

THIS DOCUMENT IS IMPORTANT AND REQUIRES YOUR IMMEDIATE ATTENTION.

PART TWO (EXPLANATORY STATEMENT) OF THIS DOCUMENT COMPRISES AN EXPLANATORY STATEMENT IN COMPLIANCE WITH SECTION 897 OF THE COMPANIES ACT AND DETAILS OF A PROPOSED ACQUISITION WHICH, IF IMPLEMENTED, WILL RESULT IN THE CANCELLATION OF THE ADMISSION TO TRADING OF DIANOMI SHARES ON AIM.

If you are in any doubt as to the contents of this document and what action you should take, you are recommended to seek your own personal financial, legal and tax advice immediately from your stockbroker, bank manager, solicitor, accountant or other independent financial adviser authorised under the Financial Services and Markets Act 2000 (as amended), if you are in the United Kingdom, or from another appropriately authorised independent financial adviser if you are taking advice in a territory outside the United Kingdom.

If you sell, have sold or otherwise transferred all of your Dianomi Shares, please forward this document and the accompanying documents (but not the personalised Forms of Proxy) at once to the purchaser or transferee, or to the stockbroker, bank or other agent through whom the sale or transfer was effected, for transmission to the purchaser or transferee. However, such documents should not be forwarded or transmitted in, into or from any jurisdiction where to do so would constitute a violation of the relevant laws of any such jurisdiction. If you sell, have sold or otherwise transferred only part of your holding of Dianomi Shares, please retain these documents and consult the stockbroker, bank or other agent through whom the sale or transfer was effected. If you have recently purchased or otherwise been transferred Dianomi Shares, you should contact Dianomi's registrars, Neville Registrars, by telephoning the helpline, details of which are set out on page 7 of this document, to obtain personalised Forms of Proxy.

The release, publication or distribution of this document and/or the accompanying documents (in whole or in part), directly or indirectly in or into or from jurisdictions other than the United Kingdom may be restricted by the laws of those jurisdictions and therefore persons into whose possession this document comes should inform themselves about, and observe, any such restrictions. Failure to comply with any such restrictions may constitute a violation of the securities laws of any such jurisdiction.

Neither this document nor any of the accompanying documents do or are intended to constitute or form part of any offer or invitation to purchase, otherwise acquire, subscribe for, sell or otherwise dispose of, any securities or the solicitation of any vote or approval pursuant to the Scheme or otherwise, in any jurisdiction in which such offer, invitation or solicitation is unlawful. This document is not a prospectus or prospectus equivalent document.

**Recommended acquisition
of
DIANOMI PLC
by
TABOOLA EUROPE LIMITED**

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

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

This document and its publication have not been approved by any regulatory authority.

This document (including any documents incorporated into it by reference), together with the accompanying Forms of Proxy, should be read as a whole carefully. Your attention is drawn to the letter from the Chair of Dianomi in Part One (*Letter from the Chair of Dianomi plc*) of this document, which contains the unanimous recommendation of the Dianomi Directors that you vote in favour of the Scheme at the Scheme Court Meeting and the Resolution to be proposed at the General Meeting. A letter from Panmure Liberum explaining the Scheme appears in Part Two (*Explanatory Statement*) of this document and constitutes an explanatory statement in compliance with section 897 of the Companies Act.

Notices of the Scheme Court Meeting and the General Meeting of Dianomi, each of which will be held at Thomas House, 84 Eccleston Square, London SW1V 1PX on 6 November 2026, are set out in Part Ten (*Notice of Scheme Court Meeting*) and Part Eleven (*Notice of General Meeting of Dianomi plc*) of this document. The Scheme Court Meeting will start at 2.00 p.m. on that date and the General Meeting will start at 2.15 p.m. or as soon thereafter as the Scheme Court Meeting is concluded or adjourned.

Actions to be taken in respect of the Meetings is set out on pages 40 to 41 (inclusive) of this document. The blue Form of Proxy is to be used in connection with the Scheme Court Meeting and the white Form of Proxy is to be used in connection with the General Meeting. Whether or not you intend to attend both or either of the Scheme Court Meeting or the General Meeting, you are asked to complete and return the enclosed blue and white Forms of Proxy (or appoint a proxy electronically at www.sharegateway.co.uk) in accordance with the instructions printed thereon as soon as possible, but in any event so as to be received by Dianomi's registrar, Neville Registrars, not later than 48 hours before the relevant Meeting, excluding any part of a day that is not a Business Day. If you hold your Dianomi Shares in uncertificated form (that is, in CREST), you may also appoint a proxy through the CREST electronic proxy appointment services by following the instructions set out on pages 8 and 9 of this document. If the blue Form of Proxy for the Scheme Court Meeting is not lodged by the relevant time, it may be handed to the Chair of the Scheme Court Meeting or to a representative of Dianomi's registrar, Neville Registrars, on behalf of the Chair of the Scheme Court Meeting, before the start of the Scheme Court Meeting (or any adjournment thereof). However, in the case of the General Meeting, if the white Form of Proxy for the General Meeting is not lodged by the relevant time or not otherwise lodged in accordance with the instructions set out in the relevant Form of Proxy, it will be invalid. Completion and return of the Forms of Proxy or appointing a proxy electronically at www.sharegateway.co.uk or through the CREST electronic proxy appointment system will not prevent you from attending and voting in person at the Scheme Court Meeting or General Meeting or any adjournment of the Scheme Court Meeting or General Meeting if you so wish and are so entitled.

If you have any questions about this document, the Scheme Court Meeting or the General Meeting or how to complete the Forms of Proxy (or appoint a proxy electronically at www.sharegateway.co.uk or through the CREST electronic proxy appointment service), please call the shareholder helpline operated by Neville Registrars on 0121 585 1131 (if calling from within the UK) or on +44 (0) 121 585 1131 from outside the UK (calls to this number from outside the UK will be charged at the applicable international rate). The helpline is open between 9.00 a.m. and 5.00 p.m., Monday to Friday excluding public holidays in England and Wales. Please note that Neville Registrars cannot provide any financial, legal or tax advice nor provide any advice on the merits of the Scheme and calls may be recorded and randomly monitored for security and training purposes.

Certain terms used in this document are defined in Part Nine (*Definitions*) of this document.

Panmure Liberum, which is authorised and regulated by the FCA in the United Kingdom, is acting as financial adviser exclusively for Dianomi and for no one else in connection with the matters referred to in this document. Panmure Liberum will not be responsible to anyone other than Dianomi for providing the protections afforded to its clients or for providing advice in relation to the contents of this document or any arrangement referred to herein. Panmure Liberum has given, and not withdrawn, its consent to the inclusion in this document of the references to its name and the advice it has given to the Dianomi Board in the form and context in which they appear.

RBC, 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 document and will not be responsible to anyone other than Taboola and Bidco for providing the protections afforded to its clients or for providing advice in relation to the contents of this document or any arrangement referred to herein. Neither RBC 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 in connection with this document or any matter referred to herein. RBC has given, and not withdrawn, its consent to the inclusion in this document of the references to its name and its trading name and the advice it has given to Taboola and Bidco in the form and context in which they appear.

No person has been authorised to give any information or make any representations other than those contained in this document and, if given or made, such information or representations must not be relied upon as having been authorised by Dianomi, the Dianomi Directors, Taboola, the Taboola Directors, Bidco, the Bidco Directors, or by Panmure Liberum, RBC or any other person involved in the Acquisition. Neither the delivery of this document nor the holding of the Meetings, the Scheme Court Hearing or the delivery of the Scheme Court Order to the Registrar of Companies shall, under any circumstances, create any implication that there has been no change in the affairs of the Dianomi Group or the Taboola Group since the date of this document or that the information in, or incorporated into, this document is correct as at any time subsequent to its date.

IMPORTANT NOTICES

Notice to overseas shareholders

General

The release, publication or distribution of this document in or into or from 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.

Neither this document nor any of the accompanying documents do or are intended to constitute or form part of any offer or invitation to purchase, otherwise acquire, subscribe for, sell or otherwise dispose of, any securities or the solicitation of any vote or approval pursuant to the Scheme or otherwise, in any jurisdiction in which such offer, invitation or solicitation is unlawful. This document and the accompanying Forms of Proxy have been prepared for the purposes of complying with English law, the AIM Rules, the Rules of the London Stock Exchange and the Code, and the information disclosed may not be the same as that which would have been disclosed if this document 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 document 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.

It is the responsibility of any person into whose possession this document comes to satisfy themselves as to the full observance of the laws of the relevant jurisdiction in connection with the Acquisition including the obtaining of any governmental, exchange control or other consents which may be required and/or compliance with other necessary formalities which are required to be observed and the payment of any issue, transfer or other taxes or levies due in such jurisdiction.

This document does not constitute an offer to sell or issue or the solicitation of an offer to buy or subscribe for shares in any jurisdiction in which such Acquisition or solicitation is unlawful.

Additional information for US investors

The Acquisition relates to the shares of a company incorporated in England and Wales 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 document nor any of the accompanying documents. Any representation to the contrary is a criminal offence in the United States. Financial information relating to Dianomi included in this document 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.

Any Contingent Consideration Units or Loan Notes issued under the Scheme have not been and will not be registered under the US Securities Act, or under any laws of any securities regulatory authority of any state of the United States and may not be offered or sold in the United States absent registration or pursuant to an exemption from the registration requirements of the US Securities Act. This document shall not constitute an offer to sell or the solicitation of an offer to buy, nor shall there be any sale of the Contingent Consideration Units or Loan Notes (if any) in the United States. The Contingent Consideration Units are expected to be issued in reliance upon the exemption from the registration requirements of the US Securities Act provided by Section 3(a)(10) thereof. The Loan Notes (if any) issued to CCU Holders in exchange for such Contingent Consideration Units issued pursuant to the Scheme are expected to be issued in reliance upon the exemption from the registration requirements under the US Securities Act provided by Section 3(a)(9) thereof.

For the purpose of qualifying for the exemption from the registration requirements of the US Securities Act provided by Section 3(a)(10) and disapplying the applicable US tender offer rules under Regulation 14E under the US Exchange Act with respect to the Scheme, the Court will be advised that its sanctioning of the Scheme will be relied on by Dianomi and Bidco as an approval of the Scheme following a hearing on its fairness to Dianomi Shareholders, at which hearing all such Dianomi Shareholders are entitled to attend in person, by authorised representative, by proxy or through counsel, to support or oppose the sanctioning of the Scheme and with respect to which notification has been given to all such Dianomi Shareholders.

The receipt of cash and/or Contingent Consideration Units (if any) and/or Loan Notes (if any) 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 Wales and Taboola is organised under the laws of Israel. Some of the officers and directors of Dianomi, Taboola and Bidco 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, Taboola, Bidco or any of their respective officers or directors, or to enforce outside the United States judgments obtained against Dianomi, Taboola, Bidco or any of their respective officers or directors in US courts, including, without limitation, judgments 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, Taboola or Bidco in a non-US court for violations of US securities laws. It may be difficult to compel Dianomi, Taboola or Bidco 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, including into the United States, the Takeover 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/for-investors/>.

Neither the SEC nor any securities commission of any state of the United States nor any other United States regulatory authority has approved any securities referred to in this document or the Acquisition, passed upon the fairness of the Acquisition or passed upon the adequacy or accuracy of this document. Any representation to the contrary is a criminal offence in the United States.

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 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 document (including information incorporated by reference in this document), oral statements made regarding the Acquisition and the Scheme, and any 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 document 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. 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.

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 document will actually occur. Given these risks and uncertainties, Dianomi Shareholders and potential investors should not place any reliance on forward-looking statements.

The forward-looking statements speak only at the date of this document. 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 document is intended as a profit forecast or profit estimate or quantified financial benefit statement for any period and no statement in this document should be interpreted to mean that earnings or earnings per share for Dianomi or Taboola, as appropriate, for the current or future financial years would necessarily match or exceed the historical published earnings or earnings per share for Dianomi or Taboola, as appropriate, 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 of the Code

Under Rule 8.3(a) of the Code, any person who is interested in 1 per cent. 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. on the 10th Business Day following the commencement of the offer period and, if appropriate, by no later than 3.30 p.m. 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 per cent. 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. on the Business Day following the date of the relevant dealing.

If two or more persons act together pursuant to an agreement or understanding, whether formal or informal, to acquire or control an interest in relevant securities of an offeree company or a securities exchange offeror, they will be deemed to be a single person for the purpose of Rule 8.3.

Opening Position Disclosures must also be made by the offeree company and by any offeror and Dealing Disclosures must also be made by the offeree company, by any offeror and by any persons acting in concert with any of them (see Rules 8.1, 8.2 and 8.4).

Details of the offeree and offeror companies in respect of whose relevant securities Opening Position Disclosures and Dealing Disclosures must be made can be found in the Disclosure Table on the 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.

Rounding

Certain figures included in this document have been subjected to rounding adjustments. Accordingly, figures shown for the same category presented in different tables may vary slightly and figures shown as totals in certain tables may not be an arithmetic aggregation of the figures that precede them.

Publication on website and availability of hard copies

A copy of this document 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 the investor relations section of Dianomi's website at <https://www.dianomi.com/for-investors/> and on Taboola's investor relations website at <https://investors.taboola.com/> promptly and in any event by no later than 12.00 noon on the Business Day following publication of this document. For the avoidance of doubt, the contents of that website are not incorporated into and do not form part of this document.

Subject to certain restrictions related to persons resident in Restricted Jurisdictions, Dianomi Shareholder who received this document in electronic form may request a hard copy of this document, free of charge, by contacting Neville Registrars at Neville House, Steelpark Road, Halesowen, B62 8HD or on 0121 585 1131 (if calling from within the UK) or +44 (0) 121 585 1131 (if calling from outside the UK) between 9.00 a.m. and 5.00 p.m. Monday to Friday (excluding public holidays in England and Wales). Calls to this number from persons who are not resident in the UK are charged at the applicable international rate. Calls from a mobile device may incur network extras. You may also request that all future documents, announcements and information to be sent to you in relation to the Acquisition should be in hard copy form.

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 Taboola and Bidco during the Offer Period as requested under Section 4 of Appendix 4 of the Code.

This document is dated 14 October 2026.

TO VOTE ON THE ACQUISITION

This page should be read in conjunction with the rest of this document, and in particular, the section headed **“ACTIONS TO BE TAKEN”** set out on pages 40 to 41 of this document and the notices of the Scheme Court Meeting and the General Meeting at Part Ten (*Notice of Scheme Court Meeting*) and Part Eleven (*Notice of General Meeting of Dianomi plc*) of this document.

IT IS IMPORTANT THAT, FOR THE SCHEME COURT MEETING IN PARTICULAR, AS MANY VOTES AS POSSIBLE ARE CAST SO THAT THE COURT MAY BE SATISFIED THAT THERE IS A FAIR AND REASONABLE REPRESENTATION OF SCHEME SHAREHOLDER OPINION. DIANOMI SHAREHOLDERS ARE THEREFORE STRONGLY URGED TO COMPLETE, SIGN AND RETURN YOUR FORMS OF PROXY (OR TO APPOINT A PROXY ELECTRONICALLY AT WWW.SHAREGATEWAY.CO.UK OR THROUGH THE CREST ELECTRONIC PROXY APPOINTMENT SERVICE (AS APPROPRIATE)) AS SOON AS POSSIBLE. DOING SO WILL NOT PREVENT YOU FROM ATTENDING, SPEAKING AND VOTING AT THE MEETINGS, OR ANY ADJOURNMENT THEREOF, IF YOU WISH AND ARE ENTITLED TO DO SO.

THE DIANOMI DIRECTORS RECOMMEND UNANIMOUSLY THAT YOU VOTE, OR PROCURE THE VOTING, TO APPROVE THE SCHEME AT THE SCHEME COURT MEETING AND TO VOTE IN FAVOUR OF THE RESOLUTION 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 OF DIANOMI SHARES (AND PROCURE TO BE DONE IN RESPECT OF THE BENEFICIAL HOLDINGS OF THEIR SPOUSE, CIVIL PARTNER AND/OR RELATED TRUSTS).

Whether or not you plan to attend the Meetings, Dianomi Shareholders should:

1. complete, sign and return the blue Form of Proxy for use at the Scheme Court Meeting (or appoint a proxy electronically at www.sharegateway.co.uk), or alternatively, if you hold your Dianomi Shares in CREST, appoint a proxy through the CREST electronic proxy appointment service, so as to be received no later than 2.00 p.m. on 4 November 2026; and
2. complete, sign and return the white Form of Proxy for use at the General Meeting (or appoint a proxy electronically at www.sharegateway.co.uk), or alternatively, if you hold your Dianomi Shares in CREST, appoint a proxy through the CREST electronic proxy appointment service, so as to be received no later than 2.15 p.m. on 4 November 2026,

or in the case of any adjournment, so as to be received not less than 48 hours before the time and date set for the adjourned Meeting, excluding any part of a day that is not a Business Day.

If you have not received the blue Form of Proxy and/or the white Form of Proxy, please contact the shareholder helpline on the number provided below.

If the blue Form of Proxy for the Scheme Court Meeting is not lodged by the above time, it may be handed to the Chair of the Scheme Court Meeting or to a representative of Dianomi's registrar, Neville Registrars, on behalf of the Chair of the Scheme Court Meeting before the start of the Scheme Court Meeting (or any adjournment thereof). However, in the case of the General Meeting, if the white Form of Proxy for the General Meeting is not lodged by the time mentioned above or not otherwise lodged in accordance with the instructions set out in the relevant Form of Proxy, it will be invalid.

CREST members who wish to appoint a proxy or proxies through the CREST electronic proxy appointment service may do so by using the procedures described in the CREST Manual. CREST personal members or other CREST sponsored members, and those CREST members who have appointed service provider(s), should refer to their CREST sponsor or voting service provider(s), who will be able to take the appropriate action on their behalf.

In order for a proxy appointment or instruction made by means of CREST to be valid, the appropriate CREST message (a **“CREST Proxy Instruction”**) must be properly authenticated in accordance with Euroclear's specifications and must contain the information required for such instructions as described

in the CREST Manual (available via www.euroclear.com). The message, regardless of whether it constitutes the appointment of a proxy or an amendment to the instructions given to a previously appointed proxy must, in order to be valid, be transmitted so as to be received by Dianomi's registrar, Neville Registrars (participant ID 7RA11), not later than 2.00 p.m. on 4 November 2026 in the case of the Scheme Court Meeting and not later than 2.15 p.m. on 4 November 2026 in the case of the General Meeting (or, in the case of an adjourned Meeting, not less than 48 hours before the time and date set for the adjourned Meeting, excluding any part of a day that is not a Business Day). For this purpose, the time of receipt will be taken to be the time (as determined by the time stamp applied to the message by the CREST Applications Host) from which Neville Registrars is able to retrieve the message by enquiry to CREST in the manner prescribed by CREST. After this time any change of instructions to proxies appointed through CREST should be communicated to the appointee through other means.

CREST members and, where applicable, their CREST sponsors or voting service provider(s), should note that Euroclear does not make available special procedures in CREST for any particular messages. Normal system timings and limitations will therefore apply in relation to the input of CREST Proxy Instructions. It is the responsibility of the CREST member concerned to take (or, if the CREST member is a CREST personal member or sponsored member or has appointed (a) voting service provider(s), to procure that his or her CREST sponsor or voting service provider(s) take(s)) such action as shall be necessary to ensure that a message is transmitted by means of the CREST system by any particular time. CREST members and, where applicable, their CREST sponsors or voting service provider(s) are referred, in particular, to those sections of the CREST Manual concerning practical limitations of the CREST system and timings.

Dianomi may treat as invalid a CREST Proxy Instruction in the circumstances set out in Regulation 35(5)(a) of the Uncertificated Securities Regulations 2001 (SI 2001/3755), as amended from time to time.

If you wish to appoint more than one proxy in respect of your shareholding, please contact the shareholder helpline on the number provided below to obtain (an) additional Form(s) of Proxy. Alternatively, you may photocopy the enclosed Form of Proxy or, if you are a CREST member, please follow the procedures set out in the CREST Manual.

The completion and return of Forms of Proxy (or the submission of a proxy electronically at www.sharegateway.co.uk or via the CREST electronic proxy appointment service (as appropriate)) will not prevent you from attending and voting at the Scheme Court Meeting and/or General Meeting, or any adjournments of such Meetings should you wish to do so and are entitled to do so.

The results of the Scheme Court Meeting and the General Meeting will be announced through a Regulatory Information Service and also published on Dianomi's website at <https://www.dianomi.com/for-investors/> once the votes have been counted and verified.

Shareholder helpline

If you have any questions about this document, the Scheme Court Meeting or the General Meeting or how to complete the Forms of Proxy (or appoint a proxy electronically at www.sharegateway.co.uk or through the CREST electronic proxy appointment service), please call the shareholder helpline operated by Neville Registrars on 0121 585 1131 (if calling from within the UK) or on +44 (0) 121 585 1131 from outside the UK (calls to this number from outside the UK will be charged at the applicable international rate). The helpline is open between 9.00 a.m. and 5.00 p.m., Monday to Friday excluding public holidays in England and Wales. Please note that Neville Registrars cannot provide any financial, legal or tax advice nor provide any advice on the merits of the Scheme and calls may be recorded and randomly monitored for security and training purposes.

EXPECTED TIMETABLE OF PRINCIPAL EVENTS

The following indicative timetable sets out expected dates for the implementation of the Scheme:

<i>Event</i>	<i>Time and/or date</i>
Publication of this document	14 October 2026

Latest time for lodging Forms of Proxy and registering proxy appointments through www.sharegateway.co.uk or CREST for the:

Scheme Court Meeting (blue Form of Proxy)	2.00 p.m. on 4 November 2026 ⁽¹⁾
General Meeting (white Form of Proxy)	2.15 p.m. on 4 November 2026 ⁽²⁾

Scheme Voting Record Time for the Scheme Court Meeting and the General Meeting	6.00 p.m. on 4 November 2026 ⁽³⁾
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Scheme Court Meeting	2.00 p.m. on 6 November 2026
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General Meeting	2.15 p.m. on 6 November 2026 ⁽⁴⁾
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The following dates and times are indicative only and are subject to change⁽⁵⁾

Scheme Court Hearing	A date (“D”) to be determined following the satisfaction or (if capable of waiver) waiver of the Conditions set out in Part Three (<i>Conditions to the implementation of the Scheme and to the Acquisition</i>) (other than Conditions 1 and 2(c)) of this document
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Last day of dealings in, or for registration of transfers of, and disablement in CREST of, Dianomi Shares	D+1 Business Day
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Scheme Record Time	6.00 p.m. on D+1 Business Day ⁽⁶⁾
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Dealings in Dianomi Shares suspended	7.30 a.m. on D+2 Business Days
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Expected Effective Date of the Scheme	D+2 Business Days
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Cancellation of admission to trading of, and dealings in, Dianomi Shares on AIM	7.00 a.m. on D+3 Business Days
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Latest date for despatch of cheques and crediting of CREST for Cash Consideration due under the Scheme	within 14 days of the Effective Date
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Latest date for despatch of certificates in respect of Contingent Consideration Units due under the Scheme	within 14 days of the Effective Date
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Longstop Date	31 December 2026 ⁽⁷⁾
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Notes:

- (1) It is requested that blue Forms of Proxy for the Scheme Court Meeting be lodged not later than 48 hours before the time appointed for the Scheme Court Meeting or, if the Scheme Court Meeting is adjourned, 48 hours prior to the time and date set for any adjourned Scheme Court Meeting (in each case, excluding any part of a day that is not a Business Day). Blue Forms of Proxy for the Scheme Court Meeting not lodged by this time may be handed to the Chair of the Scheme Court Meeting or to a representative of Dianomi’s registrar, Neville Registrars, on behalf of the Chair before the start of the Scheme Court Meeting (or any adjournment thereof).
- (2) White Forms of Proxy for the General Meeting must be lodged not later than 48 hours before the time appointed for the General Meeting or, if the General Meeting is adjourned, 48 hours prior to the time fixed for the adjourned General Meeting (in each case, excluding any part of a day that is not a Business Day). White Forms of Proxy for the General Meeting not lodged by this time or not otherwise lodged in accordance with the instructions set out in the relevant Form of Proxy will be invalid.
- (3) If either the Scheme Court Meeting or the General Meeting is adjourned, the Scheme Voting Record Time for the relevant adjourned meeting will be 6.00 p.m. on the day which is two Business Days before the date of the adjourned meeting.
- (4) Or as soon thereafter as the Scheme Court Meeting is concluded or adjourned.

- (5) These times and dates are indicative only and will depend, among other things, on the date upon which: (i) the Conditions are satisfied or (if capable of waiver) waived; (ii) the Court sanctions the Scheme; and (iii) a certified copy of the Scheme Court Order is delivered to the Registrar of Companies for registration.
- (6) Or such later time and date as Bidco and Dianomi may agree and that (if so required) the Court may allow.
- (7) This is the latest date by which the Scheme may become Effective, 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.

All references in this document to times are to London time unless otherwise stated. The dates and times given are indicative only and are based on Dianomi's current expectations and may be subject to change. If any of the expected times and/or dates above change, the revised times and/or dates will be notified to Dianomi Shareholders by announcement through a Regulatory Information Service with such announcement being made available on Dianomi's website at <https://www.dianomi.com/for-investors/>.

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PART ONE

LETTER FROM THE CHAIR OF DIANOMI PLC

DIANOMI PLC

(Incorporated and registered in England and Wales with number 04513809)

Directors:

Michael Kelly – *Non-executive Chair*
Rupert Edward Hodson – *Chief Executive Officer*
Matthew Singh – *Non-executive Director*
Charlotte Alexandra Stranner – *Chief Financial Officer*
Paul David Gibson – *Non-executive Director*

Registered Office:

C/O Arch Law Floor 2,
8 Bishopsgate, London,
United Kingdom,
EC2N 4BQ

14 October 2026

To the holders of Dianomi Shares and, for information only, to participants in the Dianomi Share Plans and persons with information rights

Dear Dianomi Shareholder

RECOMMENDED ACQUISITION OF DIANOMI PLC BY TABOOLA EUROPE LIMITED (A WHOLLY-OWNED SUBSIDIARY OF TABOOLA.COM LTD)

1. Introduction

On 18 September 2026, the boards of Taboola and Dianomi announced that they had reached an agreement on the terms of a recommended acquisition pursuant to which Bidco, a wholly-owned subsidiary of Taboola, will acquire the entire issued and to be issued ordinary share capital of Dianomi (the “**Acquisition**”).

The Acquisition will be implemented by means of a Court-sanctioned scheme of arrangement between Dianomi and the Scheme Shareholders under Part 26 of the Companies Act (although 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).

I am writing to you today on behalf of the Dianomi Directors to set out the background to the Acquisition and the reasons why the Dianomi Directors consider the terms of the Acquisition to be fair and reasonable and are unanimously recommending that you vote in favour of the Acquisition and the Scheme. I draw your attention to the letter from Panmure Liberum set out in Part Two (*Explanatory Statement*) of this document which gives details about the Acquisition, to the details of the Contingent Consideration Units and Loan Notes set out in Part Six (*Contingent Consideration Units and Loan Notes*) of this document and to the additional information on Dianomi, Taboola and Bidco set out in Part Eight (*Additional Information on Dianomi, Taboola and Bidco*) of this document, and the notices of the Court Meeting and General Meeting which are set out in Part Ten (*Notice of Scheme Court Meeting*) and Part Eleven (*Notice of General Meeting of Dianomi plc*) of this document.

In order to approve the terms of the Acquisition, the Scheme will require the approval of Dianomi Shareholders at the Scheme Court Meeting and the passing of the Resolution to be proposed at the General Meeting, in each case to be held on 6 November 2026 at Thomas House, 84 Eccleston Square, London SW1V 1PX, by the requisite majorities. In addition, the Scheme will require the subsequent sanction of the Court. Details of the actions you are asked to take are set out in paragraph 16 of Part Two (*Explanatory Statement*) of this document. The recommendation of the Dianomi Directors is set out in paragraph 12 of this letter.

It is important that, for the Scheme Court Meeting in particular, as many votes as possible are cast so that the Court may be satisfied that there is a fair and reasonable representation of Scheme Shareholders’ opinion. Dianomi Shareholders are therefore strongly urged to complete, sign and return your Forms of Proxy (or to appoint a proxy electronically at www.sharegateway.co.uk or through the CREST electronic proxy appointment service (as

appropriate)) as soon as possible. Doing so will not prevent you from attending, speaking and voting at the Meetings, or any adjournment thereof, if you wish and are entitled to do so.

Further details of the Scheme and the Meetings are set out in paragraphs 2 and 8 of Part Two (*Explanatory Statement*) of this document and the terms of the Scheme are set out in full in Part Four (*The Scheme of Arrangement*) of this document.

2. Summary of the terms of the Acquisition

Under the terms of the Acquisition, which will be subject to the terms and conditions set out in Part Three (*Conditions to the implementation of the Scheme and to the Acquisition*) of this document, which include (inter alia) approval of the Scheme at the Scheme Court Meeting, passing of Resolution at the General Meeting, satisfaction or waiver of the CMA Condition highlighted in paragraph 2 of Part Two (*Explanatory Statement*), 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 £20 million on a fully diluted basis and delivers 64 pence in cash for each Dianomi Share, which represents a premium of approximately:

- 68 per cent. to the Closing Price of 38.0 pence per Dianomi Share on 17 September 2026 (being the last Business Day prior to the start of the Offer Period);
- 114 per cent. to Dianomi’s three month volume weighted average share price of 29.9 pence per Dianomi Share to 17 September 2026 (being the last Business Day prior to the start of the Offer Period); and
- 350 per cent. to Dianomi’s six month volume weighted average share price of 14.2 pence per Dianomi Share to 17 September 2026 (being the last Business Day prior to the start of the Offer Period).

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 per cent. to the Closing Price of 38.0 pence per Dianomi Share on 17 September 2026 (being the last Business Day prior to the start of the Offer Period);
- 194 per cent. to Dianomi’s three month volume weighted average share price of 29.9 pence per Dianomi Share to 17 September 2026 (being the last Business Day prior to the start of the Offer Period); and
- 519 per cent. to Dianomi’s six month volume weighted average share price of 14.2 pence per Dianomi Share to 17 September 2026 (being the last Business Day prior to the start of the Offer Period).

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 Announcement Date, 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. If such right is exercised, any reference in this document 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 or Scheme.

Further details of the Contingent Consideration Units and the Loan Notes are contained in paragraph 8 of this Part One (*Letter from the Chair of Dianomi plc*) and at Part Six (*Contingent Consideration Units and Loan Notes*) of this document.

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 drive additional page views and strengthen 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. 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 per cent. to the Closing Price of 38.0 pence per Dianomi Share on 17 September 2026 (being the last Business Day prior to the start of the Offer Period) and a premium of approximately 350 per cent. to Dianomi's six month volume weighted average share price of 14.2 pence per Dianomi Share to 17 September 2026 (being the last Business Day prior to the start of the Offer Period), 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 favour of the Acquisition in respect of approximately 64.85 per cent. of the issued share capital of Dianomi as at the Last Practicable Date.

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 the Taboola Group's standard terms within the agreed time frame and subject to a minimum threshold as described in the 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 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 per cent. to the Closing Price of 38.0 pence per Dianomi Share on 17 September 2026 (being the last Business Day prior to the start of the Offer Period) and a premium of approximately 519 per cent. to Dianomi's six month volume weighted average share price of 14.2 pence per Dianomi Share to 17 September 2026 (being the last Business Day prior to the start of the Offer Period), 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 recommends 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 Resolution 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 10.44 per cent. of the Dianomi Shares in issue on the Last Practicable Date.

5. 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 Resolution 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 10.44 per cent. 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 64.85 per cent. 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 Resolution 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 75.29 per cent. 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 paragraph 9 of Part Eight (*Additional Information on Dianomi, Taboola and Bidco*) of this document.

6. Management, employees and business of Dianomi

Strategic plans for Dianomi

As set out in paragraph 3 of this Part One (*Letter from the Chair of Dianomi plc*), 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 6, 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 US subsidiary may be transferred to an existing Taboola office location in New York and US 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 a request will be made to the London Stock Exchange to cancel trading in Dianomi's shares on AIM, to take effect shortly after the Effective Date once the Scheme Shares have been transferred to Bidco.

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 will re-register Dianomi as a private company.

Post-offer undertakings

No statements in this paragraph 6 constitute "post-offer undertakings" for the purposes of Rule 19.5 of the Code.

Views of the Dianomi Board

The Dianomi Board has considered the strategic plans and intentions expressed by Taboola and Bidco in this paragraph 6 and in paragraph 3 of this Part One. The Dianomi Board notes and welcomes:

- Taboola's and Bidco's confirmation that, following the Scheme becoming Effective, the existing contractual and statutory employment rights, including in relation to pensions and other employment benefits, of all Dianomi employees and management will be safeguarded in accordance with applicable law;
- their statement that they do not envisage a material change in the conditions of employment of the management and employees of Dianomi, nor any material change to the balance of the skills and functions of Dianomi's employees, save as described in this paragraph 6; and
- Taboola's statement that any headcount reductions are expected to be limited and not material in the context of Dianomi's overall headcount, and that any such reductions will be subject to comprehensive planning and appropriate engagement with affected employees.

On that basis, and having regard to the strategic rationale for the Acquisition set out in paragraph 3 of this Part One, the Dianomi Board considers that the Acquisition can be expected to have a positive effect on Dianomi's interests, including the interests of its employees, taken as a whole.

7. Dianomi Share Plans

The Acquisition will affect participants in the Dianomi Share Plans. The impact of the Scheme in relation to options outstanding under the Dianomi Share Plans is summarised in paragraph 7 of Part Two (*Explanatory Statement*) of this document. Participants in the Dianomi Share Plans will be contacted

separately regarding the effect of the Acquisition on their rights under the Dianomi Share Plans and, where required, appropriate proposals will be made to such participants in accordance with Rule 15 of the Code.

8. Details of the Contingent Consideration Units and Loan Notes

Dianomi Shareholders are strongly advised to read this paragraph 8 in full. Certain risk factors relating to, and further particulars of, the Contingent Consideration Units and Loan Notes are set out in Part Six (*Contingent Consideration Units and Loan Notes*) of this document, which should also be read 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 the Announcement. 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 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 (i) if their registered address is in a 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 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. If Bidco reasonably believes or is advised that a Scheme Shareholder is a Restricted Overseas Shareholder, the Contingent Consideration Units which would otherwise have been attributable to such Restricted Overseas Shareholder under the terms of the Acquisition and the CCU Deed Poll (and any Loan Notes that may be issued in respect of any such Contingent Consideration Units under the terms of the Acquisition, the CCU Deed Poll and the Loan Note Instrument) will be held by Bidco itself (or a nominee of Bidco) on behalf of such Restricted Overseas Shareholder. Any subsequent cash proceeds that may become due in respect of such Contingent Consideration Units and Loan Notes will be forwarded to the Restricted Overseas Shareholder at the same time as payment is made to the holders of the Loan Notes (subject to the terms and conditions of the Contingent Consideration Units and Loan Notes as they apply for determining such amount) (after deduction of fees and other costs and expenses).

If, following the issue of the Contingent Consideration Units, Bidco reasonably believes or is advised that a CCU Holder is a Restricted Overseas CCU Holder, any Loan Notes which would otherwise have been attributable to such CCU Holder under the terms of the Acquisition, the CCU Deed Poll and the Loan Note Instrument will be held by Bidco itself (or a nominee of Bidco) on behalf of such Restricted Overseas CCU Holder. Any subsequent cash proceeds that may become due to the Restricted Overseas CCU Holder in respect of such Loan Notes will be forwarded to the Restricted Overseas CCU Holder at the same time as payment is made to the holders of the Loan Notes (subject to the terms and conditions of the Contingent Consideration Units and Loan Notes as they apply for determining such amount) (after deduction of fees and other costs and expenses).

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.

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

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 per cent. and 100 per cent. and where, for the avoidance of doubt:

- (i) the Relevant Percentage is 50 per cent. or less, X shall equal zero;
- (ii) the Relevant Percentage is 75 per cent., X shall equal 12; and
- (iii) the Relevant Percentage is 100 per cent. 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. Dianomi intends to appoint Rupert Hodson and Charlotte Stranner as the initial CCU Representatives. 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.

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

Post-offer undertakings

No statements in this paragraph 8 constitute “post-offer undertakings” for the purposes of Rule 19.5 of the Code.

9. Action to be taken by Dianomi Shareholders

Details of the approvals being sought at the Scheme Court Meeting and the General Meeting and the action to be taken by Dianomi Shareholders in respect of the Acquisition are set out in paragraph 16 of Part Two (*Explanatory Statement*) of this document.

10. Overseas shareholders

Overseas holders of Dianomi Shares should refer to Part Seven (*Additional information for overseas shareholders*) of this document.

11. United Kingdom Taxation

Your attention is drawn to paragraph 14 of Part Two (*Explanatory Statement*) of this document headed “Taxation” which contains a summary of certain limited aspects of the UK tax treatment of the Acquisition and the Scheme. Although this document contains certain tax-related information, if you are in any doubt about your own tax position, and in particular if you are subject to taxation in any jurisdiction other than the United Kingdom, you should consult an appropriately qualified independent professional adviser immediately.

12. Recommendation

The Dianomi Directors, who have been so advised by Panmure Liberum as to the financial terms of the Acquisition, unanimously consider the terms of the Acquisition to be fair and reasonable.

Accordingly, the Dianomi Directors 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 Resolution 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 10.44 per cent. of the Dianomi Shares in issue on the Last Practicable Date.

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

13. Further information

Your attention is drawn to further information contained in the letter from Panmure Liberum at Part Two (*Explanatory Statement*), Part Three (*Conditions to the Implementation of the Scheme and to the Acquisition*), Part Four (*The Scheme of Arrangement*), Part Six (*Contingent Consideration Units and Loan Notes*) and Part Eight (*Additional Information on Dianomi, Taboola and Bidco*) of this document which provide further details concerning the Scheme.

You are advised to read the whole of this document and the accompanying Forms of Proxy and not just rely on the summary information contained in this letter.

Yours faithfully,

Michael Kelly
Chair of Dianomi plc

PART TWO

EXPLANATORY STATEMENT

Panmure Liberum Limited
Ropemaker Place, 25 Ropemaker Street
London EC2Y 9LY

Incorporated in England and Wales
with registered number 04915201

14 October 2026

To the holders of Dianomi Shares and, for information only, to participants in the Dianomi Share Plans and persons with information rights

Dear Dianomi Shareholder

RECOMMENDED ACQUISITION OF DIANOMI PLC BY TABOOLA EUROPE LIMITED (A WHOLLY-OWNED SUBSIDIARY OF TABOOLA.COM LTD)

1. Introduction

On the Announcement Date, the boards of Taboola and Dianomi announced that they had reached an agreement on the terms of a recommended acquisition pursuant to which Bidco, a wholly-owned subsidiary of Taboola, will acquire the entire issued and to be issued ordinary share capital of Dianomi.

The Acquisition will be implemented by means of a Court-sanctioned scheme of arrangement between Dianomi and the Scheme Shareholders under Part 26 of the Companies Act (although 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). The Scheme requires, amongst other things, the approval of the Dianomi Shareholders and the sanction of the Court.

Your attention is drawn to the letter from the Chair of Dianomi set out in Part One (*Letter from the Chair of Dianomi plc*) of this document, which forms part of this Explanatory Statement. The letter contains, among other things: (a) information on the reasons for and benefits of the Acquisition and (b) the background to and reasons for the unanimous recommendation by the Dianomi Directors to Dianomi Shareholders to vote, or procure the voting, to approve the Scheme at the Scheme Court Meeting and vote, or procure the voting, in favour of the Resolution to be proposed at the General Meeting.

The Dianomi Directors, who have been so advised by Panmure Liberum as to the financial terms of the Acquisition, unanimously consider the terms of the Acquisition to be fair and reasonable. In providing its advice to the Dianomi Directors, Panmure Liberum has taken into account the commercial assessments of the Dianomi Directors. Panmure Liberum is providing independent financial advice to the Dianomi Directors for the purposes of Rule 3 of the Code. Panmure Liberum has given and not withdrawn its consent to the inclusion in this document of its advice to the Dianomi Board in the form and context in which it appears.

Accordingly, the Dianomi Directors 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 Resolution 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 10.44 per cent. of the Dianomi Shares in issue on the Last Practicable Date.

Panmure Liberum has been authorised by the Dianomi Directors to write to you to explain the terms of the Acquisition and the Scheme and to provide you with other relevant information. In giving its advice, Panmure Liberum is advising the Dianomi Directors in relation to the Acquisition and is not acting for any Dianomi Director in their personal capacity nor for any Dianomi Shareholder in relation to the Acquisition. Panmure Liberum will not be responsible to any such person for providing the protections afforded to clients of Panmure Liberum or for advising any such person in relation to the Acquisition. In particular, Panmure Liberum does not owe any duties or responsibilities to any particular Dianomi Shareholder concerning the Acquisition.

This Explanatory Statement contains a summary of the provisions of the Scheme. The terms of the Scheme are set out in full in Part Four (*The Scheme of Arrangement*) of this document. Your attention is also drawn to the other parts of this document, which are deemed to form part of this Explanatory Statement, including Part One (*Letter from the Chair of Dianomi plc*), the Conditions and certain further terms set out in Part Three (*Conditions to the implementation of the Scheme and to the Acquisition*), details of the Contingent Consideration Units and Loan Notes set out in Part Six (*Contingent Consideration Units and Loan Notes*) and the additional information set out in Part Eight (*Additional Information on Dianomi, Taboola and Bidco*) of this document. For overseas holders of Dianomi Shares, your attention is drawn to Part Seven (*Additional Information for Overseas Shareholders*), which also forms part of this Explanatory Statement.

2. Summary of the terms of the Acquisition and the Scheme

The Acquisition

The Acquisition will be implemented by means of a Court-sanctioned scheme of arrangement between Dianomi and Scheme Shareholders under Part 26 of the Companies Act (although 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). Following the Scheme becoming Effective, the entire issued share capital of Dianomi will be held by Bidco (or its nominee(s)).

Under the terms of the Acquisition, which will be subject to the terms and conditions set out in Part Three (*Conditions to the implementation of the Scheme and to the Acquisition*) of this document, which include (inter alia) approval of the Scheme at the Scheme Court Meeting, passing of Resolution at the General Meeting, satisfaction or waiver of the CMA Condition highlighted in this paragraph 2 of this Part Two (*Explanatory Statement*), 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 £20 million on a fully diluted basis and delivers 64 pence in cash for each Dianomi Share, which represents a premium of approximately:

- 68 per cent. to the Closing Price of 38.0 pence per Dianomi Share on 17 September 2026 (being the last Business Day prior to the start of the Offer Period);
- 114 per cent. to Dianomi's three month volume weighted average share price of 29.9 pence per Dianomi Share to 17 September 2026 (being the last Business Day prior to the start of the Offer Period); and
- 350 per cent. to Dianomi's six month volume weighted average share price of 14.2 pence per Dianomi Share to 17 September 2026 (being the last Business Day prior to the start of the Offer Period).

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 per cent. to the Closing Price of 38.0 pence per Dianomi Share on 17 September 2026 (being the last Business Day prior to the start of the Offer Period);
- 194 per cent. to Dianomi's three month volume weighted average share price of 29.9 pence per Dianomi Share to 17 September 2026 (being the last Business Day prior to the start of the Offer Period); and
- 519 per cent. to Dianomi's six month volume weighted average share price of 14.2 pence per Dianomi Share to 17 September 2026 (being the last Business Day prior to the start of the Offer Period).

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 Announcement Date, 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. If such right is exercised, any reference in this document 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 or Scheme.

If the Scheme becomes Effective, it will be binding on all Scheme Shareholders irrespective of whether they attended or voted, and if they voted, whether they voted for or against the Scheme, at the Scheme Court Meeting or in favour of or against the Resolution at the General Meeting. Upon the Scheme becoming Effective, Dianomi will become a wholly-owned subsidiary of Bidco.

Contingent Consideration Units and Loan Notes

Please refer to paragraph 8 of Part One (*Letter from the Chair of Dianomi plc*) and Part Six (*Contingent Consideration Units and Loan Notes*) of this document for details on the Contingent Consideration Units and Loan Notes.

Conditions

The Acquisition is subject to the Conditions and certain further terms set out in Part Three (*Conditions to implementation of the Scheme and to the Acquisition*) of this document and the Forms of Proxy and will only become Effective if, amongst 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 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;
- the Resolution, as set out in the notice of General Meeting in Part Eleven (*Notice of General Meeting of Dianomi plc*) of this document, is 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); and
- 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 certified copy of the Scheme Court Order is delivered to the Registrar of Companies.

Additionally, the Scheme will lapse if, amongst other things:

- the Scheme Court Meeting and/or General Meeting are not held on or before the 22nd day after the expected date of such Meetings as set out in this document (or such later date, if any: (i) as Bidco and Dianomi may agree in writing; or (ii) (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));
- the Scheme Court Hearing is not held on or before the 22nd day after the expected date of such hearing as set out in this document (or such later date, if any: (i) as Bidco and Dianomi may agree in writing; or (ii) (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)); or
- the Scheme does not become Effective on or before 11.59 p.m. on the Longstop Date.

If any Condition in paragraph 2 of Part Three (*Conditions to the implementation of the Scheme and to the Acquisition*) of this document is not capable of being satisfied by the date specified therein, Bidco shall make an announcement through a Regulatory Information Service as soon as practicable and, in any event, by not later than 8.00 a.m. on the Business Day following the date so specified, stating whether Bidco has invoked that Condition (where applicable), waived that Condition or, with the agreement of Dianomi, specified a new date by which that Condition must be satisfied.

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. Condition 1 (*Longstop Date*), Condition 2 (*Scheme approval*) and, if applicable, any acceptance condition if the Acquisition is implemented by means of a Takeover Offer, are not subject to this requirement. Further details are set out in Parts 1 and 2 of Part Three (*Conditions to the implementation of the Scheme and to the Acquisition*).

The Scheme can only become Effective if all Conditions to the Scheme, including the requisite shareholder approvals and the sanction of the Court, have been satisfied (unless, where applicable, the relevant Condition is waived). The Scheme will become Effective upon a certified copy of the Scheme Court Order being delivered to the Registrar of Companies for registration. Subject, among other things, to the satisfaction or (if capable of waiver) waiver of the Conditions (in particular the CMA Condition highlighted below) and the sanction of the Scheme by the Court, the Scheme is expected to become Effective before the end of 2026. If the Scheme does not become Effective by the Longstop Date, the Scheme will not become Effective and the Acquisition will not proceed (unless Dianomi and Bidco otherwise agree and the Panel otherwise consents).

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.

The Scheme

It is proposed that, under the Scheme, the Scheme Shares will be transferred to Bidco (or its nominee(s)) so that the entire issued share capital of Dianomi is held by Bidco (or its nominee(s)). Holders of Scheme Shares whose names appear on the register of Dianomi at the Scheme Record Time, being 6.00 p.m. on the Business Day immediately prior to the Effective Date (or such later time and date as Bidco and Dianomi may agree and that (if so required) the Court may allow), will receive 64 pence in cash and, other than in the case of Restricted Overseas Shareholders, a Contingent Consideration Unit for each Scheme Share held by them on the basis set out in this Part Two (*Explanatory Statement*). The Scheme is set out in full in Part Four (*The Scheme of Arrangement*) of this document.

Amendments to Dianomi's articles of association

It is proposed, as part of the resolution to be proposed at the General Meeting relating to the Scheme, to amend Dianomi's articles of association to ensure that, among other things, any Dianomi Shares issued or transferred out of treasury (other than to Bidco or its nominee(s)) at or after the Scheme Voting Record Time and prior to the Scheme Record Time will be subject to the Scheme. It is also proposed to amend Dianomi's articles of association so that any Dianomi Shares issued, transferred out of treasury or otherwise transferred to any person other than Bidco or its nominee(s) at or after the Scheme Record Time will be automatically acquired by Bidco (or as it may direct) on the same terms as under the Scheme. This will avoid any person (other than Bidco or its nominee(s)) being left with Dianomi Shares after dealings in such shares have ceased on AIM (which is expected to occur at 7.00 a.m. on the Business Day following the Effective Date). Part (B) of the resolution set out in paragraph 2 of the notice of General Meeting seeks the approval of Dianomi Shareholders for such amendment.

The proposed changes to Dianomi's articles of association are contained in Part Eleven (*Notice of General Meeting of Dianomi plc*) of this document.

3. Offer-related arrangements

(a) 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).

(b) 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 the Announcement.

(c) 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.

(d) 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 the final bullet point of this paragraph below. Bidco has agreed to provide Dianomi with information, assistance and access for the preparation of this document 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 CMA Condition any other clearances related to the CMA Condition 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 Dianomi Directors otherwise withdraw, adversely modify or adversely qualify such recommendation; or (ii) 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 Scheme is not approved at the Scheme Court Meeting or if the requisite Resolution is not passed at the General Meeting.

4. 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.

5. 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 announced in Dianomi's Interim FY26 Results statement released in September 2026, Dianomi's revenue grew 2 per cent. to £13.4 million (H1 2025: £13.2 million).

As at 30 June 2026, Dianomi had cash of £6.0 million.

6. Financing of the Acquisition and cash confirmation

The Cash Consideration payable by Bidco under the terms of the Acquisition will be funded from existing cash resources of the Taboola Group. RBC, 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.

Neither RBC, financial adviser to Taboola and Bidco, nor Bidco has been required to confirm, and each of them 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.

7. Dianomi Share Plans

The Scheme will apply to any Dianomi Shares which are issued or transferred to satisfy the exercise of any option under the Dianomi Share Plans before the Scheme Record Time.

Subject to the proposed amendments to the Articles being approved at the General Meeting and to the Scheme becoming Effective, any Dianomi Share issued or transferred out of treasury to any person at or after the Scheme Record Time to satisfy the exercise of any option under the Dianomi Share Plans will be immediately transferred to Bidco (or as Bidco may direct in writing) (the "**Purchaser**") in exchange for the provision by Bidco of an amount in cash and/or, as applicable, Contingent Consideration Units or Loan Notes (or, at the Purchaser's discretion, the cash equivalent of such Contingent Consideration Units or Loan Notes). Further information in respect of the proposed amendments to the Articles is contained in paragraph 2 of this Part Two (*Explanatory Statement*) below and Part Eleven (*Notice of General Meeting of Dianomi plc*) of this document.

Participants in the Dianomi Share Plans will be contacted separately on or around the date of this document regarding the effect of the Scheme on their rights under the Dianomi Share Plans and will be provided with letters setting out details of the appropriate proposals being made by Bidco in accordance with Rule 15 of the Code (the “**Share Schemes Letters**”).

A summary of the effect of the Scheme on the rights of participants in the Dianomi Share Plans and the proposals being made by Bidco is set out below. In the event of any conflict between the summary set out below and the rules of the relevant Dianomi Share Plans, and/or the relevant Share Schemes Letters, the rules of the relevant Dianomi Share Plans, or the terms of the relevant Share Schemes Letter (as the case may be), will prevail.

Impact of the Scheme on outstanding options under the Dianomi Share Plans

Options granted under the Dianomi Share Plans will become exercisable as a result of the Scheme subject to the satisfaction or waiver of the performance conditions to which the options are subject. Dianomi has granted options with exercise prices of 50 pence per Dianomi Share and 82.5 pence per Dianomi Share, both sets of options being subject to EBITDA performance conditions. The EBITDA performance conditions have not been met in relation to any of the options, but the Dianomi Board has discretion to waive or modify the performance conditions on the occurrence of a change of control.

The Dianomi Board will waive the performance conditions in relation to options granted with an exercise price of 50 pence per Dianomi Share. Those options with an exercise price of 50 pence per Dianomi Share may therefore be exercised during a reasonable period before the Court sanctions the Scheme but conditional upon the Court sanctioning the Scheme. Further, the Dianomi Board will put in place a cashless exercise arrangement, under which the options may be exercised by the option holders on the basis that the exercise price of the options need not be paid up-front but may be paid out of the cash due to the option holders on the sale of their shares to Bidco. If any income tax, National Insurance contributions (or their equivalents in any other jurisdiction) and/or any levies are subject to withholding in relation to the exercise of options, such amounts may also be deducted from the sale proceeds of the shares acquired on the exercise of options. Any options not exercised before the Court sanctions the Scheme will lapse when the Court sanctions the Scheme.

The Dianomi Board will not waive the performance conditions in relation to the options with an exercise price of 82.5 pence per Dianomi Share. Accordingly, those options with an exercise price of 82.5 pence per Dianomi Share will not become exercisable as a result of the Scheme and will lapse when the Court sanctions the Scheme.

8. Dianomi Meetings

The Scheme will require the approval of the Scheme Shareholders at the Scheme Court Meeting and for Dianomi Shareholders to vote in favour of the Resolution relating to the Acquisition at the separate General Meeting, and the sanction of the Court. Both the Scheme Court Meeting and the General Meeting will be held on 6 November 2026 at 2.00 p.m. and 2.15 p.m., respectively (or, in the case of the General Meeting, as soon as the Scheme Court Meeting shall have concluded or been adjourned). The Scheme Court Meeting is being held at the direction of the Court to seek the approval of Scheme Shareholders for the Scheme. The General Meeting is being convened to seek the approval of Dianomi Shareholders, to: (i) enable the Dianomi Directors to implement the Scheme; (ii) amend the articles of association of Dianomi; and (iii) subject to and conditional on the Scheme becoming Effective, to approve the re-registration of Dianomi as a private limited company under the name of “Dianomi Limited” (and approving consequential changes to the articles of association of Dianomi to reflect such re-registration) with effect from the date that the re-registration of the Company is approved by the Registrar of Companies.

Notices of both the Scheme Court Meeting and the General Meeting are set out at Part Ten (*Notice of Scheme Court Meeting*) and Part Eleven (*Notice of General Meeting of Dianomi plc*) of this document. Entitlement to attend and vote at these meetings and the number of votes which may be cast thereat will be determined by reference to the register of members of Dianomi at the Scheme Voting Record Time.

If the Scheme becomes Effective, it will be binding on all Scheme Shareholders, irrespective of whether or not they attended or voted at the Scheme Court Meeting or the General Meeting (and irrespective of whether or not they voted in favour of the resolutions at such Meetings).

Dianomi will announce the details of the votes of the Meetings as required under the Code through a Regulatory Information Service as soon as practicable after the conclusion of the Meetings and, in any event, by no later than 8.00 a.m. on the Business Day following the Meetings.

Any Dianomi Shares which Bidco or any other member of the Taboola Group (or their respective nominees) may acquire before the Scheme Court Meeting are not Scheme Shares and therefore none of Bidco or any other member of the Taboola Group (or their respective nominees) is entitled to vote at the Scheme Court Meeting in respect of the Dianomi Shares held or acquired by it and will not exercise the voting rights attaching to such Dianomi Shares at the General Meeting.

Scheme Court Meeting

The Scheme Court Meeting has been convened for 2.00 p.m. on 6 November 2026 to enable the Scheme Shareholders to consider and, if thought fit, approve the Scheme. At the Scheme Court Meeting, voting will be by poll and each Scheme Shareholder present in person or by proxy will be entitled to one vote for each Scheme Share held at the Scheme Voting Record Time. The approval required at the Scheme Court Meeting is a simple majority in number of Scheme Shareholders present and voting in person or by proxy, representing not less than 75 per cent. in value of the Scheme Shares held by those Scheme Shareholders present and voting in person or by proxy.

At the Scheme Court Meeting, it is particularly important that as many votes as possible are cast so that the Court may be satisfied that there is a fair and reasonable representation of Scheme Shareholders' opinion. Scheme Shareholders are therefore strongly urged to complete, sign and return your blue Form of Proxy (or appoint a proxy electronically at www.sharegateway.co.uk) or to appoint a proxy through the CREST electronic proxy appointment service (as appropriate) as soon as possible. Doing so will not prevent you from attending, speaking and voting at the Meetings, or any adjournment thereof, if you wish and are entitled to do so.

You will find the notice of the Scheme Court Meeting in Part Ten (*Notice of Scheme Court Meeting*) of this document.

General Meeting

In addition, the General Meeting has been convened for the same date (to be held immediately after the Scheme Court Meeting) to consider and, if thought fit, pass the Resolution to implement the Acquisition (which requires a vote in favour of not less than 75 per cent. of the votes cast in person or by proxy) to approve:

- a. the authorisation of the Dianomi Directors to take all such actions as they may consider necessary or appropriate to give effect to the Scheme;
- b. the amendment of the articles of association of Dianomi in the manner described in paragraph 2 of this Part Two (*Explanatory Statement*) above; and
- c. subject to and conditional on the Scheme becoming Effective, the re-registration of Dianomi as a private limited company under the relevant provisions of the Companies Act (and consequential changes to the articles of association of Dianomi to reflect such re-registration), with effect from the date that the re-registration of the Company is approved by the Registrar of Companies, in the manner described in paragraph 13 of this Part Two (*Explanatory Statement*) below.

The vote of the Dianomi Shareholders at the General Meeting will be held by way of a poll. Each holder of Dianomi Shares who is entered on Dianomi's register of members at the Scheme Voting Record Time and is present in person or by proxy will be entitled to one vote for each Dianomi Share so held. You will find the notice of the General Meeting in Part Eleven (*Notice of General Meeting of Dianomi plc*) of this document.

9. Entitlement to vote at the Meetings

Each Dianomi Shareholder who is entered in Dianomi's register of members at the Scheme Voting Record Time (being 6:00 p.m. on 4 November 2026, being two Business Days before the Scheme Court Meeting) will be entitled to attend and vote on the Scheme at the Scheme Court Meeting. Each Dianomi Shareholder who is entered on Dianomi's register of members at the Scheme Voting Record Time will be entitled to attend and vote on the Resolution to be considered at the General Meeting. If either

Meeting is adjourned, only those eligible Dianomi Shareholders (or Scheme Shareholders, as appropriate) on the register of members at 6.00 p.m. on the day which is two Business Days before the adjourned meeting will be entitled to attend and vote. Each eligible Dianomi Shareholder (or Scheme Shareholder, as appropriate) is entitled to appoint a proxy or proxies to attend, speak and, on a poll, to vote instead of him or her. A proxy need not be a Dianomi Shareholder. Eligible Dianomi Shareholders who return completed Forms of Proxy (or appoint a proxy electronically at www.sharegateway.co.uk) or appoint a proxy through CREST may still attend the Meetings instead of their proxies and vote in person, if they wish and are entitled to do so.

10. Background to and reasons for the Dianomi Board recommendation

Information relating to the background to and reasons for the Dianomi Directors' unanimous recommendation of the Acquisition is set out in paragraph 4 of Part One (*Letter from the Chair of Dianomi plc*) of this document and information relating to Taboola's and Bidco's intentions with regards to the directors, management, employees, pensions, research and development and locations of Dianomi are set out in paragraph 6 of Part One (*Letter from the Chair of Dianomi plc*) of this document.

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.

11. Irrevocable undertakings

Information relating to the irrevocable undertakings which have been received by Taboola and Bidco in respect of Dianomi Shares are set out in paragraph 5 of Part One (*Letter from the Chair of Dianomi plc*) of this document and in paragraph 9 of Part Eight (*Additional information on Dianomi, Taboola and Bidco*) of this document.

12. The Dianomi Directors and the effect of the Scheme on their interests

The names of the Dianomi Directors and details of their interests in the share capital of Dianomi are set out in Part Eight (*Additional information on Dianomi, Taboola and Bidco*) of this document.

Dianomi Shares held by the Dianomi Directors will be subject to the Scheme. Particulars of the service contracts, including termination provisions and the executive bonus scheme, and letters of appointment of the Dianomi Directors are set out in paragraph 5 of Part Eight (*Additional information on Dianomi, Taboola and Bidco*) of this document.

The effect of the Scheme on the interests of Dianomi Directors does not differ from its effect on the like interests of any other Scheme Shareholder.

13. Cancellation of admission to trading and settlement

Cancellation of admission to trading and re-registration

Shortly before the Effective Date, an application will be made to the London Stock Exchange for the cancellation of admission to trading of, and dealings in, Dianomi Shares on AIM at 7.00 a.m. on the Business Day following the Effective Date without seeking separate approval of Dianomi Shareholders under Rule 41 of the AIM Rules. The last day of dealings in, and for registration of transfers of, Dianomi Shares (other than registration of the transfer of the Scheme Shares to Bidco or its nominee(s) pursuant to the Scheme) on AIM is expected to be the Business Day before the Effective Date with all dealings in Dianomi Shares suspended at 7.30 a.m. on the Effective Date. No transfers of Dianomi Shares (other than registration of the transfer of the Scheme Shares to Bidco or its nominee(s) pursuant to the Scheme) will be registered after 6.00 p.m. on the Business Day before the Effective Date.

It is intended that cancellation of admission to trading of Dianomi Shares on AIM will take effect by 7.00 a.m. on the Business Day following the Effective Date. By 7.00 a.m. on the Business Day following the Effective Date, share certificates in respect of Scheme Shares will cease to be valid. In addition, entitlements to Scheme Shares held within the CREST system will be cancelled by 7.00 a.m. on the Business Day following the Effective Date.

It is also intended that, following the Scheme becoming Effective, Dianomi will be re-registered as a private limited company under the relevant provisions of the Companies Act and under the name "Dianomi Limited". It is proposed, as part of the Resolution to be proposed at the General Meeting

relating to the Scheme, that subject to and conditional on the Scheme becoming Effective, the re-registration of Dianomi as a private limited company will be approved, together with certain amendments to Dianomi's articles of association in connection therewith, with effect from the date that the re-registration of the Company is approved by the Registrar of Companies. The proposed resolution to re-register Dianomi and changes to Dianomi's articles of association in connection therewith, are contained in Part Eleven (*Notice of General Meeting of Dianomi plc*) of this document.

Settlement

Subject to the Scheme becoming Effective (and except as provided in Part Seven (*Additional information for overseas shareholders*) of this document in relation to certain overseas Dianomi Shareholders), settlement of the Cash Consideration and delivery of the Contingent Consideration Unit certificates to which any Scheme Shareholder on the register of members as at the Scheme Record Time is entitled under the Scheme will be effected as soon as practicable and not later than 14 days after the Effective Date in the following manner:

a. *Cash Consideration where Dianomi Shares are held in uncertificated form (that is, in CREST)*

Where, at the Scheme Record Time, a Scheme Shareholder holds Dianomi Shares in uncertificated form, the Cash Consideration to which such Scheme Shareholder is entitled will be transferred to such person through CREST by Bidco procuring the creation of an assured payment obligation in favour of the appropriate CREST account through which the Scheme Shareholder holds such uncertificated Dianomi Shares in respect of the Cash Consideration due to him or her.

As from, or as soon as possible after, the Scheme Record Time, each holding of Dianomi Shares credited to any stock account in CREST will be disabled and all Dianomi Shares will be removed from CREST in due course.

Bidco reserves the right to pay all, or any part of, the Cash Consideration referred to above to all or any Scheme Shareholder(s) who hold Dianomi Shares in uncertificated form by cheque in the manner referred to in sub-paragraph b below if, for any reason, it wishes to do so or is not able to effect settlement by means of an assured payment obligation.

b. *Cash Consideration where Dianomi Shares are held in certificated form*

Where, at the Scheme Record Time, a Scheme Shareholder holds Dianomi Shares in certificated form, settlement of the Cash Consideration due under the Scheme in respect of the Scheme Shares will be despatched:

- (i) by first class post (or by international standard post, if overseas), by cheque drawn on a UK clearing bank; or
- (ii) by such other method as may be approved by the Panel.

All such cash payments will be made in pounds sterling. Payments made by cheque will be payable to the Scheme Shareholder(s) concerned, or, in the case of joint holders, the joint holder whose name stands first in Dianomi's register of members in respect of such joint holding at the Scheme Record Time. Cheques will be despatched not later than 14 days following the Effective Date to the person entitled to it at the address as appearing in the register of members of Dianomi at the Scheme Record Time (or in the case of any joint holders, at the address of the joint holder whose name stands first in the register of members of Dianomi in respect of such joint holding at the Scheme Record Time).

None of Dianomi, Taboola, Bidco, any member of the Taboola Group, and their respective parent undertakings, or their respective agents or nominees, shall be responsible for any loss or delay in the transmission of any cheques sent in this way, which shall be sent at the risk of the person or persons entitled to them.

c. *Contingent Consideration Units*

The Contingent Consideration Units will be issued in certificated registered form to each Scheme Shareholder as at the Scheme Record Time (other than Restricted Overseas Shareholders), and the names of such holders shall be entered on the register of Contingent Consideration Units.

Certificates for the Contingent Consideration Units will be sent by first class post (or international standard post if overseas) as soon as practicable after the Effective Date, and, in any event, no later than 14 days thereafter to Scheme Shareholders at the address appearing in Dianomi's register of members at the Scheme Record Time or, in the case of joint holders, to the holder whose name appears first in such register in respect of the joint holding concerned.

None of Dianomi, Taboola, Bidco, any member of the Taboola Group, and their respective parent undertakings, or their respective agents or nominees, shall be responsible for any loss or delay in the transmission of any Contingent Consideration Unit certificates sent in this way, which shall be sent at the risk of the person or persons entitled to them.

d. *General*

All documents and remittances sent to Dianomi Shareholders will be sent at their own risk.

By 7.00 a.m. on the Business Day following the Effective Date, each certificate representing a holding of Scheme Shares will cease to be a valid document of title and should, at the request of Dianomi or Bidco, be delivered up to Bidco, or to any person appointed by Bidco to receive the same or destroyed. By 7.00 a.m. on the Business Day following the Effective Date, entitlements to Scheme Shares held within CREST will be cancelled. Except with the consent of the Panel or as provided by the terms of the Scheme, and subject to the provisions of sub-paragraph e below, settlement of the consideration to which any Dianomi Shareholder is entitled under the Scheme will be implemented in full in accordance with the terms of the Scheme free of any lien, right of set-off, counterclaim or other analogous right to which Bidco might otherwise be, or claim to be, entitled against such Dianomi Shareholder.

e. *Dividends*

Subject to the terms of the Scheme, if, after the Announcement Date, 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. If such right is exercised, any reference in this document 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 or Scheme.

14. Taxation

UK taxation

The comments set out below summarise certain limited aspects of the UK taxation treatment of Scheme Shareholders under the Scheme and do not purport to be legal or taxation advice to any person or a complete analysis of all tax considerations relating to the Scheme. They are based on current UK legislation and what is understood to be current HM Revenue and Customs ("**HMRC**") practice, both of which are subject to change, possibly with retrospective effect.

The comments are intended only for Scheme Shareholders who are resident only in the United Kingdom for tax purposes and who hold their Scheme Shares beneficially as investments.

The comments are intended as a general guide and do not deal with certain categories of Scheme Shareholder such as those carrying on certain financial activities (including market makers, brokers, dealers, intermediaries and persons connected with depository arrangements or clearance services), those subject to specific tax regimes or benefitting from certain reliefs or exemptions, those connected with Dianomi, Taboola or Bidco, charities, dealers in securities, persons who have or could be treated for tax purposes as having acquired their Scheme Shares by reason of their employment or as holding their Scheme Shares as carried interest, collective investment schemes, persons subject to UK tax on the foreign income gains basis and insurance companies.

References below to “**UK Holders**” are to Scheme Shareholders who are resident and, in the case of individuals, domiciled or deemed domiciled for the relevant period, solely in the UK for UK tax purposes, who hold their Scheme Shares as an investment (other than under an individual savings account or self-invested personal pension plan) and who are the absolute beneficial owners of their Scheme Shares.

IF YOU ARE IN ANY DOUBT ABOUT YOUR TAX POSITION, AND IN PARTICULAR IF YOU ARE SUBJECT TO TAXATION IN ANY JURISDICTION OTHER THAN THE UNITED KINGDOM, YOU SHOULD CONSULT AN APPROPRIATELY QUALIFIED INDEPENDENT PROFESSIONAL ADVISER IMMEDIATELY.

Taxation of the consideration for the disposal of the Scheme Shares

Individual Scheme Shareholders

To the extent a UK Holder who is an individual receives Cash Consideration in respect of their Scheme Shares, that UK Holder will be treated as making a part disposal of Scheme Shares for an amount equal to that Cash Consideration which may, depending on the UK Holder’s individual circumstances (including the UK Holder’s base cost in their holding of the Scheme Shares, and the availability of any exemptions, reliefs or allowable losses), give rise to a liability to UK tax on capital gains.

Subject to any available exemptions, reliefs or allowances, capital gains arising on a disposal of Scheme Shares by an individual UK Holder will be subject to UK capital gains tax at the rate of 24 per cent. (other than to the extent that the UK Holder is a basic rate taxpayer in which case an 18 per cent. rate may apply). The capital gains tax annual exempt amount may be available to individual UK Holders to offset against chargeable gains realised on the part disposal of the Scheme Shares. This annual exempt amount is £3,000 for the 2026/2027 tax year.

Corporate Scheme Shareholders

To the extent a UK Holder within the charge to UK corporation tax receives Cash Consideration in respect of their Scheme Shares, that UK Holder will be treated as making a part disposal of Scheme Shares for an amount equal to that Cash Consideration which may, depending on the UK Holder’s circumstances (including the UK Holder’s base cost in their holding of the Scheme Shares, and the availability of any exemptions, reliefs or allowable losses), give rise to a liability to UK corporation tax on chargeable gains.

Subject to any available exemptions, reliefs or allowances, chargeable gains arising on a disposal of Scheme Shares by a UK Holder, within the charge to UK corporation tax, will be subject to UK corporation tax on chargeable gains. The rate of corporation tax is currently 25 per cent.

UK stamp duty and stamp duty reserve tax (“SDRT”)

No UK stamp duty or SDRT should be payable by Scheme Shareholders on the transfer of their Scheme Shares or on the issue of the Contingent Consideration Units or Loan Notes, in each case, under the Scheme.

Issuance of Contingent Consideration Units

It is anticipated that the Contingent Consideration Units should be treated as earn-out rights for the purposes of section 138A of the Taxation of Chargeable Gains Act 1992 (“**TCGA**”); no clearance has been obtained from HMRC to confirm this.

To the extent, therefore, that a UK Holder receives Contingent Consideration Units in exchange for their Scheme Shares that UK Holder would not be treated as having made a disposal of Scheme Shares.

Instead, the Contingent Consideration Units should be treated as the same asset as those Scheme Shares, and as acquired at the same time and for the same consideration as those Scheme Shares. Please see below for the tax treatment of any disposal of the Contingent Consideration Units or the eventual redemption or disposal of the Loan Notes.

UK Holders may be eligible for the treatment described in the preceding paragraph only if the transaction does not form part of arrangements of which the main purpose, or one of the main purposes, is to reduce or avoid liability to capital gains tax or corporation tax pursuant to the anti-avoidance rule at section 137 of the TCGA. Such UK Holders are advised that no clearance has been sought from HMRC under section 138 of the TCGA that section 137 will not apply to prevent the treatment described in the preceding paragraph.

The treatment above will not apply if a UK Holder makes an election under section 138A(2A) of the TCGA.

Any such election may be made:

- (A) by a UK Holder within the charge to UK capital gains tax, at any time on or before the first anniversary of the 31 January immediately following the end of the tax year in which the Effective Date occurs; and
- (B) by a UK Holder within the charge to UK corporation tax on chargeable gains, at any time within the period of two years from the end of the accounting period of that UK Holder in which the Effective Date occurs.

In these circumstances, the UK Holder should be treated as making a part disposal of Scheme Shares for a consideration equal to the market value of the Contingent Consideration Units at the Effective Date.

Any UK Holder considering such an election under section 138A(2A) of the TCGA should discuss its suitability in light of their personal tax position with an appropriately qualified independent professional adviser immediately.

A disposal of Contingent Consideration Units by UK Holders before the Loan Note issue date may, depending on their individual circumstances (including the availability of any exemptions, reliefs and allowable losses), give rise to a liability to UK tax on capital gains or chargeable gains.

For these purposes, a UK Holder's base cost in their Contingent Consideration Units will be:

- (A) the proportion of that UK Holder's base cost in their Scheme Shares apportioned to the Contingent Consideration Units received by that UK Holder under the Scheme; or
- (B) where that UK Holder has made an election under section 138A(2A) of the TCGA, the market value of the Contingent Consideration Unit as at the Effective Date.

Conversion of Contingent Consideration Units into Loan Notes

The Loan Notes should constitute non-qualifying corporate bonds in the hands of UK Holders within the charge to UK capital gains tax. To the extent, therefore, that such a UK Holder receives Loan Notes in respect of their Contingent Consideration Units and has not made an election under section 138A(2A) of the TCGA, that UK Holder will not be treated as having made a disposal of their Contingent Consideration Units. Instead, the Loan Notes should be regarded as the same asset as the Contingent Consideration Units and as acquired at the same time and for the same consideration as those Contingent Consideration Units (which are themselves regarded as the same asset as part of the original Scheme Shares, and as acquired at the same time and for the same consideration as part of those Scheme Shares – see *Apportionment of Base Cost* below).

Where an election has been made by such a UK Holder under section 138A(2A) of the TCGA, that UK Holder will be treated as making a part disposal of their Contingent Consideration Units for a consideration equal to the market value of the relevant Loan Notes issued to them on each occasion that such Loan Notes are issued to them. This may, depending on the UK Holder's individual circumstances, give rise to a liability to UK tax on capital gains.

Any UK Holder considering such an election under section 138(2A) of the TCGA should discuss its suitability in light of their personal tax position with an appropriately qualified independent professional adviser immediately.

UK Holders within the charge to Corporation Tax

The Loan Notes will constitute qualifying corporate bonds in the hands of UK Holders within the charge to UK corporation tax. To the extent, therefore, that such a UK Holder receives Loan Notes in respect of their Contingent Consideration Units and has not made an election under section 138A(2A) of the TCGA, that UK Holder will be regarded as having made a part disposal of their Contingent Consideration Units on each occasion that Loan Notes are issued to them but any chargeable gain or allowable loss arising in respect of that notional disposal will be held over and realised only on a subsequent disposal, including repayment, of those Loan Notes.

Where an election has been made by such a UK Holder under section 138A(2A) of the TCGA, that UK Holder will be treated as making a part disposal of their Contingent Consideration Units on each occasion that Loan Notes are issued to them for a consideration equal to the market value of the Loan Notes issued to them. This may, depending on the UK Holder's individual circumstances, give rise to a liability to UK tax on chargeable gains.

Future disposal/redemption of Loan Notes

UK Holders within the charge to Capital Gains Tax

The repayment or prior disposal of Loan Notes by a UK Holder within the charge to UK capital gains tax may, depending on their individual circumstances (including the proportion of the UK Holder's base cost in their holding of Scheme Shares apportioned to the Contingent Consideration Units and rolled over into the Loan Notes and the availability of any exemptions, reliefs and allowable losses), give rise to a liability to UK tax on chargeable gains. Please refer to the above for the rates.

UK Holders within the charge to Corporation Tax

The repayment or prior disposal of Loan Notes by a UK Holder within the charge to UK corporation tax on chargeable gains will crystallise any chargeable gain or allowable loss held over. Please refer to the above for the rates.

Apportionment of base cost

A UK Holder's base cost in their Scheme Shares should be apportioned between the two components of the consideration for the Scheme Shares received by that UK Holder by reference to:

- (i) the respective cash amount received by them on the Effective Date; and
- (ii) their remaining rights under the Contingent Consideration Units.

Please note that, as a result of the rules related to part disposals of assets, a UK Holder may have only a proportion of base cost available to them in connection with any particular part disposal.

Losses in relation to the Contingent Consideration Units/Loan Notes

Where a UK Holder realises a loss in relation to any of the Contingent Consideration Units and/or Loan Notes, they may (depending on their individual circumstances and in which tax or accounting periods any such loss arises) be able to claim or benefit from a loss for tax purposes and, in such circumstances, UK Holders are strongly advised to seek their own independent financial and tax advice in relation to treatment of such losses, and what particular steps or elections are required (if any) for that UK Holder to avail of the loss.

15. Overseas holders

Overseas holders of Dianomi Shares should refer to Part Seven (*Additional information for overseas shareholders*) of this document which contains important information relevant to such holders.

16. Actions to be taken

Actions to be taken by Dianomi Shareholders

The Scheme will require approval at a meeting of Scheme Shareholders convened by order of the Court to be held at Thomas House, 84 Eccleston Square, London SW1V 1PX at 2.00 p.m. on 6 November 2026. The approval required at this meeting is that those voting to approve the Scheme must:

- a. represent a simple majority in number of those Scheme Shareholders present and voting (and entitled to vote) in person or by proxy; and
- b. also represent at least 75 per cent. in value of the Scheme Shares held by those Scheme Shareholders present and voting (and entitled to vote) in person or by proxy.

The Scheme requires the sanction of the Court at the Scheme Court Hearing where Scheme Shareholders may be present and be heard in person or through representation to support or oppose the sanctioning of the Scheme.

Implementation of the Scheme will also require the passing of the Resolution necessary to implement the Scheme at the General Meeting which is to be held immediately after the Scheme Court Meeting, as described in paragraph 8 above. The Resolution will require a vote in favour of not less than 75 per cent. of the votes cast by Dianomi Shareholders (in person or by proxy) in order to be passed.

If the Scheme becomes Effective, it will be binding on all holders of Scheme Shares irrespective of whether or not they attended or voted at the Scheme Court Meeting or the General Meeting (and irrespective of whether or not they voted in favour of the resolutions at such Meetings).

Documents

Please check that you have received, or can access online, the following:

- a blue Form of Proxy for use in respect of the Scheme Court Meeting on 6 November 2026;
- a white Form of Proxy for use in respect of the General Meeting on 6 November 2026; and
- a pre-paid envelope for use in the UK only for the return of the blue Form of Proxy and the white Form of Proxy.

If you are a Dianomi Shareholder and you have not received hard copies of, or you have not been able to access online, all of these documents, please contact the shareholder helpline as set out below.

Forms of Proxy

The blue Form of Proxy is to be used in connection with the Scheme Court Meeting and the white Form of Proxy is to be used in connection with the General Meeting. Eligible Dianomi Shareholders are asked to complete and sign both Forms of Proxy and return them (or appoint a proxy electronically at www.sharegateway.co.uk) in accordance with the instructions printed on them to Dianomi's registrar, Neville Registrars, so as to arrive as soon as possible but in any event not less than 48 hours before the relevant Meeting, excluding any part of a day that is not a Business Day. If the blue Form of Proxy relating to the Scheme Court Meeting is not lodged by the relevant time, it may be handed to the Chair of the Scheme Court Meeting or to a representative of Dianomi's registrar, Neville Registrars, on behalf of the Chair of the Scheme Court Meeting, before the start of the Scheme Court Meeting (or any adjournment thereof). However, in the case of the General Meeting, if the white Form of Proxy is not lodged by the time mentioned above or not otherwise lodged in accordance with the instructions set out in the relevant Form of Proxy, it will be invalid. The completion and return of either Form of Proxy will not preclude you from attending the Scheme Court Meeting or the General Meeting and voting if you so wish.

Dianomi Shareholders (or Scheme Shareholders, as applicable) who hold shares through CREST and who wish to appoint a proxy or proxies for the Scheme Court Meeting and General Meeting or any adjournment(s) by using the CREST electronic proxy appointment service may do so by using the procedures described in the CREST Manual. CREST personal members or other CREST sponsored members, and those CREST members who have appointed a voting service provider(s), should refer to their CREST sponsor or voting service providers, who will be able to take the appropriate action on their behalf.

In order for a proxy appointment or instruction made by means of CREST to be valid, the appropriate CREST message (a “**CREST Proxy Instruction**”) must be properly authenticated in accordance with Euroclear’s specifications and must contain the information required for such instructions, as described in the CREST Manual. The message, regardless of whether it constitutes the appointment of a proxy or an amendment to the instructions given to a previously appointed proxy, must in order to be valid, be transmitted so as to be received by Neville Registrars (ID 7RA11) not less than 48 hours before the Scheme Court Meeting or the General Meeting, as applicable, excluding any part of a day that is not a Business Day. For this purpose, the time of receipt will be taken to be the time (as determined by the timestamp applied to the message by the CREST Applications Host) from which Neville Registrars is able to retrieve the message by enquiry to CREST in the manner prescribed by CREST. After this time any change of instructions to proxies appointed through CREST should be communicated to the appointee through other means.

CREST members and, where applicable, their CREST sponsors or voting service providers, should note that Euroclear does not make available special procedures in CREST for any particular messages. Normal system timings and limitations will therefore apply in relation to the input of CREST Proxy Instructions. It is the responsibility of the CREST member concerned to take (or, if the CREST member is a CREST personal member or sponsored member or has appointed a voting service provider(s), to procure that his or her CREST sponsor or voting service provider(s) take(s)) such action as shall be necessary to ensure that a message is transmitted by means of the CREST system by any particular time. In this connection, CREST members and, where applicable, their CREST sponsor or voting service provider(s) are referred, in particular, to those sections of the CREST Manual concerning practical limitations of the CREST system and timings.

Dianomi may treat as invalid a CREST Proxy Instruction in the circumstances set out in Regulation 35(5)(a) of the Uncertificated Securities Regulations 2001 (SI 2001/3755), as amended from time to time.

At the Scheme Court Meeting, it is particularly important that as many votes as possible are cast so that the Court may be satisfied that there is a fair and reasonable representation of Scheme Shareholders’ opinion. Scheme Shareholders are therefore strongly urged to complete, sign and return your blue Form of Proxy (or appoint a proxy electronically at www.sharegateway.co.uk) or to appoint a proxy through the CREST electronic proxy appointment service (as appropriate) as soon as possible.

Shareholder helpline

If you have any questions about this document, the Scheme Court Meeting or the General Meeting or how to complete the Forms of Proxy (or appoint a proxy electronically at www.sharegateway.co.uk or through the CREST electronic proxy appointment service), please telephone the shareholder helpline operated by Neville Registrars on 0121 585 1131 or on +44 (0) 121 585 1131 from outside the UK (calls to this number from outside the UK will be charged at the applicable international rate). The helpline is open between 9.00 a.m. and 5.00 p.m., Monday to Friday excluding public holidays in England and Wales. Please note that Neville Registrars cannot provide any financial, legal or tax advice nor provide any advice on the merits of the Scheme and calls may be recorded and randomly monitored for security and training purposes.

17. Further information

The terms of the Scheme are set out in full in Part Four (*Scheme of Arrangement*) of this document. Your attention is also drawn to the further information contained in this document, including the Conditions to the implementation of the Scheme and to the Acquisition in Part Three (*Conditions to the Implementation of the Scheme and to the Acquisition*) of this document and the Contingent Consideration Units and Loan Notes in Part Six (*Contingent Consideration Units and Loan Notes*) of this document. Further information regarding Dianomi, Taboola and Bidco is set out in Part One (*Letter from the Chair of Dianomi plc*) of this document. Documents published and available for inspection are listed in paragraph 17 of Part Eight (*Additional information on Dianomi, Taboola and Bidco*) of this document.

Yours faithfully,

Emma Earl
For and on behalf of Panmure Liberum Limited

PART THREE

CONDITIONS TO THE IMPLEMENTATION OF THE SCHEME AND TO THE ACQUISITION

Part 1: Conditions to the Scheme and the Acquisition

1. Longstop Date

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.

2. Scheme approval

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 set out in this document (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) the resolution to approve and implement the Scheme set out in the notice of the General Meeting (including the Resolution) 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 set out in this document (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 set out in this document (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 Part Three 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:
 - (A) 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: (x) requested submission of a Merger Notice

(or draft Merger Notice); (y) 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 (z) 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

- (B) 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 the 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 the 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 anti-corruption 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 the Announcement; (iii) in any other public announcement made by Dianomi on a Regulatory Information Service prior to the 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 the 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) 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 2 of Part Two (*Explanatory Statement*) of this document.
4. Condition 1 (*Longstop Date*) and Condition 2 (*Scheme approval*) of Part 1 of this Part Three (*Conditions to the Implementation of the Scheme and to the Acquisition*) 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 per cent. of the shares to which such Takeover Offer relates (or such other percentage (being more than 50 per cent. 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 the 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(g)(iii) in Part 1 of this Part Three (*Conditions to the Implementation of the Scheme and to the Acquisition*)), 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 document 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 or Scheme.

The Acquisition will be subject to the Conditions (in particular the CMA Condition highlighted and in paragraph 2 of Part Two (*Explanatory Statement*) of this document) and the further terms set out in this Part Three (*Conditions to the Implementation of the Scheme and to the Acquisition*), 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.

Unless otherwise consented to by the Court (if required) and the Panel, any modification or revision to the Scheme will be made no later than the date which is 14 days prior to the Meetings (or any later date to which such Meetings are adjourned).

This document 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.

PART FOUR

THE SCHEME OF ARRANGEMENT

IN THE HIGH COURT OF JUSTICE

BUSINESS AND PROPERTY

COURTS OF ENGLAND AND WALES

COMPANIES COURT (ChD)

CR-2026-007439

IN THE MATTER OF DIANOMI PLC

AND

IN THE MATTER OF THE COMPANIES ACT 2006

SCHEME OF ARRANGEMENT

(under Part 26 of the Companies Act 2006)

Between

DIANOMI PLC

and

THE HOLDERS OF THE SCHEME SHARES

(as defined below)

PRELIMINARY

A. In this Scheme, unless inconsistent with the subject or context, the following expressions bear the following meanings:

Acquisition	the proposed acquisition by Bidco of the entire issued and to be issued share capital of Dianomi pursuant to this Scheme, and, where the context permits, any subsequent revision, variation, extension or renewal thereof;
Announcement Date	18 September 2026;
Articles	the articles of association of Dianomi (as amended from time to time);
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 document;
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;

certificated form or in certificated form	in relation to a Scheme Share, one which is not in uncertificated form (that is, not in CREST);
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 (<i>including the Scheme</i>) which are set out in Part Three (<i>Conditions to the implementation of the Scheme and to the Acquisition</i>) of the Scheme Document;
Contingent Consideration Units	the contingent consideration units to be issued by Bidco;
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), as amended from time to time) in respect of which Euroclear is the Operator (as defined in such Regulations) in accordance with which securities may be held and transferred in uncertificated form;
CREST Manual	the CREST Manual published by Euroclear, as amended from time to time;
Dianomi	Dianomi plc, incorporated in England and Wales with registered number 04513809;
Dianomi Directors	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 (and where the context permits, each of them);
Dianomi Shareholders	the holders of Dianomi Shares from time to time;
Dianomi Share Plans	the Dianomi plc Enterprise Management Incentive Plan together with the Dianomi plc Share Option Schedule for Consultants and Non-Qualifying Employees, the Dianomi plc Share Option Schedule for United States Taxpayers, and the modified form of option agreement for Australian taxpayers;
Dianomi Shares	the ordinary shares of £0.002 each in the capital of Dianomi;
Effective	this Scheme having become effective in accordance with its terms;
Effective Date	the date on which this Scheme becomes Effective;
Effective Time	the time on the Effective Date at which this Scheme becomes Effective;
Euroclear	Euroclear UK & International Limited, incorporated in England and Wales with registered number 02878738;
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 held as treasury shares as defined in section 724(5) of the Companies Act, in each case at the Scheme Record Time;

General Meeting	the general meeting of Dianomi Shareholders (and any adjournment thereof) to be convened in connection with the Acquisition, notice of which is set out in Part Eleven (<i>Notice of General Meeting of Dianomi plc</i>) of the Scheme Document, to consider and if thought fit approve the Resolution;
Last Practicable Date	13 October 2026;
Longstop Date	31 December 2026 or such later date, if any: (i) as may be agreed in writing by Bidco and Dianomi; or (ii) (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;
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 principal value of the Loan Notes;
Meeting	the General Meeting or the Scheme Court Meeting (as applicable) and “ Meetings ” shall be construed accordingly;
Neville Registrars	Neville Registrars Limited, Dianomi’s registrar, whose registered office is at Neville House, Steelpark Road, Halesowen, B62 8HD;
Panel	the UK Panel on Takeovers and Mergers;
Registrar of Companies	the Registrar of Companies in England and Wales;
Resolution	the resolution 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 the Alternative Investment Market, operated by the London Stock Exchange 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;
Scheme	this scheme of arrangement under Part 26 of the Companies Act between Dianomi and the Scheme Shareholders in its present form or with or subject to any modification, addition or condition which is approved or imposed by the Court (where relevant) and agreed to by Dianomi and Bidco;
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(s) of the Scheme Shareholders (or any class or classes thereof) to be convened by order of the Court 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 Document	the document dated 14 October 2026 sent by Dianomi to the Dianomi Shareholders, of which this Scheme forms part;
Scheme Record Time	6.00 p.m. on the Business Day immediately prior to the Effective Date, or such later time and date as Bidco and Dianomi may agree and that (if so required) the Court may allow;
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 as at the date of the Scheme Document; (ii) (if any) issued after the date of the Scheme Document and 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 thereof 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	6.00 p.m. on 4 November 2026 or, if the Scheme Court Meeting or General Meeting is adjourned, 6.00 p.m. on the day which is two Business Days before the date of such adjourned Meeting;
subsidiary, subsidiary undertaking, parent undertaking, undertaking, and associated undertaking	shall have the meanings given to them by the Companies Act;
Substantial Interest	a direct or indirect interest in 20 per cent. 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;
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 Person	a US person as defined in Regulation S of the US Securities Act of 1933 (as amended), and “ US Persons ” shall be construed accordingly; and
£, Sterling, penny, pence, or p	the lawful currency of the United Kingdom.

- B. Where the context so admits or requires, all references in this document to the singular include the plural and vice versa.
- C. References to clauses, sub-clauses and paragraphs are to clauses, sub-clauses and paragraphs of this Scheme.
- D. Any phrase introduced by the term “including” or any similar expression is to be construed as illustrative only and does not limit the sense of the words preceding those terms.
- E. The issued share capital of Dianomi as at the Last Practicable Date was £60,055.942 divided into 30,027,971 ordinary shares of £0.002 each, all of which were credited as fully paid, none of which were held by Dianomi in treasury.
- F. Certain outstanding options to acquire Dianomi Shares granted under the Dianomi Share Plans may be exercised in connection with the Acquisition, to the extent permitted in accordance with the relevant rules of the Dianomi Share Plans and any other terms on which they were granted. As at the Last Practicable Date, in total 912,017 Dianomi Shares may be issued in order to satisfy the exercise of options granted under the Dianomi Share Plans if the Court sanctions the Scheme.
- G. As at the close of business on the Last Practicable Date, no Dianomi Shares were registered in the name of or beneficially owned by Taboola, Bidco or any other member of the Taboola Group.
- H. Bidco has, subject to the satisfaction or, where capable, waiver of the Conditions, agreed to appear by counsel at the Scheme Court Hearing to sanction this Scheme and to undertake to the Court to be bound by the provisions of this Scheme and to execute and do, or procure to be executed and done, all such documents, acts and things as may be necessary or desirable to be executed or done by it to give effect to this Scheme.
- I. References to times are to London time.

1. Transfer of the Scheme Shares

- 1.1 Subject to the terms of the Scheme and upon and with effect from the Effective Time, Bidco (and/or such nominee(s) of Bidco as it may determine) shall acquire all of the Scheme Shares, fully paid up with full title guarantee, free from all liens, equities, charges, security interests, encumbrances, options, rights of pre-emption and any other third party rights or interests of any nature whatsoever, and together with all rights or interests of any nature at the Effective Time or thereafter attaching to or accruing to such Scheme Shares, including, without limitation, voting rights and the right to receive and retain in full (subject to clause 3.1) all dividends and other distributions (if any) declared, made or paid or which becomes payable and/or any other return of capital or value (whether made by way of a reduction of share capital or share premium account or otherwise) by Dianomi made, paid or payable by reference to a record date on or after the Effective Time in respect of the Scheme Shares.
- 1.2 For the purposes of such acquisition, the Scheme Shares shall be transferred from the Scheme Shareholders to Bidco (and/or such nominee(s) of Bidco as it may determine) by means of a form or forms of transfer or other instrument of transfer and, to give effect to such transfers, any person may be appointed by Bidco as attorney and/or agent and/or otherwise on behalf of the holder or holders of Scheme Shares concerned, and is authorised as such attorney and/or agent and/or otherwise on behalf of the holder or holders of Scheme Shares concerned, to execute and deliver as transferor a share transfer form or form of transfer or other instrument (by deed or otherwise), of all of the Scheme Shares and every share transfer form or instrument of transfer so executed shall be as effective as if it had been executed or given or procured by the holder or holders of the Scheme Shares thereby transferred. Such form or instrument of transfer shall be deemed to be the principal instrument of transfer and the equitable or beneficial interest in the Scheme Shares shall only be transferred to Bidco (and/or its nominee(s)), together with the legal interest in such Scheme Shares, pursuant to such form or instrument of transfer.
- 1.3 Pending the registration of Bidco (or its nominee(s)) as the holder of any Scheme Share to be transferred pursuant to this Scheme in the register of members of Dianomi, with effect from the Effective Time each Scheme Shareholder irrevocably:
 - (a) authorises and appoints Bidco (and/or its nominee(s)), and Bidco (and/or its nominee(s)) shall be empowered, as attorney or, failing that, as agent and/or otherwise on behalf of each holder of any such Scheme Share to exercise on behalf of each Scheme Shareholder (in place of and to the exclusion of the relevant Scheme Shareholder) any voting rights attached to its Scheme Shares and any and all rights and privileges (including, but not limited to, the right to receive notice of or requisition the convening of a general meeting of Dianomi or of any class of its shareholders) attaching to its Scheme Shares and to receive any distribution or other benefit accruing or payable in respect thereof;
 - (b) authorises and appoints Bidco (and/or its nominee(s)) and any one or more of its directors or agents to sign on behalf of such Scheme Shareholder any documents, and do all such things, as may in the opinion of Bidco and/or any one or more of its directors or agents be necessary or desirable in connection with the exercise of any votes or any other rights or privileges attaching to the Scheme Shares, including, without limitation, an authority as its attorney and/or agent to exercise on its behalf (in place of and to the exclusion of the relevant Scheme Shareholder) any voting rights attached to the Scheme Shares and any or all rights and privileges attaching to the Scheme Shares and for any one or more of its directors or agents to sign any consent to short notice of any general or separate class meeting of Dianomi and/or execute a form of proxy in respect of the Scheme Shares appointing any person nominated by Bidco and/or any one or more of its directors or agents to attend any general and separate class meetings of Dianomi (or any adjournment thereof) and to exercise or refrain from exercising the votes attaching to the Scheme Shares on such Scheme Shareholder's behalf;
 - (c) authorises Dianomi and/or its agents to send any notice, circular, warrant or other document or communication which Dianomi may be required to send to such Scheme Shareholder as a member of Dianomi in respect of the Scheme Shares (including any share certificate(s) or other document(s) of title issued as a result of conversion of the

Scheme Shares into certificated form) to Bidco (and/or its nominee(s)) at its registered office; and

- (d) authorises and appoints Bidco (and/or its nominee(s)), and Bidco (and/or its nominee(s)) shall be empowered to act, as attorney or, failing that, as agent and/or otherwise on behalf of each holder of any such Scheme Share to take such action as it otherwise sees fit in relation to any dealings with or disposal of such Scheme Shares (or any interest in such Scheme Shares),

such that from the Effective Time, no Scheme Shareholder shall be entitled to exercise any voting rights attached to the Scheme Shares or (subject to clause 3.2) any other rights or privileges attaching to the Scheme Shares without the consent of Bidco and no Scheme Shareholder shall appoint a proxy or representative for or to attend any general meeting, separate class meeting or other meeting of Dianomi.

- 1.4 The authorities granted pursuant to clauses 1.2 and 1.3 shall be treated for all purposes as having been granted by deed.

2. Consideration for the transfer of the Scheme Shares

In consideration for the transfer of the Scheme Shares to Bidco (and/or such nominee(s) of Bidco as it may determine) referred to in clause 1, Bidco shall, subject to the remaining provisions of this Scheme, pay and issue (as applicable), or procure that there shall be paid or issued (as applicable), to or for the account of each Scheme Shareholder (as appearing in the register of members of Dianomi at the Scheme Record Time):

**for each Scheme Share held by them at the Scheme Record Time,
64 pence in cash and a Contingent Consideration Unit**

3. Dividends

- 3.1 If, on or after the Announcement Date, any dividend, distribution and/or other return of capital or value is announced, declared, paid or made, or becomes payable, by Dianomi in respect of the Dianomi Shares, Bidco reserves the right (without prejudice to any right of Bidco to invoke Condition 3(g)(iii) in Part 1 of Part Three (*Conditions to the Implementation of the Scheme and to the Acquisition*) of the Scheme Document) to reduce the Cash Consideration for each Scheme Share 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.
- 3.2 If Bidco reduces the consideration payable per Scheme Share by an amount up to the amount of a dividend and/or distribution and/or return of capital or value (as the case may be) in accordance with clause 3.1, then: (a) Scheme Shareholders (appearing on the register of members of Dianomi, at the relevant record time as determined by the Dianomi Directors) shall be entitled to receive and retain that dividend, other distribution or return of capital or value in respect of the Scheme Shares they hold; (b) any reference in this Scheme to the consideration payable under the Scheme shall be deemed to be a reference to the consideration as so reduced; and (c) the exercise of such rights shall not be regarded as constituting any revision or variation of the terms of the Acquisition or this Scheme.
- 3.3 If and 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, in respect of Scheme Shares and is: (i) acquired pursuant to the Scheme on a basis which entitles Bidco to receive such dividend, distribution or other return of capital or value and to retain it; or (ii) cancelled prior to the Effective Date, the Cash Consideration shall not be subject to change under clause 3.1. Bidco also reserves the right to reduce the Cash Consideration for each Scheme Share 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 clause 3 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 or this Scheme.

4. Share certificates and cancellation of CREST entitlements

With effect from, or as soon as possible after, the Effective Time:

- 4.1 all certificates representing Scheme Shares shall cease to have effect as documents of title to the Scheme Shares comprised in such certificates and every holder of Scheme Shares shall be bound, at the request of Dianomi or Bidco, to deliver up the same to Bidco (or any person appointed by Bidco to receive them), or, as Dianomi or Bidco may direct, to destroy the same;
- 4.2 Dianomi shall procure that entitlements to Scheme Shares held within CREST are disabled and Euroclear is instructed to cancel or transfer the entitlements of Scheme Shareholders to Scheme Shares in uncertificated form;
- 4.3 following the cancellation of the entitlements to Scheme Shares of holders of Scheme Shares in uncertificated form, Neville Registrars shall be authorised to re-materialise entitlements to such Scheme Shares; and
- 4.4 subject to the due execution and completion, delivery and, if applicable, stamping of any form of transfer or other instrument of transfer as may be required in accordance with clause 1.2 above, Dianomi will make, or procure to be made, appropriate entries in its register of members to reflect the transfer of Scheme Shares to Bidco (and/or its nominee(s)) in accordance with clause 1 and Dianomi shall comply with its obligations in this respect.
- 4.5 In accordance with section 11 of Appendix 7 to the Takeover Code, if the Scheme lapses or is withdrawn, all documents of title and other documents lodged will be returned as soon as practicable and, in any event, within seven days of such lapsing or withdrawal.

5. Despatch of consideration

- 5.1 As soon as practicable on or after the Effective Date, and in any event no later than 14 days after the Effective Date (or such other period as may be agreed between Dianomi and Bidco and approved by the Panel), Bidco shall satisfy the consideration due to Scheme Shareholders pursuant to clause 2, subject to clause 3.1, as follows:
 - (a) in the case of Scheme Shares which at the Scheme Record Time are in certificated form, Bidco shall despatch, or procure to be despatched, to the persons entitled to such Scheme Shares (or as they may direct) in accordance with the provisions of clauses 5.4 and 5.5, cheques for the sums payable to them respectively in accordance with clause 2;
 - (b) in the case of Scheme Shares which at the Scheme Record Time are in uncertificated form, Bidco shall procure that Euroclear is instructed to create an assured payment obligation in favour of the appropriate payment bank of the persons entitled to the sums payable in accordance with clause 2 and in accordance with the CREST assured payment arrangements (as set out in the CREST Manual), provided that Bidco shall be entitled to make payment of the consideration by cheque as aforesaid in clause 5.1(a) if, for any reason, it wishes to do so or is not able to effect settlement in accordance with this clause 5.1(b); and
 - (c) Bidco shall issue, or procure to be issued, one Contingent Consideration Unit for each Scheme Share held by a Scheme Shareholder, pursuant to the terms of the CCU Deed Poll, which will be issued in certificated form and evidenced by a certificate despatched to the Scheme Shareholder's address on Dianomi's register of members (or, in the case of joint holders, to the first-named holder). Restricted Overseas Shareholders will instead receive, at a later time, a cash equivalent in accordance with this Scheme, as detailed in clause 6 below.
- 5.2 The Contingent Consideration Units will constitute direct unsecured obligations of Bidco and shall rank *pari passu* with one another and *pari passu* with all other unsecured obligations of Bidco. The Contingent Consideration Units will not represent any equity or ownership interest in Bidco and accordingly will not confer on the CCU Holders 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.

- 5.3 In the case of Scheme Shares acquired following the sanction of the Scheme pursuant to the exercise of options granted under the Dianomi Share Plans, settlement of the consideration pursuant to clause 2, payable to participants in the Dianomi Share Plans under the Scheme or the Articles, may be made, in the case of contractors or other service providers, into the bank account into which payment is made to such contractors or service providers for the service they provide (net of any exercise price payable under a cashless exercise facility), and in the case of employees through payroll (net of any exercise price payable under a cashless exercise facility and any income tax and employee National Insurance contributions) (or its overseas equivalent) and any other applicable tax or levy which Dianomi or any member of the Dianomi Group is required to account to the relevant tax authority or is permitted to deduct by law and under the terms of the relevant Dianomi Share Plan, or in such other manner as Dianomi may determine, in accordance with the proposals being made to participants in the Dianomi Share Plans.
- 5.4 All deliveries of Contingent Consideration Unit certificates and/or cheques required to be made pursuant to this Scheme shall be effected by sending the same by first class post (or by international standard post, if overseas) in pre-paid envelopes (or such other method approved by the Panel) addressed to the persons entitled to them at their respective registered addresses as appearing in the register of members of Dianomi at the Scheme Record Time (or in the case of any joint holders, at the address of the joint holder whose name stands first in the register of members of Dianomi in respect of such joint holding at the Scheme Record Time) and none of Dianomi, Taboola, Bidco, any member of the Taboola Group and their respective parent undertakings, or their respective agents or nominees, shall be responsible for any loss or delay in the transmission of any Contingent Consideration Unit certificates and/or cheques sent in accordance with this clause 5.4 which shall be sent at the risk of the person or persons entitled to them.
- 5.5 All cheques shall be in Sterling drawn on a UK clearing bank and shall be made payable to the Scheme Shareholder concerned or, in the case of joint holders, the joint holder whose name stands first in the register of members of Dianomi in respect of such joint holding at the Scheme Record Time to whom, in accordance with the foregoing provisions of this clause 5, the envelope containing the same is addressed (save that, in the case of joint holders, Bidco reserves the right to make the cheque payable to all joint holders), and the encashment of any such cheque shall be a complete discharge of Bidco's obligation under this Scheme to pay the monies represented thereby.
- 5.6 If any Scheme Shareholders have not encashed the cheques within six months of the Effective Date, Bidco and Dianomi shall procure that the Cash Consideration due to such Scheme Shareholders under this Scheme shall be held on trust for such Scheme Shareholders for a period of 12 years from the Effective Date, and such Scheme Shareholders may (subject to the legal requirements of any jurisdiction relevant to such Scheme Shareholders) claim the consideration due to them (net of any expenses and taxes) by written notice to Bidco in a form and with such evidence which Bidco determines evidences their entitlement to such consideration, at any time during the period of 12 years from the Effective Date.
- 5.7 In respect of payments made through CREST, Bidco shall procure that Euroclear is instructed to create an assured payment obligation in accordance with the CREST assured payment arrangements. The creation of such an appropriate assured payment obligation as set out in clause 5.1(b) shall be a complete discharge of Bidco's obligation under this Scheme with reference to payments made through CREST.
- 5.8 The preceding paragraphs of this clause 5 shall take effect subject to any prohibition or condition imposed by law.
- 6. Restricted Overseas Shareholders and Restricted Overseas CCU Holders**
- 6.1 The provisions of clauses 2, 3, 4 and 5 shall be subject to any prohibition or condition imposed by law. Without prejudice to the generality of the foregoing, if Bidco reasonably believes or is advised that a Scheme Shareholder is a Restricted Overseas Shareholder, the Contingent Consideration Units which would otherwise have been attributable to such Restricted Overseas Shareholder under the terms of the Acquisition and the CCU Deed Poll (and any Loan Notes that may be issued in respect of any such Contingent Consideration Units under the terms of the

Acquisition, the CCU Deed Poll and the Loan Note Instrument) will be held by Bidco itself (or a nominee of Bidco) on behalf of such Restricted Overseas Shareholder. Any subsequent cash proceeds that may become due to the Restricted Overseas Shareholder in respect of such Contingent Consideration Units and Loan Notes will be forwarded to the Restricted Overseas Shareholder at the same time as payment is made to the holders of the Loan Notes (subject to the terms and conditions of the Contingent Consideration Units and Loan Notes as they apply for determining such amount) (after deduction of fees and other costs and expenses).

- 6.2 If, following the issue of the Contingent Consideration Units, Bidco reasonably believes or is advised that a CCU Holder is a Restricted Overseas CCU Holder, any Loan Notes which would otherwise have been attributable to such CCU Holder under the terms of the Acquisition, the CCU Deed Poll and the Loan Note Instrument will be held by Bidco itself (or a nominee of Bidco) on behalf of such Restricted Overseas CCU Holder. Any subsequent cash proceeds that may become due to the Restricted Overseas CCU Holder in respect of such Loan Notes will be forwarded to the Restricted Overseas CCU Holder at the same time as payment is made to the holders of the Loan Notes (subject to the terms and conditions of the Contingent Consideration Units and Loan Notes as they apply for determining such amount) (after deduction of fees and other costs and expenses).

7. Mandates

Each mandate (including, without limitation, relating to the payment of dividends on any Scheme Shares) and other instructions (including communication preferences) given to Dianomi by a Scheme Shareholder in force at the Scheme Record Time relating to Scheme Shares shall, as from the Effective Date, cease to be valid.

8. Operation of this Scheme

- 8.1 This Scheme shall become Effective upon a copy of the Scheme Court Order being delivered to the Registrar of Companies for registration.
- 8.2 Unless this Scheme has become Effective on or before 11.59 p.m. on the Longstop Date, this Scheme shall lapse and no part of this Scheme shall ever become Effective.

9. Modification

Dianomi and Bidco may jointly consent on behalf of all persons concerned to any modification of, or addition to, this Scheme or to any condition which the Court may approve or impose. Any such modification or addition shall require the consent of the Panel where such consent is required under the Code. For the avoidance of doubt, no modification may be made to the Scheme once it has taken effect.

10. Governing law

- 10.1 This Scheme and all rights and obligations arising from it are governed by and construed in accordance with English law. The rules of the Code will, so far as they are appropriate, apply to this Scheme.
- 10.2 The courts of England and Wales shall have exclusive jurisdiction in relation to any dispute or claim of any kind whatsoever arising directly or indirectly as a result of or in connection with this Scheme initiated by Dianomi, Taboola, Bidco, any present or future shareholder of Dianomi, or any director of Dianomi, Taboola or Bidco, irrespective of the causes of action, including whether based on contract or tort.

Dated: 14 October 2026

PART FIVE

FINANCIAL INFORMATION

1. Taboola and Bidco financial information incorporated by reference

Bidco is a wholly-owned subsidiary of Taboola.

The following sets out the financial information in respect of Taboola and the Taboola Group (including Bidco) as required by Rule 24.3 of the Code. The following information, which has previously been filed with the SEC, is incorporated by reference into this document pursuant to Rule 24.15 of the Code. The information is available in “read-only” format for printing, reviewing and downloading.

<i>Information incorporated by reference</i>	<i>Hyperlink</i>
The unaudited accounts of Taboola for the financial second quarter ended 30 June 2026 are set out in the Q2 Press Release	https://investors.taboola.com/financial-information/quarterly-results
The unaudited accounts of Taboola for the financial first quarter ended 31 March 2026 are set out in the Q1 Press Release	https://investors.taboola.com/financial-information/quarterly-results
The audited accounts of Taboola for the financial year ended 31 December 2025 are set out on pages 71 to 114 (both inclusive) of Taboola’s 2025 Annual Report	https://investors.taboola.com/financial-information/annual-reports
The audited accounts of Taboola for the financial year ended 31 December 2024 are set out on pages 74 to 116 (both inclusive) of Taboola’s 2024 Annual Report	https://investors.taboola.com/financial-information/annual-reports

2. Dianomi financial information incorporated by reference

The following sets out the financial information in respect of Dianomi as required by Rule 24.3 of the Code. The following information, which has previously been announced through a Regulatory Information Service, is incorporated by reference into this document pursuant to Rule 24.15 of the Code. The information is available in “read-only” format for printing, reviewing and downloading.

<i>Information incorporated by reference</i>	<i>Hyperlink</i>
The unaudited accounts of Dianomi for the financial half year ended 30 June 2026	https://www.dianomi.com/for-investors/reports
The audited accounts of Dianomi for the financial year ended 31 December 2025 are set out on pages 36 to 66 (both inclusive) of Dianomi’s Annual Report and Accounts 2025	https://www.dianomi.com/for-investors/reports
The audited accounts of Dianomi for the financial year ended 31 December 2024 are set out on pages 36 to 67 (both inclusive) of Dianomi’s Annual Report and Accounts 2024	https://www.dianomi.com/for-investors/reports

3. Effect of the Scheme becoming Effective on the Taboola Group

With effect from the Effective Date, the earnings, assets and liabilities of Dianomi will be consolidated with the earnings, assets and liabilities of Bidco and the Taboola Group. The consolidation of the earnings, assets and liabilities of Dianomi into the earnings, assets and liabilities of Bidco and the Taboola Group will be immaterial to the earnings of the Taboola Group and result in a non-significant proportional increase in its assets and liabilities.

4. Hard copies

A person who has received this document may request a hard copy of any documents or information incorporated by reference into this document.

Dianomi Shareholders may request hard copies of the above-referenced financial information by contacting Neville Registrars at Neville House, Steelpark Road, Halesowen, B62 8HD or on 0121 585 1131 (if calling from within the UK) or on +44 (0) 121 585 1131 from outside the UK between 9.00 a.m. and 5.00 p.m. Monday to Friday (excluding public holidays in England and Wales). Calls to this number from persons who are not resident in the UK are charged at the applicable international rate. Calls from a mobile device may incur network extras.

Save as expressly referred to in this document, hard copies of the above-referenced financial information will not be sent to recipients of this document unless specifically requested.

5. No incorporation of website information

Save as expressly referred to in this document, neither the content of the Dianomi website nor the content of any website accessible from hyperlinks on the Dianomi website, is incorporated into, or forms part of, this document.

PART SIX

CONTINGENT CONSIDERATION UNITS AND LOAN NOTES

1. Risk factors relating to the Contingent Consideration Units and Loan Notes

Scheme Shareholders should take into account the following risk factors in relation to the Contingent Consideration Units:

- The amounts of the Contingent Consideration Units and Loan Notes ultimately payable to Scheme Shareholders could be substantially affected by the performance of the Dianomi Group and the actual revenue generated by the New Publisher Agreements during the Revenue Calculation Period as against the net revenue forecast for that period (in Agreed Form), as well as factors external to the Dianomi Group and Taboola Group, including market conditions and commercial negotiations with third party publishers.
- 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. There is no certainty and there can be no assurance that all or any amounts will become payable in connection with the Contingent Consideration Units. The Loan Note Principal Value cannot be quantified at this time and may be zero and is capped at a maximum of 24 pence.
- The payment obligations of Bidco with regard to the Contingent Consideration Units and Loan Notes are unsecured obligations and CCU Holders and Loan Note holders will rank as unsecured creditors of Bidco in the event of the failure of Bidco to comply with its obligations to issue Loan Notes and make payments on maturity of the Loan Notes pursuant to the terms of the CCU Deed Poll. Neither the CCU Deed Poll nor the Loan Note Instrument contains any limitations on Bidco's ability to incur indebtedness, including secured indebtedness, which would rank senior to the Contingent Consideration Units and/or the Loan Notes. The performance by Bidco of its obligations pursuant to the CCU Deed Poll and the Loan Note Instrument is not guaranteed by any other member of the Taboola Group or any other person.
- The Contingent Consideration Units and the Loan Notes will not be transferable, except in limited circumstances as expressly permitted by the CCU Deed Poll and Loan Note Instrument. The Contingent Consideration Units and the Loan Notes have not been, and will not be, listed on any stock exchange and no regulatory clearances in respect of the Contingent Consideration Units or 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 Contingent Consideration Units or the Loan Notes in respect of any jurisdiction. As such, there will not be any market for the transfer of Contingent Consideration Units or Loan Notes.
- **Neither RBC, financial adviser to Taboola and Bidco, nor Bidco has been required to confirm, and each of them 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.**
- **The Contingent Consideration Units and the Loan Notes will not represent any equity or ownership interest in Bidco and, accordingly, will not confer on the CCU Holders or Loan Note holders, respectively, any right to attend, speak at or vote at any meeting of the shareholders of Bidco, or any right to any dividends in respect of Bidco or right to any return of capital by Bidco.**
- **If Bidco is required by UK law to withhold for tax purposes or otherwise to deduct any amount from a payment to a CCU Holder or a Loan Note holder, the amount payable to that CCU Holder or Loan Note holder will be the net amount after such withholding or deduction and Bidco will not have any obligation to pay any additional amount to that CCU Holder or Loan Note holder to make up the withheld or deducted amount.**

- Under the terms of the Scheme, Bidco may decide not to issue Contingent Consideration Units or Loan Notes to Restricted Overseas Shareholders or Restricted Overseas CCU Holders, as applicable. Any cash proceeds will be remitted to such overseas persons at the same time as payment of the Loan Notes. As noted below, overseas Dianomi Shareholders should consult an appropriately qualified independent professional tax adviser.
- Whilst the CCU Deed Poll provides reasonable protections for CCU Holders during the term of the CCU Deed Poll, there is no guarantee that these protections cover all eventualities (including, but not limited to, the risk of a future insolvency of Dianomi or Bidco) and thus provide complete protection of their rights.

Dianomi Shareholders should obtain their own independent professional legal, financial and tax advice in relation to the acquisition, holding, transfer and disposal 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.

The tax treatment of a person receiving, holding or transferring Contingent Consideration Units and/or Loan Notes may vary depending on the particular circumstances of that CCU Holder and/or Loan Note holder. Scheme Shareholders who are resident for tax purposes solely in the UK are referred to paragraph 14 of Part Two (Explanatory Statement) of this document headed “Taxation” which contains a summary of certain limited aspects of the UK tax treatment of the Contingent Consideration Units and Loan Notes. Although this document contains certain tax-related information, if you are in any doubt about your own tax position, and in particular if you are subject to taxation in any jurisdiction other than the United Kingdom, you should consult an appropriately qualified independent professional adviser immediately.

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

Copies of the CCU Deed Poll and the Agreed Form Loan Note Instrument are available free of charge on Dianomi’s website at <https://www.dianomi.com/for-investors/>.

2. Contingent Consideration Units

a. *Particulars of the Contingent Consideration Units*

Under the terms of the Acquisition and the Scheme, Scheme Shareholders (other than Restricted Overseas Shareholders) will receive (in addition to the Cash Consideration) one Contingent Consideration Unit for each Scheme Share they hold. The Contingent Consideration Units have been constituted by the CCU Deed Poll entered into by Bidco on 18 September 2026. The CCU Deed Poll is governed by English law. Save for in the circumstances described below, each Contingent Consideration Unit shall entitle its holder (other than a Restricted Overseas CCU 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 Loan Note Principal Value is capped at a maximum of 24 pence per Loan Note. 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 Scheme Shareholders 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.

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). Please refer to paragraph 6 of Part Four (*The Scheme of Arrangement*) of this document for further details.

b. **Consulting parties**

The CCU Deed Poll provides that the following parties are involved in the assessment of the Loan Note Principal Value:

- (a) two individuals appointed to represent the CCU Holders and act severally on their behalf in their capacity as CCU Representatives; and
- (b) if Bidco and the CCU Representatives are unable to agree the Loan Note Principal Value in accordance with the terms of the CCU Deed Poll, an expert (the “**Independent Accountant**”) who will be a senior chartered accountant of at least ten years relevant qualified experience at an independent professional services firm, to be agreed between Bidco and the notifying CCU Representative or, in default of agreement, to be appointed by the President at the relevant time of the Institute of Chartered Accountants in England and Wales.

CCU Representatives

Dianomi will, prior to the Effective Date, appoint two individuals as the CCU Representatives, to act severally on behalf of the CCU Holders for the purposes of reviewing and determining the draft calculation of the Loan Note Principal Value, including any Matters in Dispute (as defined below). Dianomi intends to appoint Rupert Hodson and Charlotte Stranner as the initial CCU Representatives. Prior to the Effective Date, Dianomi shall be entitled to remove and replace a CCU Representative at its sole discretion with a suitably qualified individual.

On or after the Effective Date, the CCU Holders shall be entitled to remove and replace a CCU Representative with a suitably qualified individual by way of a resolution of the CCU Holders (which resolution relates to both the removal of that CCU Representative and their replacement) passed by a majority of not less than three-quarters of the persons voting at the relevant meeting of CCU Holders on a show of hands or, if a poll is demanded, not less than three-quarters of the votes given on the poll (a “**CCU Holders’ Special Resolution**”). Bidco may convene a meeting of the CCU Holders at any time. Bidco shall also convene a meeting of the CCU Holders upon the written requisition of any CCU Holder or CCU Holders holding in aggregate not less than 10% in number of the Contingent Consideration Units for the time being outstanding. Bidco shall convene any such meeting on not less than 14 nor more than 28 clear days’ notice of the date thereof. The meeting shall be held at such place in London, United Kingdom as the person or party convening the meeting may decide.

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.

If a CCU Representative resigns, or is incapacitated and is likely to remain so for a period of more than 10 CCU Business Days (the date of such resignation, or the date upon which it is clear that the relevant CCU Representative will remain incapacitated for 10 CCU Business Days, or the expiry of the 15th day from the beginning of such incapacity being the “**Individual Replacement Trigger Date**”), and if the Individual Replacement Trigger Date occurs on or after the Effective Date, the CCU Holders may appoint a replacement CCU Representative, who must be a suitably

qualified individual, and who shall be appointed by way of a resolution of the CCU Holders passed by a simple majority of the persons voting at the relevant meeting of CCU Holders on a show of hands or, if a poll is demanded, a simple majority of the votes given on the poll (a “**CCU Holders’ Majority Resolution**”). The continuing CCU Representative shall be entitled to continue to act notwithstanding that a replacement CCU Representative of the other person has not yet been appointed. If the CCU Holders are unable to pass a resolution to appoint a replacement within 20 CCU Business Days of the Individual Replacement Trigger Date, an Independent Accountant shall determine, in their sole discretion, a suitably qualified individual (independent of the Wider Dianomi Group) to be appointed as CCU Representative.

Bidco will reimburse each CCU Representative, as well as any alternate CCU Representative appointed, within 20 CCU Business Days of receipt by Bidco of appropriate invoices or receipts from the relevant CCU Representative, the reasonable and properly incurred costs and expenses of that CCU Representative, and such other reasonable time costs incurred by that CCU Representative acting in their capacity as such, provided that each CCU Representative shall obtain the prior written consent of Bidco to incur any individual expenses in excess of £1,000, such consent of Bidco not to be unreasonably withheld or delayed. If Bidco terminates the employment or engagement of a CCU Representative at any time before the date on which the CCU Deed Poll ceases to be in force (other than on the grounds of gross misconduct or summary dismissal), Bidco shall be required to pay to the relevant CCU Representative such fees as Bidco and the relevant CCU Representative shall agree in writing (each acting reasonably) in consideration for the relevant CCU Representative continuing to act in their capacity as such.

Independent Accountant

Any determinations made by the Independent Accountant pursuant to the terms of the CCU Deed Poll shall (in the absence of clear or manifest error) be final and binding on Bidco and the CCU Holders for the purposes of the CCU Deed Poll.

The fees and expenses of the Independent Accountant shall be borne by the Bidco and the CCU Holders in the proportions it directs or, in the absence of any such direction, equally between Bidco on the one hand and the CCU Holders together on the other.

Indemnity and limitations on liability

The CCU Deed Poll contains an indemnity granted by Bidco to each CCU Representative (including any alternate CCU Representative) (the “**Indemnified Persons**”) under which Bidco agrees to indemnify each Indemnified Person from and against any and all claims, demands, actions, investigations, judgments, awards or proceedings (“**Claims**”) which may be instituted, made, threatened, brought or alleged against or otherwise involve such Indemnified Person, and against any and all losses, damages, costs, expenses or liabilities (“**Losses**”) that they may suffer or incur in connection with, or arising out of, the services rendered or duties performed by them under the terms of the CCU Deed Poll. The indemnity shall not apply to the extent that:

- (a) the relevant Claims or Losses are covered by run-off cover under any Dianomi directors’ and officers’ liability insurance policy; or
- (b) the relevant Claims or Losses are finally and judicially determined to have resulted from the fraud, wilful default or gross negligence of the CCU Representative.

In their capacity as a CCU Representative, no Indemnified Person will have any liability for any actions taken (or not taken) in connection with their appointment under the terms of the CCU Deed Poll, or the performance (or non-performance) of their responsibilities, obligations, functions or role as a CCU Representative or otherwise in connection with any matter as provided for under the CCU Deed Poll, save in respect of such Indemnified Person’s fraud, wilful default or gross negligence in their capacity as a CCU Representative.

c. Calculation of the Loan Note Principal Value

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.

The principal value of each Loan Note to be issued pursuant to the Loan Note Instrument will be determined in accordance with the CCU Deed Poll on the following basis:

“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 per cent. and 100 per cent. and where, for the avoidance of doubt:

- (i) if the Relevant Percentage is 50 per cent. or less, X shall equal zero;
- (ii) if the Relevant Percentage is 75 per cent., X shall equal 12; and
- (iii) if the Relevant Percentage is 100 per cent. or more, X shall equal 24.

The **“Relevant Percentage”** 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).

The Loan Note Principal Value shall in no circumstance exceed 24 pence per Loan Note and the aggregate amount of the principal value of all Loan Notes to be issued pursuant to the CCU Deed Poll shall not exceed an amount equal to the Loan Note Principal Value multiplied by the aggregate number of Scheme Shares. Where the Loan Note Principal Value is zero (or any negative number), the Loan Note Instrument shall not be entered into and no Loan Notes will be issued.

d. ***Steps in the assessment process***

The CCU Deed Poll envisages that the assessment process will comprise the following procedures:

- (a) Bidco shall prepare its calculation of the Loan Note Principal Value (the **“Loan Note Principal Value Calculation”**) and deliver it to the CCU Representatives for review by no later than 5.00 p.m. on the date which falls 30 days after the end of the Reference Period. Bidco shall be entitled to request such information from the CCU Representatives and Dianomi as Bidco may reasonably require in order to prepare the Loan Note Principal Value Calculation.
- (b) The CCU Representatives shall review the Loan Note Principal Value Calculation and, if within 10 CCU Business Days from receipt the CCU Representatives do not agree with the Loan Note Principal Value Calculation, either of them shall notify Bidco (the **“Notifying CCU Representative”** and such notice, the **“Objection Notice”**), and the Notifying CCU Representative and Bidco shall meet, discuss and use their respective reasonable endeavours to resolve, in good faith, the points of disagreement (the **“Matters in Dispute”**). If the Matters in Dispute are not resolved by the date which is 10 CCU Business Days following the date of the Objection Notice, the Notifying CCU Representative or Bidco may refer such dispute to the Independent Accountant.

- (c) The procedures of the Independent Accountant will give the parties a reasonable opportunity to make written representations to it and any determination made by the Independent Accountant shall be final and binding (in the absence of clear or manifest error) on Bidco and the CCU Holders for the purposes of the CCU Deed Poll.
- (d) If Bidco and the CCU Representatives reach agreement on the Loan Note Principal Value, or if the Loan Note Principal Value is finally determined by the Independent Accountant, at any stage in the procedure set out above, the Loan Note Principal Value so agreed or determined will be the Loan Note Principal Value for the purposes of the CCU Deed Poll, and any determination of the Loan Note Principal Value pursuant to the terms of this CCU Deed Poll will be final and binding on all of the CCU Holders and Bidco.
- (e) 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), each Loan Note being in a principal amount equal to the Loan Note Principal Value, and the date of such issuance shall be the **"Loan Note Issue Date"** for the purposes of the CCU Deed Poll and the Loan Note Instrument.

The assessment process described above does not allow for the exercise of any discretion on the part of Bidco or the CCU Representatives.

e. ***Winding Up Events***

For the purposes of the CCU Deed Poll, the following shall be **"Winding Up Events"**, to the extent that any such event occurs prior to the Loan Note Issue Date:

- (a) an effective resolution is passed or an order is made for the winding up, dissolution or reorganisation of Bidco (other than: (i) a voluntary winding up for the purposes of amalgamation or reconstruction or liquidation under which a successor or successors undertake(s) the obligations of Bidco under the Contingent Consideration Units or (ii) a members' voluntary winding up); or
- (b) Bidco takes any corporate action or other steps are taken or legal or other proceedings are started for the appointment of a liquidator in respect of Bidco's assets; or
- (c) anything analogous to or having a substantially similar effect to any of the events specified above occurs under the law of any applicable jurisdiction in relation to Bidco,

provided that any petition or action by a third party which is discharged, stayed or dismissed by a court of competent jurisdiction within 20 CCU Business Days of commencement shall not constitute a Winding Up Event.

Immediately prior to the occurrence of a Winding Up Event, 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) in accordance with the terms of the CCU Deed Poll.

The Loan Notes to be issued by Bidco in the event of a Winding Up Event will be issued:

- (a) with a principal value of 24 pence each; and
- (b) on the basis that they shall become redeemable immediately upon the occurrence of the Winding Up Event, at which time the principal value of the Loan Notes shall be repaid to the holders of the Loan Notes so issued.

f. ***Undertakings***

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, Bidco has undertaken, among other things, on and from the Effective Date to (and to procure that the Wider Dianomi Group shall) 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: (i) 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 or which may reasonably be regarded as likely to result in the same; and/or (ii) which would prevent or restrict the payment of the Loan Note Principal Value in full. Under the terms of the CCU Deed Poll, Bidco has also undertaken, among other things, on and from the Effective Date and subject to all applicable laws (including the Code) and provided that any update, information or notification provide to any CCU Representative is provided to them solely in their capacity as a CCU Representative and on a confidential basis: (i) to use commercially reasonable efforts to procure that each of the Agreed Dianomi Publishers and the relevant member(s) of the Dianomi Group enter into New Publisher Agreements on or before the end of the Reference Period; (ii) to provide monthly updates to the CCU Representatives on material aspects of the discussions and negotiations with the Agreed Dianomi Publishers during the Reference Period in connection with their entry into the New Publisher Agreements; and (iii) to provide the CCU Representatives with such financial and other information as they may reasonably request in order to enable the CCU Representatives to calculate from time to time the progress towards payment of the Loan Note Principal Value in full.

g. ***Form and status of the Contingent Consideration Units***

The Contingent Consideration Units will be governed by English law, will be issued in certificated registered form and will have no nominal value. The Contingent Consideration Units will not be transferable, except in limited circumstances as expressly permitted 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 constitute direct unsecured obligations of Bidco and shall rank *pari passu* with one another and *pari passu* with all other unsecured obligations of Bidco (except for those obligations as may be preferred by applicable law).

To the extent any meetings are required to determine matters amongst CCU Holders, at any such meeting every CCU Holder present in person has, on a show of hands, one vote and every CCU Holder present in person or by proxy has, on a poll, one vote for every Contingent Consideration Unit of which they are the holder. Proposed resolutions shall be passed by a CCU Holders' Majority Resolution unless the CCU Deed Poll specifies that a CCU Holders' Special Resolution is required.

Each CCU Holder shall be entitled without charge to one certificate for the Contingent Consideration Units held by them. Joint holders of Contingent Consideration Units will, however, only be entitled to one Contingent Consideration Unit certificate (provided that Bidco shall not be bound to register more than four persons as the joint holders of any Contingent Consideration Unit) and such Contingent Consideration Unit certificate will be sent to that one of the joint holders who is first named in the Contingent Consideration Unit register. Each certificate shall be substantially in the form set out in the CCU Deed Poll and shall have the conditions of the CCU Deed Poll endorsed upon it.

The Contingent Consideration Units will not represent any equity or ownership interest in Bidco, and accordingly will not confer on the CCU Holders 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.

h. ***Modification of the CCU Deed Poll***

The provisions of the CCU Deed Poll and the rights of the CCU Holders thereunder are similarly subject to modification, abrogation or variation by Bidco (by deed poll expressed to be supplemental to the CCU Deed Poll) on terms previously consented to by a CCU Holders' Majority Resolution. Bidco may amend the provisions of the CCU Deed Poll without the consent of a CCU Holders' Majority Resolution or the consent of the CCU Holders if (in the opinion of the Bidco Board, acting reasonably) such amendment is of a minor or technical nature or is required to correct a manifest error and provided that no such amendment may be made which would be prejudicial to the interests or rights of the CCU Holders (or any of them).

3. Loan Notes

a. Form and status of the Loan Notes

The Loan Notes will be governed by the laws of England, will be issued in certificated form and will have no nominal value. The Loan Notes will not be transferable, except in limited circumstances as expressly permitted by 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 constitute unsecured direct and general obligations of Bidco and shall rank *pari passu* among themselves and at all times rank at least *pari passu* with all other existing and future unsecured obligations of Bidco (except for those obligations as may be preferred by applicable law).

Certificates in respect of the Loan Notes (if any) will be issued to each Loan Note holder (other than Restricted Overseas CCU Holder).

Loan Notes will not represent any equity or ownership interest in Bidco, and accordingly will not confer on the Loan Note holders any voting or dividend rights on Loan Note Holders in Bidco.

b. Issue of Loan Notes

The Loan Notes (if any) to be issued by Bidco will be issued pursuant to the terms of the CCU Deed Poll. The Loan Note Principal Value will be determined in accordance with the terms of the CCU Deed Poll.

c. Interest

The Loan Notes will not bear interest other than in circumstances where Bidco is in default of its payment obligations under the terms of the Loan Note Instrument. In such case, Bidco will pay the Loan Note holders interest on the principal value of the Loan Notes (less any tax which Bidco is required by law to deduct or withhold from such payment) in respect of the period from (and including) the Loan Note Payment Date until (but excluding) such date that the Loan Notes are redeemed in full by Bidco at a rate that is 3 per cent. higher than the Bank of England's Bank Rate as published by the Bank of England from time to time, per annum.

d. Term

Other than as set out below, the Loan Notes will be issued on the Loan Note Issue Date with a term which shall end on 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 (being the Loan Note Payment Date).

e. Redemption

On the Loan Note Payment Date, Bidco will redeem the Loan Note at par (subject to any requirement by law to deduct or withhold tax) and, 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. Save as set out below, a Loan Note holder may not opt to redeem his or her Loan Note in full prior to the expiry of the term.

All payments to be made by Bidco in respect of the Loan Notes shall be rounded, if necessary, to the nearest pence.

A Loan Note holder may elect that the principal amount of their Loan Notes be redeemed in US dollars by delivering a valid USD election notice to Bidco at least 21 days prior to the Loan Note Payment Date. A USD election notice delivered in accordance with the relevant provision of the Loan Note Instrument is irrevocable. If a valid USD Election Notice is received by Bidco at least 21 days prior to the Loan Note Payment Date, Bidco shall on the Loan Note Payment Date pay the principal amount in US dollars (converted at the spot rate certified by Bidco as prevailing at 11.00 a.m. on the date following the election date, subject to any requirement by law to deduct or withhold tax), provided that: (i) subject to limb (ii) below, in no circumstances shall the amount

payable in US dollars exceed 100.25 per cent. of the nominal value in pounds sterling of the Loan Notes to be repaid; and (ii) in no circumstances shall the maximum amount payable in US dollars exceed the maximum amount of US dollars which can be paid without causing the Loan Notes to become a deeply discounted security pursuant to Section 430 of the Income Tax (Trading and Other Income) Act 2005.

Bidco shall, within 10 CCU Business Days of receiving written notice from a Loan Note holder following the occurrence of any of the following events, redeem the Loan Notes held by such Loan Note holder at par (subject to any requirement by law to deduct or withhold tax):

- (a) the failure by Bidco to pay any principal monies payable to the Loan Note holders on the Loan Notes within 10 CCU Business Days of the due date for payment;
- (b) the passing by Bidco of an effective resolution for its winding up or the making by a court of competent jurisdiction of an order for the winding up of Bidco or the appointment of a liquidator or the dissolution of Bidco otherwise than, in each case, for the purposes of an amalgamation, reorganisation, liquidation or reconstruction under which a successor or successors, each of at least equivalent financial standing to Bidco, undertake(s) the obligations of Bidco under the Loan Notes or for the purposes of a members' voluntary winding up;
- (c) the appointment of an administrator or the making of an administration order in relation to Bidco or the appointment of a receiver over, or the taking possession of or sale by an encumbrancer of, the whole or substantially all of Bidco's assets in each case when such person has not been paid out or such person's claim has not been discharged within 20 CCU Business Days of the claim being made;
- (d) the making by Bidco of an arrangement or composition with its creditors generally or the making by Bidco of an application to a court of competent jurisdiction for protection from its creditors generally or a scheme of arrangement under the Companies Act (other than in the latter case for the purpose of a solvent voluntary reconstruction, amalgamation or acquisition); or
- (e) the occurrence, in any applicable jurisdiction other than England and Wales, of an event, proceeding or action which is bona fide and has an effect analogous to any of the events referred to in paragraphs (b) to (d) above.

Bidco shall notify the Loan Note holders as soon as reasonably practicable of the occurrence of any of the events described in (a) to (e) above.

f. ***Substitution of principal debtor***

The Loan Note Instrument contains provisions entitling Bidco, in certain circumstances, without the consent of the Loan Note holders, to:

- (a) substitute any member of Bidco's group (being Bidco and any person who is, on or at any time after the date of the Loan Note Instrument, a subsidiary or holding company of Bidco, or a subsidiary of a holding company of Bidco) of at least equivalent financial standing to Bidco as the principal debtor under the Loan Note Instrument in respect of all or any of the Loan Notes, provided that such substitution would not, under the laws or published practice in force at the time it is to be effected, itself constitute a disposal of the Loan Notes (or any of them) for the purposes of United Kingdom taxation of chargeable gains; or
- (b) require all, or any, of the Loan Note holders to exchange the Loan Notes for loan notes of the same principal value issued on the same terms *mutatis mutandis* by any other member of Bidco's group (such entity being of at least equivalent financial standing to Bidco), provided that, if any of the relevant Loan Note holders are resident in the United Kingdom for taxation purposes, such exchange will fall within the provisions of section 135 of the Taxation of Chargeable Gains Act 1992.

g. ***Taxation***

Payments made under the terms of the Loan Notes will be made after deduction or withholding for or on account of any taxes required to be deducted or withheld from such payments. Save as explicitly set out in the Loan Note Instrument, no additional amount shall be required to be paid by Bidco as a result of or in connection with any withholding or deduction.

h. ***Modification of the Loan Note Instrument***

The provisions of the Loan Note Instrument and the rights of the Loan Note holders thereunder are subject to modification, abrogation or variation by Bidco (by deed expressed to be supplemental to the Loan Note Instrument) with the sanction of a majority resolution of the Loan Note holders (being a simple majority). Bidco may amend the provisions of the Loan Note Instrument without the consent or sanction of a majority resolution of the Loan Note holders if (in the opinion of the Bidco Board, acting reasonably) such amendment is of a minor or technical nature or is required to correct a manifest error and provided that no such amendment may be made which would be prejudicial to the interests of the Loan Note holders.

4. Post-offer undertakings

No statements in this Part Six (*Contingent Consideration Units and Loan Notes*) constitute “post-offer undertakings” for the purposes of Rule 19.5 of the Code.

PART SEVEN

ADDITIONAL INFORMATION FOR OVERSEAS SHAREHOLDERS

Overseas shareholders should consult their own legal and tax advisers with respect to the legal and tax consequences of the Scheme.

1. General

The release, publication or distribution of this document in or into or from 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.

Neither this document nor any of the accompanying documents do or are intended to constitute or form part of any offer or invitation to purchase, otherwise acquire, subscribe for, sell or otherwise dispose of, any securities or the solicitation of any vote or approval pursuant to the Scheme or otherwise, in any jurisdiction in which such offer, invitation or solicitation is unlawful. This document and the accompanying Forms of Proxy have been prepared for the purposes of complying with English law, the AIM Rules, the Rules of the London Stock Exchange and the Code, and the information disclosed may not be the same as that which would have been disclosed if this document 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 document 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.

It is the responsibility of any person into whose possession this document comes to satisfy themselves as to the full observance of the laws of the relevant jurisdiction in connection with the Acquisition including the obtaining of any governmental, exchange control or other consents which may be required and/or compliance with other necessary formalities which are required to be observed and the payment of any issue, transfer or other taxes or levies due in such jurisdiction.

This document does not constitute an offer to sell or issue or the solicitation of an offer to buy or subscribe for shares in any jurisdiction in which such Acquisition or solicitation is unlawful.

2. Additional information for US investors

The Acquisition relates to the shares of a company incorporated in England and Wales 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 document nor any of the accompanying documents. Any representation to the contrary is a criminal offence in the United States. Financial information relating to Dianomi included in this document 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.

Any Contingent Consideration Units or Loan Notes issued under the Scheme have not been and will not be registered under the US Securities Act, or under any laws of any securities regulatory authority of any state of the United States and may not be offered or sold in the United States absent registration or pursuant to an exemption from the registration requirements of the US Securities Act. This document shall not constitute an offer to sell or the solicitation of an offer to buy, nor shall there be any sale of the Contingent Consideration Units or Loan Notes (if any) in the United States. The Contingent Consideration Units are expected to be issued in reliance upon the exemption from the registration requirements of the US Securities Act provided by Section 3(a)(10) thereof. The Loan Notes (if any) issued to CCU Holders in exchange for such Contingent Consideration Units issued pursuant to the Scheme are expected to be issued in reliance upon the exemption from the registration requirements under the US Securities Act provided by Section 3(a)(9) thereof.

For the purpose of qualifying for the exemption from the registration requirements of the US Securities Act provided by Section 3(a)(10) and disapplying the applicable US tender offer rules under Regulation 14E under the US Exchange Act with respect to the Scheme, the Court will be advised that its sanctioning of the Scheme will be relied on by Dianomi and Bidco as an approval of the Scheme following a hearing on its fairness to Dianomi Shareholders, at which hearing all such Dianomi Shareholders are entitled to attend in person, by authorised representative, by proxy or through counsel, to support or oppose the sanctioning of the Scheme and with respect to which notification has been given to all such Dianomi Shareholders.

The receipt of cash and/or Contingent Consideration Units (if any) and/or Loan Notes (if any) 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 Wales and Taboola is organised under the laws of Israel. Some of the officers and directors of Dianomi, Taboola and Bidco 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, Taboola, Bidco or any of their respective officers or directors, or to enforce outside the United States judgments obtained against Dianomi, Taboola, Bidco or any of their respective officers or directors in US courts, including, without limitation, judgments 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, Taboola or Bidco in a non-US court for violations of US securities laws. It may be difficult to compel Dianomi, Taboola, Bidco 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, including into the United States, the Takeover 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/>.

Neither the SEC nor any securities commission of any state of the United States nor any other United States regulatory authority has approved any securities referred to in this document or the Acquisition, passed upon the fairness of the Acquisition or passed upon the adequacy or accuracy of this document. Any representation to the contrary is a criminal offence in the United States.

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 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.

PART EIGHT

ADDITIONAL INFORMATION ON DIANOMI, TABOOLA AND BIDCO

1. Responsibility

- a. The Dianomi Directors, whose names are set out in paragraph 2.a below, each accept responsibility for the information contained in this document (including any expressions of opinion and all information in respect of the Dianomi Group which has been incorporated by reference into this document) except for that information for which responsibility is accepted by the Taboola Directors and/or the Bidco Directors pursuant to paragraphs 1.b and 1.c of this Part Eight (*Additional Information on Dianomi, Taboola and Bidco*). To the best of the knowledge and belief of the Dianomi Directors (who have taken all reasonable care to ensure that such is the case) the information contained in this document for which they accept responsibility is in accordance with the facts and does not omit anything likely to affect the import of such information.
- b. The Taboola Directors, whose names are set out in paragraph 2.b below, each accept responsibility for the information contained in this document (including any expressions of opinion) relating to Taboola, the Taboola Group, themselves and their respective close relatives, related trusts and connected companies, and any other person acting, or deemed to be acting, in concert (as such term is defined in the Code) with Taboola and Bidco. To the best of the knowledge and belief of the Taboola Directors (who have taken all reasonable care to ensure that such is the case) the information contained in this document for which they accept responsibility is in accordance with the facts and does not omit anything likely to affect the import of such information.
- c. The Bidco Directors, whose names are set out in paragraph 2.c below, each accept responsibility for the information contained in this document (including any expressions of opinion) relating to Bidco, Bidco's subsidiaries and subsidiary undertakings from time to time, themselves and their respective close relatives, related trusts and connected companies, and any other person acting, or deemed to be acting, in concert (as such term is defined in the Code) with Bidco. To the best of the knowledge and belief of the Bidco Directors (who have taken all reasonable care to ensure that such is the case) the information contained in this document for which they accept responsibility is in accordance with the facts and does not omit anything likely to affect the import of such information.

2. Directors

- a. The Dianomi Directors and their respective positions are as follows:

<i>Name</i>	<i>Position</i>
Michael Kelly	Non-executive Chair
Rupert Edward Hodson	Chief Executive Officer
Charlotte Alexandra Stranner	Chief Financial Officer
Matthew Singh	Non-executive Director
Paul David Gibson	Non-executive Director

The registered office of Dianomi is Arch Law Floor 2, 8 Bishopsgate, London, United Kingdom, EC2N 4BQ and the business address of each of the Dianomi Directors is Thomas House, 84 Eccleston Square, London SW1V 1PX.

The group company secretary of Dianomi is Ben Harber.

- b. The Taboola Directors and their respective positions are as follows:

<i>Name</i>	<i>Position</i>
Adam Singolda	Chief Executive Officer
Zvi Limon	Chairman
Erez Shachar	Director
Nechemia J. Peres	Director
Gilad Shany	Director
Monica Mijaleski	Director

The registered office of Taboola and the business address of each Taboola Director is 16 Madison Square West, 7th Floor, New York, NY. Taboola is a company incorporated in Israel with company number 513870683.

- c. The Bidco Directors and their respective positions are as follows:

<i>Name</i>	<i>Position</i>
Blyth Aimee Holden	Director
Yehuda Israel Metzger	Director

The registered office of Bidco and the business address of each Bidco Director is Aldgate House, 33 Aldgate High Street, 2nd Floor, London, England, EC3N 1DL. Bidco is a private limited company incorporated in England and Wales with company number 08119591.

3. Disclosures in respect of Dianomi securities and Taboola securities

- 3.1 For the purposes of this paragraph 3 and paragraphs 4 and 13 of this Part Eight (*Additional Information on Dianomi, Taboola and Bidco*) below:

- (A) **acting in concert** has the meaning given to it in the Code;
- (B) **arrangement** has the meaning given to it in Note 11 to the definition of “acting in concert” set out in the Code;
- (C) **close relative** has the meaning given to it in the Code;
- (D) **dealing** has the meaning given to it in the Code;
- (E) **derivative** has the meaning given to it in the Code;
- (F) **disclosure period** means the period beginning on 18 September 2025 (being the date that is 12 months before the start of the offer period) and ending on the Last Practicable Date;
- (G) **interest** or **interests** in relevant securities shall have the meaning given to it in the Code and references to interests of Taboola Directors, interests of Bidco Directors or interests of Dianomi Directors in relevant securities shall include all interests of any other person whose interests in shares the Taboola Directors, the Bidco Directors or, as the case may be, the Dianomi Directors, are taken to be interested in pursuant to Part 22 of the UK Companies Act 2006;
- (H) **offer period** means, in this context, the period starting on 18 September 2026 and ending on the Last Practicable Date;
- (I) **relevant Taboola securities** means relevant securities (such term having the meaning given to it in the Code in relation to an offeror) of Taboola and Bidco including equity share capital in Taboola and Bidco (or derivatives referenced thereto) and securities convertible into, rights to subscribe for and options (including traded options) in respect thereof;
- (J) **relevant Dianomi securities** means relevant securities (such term having the meaning given to it in the Code in relation to an offeree) of Dianomi including equity share capital of Dianomi (or derivatives referenced thereto) and securities convertible into, rights to subscribe for and options (including traded options) in respect thereof; and
- (K) **short position** means 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.

- 3.2 Save in respect of the irrevocable undertakings referred to in paragraph 9 of this Part Eight (*Additional Information on Dianomi, Taboola and Bidco*) below, as at the close of business on the Last Practicable Date, none of Taboola, Bidco, any Taboola Director, any Bidco Director, nor, so far as Taboola or Bidco are aware, any person acting in concert with any of them nor any person with whom it or any person acting in concert with any of them has an arrangement has: (i) any interest in or right to subscribe for any relevant Dianomi securities; (ii) any short positions in respect of relevant Dianomi securities (whether conditional or absolute and whether in the money or otherwise), including any short position under a derivative, any agreement to sell or any delivery obligation or right to require another person to purchase or take delivery; or (iii) borrowed or lent any relevant Dianomi securities (including, for these purposes, any financial collateral arrangements of the kind referred to in Note 4 on Rule 4.6 of the Code).
- 3.3 As at the Last Practicable Date, the Dianomi Directors (and their close relatives and related trusts) held the following interests in, or rights to subscribe in respect of, relevant Dianomi securities:

Issued share capital

<i>Name</i>	<i>Number of Dianomi Shares</i>
Rupert Hodson ⁽¹⁾	2,882,392
Michael Kelly ⁽²⁾	294,432
Charlotte Stranner	20,000
Total	3,196,824

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

(2) All the Dianomi Shares beneficially owned by Michael Kelly are held by Strategic Growth Partners LLC.

- 3.4 As at the Last Practicable Date, in addition to the Dianomi Directors (and their close relatives and related trusts) noted in paragraph 3.3 above, the following persons acting in concert with Dianomi held the following interests in, or rights to subscribe in respect of, relevant Dianomi securities:

<i>Name</i>	<i>Number of Dianomi Shares</i>
Raphael Queisser ⁽¹⁾	3,632,134
Robert Cabell de Marcellus	2,789,572
Total	6,421,706

(1) Includes shares held by Raphael Queisser's relatives.

- 3.5 As at the Last Practicable Date, the Dianomi Directors held the following outstanding options over relevant Dianomi securities under the Dianomi Share Plans:

<i>Name of Dianomi Director</i>	<i>Date of grant</i>	<i>Number of shares</i>	<i>Exercise price (pence)</i>	<i>Expiry date</i>
Charlotte Stranner	3 November 2023	131,868	50	3 November 2033

- 3.6 As at the Last Practicable Date, other than as disclosed in paragraphs 3.3 and 3.4 above, no person acting in concert with Dianomi held any interests in, or rights to subscribe in respect of, relevant Dianomi securities.
- 3.7 As at the Last Practicable Date, none of the Dianomi Directors: (i) had any interest in or right to subscribe for any relevant Taboola securities; (ii) had any short positions in respect of relevant Taboola securities (whether conditional or absolute and whether in the money or otherwise), including any short position under a derivative, any agreement to sell or any delivery obligation or right to require another person to purchase or take delivery; or (iii) had borrowed or lent any relevant Taboola securities (including, for these purposes, any financial collateral arrangements of the kind referred to in Note 4 on Rule 4.6 of the Code).

- 3.8 During the offer period, neither Dianomi, the Dianomi Directors nor any person acting in concert with the foregoing, has dealt in relevant Taboola securities.
- 3.9 Save as disclosed above, as at the close of business on the Last Practicable Date, so far as Dianomi is aware, neither any person acting in concert with it, nor any person with whom Dianomi or any person acting in concert with Dianomi has an arrangement has: (i) any interest in or right to subscribe for any relevant Dianomi securities; (ii) any short positions in respect of relevant Dianomi securities (whether conditional or absolute and whether in the money or otherwise), including any short position under a derivative, any agreement to sell or any delivery obligation or right to require another person to purchase or take delivery; or (iii) borrowed or lent any relevant Dianomi securities (including, for these purposes, any financial collateral arrangements of the kind referred to in Note 4 on Rule 4.6 of the Code).

4. Interests and Dealings – General

4.1 Save as disclosed in paragraph 3 above as at the Last Practicable Date:

- (A) no member of the Taboola Group had any interest in, right to subscribe in respect of, or any short position (whether conditional or absolute and whether in the money or otherwise) in relation to any relevant Dianomi securities nor has any member of the Taboola Group dealt in any relevant Dianomi securities during the disclosure period;
- (B) none of the Taboola Directors or Bidco Directors had any interest in, right to subscribe in respect of, or any short position (whether conditional or absolute and whether in the money or otherwise) in relation to any relevant Dianomi securities, nor has any such person dealt in any relevant Dianomi securities during the disclosure period;
- (C) so far as Taboola or Bidco are aware, no person deemed to be acting in concert with Taboola or Bidco had any interest in, right to subscribe in respect of, or any short position (whether conditional or absolute and whether in the money or otherwise) in relation to any relevant Dianomi securities, nor has any such person dealt in any relevant Dianomi securities, during the disclosure period;
- (D) so far as Taboola or Bidco are aware, no person who has an arrangement with Taboola or Bidco had any interest in, right to subscribe in respect of, or any short position (whether conditional or absolute and whether in the money or otherwise) in relation to any relevant Dianomi securities, nor has any such person dealt in any relevant Dianomi securities during the disclosure period; and
- (E) neither Taboola nor Bidco nor, so far as Taboola or Bidco are aware, any person acting in concert with it, has borrowed or lent any relevant Dianomi securities, save for any borrowed shares which have been either on-lent or sold, during the disclosure period.

4.2 Save as disclosed in paragraph 3 above, as at the Last Practicable Date:

- (A) no member of the Dianomi Group had any interest in, right to subscribe in respect of, or any short position (whether conditional or absolute and whether in the money or otherwise) in relation to any relevant Taboola securities nor has any such person dealt in any relevant Dianomi securities or relevant Taboola securities during the offer period;
- (B) none of the Dianomi Directors had any interest in, right to subscribe in respect of, or any short position (whether conditional or absolute and whether in the money or otherwise) in relation to any relevant Dianomi securities or relevant Taboola securities nor has any such person dealt in any relevant Dianomi securities or relevant Taboola securities during the offer period;
- (C) so far as Dianomi is aware, no person deemed to be acting in concert with Dianomi had any interest in, right to subscribe in respect of, or any short position (whether conditional or absolute and whether in the money or otherwise) in relation to any relevant Dianomi securities, nor has any such person dealt in any relevant Dianomi securities during the offer period;

- (D) so far as Dianomi is aware, no person who has an arrangement with Dianomi had any interest in, right to subscribe in respect of, or any short position (whether conditional or absolute and whether in the money or otherwise) in relation to any relevant Dianomi securities, nor has any such person dealt in any relevant Dianomi securities during the offer period; and
 - (E) neither Dianomi, nor any person acting in concert with Dianomi has borrowed or lent any relevant Dianomi securities, save for any borrowed shares which have been either on-lent or sold during the offer period.
- 4.3 Save as disclosed in this document, no persons have given any irrevocable or other commitment to vote in favour of the Scheme or the Resolution to be proposed at the General Meeting.
- 4.4 Save as disclosed in this document, none of: (i) Taboola, Bidco or any person acting in concert with Taboola or Bidco; or (ii) Dianomi or any person acting in concert with Dianomi, has, in either case, any arrangement in relation to relevant Dianomi securities.
- 4.5 Save as disclosed in this document, no agreement, arrangement or understanding (including any compensation arrangement) exists between Taboola or Bidco, or any person acting in concert with them, and any of the Dianomi Directors or the recent Dianomi directors, Dianomi Shareholders or recent shareholders of Dianomi, or any person interested in or recently interested in shares of Dianomi, having any connection with or dependence upon or which is conditional upon the Acquisition.
- 4.6 Save as disclosed in this document, there is no agreement, arrangement or understanding whereby the beneficial ownership of any Dianomi Shares to be acquired by Bidco pursuant to the Scheme will be transferred to any other person, however Bidco reserves the right to transfer any such shares to any member of the Taboola Group.
- 4.7 No relevant Dianomi securities have been redeemed or purchased by Dianomi during the disclosure period.

5. Directors' service contracts

5.1 *Executive Directors*

The Executive Directors have entered into service contracts with Dianomi, as follows:

(a) ***Rupert Hodson, Chief Executive Officer of Dianomi***

Mr Hodson is employed under an executive service agreement dated 18 May 2021 which provides for Mr Hodson to act as the Chief Executive Officer of Dianomi. The contract took effect on the date of Dianomi's admission to trading on AIM and continues on an indefinite basis until terminated on not less than 6 months' prior written notice by either Mr Hodson or Dianomi. Notwithstanding this, Dianomi reserves the discretion to terminate the appointment with immediate effect by making a payment in lieu of notice equal to the salary that would have been payable during the notice period (or any unexpired part of it), either as a lump sum or in equal monthly instalments.

Mr Hodson is subject to certain post-termination restrictions, expressed to apply for a period of 6 months from the date on which Mr Hodson's employment with Dianomi terminates (reduced by any period of garden leave served immediately prior to termination), including that he will not:

- (i) carry on, be employed by, or be engaged, concerned or interested in any business within England, Scotland, Wales, Northern Ireland or the Republic of Ireland (or any other country in which the Dianomi Group carried on any business in which Mr Hodson was materially concerned during the 12 months prior to termination) which supplies (or is about to supply) products or services in competition with the Dianomi Group;
- (ii) canvass, solicit or approach any person who, during the 12 months prior to termination, was a customer or prospective customer of the Dianomi Group with whom Mr Hodson was directly concerned (or any other potential customer of the

Dianomi Group with whom Mr Hodson carried out negotiations during the 3 months prior to termination), in each case for the sale or supply of products or services of the same or a similar kind to those sold or supplied by the Dianomi Group during that 12-month period and with which Mr Hodson was directly concerned;

- (iii) deal or contract with any such customer or potential customer in relation to the sale or supply of such products or services; and
- (iv) solicit, induce or entice away from the Dianomi Group, or (in connection with any competing business) employ, engage or appoint, any senior employee, consultant, agent, director or independent contractor of the Dianomi Group whose seniority, expertise or knowledge of the Dianomi Group's confidential information, trade secrets, clients, customers or suppliers is such that he or she is likely to be able to assist or benefit a business in or proposing to be in competition with the Dianomi Group.

Mr Hodson is paid an annual salary of £220,000. He is also eligible to receive a discretionary bonus under a non-contractual bonus scheme operated by Dianomi from time to time, the terms of which (and whether any bonus is declared or paid) are determined by Dianomi at its sole discretion.

During the term of his employment, Mr Hodson is entitled to the following benefits:

- (i) eligibility to participate in Dianomi's occupational pension scheme, subject to the trust deed and rules of that scheme from time to time; and
- (ii) participation, at Dianomi's expense, in life assurance and private medical insurance, subject to the applicable policy terms and underwriting criteria.

(b) ***Charlotte Stranner, Chief Financial Officer of Dianomi***

Ms Stranner is employed under an executive service agreement dated 18 May 2021 which provides for Ms Stranner to act as the Chief Financial Officer of Dianomi. The contract took effect on the date of Dianomi's admission to trading on AIM and continues on an indefinite basis until terminated on not less than 3 months' prior written notice by either Ms Stranner or Dianomi. Notwithstanding this, Dianomi reserves the discretion to terminate the appointment with immediate effect by making a payment in lieu of notice equal to the salary that would have been payable during the notice period (or any unexpired part of it), either as a lump sum or in equal monthly instalments.

Ms Stranner is subject to certain post-termination restrictions, expressed to apply for a period of 6 months from the date on which Ms Stranner's employment with Dianomi terminates (reduced by any period of garden leave served immediately prior to termination), including that she will not:

- (i) carry on, be employed by, or be engaged, concerned or interested in any business within England, Scotland, Wales, Northern Ireland or the Republic of Ireland (or any other country in which the Dianomi Group carried on any business in which Ms Stranner was materially concerned during the 12 months prior to termination) which supplies (or is about to supply) products or services in competition with the Dianomi Group;
- (ii) canvass, solicit or approach any person who, during the 12 months prior to termination, was a customer or prospective customer of the Dianomi Group with whom Ms Stranner was directly concerned (or any other potential customer of the Dianomi Group with whom Ms Stranner carried out negotiations during the 3 months prior to termination), in each case for the sale or supply of products or services of the same or a similar kind to those sold or supplied by the Dianomi Group during that 12-month period and with which Ms Stranner was directly concerned;
- (iii) deal or contract with any such customer or potential customer in relation to the sale or supply of such products or services; and

- (iv) solicit, induce or entice away from the Dianomi Group, or (in connection with any competing business) employ, engage or appoint, any senior employee, consultant, agent, director or independent contractor of the Dianomi Group whose seniority, expertise or knowledge of the Dianomi Group's confidential information, trade secrets, clients, customers or suppliers is such that he or she is likely to be able to assist or benefit a business in or proposing to be in competition with the Dianomi Group.

Ms Stranner is paid an annual salary of £200,000. She is also eligible to receive a discretionary bonus under a non-contractual bonus scheme operated by Dianomi from time to time, the terms of which (and whether any bonus is declared or paid) are determined by Dianomi at its sole discretion.

During the term of her employment, Ms Stranner is eligible to participate in Dianomi's occupational pension scheme, subject to the trust deed and rules of that scheme from time to time. Ms Stranner also participates, at Dianomi's expense, in life assurance and private medical insurance, subject to the applicable policy terms and underwriting criteria.

5.2 **Non-Executive Directors**

The Non-Executive Directors have entered into letters of appointment with Dianomi, as summarised below:

<i>Name</i>	<i>Date of contract</i>	<i>Unexpired term of directorship</i>	<i>Notice periods</i>	<i>Remuneration (salary and other benefits)</i>	<i>Compensation on early termination</i>
Michael Kelly	18 May 2021	Non-Executive Directors are subject to the requirement to retire from office once in every 3 years and to be re-elected at the AGM of Dianomi	3 months	£50,000	No entitlement to compensation upon termination, save for fees and expenses accrued to the date of termination
Paul David Gibson	9 November 2023	Non-Executive Directors are subject to the requirement to retire from office once in every 3 years and to be re-elected at the AGM of Dianomi	90 days	£50,000	No entitlement to compensation upon termination, save for fees and expenses accrued to the date of termination and any payment in lieu of 30 days' notice payable in the circumstances specified in the letter of appointment

<i>Name</i>	<i>Date of contract</i>	<i>Unexpired term of directorship</i>	<i>Notice periods</i>	<i>Remuneration (salary and other benefits)</i>	<i>Compensation on early termination</i>
Matthew Singh	18 May 2021	Non-Executive Directors are subject to the requirement to retire from office once in every 3 years and to be re-elected at the AGM of Dianomi	30 days	£50,000 ⁽¹⁾	No entitlement to compensation upon termination, save for reimbursement of expenses properly incurred prior to the date of termination

(1) The fee in respect of Matthew Singh's services as a Non-Executive Director was paid to BGF Investment Management Limited until April 2025 when Matthew Singh left the employment of BGF and was then paid directly.

The Non-Executive Directors are appointed for a fixed term of 3 years, which may be renewed by mutual agreement, subject to the requirement to retire from office once in every 3 years and to be re-elected at the AGM of Dianomi.

The Non-Executive Directors are also subject to customary confidentiality undertakings without limitation in time.

The Non-Executive Directors are not entitled to receive any compensation on termination of their appointment other than in respect of fees and expenses accrued to the termination date and are not entitled to participate in any share, bonus or pension schemes.

Dianomi has Directors' and Officers' indemnity insurance in place in respect of the Non-Executive Directors.

Other service contracts and letters of appointment

Save as disclosed above, there are no service contracts between any director or proposed director of Dianomi or any other member of the Dianomi Group.

Save as disclosed above, none of the service contracts or letters of appointment disclosed above have been entered into or amended within the six months preceding the date of this document.

Other service contracts

Save as disclosed above, there are no service contracts between any director of Dianomi, any director of the Dianomi Group or proposed director of the Dianomi Group and any member of Dianomi and save as disclosed above, no such contract has been entered into or amended within the six months preceding the date of this document.

6. Market quotations

The following table shows the Closing Price for Dianomi Shares for the first dealing day of each month from 1 April 2026 to 1 September 2026 (inclusive), for 17 September 2026 (being the last Business Day before the commencement of the Offer Period) and for 13 October 2026 (being the Last Practicable Date):

<i>Date (2026)</i>	<i>Dianomi Share price (p)</i>
1 April	13.5
1 May	18.0
1 June	21.5
1 July	21.5
3 August	26.0
1 September	26.0
17 September	38.0
13 October	64.5

7. Material contracts

7.1 *Dianomi material contracts*

Save for the offer-related arrangements described at paragraph 8 of this Part Eight (*Additional Information on Dianomi, Taboola and Bidco*) below and in paragraph 3 of Part Two (*Explanatory Statement*), no member of the Dianomi Group has, during the period beginning on 18 September 2024 and ending on the Last Practicable Date, entered into any material contract otherwise than in the ordinary course of business.

7.2 *Taboola Group material contracts*

Save as disclosed below and for the offer-related arrangements described at paragraph 8 of this Part Eight (*Additional Information on Dianomi, Taboola and Bidco*) below and in paragraph 3 of Part Two (*Explanatory Statement*), no member of the Taboola Group (including Bidco and Bidco's subsidiaries and subsidiary undertakings from time to time) has, during the period beginning on 18 September 2024 and ending on the Last Practicable Date, entered into any material contract otherwise than in the ordinary course of business.

The following contracts, not being contracts entered into in the ordinary course of business, have been entered into by Taboola or any other member of the Taboola Group (including Bidco and Bidco's subsidiaries and subsidiary undertakings from time to time) in the period beginning on 18 September 2024 and ending on the Last Practicable Date:

CCU Deed Poll

A summary of the terms of the CCU Deed Poll entered into by Bidco is set out at Part Six (Contingent Consideration Units and Loan Notes) of this document.

Pitango share repurchase agreement

On 10 November 2025, Taboola entered into a privately negotiated share repurchase agreement with certain funds affiliated with Pitango Venture Capital to repurchase 6,387,648 of Taboola's ordinary shares for consideration consisting of \$3.67 per share, or an aggregate of approximately \$23.4 million in cash. The repurchase was done under Taboola's existing repurchase authorisation. Nechemia J. Peres, who at the time was and is a Taboola Director, at the time was and is the Managing General Partner and Co-Founder of Pitango Venture Capital. The repurchase was approved by Taboola's audit committee and was consummated on 10 November 2025.

New revolving credit facility

On 18 March 2025 (the “**Closing Date**”), Taboola entered into a revolving credit facility (the “**Credit Agreement**”), among Taboola, its wholly-owned subsidiary Taboola, Inc., as borrower (the “**Borrower**”), the lenders party thereto and Bank of America, N.A., as administrative agent. The Credit Agreement provides for borrowings in an aggregate principal amount of up to \$270 million (the “**Revolving Facility**”, the loans thereunder, the “**Revolving Loans**” and the commitments thereunder, the “**Revolving Commitments**”). The proceeds of the Revolving Facility can be used to finance working capital needs and general corporate purposes.

The Revolving Facility replaced Taboola’s existing undrawn \$90 million revolving credit facility under Taboola’s credit agreement dated as of 1 September 2021, as amended by that incremental facility amendment no. 1, dated as of 9 August 2022 by and among Taboola, Taboola, Inc., as borrower, the lenders party thereto and JPMorgan Chase Bank, N.A., as administrative agent.

Borrowings under the Revolving Facility are subject to customary borrowing conditions and will bear interest at a variable annual rate based on term SOFR or base rate plus a fixed margin. Term SOFR is defined as the forward-looking SOFR term rate published by CME Group Benchmark Administration Limited subject to a floor of zero. Revolving Loans repaid may be reborrowed prior to maturity of the Revolving Facility pursuant to customary conditions and restrictions. The Revolving Facility will mature on the fifth anniversary of the Closing Date.

Subject to the following sentence, the Revolving Facility is voluntarily prepayable from time to time without premium or penalty. The Borrower shall pay a prepayment premium in connection with any repricing transaction consummated on or before the first anniversary of the Closing Date. The Revolving Facility is mandatorily prepayable at any time that the outstanding Revolving Loans exceeds the Revolving Commitments. The Revolving Facility is guaranteed by Taboola and its wholly-owned material subsidiaries, subject to certain exceptions set forth in the Credit Agreement (collectively, the “**Guarantors**”). The obligations of the Borrower and the Guarantors are secured by substantially all the assets of the Borrower and the Guarantors including stock of subsidiaries, subject to certain exceptions set forth in the Credit Agreement.

The Credit Agreement also contains customary representations, covenants and events of default as well as a financial covenant, which places a limit on Taboola’s allowable net leverage ratio. Failure to meet the covenants beyond applicable grace periods could result in acceleration of the Revolving Loans and/or termination of the Revolving Facility.

Yahoo share repurchase agreement and update

On 24 February 2025, Taboola and Yahoo, Inc. (“**Yahoo**”) entered into a share repurchase agreement (the “**Repurchase Agreement**”). In accordance with the Repurchase Agreement, Taboola may conduct weekly repurchases of Yahoo’s non-voting ordinary shares at a purchase price determined by a market based pricing formula as specified in the Repurchase Agreement. The maximum amount of non-voting ordinary shares that may be repurchased each week was 25 per cent. of the applicable allowable limit under Rule 10b-18 of the Securities Exchange Act of 1934. The Repurchase Agreement terminates upon the earlier of: (i) Taboola obtaining regulatory approval permitting Yahoo’s equity ownership in Taboola to exceed 25 per cent.; (ii) Taboola determining, as specified in the Repurchase Agreement, that no such approval is required; or (iii) 31 December 2025.

The parties corrected the Repurchase Agreement on 14 March 2025 to modify the number of shares Taboola may repurchase each week from 25 per cent. to up to one-third of the weekly applicable allowable limit under Rule 10b-18 of the Securities Exchange Act of 1934. The prior agreement limited the amount of shares Taboola could repurchase in the open market. The correction enabled Taboola to repurchase up to the maximum allowable Rule 10b-18 limit while keeping Yahoo’s ownership of Taboola’s outstanding shares from reaching 25 per cent. or more.

On 15 October 2025, the Repurchase Agreement terminated in accordance with its terms, following notice from Israeli counsel that approval from the Israeli Competition Authority was not required.

8. Offer-related arrangements

(a) *Confidentiality Agreement*

See paragraph 3 of Part Two (*Explanatory Statement*) of this document for details of the Confidentiality Agreement.

(b) *Standstill Agreement*

See paragraph 3 of Part Two (*Explanatory Statement*) of this document for details of the Standstill Agreement.

(c) *Clean Team Agreement*

See paragraph 3 of Part Two (*Explanatory Statement*) of this document for details of the Clean Team Agreement.

(d) *Co-operation Agreement*

See paragraph 3 of Part Two (*Explanatory Statement*) of this document for details of the Co-operation Agreement.

9. Irrevocable undertakings

9.1 *Dianomi Director irrevocable undertakings*

The following Dianomi Directors have given irrevocable undertakings to Taboola and Bidco to vote (or procure the voting, as applicable) in favour of the Scheme at the Scheme Court Meeting and the Resolution 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 relation to the following Dianomi Shares, in which they (or their spouses, civil partners and/or related trusts) are interested:

Name of Dianomi Director	Number of Dianomi Shares in respect of which undertaking is given	Percentage of Dianomi issued share capital (excluding Dianomi Shares held in treasury) at the Last Practicable Date (per cent.)
Rupert Hodson ⁽¹⁾	2,820,512	9.39
Michael Kelly ⁽²⁾	294,432	0.98
Charlotte Stranner	20,000	0.07
Total	3,134,944	10.44

(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.

Each of the irrevocable undertakings from the Dianomi Directors will lapse and cease to be binding if: (i) 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; (ii) 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 limb (ii) 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; (iii) any competing offer to acquire control (as defined in the Code) is declared unconditional or otherwise becomes effective; or (iv) 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. The undertakings of the Dianomi Directors are binding in the event that Bidco elects (with the consent of the Panel) to implement the Acquisition by way of a Takeover Offer rather than a Scheme (or vice versa).

9.2 ***Dianomi Shareholder irrevocable undertakings***

Each of the following Dianomi Shareholders has given irrevocable undertakings to Taboola and Bidco to vote (or procure the voting) in favour of the Scheme at the Scheme Court Meeting and the Resolution 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 relation to the following Dianomi Shares, in which they (or their spouses, civil partners and/or related trusts) are interested:

Dianomi Shareholder	Number of Dianomi Shares in respect of which undertaking is given	Percentage of Dianomi issued share capital (excluding Dianomi Shares held in treasury) at the Last Practicable Date (per cent.)
Scobie Dickinson Ward ⁽¹⁾	8,590,395	28.61
BGF Investments LP (acting by its manager BGF Investment Management Limited)	4,461,620	14.86
Raphael Queisser ⁽²⁾	3,632,134	12.10
Robert Cabell de Marcellus	2,789,572	9.29
Total	19,473,721	64.85

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

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

Each of the irrevocable undertakings from Scobie Dickinson Ward and the other Dianomi Shareholders listed above will lapse and cease to be binding if: (i) 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; (ii) 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 limb (ii) 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; (iii) any competing offer to acquire control (as defined in the Code) is declared unconditional or otherwise becomes effective; or (iv) 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 (in its capacity as Bidco's financial adviser)) an improvement of 15 per cent. or more on the Cash Consideration offered under the Acquisition; and (ii) the irrevocable undertaking from 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 per cent. higher than the aggregate consideration available under the Acquisition, taking into account the amount, timing, conditionality and likelihood of receipt of any contingent consideration.

The undertakings of each of the Dianomi Shareholders listed above are binding in the event that Bidco elects (with the consent of the Panel) to implement the Acquisition by way of a Takeover Offer rather than a Scheme (or vice versa).

TM Stonehenge Fleming AIM Fund holds a total of 1,722,698 Dianomi Shares amounting to 5.74 per cent. of Dianomi's issued share capital. TM Stonehenge Fleming AIM Fund has not given any irrevocable undertaking to Taboola and Bidco.

10. Offer-related fees and expenses

10.1 Wider Taboola Group fees and expenses

The aggregate fees and expenses expected to be incurred by the Wider Taboola Group in connection with the Acquisition (excluding any applicable VAT) are expected to be:

<i>Category</i>	<i>Amount (£)⁽¹⁾</i>
Financing arrangements ⁽²⁾	Nil
Financial and corporate broking advice ⁽³⁾	1,245,000
Legal advice ⁽⁴⁾	1,119,000
Accounting and tax advice	Nil
Public relations advice	Nil
Other professional services (including, for example, management consultants, actuaries and specialist valuers)	Nil
Other costs and expenses ⁽⁵⁾	54,000
Total	2,418,000

(1) Rounded to the nearest thousand. Amounts have been converted, to the extent applicable, from the US dollars amounts into Sterling at the exchange rate of US\$1.3248:£1 at the Last Practicable Date.

(2) The Cash Consideration payable to Scheme Shareholders pursuant to the Acquisition will be funded from existing cash resources of the Taboola Group so no financing fees or expenses are incurred by Taboola or Bidco.

(3) The total amount payable in respect of the aggregate fees and expenses for these services depends on whether the Acquisition becomes Effective. The total does not include disbursements.

(4) Certain of these services are provided by reference to hourly rates. Amounts included in the table above reflect the time incurred up to the Last Practicable Date and an estimate of further time required. The total does not include disbursements.

(5) Includes, among other things, document fees payable to the Panel.

10.2 Dianomi fees and expenses

The aggregate fees and expenses expected to be incurred by Dianomi in connection with the Acquisition (excluding any applicable VAT) are expected to be approximately:

<i>Category⁽¹⁾</i>	<i>Amount (£)</i>
Financial and corporate broking advice	400,000
Legal advice	402,500
Accounting and tax advice	10,000
Public relations advice	Nil
Other professional services (including, for example, management consultants, actuaries and specialist valuers)	30,000
Other costs and expenses	30,000
Total	872,500

(1) The total amount payable in respect of the aggregate fees and expenses for these services depends on whether the Acquisition becomes Effective and are subject to change.

11. Ratings

No ratings agency has publicly accorded Dianomi with any current credit rating or outlook.

No ratings agency has publicly accorded Taboola or Bidco with any current credit rating or outlook.

12. Cash confirmation

The Cash Consideration payable by Bidco under the terms of the Acquisition will be funded from existing cash resources of the Taboola Group. RBC, 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.

Neither RBC, financial adviser to Taboola and Bidco, nor Bidco has been required to confirm, and each of them 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.

13. Persons acting in concert

- 13.1 In addition to Taboola, Bidco, the Taboola Directors (together with their close relatives and related trusts), the Bidco Directors (together with their close relatives and related trusts), and the members of the Taboola Group (including Bidco's holding companies and its subsidiaries) the persons who, for the purposes of the Code, are acting in concert with Taboola and Bidco in respect of the Acquisition and who are required to be disclosed are:

<i>Name</i>	<i>Registered Office</i>	<i>Relationship with Taboola and Bidco</i>
RBC Europe Limited	100 Bishopsgate, London, United Kingdom, EC2N 4AA	Financial adviser

- 13.2 In addition to the Dianomi Directors, the persons who, for the purposes of the Code, are acting in concert with Dianomi in respect of the Acquisition and who are required to be disclosed are:

<i>Name</i>	<i>Registered Office</i>	<i>Relationship with Dianomi</i>
Panmure Liberum Limited	Ropemaker Place, 25 Ropemaker Street, London EC2Y 9LY	Nominated adviser, financial adviser, broker and Rule 3 adviser

14. No significant change

Save to the extent disclosed in this document, there has been no significant change in the financial or trading position of Dianomi since 30 June 2026, being the date to which the unaudited accounts of Dianomi for the financial half year ended 30 June 2026 were prepared.

15. Significant Taboola shareholders

As far as Taboola is aware, the table below represents information as at the Last Practicable Date, regarding each person or entity that beneficially owns 5 per cent. or more of Taboola's outstanding ordinary shares, as beneficial ownership is calculated under the SEC rules. The table below excludes Taboola's non-voting ordinary shares.

<i>Name of beneficial owner</i>	<i>Percentage of outstanding shares (per cent.)</i>
College Top Holdings, Inc. (held on behalf of Yahoo, Inc, its indirect wholly owned subsidiary)	16 ⁽¹⁾
Dan Tocatly	8
Adam Singolda	6

- (1) So far as Taboola is aware, College Top Holdings, Inc. also holds non-voting ordinary shares which, when included, take its ownership to approximately 21 per cent. of Taboola's outstanding ordinary shares.

16. Consent

- 16.1 Panmure Liberum has given and not withdrawn its written consent to the issue of this document with the inclusion of references to its name in the form and context in which they are included.
- 16.2 RBC has given and not withdrawn its written consent to the issue of this document with the inclusion of references to its name in the form and context in which they are included.

17. Documents published on a website

Copies of the following documents are available for view on Dianomi's website at <https://www.dianomi.com/for-investors/> and on Taboola's investor relations website at <https://investors.taboola.com/> (subject to any applicable restrictions relating to persons resident in Restricted Jurisdictions) up to and including the Effective Date or the date the Scheme lapses or is withdrawn, whichever is earlier:

- (A) this document;
- (B) the Forms of Proxy;
- (C) the CCU Deed Poll;
- (D) the Loan Note Instrument in the Agreed Form;
- (E) the Announcement;
- (F) the articles of association for each of Dianomi, Taboola and Bidco;
- (G) Dianomi's articles of association as proposed to be amended by the Resolution;
- (H) the financial information relating to Dianomi referred to in Part Five (*Financial information*) of this document;
- (I) the financial information relating to Taboola and Bidco referred to in Part Five (*Financial information*) of this document;
- (J) the irrevocable undertakings referred to in paragraph 9 above;
- (K) the Confidentiality Agreement;
- (L) the Standstill Agreement;
- (M) the Clean Team Agreement;
- (N) the Co-operation Agreement;
- (O) the Share Schemes Letters as referred to in paragraph 7 of Part Two (*Explanatory Statement*) of this document; and
- (P) the written consents referred to in paragraph 16 above.

Neither the contents of Dianomi's or Taboola's website nor those of any other website accessible from hyperlinks on Dianomi's or Taboola's website, are incorporated into or form part of this document.

18. Sources of information and bases of calculation

- 18.1 As at the Last Practicable Date, there were 30,027,971 Dianomi Shares in issue and no shares held in treasury.
- 18.2 Unless otherwise stated, financial information relating to Dianomi has been extracted or derived (without material adjustment) from the audited consolidated financial statements of Dianomi for the financial year ended 31 December 2025.
- 18.3 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.

- 18.4 Any references to the issued and to be issued ordinary share capital of Dianomi or fully diluted share capital will be 30,939,988 in total, which is based on the number of Dianomi Shares in issue as referred to in paragraph 18.1 above, together with 912,017 Dianomi Shares to be issued on exercise of certain outstanding options under the Dianomi Share Plans.
- 18.5 The value of the Acquisition is calculated based on the total issued and to be issued Dianomi Shares as set out in paragraph 18.4 above.
- 18.6 Unless otherwise stated, all prices, closing prices and volume average weighted share prices for Dianomi Shares are derived from Bloomberg.

PART NINE

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	the announcement made by Taboola, Bidco and Dianomi on the Announcement Date pursuant to Rule 2.7 of the Code;
Announcement Date	18 September 2026;
Assessment Process	as described in paragraph 8 of Part One (<i>Letter from the Chair of Dianomi plc</i>) of this document;
Bidco	Taboola Europe Limited, incorporated in England and Wales with registered number 08119591;
Bidco Directors	the directors of Bidco and “ Bidco Director ” means any of them;
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 document;
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 Part Three (<i>Conditions to the implementation of the Scheme and to the Acquisition</i>) of this document;
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 Part Three (<i>Conditions to the implementation of the Scheme and to the Acquisition</i>) of this document;
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), as amended from time to time) in respect of which Euroclear 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 Shareholders	holders of Dianomi Shares from time to time;
Dianomi Share Plans	the Dianomi plc Enterprise Management Incentive Plan together with the Dianomi plc Share Option Schedule for Consultants and Non-Qualifying Employees, the Dianomi plc Share Option Schedule for United States Taxpayers, and the modified form of option agreement for Australian taxpayers;

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;
Euroclear	Euroclear UK & International Limited, incorporated in England and Wales with registered number 02878738;
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 this document;
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 is set out in Part Eleven (<i>Notice of General Meeting of Dianomi plc</i>) of this document, to consider and if thought fit approve the Resolution;
Last Practicable Date	13 October 2026 (being the last Business Day before the date of this document);
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 8 of Part One (<i>Letter from the Chair of Dianomi plc</i>) of this document;
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 8 of Part One (<i>Letter from the Chair of Dianomi plc</i>) of this document;
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;
Meeting	the General Meeting or the Scheme Court Meeting (as applicable) and “ Meetings ” shall be construed accordingly;
Merger Notice	a notice to the CMA in the prescribed form as contemplated by section 96 of the Enterprise Act 2002;
Neville Registrars	Neville Registrars Limited, Dianomi’s registrar, whose registered office is at Neville House, Steelpark Road, Halesowen, B62 8HD;
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 the Announcement Date;
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 of Part Three (<i>Conditions to the implementation of the Scheme and to the Acquisition</i>) of this document;

RBC	RBC Europe Limited (trading as RBC Capital Markets), financial adviser to Taboola and Bidco;
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;
Registrar of Companies	the Registrar of Companies in England and Wales;
Regulatory Information Service	a Regulatory Information Service that is approved by the FCA and is on the list maintained by the FCA;
Resolution	the resolution 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, the full terms of which are set out in Part Four (<i>The Scheme of Arrangement</i>) of this document, with or subject

	to any modification, addition or condition approved or imposed by the Court and agreed to by Dianomi and Bidco;
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	6.00 p.m. on the Business Day immediately prior to the Effective Date, or such later time and date as Bidco and Dianomi may agree and that (if so required) the Court may allow;
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 this document; (ii) (if any) issued after the date of this document 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	6.00 p.m. on 4 November 2026 or, if the Scheme Court Meeting or General Meeting is adjourned, 6.00 p.m. on the day which is two Business Days before the date of such adjourned Meeting;
SEC	the US Securities and Exchange Commission;
Share Schemes Letters	has the meaning given to it in paragraph 7 of Part Two (<i>Explanatory Statement</i>) of this document;
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 per cent. 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 Directors	the directors of Taboola and “ Taboola Director ” means any of them;
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 document 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 document are references to the time in London.

All references to legislation in this document 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 document “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 “per cent.” are to per cent.

PART TEN

NOTICE OF SCHEME COURT MEETING

NOTICE OF COURT MEETING

No. CR-2026-007439

IN THE HIGH COURT OF JUSTICE

BUSINESS AND PROPERTY COURTS OF ENGLAND AND WALES

COMPANIES COURT (ChD)

REGISTRAR ICC JUDGE BARBER

IN THE MATTER OF DIANOMI PLC

AND

IN THE MATTER OF THE COMPANIES ACT 2006

NOTICE IS HEREBY GIVEN that by an Order dated 13 October 2026 made in the above matters the Court has directed a meeting to be convened of the holders of Scheme Shares (as defined in the Scheme of Arrangement referred to below) for the purpose of considering and, if thought fit, approving (with or without modification) a scheme of arrangement proposed to be made between Dianomi plc (the “**Company**”) and the holders of the Scheme Shares (the “**Scheme of Arrangement**”) and that such meeting will be held at the Company’s offices at Thomas House, 84 Eccleston Square, London SW1V 1PX on 6 November 2026 at 2.00 p.m., at which place and time all holders of Scheme Shares are requested to attend.

At the meeting, the following resolution will be proposed:

“That the scheme of arrangement dated 14 October 2026, between the Company and the Scheme Shareholders (as defined in the scheme of arrangement), a print of which has been produced to this meeting and, for the purposes of identification, signed by the Chair hereof, in its original form or with or subject to any modification, addition or condition which may be agreed in writing by the Company and Bidco and approved or imposed by the Court, be approved and the directors of the Company be authorised to take all such actions as they consider necessary or appropriate for carrying the scheme of arrangement into effect.”

Voting on the resolution to approve the scheme of arrangement will be by poll, which shall be conducted as the Chair may determine. A copy of the Scheme of Arrangement and a copy of the explanatory statement required to be furnished pursuant to section 897 of the Companies Act 2006 are incorporated in the document of which this notice forms part.

Holders of Scheme Shares entitled to attend and vote at the meeting may vote in person at the said meeting or they may appoint another person, whether a member of the Company or not, as their proxy to attend and vote in their stead. A blue proxy form for use at the said meeting is enclosed with this notice. Completion and return of the blue proxy form will not prevent a holder of Scheme Shares attending and voting at the said meeting, or any adjournment thereof, in person if he or she wishes to do so. Holders of Scheme Shares are entitled to appoint more than one proxy and are encouraged to appoint the Chair of the meeting as their proxy to exercise all or part of their rights to vote on their behalf at the meeting.

It is requested that the blue proxy form (together with any power of attorney or other authority under which it is signed, or a notarially certified copy of such power of authority) be lodged with the Company’s registrars, Neville Registrars Limited, at Neville House, Steelpark Road, Halesowen, B62 8HD, not less than 48 hours (excluding any part of a day that is not a Business Day) before the time appointed for the said meeting but, if forms are not so lodged, they may be handed to the Chair of the meeting or a

representative of Neville Registrars Limited, on behalf of the Chair of the meeting, before the start of the meeting.

In the case of joint holders of Scheme Shares, the vote of the senior who tenders a vote, whether in person or by proxy, will be accepted to the exclusion of the vote(s) of the other joint holder(s) and, for this purpose, seniority will be determined by the order in which the names stand in the register of members of the Company in respect of the joint holding.

Entitlement to attend and vote at the meeting or any adjournment thereof and the number of votes which may be cast thereat will be determined by reference to the register of members of the Company at 6.00 p.m. on the day which is two days (excluding any part of a day that is not a Business Day) before the date of the meeting or adjourned meeting (as the case may be). In each case, changes to the register of members of the Company after such time shall be disregarded.

By the said Order, the Court has appointed Rupert Hodson or failing him, Charlotte Stranner or, failing her, any other director of the Company to act as Chair of the said meeting and has directed the Chair to report the result thereof to the Court.

The Scheme of Arrangement will be subject to the subsequent sanction of the Court.

Dated: 14 October 2026

K&L Gates LLP
One New Change
London
EC4M 9AF

Solicitors for the Company

Notes:

1. Only those members registered in the register of members of the Company at 6.00 p.m. on 4 November 2026 shall be entitled to attend and vote at the meeting in respect of the number of shares registered in their name at that time. If the meeting is adjourned, the time by which a person must be entered in the register of members of the Company in order to have the right to attend and vote at the meeting is 6.00 p.m. on the day that is two days (excluding any part of a day that is not a Business Day) prior to the day of the adjourned meeting. Changes to the register of members after the relevant deadline will be disregarded in determining the rights of any person to attend and vote at the meeting.
2. A member entitled to attend and vote at the meeting is entitled to appoint a proxy to exercise all or any of the rights of the member to attend and to speak and vote on his or her behalf at the meeting. A proxy need not be a member of the Company. A blue proxy form which may be used to make such appointment and give proxy instructions accompanies this notice. A proxy may only be appointed using the procedures set out in these notes and the notes to the blue proxy form. The completion and return of a blue proxy form will not prevent a member who wishes to do so from attending and voting at the meeting in person. If you attend the meeting in person, your proxy appointment will automatically be terminated. If your vote in person is in respect of your entire holding then all of your proxy votes will be disregarded. If, however, you vote at the meeting in respect of less than your entire holding, and you indicate on your polling card that all proxies are to be disregarded, that shall be the case; but if you do not specifically revoke proxies, then your vote in person will be treated in the same way as if it were the last received proxy and earlier proxies will only be disregarded to the extent that to count them would result in the number of votes being cast exceeding your entire holding.
3. A member may appoint more than one proxy in relation to the meeting provided that each proxy is appointed to exercise the rights attached to a different share or shares held by that member. Each proxy must be appointed on a separate blue proxy form. Additional blue proxy forms may be obtained by contacting the Company's registrars, 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). Alternatively, members may photocopy the accompanying blue proxy form the required number of times before completing it. A member appointing more than one proxy must indicate on the relevant blue proxy forms the number of shares in respect of which each proxy is appointed. In each case, please ensure that all of the multiple proxy forms in respect of one registered holding are sent in the same envelope if possible.
4. Your proxy could be the Chair, another director of the Company or another person who has agreed to attend to represent you. Your proxy will vote as you instruct and must attend the meeting for your vote to be counted. Details of how to appoint the Chair or another person as your proxy using the blue proxy form are set out in the notes to the blue proxy form. Shareholders are encouraged to appoint the Chair of the meeting as their proxy to exercise all or part of their rights to vote on their behalf at the meeting.
5. To be valid, the completed blue proxy form (together with any power of attorney or other authority under which it is signed, or a duly certified copy of such power or authority) must be either: (i) received by Neville Registrars Limited at Neville House, Steelpark Road, Halesowen, B62 8HD not less than 48 hours (excluding any part of a day that is not a Business Day) before the time of the meeting (in other words, by no later than 2.00 p.m. on 4 November 2026); or (ii) handed to representatives of Neville Registrars Limited or the Chair of the meeting before the start of the meeting.
6. As an alternative to completing a blue proxy form, you may appoint your proxy for the Court Meeting and any adjournment(s) thereof electronically at www.sharegateway.co.uk. Scheme Shareholders will need to use their personal proxy registration code which is printed on their proxy form to facilitate this. For an electronic proxy to be valid, your appointment must be received by Neville Registrars Limited no later than 48 hours (excluding any part of a day that is not a Business Day) before the time and date set for the meeting. Please note that any electronic communication sent by a shareholder that is found to contain a computer virus will not be accepted.
7. To change your proxy instructions, you may return a new proxy appointment using the methods set out in note 5 or 6 above. Where you have appointed a proxy using the hard copy blue proxy form and would like to change the instructions using another hard copy blue proxy form, please contact the Company's registrars, Neville Registrars Limited. The deadline for receipt of proxy appointments (see above) also applies in relation to amended instructions. Any attempt to terminate or amend a proxy appointment received after the relevant deadline will be disregarded. Where two or more valid separate appointments of proxy are received in respect of the same share in respect of the same meeting, the one which is last sent shall be treated as replacing and revoking the other or others.
8. Subject to the following principles where more than one proxy is appointed, where a blue proxy form does not state the number of shares to which it applies (a "**blank proxy**") then that proxy is taken to have been appointed in relation to the total number of shares registered in the holder's name (the "**member's entire holding**"). In the event of a conflict between a blank proxy and a blue proxy form which states the number of shares to which it applies (a "**specific proxy**"), the specific proxy shall be counted first, regardless of the time it was sent or received (on the basis that, as far as possible, the conflicting proxy forms should be judged to be in respect of different shares) and remaining shares will be apportioned to the blank proxy (pro rata if there is more than one).
9. Where there is more than one proxy appointed and the total number of shares in respect of which proxies are appointed is no greater than your entire holding, it is assumed that proxies are appointed in relation to different shares, rather than that conflicting appointments have been made in relation to the same shares.
10. When considering conflicting proxies, later proxies will prevail over earlier proxies, and which proxy is later will be determined on the basis of which proxy is last sent (or, if the Company is unable to determine which is last sent, last received). Proxy forms in the same envelope will be treated as sent and received at the same time, to minimise the number of conflicting proxies. If conflicting proxies are sent or received at the same time in respect of (or deemed to be in respect of) your entire holding, none of them shall be treated as valid.

11. Where the aggregate number of shares in respect of which proxies are appointed exceeds your entire holding and it is not possible to determine the order in which they were sent or received (or they were all sent or received at the same time), the number of votes attributed to each proxy will be reduced pro rata (on the basis that, as far as possible, conflicting proxy forms should be judged to be in respect of different shares). Where the application of this note gives rise to fractions of shares, such fractions will be rounded down.
12. Appointment of proxies via CREST:
 - (a) CREST members who wish to appoint a proxy or proxies through the CREST electronic proxy appointment service may do so for the meeting and any adjournment(s) thereof by using the procedures described in the CREST Manual. CREST personal members or other CREST sponsored members and those CREST members who have appointed a voting service provider should refer to their CREST sponsor or voting service provider who will be able to take the appropriate action on their behalf.
 - (b) In order for a proxy appointment or instruction made using the CREST service to be valid, the appropriate CREST message (a "CREST Proxy Instruction") must be properly authenticated in accordance with Euroclear UK & International's specifications and must contain the information required for such instructions, as described in the CREST Manual. The message, regardless of whether it relates to the appointment of a proxy, the revocation of a proxy appointment or an amendment to the instruction given to a previously appointed proxy, must, in order to be valid, be transmitted so as to be received by the Company's agent, Neville Registrars Limited (participant ID 7RA11), by the latest time(s) for receipt of proxy appointments specified in this notice of meeting. For this purpose, the time of receipt will be taken to be the time (as determined by the timestamp applied to the message by the CREST Applications Host) from which the issuer's agent is able to retrieve the message by enquiry to CREST in the manner prescribed by CREST. After this time, any change of instructions to a proxy appointed through CREST should be communicated to the appointee by other means.
 - (c) CREST members and, where applicable, their CREST sponsors or voting service providers should note that Euroclear UK & International does not make available special procedures in CREST for any particular messages. Normal system timings and limitations will therefore apply in relation to the input of CREST Proxy Instructions. It is the responsibility of the CREST member concerned to take (or, if the CREST member is a CREST personal member or sponsored member or has appointed a voting service provider, to procure that his or her CREST sponsor or voting service provider take) such action as shall be necessary to ensure that a message is transmitted by means of the CREST system by any particular time. In this connection, CREST members and, where applicable, their CREST sponsors or voting service providers are referred, in particular, to those sections of the CREST Manual concerning practical limitations of the CREST system and timings.
 - (d) The Company may treat as invalid a CREST Proxy Instruction in the circumstances set out in Regulation 35(5)(a) of the Uncertificated Securities Regulations 2001 (SI 2001/3755), as amended from time to time.
13. A shareholder which is a company (a corporation) and which wishes to be represented at the meeting by a person with authority to speak, vote on a show of hands and vote on a poll (a "corporate representative") must appoint such a person by resolution of its directors. A corporate representative has the same powers on behalf of the corporation he/she represents as that corporation could exercise if it were an individual member of the Company.
14. In the case of joint holders, where more than one of the joint holders purports to appoint a proxy, only the appointment submitted by the most senior holder will be accepted. Seniority is determined by the order in which the names of the joint holders appear in the Company's register of members in respect of the joint holding (the first-named being the most senior).
15. As at 13 October 2026 (being the latest practicable date prior to the publication of this notice), the Company's issued share capital consisted of 30,027,971 ordinary shares, carrying one vote each. The Company does not hold any ordinary shares in treasury. Therefore, the total number of voting rights in the Company as at 13 October 2026 was 30,027,971.
16. You may not use any electronic address provided in this notice of meeting or any related documents (including the blue proxy form) to communicate with the Company for any purposes other than those expressly stated.
17. Any member attending the meeting has the right to ask questions. The Company must cause to be answered any such question relating to the business being dealt with at the meeting, but no such answer need be given if:
 - (a) to do so would interfere unduly with the preparation for the meeting or involve the disclosure of confidential information;
 - (b) the answer has already been given on the Company's website in the form of an answer to a question; or
 - (c) it is undesirable in the interests of the Company or the good order of the meeting that the question be answered.
18. Voting on the resolution at this meeting will be conducted on a poll rather than a show of hands.
19. If you are in any doubt about completing the blue proxy form, please telephone 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). Calls to this number from persons who are not resident in the UK are charged at the applicable international rate. Calls from a mobile device may incur network extras. The helpline is open between 9.00 a.m. and 5.00 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 nor provide any advice on the merits of the Scheme and calls may be recorded and randomly monitored for security and training purposes.

PART ELEVEN

NOTICE OF GENERAL MEETING OF DIANOMI PLC

DIANOMI PLC

(registered in England and Wales with company number 04513809)

NOTICE OF GENERAL MEETING

NOTICE IS HEREBY GIVEN that a general meeting of Dianomi plc (the “**Company**”) will be held at the Company’s offices at Thomas House, 84 Eccleston Square, London SW1V 1PX on 6 November 2026 at 2.15 p.m. (or as soon thereafter as the Court Meeting has concluded or been adjourned) to consider and, if thought fit, to pass the following resolution, which will be proposed as a special resolution (terms defined in the document of which this notice forms part shall have the same meaning in this notice unless otherwise expressly defined):

SPECIAL RESOLUTION

THAT:

- A. For the purpose of giving effect to the scheme of arrangement dated 14 October 2026 (the “**Scheme**”) between the Company and the holders of Scheme Shares, a print of which has been produced to this meeting and for the purposes of identification signed by the Chair of the Company, in its original form or subject to any modification, addition or condition agreed in writing by the Company and Bidco and approved or imposed by the Court, the directors of the Company (or a duly authorised committee of the directors) be authorised to take all such action as they may consider necessary or appropriate for carrying the Scheme into effect;
- B. With effect from the passing of this resolution, the articles of association of the Company be amended by the adoption and inclusion of the following new article 153:

“SCHEME OF ARRANGEMENT

153. *Scheme of Arrangement*

153.1 *In this Article 153, references to “**Scheme**” are to the scheme of arrangement dated 14 October 2026 between the Company and the holders of Scheme Shares under Part 26 of the Companies Act 2006 in its original form or with or subject to any modification, addition or condition agreed by the Company and Bidco approved or imposed by the Court in accordance with its terms. Expressions defined in the Scheme shall have the same meanings in this Article 153 (save as expressly defined in this Article 153).*

153.2 *Notwithstanding any other provision of these Articles or the terms of any resolutions whether ordinary or special passed by the Company in general meeting, if the Company issues or transfers out of treasury any shares (other than to Bidco, or its nominee(s)) at or after the Scheme Voting Record Time and prior to the Scheme Record Time, such shares shall be issued or transferred from treasury subject to the terms of the Scheme (and shall be Scheme Shares for the purposes thereof) and the original or subsequent holders of such shares shall be bound by the Scheme accordingly.*

153.3 *Subject to the Scheme becoming Effective and notwithstanding any other provisions of these Articles or the terms of any resolutions whether ordinary or special passed by the Company in general meeting, if any shares are issued, transferred out of treasury or otherwise transferred to any person or his or her nominee (other than under the Scheme to Bidco or its nominee(s)) (a “**New Member**”) or otherwise come into existence as a result of a redesignation (other than under the Scheme to Bidco or its nominee(s)) at or after the Scheme Record Time (the “**Post-Scheme Shares**”) such Post-Scheme Shares shall be immediately transferred free from Encumbrances to Bidco (or as Bidco may direct in writing) (the “**Purchaser**”) who shall be obliged to acquire all Post-Scheme Shares in consideration for, and conditional on, the payment by or on behalf of Bidco to the New Member of an amount in cash and/or, as applicable, Contingent Consideration Units or Loan Notes (or, at the Purchaser’s discretion, the cash equivalent of such Contingent*

Consideration Units or Loan Notes) for each Post-Scheme Share equal to the consideration that the New Member would have been entitled to under the Scheme for those Post-Scheme Shares had they been Scheme Shares. For these purposes “Encumbrances” means all liens, equities, charges, encumbrances, options, rights of pre-emption and any other third party rights and interests of any nature whatsoever.

- 153.4 *On any reorganisation of, or material alteration to, the share capital of the Company (including, without limitation, any subdivision and/or consolidation) effected after the close of business on the Effective Date, the value of the consideration per Post-Scheme Share to be paid to a New Member pursuant to Article 153.3 above may be adjusted by the Directors, in such manner as the auditors of the Company or an independent investment bank selected by the Company may determine. References in this Article 153 to shares shall, following such adjustment, be construed accordingly.*
- 153.5 *To give effect to any transfer of Post-Scheme Shares required by this Article 153, the Company may appoint any person as attorney and/or agent for the New Member (or any subsequent holder or nominee of such New Member or any such subsequent holder) to transfer the Post-Scheme Shares to the Purchaser and do all such other things and execute and deliver all such documents and/or deeds as may in the opinion of the attorney and/or agent be necessary or desirable to vest the Post-Scheme Shares in the Purchaser and pending such vesting to exercise all such rights attaching to the Post-Scheme Shares as Bidco may direct. If an attorney and/or agent is so appointed, the New Member (or any subsequent holder or any nominee of such New Member or any such subsequent holder) shall not thereafter (except to the extent that the attorney and/or agent fails to act in accordance with the directions of Bidco) be entitled to exercise any rights attaching to the Post-Scheme Shares unless so agreed in writing by Bidco. The attorney and/or agent shall be empowered to execute and deliver as transferor a form or forms of transfer or other instrument(s) of transfer on behalf of the New Member (or any subsequent holder or any nominee of such New Member or any such subsequent holder) in favour of the Purchaser and the Company may give a good receipt for the consideration for the Post-Scheme Shares and may register the Purchaser as holder thereof and issue to it certificates for the same. The Company shall not be obliged to issue a certificate to the New Member (or any subsequent holder or any nominee of such New Member or any such subsequent holder) for the Post-Scheme Shares.*
- 153.6 *The Purchaser shall settle or procure the settlement of the cash consideration due under Article 153.3 by sending a cheque drawn on a UK clearing bank in favour of the New Member within 14 days after the transfer of the Post-Scheme Shares to the Purchaser. The payment of such consideration shall constitute a complete discharge to Bidco, the Purchaser and the Company in respect of their obligations to pay such cash consideration.*
- 153.7 *Notwithstanding any other provision of these Articles, neither the Company nor the Directors shall register the transfer of any Scheme Shares effected between the Scheme Record Time and the Effective Date other than to Bidco or its nominee(s) pursuant to the Scheme.*
- 153.8 *If the Scheme shall not have become effective by the date referred to in clause 8.2 of the Scheme (or such later date, if any, as Bidco and the Company may agree and the Court and the Panel may allow, if such consent is required), this Article 153 shall be of no effect.”; and*

C. Subject to and conditional on the Scheme becoming Effective:

- i. pursuant to the provisions of section 97 of the Companies Act 2006, the Company be re-registered as a private limited company under the name of “Dianomi Limited”; and

- ii. the articles of association of the Company be amended as follows: (a) references to “Dianomi plc” as the name of the Company be amended to “Dianomi Limited”; (b) any statement that the Company is a public company limited by shares be amended to state that the Company is a private company limited by shares; and (c) the definition of “Company” in Article 2.1 be deleted in its entirety and replaced with “**Company**” means *Dianomi Limited, a private limited company incorporated and registered in England and Wales with registered number 04513809*”,

each with effect from the date that the re-registration of the Company is approved by the Registrar of Companies.

By order of the Board

Ben Harber
Company Secretary
14 October 2026

Registered Office:

C/O Arch Law Floor 2, 8 Bishopsgate,
London, United Kingdom, EC2N 4BQ

Notes:

1. Only those members registered in the register of members of the Company at 6.00 p.m. on 4 November 2026 shall be entitled to attend and vote at the meeting in respect of the number of shares registered in their name at that time. If the meeting is adjourned, the time by which a person must be entered in the register of members of the Company in order to have the right to attend and vote at the meeting is 6.00 p.m. on the day that is two Business Days prior to the day of the adjourned meeting. Changes to the register of members after the relevant deadline will be disregarded in determining the rights of any person to attend and vote at the meeting.
2. A member entitled to attend and vote at the meeting is entitled to appoint a proxy to exercise all or any of the rights of the member to attend and to speak and vote on his or her behalf at the meeting. A proxy need not be a member of the Company. A white proxy form which may be used to make such appointment and give proxy instructions accompanies this notice. A proxy may only be appointed using the procedures set out in these notes and the notes to the white proxy form. The completion and return of a white proxy form will not prevent a member who wishes to do so from attending and voting at the meeting in person. If you attend the meeting in person, your proxy appointment will automatically be terminated. If your vote in person is in respect of your entire holding then all of your proxy votes will be disregarded. If, however, you vote at the meeting in respect of less than your entire holding, and you indicate on your polling card that all proxies are to be disregarded, that shall be the case; but if you do not specifically revoke proxies, then your vote in person will be treated in the same way as if it were the last received proxy and earlier proxies will only be disregarded to the extent that to count them would result in the number of votes being cast exceeding your entire holding.
3. A member may appoint more than one proxy in relation to the meeting provided that each proxy is appointed to exercise the rights attached to a different share or shares held by that member. Each proxy must be appointed on a separate white proxy form. Additional white proxy forms may be obtained by contacting the Company's registrars, 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). Alternatively, members may photocopy the accompanying white proxy form the required number of times before completing it. A member appointing more than one proxy must indicate on the relevant white proxy forms the number of shares in respect of which each proxy is appointed. In each case, please ensure that all of the multiple proxy forms in respect of one registered holding are sent in the same envelope if possible.
4. Your proxy could be the Chair, another director of the Company or another person who has agreed to attend to represent you. Your proxy will vote as you instruct and must attend the meeting for your vote to be counted. Details of how to appoint the Chair or another person as your proxy using the white proxy form are set out in the notes to the white proxy form. Shareholders are encouraged to appoint the Chair of the meeting as their proxy to exercise all or part of their rights to vote on their behalf at the meeting.
5. To be valid, a completed white proxy form and any power of attorney or other authority (if any) under which it is signed (or a duly certified copy of such power or authority) must be received not less than 48 hours before the time fixed for the meeting (excluding any part of a day that is not a Business Day) by one of the following methods:
 - (a) in hard copy form by post, by courier or (during normal business hours only) by hand at the Company's registrars, Neville Registrars Limited, at Neville House, Steelpark Road, Halesowen, B62 8HD;
 - (b) electronically at www.sharegateway.co.uk, shareholders will need to use their personal proxy registration code which is printed on their Proxy form to facilitate this; or
 - (c) in the case of CREST members, by utilising the CREST electronic proxy appointment service in accordance with the procedures set out below.Please note that any electronic communication sent to our registrars in respect of the appointment of a proxy that is found to contain a computer virus will not be accepted.
6. To change your proxy instructions, you may return a new proxy appointment using the methods set out in note 5 above. Where you have appointed a proxy using the hard copy white proxy form and would like to change the instructions using another hard copy white proxy form, please contact the Company's registrars, Neville Registrars Limited. The deadline for receipt of proxy appointments (see above) also applies in relation to amended instructions. Any attempt to terminate or amend a proxy appointment received after the relevant deadline will be disregarded. Where two or more valid separate appointments of proxy are received in respect of the same share in respect of the same meeting, the one which is last sent shall be treated as replacing and revoking the other or others.
7. Subject to the following principles where more than one proxy is appointed, where a white proxy form does not state the number of shares to which it applies (a "**blank proxy**") then that proxy is taken to have been appointed in relation to the total number of shares registered in the holder's name (the "**member's entire holding**"). In the event of a conflict between a blank proxy and a white proxy form which states the number of shares to which it applies (a "**specific proxy**"), the specific proxy shall be counted first, regardless of the time it was sent or received (on the basis that, as far as possible, the conflicting proxy forms should be judged to be in respect of different shares) and remaining shares will be apportioned to the blank proxy (pro rata if there is more than one).
8. Where there is more than one proxy appointed and the total number of shares in respect of which proxies are appointed is no greater than your entire holding, it is assumed that proxies are appointed in relation to different shares, rather than that conflicting appointments have been made in relation to the same shares.
9. When considering conflicting proxies, later proxies will prevail over earlier proxies, and which proxy is later will be determined on the basis of which proxy is last sent (or, if the Company is unable to determine which is last sent, last received). Proxy forms in the same envelope will be treated as sent and received at the same time, to minimise the number of conflicting proxies. If conflicting proxies are sent or received at the same time in respect of (or deemed to be in respect of) your entire holding, none of them shall be treated as valid.

10. Where the aggregate number of shares in respect of which proxies are appointed exceeds your entire holding and it is not possible to determine the order in which they were sent or received (or they were all sent or received at the same time), the number of votes attributed to each proxy will be reduced pro rata (on the basis that, as far as possible, conflicting proxy forms should be judged to be in respect of different shares). Where the application of this note gives rise to fractions of shares, such fractions will be rounded down.
11. Appointment of proxies via CREST:
 - (a) CREST members who wish to appoint a proxy or proxies through the CREST electronic proxy appointment service may do so for the meeting and any adjournment(s) thereof by using the procedures described in the CREST Manual. CREST personal members or other CREST sponsored members and those CREST members who have appointed a voting service provider should refer to their CREST sponsor or voting service provider who will be able to take the appropriate action on their behalf.
 - (b) In order for a proxy appointment or instruction made using the CREST service to be valid, the appropriate CREST message (a "CREST Proxy Instruction") must be properly authenticated in accordance with Euroclear UK & International's specifications and must contain the information required for such instructions, as described in the CREST Manual. The message, regardless of whether it relates to the appointment of a proxy, the revocation of a proxy appointment or an amendment to the instruction given to a previously appointed proxy, must, in order to be valid, be transmitted so as to be received by the Company's registrar, Neville Registrars (participant ID 7RA11) by the latest time(s) for receipt of proxy appointments specified in this notice of meeting. For this purpose, the time of receipt will be taken to be the time (as determined by the timestamp applied to the message by the CREST Applications Host) from which Neville Registrars is able to retrieve the message by enquiry to CREST in the manner prescribed by CREST. After this time, any change of instructions to a proxy appointed through CREST should be communicated to the appointee by other means.
 - (c) CREST members and, where applicable, their CREST sponsors or voting service providers should note that Euroclear UK & International does not make available special procedures in CREST for any particular messages. Normal system timings and limitations will therefore apply in relation to the input of CREST Proxy Instructions. It is the responsibility of the CREST member concerned to take (or, if the CREST member is a CREST personal member or sponsored member or has appointed a voting service provider, to procure that his or her CREST sponsor or voting service provider take) such action as shall be necessary to ensure that a message is transmitted by means of the CREST system by any particular time. In this connection, CREST members and, where applicable, their CREST sponsors or voting service providers are referred, in particular, to those sections of the CREST Manual concerning practical limitations of the CREST system and timings.
 - (d) The Company may treat as invalid a CREST Proxy Instruction in the circumstances set out in Regulation 35(5)(a) of the Uncertificated Securities Regulations 2001 (SI 2001/3755), as amended from time to time.
12. A shareholder which is a company (a corporation) and which wishes to be represented at the meeting by a person with authority to speak, vote on a show of hands and vote on a poll (a "corporate representative") must appoint such a person by resolution of its directors. A corporate representative has the same powers on behalf of the corporation he or she represents as that corporation could exercise if it were an individual member of the Company.
13. In the case of joint holders, where more than one of the joint holders purports to appoint a proxy, only the appointment submitted by the most senior holder will be accepted. Seniority is determined by the order in which the names of the joint holders appear in the Company's register of members in respect of the joint holding (the first-named being the most senior).
14. As at 13 October 2026 (being the latest practicable date prior to the publication of this notice), the Company's issued share capital consisted of 30,027,971 ordinary shares, carrying one vote each. The Company does not hold any ordinary shares in treasury. Therefore, the total number of voting rights in the Company as at 13 October 2026 was 30,027,971.
15. You may not use any electronic address provided in this notice of meeting or any related documents (including the white proxy form) to communicate with the Company for any purposes other than those expressly stated.
16. Any member attending the meeting has the right to ask questions. The Company must cause to be answered any such question relating to the business being dealt with at the meeting, but no such answer need be given if:
 - (a) to do so would interfere unduly with the preparation for the meeting or involve the disclosure of confidential information;
 - (b) the answer has already been given on the Company's website in the form of an answer to a question; or
 - (c) it is undesirable in the interests of the Company or the good order of the meeting that the question be answered.
17. Voting on the resolution at this meeting will be conducted on a poll rather than a show of hands.
18. If you are in any doubt about completing the white proxy form, please telephone 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). Calls from outside of the United Kingdom will be charged at the applicable international rate. The helpline is open between 9.00 a.m. and 5.00 p.m., Monday to Friday excluding public holidays in England and Wales. Different charges may apply to calls from mobile telephones. Calls may be recorded and randomly monitored for security and training purposes. Please note that Neville Registrars cannot provide any financial, legal or tax advice nor provide any advice on the merits of the Scheme.

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