

This letter (the Letter) is important and explains the impact of the Acquisition on your LTIP and/or RSS Awards 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 independent financial advice immediately from your stockbroker, bank manager, accountant or other independent financial adviser authorised under the Financial Services and Markets Act 2000 (as amended from time to time), if you are taking advice in the United Kingdom, or from another appropriately authorised independent financial adviser if you are in a territory outside the United Kingdom.

**EMIS Group plc
Fulford Grange
Micklefield Lane
Rawdon
Leeds
LS19 6BA**

**Bordeaux UK Holdings II Limited
Moorcrofts LLP Thames House
Mere Park
Dedmere Road
Marlow
Buckinghamshire
SL7 1PB**

To: Participants (the **Participants**) of the EMIS Group plc Long Term Incentive Plan (the **LTIP**).

11 July 2022

Dear Participant,

Recommended Cash Acquisition of EMIS Group plc by Bordeaux UK Holdings II Limited (an affiliate company of Optum Health Solutions (UK) Limited (Optum) and a wholly owned subsidiary of UnitedHealth Group Incorporated (UnitedHealth)).

1. Introduction

As you may be aware, on 17 June 2022 the boards of EMIS Group plc (**EMIS** or the **Company**) and Bordeaux UK Holdings II Limited (**Bidco**) announced that they had reached agreement on the terms of a recommended cash offer pursuant to which Bidco will acquire the entire issued and to be issued ordinary share capital of EMIS (the **Acquisition**).

We are writing to explain how the Acquisition will affect the outstanding options that you hold under the LTIP, including any restricted share awards (the **LTIP and RSS Awards or Awards**) and the decisions you are able to make.

Please read everything in this Letter and the appendices carefully.

If you also hold options or awards under any other share plan operated by EMIS, you will receive a separate communication in relation to those options or awards.

2. The Acquisition

The Acquisition will be implemented by a Court-sanctioned scheme of arrangement (the **Scheme**). This is a procedure that is subject to approval by EMIS Shareholders at shareholder meetings, currently expected to take place on 9 August 2022, and by the Court on a date referred to in this Letter as **Court Sanction**, which is expected to occur before the end of 2022. This is not the date on which the Acquisition will be completed. The Acquisition is currently due to complete a couple of days after Court Sanction when the Scheme becomes effective (also referred to as the **Effective Date** of the Scheme).

The terms of the Scheme are set out in full in the Scheme Document. However, in summary, if the Scheme becomes effective, each EMIS Shareholder will receive **1,925 pence** in cash¹ (the **Acquisition Price**) for each EMIS Share that they hold at the Scheme Record Time (see paragraph 3 below).

A copy of the scheme document containing further details of the Scheme, including certain limited circumstances when an adjustment might be made to the Acquisition Price, (the **Scheme Document**) was sent to EMIS Shareholders on 8 July 2022 and can be found on the EMIS website at <https://governance.emisgroupplc.com/> and on the UnitedHealth and Optum websites at www.unitedhealthgroup.com/investors.html and www.optum.co.uk/.

3. Proposed timetable

The timing of the Acquisition will depend on a number of factors, including approval by the EMIS Shareholders, receipt of certain regulatory and competition clearances and Court Sanction. An expected timeline of key events relating to the Acquisition is set out in the Scheme Document.

It is currently expected that Court Sanction will take place before the end of 2022, with the Effective Date shortly thereafter. **This is an estimated time-frame, so please do not rely on the Scheme taking place before the end of 2022 or at all.** Once the date of Court Sanction is known, EMIS will announce this via a Regulatory Information Service (with such announcement being made available on EMIS' website at <https://governance.emisgroupplc.com/>).

Any EMIS Shares in issue at a time known as the **Scheme Record Time** will automatically be sold to Bidco under the terms of the Scheme and in return Bidco will pay the Acquisition Price. The

¹ Please Note: The Acquisition Price may be adjusted by Bidco if the amount of any Permitted Interim Dividend or Permitted Final Dividend paid by EMIS prior to the Effective Date exceeds 17.60 pence and 21.10 pence respectively.

Scheme Record Time is currently expected to be 6.00pm (UK time) on the business day before the Effective Date.

4. Proposals in relation to your LTIP and RSS Awards

You can find details of the LTIP and RSS Awards that you hold (together the **Awards**) by accessing your account on the EMIS Share Schemes Portal via <https://www.vu-live.com>.

As a consequence of the Acquisition, you are being offered the opportunity to:

- (i) exercise any vested Awards that you hold at Court Sanction (to the extent that they have not already been exercised or lapsed before then) and sell the resulting EMIS Shares to Bidco for the Acquisition Price under the Scheme;
- (ii) exercise any unvested Awards that you hold at Court Sanction – and which vest on Court Sanction, subject to the EMIS Remuneration Committee's decision on performance vesting and time pro-rating (as applicable) – and sell the resulting EMIS Shares to Bidco for the Acquisition Price under the Scheme; and
- (iii) subject to you being an employee of the EMIS Group on the Effective Date, in respect of any unvested Awards that you hold at Court Sanction, receive a cash-settled award under the UnitedHealth Cash-Settled Long Term Incentive Program equal in value (by reference to the Acquisition Price) to the value of any portion of your Awards that lapse as a result of the application of time pro-rating and/or if the relevant performance vesting levels referenced in **Q2 in Appendix 1** to the Letter are not achieved (a **Transition Award**). The Transition Awards will be paid-out in cash, in three equal tranches on each of the first, second and third anniversaries of grant of the Transition Award. The amount paid will be determined by reference to the fair market value of shares of common stock in the capital of UnitedHealth as determined in accordance with the UnitedHealth Cash-Settled Long Term Incentive Program.

As set out above, the extent to which your unvested Awards will vest and become exercisable is subject to the EMIS Remuneration Committee's decision on performance vesting and the application of time pro-rating (as applicable). Any portion of your Award that does not vest as a consequence of this decision, will lapse on the Effective Date.

Based on current forecasts, the EMIS Remuneration Committee's expectation is that the applicable performance conditions or performance underpin will be satisfied, and time pro-rating will be applied, in each case as described in **Q2 in Appendix 1** to this Letter. Once the EMIS Remuneration Committee has made its final assessment of the extent to which your unvested Awards will vest and become exercisable, you will be notified of its decision.

Q4 - Q8 in Appendix 1 contain further details about the Transition Awards.

5. UK Tax summary

Appendix 2 to this Letter sets out a brief summary of the UK tax consequences of the exercise of LTIP and RSS Awards and sale of the resulting EMIS Shares in the context of the Acquisition.

6. Action required

As explained in paragraph 4 above, you can exercise any LTIP and RSS Awards which, at the date of Court Sanction, have either:

- (i) already vested; and/or
- (ii) vest early as a consequence of the Acquisition, subject to the EMIS Remuneration Committee's decision on performance vesting and the application of time pro-rating (as applicable),

in each case by completing and returning the Notice of Exercise accompanying this Letter.

Your LTIP and RSS Awards are 'nil-cost options' which means that there is nothing to pay when you exercise them. Any income tax and employee's National Insurance contributions or other social security contributions for which you are liable on exercise of your Awards (the **Employment Taxes**) will be deducted from the Acquisition Price you receive under the Scheme and paid to HM Revenue & Customs (**HMRC**) on your behalf. **See Appendix 2** for further details.

If you wish to exercise your LTIP and RSS Awards on the terms set out in this Letter, you are requested to complete and return the Notice of Exercise accompanying this Letter **as soon as possible and, in any event, no later than 5.00 pm (UK time) on 9 August 2022**. By completing and returning the Notice of Exercise by this deadline, you agree and acknowledge that the instructions to exercise your LTIP and RSS Awards set out in the Notice of Exercise will be conditional on, and take effect from, Court Sanction (and not before). You must return the Notice of Exercise to execshareplans@ybs.co.uk.

If the exercise takes place, Bidco will then arrange for the Acquisition Price (net of any Employment Taxes) to be paid to you through the next practicable EMIS payroll following the Effective Date.

7. What happens if you do nothing?

It is important that you take the appropriate course of action in relation to your Awards as soon as possible. In particular, your Awards will only be exercisable for a limited period under the rules of the LTIP and if you do nothing, **your Awards will lapse and cease to be of any value on the Effective Date in accordance with rule 32.3 of the LTIP**.

Please also note that nothing in this Letter or the Scheme Document extends the exercise period of your Awards. The effect of the Acquisition is to shorten the normal period of exercise of your Awards as set out in the rules of the LTIP.

Under rule 32.2 of the LTIP, the EMIS Remuneration Committee has determined that your Awards may be exercised conditional on Court Sanction, and if they are not exercised in the period between Court Sanction and the Effective Date, your Awards will lapse on the Effective Date under rule 32.3 of the LTIP.

8. What happens if you leave the EMIS Group?

If you cease to be an employee of the EMIS Group before Court Sanction, then the leaver provisions in the LTIP rules will apply to your Awards and any choices you may have made under the Notice of Exercise may no longer be valid. You will receive further details at the applicable time if this becomes relevant to you. Please also see **Q8 of Appendix 1** for further details.

9. Recommendation of EMIS Directors

The EMIS Directors, who have been so advised by Numis as to the financial terms of the proposals, consider the terms of the proposals set out in this Letter, to be fair and reasonable in the context of the Acquisition. In providing their advice to the EMIS Directors, Numis has taken into account the commercial assessments of the EMIS Directors. Numis is providing independent financial advice to the EMIS Directors for the purposes of Rule 15 of the Takeover Code.

The EMIS Directors recommend that you accept the proposals and exercise your Awards in accordance with the terms of this Letter.

10. Further Information

If you are in any doubt as to what action to take or as to your financial and/or tax position, you should consult your own independent financial adviser duly authorised under the Financial Services and Markets Act 2000 (as amended from time to time) if you are resident in the United Kingdom or, if not, consult another appropriately authorised independent financial adviser, without delay.

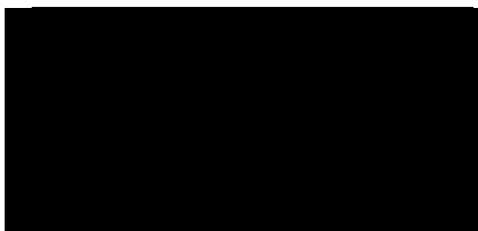
If you have any queries in relation to this Letter, how to complete and return the Notice of Exercise or how to access the EMIS Share Schemes Portal, you should contact the **EMIS HR Team** at by email on **myfeedback@emisgroupplc.com** without delay.

Please note, however, that neither the HR Team nor anyone else at EMIS, Bidco or UnitedHealth, nor any of their employees, will be able to advise you of the course of action that you should take in relation to your Awards nor give you any legal, tax, financial or investment advice on the Acquisition. **You are reminded that if Court Sanction is obtained and if you fail to take any action, your Awards will lapse on the Effective Date and cease to be of any value.**

If you have received this Letter electronically, you may request a hard copy of this Letter, free of charge, by emailing execshareplans@ybs.co.uk. You may also request that all future documents,

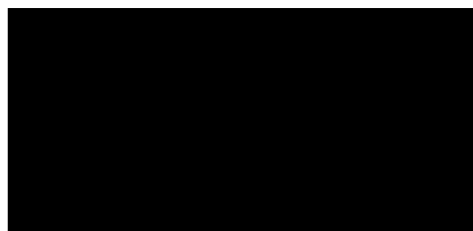
announcements and information to be sent to you in relation to the Acquisition should be in hard copy form.

Yours faithfully



for and on behalf of

EMIS Holdings PLC



for and on behalf of

Bordeaux UK Holdings II Limited

Notes

- (i) The proposals described in this Letter and acceptances in respect thereof shall be governed by and construed in accordance with English law.
- (ii) A copy of the rules of the LTIP is available for inspection at Fulford Grange, Micklefield Lane, Rawdon, Leeds LS19 6BA during usual business hours or upon request to EMIS's Company Secretary, at the same address.
- (iii) Unless the context otherwise requires, words and expressions defined in the Scheme Document and the rules of the LTIP have the same meaning in this Letter relating to EMIS and the LTIP. In the event of any differences between this Letter and its appendices, and the rules of the LTIP and the relevant legislation, the rules of the LTIP and the legislation will prevail.
- (iv) The EMIS Directors, whose names are set out in paragraph 2.1 of Part 7 in the Scheme Document, accept responsibility for the information contained in this document (including expressions of opinion), other than information for which responsibility is taken by the Bidco Directors and the UnitedHealth Group Responsible Person pursuant to paragraph (v) below. To the best of the knowledge and belief of the EMIS 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.
- (v) The Bidco Directors and the UnitedHealth Group Responsible Person whose names are set out in paragraphs 2.2 and 2.3 of Part 7 in the Scheme Document respectively, accept responsibility for the information (including expressions of opinion) contained in this document relating to Bidco, Optum UK, UnitedHealth Group and the Wider Optum Group (as defined in the Scheme Document), the Bidco Directors and their respective members of their immediate families, related trusts and persons connected with the Bidco Directors or the UnitedHealth Group Responsible Person, and persons acting in concert (as such term is defined in the Takeover Code) with Bidco. To the best of the knowledge and belief of the Bidco Directors and the UnitedHealth Group Responsible Person (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.
- (vi) Numis, which is authorised and regulated in the United Kingdom by the FCA, is acting exclusively as financial adviser, corporate broker and nominated adviser for EMIS and no one else in connection with the Acquisition and will not be responsible to anyone other than EMIS for providing the protections afforded to clients of Numis nor for providing advice in relation to the Acquisition, the contents of this Letter or any other

matters referred to in this Letter. Neither Numis 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 in connection with this Letter, any statement contained herein or otherwise.

- (vii) Numis has given and not withdrawn its written consent to the issue of this Letter with the inclusion of the references to its name in the form and context in which it appears.
- (viii) Robey Warshaw, which is authorised and regulated in the United Kingdom by the FCA, is acting exclusively as financial adviser for UnitedHealth Group and Bidco and no one else in connection with the Acquisition and will not be responsible to anyone other than UnitedHealth Group and Bidco for providing the protections afforded to clients of Robey Warshaw or for providing advice in relation to the Acquisition, the contents of this Letter or any other matters referred to in this Letter. Neither Robey Warshaw 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 Robey Warshaw in connection with this Letter, any statement contained herein or otherwise.
- (ix) Robey Warshaw has given and not withdrawn its written consent to the issue of this Letter with the inclusion of the references to its name in the form and context in which it appears.
- (x) Accidental omission to despatch this Letter to, or any failure to receive the same by, any person to whom the proposals are made or should be made, shall not invalidate the proposals in any way.

APPENDIX 1 - Q&AS

1. How does the Acquisition affect my vested Awards and what do I have to do to exercise them and acquire EMIS Shares??

Normally your vested Awards would be exercisable up to the tenth anniversary of grant (or such earlier date as may be specified in your original option certificates or agreements), unless they lapse earlier under the rules of the LTIP.

If the Acquisition goes ahead, the exercise period for your vested Awards will end early. Your vested Awards will lapse on the Effective Date ***unless they lapse earlier under the rules of the LTIP***. If you wish to exercise your vested Awards in connection with the Acquisition, an explanation of the steps you will need to take is set out in Q3 below. If you wish to exercise your vested Awards prior to the Acquisition (and outside of the terms of this Letter) please follow the instructions on the EMIS Share Schemes Portal via <https://www.vu-live.com>.

If Court Sanction does not happen for any reason, your vested Awards will continue to be exercisable until their normal lapse date, subject to the rules of the LTIP.

2. How does the Acquisition affect my unvested Awards?

As a result of the Acquisition, your unvested Awards will vest early (if they have not already vested) and become exercisable on Court Sanction, unless they lapse earlier under the rules of the LTIP.

The extent to which your unvested Awards will vest and become exercisable is subject to: (i) the satisfaction of certain performance conditions and underpins as set out in the option certificates or agreements sent to you at the time of grant; and (ii) unless the EMIS Remuneration Committee decides otherwise, time pro-rating.

Based on the information available to the EMIS Remuneration Committee, it is the **current assessment** of the EMIS Remuneration Committee that your unvested Awards will vest and become exercisable in connection with the Acquisition on the following basis:

| (1) Year of Award | (2) Performance vesting | (3) Time Vesting | (4) Total Vesting |
|--|----------------------------|---------------------|----------------------|
| 2020 LTIP Award ** | 100% | 100% | 100% |
| 2021 LTIP and RSS Awards ** | 100% | 100% | 100% |
| 2022 LTIP and RSS Awards * ** | 100% | 50% | 50% |

*the 2022 LTIP and RSS Awards will qualify for a Transition Award (see Q4 below).

** In addition, you will qualify for a Transition Award if the relevant performance vesting levels set out in column (2) above (each a **Tracking Performance Vesting Level**) are not achieved (to make up the difference between that performance vesting level and the relevant Tracking Performance Vesting Level).

Once the EMIS Remuneration Committee has made its final assessment on the extent to which your unvested Awards will vest and become exercisable and whether time pro-rating will apply, you will be notified of its decision. Any portion of your unvested Award that does not vest as a result of this assessment will lapse on the Effective Date.

3. When will my unvested Awards vest and become exercisable and what do I have to do to exercise them and acquire EMIS Shares?

If Court Sanction is obtained, the EMIS Remuneration Committee has determined in accordance with rule 32.2 of the LTIP that your unvested Awards will vest and become exercisable in the period commencing on Court Sanction and ending on the Effective Date.

To exercise your vested Awards in connection with the Acquisition, to the maximum extent possible, you need to complete and return the Notice of Exercise accompanying this Letter, **by 5.00 pm (UK time) on 9 August 2022**. Exercise is conditional upon, and with effect from, Court Sanction (**and will not occur before then**).

Once exercised, the relevant number of EMIS Shares will be issued or transferred to you, on or before the Scheme Record Time, so that they can be sold to Bidco under the Scheme in return for the Acquisition Price.

The Acquisition Price will be paid to you through the next practicable EMIS payroll following the Effective Date so that the correct Employment Taxes are withheld and accounted for to HMRC /other relevant tax authority. As regards the UK tax treatment of your Awards, please see **Appendix 2**.

4. Do I get anything for any portion of my Awards which don't vest on Court Sanction as expected in the table in Q2?

If you hold any 2022 LTIP Awards and/or 2022 RSS Awards you will be granted a cash settled award (the **Transition Award**) with a value at grant, by reference to the Acquisition Price, equal to the aggregate value of the EMIS Shares subject to your 2022 Awards that lapse due to time pro-rating (i.e., 50%).

In addition, the Transition Award will include a value at grant, by reference to the Acquisition Price, equal to the aggregate value of the EMIS Shares subject to your Awards that lapse due to the relevant Tracking Performance Vesting Level not being achieved (per the table in Q2 above).

Save as set out above, if any Awards that you hold are subject to performance vesting, you will not receive anything for any portion of such Awards that lapse due to performance vesting levels being above the relevant Tracking Performance Vesting Level but below 100%.

More details are set out at Q5 to Q8 below.

5. What are the terms of the Transition Awards and how will they be calculated?

The value of any Awards that you hold that do not vest in full in connection with the Acquisition due to time pro-rating or performance vesting levels being below the relevant Tracking Performance Vesting Level will be added together and replaced with a Transition Award.

The Transition Awards will be calculated as follows:

$$([A + B] \times C) = D$$

Where:

A is the total number of EMIS Shares comprised in the portion of a Participant's Award that does not vest on Court Sanction due to time pro-rating;

B is to the total number of EMIS Shares comprised in the portion of a Participant's Award that does not vest on Court Sanction due to the relevant Tracking Performance Vesting Level not being achieved;

C is the Acquisition Price; and

D is the GBP value at grant of the new Transition Award.

By way of illustrative example only:

If you hold a 2022 LTIP Award over 2,000 EMIS Shares and a 2022 RSS Award over 1,000 EMIS Shares, and assuming that the performance vesting of these Awards achieved 100%:

- (i) 50% of the total number of EMIS Shares (i.e., 1,500 EMIS Shares) will vest on Court Sanction and be sold to Bidco under the Scheme for 1,925 pence per EMIS Share (£28,875 gross of tax);
- (ii) and the value of the remaining 50% (i.e., a further 1,500 EMIS Shares), calculated by reference to the Acquisition Price of 1,925 pence per EMIS Share, will lapse and be replaced with a Transition Award over a notional number of shares in the capital of UnitedHealth with a value under the UnitedHealth Cash-Settled Long Term Incentive Program of £28,875 (gross of tax) at the time of grant of that Transition Award.

6. What conditions will apply to the Transition Awards?

The Transition Awards will be documented in a separate award agreement made with each relevant Participant under the rules of the UnitedHealth Cash-Settled Long Term Incentive Program.

The Transition Awards will only be granted to Participants who are employees of the EMIS Group on the Effective Date (see Q7 below).

the Transition Awards will be paid-out in cash, subject to continued employment, in **three equal tranches** on each of the first, second and third anniversaries of grant (each a **Transition Award Vesting Date**). The amount paid will be determined by reference to the fair market value of shares of common stock in the capital of UnitedHealth as determined in accordance with the UnitedHealth Cash-Settled Long Term Incentive Program. 'Good Leaver' and 'Bad Leaver' provisions will apply, the details of which can be found at Q9 below.

For the avoidance of doubt, the Transition Awards will **not** be subject to any further performance conditions or underpins.

7. When will the Transition Awards be granted?

The Transition Awards will be granted by the Compensation and Human Resources Committee of the Board of Directors of UnitedHealth in the next available grant window following the Effective Date. For example, if completion of the Acquisition takes place in September 2022, the next available grant window is expected to be in November 2022.

8. What if I leave EMIS before the Effective Date?

Before the Effective Date, the leaver rules under the LTIP will apply in the normal way to your Awards. Depending on the reason(s) for leaving, your Awards may lapse or you may be permitted to retain some or all of your Awards until the Effective Date.

If you resign, for example, both your vested and unvested Awards will lapse at the point of resignation and the Scheme does **not** change this. Under the rules of the LTIP, you will be treated as ceasing to be an employee of the EMIS Group when you no longer hold any office or employment with any member of the EMIS Group or, if earlier, on the date you give or receive notice to terminate your employment.

If you are a 'good leaver' under the LTIP rules, for example by reason of disability, ill-health injury or redundancy, you may be permitted to retain your Awards until the Effective Date and if this is the case, then you will be eligible to participate in the Scheme on the terms set out in this Letter.

Either way, however, you will not be eligible to receive a Transition Award once you have become a leaver.

9. What if I leave EMIS after the Effective Date?

Any Transition Award granted to you will be subject to its own 'Good Leaver' and 'Bad Leaver' provisions as more particularly set out in the rules of the UnitedHealth Group Incorporated Cash Settled Long Term Incentive Program (the **UnitedHealth LTIP**) and the separate award agreement made with each relevant Participant. By way of summary, you will be a Good Leaver if you leave in the following circumstances:

- (i) Death or permanent long-term disability; or
- (ii) Termination of employment that results in statutory redundancy or severance or separation pay being paid to you (as more particularly described in the UnitedHealth LTIP);

If you leave employment by reason of death or permanent long-term disability, your Transition Award will vest in full as soon as practicable on or after the date of termination of your employment.

If the termination of your employment results in statutory redundancy or severance or separation pay being paid to you, your Transition Award will be subject to reduction by reason of time pro-rating, and will vest and be paid to you as soon as practicable on or after the relevant Transition Award Vesting Date or, if the Compensation and Human Resources Committee of the Board of Directors of UnitedHealth so determines (in its absolute discretion), as soon as reasonably practicable after the date of termination of employment if earlier.

Any payment on vesting of a Transition Award will be made subject to any required deductions and withholdings for income tax and employee's National Insurance and other social security contributions in the usual way.

If you are not a 'Good Leaver' you will be a 'Bad Leaver' and your Transition Award will lapse.

10. What if the Acquisition does not go ahead?

If the Court does not sanction the Scheme, your LTIP Awards will remain unaffected and will continue as before, subject to the rules of the LTIP. Your unvested LTIP Awards will **not** vest early and no portion of your Awards will be replaced with a Transition Award.

11. What are the UK Tax consequences of the Acquisition?

Please refer to Appendix 2.

12. Who should I ask any questions I have in relation to the content of the Letter and this Appendix?

If you have any questions about this Letter, please email the **EMIS HR Team** on myfeedback@emisgroupplc.com. Please note, however, that neither the HR Team nor anyone at EMIS, Bidco or UnitedHealth, nor any of their employees, will be able to advise you of the course of action that you should take in relation to your Awards nor provide you with any legal, tax, financial or investment advice on the Acquisition.

If you are in any doubt about what action you should take you should consult with an independent financial adviser without delay.

APPENDIX 2 – TAX SUMMARY

This Appendix is intended as a general guide to the **UK tax** implications of the exercise of your Awards and the resulting EMIS Shares participating in the Scheme if you are resident and domiciled for tax purposes in the UK only, at all material times. This Appendix is not a full description of all the circumstances in which a tax liability may arise. **If you are in any doubt as to your tax position or if you are subject to taxation in any jurisdiction other than the United Kingdom, you should consult an appropriate professional adviser without delay.**

1. Income tax and National Insurance Contributions

- 1.1 When an Award is exercised, an income tax and employee's National Insurance contributions charge (the **Tax Liability**) will arise on the market value of the EMIS Shares you acquire (the **Award Gain**). While we do not know what the market value of EMIS Shares will be at the relevant time, in order to plan ahead, you may find it useful to note that under, and subject to the terms of, the Acquisition Bidco is offering 1,925 pence in cash for each EMIS Share.
- 1.2 The Tax Liability must be accounted for by EMIS (or the relevant employing company) to HMRC on your behalf through PAYE (see paragraph 2 below).

2. Recovery of Income Tax and National Insurance Contributions through PAYE

- 2.1 EMIS will deduct from the total Acquisition Price payable to you, an amount equal to the Tax Liability due and account for the same to HMRC under the PAYE system.
- 2.2 You will then receive the net amount due to you through the relevant EMIS payroll.

3. Capital gains tax

Awards exercised prior to Court Sanction and the resulting EMIS Shares are kept until the Scheme Record Time and sold to Bidco under the Acquisition:

- 3.1 If you hold Awards that have already vested or vest before Court Sanction, and you exercise your Awards before Court Sanction, keep the resulting shares until the Scheme Record Time and then sell the shares through the Scheme, any excess of the Acquisition Price over the market value of the EMIS Shares on the date of exercise may be subject to capital gains tax (**CGT**) to the extent that the excess (together with any other capital gains) exceeds your CGT annual exemption in the relevant tax year (see below).
- 3.2 You will not be liable to CGT unless your total chargeable gains (less allowable losses) from all sources for the applicable tax year exceed the annual exemption, which for 2022/2023 is **£12,300**. Currently, basic rate tax-payers pay CGT at a rate of 10%, whilst higher and additional rate tax-payers pay CGT at a rate of 20%. To the extent that a CGT charge arises, you must declare and pay any CGT under self-assessment (see paragraph 4 below).

Awards exercised on Court Sanction and the resulting EMIS Shares sold to Bidco under the Acquisition:

- 3.3 If you exercise your Awards on Court Sanction and sell the resulting shares through the Scheme, no CGT liability is expected to arise because you will have paid the Tax Liability and the amount on which you paid income tax is the base cost of those EMIS Shares. As a consequence, there should not be any gain which is chargeable to CGT on the disposal of any EMIS Shares you acquired on the exercise of your Awards (i.e. above the Award Gain).

4. Accounting For Tax Under Self-Assessment

- 4.1 Under the self-assessment regime, taxpayers are required to provide HMRC with all the information needed to calculate their taxable income (from all sources) and any chargeable gains. The calculation of tax may then be carried out either by the taxpayer or by HMRC. The time limit for filing a return on-line and paying your tax (if any) for the 2022/2023 tax year is 31 January 2024.
- 4.2 If your Award is exercised whilst you continue to be an employee or director of EMIS (or another company within the EMIS group), the entire Tax Liability due will be accounted for under PAYE directly to HMRC (and if this is the case you should not need to complete a tax return). If your Award is exercised after you have ceased to be an employee or director of EMIS, or another company within the EMIS group (and you are a higher or additional rate taxpayer), then there may be some further income tax to pay under the self-assessment regime described above (and if this is the case you must complete a tax return).