

THIS DOCUMENT IS IMPORTANT AND REQUIRES YOUR IMMEDIATE ATTENTION. If you are in any doubt about the contents of this document, or as to the action you should take, you are recommended to seek your own personal financial, tax and/or legal advice immediately from your stockbroker, bank manager, solicitor, accountant or other independent financial adviser duly authorised under the Financial Services and Markets Act 2000 (as amended), if you are in the United Kingdom, or if not, from another appropriately authorised independent financial adviser in the relevant jurisdiction. If you take no action, your Vested Option will lapse at Court Sanction and you will not receive any value for it in connection with the Acquisition.

The distribution of this document in whole or in part, directly or indirectly in, 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. Any failure to comply with these restrictions may constitute a violation of the applicable laws of any such jurisdiction.

This Form of Instruction should be read in conjunction with the letter jointly from Dianomi plc and Taboola Europe Limited accompanying this Form of Instruction (the "**Letter**") and the Scheme Circular. The definitions used in the Letter apply in this Form of Instruction except where the context otherwise requires.

FORM OF INSTRUCTION

for holders of the Option granted on **3 November 2023** with an exercise price of **50 pence** per Dianomi Share granted pursuant to the Dianomi PLC Enterprise Management Incentive Plan (the "**EMI Plan**")

ONCE COMPLETED, THIS FORM OF INSTRUCTION SHOULD BE RETURNED TO CHARLOTTE STRANNER AT DIANOMI PLC BY EMAIL TO 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 WISH TO EXERCISE YOUR VESTED OPTION, PARTICIPATE IN THE SCHEME AND USE THE CASHLESS EXERCISE FACILITY, THIS FORM OF INSTRUCTION MUST 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 instructions below before completing this form.

Dianomi PLC Enterprise Management Incentive Plan ("EMI Plan") – 50p Options

Please tick the box below to accept the Proposal in respect of your Vested Option and to authorise the cashless exercise of that Vested Option on and with effect from Court Sanction.



I accept the Proposal in respect of my Vested Option and instruct Dianomi to exercise the Vested Option, on my behalf and using the Cashless Exercise Facility, conditional upon and with effect from Court Sanction.

Your Declaration and signature

I understand and accept that:

- this acceptance is irrevocable (save as permitted by law and by Bidco and Dianomi) and will have no effect if the Acquisition does not become Effective;
- I have read, understood and agree to the Terms and Conditions of this Form of Instruction set out below.

Signed as a deed and delivered by:

Option holder's signature:

Option holder's name (PRINT):

in the presence of:

Signature of witness

Print name

Address

.....

.....

Occupation

Dated

INSTRUCTIONS ON COMPLETING THIS FORM OF INSTRUCTION

1. Tick the box above to accept the Proposal in respect of your Vested Option and to use the Cashless Exercise Facility (the **"Proposal"**). Your Vested Option will then be exercised on your behalf, conditional upon and with effect from Court Sanction, and the Dianomi Shares issued to you on that exercise will form part of the Scheme.
2. You should then sign the Form of Instruction where indicated in the presence of a witness, who must also sign where indicated. The witness, who must be over 18 years of age and must not be your spouse, should also print his/her name and address where indicated.
3. Please return the completed and signed Form of Instruction to Charlotte Stranner at Dianomi by email to charlotte.stranner@dianomi.com so as to be received no later than 5.00 p.m. (London time) on 10 November 2026 (or such other date to be notified to you in writing).
4. The Cash Consideration due to you in respect of the Dianomi Shares issued on exercise of your Vested Option will be applied, under the Cashless Exercise Facility, in satisfaction of the aggregate exercise price payable on that exercise. The balance of the Cash Consideration (less any tax and NICs or other social security contributions or levies properly required to be withheld) will be paid to the bank account into which your salary is normally paid. The CCUs to which you are entitled will be issued to you separately in accordance with the CCU Deed Poll. You will be notified of the amounts received and any deductions made.
5. If your Form of Instruction is returned after 5.00 p.m. (London time) on 10 November 2026 (or such other date to be notified to you in writing) it may not be a valid acceptance of the Proposal. You may be able to exercise your Vested Option outside these arrangements, but you should contact Charlotte Stranner at Dianomi to confirm whether that will be possible before the Vested Option lapses at Court Sanction.
6. If you have any queries in relation to the completion of the Form of Instruction, you should contact Charlotte Stranner at Dianomi by email to charlotte.stranner@dianomi.com. Please note, however, that no legal, tax, financial or investment advice on the Acquisition or its effect on your Vested Option can be given by Dianomi, Bidco, Taboola or any of their respective advisers, directors, officers or employees.

TERMS AND CONDITIONS

1. By completing this Form of Instruction you:

- (a) confirm that you have received and read the Letter dated 14 October 2026 and agree to these terms and conditions and that you are aware of the terms of the Scheme Circular;
- (b) confirm that your Vested Option is valid and has not lapsed; this Form of Instruction will be of no effect in respect of any Option (or part of it) which has lapsed;
- (c) confirm that the decisions you have made cannot be withdrawn or altered except with the agreement of Bidco and Dianomi and will lapse if the Acquisition does not become Effective;
- (d) appoint any person nominated by Dianomi as your attorney (or, failing that, as your agent) to execute, complete, sign and submit any document (including without limitation any joint election under section 431(1) of the Income Tax (Earnings and Pensions) Act 2003 in respect of the Dianomi Shares acquired on exercise of your Vested Option) and to do anything on your behalf as is necessary or desirable to give effect (i) to the choices you have made in this Form of Instruction and (ii) to the sale of the Dianomi Shares you acquire on exercise of your Vested Option to Bidco, and confirm that this power of attorney is granted by way of security in accordance with the terms of your Option Agreement;
- (e) acknowledge that any Dianomi Shares you acquire on exercise of your Vested Option will be automatically acquired by Bidco as part of the Scheme, on the same terms as all other Scheme Shares;
- (f) agree that the aggregate exercise price payable on exercise of your Vested Option, and any Tax Liability¹ arising in connection with that exercise, may be deducted from the Cash Consideration otherwise due to you under the Scheme, and that the net Cash Consideration will be paid to you via payroll to the bank account into which you normally receive your salary (or if you are no longer an employee of a company in the Dianomi Group at the date of payment, directly into the bank account into which your salary was paid immediately before you ceased employment);
- (g) acknowledge and agree that, under the terms of your Option Agreement and the EMI Plan Rules, you are responsible for any Tax Liability arising in connection with the exercise of your Vested Option, including any income tax, employee NICs and any employer NICs that may lawfully be recovered from you, and that you shall promptly enter into any arrangements and execute any elections, consents or other documents requested by Dianomi or the relevant employing company in connection with the payment, withholding, deduction or recovery of any such Tax Liability;
- (h) indemnify and keep indemnified Dianomi, the Dianomi Group and the Taboola Group, against any liability to account for any Tax Liability arising in connection with the exercise of your Vested Option and/or the acquisition of the Dianomi Shares on such exercise, to the extent that such Tax Liability is required by law to be accounted for by any such person on your behalf and has not otherwise been satisfied pursuant to paragraph (f) above, together with any related interest, penalties, costs or expenses, except to the extent

¹ "Tax Liability" means the total of: (a) any income tax and primary class 1 (employee) NICs (or their equivalents in any jurisdiction) and any other applicable levies for which any relevant employing company is or may be liable to account (or reasonably believes it is or may be liable to account) as a result of any Taxable Event (as defined in the EMI Plan Rules); and (b) any employer NICs that any relevant employing company is or may be liable to pay (or reasonably believes it is or may be liable to pay) as a result of any Taxable Event that can be recovered lawfully from the Option holder.

arising as a result of the fraud, wilful default or negligence of the relevant indemnified person.

- (i) waive the right to receive a share certificate in respect of any Dianomi Shares you acquire on exercise of your Vested Option;
- (j) undertake to pay the aggregate exercise price of your Vested Option out of the consideration receivable for the Dianomi Shares acquired on exercise, and agree that this Form of Instruction, when duly signed, may (if Dianomi and Bidco so determine) be treated as effective as if duly completed and received by any deadline specified, notwithstanding that it is not so completed or received;
- (k) instruct and authorise Dianomi to exercise your Vested Option on your behalf, such exercise to be conditional upon, and to take effect immediately upon, the sanction of the Scheme by the Court at the Sanction Hearing, and acknowledge that if the Scheme is not sanctioned by the Court your acceptance of the Proposal will be of no effect and your Option will continue to be governed by the EMI Plan Rules and your Option Agreement (subject to lapse in accordance with their terms);
- (l) authorise Dianomi (and any person nominated by 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, to apply that Cash Consideration in satisfaction of the aggregate exercise price due on that exercise and any Tax Liability, and to deal with the balance of the Cash Consideration (and any CCUs) in accordance with these Terms and Conditions;
- (m) acknowledge that the six-month restriction on the disposal of Dianomi Shares acquired on exercise of your Vested Option (as set out in your Option Agreement) has been waived by the Dianomi Directors to the extent necessary to enable those Dianomi Shares to participate in the Acquisition, and consent to that waiver;
- (n) if required, agree to enter into (or, at Dianomi's direction, authorise Dianomi to enter into on your behalf under the power of attorney granted in paragraph (d) above) a joint election under section 431(1) of the Income Tax (Earnings and Pensions) Act 2003 in respect of the Dianomi Shares acquired on exercise of your Vested Option, on or before the date of exercise;
- (o) acknowledge that the Dianomi Shares acquired on exercise of your Vested Option will entitle you to receive, per Dianomi Share, the Cash Consideration (subject to the deductions described above) and one Contingent Consideration Unit ("**CCU**"), and further acknowledge that (i) the CCUs are complex instruments and the Loan Note Principal Value payable in respect of them may be zero and is in any event capped at 24 pence per CCU, (ii) no interest is payable on the Loan Notes (save in circumstances where Bidco is in default of its payment obligations) and (iii) the CCUs will be issued (and, where applicable, cash paid) in accordance with the CCU Deed Poll and the Scheme Circular;
- (p) acknowledge that nothing in this Form of Instruction, the Letter or the Scheme Circular constitutes legal, tax, financial or investment advice, and confirm that you have had the opportunity to take your own independent professional advice; and
- (q) agree that this Form of Instruction and any dispute or claim arising out of or in connection with it (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of England and Wales, and submit to the exclusive jurisdiction of the courts of England and Wales in relation to any such dispute or claim.