

This Letter is important and explains the impact of the Acquisition on your ESPP Options or Phantom Options (as applicable). Please read this Letter carefully as it requires your immediate attention. If you are in any doubt as to the contents of this Letter or the action you should take, you are recommended to seek your own financial advice immediately from your stockbroker, bank manager, solicitor, accountant or other independent financial adviser authorised under the Financial Services and Markets Act 2000, 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.

3 October 2022



Dear Participant

Micro Focus Employee Stock Purchase Plan 2006 (“ESPP”) and the recommended cash offer for Micro Focus International plc by Open Text Corporation through its wholly-owned subsidiary, Open Text UK Holding Limited

The boards of Micro Focus International plc (“**Micro Focus**”) and Open Text Corporation (“**OpenText**”) announced on 25 August 2022 that they had reached agreement on the terms of the recommended cash acquisition by OpenText, through its wholly-owned subsidiary, Open Text UK Holding Limited (“**Bidco**”) of the entire issued and to be issued ordinary share capital of Micro Focus (the “**Acquisition**”).

This letter does not require you to take any action.

Why are we writing to you?

We are writing to explain how the Acquisition will affect your ESPP Options or Phantom Options (as applicable).

Please read everything in this letter and everything sent with it carefully (the “Letter”). The contents are important.

This Letter only applies to ESPP Options and Phantom Options granted to individuals who are not resident for tax purposes in the US, or otherwise subject to US tax. If you are resident in the US for tax purposes, or if you hold other options or awards, you will receive separate letters about the effect of the Acquisition on your options or awards. Please read those letters carefully.

In this Letter:

- Part A describes the effect of the Acquisition on your ESPP Options or Phantom Options (as applicable); and
- Part B explains the key words and phrases used in this Letter.

Part A

1. The Acquisition

The Acquisition will take place through what is called a “scheme of arrangement” (the “**Scheme**”). This is a procedure which must be approved by Micro Focus Shareholders and the Court on a date referred to in this Letter as “**Court Sanction**”. The Acquisition is currently due to complete a few days after Court Sanction (referred to as “**Completion**”). Full details about the Scheme are set out in the Scheme Document dated 20 September 2022. You can find a copy of the Scheme Document on the Micro Focus website at <https://www.microfocus.com/en-us/investors> and the OpenText website at <https://investors.opentext.com>. This Letter should be read with the Scheme Document.

2. What are the terms of the Acquisition?

Micro Focus Shareholders will be entitled to receive £5.32 in cash for each Micro Focus Share they own.

3. When is Completion likely to take place?

Completion is currently expected to take place in the first quarter of 2023.

You will be updated when the timing is confirmed. The expected timeline of key events is available in the Scheme Document.

4. How does the Acquisition affect my ESPP Options/Phantom Options?

(A) ESPP Options

Normally, you would continue saving until the end of the term of your two-year ESPP offer period, at which time your ESPP Options would be automatically exercised to use your savings to buy Micro Focus Shares at the Option Price. However, if Court Sanction takes place your ESPP Options for which the two-year offer period has not ended will be automatically exercised to the extent of your savings at the date of Court Sanction. Any savings left over will be returned to you.

(B) Phantom Options

Normally, you would continue saving until the end of the term of your two-year ESPP offer period, at which time your Phantom Options would automatically be exercised and you would receive a cash sum calculated by reference to the number of Micro Focus Shares you would be able to acquire using your savings contributions. However, if Court Sanction takes place your Phantom Options for which the two-year offer period has not ended will be exercised automatically on Court Sanction. You will receive a cash sum calculated by multiplying the Offer Price by the number of whole Micro Focus Shares (and, at the Remuneration Committee’s discretion, fractions of Micro Focus Shares) which could have been acquired had your savings been used to acquire Micro Focus Shares at the Option Price, less the value of your savings and any income tax and

employees' payroll tax deductions Micro Focus is required to withhold. You will not receive Micro Focus Shares. Your savings will be refunded to you.

5. What do I need to do?

You do not need to do anything to exercise your ESPP Options or Phantom Options, or for Micro Focus Shares acquired on the exercise of your ESPP Options to be acquired by Bidco. This will happen automatically.

6. When will I receive the money?

If you hold ESPP Options, the cash you receive for the Micro Focus Shares you acquire on the automatic exercise of your ESPP Options on Court Sanction will be paid to you by Micro Focus as soon as reasonably practicable after Completion once it has received the funds from Bidco (it is expected that funds will be received within 14 days of Completion).

If you hold Phantom Options, the cash to which you become entitled on the automatic exercise of your Phantom Options on Court Sanction will be paid to you by Micro Focus as soon as reasonably practicable after Completion.

7. How does the Acquisition affect my ESPP Options/Phantom Options that mature before Court Sanction?

If you hold ESPP Options which mature and are exercised before Court Sanction, and if you still hold the Micro Focus Shares acquired on exercise at that time, then those Micro Focus Shares will fall within the Scheme, in the same way as Micro Focus Shares held by all other shareholders, as set out in the Scheme Document.

If you hold Phantom Options which mature and are exercised before Court Sanction, you will receive the cash sum in the normal way in accordance with the rules of the ESPP. You will not receive Micro Focus Shares.

8. What if the Acquisition does not complete?

If Court Sanction does not happen for any reason, your ESPP Options or Phantom Options (as applicable), will continue as normal under the ESPP rules.

9. What happens if I leave employment with the Micro Focus Group?

(A) Leaving the Micro Focus Group before Court Sanction

The leaver provisions under rule 11 of the ESPP will apply in the normal way if you leave the Micro Focus Group before your ESPP Options are exercised. This means that:

- If you hold ESPP Options and qualify as a "good leaver" under the rules of the ESPP (for example, if you leave because of injury, disability, redundancy or reaching normal retirement age in accordance with the terms of your employment contract), and you have previously informed Micro Focus that you would like your ESPP Options to be

exercised following your leaving, your ESPP Options will be exercised by Micro Focus on your behalf within three months of your leaving (or such longer period as the Micro Focus Remuneration Committee may determine), unless the Micro Focus Remuneration Committee decides that it will be automatically exercised at the end of the normal 24-month offer period.

- If you hold Phantom Options and qualify as a “good leaver” under the rules of the ESPP (for example, if you leave because of injury, disability, redundancy or reaching normal retirement age in accordance with the terms of your employment contract), and unless you have previously informed Micro Focus that you would like to withdraw from participation in the ESPP, you will be deemed to have given notice that you would like your Phantom Options to be exercised by Micro Focus on your behalf within three months of your leaving (or such longer period as the Micro Focus Remuneration Committee may determine), unless the Micro Focus Remuneration Committee decides that it will be automatically exercised at the end of the normal 24-month offer period.
- If you do not qualify as a “good leaver” under the rules of the ESPP (for example, if you resign), your unexercised ESPP Options or Phantom Options (as applicable) will lapse on the date your employment ends and your savings will be returned to you.

(B) Leaving the Micro Focus Group after Court Sanction

Because your ESPP Options or Phantom Options (as applicable), will have been automatically exercised on Court Sanction, they will not exist after this point and so leaving after Court Sanction will have no effect. Your leaving will not affect when you receive your cash payments.

10. What are the tax implications?

As the tax rules for each country are different, the final amount of income tax and employees' payroll tax deductions you will have to pay depends upon where you are resident for tax purposes. You may find it useful to refer to the ESPP tax summary that was shared on grant of your ESPP Options or Phantom Options (as applicable), and which is available on the Micro Focus Microsite (https://microsites.computershare.com/Micro_Focus/Site/espp_ROW.html). We strongly recommend that if you are unsure how your ESPP Options or Phantom Options will be taxed you seek advice from an independent financial or tax adviser in your country. This letter does not constitute tax advice to any individual participant.

Where applicable, a sufficient amount will be deducted from the cash proceeds due to you from Bidco to cover any tax withholdings due. Please note that even if tax has been deducted you may still have to report the receipt and sale of Micro Focus Shares or the receipt of the cash payment (as applicable) on your personal tax return.

If tax deductions have not been made by Micro Focus you may have to pay directly to the tax authority yourself or from a subsequent salary payment.

Please note that none of Micro Focus, OpenText nor Bidco can provide you with personal tax advice. **If you are in any doubt as to the effect the Acquisition will have on your personal**

tax position, you are strongly recommended to seek your own independent financial and/or tax advice.

11. What if I participate in other Micro Focus share plans?

If you participate in other Micro Focus share plans you will receive a separate letter about your other awards. Please read those letters carefully as the treatment of any options or awards under those plans will be different from the treatment of your ESPP Options or Phantom Options (as applicable).

12. What if I have questions?

If you have any questions relating to your ESPP Options or Phantom Options, please contact Computershare in the following ways:

- If you are resident in Canada or Puerto Rico, please contact Computershare via www.computershare.com/microfocus/us or by calling 866-654-2954 (if you are calling from the US) or 866-654-2954 (if you are calling from outside the US);
- If you are resident in any other country, please contact Computershare using the HelpChat function via www.equateplus.com or by calling +44 (0)370 707 1045. Lines are open full-time, seven days a week.

Please note that no legal, tax or financial advice on the merits of the Acquisition or its effect on your ESPP Options or Phantom Options can be provided. If you are in any doubt about the contents of this Letter you should seek your own independent financial and/or tax advice about the effect of the Acquisition on your ESPP Options or Phantom Options.

None of Micro Focus, OpenText, Bidco nor Computershare can give you investment advice. If you are in any doubt about the contents of this Letter, you should consult your stockbroker, bank manager, solicitor, accountant or other independent legal or financial adviser, who (where relevant) is authorised and appropriately regulated under the Financial Services and Markets Act 2000, or an appropriately authorised financial adviser if you are in a territory outside the UK.

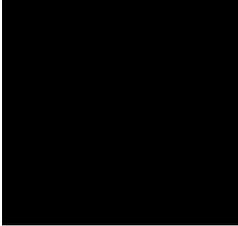
13. Important notes

Nothing in this Letter constitutes financial advice to any holder of shares, share awards or share options in Micro Focus, OpenText or Bidco.

If you have received this Letter electronically, you can ask for a hard copy of this Letter, free of charge, by contacting Computershare on +44 (0)370 707 1045 or writing to: Computershare, Plans Corporate Actions, The Pavilions, Bridgwater Road, Bristol, BS13 8AE stating your name, participant ID, and the address to which the hard copy should be sent. You can also ask that any other documents, announcements and information to be sent to you in relation to the Acquisition should be in hard copy form.

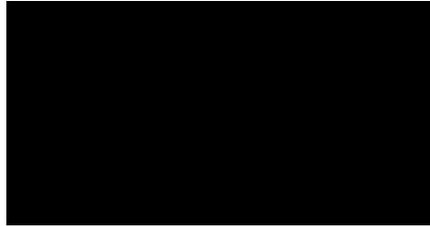
If there are any differences between the information in this Letter and the rules of the ESPP or any relevant legislation, the rules and the legislation will prevail.

Yours faithfully



For and on behalf of
Micro Focus International plc

Yours faithfully



For and on behalf of
Open Text UK Holding Limited

Part B
Glossary
Words and phrases used in this Letter and what they mean

“**Acquisition**” means the proposed acquisition of the entire issued, and to be issued, share capital of Micro Focus by OpenText (other than Micro Focus Shares already held by or on behalf of OpenText, if any) to be implemented by way of the Scheme, or should OpenText so elect (with the consent of the Panel and subject to the terms of the Cooperation Agreement), by way of a Takeover Offer, and, where the context admits, any subsequent revision, variation, extension or renewal thereof;

“**Bidco**” means Open Text UK Holding Limited, a company incorporated in England and Wales with registered number 14311122;

“**Bidco Directors**” means the directors of Bidco as at the date of this Letter;

“**Bidco Group**” means Bidco and its subsidiary undertakings from time to time;

“**Completion**” means the date on which the Scheme takes effect;

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

“**Court Sanction**” means the date on which the Court sanctions the Scheme under section 899 of the Companies Act 2006;

“**ESPP**” means the Micro Focus Employee Stock Purchase Plan 2006, as amended;

“**ESPP Options**” means options over Micro Focus Shares granted to employees and former employees of Micro Focus and its subsidiaries under Schedule 1 to the ESPP;

“**Micro Focus**” means Micro Focus International plc, a company incorporated in England and Wales with registered number 05134637 and with its registered office address at The Law, Old Bath Road, Newbury, Berkshire, RG14 1QN;

“**Micro Focus Directors**” means the directors of Micro Focus as at the date of this Letter;

“**Micro Focus Group**” means Micro Focus and its subsidiary undertakings from time to time;

“**Micro Focus Shareholders**” means registered holders of Micro Focus Shares from time to time;

“**Micro Focus Shares**” means ordinary shares of £0.10 each in the capital of Micro Focus;

“**Offer Price**” means £5.32 (or such higher amount as may be agreed between Micro Focus and Bidco) per Micro Focus Share to be paid by Bidco for each Micro Focus Share under the Acquisition;

“**OpenText**” means Open Text Corporation, a corporation incorporated pursuant to the federal laws of Canada, with corporation number 1083064-4;

“**OpenText Directors**” means the directors of OpenText as at the date of this Letter;

“**OpenText Group**” means OpenText and its subsidiary undertakings from time to time;

“**Phantom Option**” means a right to receive a cash sum in the form of a phantom option granted to employees and former employees of Micro Focus and its subsidiaries granted under Schedule 2 of the ESPP;

“Remuneration Committee” means the Remuneration Committee of Micro Focus;

“Scheme” means the proposed scheme of arrangement under Part 26 of the Companies Act between Micro Focus and holders of Scheme Shares, as set out in Part IV (*The Scheme of Arrangement*) of the Scheme Document, with or subject to any modification, addition or condition approved or imposed by the Court and agreed by Micro Focus and OpenText;

“Scheme Document” means the document setting out the terms of the Scheme dated 20 September 2022 sent to Micro Focus Shareholders; and

“Takeover Code” means the City Code on Takeovers and Mergers, as amended from time to time.

Important Notes

The release, publication or distribution of this Letter 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, such restrictions. Any failure to comply with the applicable restrictions may constitute a violation of the securities laws of such jurisdiction.

This Letter does not constitute, and may not be used for the purposes of, an offer to sell or an invitation or the solicitation of an offer to subscribe for or buy, any securities by any person in any jurisdiction: (a) in which such offer or invitation is not authorised; (b) in which the person making such offer or invitation is not qualified to do so; or (c) in which, or to any person to whom, it is unlawful to make such offer, solicitation or invitation or where the making of such offer, solicitation or invitation would impose any unfulfilled registration, qualification, publication or approval requirements on Micro Focus, Bidco or any of their respective directors, officers, agents, affiliates and advisers. No action has been taken nor will be taken in any jurisdiction by any such person that would permit a public offering of any securities in any jurisdiction where action for that purpose is required, nor has any such action been taken with respect to the possession or distribution of this Letter other than in any jurisdiction where action for that purpose is required. Neither Micro Focus nor Bidco nor their respective directors, officers, agents, affiliates or advisers accept any responsibility for any violation of any of these restrictions by any other person.

The Micro Focus Directors, whose names are set out in paragraph 2.1 of Part VIII of the Scheme Document, accept responsibility for the information contained in this Letter (including expressions of opinion), other than information for which responsibility is taken by the Bidco Directors and the OpenText Directors as set out below. To the best of the knowledge and belief of the Micro Focus Directors (who have taken all reasonable care to ensure that such is the case) the information contained in this Letter for which they accept responsibility is in accordance with the facts and does not omit anything likely to affect the import of such information.

The Bidco Directors, whose names are set out in paragraph 2.2 of Part VIII of the Scheme Document, accept responsibility for the information contained in this Letter (including any expressions of opinion) relating to the Bidco Group, the Bidco Directors and their respective immediate families and the related trusts of and persons connected with the Bidco Directors, and persons acting in concert with Bidco (as such term is defined in the Takeover Code). 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 Letter for which they accept responsibility is in accordance with the facts and does not omit anything likely to affect the import of such information.

The OpenText Directors, whose names are set out in paragraph 2.3 of Part VIII of the Scheme Document, accept responsibility for the information contained in this Letter (including any expressions of opinion) relating to OpenText, the OpenText Group, the OpenText Directors and their respective close relatives, related trusts of and persons connected with the OpenText Directors, and persons acting in concert with OpenText (as such term is defined in the Takeover Code). To the best of the knowledge and belief of the OpenText Directors (who have taken all reasonable care to ensure that such is the case), the information contained in this Letter for which they accept responsibility is in accordance with the facts and does not omit anything likely to affect the import of such information.