

**This Letter is important and explains the impact of the Acquisition on your Vested Share Options and what you need to do. 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

**Vested Share Options granted under the Micro Focus International plc Incentive Plan 2005 ("LTIP") 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**").

**TAKE ACTION: You will need to take action to realise any value from any Vested Share Options that you hold. This will NOT happen automatically.**

**You can do so by following the normal process to exercise your Vested Share Options via the Computershare share portal before your Vested Share Options lapse.**

**IF YOU DO NOTHING YOUR VESTED SHARE OPTIONS WILL LAPSE.**

### **Why are we writing to you?**

We are writing to explain how the Acquisition will affect your Vested Share Options and the decisions you need to make. **Please read everything in this letter and everything sent with it carefully (the "Letter"). The contents are important.**

This Letter only applies to PSUs and RSUs (each as defined in Part B below) which were granted under the LTIP in the form of options and which are already exercisable or will become exercisable prior to Court Sanction (which is explained below and is expected to be in the first quarter of 2023). If you hold other options or awards you will receive separate letters about the effect of the Acquisition on your other options or awards. Please also read those letters carefully.

In this Letter:

- Part A describes the effect of the Acquisition on your Vested Share Options and what action you will need to take; 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 Vested Share Options?**

Normally, your Vested Share Options would be exercisable up to the tenth anniversary of the Award Date (as defined in the rules of the LTIP), unless they lapse earlier under the rules of the LTIP. However, as a result of the Acquisition, the exercise period for your Vested Share Options will end early. Your Vested Share Options will cease to be exercisable six months after Court Sanction (unless they lapse earlier in accordance with the rules of the LTIP).

### **5. What do I need to do?**

You can exercise your Vested Share Options at any time until six months after Court Sanction (subject to any earlier lapse date). You can do this by completing an online exercise instruction on the Computershare share portal in the usual way. For further details, please see your vesting communications or contact Computershare using the HelpChat function via [www.equateplus.com](http://www.equateplus.com) or by calling +44 (0)370 707 1045. The relevant deadline for online exercise instructions will be advised once the date of Court Sanction is known.

If you exercise your Vested Share Options before Court Sanction and sell your Micro Focus Shares on exercise, the Micro Focus Shares will be sold at the market value on the date of sale

and the cash proceeds will be paid to you as soon as reasonably practicable after the date of exercise, less any income tax and social security contributions that Micro Focus is required to withhold and any applicable fees.

If you exercise your Vested Share Options 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 exercise your Vested Share Options after Court Sanction, the Micro Focus Shares which would be issued to you would be purchased automatically by Bidco and you will receive the Offer Price of £5.32 for each Micro Focus Share that you receive on exercise of your Vested Share Options.

**Please note that you will not be able to exercise any Vested Share Options in the normal way or sell any Micro Focus Shares you hold through the Computershare share portal in the five day period leading up to (and including) Completion. If you want to exercise any Vested Share Options before Completion, please make sure you do so before this period.**

**Remember: if you do nothing your Vested Share Options will lapse.**

#### **6. When will I receive the money?**

If you exercise your Vested Share Options and sell your Micro Focus Shares before Court Sanction, you will be paid as soon as reasonably practicable after the date of sale in the normal way.

If you exercise your Vested Share Options before the Scheme Record Time and hold on to your Micro Focus Shares, then those Micro Focus Shares will be acquired by Bidco under the Scheme and you will receive the Offer Price in cash per Micro Focus Share. The cash you receive will be paid to you by Micro Focus as soon as reasonably practicable after Completion once it has received the funds from Bidco – this is expected to be within 14 days of Completion.

If you exercise your Vested Share Options after the Scheme Record Time, the Micro Focus Shares you receive will be purchased automatically by Bidco and you will receive the Offer Price in cash per Micro Focus Share. The cash you receive will be paid to you by Micro Focus as soon as reasonably practicable after the exercise of your Vested Share Options.

#### **7. What if the Acquisition does not complete?**

If Court Sanction does not happen for any reason, your Vested Share Options will continue as normal under the LTIP rules.

#### **8. What happens if I leave employment with the Micro Focus Group?**

If you leave the Micro Focus Group before you exercise your Vested Share Options, those options will lapse on the earliest of: (i) the date which is six months after the date on which you are treated as ceasing employment under the rules of the LTIP (unless the Micro Focus Remuneration Committee allows a longer period); (ii) the date which is six months after Court Sanction; and (iii) the tenth anniversary of their Award Date. Please note that if you give notice of termination prior to Court Sanction, your Vested Share Options may lapse.

## **9. What if I am a PDMR or an insider?**

If you are a Person Discharging Managerial Responsibilities (“**PDMR**”) or a restricted person under the Micro Focus Share Dealing Code (the “**Dealing Code**”), or you have otherwise been told that the Dealing Code applies to you, you must obtain permission to exercise your Vested Share Options under the Dealing Code before you submit an instruction and your instruction must be submitted as soon as possible and in any event within two business days of permission being granted. You can ask for permission to deal by following the process set out in Section 3 of the Dealing Code. However, unless exceptional circumstances exist it is unlikely that you will be granted permission to deal whilst you are an insider or, if you are a PDMR or closely associated person of a PDMR, during a closed period. It is recommended that, if you wish to exercise your Vested Share Options, and you are a PDMR or a restricted person under the Dealing Code (or you will potentially become one), you take action as soon as possible.

## **10. What are the tax implications?**

As the tax rules for each country are different, the final amount of tax and social security contributions you will have to pay depends upon where you are resident for tax purposes. We strongly recommend that if you are unsure how your Vested Share 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.

Any tax and social security contributions due may be withheld by Micro Focus and/or be payable via your personal tax return, depending on where you are resident. Please note that even if tax has been deducted you may still have to report the receipt and sale of Micro Focus Shares on your personal tax return.

Please note that neither Micro Focus, Bidco nor Computershare 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 hold other awards under the LTIP or participate in other Micro Focus share plans?**

If you hold any other awards under the LTIP and/or 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 Vested Share Options.

## **12. What if I have questions?**

If you have any questions that relate to your Vested Share Options, how to access your Computershare account or how to complete your online exercise instruction on the Computershare share portal, please contact Computershare using the HelpChat function via [www.equateplus.com](http://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 Vested Share Options can be provided. If you are in any doubt about what you should do you should seek your own independent financial and/or tax advice about the effect of the Acquisition on your Vested Share Options.

None of Micro Focus, OpenText, Bidco nor Computershare can give you investment advice. If you are in any doubt about the action you should take, 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. Proposal: Recommendation**

The Micro Focus Directors recommend that you exercise your Vested Share Options before they lapse. You should, however, consider your own personal circumstances, including your tax position, when deciding your preferred timing for exercising your Vested Share Options.

The Micro Focus Directors, who have been so advised by Goldman Sachs International and Numis Securities Limited as to the financial terms of the proposal (i.e. to exercise your Vested Share Options), consider the terms of the proposals set out in this Letter to be fair and reasonable in the context of the Acquisition. In providing its advice to the Micro Focus Directors, Goldman Sachs International and Numis Securities Limited have taken into account the commercial assessments of the Micro Focus Directors. Goldman Sachs International and Numis Securities Limited are providing independent financial advice to the Micro Focus Directors for the purposes of Rule 15.2 of the Takeover Code.

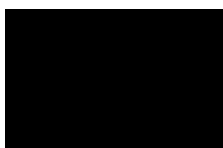
### **14. Important notes**

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.

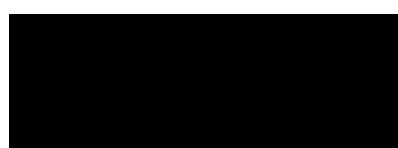
If there are any differences between the information in this Letter and the rules of the LTIP or any relevant legislation, the rules and the legislation will prevail.

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;

**“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;

**“LTIP”** means the Micro Focus International plc Incentive Plan 2005, as amended from time to time;

**“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;

**“PSU”** means an option over Micro Focus Shares granted, under the LTIP, which is subject to performance conditions;

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

**“RSU”** means an option over Micro Focus Shares granted, under the LTIP, which is not subject to performance conditions;

**“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;

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

**“Vested Share Option”** means a PSU or RSU which has vested and become exercisable, or will vest and become exercisable prior to Court Sanction, in accordance with and subject to the rules of the LTIP.

## **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.

Goldman Sachs International, which is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority in the United Kingdom, is acting exclusively for Micro Focus and no one else in connection with the Acquisition and will not be responsible to anyone other than Micro Focus for providing the protections afforded to clients of Goldman Sachs International or for providing advice in connection with the matters referred to in this Letter. No representation or warranty, express or implied, is made by Goldman Sachs International as to the contents of this Letter. Goldman Sachs International has given and not withdrawn its written consent to the issue of this Letter with the inclusion of references to its name in the form and context in which they are included.

Numis Securities Limited, which is authorised and regulated by the Financial Conduct Authority in the United Kingdom, is acting exclusively for Micro Focus and no one else in connection with the Acquisition and the contents of this Letter and will not be responsible to anyone other than Micro Focus for providing the protections afforded to clients of Numis Securities Limited nor for providing advice in relation to the Acquisition, the contents of this Letter, or any matters referred to herein. Neither Numis Securities Limited 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 Numis Securities Limited in connection with this Letter, any statement contained herein or otherwise. Numis Securities Limited has given and not withdrawn its written consent to the issue of this Letter with the inclusion of references to its name in the form and context in which they are included.

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 Bidco, 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.