Acquisition

Taboola is a technology company that empowers businesses to grow through performance advertising technology that goes beyond search and social and delivers measurable outcomes at scale.

Taboola works with thousands of businesses who advertise directly on Realize, Taboola's powerful ad platform, reaching over 600 million daily active users across some of the best publishers in the world. Publishers like NBC News and Yahoo, and OEMs such as Samsung, Xiaomi and others, use Taboola's technology to grow audience and revenue, enabling Realize to offer unique data, specialised algorithms, and scale.

Taboola believes that Dianomi is an attractive business which is a natural fit for Taboola, with complementary publisher and advertiser relationships, and is complementary to Taboola's existing global footprint. Taboola believes that combining Dianomi with Taboola's global business will accelerate the realisation of Dianomi's strategic objectives and provide opportunities for revenue synergies and cost savings through increased scale and complementary offerings.

In particular, Taboola believes the Acquisition will bring significant strategic benefits for the combined group and its stakeholders, including both Taboola's and Dianomi's publishers and advertisers, including by:

- growing revenue by offering more opportunities for both advertisers and publishers to reach their business goals by utilising Taboola's large-scale, high-quality platform;

- driving better performance to group advertisers utilising Taboola's scale, global reach, technology and data assets alongside Dianomi's specialism and endemic, high-intent audiences on blue-chip publishers in the finance, business and lifestyle verticals;

- delivering higher yield for Dianomi's publishers utilising Taboola's direct global demand, technology and complementing solutions; and

- offering better content experiences for users of group publishers which drives additional page views and strengthens monetisation opportunities for the group and its partners.

Taboola believes that the Acquisition will significantly bolster its ability to provide performance advertisers with a highly specialised, premium ad network focused on finance, powered by Taboola's performance advertising platform Realize. Realize is a technology platform that helps advertisers achieve outcomes at scale, leveraging Taboola's unique supply, first-party data, and AI. Realize enables performance campaigns across many of the world's largest publishers.

More than 600 advertisers and publishers trust Dianomi to drive performance in its brand-safe environments. With Dianomi and Taboola together, Taboola believes that advertisers, especially those seeking to reach audiences in the business, finance and lifestyle sectors, will have more ways to connect with them to drive performance objectives.

Taboola believes that Dianomi's strategic fit is underpinned by aligned, customer-focused cultures built on trust. Taboola and Dianomi are both dynamic and entrepreneurial organisations who strive to be at the forefront of technical excellence and innovation within the advertising technology industry. Taboola believes that this will create an effective platform to deliver the benefits described above, and result in significant value to all stakeholders.

4. Recommendation

The Dianomi Board, which has been so advised by Panmure Liberum as to the financial terms of the Acquisition, considers the terms of the Acquisition to be fair and reasonable.

Accordingly, the Dianomi Board intends to recommend unanimously that Dianomi Shareholders vote, or procure the voting, to approve the Scheme at the Scheme Court Meeting and vote, or procure the voting, in favour of the Resolutions to be proposed at the General Meeting or, if (with the consent of the Panel) Bidco exercises its right to implement the Acquisition by way of a Takeover Offer, accept, or procure the acceptance of, such Takeover Offer as all of the Dianomi Directors who hold Dianomi Shares have irrevocably undertaken to do, or procure to be done, in respect of their own beneficial holdings (and procure to be done in respect of the beneficial holdings of their spouse, civil partner and/or related trusts) of 3,134,944 Dianomi Shares, in aggregate, representing approximately 10.4% of the Dianomi Shares in issue on the Last Practicable Date.

In providing its advice to the Dianomi Board, Panmure Liberum has taken into account the commercial assessments of the Dianomi Board. Panmure Liberum is providing independent financial advice to the Dianomi Board for the purposes of Rule 3 of the Code. Panmure Liberum has given and not withdrawn its consent to the inclusion in this Announcement of its advice to the Dianomi Board in the form and context in which it appears.

5. Background to and reasons for the recommendation

Dianomi has established a differentiated position within the digital advertising market over more than 20 years, connecting premium brands with highly valuable audiences through long-standing relationships with many of the world's leading business, financial and general news publishers. The Dianomi Board believes that the quality of these relationships, together with Dianomi's specialist expertise in premium contextual advertising, its proprietary technology and data, and the strength of its advertiser base, provide Dianomi with a strong platform from which to pursue its strategy as a standalone business.

In recent years, Dianomi has sought to broaden and strengthen its proposition in response to a rapidly evolving digital advertising landscape. This has included expanding from its historically native-led offering towards a broader multi-format platform, developing its programmatic capabilities and launching new products and services, including Audiences and Insights. The Dianomi Group has also continued to deepen relationships with major publishing partners and broaden its advertiser proposition into new verticals, such as premium lifestyle. The Dianomi Board believes that these initiatives demonstrate the underlying quality of the business and provide opportunities for future growth.

Dianomi also appreciates that, while the wider advertising market remains steady against an uncertain macroeconomic backdrop, consumers have begun to shift the way in which they discover and consume online content, including the increasing adoption of artificial intelligence and "zero-click" search functionality. To continue to compete effectively in this evolving landscape, the Dianomi Board recognises the need for ongoing investment in technology, data, artificial intelligence, product development and commercial capabilities.

Against this backdrop, the Dianomi Board believes that a combination with Taboola represents a strategic opportunity for Dianomi and its stakeholders. It is the Dianomi Board's view that Taboola's significantly greater scale, global reach, technology platform, data capabilities and extensive relationships across the advertiser and publisher ecosystems will provide a strong platform from which Dianomi's differentiated capabilities and premium financial and business audience can be developed further. In particular, the Dianomi Board believes that the combination has the potential to broaden the distribution and monetisation opportunities available to Dianomi's publisher partners, enhance the range of solutions available to advertisers and provide greater resources to invest in product innovation and respond to the evolving digital advertising landscape.

The Dianomi Board also believes that Dianomi's expertise in premium financial and business advertising, its established relationships with leading publishers and advertisers and its contextual technology and data capabilities are highly complementary to Taboola's broader platform and global scale. As part of the Enlarged Group, Dianomi would therefore have the opportunity to accelerate the development of its proposition while benefiting from the resources, technology and reach of a substantially larger global digital advertising business.

In considering the Acquisition, the Dianomi Board has weighed the prospects for Dianomi as an independent company, including the opportunities arising from its existing strategy and recent investments, against the risks associated with executing that strategy. In particular, the Dianomi Board has considered the uncertain macroeconomic backdrop and the investment and execution required to deliver Dianomi's longer-term growth ambitions.

The Dianomi Board also had regard to the environment facing small-capitalisation AIM-quoted technology companies, in which constrained liquidity and a persistent discount to intrinsic value are reflected in depressed share prices.

Against this background, the Dianomi Board considered a range of options for Dianomi, including continuing to pursue its strategy on a standalone basis, and concluded that the Acquisition represents a more attractive outcome for Dianomi Shareholders than the risks associated with independent execution of its growth strategy.

In reaching this conclusion, the Dianomi Board placed particular weight on the certainty of value offered by the Cash Consideration of 64 pence per Dianomi Share, which will be paid in full regardless of Dianomi's future trading performance or the outcome of the Assessment Process. The Cash Consideration represents a significant premium of approximately 68% to the Closing Price of 38.0 pence per Dianomi Share on the Last Practicable Date and a premium of approximately 350% to Dianomi's six month volume weighted average share price of 14.2 pence per Dianomi Share to the Last Practicable Date, which the Dianomi Board considers to be an attractive outcome relative to the risks relating to Dianomi's standalone growth prospects. The Dianomi Board also had regard to the high level of support for the Acquisition from Dianomi Shareholders as indicated by irrevocable commitments to vote in the favour of the Acquisition in respect of approximately 64.9% of the issued share capital.

The Dianomi Board has also considered that the Contingent Consideration Units provide Dianomi Shareholders with an opportunity to participate in further value of up to 24 pence per Dianomi Share, delivering potential upside without requiring Dianomi Shareholders to fund or bear the execution risk of the underlying commercial transition. Taken together with the Cash Consideration, the Maximum Consideration is up to 88 pence per Dianomi Share. The Dianomi Board is mindful that payment of additional consideration through the Contingent Consideration Units is subject to a subset of Dianomi's publishers adopting elements of Taboola Group's standard terms within the agreed time frame and subject to a minimum threshold as described in the terms of CCU Deed Poll and, accordingly, is highly dependent on factors which are outside of the control of Dianomi. Accordingly, there is no certainty and there can be no assurance that all or any Contingent Consideration Units will become payable in connection with the Acquisition. Taken together with the Cash Consideration, the Maximum Consideration delivers potential value to Dianomi Shareholders of up to 88 pence per Dianomi Share and represents a premium of approximately 132% to the Closing Price of 38.0 pence per Dianomi Share on the Last Practicable Date and a premium of approximately 519% to Dianomi's six month volume weighted average share price of 14.2 pence per Dianomi Share to the Last Practicable Date, which the Dianomi Board considers to be a substantial premium and an attractive outcome relative to Dianomi's standalone growth prospects.

Accordingly, the Dianomi Board intends to recommend unanimously the Acquisition to Dianomi Shareholders as set out in paragraph 4 above.

6. Irrevocable undertakings to vote in favour of the Acquisition

Taboola and Bidco have received irrevocable undertakings to vote, or procure the voting, in favour of the Scheme at the Scheme Court Meeting and vote, or procure the voting, in favour of the Resolutions to be proposed at the General Meeting (or, in the event that the Acquisition is implemented by way of a Takeover Offer under the Code, to accept, or procure the acceptance of, such Takeover Offer) from:

- each of those Dianomi Directors who are interested in Dianomi Shares (in a personal capacity, or in relation to which their spouses, civil partners and/or related trusts are or become interested) in respect of their beneficial holdings of, in aggregate, 3,134,944 Dianomi Shares, representing approximately 10.4% of the Dianomi Shares in issue on the Last Practicable Date; and
- each of Scobie Dickinson Ward, BGF Investments LP (acting by its manager BGF Investment Management Limited), Raphael Queisser and Robert Cabell de Marcellus, in respect of 19,473,721 Dianomi Shares, representing, in aggregate, approximately 64.9% of the Dianomi Shares in issue on the Last Practicable Date.

In total, therefore, Taboola and Bidco have received irrevocable undertakings to approve the Scheme at the Scheme Court Meeting and vote in favour of the Resolutions to be proposed at the General Meeting (or, in the event that the Acquisition is implemented by way of a Takeover Offer under the Code, to accept or procure the acceptance of such Takeover Offer) in respect of 22,608,665 Dianomi Shares representing, in aggregate, approximately 75.3% of the Dianomi Shares in issue on the Last Practicable Date.

Further details of the irrevocable undertakings received by Taboola and Bidco (including details of the circumstances in which the irrevocable undertakings will cease to be binding) are set out in Appendix III to this Announcement.

7. Management, employees and business of Dianomi

Strategic plans for Dianomi

As set out in paragraph 3 (*Background to and reasons for the Acquisition*) above, Taboola believes that Dianomi's offering is complementary with its existing business, and, combined with Taboola's global scale, technology and demand, the Enlarged Group would be positioned to thrive in the current advertising technology sector. As such, following completion of the Acquisition, Taboola intends to integrate Dianomi's business into Taboola's existing business in order to benefit from the synergies offered by the Enlarged Group.

Taboola is supportive of Dianomi's current strategy and premium offering and looks forward to working with Dianomi's key stakeholders, including its publishers and advertisers, within the Enlarged Group. Taboola has a range of industry-leading products and looks forward to working with Dianomi's stakeholders to realise the benefits of Taboola's global platform.

Taboola has worked closely with Dianomi's senior management to understand the key areas of Dianomi's strategy and management's plans for the business. Following completion of the Acquisition, Taboola intends to work with Dianomi's senior management to carry out a full evaluation of Dianomi's business and operations, in order to optimise the Enlarged Group and achieve the anticipated benefits of the Acquisition.

Employees and management

Taboola attaches great importance to the skill and experience of Dianomi's management and employees and believes they will benefit from greater opportunities as part of the Taboola Group. Following completion of the Acquisition, Taboola intends to approach employee and management integration with the aim of retaining and motivating the best talent across the Enlarged Group. Taboola has extensive integration experience and recognises that the contribution of the employees and management of Dianomi will be key to success going forward.

Taboola's preliminary evaluation work to identify operational efficiencies for the Enlarged Group has confirmed the potential to generate cost savings for the Enlarged Group through corporate, administrative, and support function efficiencies, including indirect cost savings related to the cessation of Dianomi's status as a public listed company and potential limited reduction in headcount, which is not expected to be material in the context of Dianomi's overall headcount. To the extent there are any headcount reductions, these will be subject to comprehensive planning and appropriate engagement with stakeholders, including any affected employees.

The non-executive directors of Dianomi will resign from office as directors of Dianomi with effect from the Effective Date.

Existing employment rights and pensions

Taboola and Bidco confirm that, following the Scheme becoming Effective, the existing contractual and statutory employment rights, including in relation to pensions and any other employment benefits, of all Dianomi employees and management will be safeguarded in accordance with applicable law.

Taboola and Bidco further confirm that they do not intend to make any change to Dianomi's existing pension arrangements, including with regard to employer contributions into such schemes, the accrual of benefits for existing members and the admission of new members. In addition, they do not envisage a material change in the conditions of employment of the management and employees of Dianomi nor, save as described in this paragraph 7, make any material changes to the balance of the skills and functions of Dianomi's employees.

Incentivisation arrangements

Taboola and Bidco have not entered into, and have not had discussions on proposals to enter into, any form of incentivisation arrangements with Dianomi's senior management nor will they do so prior to completion of the Acquisition. Following the proposed post-Acquisition review described above, Taboola and Bidco intend to consider and, if appropriate, put in place appropriate incentivisation arrangements for Dianomi's senior management consistent with market practice.

Locations, headquarters, research and development and fixed assets

Following completion of the Acquisition, New York City, United States, will become the Enlarged Group's global headquarters. Taboola does not envisage any changes to the Enlarged Group's material business locations as a result of the Acquisition, although there may be a rationalisation of certain smaller or duplicative offices and functions. In particular, the operations of, and people employed by, Dianomi's U.S. subsidiary may be transferred to an existing Taboola office location in New York and U.S. entity within the Taboola Group. Dianomi has no dedicated research and development function and does not have significant fixed assets.

Trading facilities and re-registration

Dianomi's shares are currently traded on AIM and, as set out in paragraph 15 (*Cancellation of trading on AIM*) below, a request will be made to the London Stock Exchange to cancel trading in Dianomi's shares on AIM, to take effect from or shortly after the Effective Date.

As a result of the cancellation of trading in Dianomi's shares on AIM, the Enlarged Group expects to achieve savings from Dianomi no longer having to comply with its ongoing public company reporting and corporate governance obligations. In this regard, as noted above, it is intended that the non-executive directors of Dianomi will resign on or shortly following completion of the Acquisition.

Following completion of the Acquisition and cancellation of trading in Dianomi's shares on AIM, Bidco expects to re-register Dianomi as a private company.

Post-offer undertakings

No statements in this paragraph 7 constitute "post-offer undertakings" for the purposes of Rule 19.5 of the Code.

8. Information on Taboola and Bidco

Taboola

Taboola (Nasdaq: TBLA) is a global leader in delivering performance at scale for advertisers. Taboola empowers businesses to grow through performance advertising technology that goes beyond search and social and delivers measurable outcomes at scale.

Taboola works with thousands of businesses who advertise directly on Realize, Taboola's powerful ad platform, reaching over 600 million daily active users across some of the best publishers in the world. Publishers like NBC News and Yahoo, and OEMs such as Samsung, Xiaomi and others use Taboola's technology to grow audience and revenue, enabling Realize to offer unique data, specialised algorithms, and unmatched scale.

The shares of Taboola have been listed on Nasdaq since 2021 under the symbol TBLA. For the financial year ended 31 December 2025, Taboola reported revenue of $1.91 billion and operating profit before tax of $32.8 million.

Bidco

Bidco is a wholly-owned subsidiary of Taboola, incorporated in England and Wales on 26 June 2012. Bidco develops and operates an online content distribution and discovery platform which connects publishers, content providers and readers through personalised recommendation of video, photos and textual content, and also operates as a holding company of a number of the Taboola Group's other operating businesses.

9. Information on Dianomi

Dianomi, established in 2003, is a leading provider of digital advertising services to premium clients in the business, finance and lifestyle sectors. The Dianomi Group operates from its offices in London, New York and Sydney. Dianomi enables premium brands to deliver advertisements to a targeted audience on the desktop and mobile websites, mobile and tablet applications of premium publishers. It provides premium advertisers, including blue chip names such as Charles Schwab, Invesco and Bank of America, with access to large, high intent audiences of over 400 million devices per month through its partnerships with over 250 premium publishers, including blue chip names such as Reuters, CNN Business, the Times and WSJ. Adverts served are contextually relevant to the content of the webpages on which they appear and mirror the style of the page, which enhances reader engagement.

The ordinary shares of Dianomi have been traded on AIM since 2021 under the symbol AIM:DNM. For the financial year ended 31 December 2025, Dianomi reported revenue of £27.4 million, operating loss of £0.3 million and loss before tax of £0.8 million. As at 30 June 2026, Dianomi had cash of £6.0 million.

10. Financing of the Acquisition

The Cash Consideration payable by Bidco under the terms of the Acquisition will be funded from existing cash resources of the Taboola Group. RBC Capital Markets, financial adviser to Taboola and Bidco, is satisfied that sufficient cash resources are available to Bidco to enable it to satisfy, in full, the payment of the Cash Consideration in connection with the Acquisition.

Bidco has not been required to confirm, and has not confirmed, that resources are available to satisfy payments under the Contingent Consideration Units. It is anticipated that any payments under the Contingent Consideration Units will be funded from ongoing cash flow and cash resources of the Taboola Group. Scheme Shareholders will be at risk if, for any reason, these payment obligations were unable to be satisfied by Bidco.

11. Details of the Contingent Consideration Units and Loan Notes

Dianomi Shareholders are strongly advised to read this paragraph 11 of this Announcement in full.

Dianomi Shareholders should obtain their own independent professional legal, financial and tax advice in relation to the acquisition and holding of Contingent Consideration Units and/or Loan Notes in the light of their own particular circumstances. Dianomi Shareholders should be aware that the value of the Contingent Consideration Units will be uncertain until the end of the Reference Period and may be zero. The Code does not apply to the Contingent Consideration Units or Loan Notes following the Effective Date.

Contingent Consideration Units

Under the terms of the Scheme, each Scheme Shareholder (other than Restricted Overseas Shareholders) will receive one Contingent Consideration Unit for each Scheme Share. The Contingent Consideration Units have been constituted by a deed poll entered into by Bidco on the date of this Announcement. Under the terms of the CCU Deed Poll each Contingent Consideration Unit shall entitle its holder to one Loan Note. The principal value of each Loan Note that the CCU Holder may be entitled to (being the Loan Note Principal Value), and therefore the amount of cash ultimately payable to a Loan Note holder upon redemption of their Loan Notes on the Loan Note Payment Date, shall be determined by way of an Assessment Process in accordance with the terms of the CCU Deed Poll.

The Contingent Consideration Units will not represent any equity or ownership interest in Bidco, and accordingly will not confer on the CCU Holder any right to attend, speak at or vote at any meeting of the shareholders of Bidco or right to any dividends or right to any return of capital by Bidco.

The Contingent Consideration Units will be unsecured and non-transferable, other than in certain limited circumstances specified in the CCU Deed Poll. The Contingent Consideration Units have not been, and will not be, listed on any stock exchange and no regulatory clearances in respect of the Contingent Consideration Units have been, or will be, applied for in any jurisdiction. No prospectus, registration document or similar will be prepared in connection with the issue of the Contingent Consideration Units in respect of any jurisdiction. The Contingent Consideration Units will be governed by English law and will be issued in certificated form.

Scheme Shareholders may not be entitled to the Contingent Consideration Units, the Loan Notes or the amounts which may be payable thereon if their registered address is in a jurisdiction where (i) in the reasonable opinion of Bidco, local laws or regulations may result in a significant risk of civil, regulatory or criminal exposure, or Bidco reasonably believes that it would be unduly onerous to comply with such local laws or regulations, if an offer of the Contingent Consideration Units or Loan Notes is made in that jurisdiction and/or any other jurisdiction in which it is illegal to issue the Contingent Consideration Units or Loan Notes to Scheme Shareholders or for Scheme Shareholders to hold Contingent Consideration Units or Loan Notes or where any qualification of the Contingent Consideration Units or Loan Notes under applicable laws or regulations would be required, or (ii) if they are a US Person or located in the United States. In such circumstances, Bidco intends under the terms of the Scheme to pay any such Restricted Overseas Shareholders an amount equal to the amount that such Scheme Shareholder would have received (if any) under the Contingent Consideration Units and the Loan Notes (subject to the terms and conditions of the CCU Deed Poll and the Loan Note Instrument as if they applied for determining and paying such amount).

The Contingent Consideration Units are complex instruments and a number of factors will determine whether any amount will actually be paid to Scheme Shareholders on the redemption of the Loan Notes. The Loan Note Principal Value may be zero and is capped at a maximum of 24 pence.

Subject to agreement on, or determination of, the Loan Note Principal Value, Bidco shall enter into the Loan Note Instrument. The Loan Note Principal Value will be determined by the Assessment Process set out in the CCU Deed Poll and summarised below, following which, each CCU Holder (other than Restricted Overseas CCU Holders) will either receive one Loan Note for each Contingent Consideration Unit held by such CCU Holder or, if the results of the Assessment Process are such that the Loan Note Principal Value is agreed or determined to be zero, no Loan Notes will be issued, and in these circumstances the CCU Holders will not receive any additional consideration under the terms of the CCU Deed Poll. In these circumstances, the value of each Contingent Consideration Unit would be zero.

Dianomi Shareholders should be aware that, from the Effective Date, Bidco will have control over the day-to-day operations of Dianomi, including in negotiations with publishers, subject to the provisions of the CCU Deed Poll. Under the terms of the CCU Deed Poll, on and from the Effective Date, Bidco has undertaken to use commercially reasonable efforts to procure that each of the Agreed Dianomi Publishers and the relevant members of the Dianomi Group enter into New Publisher Agreements on or before the end of the Reference Period, to provide a monthly update to the CCU Representatives of any material aspect of the discussions and negotiations with each Agreed Dianomi Publisher, to operate the Wider Dianomi Group's business in the ordinary course of business and not to take (or omit to take) any action in bad faith for the purpose of circumventing the payment of, restricting the payment of, or artificially reducing the amount of, the Loan Note Principal Value payable to the CCU Holders. Further details in respect of the Contingent Consideration Units and Loan Notes will be contained in the Scheme Circular.

If, prior to the Loan Note Issue Date, certain winding up events occur in respect of Bidco, Bidco will issue Loan Notes to the CCU Holders (other than Restricted Overseas CCU Holders) (with each such CCU Holder being entitled to one Loan Note for every Contingent Consideration Unit held by them), with each such Loan Note having a principal value of 24 pence, and such Loan Notes shall become redeemable immediately upon the occurrence of the relevant winding up event, at which time the principal value shall be repaid.

*Assessment process (the "**Assessment Process**")*

In summary, the calculation of the Loan Note Principal Value shall be based on an assessment of (i) the Agreed Dianomi Publisher Agreements which have, during the Reference Period, been amended or replaced with New Publisher Agreements; and (ii) the net revenue generated by Dianomi (after paying pass-through costs to the Agreed Dianomi Publishers) during the Revenue Calculation Period from Agreed Dianomi Publishers operating by or under the New Publisher Agreements by the end of the Revenue Calculation Period as compared with the net revenue forecast for all Agreed Dianomi Publishers for the Revenue Calculation Period.

As set out below, the Loan Note Principal Value shall be calculated by reference to the aggregate net revenue generated by Dianomi (after paying pass-through costs to the Agreed Dianomi Publishers) during the Revenue Calculation Period from Agreed Dianomi Publishers operating by or under the New Publisher Agreements by the end of the Revenue Calculation Period, as a percentage of the aggregate net revenue forecast (such forecast to be in Agreed Form) to be generated by Dianomi (after paying pass-through costs to publishers) during the Revenue Calculation Period by or under the Agreed Dianomi Publisher Agreements (where such net revenue forecast will depend on the Agreed Dianomi Publishers and the period of time covered by the Reference Period).

The principal value of each Loan Note to be issued pursuant to the Loan Note Instrument will be calculated as follows:

"**Loan Note Principal Value**" in pence = X

where:

X = a number (rounded, if necessary, to the nearest three decimal places) between zero and 24 and calculated on a straight-line basis dependent upon the extent to which the Relevant Percentage falls between 50% and 100% and where, for the avoidance of doubt:

(i) the Relevant Percentage is 50% or less, X shall equal zero;

(ii) the Relevant Percentage is 75%, X shall equal 12; and

(iii) the Relevant Percentage is 100% or more, X shall equal 24.

The "**Relevant Percentage**" referred to above shall be calculated by taking:

(i) the aggregate net revenue generated by Dianomi (after paying pass-through costs to the Agreed Dianomi Publishers) during the Revenue Calculation Period from Agreed Dianomi Publishers operating by or under the New Publisher Agreements by the end of the Revenue Calculation Period; as a percentage of

(ii) the aggregate net revenue forecast (such forecast to be in Agreed Form) to be generated by Dianomi (after paying pass-through costs to publishers) during the Revenue Calculation Period by or under the Agreed Dianomi Publisher Agreements (where such net revenue forecast will depend on the Agreed Dianomi Publishers and the period of time covered by the Reference Period).

Prior to the Effective Date, Dianomi will appoint two individuals as CCU Representatives to act on behalf of the CCU Holders in reviewing the calculation of the Loan Note Principal Value and resolving any disagreement with Bidco in respect of that calculation. The Assessment Process described above does not allow for the exercise of any discretion on the part of Bidco or the CCU Representatives.

Bidco shall prepare and deliver to the CCU Representatives the calculation of the Loan Note Principal Value for review no later than 5.00 p.m. on the date which falls 30 days after the end of the Reference Period. The CCU Representatives will review that calculation and, if they do not agree with it within 10 CCU Business Days of receipt, either CCU Representative shall notify Bidco of its objections and that CCU Representative and Bidco shall meet, discuss and use their respective reasonable endeavours to resolve, in good faith, the points of disagreement. If the parties cannot resolve the disputed matters within a further 10 CCU Business Days, either party may refer such dispute to a senior independent chartered accountant, acting as expert and not as arbitrator, whose determination will be final and binding (in the absence of clear or manifest error) on Bidco and the CCU Holders.

The CCU Representatives will be entitled to such information as they may reasonably require to review the calculation of the Loan Note Principal Value, and, subject to Bidco's consent (not to be unreasonably withheld or delayed), to appoint legal, financial, accounting or other advisers to assist them. Bidco will reimburse the CCU Representatives' reasonable and properly incurred costs and expenses and each CCU Representative will benefit from an indemnity from Bidco, and limited liability, in each case in respect of actions taken in their capacity as a CCU Representative, save in certain specified circumstances (including cases of fraud, wilful default or gross negligence).

Save where the Loan Note Principal Value is zero (or any negative number), within 14 days of agreement or determination of the Loan Note Principal Value referred to above, Bidco shall issue the Loan Notes to the CCU Holders (other than Restricted Overseas CCU Holders) (with each such CCU Holder being entitled to one Loan Note for each Contingent Consideration Unit held by them) (the date of such issuance being the "**Loan Note Issue Date**"), with each Loan Note being in a principal amount equal to the Loan Note Principal Value.

Loan Notes

The Loan Notes will be unsecured and non-transferable, other than in certain limited circumstances specified in the Loan Note Instrument. The Loan Notes have not been, and will not be, listed on any stock exchange and no regulatory clearances in respect of the Loan Notes have been, or will be, applied for in any jurisdiction. No prospectus, registration document or similar will be prepared in connection with the issue of the Loan Notes in respect of any jurisdiction. The Loan Notes will be governed by English law and will be issued in certificated form.

No interest shall be payable on the Loan Notes, other than in circumstances where Bidco is in default of its payment obligations under the terms of the Loan Note Instrument. Each Loan Note shall have a term which ends on the Loan Note Payment Date. On redemption the Loan Note Principal Value will be paid in cash to the holders of the Loan Notes and the Loan Notes will be automatically cancelled.

The Loan Notes will be issued in accordance with the terms of the CCU Deed Poll and Loan Note Instrument. On the expiry of the term, Bidco will redeem the outstanding Loan Notes for cash. All payments to be made by Bidco in respect of the Loan Notes shall be rounded, if necessary, to the nearest pence. A holder of the Loan Notes may not opt to redeem any of his notes prior to the expiry of the term.

Full details of the Loan Notes will be contained in the Scheme Circular.

The Panel has determined that an estimate of the value of the Contingent Consideration Units and Loan Note in accordance with Rule 24.11 of the Code is not required to be included in the Scheme Circular.

12. Dianomi Share Plans

Dianomi and Bidco have agreed that, in relation to options and awards to acquire Dianomi Shares granted under the Dianomi Share Plans, Bidco will make appropriate proposals to the holders of such options and awards in accordance with Rule 15 of the Code. Further details of these proposals will be set out in the Scheme Circular and communicated in separate letters to be sent to participants in the Dianomi Share Plans in due course.

13. Offer-related arrangements

Confidentiality Agreement

Dianomi and Taboola have entered into the Confidentiality Agreement, pursuant to which each party has undertaken, amongst other things, to: (i) keep certain non-public or proprietary information confidential and not to disclose it to third parties (other than certain permitted parties) unless required by law or regulation; and (ii) use the confidential information only in connection with a potential business relationship of mutual interest. The confidentiality obligations remain in force for a period of two years from the date of last disclosure of confidential information by either party (except in the case of obligations of confidentiality of trade secrets, which will remain in effect so long as the trade secret is non-public).

Standstill Agreement

Taboola and Dianomi have entered into the Standstill Agreement which contains provisions restricting Taboola, its affiliates and concert parties from, amongst other things, acquiring or offering to acquire interests in the Dianomi Shares. The standstill restrictions ceased to apply on the making of this Announcement.

Clean Team Agreement

Taboola and Dianomi have entered into the Clean Team Agreement which contains provisions setting out the procedure for the sharing of commercially sensitive information about the Dianomi Group with Taboola during a due diligence exercise to ensure that the exchange of such commercially sensitive information remains compliant with antitrust laws.

Co-operation Agreement

Bidco and Dianomi have entered into the Co-operation Agreement, pursuant to which, among other things:

- Bidco and Dianomi have noted their intention to implement the Acquisition by way of the Scheme, subject to the ability of Bidco to proceed by way of a Takeover Offer in the circumstances described in paragraph 19 (*General*) below. Bidco has agreed to provide Dianomi with information, assistance and access for the preparation of the Scheme Circular and any other document required under the Code or by other applicable law.

- Bidco shall be responsible for determining, after consultation in good faith with Dianomi and considering Dianomi's requests and comments (provided that Bidco shall be under no obligation to accept any requests or comments from Dianomi), the strategy to be pursued for satisfying the regulatory conditions and obtaining any other clearances. Bidco has agreed to use its reasonable endeavours, and procure that the members of the Taboola Group use their respective reasonable endeavours, to secure the satisfaction of the regulatory conditions and obtain any other clearances as soon as reasonably practicable following the date of the Co-operation Agreement and, in any event, in sufficient time so as to enable the Effective Date to occur by the Longstop Date. Bidco and Dianomi have agreed to certain undertakings to co-operate and provide each other with reasonable information and assistance to secure the satisfaction of the regulatory conditions and obtain any other clearances.

- The Dianomi Board has agreed to exercise its discretion to waive the performance conditions applicable to certain share options under the Dianomi Share Plans in order to allow certain optionholders to participate in the Acquisition (and as a consequence the Co-operation Agreement contains provisions that will apply in respect of such Dianomi Share Plans and certain other employee incentive arrangements).

- Bidco has the right, with the consent of the Panel (if required), to elect to implement the Acquisition by way of a Takeover Offer rather than the Scheme if: (i) Dianomi provides its prior written consent; (ii) a third party announces a possible or firm intention to make an offer for the issued and to be issued ordinary share capital of Dianomi in accordance with the Code; or (iii) a Dianomi Adverse Board Recommendation Change (as defined therein) occurs, and the Co-operation Agreement contains certain provisions that will apply in the event of any Agreed Switch (as defined therein).

The Co-operation Agreement shall be terminated with immediate effect in certain circumstances, including, among others: (i) if agreed in writing between Bidco and Dianomi at any time prior to the Effective Date; (ii) if the Acquisition is, with the permission of the Panel (if required), withdrawn or lapses or terminates in accordance with its terms prior to the Longstop Date (other than in certain limited circumstances); (iii) unless otherwise agreed by Bidco and Dianomi in writing or requested by the Panel, if the Effective Date has not occurred on or before the Longstop Date; or (iv) on the Effective Date.

Bidco has the right to terminate the Co-operation Agreement if, among other things: (i) the Scheme Circular (or offer document, as the case may be) does not include the Dianomi Board's recommendation of the Acquisition; (ii) Dianomi announces prior to the publication of the Scheme Circular that the Dianomi Directors no longer intend to make such recommendation or intend adversely to modify or qualify such recommendation; (iii) Dianomi announces that it will not convene the Scheme Court Meeting or the General Meeting or that it does not intend to post the Scheme Circular; (iv) the Dianomi Directors otherwise withdraw, adversely modify or adversely qualify such recommendation; or (v) any Condition which has not been waived is (or has become) considered by Bidco (acting reasonably) as incapable of satisfaction by the Longstop Date and, notwithstanding that Bidco has the right to waive such Condition, Bidco (acting reasonably) will not do so.

In addition, either party has the right to terminate the Co-operation Agreement if the requisite Resolutions are not passed at the General Meeting or if the Scheme is not approved at the Scheme Court Meeting.

14. Structure of and Conditions to the Acquisition

It is intended that the Acquisition will be implemented by means of a Court-sanctioned scheme of arrangement of Dianomi under Part 26 of the Companies Act. The Scheme is an arrangement between Dianomi and the Scheme Shareholders. The procedure involves, among other things, an application by Dianomi to the Court to sanction the Scheme. The purpose of the Scheme is to provide for Bidco, a wholly-owned subsidiary of Taboola, to become the owner of the entire issued and to be issued share capital of Dianomi on the Effective Date, in consideration for which Scheme Shareholders will receive Cash Consideration on the basis set out in paragraph 2 above and the Contingent Consideration Units on the basis set out in paragraph 11 above.

The Acquisition is subject to the Conditions and the further terms set out in Appendix I to this Announcement and to the full terms and conditions to be set out in the Scheme Circular, and will only become Effective if, among other things, the following events occur on or before the Longstop Date:

- a resolution to approve the Scheme is passed by a majority in number of Scheme Shareholders present and voting (and entitled to vote) at the Scheme Court Meeting, either in person or by proxy, representing not less than three-quarters in value of the Scheme Shares held by those Scheme Shareholders;

- the Resolutions are passed (by the requisite majority of Dianomi Shareholders required to pass such resolutions) at the General Meeting;

- the satisfaction or waiver of the CMA Condition (as detailed further below);

- following the Scheme Court Meeting and General Meeting, the Scheme is sanctioned by the Court (without modification, or with modification on terms agreed by Bidco and Dianomi); and

- following such sanction, a copy of the Scheme Court Order is delivered to the Registrar of Companies of England and Wales.

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 Panel. Certain Conditions are not subject to this requirement. Further details are set out in Parts 1 and 2 of Appendix I.

The CMA Condition

The attention of Dianomi Shareholders is specifically drawn to the CMA Condition, which, in light of the time and cost (relative to deal value) of a Phase 2 CMA Reference, the disruption to both the Taboola and Dianomi businesses that it would cause and the low probability of clearance being obtained by the Longstop Date, is of material significance to Taboola and Bidco in the context of the Acquisition.

The CMA Condition has been included following specific negotiation between Dianomi and Bidco, and to take account of the particular circumstances of Taboola and Bidco and of the Acquisition.

While Dianomi and Bidco are confident in the approach to obtaining a no further questions response from the CMA and to satisfying the CMA Condition, Dianomi Shareholders should note that if there is a Phase 2 CMA Reference and Taboola and Bidco do not agree to undergo a Phase 2 CMA Reference, Bidco intends to seek the Panel's consent to invoke the CMA Condition in accordance with Rule 13.5(a) of the Code to lapse the Acquisition. This approach has been discussed with and acknowledged by Dianomi.

A decision by the Panel on whether to permit Bidco to invoke a Condition under Rule 13.5(a) of the Code would be judged by the Panel in accordance with Rule 13.5 of the Code by reference to the facts at the time that the relevant circumstances arise, including the views of the Dianomi Board at that time.

Effect of the Scheme

Upon the Scheme becoming Effective:

- it will be binding on all Dianomi Shareholders, irrespective of whether or not they attended or voted at the Scheme Court Meeting and the General Meeting (and, if they attended and voted, whether or not they voted in favour of the Scheme at the Scheme Court Meeting or in favour of or against the resolution(s) at the General Meeting); and

- share certificates (if any) in respect of Dianomi Shares will cease to be of value and should be destroyed and entitlements to Dianomi Shares held within the CREST system will be cancelled. The Cash Consideration for the transfer to Bidco of the Scheme Shares will be despatched to Scheme Shareholders no later than 14 days after the Effective Date.

Any Dianomi Shares issued before the Scheme Record Time will be subject to the terms of the Scheme. The Resolution(s) to be proposed at the General Meeting will, amongst other matters, provide that the articles of association of Dianomi be amended to incorporate provisions requiring any Dianomi Shares issued after the Scheme Record Time (other than to Bidco and/or its nominees) to be automatically transferred to Bidco (or its nominees) on the same terms as the Acquisition (other than terms as to timings and formalities). The provisions of the articles of association of Dianomi (as amended) will avoid any person (other than Bidco and its nominees) holding shares in the capital of Dianomi after the Effective Date.

If the Scheme does not become Effective on or before the Longstop Date it will lapse and the Acquisition will not proceed (unless the Panel otherwise consents).

The Scheme Circular will include full details of the Scheme, together with notices of the Scheme Court Meeting and the General Meeting. The Scheme Circular will also contain the expected timetable for the Acquisition, and will specify the necessary actions to be taken by Dianomi Shareholders. It is expected that the Scheme Circular together with Forms of Proxy will be posted to Dianomi Shareholders and, for information only, to persons with information rights and to participants in the Dianomi Share Plans as soon as practicable and in any event within 28 days from the date of this Announcement. Accordingly, it is expected that the Scheme Court Meeting and the General Meeting will take place in November 2026. Subject, among other things, to the satisfaction or waiver of the Conditions (in particular the CMA Condition highlighted in paragraph 14), and the further terms set out in Appendix I to this Announcement (and to be set out in full in the Scheme Circular), it is expected that the Scheme will become Effective before the end of 2026.

15. Cancellation of trading on AIM and re-registration

Prior to the Scheme becoming Effective, Dianomi will make an application to the London Stock Exchange for the cancellation of the admission to trading of Dianomi Shares on AIM, to take effect from or shortly after the Effective Date. The last day of dealings in, and registration of transfers of, Dianomi Shares (other than the registration of the transfer of the Scheme Shares to Bidco pursuant to the Scheme) on AIM is expected to be the Business Day prior to the Effective Date and no transfers are expected to be registered after 6.00 p.m. (London time) on that date.

It is also intended that, following the Scheme becoming Effective, Dianomi will be re-registered as a private company under the relevant provisions of the Companies Act.

16. Disclosure of interests in Dianomi Shares

Save in respect of the irrevocable undertakings referred to above, as at the close of business on the Last Practicable Date neither Bidco nor any directors of Bidco, nor, so far as Bidco is aware, any person acting in concert with Bidco, had any interest in, right to subscribe for, or had borrowed or lent any Dianomi Shares or securities convertible or exchangeable into Dianomi Shares, nor did any such person have any short position (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 take delivery or any dealing arrangement of the kind referred to in Note 11 of the definition of acting in concert in the Code, in relation to Dianomi Shares or in relation to any securities convertible or exchangeable into Dianomi Shares.

In the interests of secrecy prior to this Announcement, Bidco has not made any enquiries in respect of the matters referred to in this paragraph of certain parties who may be deemed by the Panel to be acting in concert with Bidco for the purposes of the Scheme. Enquiries of such parties will be made as soon as practicable following the date of this Announcement and any disclosure in respect of such parties will be disclosed as soon as possible via a Regulatory Information Service.

17. Overseas shareholders

The availability of the Acquisition and the distribution of this Announcement to persons not resident in the United Kingdom may be affected by the laws and regulations of the relevant jurisdiction. Such persons should inform themselves about, and observe, any applicable legal or regulatory requirements. Dianomi Shareholders who are in any doubt regarding such matters should consult an appropriate independent professional adviser in the relevant jurisdiction without delay.

This Announcement does not constitute an offer for sale of any securities or an offer or an invitation to purchase any securities. Dianomi Shareholders are advised to read carefully the Scheme Circular and the Forms of Proxy once these have been dispatched.

18. Documents available on website

Copies of the following documents will, no later than 12 noon on 21 September 2026, be available (subject to certain restrictions relating to persons residing in Restricted Jurisdictions), on Dianomi's website at https://www.dianomi.com/ and on Taboola's website at https://investors.taboola.com/ until the end of the Offer Period:

- this Announcement;
- the irrevocable undertakings referred to in paragraph 6 above (further details of which are set out in Appendix III of this Announcement);
- the CCU Deed Poll and the Loan Note Instrument described in paragraph 11 above;
- the Confidentiality Agreement referred to in paragraph 13 above;
- the Standstill Agreement referred to in paragraph 13 above;
- the Clean Team Agreement referred to in paragraph 13 above; and
- the Co-operation Agreement referred to in paragraph 13 above.

The contents of Dianomi's and Taboola's websites are not incorporated into and do not form part of this Announcement.

19. General

The Acquisition will be made on the terms and subject to the Conditions (in particular the CMA Condition highlighted in paragraph 14) and further terms set out in Appendix I and to the full terms and conditions to be set out in the Scheme Circular when issued and such further terms as may be required to comply with the provisions of the Code.

Bidco reserves the right, subject to Panel consent and, where relevant, the terms of the Co-operation Agreement, to elect to implement the Acquisition by way of a Takeover Offer as an alternative to the

Scheme.

If the Acquisition is implemented by way of a Takeover Offer, the Acquisition will be implemented on substantially the same terms as those which would apply to the Scheme (subject to appropriate amendments and the terms of the Co-operation Agreement) and, in particular, the acceptance condition applicable to the Acquisition shall be set at 90% of the shares to which such Takeover Offer relates (or such other percentage (being more than 50% of the voting rights normally exercisable at a general meeting of Dianomi) as Bidco may decide (subject to the Panel's consent)).

If the Acquisition is effected by way of a Takeover Offer and such Takeover Offer becomes or is declared unconditional and sufficient acceptances are received, Taboola intends to: (i) make an application to the London Stock Exchange for the cancellation of the admission to trading of Dianomi Shares on AIM; and (ii) exercise its rights to apply the provisions of Chapter 3 of Part 28 of the Companies Act to acquire compulsorily the remaining Dianomi Shares in respect of which the Takeover Offer has not been accepted.

Other than under the Co-operation Agreement, there are no agreements or arrangements to which Bidco is a party which relate to the circumstances in which it may or may not seek to invoke any of the Conditions to the implementation of the Acquisition.

The Acquisition will be governed by English law and will be subject to the jurisdiction of the courts of England and Wales. The Acquisition will be subject to the applicable requirements of the Code, the Panel, the London Stock Exchange, the AIM Rules, the FCA, the Court and the Registrar of Companies.

The sources of certain financial information and bases of calculation contained in this Announcement are set out in Appendix II. Certain terms used in this Announcement are defined in Appendix IV.

Each of RBC Capital Markets and Panmure Liberum has given and not withdrawn its consent to the inclusion in this Announcement of references to its name in the form and context in which they appear.

The person responsible for making this Announcement on behalf of Dianomi is Charlotte Stranner, Chief Financial Officer.

Enquiries:

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Davis Polk & Wardwell London LLP are retained as legal advisers to Taboola and Bidco. K&L Gates LLP are retained as legal advisers to Dianomi.

Further information

This Announcement is for information purposes only and is not intended to and does not constitute, or form part of, any offer, invitation or the solicitation of an offer to purchase, otherwise acquire, subscribe for, sell or otherwise dispose of any securities, or the solicitation of any vote or approval in any jurisdiction, pursuant to the Acquisition or otherwise nor shall there be any sale, issuance or transfer of securities of Dianomi in any jurisdiction in contravention of applicable law. Further, this Announcement does not constitute a prospectus or a prospectus equivalent document.

The Acquisition will be implemented solely by means of the Scheme Circular (or if the Acquisition is implemented by way of a Takeover Offer, the offer document), which will contain the full terms and conditions of the Acquisition including details of how to vote in respect of the Acquisition. Any vote in respect of the Scheme (or, if applicable, acceptance of the Takeover Offer) or other response in relation to the Acquisition should be made only on the basis of the information contained in the Scheme Circular (or, if applicable, the offer document). Each Dianomi Shareholder is urged to consult its independent professional adviser immediately regarding the tax consequences to it (or to its beneficial owners) of the Acquisition.

Financial advisers

RBC Europe Limited (trading as RBC Capital Markets) which is authorised by the Prudential Regulation Authority and regulated by the FCA and the Prudential Regulation Authority in the United Kingdom, is acting for Taboola and Bidco and no one else in connection with the matters referred to in this Announcement and will not be responsible to anyone other than Taboola and Bidco for providing the protections afforded to clients of RBC Capital Markets or for providing advice in connection with matters referred to in this Announcement. Neither RBC Europe Limited nor any of its affiliates, directors or employees owes or accepts any duty, liability or responsibility whatsoever (whether direct or indirect, consequential, whether in contract, tort, in delict, under statute or otherwise) to any person who is not a client of RBC Europe Limited in connection with this Announcement or any matter referred to herein.

Panmure Liberum Limited ("**Panmure Liberum**"), which is authorised and regulated in the United Kingdom by the FCA, is acting as financial adviser exclusively for Dianomi and no one else in connection with the matters set out in this Announcement and will not be responsible to any person other than Dianomi for providing the protections afforded to clients of Panmure Liberum, nor for providing advice in relation to the content of this Announcement or any matter referred to herein. Neither Panmure Liberum nor any of its subsidiaries, branches or affiliates owes or accepts any duty, liability or responsibility whatsoever (whether direct or indirect, whether in contract, in tort, under statute or otherwise) to any person who is not a client of Panmure Liberum in connection with this Announcement, any statement contained herein or otherwise.

Notice to overseas shareholders

General

The release, publication or distribution of this Announcement in or into jurisdictions other than the United Kingdom may be restricted by law and therefore any persons who are subject to the laws of any jurisdiction other than the United Kingdom should inform themselves about, and observe, any applicable legal or regulatory requirements. In particular, the ability of persons who are not resident in the United Kingdom to vote their Dianomi Shares with respect to the Scheme at the Scheme Court Meeting, or to appoint another person as proxy to vote at the Scheme Court Meeting on their behalf, may be affected by the laws of the relevant jurisdictions in which they are located. Any failure to comply with the applicable restrictions may constitute a violation of the securities laws of any such jurisdiction. To the fullest extent permitted by applicable law, the companies and persons involved in the Acquisition disclaim any responsibility or liability for the violation of such restrictions by any person.

This Announcement has been prepared for the purpose of complying with English law, the Code, the AIM Rules and the Rules of the London Stock Exchange 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 of England.

Unless otherwise determined by Bidco or required by the Code, and permitted by applicable law and regulation, the Acquisition shall not be made available, directly or indirectly, in, into or from a Restricted Jurisdiction where to do so would violate the laws in that jurisdiction and no person may vote in favour of the Acquisition by any such use, means, instrumentality or form within a Restricted Jurisdiction or any other jurisdiction if to do so would constitute a violation of the laws of that jurisdiction. Accordingly, copies of this Announcement and documentation relating to the Acquisition will not be, and must not be, mailed or otherwise forwarded, distributed or sent in, into or from any Restricted Jurisdiction or any jurisdiction where to do so would violate the laws of that jurisdiction and persons receiving such documents (including custodians, nominees and trustees) must not mail or otherwise forward, distribute or send them in, into or from any Restricted Jurisdiction. Doing so may render invalid any related purported vote in respect of the Acquisition. If the Acquisition is implemented by way of a Takeover Offer (unless otherwise permitted by applicable law or regulation), the Takeover Offer may not be made, directly or indirectly, in, into or from within any Restricted Jurisdiction.

Further details in relation to overseas shareholders will be contained in the Scheme Circular.

Additional information for US investors

The Acquisition relates to the shares of an English company admitted to trading on AIM and is proposed to be effected by means of a scheme of arrangement under English law. Neither the US proxy solicitation rules nor (unless implemented by means of an offer) the tender offer rules under the US Exchange Act will apply to the Acquisition. Accordingly, the Scheme will be subject to the disclosure requirements and practices applicable to the United Kingdom and under the Code to schemes of arrangement, which differ from the disclosure requirements of the US proxy solicitation rules and tender offer rules. Neither the SEC, nor any securities commission of any state of the United States, has approved the Acquisition, passed upon the fairness of the Acquisition or passed upon the adequacy or accuracy of this Announcement. Any representation to the contrary is a criminal offence in the United States. Financial information relating to Dianomi included in this Announcement and the Scheme Circular has been or will have been prepared in accordance with accounting standards applicable in the United Kingdom that may not be comparable to financial information of US companies or companies whose financial statements are prepared in accordance with generally accepted accounting principles in the United States.

The receipt of cash by a beneficial owner of Dianomi Shares pursuant to the Acquisition as consideration for the transfer of its Scheme Shares pursuant to the Scheme may be a taxable transaction for United States federal income tax purposes and may also be a taxable transaction under other applicable tax laws, including any applicable United States state and local, as well as non-US, tax laws. Each Dianomi Shareholder is urged to consult its independent professional adviser immediately regarding the tax consequences to it (or to its beneficial owners) of the Acquisition.

Dianomi and Bidco are organised under the laws of England and Taboola is organised under the laws of Israel. Some of the officers and directors of Dianomi, Bidco and Taboola are residents of countries other than the United States and the majority of the assets of Dianomi are located outside of the United States and a significant amount of Taboola's assets are located outside the United States. As a result, it may not be possible to effect service of process within the United States upon Dianomi, Bidco, Taboola or any of their respective officers or directors, or to enforce outside the United States judgements obtained against Dianomi, Bidco, Taboola or any of their respective officers or directors in US courts, including, without limitation, judgements based upon the civil liability provisions of the US federal securities laws or the laws of any state or territory within the United States. It may not be possible to sue Dianomi, Bidco or Taboola in a non-US court for violations of US securities laws. It may be difficult to compel Dianomi, Bidco, Taboola and their respective affiliates to subject themselves to the jurisdiction and judgment of a US court.

If the Acquisition is implemented by way of a Takeover Offer and Bidco determines to extend such offer into the United States, the offer will be made in compliance with applicable UK and US securities laws and regulations, including the US tender offer rules. In such circumstances, Dianomi Shareholders are urged to read any documents relating to the Acquisition because they will contain important information regarding the Acquisition. Such documents will be available from Dianomi at https://www.dianomi.com/.

To the extent permitted by applicable law, in accordance with normal UK practice, Taboola, Bidco or their respective nominees or brokers (acting as agents), may from time to time make certain purchases of, or arrangements to purchase shares or other securities of, Dianomi outside of the United States, other than pursuant to the Acquisition, until the date on which the Acquisition and/or Scheme becomes Effective, lapses or is otherwise withdrawn. These purchases may occur either in the open market at prevailing prices or in private transactions at negotiated prices. Any information about such purchases will be disclosed as required in the UK, will be reported to a Regulatory Information Service and will be available on the London Stock Exchange website at http://www.londonstockexchange.com. If Bidco elects to implement the Acquisition by way of a Takeover Offer (subject to the terms of the Co-operation Agreement) with the Takeover Panel's consent, the Takeover Offer will be made in compliance with applicable US laws and regulations, including Section 14(e) of the US Exchange Act and Regulation 14E thereunder, subject to exemptive relief, including in respect of Rule 14e-5 thereunder. Rule 14e-5 will not regulate the purchases or arrangement of purchases of shares of Dianomi in the context of implementing the Acquisition by a Scheme of Arrangement.

In accordance with the Code, normal UK market practice and Rule 14e-5(b) of the US Exchange Act, RBC Capital Markets and its affiliates will continue to act as exempt principal traders in Dianomi Shares on AIM. Those purchases and activities by an exempt principal trader which are required to be made public in the United Kingdom pursuant to the Code will be reported to a Regulatory Information Service and will be available on the London Stock Exchange website at www.londonstockexchange.com. This information will also be publicly disclosed in the United States to the extent that such information is made public in the United Kingdom.

Forward-looking statements

This Announcement (including information incorporated by reference in this Announcement), oral statements made regarding the Acquisition, and other information published by Dianomi, Taboola and Bidco contain statements which are, or may be deemed to be, "forward-looking statements". Such forward-looking statements are prospective in nature and are not based on historical facts, but rather on current expectations and on numerous assumptions regarding the business strategies and the environment in which the Taboola Group or the Enlarged Group will operate in the future and are subject to risks and uncertainties that could cause actual results to differ materially from those expressed or implied by those statements.

The forward-looking statements contained in this Announcement relate to the Taboola Group's or the Enlarged Group's future prospects, developments and business strategies, the expected timing and scope of the Acquisition and other statements other than historical facts. In some cases, these forward-looking statements can be identified by the use of forward-looking terminology, including the terms "believes", "estimates", "will look to”, “would look to”, “plans”, “prepares”, “anticipates”, “expects”, “is expected to”, “is subject to”, “budget”, “scheduled”, “forecasts”, “synergy”, “strategy”, “goal”, “cost-saving”, “projects” “intends”, “may”, “will” or “should” or their negatives or other variations or comparable terminology. Forward-looking statements may include statements relating to 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 and the expansion and growth of the Taboola Group’s or Dianomi Group’s operations and potential synergies resulting from the Acquisition; and (iii) the effects of global economic conditions and governmental regulation on the Taboola Group’s or Dianomi Group’s business.

By their nature, forward-looking statements involve risk and uncertainty because they relate to events and depend on circumstances that will occur in the future. These events and circumstances include changes in the global, political, economic, business, competitive, market and regulatory forces, future exchange and interest rates, changes in tax rates and future business combinations or disposals. If any one or more of these risks or uncertainties materialises or if any one or more of the assumptions prove incorrect, actual results may differ materially from those expected, estimated or projected. Such forward-looking statements should therefore be construed in the light of such factors.

None of Taboola, Bidco or Dianomi, nor any of their respective associates or directors, officers or advisers, provides any representation, assurance or guarantee that the occurrence of the events expressed or implied in any forward-looking statements in this Announcement will actually occur. Given these risks and uncertainties, potential investors should not place any reliance on forward-looking statements.

Specifically, any statements of cost savings and synergies relate to future actions and circumstances which, by their nature, involve risks, uncertainties and contingencies. As a result, any cost savings and synergies referred to may not be achieved, may be achieved later or sooner than estimated, or those achieved could be materially different from those estimated. As a result, and given the fact that the changes relate to the future, the resulting cost synergies may be materially greater or less than those estimated.

The forward-looking statements speak only at the date of this Announcement. All subsequent oral or written forward-looking statements attributable to any member of the Taboola Group or Dianomi Group, or any of their respective associates, directors, officers, employees or advisers, are expressly qualified in their entirety by the cautionary statement above.

Dianomi, Taboola and Bidco expressly disclaim any obligation to update such statements other than as required by law or by the rules of any competent regulatory authority, whether as a result of new information, future events or otherwise.

No profit forecasts or estimates

No statement in this Announcement is intended as a profit forecast or profit estimate or quantified financial benefit statement for any period, and no statement in this Announcement should be interpreted to mean that earnings or earnings per Dianomi Share or Taboola share for the current or future financial years would necessarily match or exceed the historical published earnings or earnings per Dianomi Share or Taboola share or to mean that the Enlarged Group’s earnings in the first 12 months following the Acquisition, or in any subsequent period, would necessarily match or be greater than those of Dianomi or Taboola for the relevant preceding financial period or any other period.

Disclosure requirements

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, 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 an offeror and Dealing Disclosures must also be made by the offeree company, by an 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 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.

Electronic communications

Please be aware that addresses, electronic addresses and certain other information provided by Dianomi Shareholders, persons with information rights and other relevant persons in connection with the receipt of communications from Dianomi may be provided to Bidco during the offer period as required under Section 4 of Appendix 4 of the Code.

The contents of the websites referred to in this Announcement are not incorporated into and do not form part of this Announcement.

Publication of this Announcement and availability of hard copies

A copy of this Announcement and the documents required to be published by Rule 26 of the Code will be made available, subject to certain restrictions relating to persons resident in Restricted Jurisdictions, on https://www.dianomi.com/ and https://investors.taboola.com/ by no later than 12 noon (London time) on the Business Day following this Announcement. For the avoidance of doubt, unless explicitly stated otherwise, the contents of the websites referred to in this Announcement are not incorporated into and do not form part of this Announcement.

Subject to certain restrictions related to persons resident in Restricted Jurisdictions, Dianomi Shareholders who received this Announcement in electronic form may request a hard copy of this Announcement by contacting Neville Registrars Limited on 0121 585 1131 (if calling from within the UK) or +44 (0) 121 585 1131 (if calling from outside the UK) or by submitting a request in writing to Neville House, Steelpark Road, Halesowen, B62 8HD. Calls outside the United Kingdom will be charged at the applicable international rate. The helpline is open between 8.30 a.m. to 5.30 p.m., Monday to Friday, excluding public holidays in England and Wales. Please note that Neville Registrars Limited cannot provide any financial, legal or tax advice and calls may be recorded and monitored for security and training purposes. Dianomi Shareholders 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, again by writing to the address set out above or by calling the telephone number set out above.

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 preceded them.

Rule 2.9 requirement

In accordance with Rule 2.9 of the Code, Dianomi confirms that, as at the date of this Announcement, it has 30,027,971 ordinary shares of £0.002 each in issue and admitted to trading on AIM. Dianomi does not hold any ordinary shares in treasury. The ISIN of the Dianomi Shares is GB00BLH32M40.

General

Investors should be aware that Taboola and/or Bidco may purchase Dianomi Shares otherwise than under any Takeover Offer or the Scheme, including pursuant to privately negotiated purchases.

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 stockholder, bank manager, solicitor, accountant 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.

The Acquisition will be subject to English law, the jurisdiction of the Court, and the applicable requirements of the Code, the Panel, the London Stock Exchange, the AIM Rules, the FCA and the Registrar of Companies.

APPENDIX I

CONDITIONS AND CERTAIN FURTHER TERMS TO THE ACQUISITION AND THE SCHEME

Part 1 Conditions to the Scheme and Acquisition

Longstop Date

1. The Acquisition will be conditional upon the Scheme becoming unconditional and becoming Effective, subject to the provisions of the Code, on or before the Longstop Date.

Scheme approval

2. The Scheme will be conditional on:

(a) (i) approval of the Scheme at the Scheme Court Meeting (and at any separate class meeting which may be required by the Court) by a majority in number of the Scheme Shareholders (or the relevant class or classes thereof, if applicable) present and voting, either in person or by proxy, representing three-quarters or more in value of the Scheme Shares held by those Scheme Shareholders (or the relevant class or classes thereof, if applicable); and

(ii) such Scheme Court Meeting (and any such separate class meeting) being held on or before the 22nd day after the expected date of the Scheme Court Meeting to be set out in the Scheme Circular in due course (or such later date, if any, (A) as Bidco and Dianomi may agree in writing, or (B) (in a competitive situation) as may be specified by Bidco with the consent of the Panel (and, in each case, with the approval of the Court, if such approval is required));

(b) (i) each resolution to approve and implement the Scheme set out in the notice of the General Meeting (including the Resolutions) being duly passed by the requisite majority (or majorities, if applicable) at the General Meeting or at any adjournment thereof; and

(ii) the General Meeting being and any adjournment thereof held on or before the 22nd day after the expected date of the General Meeting to be set out in the Scheme Circular in due course (or such later date, if any, (A) as Bidco and Dianomi may agree in writing, or (B) (in a competitive situation) as may be specified by Bidco with the consent of the Panel (and, in each case, with the approval of the Court, if such approval is required)); and

(c) (i) the sanction of the Scheme by the Court (without modification or with modification on terms acceptable to Bidco and Dianomi);

(ii) the Scheme Court Hearing being held on or before the 22nd day after the expected date of the Scheme Court Hearing to be set out in the Scheme Circular in due course (or such later date, if any, (A) as Bidco and Dianomi may agree in writing, or (B) (in a competitive situation) as may be specified by Bidco with the consent of the Panel (and, in each case, with the approval of the Court, if such approval is required)); and

(iii) the delivery of a copy of the Scheme Court Order to the Registrar of Companies of England and Wales.

3. In addition, Bidco and Dianomi have agreed that, subject as stated in Part 2 of this Appendix I and to the requirements of the Panel, the Acquisition will be conditional upon the following Conditions (as amended, if appropriate) and, accordingly, the necessary actions to make the Scheme effective will not be taken unless such Conditions have been satisfied (where capable of satisfaction) and continue

to be satisfied pending the commencement of the Scheme Court Hearing or, where relevant, waived:

Regulatory approvals and clearances

(a) either:

(i) the CMA having indicated in writing in response to a briefing paper that it has no further questions in relation to the Acquisition, and that at the date on which all other Conditions are satisfied or waived the CMA has not:

(A) requested submission of a Merger Notice (or draft Merger Notice);

(B) indicated to either party that it intends, or is considering whether, to commence an investigation to determine whether to make a reference within the meaning of section 33 of the Enterprise Act 2002 in relation to the Acquisition; or

(C) indicated that the statutory review period in which the CMA has to decide whether to make a reference under section 34ZA of the Enterprise Act 2002 has begun; or

(ii) the CMA issuing a decision in terms satisfactory to Bidco that it is not the CMA's intention to subject the Acquisition or any matter arising therefrom or related thereto or any part of it to a reference under section 33 of the Enterprise Act 2002 (a "**Phase 2 CMA Reference**"), such decision being either unconditional or conditional on the CMA's acceptance of undertakings in lieu under section 73 of the Enterprise Act 2002 which are satisfactory to Bidco (or the applicable time period for the CMA to issue either decision having expired without it having done so and without it having made a Phase 2 CMA Reference) and there having been no decision by the Secretary of State to make a reference under sections 45 or 62 of the Enterprise Act 2002;

(b) in the event that a Phase 2 CMA Reference is made and Condition 3(a) is not invoked or waived by Bidco, confirmation from the CMA (or as the case may be, the Secretary of State) either: (A) that the proposed acquisition of Dianomi by Bidco may proceed without any undertakings or conditions; or (B) that the proposed acquisition of Dianomi by Bidco and any matter arising therefrom or relating thereto may proceed on terms satisfactory to Bidco;

General Third Party official authorisations and regulatory clearances

(c) other than in respect of Condition 3(a) above, all notifications to and filings and applications with Third Parties which are necessary or are considered appropriate by Bidco (acting reasonably) having been made, all appropriate waiting and other time periods (including any extensions of such waiting and other time periods) under any applicable legislation or regulation of any relevant jurisdiction having expired, lapsed or been terminated (as appropriate) and all statutory or regulatory obligations in any relevant jurisdiction having been complied with in each case in connection with the Scheme or Acquisition or the acquisition or proposed acquisition of any shares or other securities in, or control or management of any member of, the Wider Dianomi Group by any member of the Wider Taboola Group;

(d) other than in respect of Condition 3(a) above, no Third Party having intervened (as defined below) and there not continuing to be outstanding any statute, regulation or order of any Third Party in each case which would or might reasonably be expected to:

(i) make the Scheme or the Acquisition or, in each case, its implementation or the acquisition or proposed acquisition by Bidco or any member of the Wider Taboola Group of any shares or other securities in, or control or management of any member of the Wider Dianomi Group void, illegal or unenforceable in any relevant jurisdiction, or otherwise directly or indirectly materially restrain, prevent, prohibit, restrict or delay the same or impose additional conditions or obligations with respect to the Scheme or the Acquisition or such acquisition, or otherwise materially impede, challenge or interfere with the Scheme or Acquisition or such acquisition, or require amendment to the terms of the Scheme or Acquisition or the acquisition or proposed acquisition of any Dianomi Shares or the acquisition of control or management of Dianomi or the Wider Dianomi Group by Bidco or any member of the Taboola Group;

(ii) materially limit or delay, or impose any material limitations on, the ability of any member of the Wider Taboola Group or any member of the Wider Dianomi Group to acquire or to hold or to exercise effectively, directly or indirectly, all or any rights of ownership in respect of shares or other securities in, or to exercise voting or management control over, any member of the Wider Dianomi Group or of the Wider Taboola Group;

(iii) require, prevent or materially delay the divestiture or materially alter the terms envisaged for any proposed divestiture by any member of the Wider Taboola Group of any shares or other securities in any member of the Dianomi Group;

(iv) require, prevent or materially delay the divestiture or materially alter the terms envisaged for any proposed divestiture by any member of the Wider Taboola Group or by any member of the Wider Dianomi Group of all or any part of their respective businesses, assets or property 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);

(v) except pursuant to sections 974 to 991 of the Companies Act and in connection with the Acquisition, require any member of the Wider Taboola Group or of the Wider Dianomi Group to acquire, or to offer to acquire, any shares or other securities (or the equivalent) in any member of either group owned by any third party;

(vi) materially limit the ability of any member of the Wider Taboola Group or of the Wider Dianomi Group to conduct or integrate or coordinate its business, or any part of it, with the businesses or any part of the businesses of any other member of the Wider Taboola Group or of the Wider Dianomi Group;

(vii) result in any member of the Wider Dianomi Group or the Wider Taboola Group ceasing to be able to carry on business under any name under which it presently does so; or

(viii) otherwise materially and adversely affect any or all of the assets, business, profits, financial or trading position or prospects of any member of the Wider Taboola Group or of the Wider Dianomi Group, and all applicable waiting and other time periods during which any Third Party could intervene under the laws of any relevant jurisdiction having expired, lapsed or been terminated;

(e) all Authorisations which are considered necessary or appropriate by Bidco (acting reasonably) in any relevant jurisdiction for or in respect of the Scheme or Acquisition (including, without limitation, its implementation or financing) or the acquisition or proposed acquisition of any shares or other securities in, or control or management of any member of the Wider Dianomi Group by any member of the Wider Taboola Group or the carrying on by any member of the Wider Dianomi Group of its business having been obtained in terms and in a form reasonably satisfactory to Bidco from all appropriate Third Parties or from any persons or bodies with whom any member of the Wider Dianomi Group has entered into contractual arrangements and all such material Authorisations remaining in full force and effect and there being no notice or intimation of any intention to revoke, suspend, restrict, modify or not to renew any of the same;

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

(f) except as Disclosed, there being no provision of any arrangement, agreement, licence, permit, franchise or other instrument to which any member of the Wider Dianomi Group is a party, or by or to which any such member or any of its assets is or are or may be bound, entitled or subject or any circumstance, which, in each case as a consequence of the Scheme or Acquisition or the acquisition or proposed acquisition of any shares or other securities in, or control of any member of the Wider Dianomi Group by any member of the Wider Taboola Group or otherwise, would or might reasonably be expected to result in (in any case to an extent which is or would be material in the context of the Wider Dianomi Group taken as a whole or in the context of the Acquisition):

(i) any monies borrowed by or any other indebtedness or liabilities (actual or contingent) of, or any grant available to, any member of the Wider Dianomi Group being or becoming repayable or capable of being declared repayable immediately or prior to its stated maturity date or repayment date or the ability of any member of the Wider Dianomi Group to borrow monies or incur any indebtedness being withdrawn or inhibited or becoming capable of being withdrawn or inhibited;

(ii) the creation or enforcement of any mortgage, charge or other security interest over the whole or any part of the business, property, assets or interests of any member of the Wider Dianomi Group or any such mortgage, charge or other security interest (wherever created, arising or having arisen) becoming enforceable;

(iii) any such arrangement, agreement, licence, permit, franchise or instrument, or the rights, liabilities, obligations or interests of any member of the Wider Dianomi Group thereunder, being, or becoming capable of being, terminated or adversely modified or affected or any adverse action being taken or any onerous obligation or liability arising thereunder;

(iv) any asset or interest of any member of the Wider Dianomi Group being or falling to be disposed of or charged or ceasing to be available to any member of the Wider Dianomi Group or any right arising under which any such asset or interest could be required to be disposed of or could cease to be available to any member of the Wider Dianomi Group otherwise than, in each case, in the ordinary course of business;

(v) any member of the Wider Dianomi Group ceasing to be able to carry on business under any name under which it presently does so;

(vi) the creation of liabilities (actual or contingent) by any member of the Wider Dianomi Group;

(vii) the rights, liabilities, obligations, interests or business of any member of the Wider Dianomi Group under any such arrangement, agreement, licence, permit, franchise or other instrument or the interests or business of any member of the Wider Dianomi Group in or with any other person, firm, company or body (or any agreement or arrangements relating to any such interests or business) being terminated or adversely modified or affected;

(viii) the financial or trading position or the prospects or the value of any member of the Wider Dianomi Group being prejudiced or adversely affected,

and no event having occurred which, under any provision of any such arrangement, agreement, licence, permit or other instrument, would be reasonably likely to, as a consequence of the Scheme or the Acquisition, result in any of the events or circumstances which are referred to in paragraphs (i) to (viii) of this Condition 3(f);

Certain events occurring since 31 December 2025

(g) except as Disclosed, no member of the Wider Dianomi Group having, since 31 December 2025:

(i) issued or agreed to issue, or authorised the issue of, additional shares or securities of any class, 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 sell or transfer any shares out of treasury (save as between Dianomi and wholly-owned subsidiaries of Dianomi or between such wholly-owned subsidiaries and save for (i) options or awards granted under, or (ii) Dianomi Shares transferred from treasury or issued upon the exercise of any options or the vesting or settlement of awards granted under, in either case, the Dianomi Share Plans);

(ii) purchased or 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;

(iii) recommended, declared, paid or made any dividend or other distribution whether payable in cash or otherwise or made any bonus issue other than to Dianomi or a wholly-owned subsidiary of Dianomi;

(iv) save for any transaction between Dianomi and a wholly-owned subsidiary of Dianomi or between such wholly-owned subsidiaries, entered into, implemented or authorised the entry into, any joint venture or asset or profit sharing arrangement, or merged with, demerged or acquired any body corporate, partnership or business or acquired or disposed of or, other than in the ordinary course of business, transferred, mortgaged, charged or created any security interest over any assets or any right, title or interest in any assets (including shares in any undertaking and trade investments) or authorised the same;

(v) except as between Dianomi and its wholly-owned subsidiaries or between such wholly-owned subsidiaries made or authorised or proposed or announced an intention to propose any change in its loan capital;

(vi) issued or authorised or proposed the issue of, or made any change in or to, any debentures or (except in the ordinary course of business or except as between Dianomi and its wholly-owned subsidiaries or between such wholly-owned subsidiaries) incurred or increased any indebtedness or liability (actual or contingent);

(vii) acquired or disposed of or transferred, mortgaged or encumbered any asset or any right, title or interest in any asset (other than in the ordinary course of trading);

(viii) other than in the ordinary course of business, entered into, varied, or authorised, proposed or announced its intention, to enter into or vary any agreement, transaction, arrangement or commitment (whether in respect of capital expenditure or otherwise) which:

(A) is of a long term, onerous or unusual nature or magnitude or which could reasonably be expected to involve an obligation of such nature or magnitude; or

(B) could reasonably be expected to restrict the business of any member of the Wider Dianomi Group;

and which, in each case, is likely to be material in the context of the Wider Dianomi Group taken as a whole or in the context of the Acquisition;

(ix) other than pursuant to the Acquisition and except as between Dianomi and its wholly-owned subsidiaries or between such wholly-owned subsidiaries entered into, implemented, effected, authorised or announced its intention to enter into, implement, effect or propose any merger, demerger, reconstruction, amalgamation, scheme, acquisition commitment or other transaction or arrangement in respect of itself or another member of the Wider Dianomi Group otherwise than in the ordinary course of business, in each case, to an extent which is material in the context of the Wider Dianomi Group taken as a whole or in the context of the Acquisition;

(x) (other than in respect of a member of the Wider Dianomi Group which is dormant and was solvent at the relevant time), taken any corporate action or had any legal proceedings instituted or threatened against it or petition presented or order made for its winding up (voluntarily or otherwise), dissolution, reorganisation or for it to enter into any arrangement or composition for the benefit of its creditors, or for the appointment of a receiver, administrator, administrative receiver, trustee or similar officer of all or any part of its assets and revenues or any analogous proceedings in any jurisdiction or appointed any analogous person in any jurisdiction which in any case is material in the context of the Wider Dianomi Group taken as a whole or in the context of the Acquisition;

(xi) been unable, or admitted in writing that it is unable, to pay its debts 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 to an extent which is material in the context of the Wider Dianomi Group taken as a whole or in the context of the Acquisition;

(xii) except as between Dianomi and its wholly-owned subsidiaries or between such wholly-owned subsidiaries, waived, compromised or settled any claim which is material in the context of the Wider Dianomi Group taken as a whole or in the context of the Acquisition;

(xiii) save for those amendments to the articles of association of Dianomi to be proposed at the General Meeting, made any alteration to its memorandum or articles of association or other constitutional documents which is material in the context of the Scheme or the Acquisition or the acquisition by any member of the Wider Taboola Group of any shares or other securities in, or control of, Dianomi or any other member of the Wider Dianomi Group;

(xiv) entered into or varied the terms of, or made any offer (which remains open for acceptance) to enter into or vary the terms of, any contract, agreement or arrangement with any of the directors or senior executives of any member of the Wider Dianomi Group in each case, to an extent which is material in the context of the Wider Dianomi Group taken as a whole or in the context of the Acquisition;

(xv) proposed, agreed to provide or modified the terms of any Dianomi Share Plans or any other or share-based incentive scheme or other benefit relating to the employment or termination of employment of any employee of the Wider Dianomi Group, in each case, in a manner which is material in the context of the Wider Dianomi Group taken as a whole or in the context of the Acquisition;

(xvi) except in relation to changes made or agreed as a result of, or arising from, legislation or changes to legislation, made or agreed or consented to any material change to: (A) the terms of the trust deeds, rules, policy or other governing documents constituting any pension scheme or other retirement or death benefit arrangement established for the directors, former directors, employees or former employees of any entity in the Wider Dianomi Group or their dependants (a "**Relevant Pension Plan**"); (B) the basis on which benefits accrue, pensions which are payable or the persons entitled to accrue or be paid benefits, under any Relevant Pension Plan; (C) the basis on which the liabilities of any Relevant Pension Plan are funded or valued; (D) the manner in which the assets of any Relevant Pension Plan are invested; (E) the basis or rate of employer contribution to a Relevant Pension Plan, in each case which is material in the context of the Wider Dianomi Group taken as a whole or in the context of the Acquisition;

(xvii) carried out any act: (A) which would or could reasonably be expected to lead to the commencement of the winding up of any Relevant Pension Plan; (B) which would or might create a material debt owed by an employer to any Relevant Pension Plan; or (C) which would or might accelerate any obligation on any employer to fund or pay additional contributions to any Relevant Pension Plan, in each case which is material in the context of the Wider Dianomi Group taken as a whole or in the context of the Acquisition; or

(xviii) entered into any agreement, commitment or arrangement or passed any resolution or made any offer (which remains open for acceptance) or proposed or announced any intention with respect to any of the transactions, matters or events referred to in this Condition 3(g);

No adverse change, litigation or regulatory enquiry

(h) since 31 December 2025, except as Disclosed:

(i) there having been no adverse change or deterioration in the business, assets, financial or trading positions or profits or prospects of any member of the Wider Dianomi 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 Dianomi Group is or may become a party (whether as plaintiff, defendant or otherwise) and no investigation of any Third Party against or in respect of any member of the Wider Dianomi Group having been threatened, announced, implemented or instituted by or against or remaining outstanding against or in respect of any member of the Wider Dianomi Group which in any such case would reasonably be expected to be material in the context of the Wider Dianomi Group taken as a whole or in the context of the Acquisition;

(iii) no enquiry or investigation by, or complaint or reference to, any Third Party having been threatened, announced, implemented, instituted by or against or remaining outstanding against or in respect of any member of the Wider Dianomi Group which in any case would or might reasonably be expected to have a material adverse effect that is material in the context of the Dianomi Group taken as a whole or in the context of the Acquisition;

(iv) no contingent or other liability of any member of the Wider Dianomi Group having arisen or become apparent or increased which would reasonably be expected to be material in the context of the Wider Dianomi 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 reasonably likely to result in the withdrawal, cancellation, termination or modification of any licence held by any member of the Wider Dianomi Group, which is necessary for the proper carrying on of its business and the withdrawal, cancellation, termination or modification of which in any case is reasonably likely to have an adverse effect which is material in the context of the Wider Dianomi Group taken as a whole or in the context of the Acquisition;

(vi) on or after the date of this Announcement, other than with the consent of Bidco or the Panel, having taken (or agreed or proposed to take) any action which requires, or would require, the consent of the Panel or the approval of Dianomi Shareholders in general meeting in accordance with, or as contemplated by, Rule 21.1 of the Code; and

(vii) no member of the Wider Dianomi Group having conducted its business in breach of any applicable laws and regulations which in any case is material in the context of the Wider Dianomi Group taken as a whole or in the context of the Acquisition;

No discovery of certain matters

(i) except as Disclosed, Bidco not having discovered that:

(i) any financial or business or other information concerning the Wider Dianomi Group disclosed at any time by or on behalf of any member of the Wider Dianomi Group publicly or to any member of the Wider Dianomi Group or to any of their advisers, is materially misleading or contains any material misrepresentation of fact or omits to state a fact necessary to make any information contained therein not materially misleading and which was not subsequently corrected before the date of this Announcement by disclosure either publicly or otherwise to Bidco or its professional advisers to an extent which in any case is material in the context of the Wider Dianomi Group taken as a whole or in the context of the Acquisition;

(ii) any member of the Wider Dianomi Group is subject to any liability (actual or contingent) which is material in the context of the Wider Dianomi Group taken as a whole or in the context of the Acquisition; or

(iii) any information which affects the import of any information disclosed at any time by or on behalf of any member of the Wider Dianomi Group in each case which is material in the context of the Wider Dianomi Group taken as a whole or in the context of the Acquisition;

Intellectual Property

(j) except as Disclosed, no circumstance having arisen or event having occurred in relation to any intellectual property owned or used by any member of the Wider Dianomi Group which would have a material adverse effect on the Wider Dianomi Group taken as a whole or is otherwise material in the context of the Acquisition;

Anti-corruption, sanctions and criminal property

(k) except as Disclosed, Bidco not having discovered that:

(i) (A) any past or present member, director, officer or employee of the Wider Dianomi Group is or has at any time during the course of such person's employment with any member of the Wider Dianomi Group engaged in any activity, practice or conduct which would constitute an offence under the Bribery Act 2010, the US Foreign Corrupt Practices Act of 1977 or any other anti-corruption legislation applicable to the Wider Dianomi Group or (B) any person that performs or has performed services for or on behalf of the Wider Dianomi Group is or has at any time during the course of such person's performance of services for any member of the Wider Dianomi Group engaged in any activity, practice or conduct in connection with the performance of such services which would constitute an offence under the Bribery Act 2010, the US Foreign Corrupt Practices Act of 1977 or any other applicable anticorruption legislation; or

(ii) any asset of any member of the Wider Dianomi Group constitutes criminal property as defined by section 340(3) of the Proceeds of Crime Act 2002 (but disregarding paragraph (b) of that definition); or

(iii) any past or present member, director, officer or employee of the Wider Dianomi Group, or any person that performs or has performed services for or on behalf of any such company is or has, at any time during the course of such person's employment with, or performance of services for or on behalf of, any member of the Wider Dianomi Group, engaged in any business with, made any investments in, made any funds or assets available to or received any funds or assets from: (A) any government, entity or individual in respect of which US or European Union persons, or persons operating in those territories, are prohibited from engaging in activities or doing business, or from receiving or making available funds or economic resources, by US, UK or European Union laws or regulations, including the economic sanctions administered by the United States Office of Foreign Assets Control, or HM Revenue & Customs; or (B) any government, entity or individual targeted by any of the economic sanctions of the United Nations, the United States, the United Kingdom, the European Union or any of its member states; or

(iv) a member of the Wider Dianomi Group has engaged in any transaction which would cause Taboola or Bidco to be in breach of any law or regulation upon its Acquisition of Dianomi, including the economic sanctions of the United States Office of Foreign Assets Control, or HM Revenue & Customs, or any government, entity or individual targeted by any of the economic sanctions of the United Nations, the United States, the United Kingdom, the European Union or any of its member states.

4. For the purposes of these Conditions:

(a) "**Disclosed**" means the information fairly disclosed by, or on behalf of, Dianomi: (i) in its annual report and accounts for the financial year ended 31 December 2025; (ii) in this Announcement; (iii) in any other public announcement made by Dianomi on a Regulatory Information Service prior to this Announcement; (iv) filings made with the Registrar of Companies and appearing in Dianomi's file at Companies House within the last two years; or (v) as otherwise fairly disclosed to Taboola or Bidco (or their respective officers, employees, agents or advisers) prior to the date of this Announcement (including all matters fairly disclosed in the written replies, correspondence, documentation and information provided in an electronic data room created by or on behalf of Dianomi or sent to any member of the Wider Taboola Group or their respective officers, employees agents or advisers during the due diligence process and whether or not in response to any specific request for information made by any such person);

(b) "**Third Party**" means any central bank, government, government department or governmental, quasi-governmental, supranational, statutory, regulatory, environmental or investigative body, authority (including any national or supranational antitrust or merger control authority), court, trade agency, association, institution or professional or environmental body or any other person or body whatsoever in any relevant jurisdiction, including, for the avoidance of doubt, the Panel;

(c) a Third Party shall be regarded as having "**intervened**" if it has decided to take, institute, implement or threaten any action, proceeding, suit, investigation, enquiry or reference or made, proposed or enacted any statute, regulation, decision or order or taken any measures or other steps or required any action to be taken or information to be provided or otherwise having done anything and "**intervene**" shall be construed accordingly; and

(d) "**Authorisations**" means authorisations, orders, grants, recognitions, determinations, certificates, confirmations, consents, licences, clearances, provisions and approvals, in each case, of a Third Party.

Part 2 Waiver and invocation of the Conditions

1. The Scheme will not become effective unless the Conditions (in particular the CMA Condition highlighted in paragraph 14) have been fulfilled or (if capable of waiver) waived or, where appropriate, have been determined by Bidco to be or remain satisfied by no later than the Longstop Date.

2. Subject to the requirements of the Panel, Bidco reserves the right in its sole discretion to waive, in whole or in part, all or any of the Conditions, except Conditions 2(a)(i), 2(b)(i), 2(c)(i) and 2(c)(iii), (*Scheme approval*) which cannot be waived. The deadlines in any of Conditions 2(a)(ii), 2(b)(ii) and 2(c)(ii) may be extended to such later date (a) as Bidco and Dianomi may agree in writing, or (b) (in a competitive situation) as may be specified by Bidco with the consent of the Panel (and, in each case, with the approval of the Court, if such approval is required). If any of Conditions 2(a)(ii), 2(b)(ii) or 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 Condition or extended the relevant deadline.

3. Subject to paragraph 4 below, under Rule 13.5(a) of the Code, Bidco may only invoke a Condition to the Acquisition so as to cause the Acquisition not to proceed, to lapse or to be withdrawn with the consent of the Panel. The 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 the relevant circumstances arise. Particular attention is also drawn to the CMA Condition as highlighted and described in paragraph 14 of this Announcement.

4. Condition 1 (*Longstop Date*) and Condition 2 (*Scheme approval*) of Part 1 of this Appendix I and, if applicable, any acceptance condition if the Acquisition is implemented by means of a Takeover Offer, are not 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. Bidco shall be under no obligation to waive (if capable of waiver), to determine to be or remain satisfied or to treat as fulfilled any of the Conditions by a date earlier than the latest date specified above for the fulfilment of that Condition, notwithstanding that the other Conditions of the Acquisition 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.

7. If Bidco is required by the Panel to make an offer for Dianomi Shares under the provisions of Rule 9 of the Code, Bidco may make such alterations to any of 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 not be limited by reference to

any other Condition.

Part 3 Implementation by way of a Takeover Offer

Bidco reserves the right to elect to implement the Acquisition by way of a Takeover Offer, subject to the Panel's consent and, where relevant, the terms of the Co-operation Agreement. In such event, such Takeover Offer will be implemented on the same terms and conditions, so far as applicable, as those which would apply to the Scheme (subject to appropriate amendments and the terms of the Co-operation Agreement, including (without limitation) an acceptance condition set at 90% of the shares to which such Takeover Offer relates (or such other percentage (being more than 50% of the voting rights normally exercisable at a general meeting of Dianomi) as Bidco may decide (subject to the Panel's consent))).

Part 4 Certain further terms of the Acquisition

The Dianomi Shares will be acquired by Bidco under the Acquisition fully paid, with full title guarantee and free from all liens, equities, charges, encumbrances, options and rights of pre-emption and any other third party rights or interests of any nature whatsoever and together with all rights attaching thereto, including, without limitation, voting rights and entitlement to receive and retain in full all dividends and other distributions (if any) announced, declared, paid or made or which become payable or any other return of capital or value (whether by way of reduction of share capital or share premium or otherwise) by Dianomi with a record date on or after the Effective Date.

Subject to the terms of the Scheme, if, on or after the date of this Announcement, any dividend, distribution and/or other return of capital or value is announced, declared, paid or made or becomes payable in respect of the Dianomi Shares, Bidco reserves the right (without prejudice to any right of Bidco to invoke Condition 3(f)(iii) in Part 1 of this Appendix I), to reduce the Cash Consideration for the Dianomi Shares by an amount up to the amount of such dividend, distribution and/or other return of capital or value so announced, declared, paid or made or which becomes payable. If such right is exercised, any reference in this Announcement or in the Scheme Circular to the offer consideration for the Dianomi Shares will be deemed to be a reference to the offer consideration as so reduced. To the extent that any such dividend, distribution and/or other return of capital or value is announced, declared, paid or made or becomes payable and it is: (a) transferred pursuant to the Acquisition on a basis which entitles Bidco to receive the dividend, distribution and/or other return of capital or value and to retain it; or (b) cancelled, the offer consideration will not be subject to change in accordance with this paragraph. Bidco also reserves the right to reduce the consideration payable under the Acquisition in such circumstances as are, and by such amount as is, permitted by the Panel. Any exercise by Bidco of its rights referred to in this paragraph shall be the subject of an announcement and, for the avoidance of doubt, shall not be regarded as constituting any revision or variation of the Acquisition.

The Acquisition will be subject to the Conditions (in particular the CMA Condition highlighted in paragraph 14) and the further terms set out in this Appendix I, and to be set out in full in the Scheme Circular when issued, and such further terms as may be required to comply with the provisions of the Code.

The availability of the Acquisition to persons not resident in the United Kingdom may be affected by the laws of the relevant jurisdiction. Any persons who are subject to the laws of any jurisdiction other than the United Kingdom should inform themselves about and observe any applicable requirements.

The Acquisition is not being made, directly or indirectly, in, into or from, or by use of the mails of, or by any means of instrumentality (including, but not limited to, facsimile, e-mail or other electronic transmission, telex or telephone) of interstate or foreign commerce of, or of any facility of a national, state or other securities exchange of, any jurisdiction where to do so would violate the laws of that jurisdiction.

This Announcement and any rights or liabilities arising hereunder, the Acquisition, the Scheme, and any proxies will be governed by English law and be subject to the jurisdiction of the courts of England and Wales. The Acquisition (including the Scheme) will be subject to the applicable requirements of the Code, the Panel, the London Stock Exchange, the AIM Rules, the FCA, the Court and the Registrar of Companies.

APPENDIX II

SOURCES OF FINANCIAL INFORMATION AND BASES OF CALCULATION USED IN THIS ANNOUNCEMENT

1. Unless otherwise stated, the financial information on Dianomi is extracted or derived (without material adjustment) from its annual report and accounts for the financial year ended 31 December 2025.

2. Unless otherwise stated, the financial information on Taboola is extracted or derived (without material adjustment) from its annual report and accounts for the financial year ended 31 December 2025.

3. The fully diluted share capital of Dianomi is calculated on the basis of (i) 30,027,971 Dianomi Shares in issue on 17 September 2026 (none of which are held in treasury) and (ii) 199,504 Dianomi Shares assumed to be issued comprising Dianomi Shares to be issued pursuant to outstanding options and awards under the Dianomi Share Plans.

4. The volume weighted average prices of a Dianomi Share are derived from data provided by Bloomberg.

APPENDIX III

IRREVOCABLE UNDERTAKINGS

Taboola and Bidco have received irrevocable undertakings to vote (or procure the voting) in favour of the Scheme at the Scheme Court Meeting and the Resolutions to be proposed at the General Meeting (or, in the event that the Acquisition is implemented by way of Takeover Offer under the Code, to accept, or procure the acceptance of such Takeover Offer) in respect of, in aggregate, 22,608,665 Dianomi Shares (representing approximately 75.3% of Dianomi Shares in issue on the Last Practicable Date).

1. Irrevocable undertakings given by Dianomi Directors

The following Dianomi Directors have given to Taboola and Bidco an irrevocable undertaking to vote (or procure the voting) in favour of the Scheme at the Scheme Court Meeting and the Resolutions to be proposed at the General Meeting (or, in the event that the Acquisition is implemented by way of Takeover Offer under the Code, to accept, or procure the acceptance of such Takeover Offer) in relation to the following Dianomi Shares, in which they (or their spouses, civil partners and/or related trusts) are interested:

Name of Director	Number of Dianomi Shares	Percentage of issued ordinary share capital of Dianomi
Rupert Hodson(1)	2,820,512	9.4%
Michael Kelly(2)	294,432	1.0%
Charlotte Stranner	20,000	0.1%

(1) Includes shares held by Rupert Hodson's wife.

(2) All the Dianomi Shares beneficially owned by Michael Kelly are held by Strategic Growth Partners LLC, which is a co-signatory to the irrevocable undertaking.

These irrevocable commitments extend to any Dianomi Shares arising from the exercise of options and/or the settlement of awards held under the Dianomi Share Plans prior to the date of the Scheme Court Meeting and the General Meeting.

2. Irrevocable undertakings given by other Dianomi Shareholders

The following Dianomi Shareholders have given to Taboola and Bidco an irrevocable undertaking to vote (or procure the voting) in favour of the Scheme at the Scheme Court Meeting and the Resolutions to be proposed at the General Meeting (or, in the event that the Acquisition is implemented by way of Takeover Offer under the Code, to accept, or procure the acceptance of such Takeover Offer) in relation to the following Dianomi Shares, in which they (or their spouses, civil partners and/or related trusts) are interested:

Name of Shareholder	Number of Dianomi Shares	Percentage of issued ordinary share capital of Dianomi
Scobie Dickinson Ward(3)	8,590,395	28.6%
BGF Investments LP (acting by its manager BGF Investment Management Limited)	4,461,620	14.9%
Raphael Queisser(4)	3,632,134	12.1%
Robert Cabell de Marcellus	2,789,572	9.3%

(3) All the Dianomi Shares beneficially held by Scobie Dickinson Ward are held by Vidacos Nominees Limited.

(4) Includes shares held by Raphael Queisser's connected parties.

3. Lapse of irrevocable undertakings

Each of the irrevocable undertakings from the Dianomi Directors, Scobie Dickinson Ward and the other

Dianomi Shareholders listed above will lapse and cease to be binding if:

- this Announcement is not released by 5.00 p.m. on 18 September 2026 (or such later date as Bidco and Dianomi may agree (or in the case of the irrevocable undertaking given by BGF Investments LP, as BGF Investments LP and Bidco may agree in writing));

- Bidco announces, with the consent of the Panel, that it does not intend to make or proceed with the Acquisition and no new, revised or replacement Scheme or Takeover Offer is announced by Bidco in accordance with Rule 2.7 of the Code at the same time;

- the Scheme or Takeover Offer lapses, or is withdrawn in accordance with its terms and no new, revised or replacement Scheme or Takeover Offer has been announced, in accordance with Rule 2.7 of the Code, in its place or is announced, in accordance with Rule 2.7 of the Code, within 5 business days of such lapse or withdrawal, provided that this paragraph shall not apply where the Acquisition is withdrawn or lapses as a result of Bidco exercising its right to implement the Acquisition by way of a Takeover Offer in accordance with the Code rather than by way of a Scheme or *vice versa*;

- any competing offer to acquire control (as defined in the Code) is declared unconditional or otherwise becomes effective; or

- the Acquisition has not become effective or unconditional (whether by way of Scheme or a Takeover Offer) on or prior to the Longstop Date other than in circumstances where Bidco has elected to exercise its right to proceed by way of a Takeover Offer rather than by way of a Scheme or *vice versa*.

In addition, the irrevocable undertakings from (i) each of Raphael Queisser and Robert Cabell de Marcellus shall also lapse and cease to be binding if any person other than Bidco or any person acting in concert with Bidco announces a firm intention (in accordance with Rule 2.7 of the Code) to make an offer (within the meaning of the Code) to acquire all the issued and to be issued share capital of Dianomi, other than that already owned by the person making such offer, on terms which represent (in the reasonable opinion of RBC Capital Markets (in its capacity as Bidco's financial adviser)) an improvement of 15% or more on the Cash Consideration offered under the Acquisition and (ii) BGF Investments LP shall also lapse and cease to be binding if any person other than Bidco or any person acting in concert with Bidco announces a firm intention (in accordance with Rule 2.7 of the Code) to make an offer (within the meaning of the Code) to acquire all the issued and to be issued share capital of Dianomi, other than that already owned by the person making such offer, on terms which represent (in the reasonable opinion of BGF Investments LP) a cash-equivalent value per Dianomi Share which is at least 10% higher than the aggregate consideration available under the Acquisition, taking into account the amount, timing, conditionality and likelihood of receipt of any contingent consideration.

APPENDIX IV

DEFINITIONS

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

"Acquisition"	the proposed acquisition by Bidco of the entire issued and to be issued share capital of Dianomi to be effected by means of the Scheme or, should Bidco so elect, subject to the consent of the Panel and the terms of the Co-operation Agreement, by means of a Takeover Offer and, where the context admits, any subsequent revision, variation, extension or renewal thereof
"Agreed Dianomi Publisher Agreement"	a written agreement entered into between an Agreed Dianomi Publisher and a member of the Dianomi Group from time to time and "**Agreed Dianomi Publisher Agreements**" shall be construed accordingly
"Agreed Dianomi Publishers"	the publishers who have been engaged by Dianomi to perform publishing services (whether before or after the date hereof) and who are identified in writing as "Agreed Dianomi Publishers" by (i) at any time prior to the Effective Date, Dianomi and Bidco, and (ii) at any time on or after the Effective Date, a CCU Representative and Bidco
"Agreed Form"	the form of such document initialled for the purpose of identification by or on behalf of each of Bidco and Dianomi (or any CCU Representative on Dianomi's behalf), or otherwise confirmed in writing as being the "Agreed Form" version of the document by or on behalf of Bidco and Dianomi (or any CCU Representative on Dianomi's behalf)
"AIM"	the Alternative Investment Market, operated by the London Stock Exchange
"AIM Rules"	the AIM Rules for Companies as published by the London Stock Exchange, as amended from time to time
"Announcement"	this announcement made pursuant to Rule 2.7 of the Code
"Assessment Process"	as defined in paragraph 11 of this Announcement
"Bidco"	Taboola Europe Limited, incorporated in England and Wales with registered number 08119591
"Business Day"	a day on which the London Stock Exchange is open for the transaction of business
"Cash Consideration"	the cash amount of 64 pence payable by Bidco under the Acquisition in respect of each Dianomi Share, as may be adjusted in accordance with the terms of the Acquisition as set out in this Announcement
"**CCU Business Day**"	a day (other than Saturday, Sunday or a public holiday), on which banks in London, United Kingdom and New York, United States are open for business generally

"CCU Deed Poll"	the deed poll executed on 18 September 2026 constituting the Contingent Consideration Units
"CCU Holder"	a holder of a Contingent Consideration Unit
"CCU Representatives"	the individuals appointed as representatives of the CCU Holders pursuant to the CCU Deed Poll (including, in any such case, any alternative appointed pursuant to the CCU Deed Poll) and "**CCU Representative**" means any of them
"Clean Team Agreement"	the clean team agreement entered into by Dianomi and Taboola dated 11 September 2026
"Closing Price"	in respect of a Dianomi Share on any particular day, the closing middle market quotation thereof as derived from the London Stock Exchange Daily Official List (SEDOL) on that day
"CMA"	the Competition and Markets Authority in the United Kingdom
"CMA Condition"	the condition at Condition 3(a) of Appendix I to this Announcement
"Code"	the UK City Code on Takeovers and Mergers as from time to time amended and interpreted by the Panel
"Companies Act"	the Companies Act 2006 (as amended, modified or re-enacted)
"Conditions"	the conditions to the implementation of the Acquisition (including the Scheme) which are set out in Appendix I to this Announcement and to be set out in the Scheme Circular
"Confidentiality Agreement"	the confidentiality agreement entered into by Dianomi and Taboola dated 13 December 2024
"Contingent Consideration Units"	the contingent consideration units to be issued by Bidco
"Co-operation Agreement"	the co-operation agreement dated 18 September 2026 between Bidco and Dianomi and relating, among other things, to the implementation of the Acquisition
"Court"	the High Court of Justice in England and Wales
"CREST"	the relevant system (as defined in the Uncertificated Securities Regulations 2001 (SI 2001/3755)) in respect of which Euroclear UK & Ireland Ltd is the Operator (as defined in such Regulations) in accordance with which securities may be held and transferred in uncertificated form
"Dealing Disclosure"	an announcement pursuant to Rule 8 of the Code containing details of dealings in interests in relevant securities of a party to an offer
"Dianomi"	Dianomi plc, incorporated in England and Wales with registered number 04513809
"Dianomi Directors" or "Dianomi Board"	the board of directors of Dianomi and "Dianomi Director" means any of them

"Dianomi Group"	Dianomi, its subsidiaries and its subsidiary undertakings from time to time
"Dianomi Share Plans"	the Dianomi plc Enterprise Management Incentive Plan together with the Dianomi plc Share Option Schedule for Consultants, the Dianomi plc Share Option Schedule for United States Taxpayers, and the Dianomi plc Share Option Schedule for Australian Taxpayers, as amended from time to time
"Dianomi Shareholders"	holders of Dianomi Shares from time to time
"Dianomi Share(s)"	ordinary shares of £0.002 each in the capital of Dianomi
"Effective"	in the context of the Acquisition: (i) if the Acquisition is implemented by way of Scheme, means the Scheme having become effective pursuant to its terms; or (ii) if the Acquisition is implemented by way of a Takeover Offer, such offer having been declared or become unconditional in accordance with the requirements of the Code
"Effective Date"	the date on which the Acquisition becomes Effective
"Enlarged Group"	the enlarged Taboola Group following completion of the Acquisition comprising the Taboola Group and the Dianomi Group
"Excluded Shares"	any Dianomi Shares: (i) registered in the name of, or beneficially owned by, Bidco or any member of the Taboola Group; or (ii) which are Treasury Shares, in each case at the Scheme Record Time
"FCA"	the UK Financial Conduct Authority, including as the competent authority under Part VI of the FSMA
"Forms of Proxy"	the forms of proxy in connection with each of the Scheme Court Meeting and the General Meeting which accompany the Scheme Circular
"FSMA"	the Financial Services and Markets Act 2000, as amended from time to time
"General Meeting"	the general meeting of Dianomi Shareholders (and any adjournment thereof) to be convened in connection with the Acquisition, notice of which will be set out in the Scheme Circular, to consider and if thought fit approve the Resolutions
"Last Practicable Date"	17 September 2026 (being the last Business Day before the date of this Announcement)

"Loan Note"	any loan note issued by Bidco to the CCU Holders pursuant to the CCU Deed Poll and Loan Note Instrument
"Loan Note Instrument"	the deed poll constituting the Loan Notes to be made by Bidco in certain circumstances following determination of the Loan Note Principal Value
"Loan Note Issue Date"	as defined in paragraph 11 of this Announcement
"Loan Note Payment Date"	the date falling six months and one day after the Loan Note Issue Date, or if that date is not a CCU Business Day, the next CCU Business Day
"Loan Note Principal Value"	as defined in paragraph 11 of this Announcement
"London Stock Exchange"	London Stock Exchange plc, together with any successor thereto
"Longstop Date"	31 December 2026 or such later date, if any, (a) as Bidco and Dianomi may agree in writing, or (b) (in a competitive situation) as may be specified by Bidco with the consent of the Panel, and in each case that (if so required) the Court may allow
"Maximum Consideration"	the Cash Consideration and up to 24 pence per Dianomi Share which may be delivered under the Contingent Consideration Units
"Merger Notice"	a notice to the CMA in the prescribed form as contemplated by section 96 of the Enterprise Act 2002

"New Publisher Agreement"	a new agreement or an amendment, variation and/or restatement of, or addendum to, an Agreed Dianomi Publisher Agreement, in each case which replaces or updates the relevant Agreed Dianomi Publisher Agreement to incorporate: (a) the (i) exclusivity, (ii) code on page, and (iii) duration (being a minimum term of at least 24 months with no termination for convenience or similar) provisions of the Taboola Group's standard terms; and (b) such other provisions of the Taboola Group's standard terms as may be agreed in writing by (i) at any time prior to the Effective Date, Dianomi and Bidco, or (ii) at any time on or after the Effective Date, a CCU Representative and Bidco, and which is entered into between an Agreed Dianomi Publisher and a member of the Dianomi Group: (x) at any time during the Reference Period; or (y) at any time on or after the date of the CCU Deed Poll but prior to the Effective Date and is designated in writing as a "New Publisher Agreement" by (i) at any time prior to the Effective Date, Dianomi and Bidco, and (ii) at any time on or after the Effective Date, a CCU Representative and Bidco, and "**New Publisher Agreements**" shall be construed accordingly
"Offer Period"	the offer period (as defined by the Code) relating to Dianomi, which commenced on 18 September 2026
"Opening Position Disclosure"	an announcement pursuant to Rule 8 of the Code containing details of certain persons' interests in relevant securities of a party to an offer
"Panel"	the UK Panel on Takeovers and Mergers
"Panmure Liberum"	Panmure Liberum Limited, financial adviser to Dianomi
"Phase 2 CMA Reference"	as defined in paragraph 3(a) of Appendix I to this Announcement
"Reference Period"	the period from the date and time of the Effective Date until 5.00 p.m. on the last day of the Revenue Calculation Period
"Regulatory Information Service"	a Regulatory Information Service that is approved by the FCA and is on the list maintained by the FCA

"Resolutions"	the resolutions proposed by Dianomi at the General Meeting in connection with, among other things, the approval of the Scheme and the proposed alteration of Dianomi's articles of association under which Dianomi Shares issued or transferred after the Scheme Record Time shall be automatically transferred to Bidco (or as it may direct) and such other matters as may be necessary to implement the Scheme, the cancellation of admission to trading of the Dianomi Shares on AIM and the re-registration of Dianomi as a private limited company
"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 to Dianomi Shareholders in that jurisdiction
"Restricted Overseas CCU Holder"	(i) any CCU Holder whose registered address is in any jurisdiction where, in the reasonable opinion of Bidco, local laws or regulations may result in a significant risk of civil, regulatory or criminal exposure, or Bidco reasonably believes that it would be unduly onerous to comply with such local laws or regulations, if an offer of the Loan Notes is made in that jurisdiction and/or any other jurisdiction in which it is illegal to issue Loan Notes to CCU Holders or for CCU Holders to hold Loan Notes or where any qualification of the Loan Notes under applicable laws or regulations would be required, and (ii) any US Persons and any persons located in the United States, and "**Restricted Overseas CCU Holders**" shall be construed accordingly
"Restricted Overseas Shareholder"	(i) any Scheme Shareholder whose registered address is in any jurisdiction where, in the reasonable opinion of Bidco, local laws or regulations may result in a significant risk of civil, regulatory or criminal exposure, or Bidco reasonably believes that it would be unduly onerous to comply with such local laws or regulations, if an offer of the Contingent Consideration Units or Loan Notes is made in that jurisdiction and/or any other jurisdiction in which it is illegal to issue Contingent Consideration Units or Loan Notes to Scheme Shareholders or for Scheme Shareholders to hold Contingent Consideration Units or Loan Notes or where any qualification of the Contingent Consideration Units or Loan Notes under applicable laws or regulations would be required, and (ii) any US Persons and any persons located in the United States, and "**Restricted Overseas Shareholders**" shall be construed accordingly
"Revenue Calculation Period"	the period of six months commencing on the later of (i) 1 January 2027, and (ii) the first day of the full calendar month immediately following the Effective Date
"Scheme" or "Scheme of Arrangement"	the scheme of arrangement proposed to be made under Part 26 of the Companies Act between Dianomi and the Scheme Shareholders to be set out in the Scheme Circular, with or subject to any modification, addition or condition approved or imposed by the Court and agreed to by Dianomi and Bidco

"Scheme Circular"	the document to be sent to, among others, Dianomi Shareholders containing and setting out, among other things, the full terms and conditions of the Scheme and the notices convening the Scheme Court Meeting and the General Meeting
"Scheme Court Hearing"	the hearing by the Court (and any adjournment thereof) to sanction the Scheme pursuant to section 899 of the Companies Act, at which the Scheme Court Order is expected to be granted
"Scheme Court Meeting"	the meeting or meetings of the Scheme Shareholders (or any class or classes thereof) to be convened pursuant to section 896 of the Companies Act, for the purpose of considering, and, if thought fit, approving the Scheme (with or without amendment), including any adjournment, postponement or reconvention thereof
"Scheme Court Order"	the order of the Court sanctioning the Scheme pursuant to section 899 of the Companies Act
"Scheme Record Time"	the time and date specified as such in the Scheme Circular or such later time and date as Dianomi and Bidco may agree
"Scheme Shareholders"	holders of Scheme Shares as appearing in the register of Dianomi at the Scheme Record Time, and a "**Scheme Shareholder**" shall mean any one of those Scheme Shareholders
"Scheme Shares"	Dianomi Shares: (i) in issue at the date of the Scheme Circular; (ii) (if any) issued after the date of the Scheme Circular but before the Scheme Voting Record Time; and (iii) (if any) issued at or after the Scheme Voting Record Time and before the Scheme Record Time on terms that the original or any subsequent holders shall be, or shall have agreed in writing by such time to be, bound by the Scheme, in each case remaining in issue at the Scheme Record Time and excluding the Excluded Shares
"Scheme Voting Record Time"	the time and date specified in the Scheme Circular by reference to which entitlement to vote at the Scheme Court Meeting will be determined
"SEC"	the US Securities and Exchange Commission
"Standstill Agreement"	the standstill agreement dated 8 April 2026 between Taboola and Dianomi and relating, among other things, restrictions on the acquisition of Dianomi Shares
"Substantial Interest"	a direct or indirect interest in 20% or more of the total voting rights conferred by the equity share capital of an undertaking
"Taboola"	Taboola.com Ltd, a company incorporated in Israel

"Taboola Group"	Taboola, its subsidiaries and its subsidiary undertakings from time to time
"Takeover Offer"	if (subject to the consent of the Panel and the terms of this Announcement and the Co-operation Agreement) 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 Dianomi on the terms and subject to the conditions to be set out in the related offer document
"Treasury Shares"	shares held as treasury shares as defined in section 724(5) of the Companies Act
"United Kingdom" or "UK"	the United Kingdom of Great Britain and Northern Ireland
"United States" or "US"	the United States of America, its territories and possessions, any state of the United States of America, the District of Columbia, and all other areas subject to its jurisdiction
"US Exchange Act"	US Securities Exchange Act of 1934 (as amended)
"US Person"	a US person as defined in Regulation S of the US Securities Act
"US Securities Act"	US Securities Act of 1933 (as amended)
"Wider Dianomi Group"	Dianomi and the subsidiaries and subsidiary undertakings of Dianomi and associated undertakings (including any joint venture, partnership, firm or company in which any member of the Dianomi Group is interested or any undertaking in which Dianomi and such undertakings (aggregating their interests) have a Substantial Interest)
"Wider Taboola Group"	Taboola and the subsidiaries and subsidiary undertakings of Taboola and associated undertakings (including any joint venture, partnership, firm or company in which any member of the Taboola Group is interested or any undertaking in which Taboola and such undertakings (aggregating their interests) have a Substantial Interest)

Unless otherwise stated, all times referred to in this Announcement are references to the time in London.

All references to legislation in this Announcement are to the legislation of England and Wales unless the contrary is indicated. Any reference to any provision of any legislation (including, for these purposes, the Code) shall include any amendment, modification, re-enactment or extension thereof and all statutory instruments, regulations and orders from time to time made thereunder or therefrom.

Words importing the singular shall include the plural and vice versa.

A reference to "**includes**" shall mean "**includes without limitation**", and references to "**including**" and any other similar term shall be interpreted accordingly.

For the purpose of this Announcement "**subsidiary**", "**subsidiary undertaking**" and "**undertaking**" have the meanings given by the Companies Act.

References to "**£**", "**Sterling**", "**GBP**", "**p**" and "**pence**" are to the lawful currency of the United Kingdom, references to "**$**", "**dollar**", "**USD**" are to the lawful currency of the United States of America.

References to "**%**" are to per cent.