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THIS LETTER SHOULD BE READ IN CONJUNCTION WITH THE SCHEME DOCUMENT AND THE ACCOMPANYING FORM OF INSTRUCTION.

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Registered in England & Wales
with company number 08119591

Dianomi plc
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Registered in England & Wales
with company number 04513809

14 October 2026

*To each holder of an option ("**Option**") granted pursuant to an option agreement ("**Option Agreement**") under the Dianomi plc Enterprise Management Incentive Plan 2021 ("**EMI Plan**")*

Dear Option Holder,

Recommended acquisition of Dianomi plc ("Dianomi**") by Taboola Europe Limited: impact on your Option**

1. Introduction

On 18 September 2026, the boards of Taboola.com Ltd ("**Taboola**") and Dianomi announced that they had reached agreement on the terms of a recommended acquisition pursuant to which Taboola Europe Limited, a wholly-owned subsidiary of Taboola ("**Bidco**"), will acquire the entire issued and to be issued ordinary share capital of Dianomi ("**Acquisition**"). The Acquisition is to be effected by means of a Court-sanctioned scheme of arrangement between Dianomi and the Scheme Shareholders under Part 26 of the Companies Act 2006.

Full details of the Acquisition are contained in the circular to Dianomi Shareholders dated 14 October 2026 containing, among other things, the scheme of arrangement ("**Scheme Document**"), which is available to view and download (subject to certain restrictions relating to persons resident in Restricted Jurisdictions), free of charge, on Dianomi's website (<https://www.dianomi.com/for-investors>) and on

Taboola's investor website (<https://investors.taboola.com/>). You will also find a copy of this letter and the Form of Instruction on those websites.

This letter tells you about the impact of the Acquisition on the Option that you hold under the EMI Plan and the decisions available to you. This letter must be read in conjunction with the Scheme Document, which contains full details of the Acquisition.

Please read this letter, its appendices, the Form of Instruction and the Scheme Document carefully in their entirety. Their contents are very important. This letter describes legal processes and therefore is unavoidably 'technical' in nature.

You will find a list of definitions in Appendix 3, which explains the key defined terms used in this letter (any capitalised terms not defined in Appendix 3 have the meaning given to them in the Scheme Document).

2. Details of the Acquisition

It is proposed that the Acquisition be implemented by way of a Court-sanctioned scheme of arrangement, although Bidco reserves the right, subject to the consent of the Panel and the terms of the Co-operation Agreement, to effect the Acquisition by way of a Takeover Offer. Under the terms of the Scheme, Scheme Shareholders will be entitled to receive for each Scheme Share held at the Scheme Record Time:

- 64 pence in cash (the Cash Consideration); and
- one Contingent Consideration Unit (CCU) which may deliver up to 24 pence in cash per Dianomi Share (together with the Cash Consideration, the Maximum Consideration).

The Cash Consideration values the entire issued and to be issued share capital of Dianomi at approximately £20 million on a fully diluted basis, and the Maximum Consideration values that share capital at up to approximately £27 million on a fully diluted basis. The Cash Consideration represents a premium of approximately 68 per cent. to the Closing Price of 38.0 pence per Dianomi Share on the Last Practicable Date.

The CCUs are complex instruments and a number of factors will determine whether any amount will actually be paid to holders of CCUs on the redemption of the Loan Notes. The Loan Note Principal Value may be zero and is capped at a maximum of 24 pence. In certain circumstances, the CCUs will have zero value. Further details of the CCUs, and the treatment of Restricted Overseas CCU Holders, are set out in paragraph 11 of the Announcement and in the Scheme Document. You are strongly encouraged to read those documents in full.

Further details of the terms and conditions of the Acquisition are set out in the Scheme Document.

To become Effective, the Scheme is subject to the approval of the Scheme Shareholders at the Scheme Court Meeting and the passing of the Resolutions by the Dianomi Shareholders at the General Meeting scheduled to be held on 6 November 2026. The Scheme also requires the sanction of the Court, which will be sought at the Sanction Hearing which, subject to the satisfaction or, where capable, waiver of the Conditions, is expected to take place on 12 November 2026 (the "**Court Sanction**"). If the Scheme is not sanctioned by the Court, the Proposal (as defined below) will lapse and your Option(s) will continue on its existing terms under the rules of the EMI Plan ("**EMI Plan Rules**") and your Option Agreement.

3. Effect of the Acquisition on your Option(s)

This letter sets out the Proposal being made by Bidco in respect of your Option(s), the alternatives open to you in relation to your Option(s), and the recommendation of the Dianomi Directors. Further explanation of the information contained in this letter is set out in Appendix 1. For the avoidance of doubt, this letter serves as notification of the applicable information relating to the Acquisition in accordance with rule 3 and 12 of the EMI Plan.

The Options granted under the EMI Plan are subject to a performance condition requiring Dianomi to have achieved EBITDA of at least £2.5 million as shown in Dianomi's audited financial results for any of the Financial Years 2023, 2024 or 2025 ("**Performance Condition**"). The Performance Condition has not been satisfied and is not expected to be satisfied by the Effective Date.

Under the rules of the EMI Plan and the terms of the Option, on a Change of Control (as defined in the EMI Plan Rules), the Dianomi Directors have discretion (i) to reduce the applicable performance target or to waive the requirement that the Performance Condition be satisfied before the Option may be exercised, and (ii) to waive the six-month restriction on the disposal of Dianomi Shares acquired on exercise of the Option.

In connection with the Acquisition, the Dianomi Directors have determined to exercise those discretions so that: (i) the Performance Condition with respect to the 50p Options is waived and your Option is treated as having vested in full over the 50p Options (the "**Vested Option**"); and (ii) the six-month post-exercise disposal restriction is waived to the extent necessary to enable the Dianomi Shares acquired on exercise of your Vested Option to participate in the Acquisition on the same terms as other Dianomi Shares.

As required by, and consistent with, the arrangements set out in Schedule 1 to the Co-operation Agreement, the Vested Option is intended to be exercised in a reasonable period preceding, and conditional upon, Court Sanction. Any Vested Option not exercised by the time of Court Sanction shall lapse in accordance with its terms.

The Dianomi Directors do not intend to exercise their discretion to waive the performance conditions applicable to the 82.5p Options and, accordingly, the 82.5p Options will not vest or become exercisable in connection with the Acquisition and will lapse in accordance with their terms.

4. The Proposal

The proposal being made to you by Bidco ("**Proposal**") is that you:

- exercise your Vested Option (using the enclosed Form of Instruction), with such exercise being conditional upon, but to take effect immediately upon, the Court Sanction; and
- take advantage of the Cashless Exercise Facility described below.

All of the Dianomi Shares issued to you on exercise of your Vested Option will participate in the Acquisition on the same terms as all other Dianomi Shares. In return, you will accordingly be entitled to receive the Cash Consideration and one CCU for each such Dianomi Share, in each case subject to the terms and conditions of the Acquisition as set out in the Scheme Document and (in respect of the CCUs) the CCU Deed Poll.

As part of the exercise of your Vested Option, you would ordinarily be required to pay the aggregate exercise price due in respect of that exercise. Under the Proposal, a cashless exercise facility ("**Cashless Exercise Facility**") will be made available to you which allows you to exercise your Vested Option without having to pay in advance, out of your own funds, the aggregate exercise price for your Vested Option.

Under the terms of the Cashless Exercise Facility, you will be authorising Dianomi to receive on your behalf the Cash Consideration due under the Scheme in respect of the Dianomi Shares acquired on exercise of your Vested Option, and to apply that Cash Consideration in satisfaction of the aggregate exercise price due from you on that exercise. The balance of the Cash Consideration, together with the CCUs to which you are entitled, will then be delivered to you in the ordinary course.

The Cashless Exercise Facility will only be available to you if you accept the Proposal.

5. Taxation

A summary of the UK tax consequences applicable to the Proposal is set out in the Appendix 1 to this letter. That summary is based on the assumption that you are resident for tax purposes in the United Kingdom and have been so since the grant of your Option. It is not exhaustive and does not constitute tax advice. **If you are in any doubt as to your own tax position, you should consult your own personal tax adviser immediately.**

6. Action to be taken

If you wish to exercise your Vested Option in accordance with the Proposal, please complete, sign (and have witnessed by an independent party over the age of 18), date and return the enclosed Form of Instruction to Charlotte Stranner at Dianomi by email at charlotte.stranner@dianomi.com, AS SOON AS POSSIBLE AND IN ANY EVENT SO AS TO BE RECEIVED BY NO LATER THAN 5.00 P.M. (LONDON TIME) ON 10 NOVEMBER 2026 (or such other date to be notified to you in writing).

Please read the explanatory notes and the Terms and Conditions of the Form of Instruction carefully before you complete the Form of Instruction.

You will need to take positive action to realise value from your Vested Option in connection with the Acquisition as this will not happen automatically. If you do not accept the Proposal and do not otherwise exercise your Option in a reasonable period preceding Court Sanction, your Vested Option will lapse at Court Sanction in accordance with the terms of your Option Agreement and the EMI Plan Rules and you will not receive any value for your Option in connection with the Acquisition.

If you accept the Proposal, your acceptance cannot subsequently be revoked. It will, however, be of no effect if the Scheme is not approved by the Scheme Shareholders and sanctioned by the Court at the Sanction Hearing or your Option has lapsed for any reason prior to Court Sanction.

7. Recommendation of the Dianomi Directors

The Dianomi Directors, who have been so advised by Panmure Liberum as to the financial terms of the Proposal, consider the terms of the Proposal set out in this letter to be fair and reasonable in the context of the Acquisition. 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 Takeover Code.

The Dianomi Directors unanimously recommend that you accept the Proposal. The Dianomi Directors also recommend that you consider your own personal circumstances, including your tax position, when making a decision regarding the Proposal.

8. Questions

[REDACTED]

If you have any questions about your Option, the contents of this letter or how to complete the enclosed Form of Instruction, please contact Charlotte Stranner by email at charlotte.stranner@dianomi.com. Please note, however, that no legal, tax, financial or investment advice on the Acquisition or its effect on your Option can be provided by Charlotte Stranner, any other person at Dianomi, Bidco or Taboola. If you are in any doubt as to the action you should take, you should immediately seek your own independent, professional advice.

Yours faithfully

[REDACTED]

For and on behalf of
Taboola Europe Limited

Yours faithfully

[REDACTED]

For and on behalf of
Dianomi plc

Appendix 1 – Impact of the Acquisition of your Option

1. When does my Vested Option become exercisable?

As a result of the Dianomi Directors' waiver of the Performance Condition described in this letter, your Vested Option is exercisable in connection with the Acquisition. If you accept the Proposal, the exercise of your Vested Option will take effect immediately upon the Court Sanction.

2. How do I exercise my Vested Option?

If you wish to accept the Proposal and exercise your Vested Option such that your resulting Dianomi Shares will be acquired by Bidco pursuant to the Scheme, you should complete, sign (and have witnessed by an independent party over the age of 18), date and return the enclosed Form of Instruction to Charlotte Stranner at Dianomi by email at charlotte.stranner@dianomi.com as soon as possible and in any event so as to be received by no later than 5.00 p.m. (London time) on 10 November 2026 (or such other date to be notified to you in writing). If you do so, the exercise of your Vested Option will take effect immediately upon the Court Sanction.

See paragraph 8 below for information on what will happen if you do not accept the Proposal.

3. When will the cash due under the Proposal be paid to me?

The Cash Consideration to which you are entitled (following the deduction of the applicable aggregate exercise price due on the exercise of your Vested Option under the Cashless Exercise Facility and subject to the deduction of any applicable income tax, employee and employers' NICs and any other required withholdings, levies or deductions, as applicable) will be paid to you by Dianomi through the next practicable payroll after, and no later than within 14 days of, the Effective Date.

The CCUs to which you are entitled will be issued to you in accordance with, and any amount which becomes payable in respect of them will be paid on the terms and at the times set out in, the CCU Deed Poll (as summarised in paragraph 11 of the Announcement and is more fully described in the Scheme Document). No interest will be payable on the Loan Notes issued in respect of the CCUs, other than in circumstances where Bidco is in default of its payment obligations.

4. Do I need to pay anything to exercise my Vested Option?

There is an exercise price of £0.50 per Dianomi Share payable on the exercise of your Vested Option. If you accept the Proposal, the aggregate exercise price will be deducted from the Cash Consideration due to you under the Acquisition pursuant to the Cashless Exercise Facility, and you will therefore not be required to fund the aggregate exercise price in advance.

See paragraph 5 below in respect of the UK tax treatment of your Vested Option.

5. What tax will I have to pay if I exercise my Option?

(a) Effect of exercise on your Vested Option

Your Option is intended to qualify as a tax-advantaged "qualifying" option under Schedule 5 to the Income Tax (Earnings and Pensions) Act 2003 (an **"EMI Option"**). Provided that no disqualifying event (as defined for EMI purposes) has occurred in respect of your Option, and that the exercise price of your Option (50 pence) is not less than the market value of a Dianomi Share on the date of grant, no income tax or employee's National Insurance contributions (**"NICs"**) charges are expected to arise on the exercise of your Vested Option pursuant to the Proposal.

If a disqualifying event has occurred in relation to your Option (for example, a variation of the terms of your Option, certain changes in the shares over which your Option is granted, you ceasing to meet the working time requirement, or Dianomi ceasing to satisfy the EMI trading activities requirements), the availability of the EMI tax advantages may be reduced and income tax and NICs may be chargeable on some or all of the gain realised on exercise. If you are in any doubt about your position, you should seek your own tax advice.

(b) Capital Gains Tax (CGT) on disposal of Dianomi Shares acquired on exercise of your Vested Option

You may be liable to pay CGT on any chargeable gain arising on the disposal of the Dianomi Shares that you acquire on exercise of your Vested Option, being (broadly) the difference between the consideration you receive under the Acquisition (which will comprise the Cash Consideration and one CCU per Dianomi Share) and the aggregate of the exercise price and any amount on which you have already paid income tax in relation to the acquisition of the shares.

There is an exemption for chargeable gains from all sources for a tax year which are, in aggregate, below an annual exempt amount. The annual exempt amount for the 2026/2027 tax year is £3,000.

Rates of CGT (currently 18 per cent. for basic rate taxpayers and 24 per cent. for higher and additional rate taxpayers) are applied to your annual chargeable gains in excess of your annual exempt amount, with such gains treated as the top slice of your income.

Business Asset Disposal Relief ("BADR") may be available in respect of gains realised on the disposal of Dianomi Shares acquired on exercise of your Vested Option, subject to your personal circumstances and the applicable qualifying conditions. In particular, for shares acquired on exercise of an EMI Option, the requirement that the shares be held for at least 24 months is generally satisfied by reference to the period from the date of grant of the Option to the date of disposal, rather than from the date of exercise. Where available, BADR applies a reduced rate of CGT of 18 per cent. for disposals in the 2026/2027 tax year, subject to the lifetime limit on qualifying gains of £1 million.

The CCUs are treated for CGT purposes as further consideration for the disposal of your Dianomi Shares. Their value and the timing of any related CGT charge will depend on the operation of the Assessment Process and the CCU Deed Poll. Please refer to Part VI of the Scheme Document, which will contain a more detailed summary of the general UK tax consequences of the disposal of Dianomi Shares under the Acquisition and of the receipt of CCUs.

Before you decide what action to take, you should consider your personal tax position. If you are in any doubt as to your tax position, you should seek your own independent, professional tax advice immediately.

6. What happens if I leave employment with the Dianomi Group?

If you cease to be an employee of the Dianomi Group prior to the Effective Date, the treatment of your Option will be as set out in the EMI Plan Rules and the Option Agreement. This may result in your Option lapsing before the Sanction Hearing, in which case you will not benefit from the Proposal set out in this letter.

7. Can I give my Option to someone else?

No. Under the EMI Plan Rules and the terms of your Option Agreement, your Option is personal to you and cannot be transferred or assigned (other than, on your death, to your personal representatives).

8. What happens if I do not accept the Proposal?

If you do not submit the Form of Instruction, and do not otherwise exercise your Option in a reasonable period preceding Court Sanction, your Vested Option will lapse at Court Sanction in accordance with the terms of your Option Agreement and the EMI Plan Rules. In those circumstances, you will not receive any value for your Option in connection with the Acquisition and the Cashless Exercise Facility will not be available to you.

9. What if I hold other options under the EMI Plan or another Dianomi incentive plan?

This letter relates only to your 50p Option under the EMI Plan, being an Option with an exercise price of 50 pence per Dianomi Share granted on 3 November 2023. It does not relate to any other options that you may hold in Dianomi. For the avoidance of doubt, no Proposal in connection with the Acquisition is being made in respect of the 242,424 options with an exercise price of 82.5 pence per Dianomi Share (the **"82.5p Options"**). The Dianomi Directors do not intend to exercise their discretion to waive the performance conditions applicable to the 82.5p Options and, accordingly, the 82.5p Options will not vest or become exercisable in connection with the Acquisition and will lapse in accordance with their terms.

10. Important notes

Nothing in this letter, its appendices or the Form of Instruction constitutes financial, tax, investment or legal advice to any holder of Dianomi Shares, share awards or share options over Dianomi Shares (including the Option). None of Dianomi, Bidco, Taboola nor any of their respective employees, directors or advisers can provide legal, tax, financial or investment advice on the Acquisition.

If you have received this letter electronically, you may request a hard copy of this letter free of charge by emailing Charlotte Stranner at charlotte.stranner@dianomi.com. You may also request that all future documents, announcements and information to be sent to you in relation to the Acquisition be provided in hard copy form.

Appendix 2 – Notes

1. The release, publication or distribution of this letter, its appendices, the Form of Instruction and/or any 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 letter, the Form of Instruction and any accompanying documents come should inform themselves about, and observe, any such restrictions. Any failure to comply with these restrictions may constitute a violation of the applicable laws of any such jurisdiction.
2. The Dianomi Directors, whose names are set out in paragraph 2a of Part Eight (*Additional Information on Dianomi and Bidco*) of the Scheme Document, accept responsibility for the information contained in this letter, its appendices and the Form of Instruction (including any expressions of opinion and all information in respect of the Dianomi Group which has been incorporated by reference into this document), other than information for which responsibility is taken by others pursuant to paragraph 3 below. 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 letter, its appendices and the Form of Instruction (including any expressions of opinion) for which they accept responsibility is in accordance with the facts and does not omit anything likely to affect the import of such information.
3. The directors of Bidco and Taboola, whose names are set out in paragraph 2b and 2c of Part Eight (*Additional Information on Dianomi and Bidco*) of the Scheme Document, accept responsibility for the information contained in this letter, its appendices and the Form of Instruction (including any expressions of opinion) relating to Bidco, Taboola the Taboola Group and themselves and their close relatives, related trusts and other connected persons and persons acting in concert with Bidco or Taboola. To the best of their knowledge and belief (having taken all reasonable care to ensure that such is the case), the information contained in this letter, its appendices and the Form of Instruction (including any expressions of opinion) for which they are responsible is in accordance with the facts and does not omit anything likely to affect the import of such information.
4. Panmure Liberum Limited ("**Panmure Liberum**"), which is authorised and regulated by the Financial Conduct Authority in the United Kingdom, is acting as financial adviser exclusively for Dianomi and for no one else in connection with the Acquisition and the matters described in this letter and its appendices. 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 Acquisition or any other matters referred to in this letter or its appendices. Neither Panmure Liberum nor any of its affiliates owes or accepts any duty, liability or responsibility whatsoever (whether direct or indirect, whether in contract, in tort, under statute or otherwise) to any person who is not a client of Panmure Liberum in connection with this letter, its appendices, any statement contained herein or otherwise.
5. Panmure Liberum has given and not withdrawn its written consent to the issue of this letter with the inclusion herein of references to its name in the form and context in which they appear.
6. Accidental omission to dispatch this letter or the Form of Instruction to, or any failure to receive the same by, any person to whom the Proposal in this letter is made or should be made will not invalidate the Proposal in any way.
7. Your Option is governed by the EMI Plan Rules and the Option Agreement relating to your Option. In the event of any differences between this letter, the Form of Instruction, the EMI Plan Rules, the Option Agreement or any relevant legislation, the EMI Plan Rules, the Option Agreement or the relevant legislation (as applicable) will prevail.

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8. The statements contained in this letter are not to be construed as legal, investment, financial or tax advice. If you are in any doubt as to the action you should take, you should seek your own independent professional advice.

Appendix 3 – Defined Terms

50p Options	the Options with an exercise price of 50 pence per Dianomi Share granted under the EMI Plan
82.5p Options	the Options with an exercise price of 82.5 pence per Dianomi Share granted under the EMI Plan
Acquisition	the recommended acquisition by Bidco of the entire issued and to be issued ordinary share capital of Dianomi, to be effected by way of the Scheme (or, at Bidco's election with the consent of the Panel and subject to the terms of the Co-operation Agreement, by way of a Takeover Offer)
Announcement	the announcement of the Acquisition made under Rule 2.7 of the Takeover Code on 18 September 2026
Assessment Process	has the meaning given to it in paragraph 11 of the Announcement
Bidco	Taboola Europe Limited, a wholly-owned subsidiary of Taboola
Business Day	a day (other than Saturdays, Sundays and public holidays in England) on which banks are open for business in the City of London
Cash Consideration	64 pence in cash per Scheme Share
Cashless Exercise Facility	the cashless exercise facility described in this letter
CCU or Contingent Consideration Unit	a contingent consideration unit to be issued in accordance with the CCU Deed Poll, entitling its holder (other than Restricted Overseas CCU Holders) to one Loan Note
CCU Deed Poll	the deed poll executed by Bidco relating to the CCUs, as summarised in paragraph 11 of the Announcement and as will be more fully described in the Scheme Document
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

Co-operation Agreement	the co-operation agreement dated 18 September 2026 between Bidco, Taboola and Dianomi
Court	the High Court of Justice in England and Wales
Dianomi	Dianomi plc, a public limited company incorporated in England and Wales with registered number 04513809
Dianomi Directors	the directors of Dianomi from time to time, and Dianomi Director means any one of them
Dianomi Group	Dianomi and its subsidiary undertakings from time to time and, where the context permits, each of them
Dianomi Shareholders	the registered holders of Dianomi Shares from time to time
Dianomi Shares	the existing unconditionally allotted or issued and fully paid ordinary shares of £0.002 each in the capital of Dianomi and any further such ordinary shares which are unconditionally allotted or issued
Effective	in the context of the Acquisition: (a) if the Acquisition is implemented by way of the Scheme, the Scheme having become effective pursuant to and in accordance with its terms; or (b) if the Acquisition is implemented by way of a Takeover Offer, the Takeover Offer having been declared, or having become, unconditional in accordance with the requirements of the Takeover Code
Effective Date	the date on which the Acquisition becomes Effective
EMI Plan	the Dianomi Plc Enterprise Management Incentive Plan adopted on 24 May 2021 (as amended from time to time)
EMI Plan Rules	the rules of the EMI Plan
Form of Instruction	the form of instruction accompanying this letter
General Meeting	the general meeting of the Dianomi Shareholders to be convened in connection with the Scheme

Last Practicable Date	has the meaning given to it in the Announcement
Loan Note	a loan note to be issued by Bidco in accordance with the CCU Deed Poll and the Loan Note Instrument
Loan Note Instrument	the loan note instrument constituting the Loan Notes
Loan Note Principal Value	the principal value of a Loan Note as determined in accordance with the CCU Deed Poll (which may be zero and is capped at 24 pence)
Maximum Consideration	the Cash Consideration together with the maximum amount payable in respect of a CCU (being 24 pence in cash) per Dianomi Share
NICs	National Insurance Contributions
Option	an option to acquire Dianomi Shares granted under the EMI Plan and applicable Option Agreement
Option Agreement	your option agreement in relation to your Option(s)
Panel	the Panel on Takeovers and Mergers
Proposal	the proposal in relation to your Vested Option set out in this letter
Restricted Jurisdiction	has the meaning given to it in the Announcement and the Scheme Document
Restricted Overseas CCU Holders	has the meaning given to it in the Announcement and the CCU Deed Poll
Sanction Hearing	the hearing of the Court of the application to sanction the Scheme under Part 26 of the Companies Act 2006
Scheme	the proposed scheme of arrangement under Part 26 of the Companies Act 2006 between Dianomi and the Scheme Shareholders in connection with the Acquisition, as set out in the Scheme Document
Scheme Document	the document dated 14 October 2026 sent by Dianomi to the Dianomi Shareholders containing,

	among other things, the Scheme and notices of the Scheme Court Meeting and the General Meeting
Scheme Court Meeting	the meeting of the Scheme Shareholders to be convened by order of the Court pursuant to section 896 of the Companies Act 2006 to consider and, if thought fit, approve the Scheme
Scheme Record Time	6.00 p.m. on the Business Day immediately after the date of the Sanction Hearing, or such other time and date as Dianomi and Bidco may agree
Scheme Shareholders	the holders of Scheme Shares
Scheme Shares	has the meaning given to it in the Scheme Document
Taboola	Taboola.com Ltd
Takeover Code	the UK City Code on Takeovers and Mergers issued from time to time by the Panel
Takeover Offer	has the meaning given to it in the Scheme Document