

THIS LETTER IS IMPORTANT AND REQUIRES YOUR IMMEDIATE ATTENTION.

IF YOU ARE IN ANY DOUBT AS TO WHAT ACTION YOU SHOULD TAKE, YOU ARE RECOMMENDED TO SEEK YOUR OWN PERSONAL FINANCIAL ADVICE IMMEDIATELY FROM YOUR STOCKBROKER, BANK MANAGER, SOLICITOR, ACCOUNTANT OR OTHER INDEPENDENT PROFESSIONAL ADVISER WHO IS AUTHORISED UNDER THE FINANCIAL SERVICES AND MARKETS ACT 2000 (AS AMENDED) IF YOU ARE RESIDENT IN THE UNITED KINGDOM OR FROM AN APPROPRIATELY AUTHORISED INDEPENDENT FINANCIAL ADVISER IF YOU ARE RESIDENT IN A RELEVANT TERRITORY OUTSIDE THE UNITED KINGDOM.

This letter is addressed only to holders of options granted under the Crossrider Limited 2014 Global Share Equity Plan (the "**Kape Share Plan**") (the "**Options**"). It should be read only in conjunction with the offer document, which was sent to shareholders of Kape Technologies plc ("**Kape**") and to holders of the Options on 8 March 2023 (the "**Offer Document**"). The Offer Document contains a cash offer by Unikmind Holdings Limited ("**Unikmind**") to acquire the entire issued and to be issued share capital of Kape not already held by Unikmind.

Letter to holders of Options

relating to the Offer

for

Kape Technologies plc

(registered in Isle of Man with company registration number 011402V)

by

Unikmind Holdings Limited

(registered in the Isle of Man with company registration number 016791V)

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The release, publication, or distribution of this letter in or into certain jurisdictions other than the United Kingdom or the Isle of Man may be restricted by law and therefore any persons who are subject to the laws of any jurisdiction other than the United Kingdom or the Isle of Man should inform themselves about, and observe, any applicable requirements. Any failure to comply with the applicable restrictions may constitute a violation of the securities laws of such jurisdiction.

Unikmind Holdings Limited

Registered office:

Fort Anne,
South Quay
Douglas
Isle of Man
IM1 5PD

8 March 2023

Dear Optionholder,

CASH OFFER FOR KAPE TECHNOLOGIES PLC BY UNIKMIND HOLDINGS LIMITED

1. INTRODUCTION AND SUMMARY

The Board of Unikmind Holdings Limited ("**Unikmind**"), a company incorporated in the Isle of Man, wholly-owned by Mr. Teddy Sagi, and the holder of approximately 54.24 per cent. of the issued ordinary shares of Kape Technologies plc ("**Kape**" or the "**Company**"), has announced the terms of, and published the Offer Document in relation to, a cash offer made by Unikmind to acquire the issued and to be issued share capital of Kape not already held by Unikmind (the "**Offer**").

Regardless of the outcome of the Offer, Unikmind intends to requisition a general meeting of Kape to seek to pass a resolution to delist Kape from AIM as soon as reasonably practicable following the Offer.

We are writing to you, as the holder of vested or to be vested "in the money" options, to let you know how you can exercise your vested options conditional on the Offer becoming or being declared unconditional and take part in the Offer with respect to the shares in Kape that you acquire on exercise (the "**Exercise and Acceptance Proposal**" or "**Proposal**").

The Exercise and Acceptance Proposal is only available to optionholders with options that are "in the money" - namely those options with an exercise price which is lower than the Offer price of US\$3.44 (the "**Offer Price**"), being indicatively equivalent to 288 pence per share of Kape (the "**Kape Shares**") based on the Offer Document Exchange Rate of £1:US\$1.1949 (as at 00:00 UKT on 3 March 2023) and 285 pence per Kape Share based on the Announcement Exchange Rate (of £1:US\$1.2058 as at 21:59 UKT on 10 February 2023), (the "**Exercisable Options**").

Your exercise of Exercisable Options and acceptance of the Offer under the Exercise and Acceptance Proposal will only become effective upon the Offer becoming or being declared unconditional.

If you choose to exercise your Exercisable Options and to accept the Offer under the Exercise and Acceptance Proposal, Kape Shares will be issued to you in satisfaction of your Exercisable Options and such resulting Kape Shares will then be transferred to Unikmind for the Offer Price. You will not need to fund the aggregate exercise price payable for the Kape Shares to be acquired on exercise of your Exercisable Options as this amount

shall be deducted from the Offer Price payable to you for your Kape Shares based on the prevailing exchange rate relevant at that time.

Further details on how to accept the Proposal are set out below.

This letter sets out in detail the effect of the Offer on your outstanding Options and the courses of action which are available to you in relation to those Options. Please refer to the Offer Document for the position regarding any Kape Shares that you may have already acquired, including pursuant to the Kape Share Plan.

A copy of this letter and the Offer Document can be found on Unikmind's website at <http://www.unikmind-holdings.com/> and on Kape's website at <https://investors.kape.com/kape-technologies-offer>

2. OFFER DOCUMENT

You will have received, under separate cover, a copy of the Offer Document which should be read in conjunction with this letter. If you have not received a copy of the Offer Document, or have mislaid your copy, please contact the Receiving Agent, Equiniti on +44 371 384 2050 (from within the UK). Calls are charged at the standard geographic rate and will vary by provider. Calls outside the United Kingdom will be charged at the applicable international rate. The helpline is open between 8.30 a.m. and 5.30 p.m. (London time), Monday to Friday excluding public holidays in England and Wales or the Isle of Man. Please note that Equiniti cannot provide any financial, legal or tax advice and calls may be recorded and monitored for security and training purposes.

If you have received this letter in electronic form, copies of this letter and any document or information incorporated by reference into this letter will not be provided in hard copy unless such a request is made. You may request a hard copy of this letter and/or any information incorporated into this letter by reference to another source by contacting the Receiving Agent, Equiniti on +44 371 384 2050. You may also request that all future documents, announcements and information to be sent to you in relation to the Offer and/or the Proposal should be in hard copy form.

3. THE OFFER

Under the terms of the Offer, which is subject to the Conditions and further terms set out in the Offer Document, and, in respect of Kape Shares held in certificated form, in the Form of Acceptance, Kape Shareholders will be entitled to receive:

US\$3.44 in cash for each Kape Share

which based on the Offer Document Exchange Rate is equivalent to 288 pence per Kape Share and at the Announcement Exchange Rate was equivalent to 285 pence per Kape Share

The Offer values the entire issued and to be issued share capital of Kape at approximately US\$1.51 billion (calculated on the basis described in Appendix II of the Offer Document), which was equivalent to £1.25 billion at the Announcement Exchange Rate and is equivalent to £1.26 billion at the Offer Document Exchange Rate.

The Offer is subject to the Conditions set out in Appendix I of the Announcement and Part A of Appendix 1 of the Offer Document. In particular, you should note that the Offer is subject to valid acceptances of the Offer having been received (and not validly withdrawn in accordance with the rules and requirements of the Code and the terms of the Offer) by no later than 1.00 p.m. (London time) on the Unconditional Date (or such other times and/or dates as Unikmind may specify, subject to the rules of the Code and where applicable with the consent of the Panel) in respect of such number of Kape Shares as shall, when aggregated with the Kape Shares already held by Unikmind at the date of the Announcement and any Kape Shares acquired or unconditionally agreed to be acquired (whether pursuant to the Offer or otherwise) by Unikmind and/or any of its wholly-owned subsidiaries, represent Kape Shares carrying in aggregate at least 70 per cent. of the voting rights then exercisable at a general meeting of Kape (or such lesser percentage as Unikmind may decide, with the consent of Kape, provided that Unikmind together with its wholly-owned subsidiaries shall hold or have acquired or agreed to acquire (whether pursuant to the Offer or otherwise), directly or indirectly, Kape Shares carrying in aggregate more than 50 per cent. of the voting rights then normally exercisable at a general meeting of Kape) (the “**Acceptance Condition**”). Unless the Panel consents otherwise, the Acceptance Condition shall only be capable of being satisfied when all other Conditions set out in Part A of Appendix 1 of the Offer Document have been satisfied or waived.

Holders of options under the Kape Share Plan with an exercise price higher than the Offer Price of US\$3.44, being indicatively equivalent to 288 pence per share of Kape (the “**Kape Shares**”) based on the Offer Document Exchange Rate and 285 pence per Kape Share based on the Announcement Exchange Rate (ie “out of the money” options), will not receive the Proposal, as participants would have to pay more per Kape Share to exercise their out of the money options than they would receive if they exercised their options and accepted the Offer.

4. OPTIONS GRANTED UNDER THE KAPE SHARE PLAN

Vested Options

The Exercise and Acceptance Proposal is open to all optionholders with vested “in the money” options. The Exercise and Acceptance Proposal is not open to optionholders with vested “out of the money” options.

Unikmind has been informed by Kape that the Remuneration Committee of the Company has exercised its discretion under the Kape Share Plan to resolve that all of the options and other awards under the Kape Share Plan (which are “in the money” i.e. the Exercisable Options), will, if the Offer becomes unconditional, vest in full and that all performance conditions will be waived.

Unikmind is currently intending to put in place arrangements whereby any Kape Shares issued on exercise of Share Options after the date on which the Offer becomes unconditional and which are not accepted in relation to the Offer in the permitted timeframe will be automatically transferred to Unikmind on the same terms (and for the same cash price per Kape Share) as the Offer (other than the terms as to timing and formalities) .

If you choose to accept the Offer with respect to your Exercisable Options, the aggregate exercise price payable by you for the resulting Kape Shares shall be deducted from the aggregate Offer Price payable to you for your Kape Shares, based on the prevailing exchange rate relevant at that time.

If your options are "out of the money"

You are not able to participate in the Proposal to the extent that you are the holder of vested Share Options with an exercise price which is more than the Offer Price.

Unvested Options

If the Offer does not become or is not declared unconditional, your outstanding Share Options under the Kape Share Plans that have not vested at that date shall continue with their current vesting schedule. The decision of the Remuneration Committee of the Company to exercise its discretion under the Kape Share Plan to the effect that all of the options and other awards which are "in the money" will vest in full and that all performance conditions will be waived only applies if the Offer becomes or is declared unconditional.

Kape Shares

If you have Kape Shares that you have already acquired, including pursuant to the Kape Share Plans, please refer to the Offer Document for your potential courses of action in relation to those Kape Shares.

5. ACTION TO BE TAKEN

The action you should take is a matter for you alone. If you want to exercise your Exercisable Options conditional upon the Offer becoming or being declared unconditional, you need to complete and return the enclosed Exercise Notice to **uk_kapeshareawards@pwc.com** so as to arrive as soon as possible and in any event to arrive by no later than 1.00 p.m. (London time) on 5 May 2023.

Please read the terms and conditions printed on the Exercise Notice carefully before you complete the form.

No acknowledgement of receipt of documents will be given.

If you do not accept the Proposal but exercise your Exercisable Options after the Offer becomes or is declared unconditional, please note:

- **you will need to fund the exercise price yourself;**

- **you will need to make arrangements to fund any income tax and employee social security contributions that are due on the exercise of your Options and you will not be able to take advantage of the "cashless exercise" mechanism for exercising your Options that is being facilitated as part of the Proposal;**

- Unikmind is currently intending to put in place arrangements whereby any Kape Shares issued on exercise of Share Options after the date on which the Offer becomes unconditional and which are not accepted in relation to the Offer in the permitted timeframe will be automatically transferred to Unikmind on the same terms (and for the same cash price per Kape Share) as the Offer (other than the terms as to timing and formalities);

- Unikmind intends to requisition a general meeting of Kape to seek to pass a resolution to delist Kape from AIM as soon as reasonably practicable following the Offer. **If you do in future exercise your Underwater Options and Unikmind is not able to put in place such arrangements, you may be left holding Kape Shares at a time when the Kape Shares have been delisted from AIM. You may find it difficult to sell your Kape Shares after any delisting.**

If you do nothing and do not exercise your Options, your Options will not lapse on the Offer becoming or being declared unconditional and will continue to subsist under its terms and subject to the rules of the Kape Share Plan.

6. TAXATION

If you choose to exercise your Exercisable Options, you will likely be subject to income tax (and, if applicable, social security contributions and any contributions and levies which may arise on the exercise of your Exercisable Options, on receipt of the Kape Shares and/or sale of the Kape Shares) (collectively the "**Option Tax**"). Where required, your Option Tax will be deducted from the sale proceeds payable to you under the Offer and will be remitted to the relevant tax authorities on your behalf.

You are required to comply with any reporting obligations with respect to the exercise of your Options and the sale of the resulting Kape Shares and pay any amounts due that are not withheld directly to the relevant tax authorities.

Please note that the information in this section 6 represents an understanding as at the date of this letter which has been provided for general information purposes only. It does not constitute legal or tax advice. If you are in any doubt as to your personal tax position, you should consult an appropriate professional adviser without delay.

7. FURTHER INFORMATION

If you are in any doubt as to what action you should take in relation to the Offer and/or your Options, you should consult your own professional adviser or other financial adviser duly authorised under the Financial Services and Markets Act 2000 (as amended) immediately. However, if you have any queries about how to complete the Exercise Notice, you should contact the Receiving Agent, Equiniti on +44 371 384 2050 (from within the UK). Calls are

charged at the standard geographic rate and will vary by provider. Calls outside the United Kingdom will be charged at the applicable international rate. The helpline is open between 8.30 a.m. and 5.30 p.m. (London time), Monday to Friday excluding public holidays in England and Wales or the Isle of Man. Please note that Equiniti cannot provide any financial, legal or tax advice and calls may be recorded and monitored for security and training purposes.



Director

For and on behalf of **Unikmind Holdings Limited**

Notes

- (i) Unless the context otherwise requires, words and expressions defined in the Offer Document have the same meanings in this letter.
- (ii) In the event of any conflict between this letter, the rules of the Kape Share Plan and the relevant legislation, the rules of the Kape Share Plan and the relevant legislation will prevail.
- (iii) The Unikmind Directors each accept responsibility for the information contained in this letter. To the best of the knowledge and belief of the Unikmind 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.
- (iv) The distribution of this letter in or into jurisdictions other than the United Kingdom or the Isle of Man 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. Failure to comply with any such restrictions may constitute a violation of the securities laws of any such jurisdiction.
- (v) This letter is for individuals that hold Share Options under the Kape Share Plan which are "in the money".
- (vi) HSBC has given, and not withdrawn, its consent to the issue of this letter with the references to its name in the form and context in which they appear.
- (vii) This letter does not constitute the giving of investment advice, nor a part of any advice on investment decisions. If you are in any doubt about the contents of this letter or what action you should take, you are recommended to seek your own independent financial advice immediately from your stockbroker, bank manager, solicitor, accountant or other financial adviser duly authorised under the Financial Services and Markets Act 2000 (as amended) if you are resident in the United Kingdom or, if not, from another appropriately authorised independent financial adviser.
- (viii) Please note that neither Unikmind nor any of its directors or advisers are providing you with legal advice in connection with this letter, the Offer or the Proposals. If you feel that you need legal advice, you should seek your own personal advice immediately from an independent solicitor.
- (ix) Accidental omission to despatch this letter or the Exercise Notice or any failure to receive the same by, any person to whom the Proposal contained in this letter is made or should be made, will not invalidate the Proposal in this letter in any way.
- (x) This letter (together with the Exercise Notice) is governed by and should be construed in accordance with English law.

EXERCISE NOTICE

THIS DOCUMENT IS IMPORTANT AND REQUIRES YOUR IMMEDIATE ATTENTION

This exercise notice (the “**Exercise Notice**”) should be read in conjunction with the Offer Document which was sent to shareholders of Kape Technologies plc on 8 March 2023 and the letter sent to holders of in-the-money Options on 8 March 2023 (the “**Letter**”). This Exercise Notice and the Letter are to be treated together as forming a single binding agreement. The definitions used in the Offer Document and the Letter apply in this Exercise Notice save where the context otherwise requires.

The exercise of your Options pursuant to this Exercise Notice is subject to the Offer becoming or being declared unconditional.

To: Kape Technologies plc

1. EXERCISE OF EXERCISABLE OPTIONS

By signing this Exercise Notice, I, being the holder of Exercisable Options, hereby:

- a) agree to exercise the Exercisable Options held by me to the maximum extent possible;
- b) irrevocably accept the Offer; and
- c) agree that the Kape Shares that I acquire on exercise of the Exercisable Options held by me shall be automatically sold to Unikmind pursuant to the terms of the Offer.

I acknowledge that the exercise of my Exercisable Options will take effect on the day that the Offer becomes or is declared unconditional. This Exercise Notice will not have any effect, if the Offer does not become or is not declared unconditional.

Subject to the following paragraphs, this Exercise Notice will be of no effect unless (a) a pdf or picture of the duly completed Exercise Notice is sent and received at uk_kapeshareawards@pwc.com or (b) you indicate your consent to this Exercise Notice on the terms set out herein by email to uk_kapeshareawards@pwc.com, no later than 1.00 pm (London time) on 5 May 2023.

2. Declaration

By completing and signing this irrevocable Exercise Notice as a deed (or by electronically indicating my acceptance to it), I confirm that I have read and understood the Letter and irrevocably make the choices indicated in section 1 above, and I:

- (i) exercise the Exercisable Options held by me to the maximum extent possible;
- (ii) agree that the exercise of my Exercisable Options will not take effect until the date that the Offer becomes or is declared unconditional;
- (iii) agree that if any of my Exercisable Options have lapsed or lapse before the exercise takes effect, completion of this Exercise Notice will be void and of no effect in respect of such Exercisable Options;
- (iv) acknowledge that neither Kape nor Unikmind will be responsible for any consequential loss in the event of this Exercise Notice being completed incorrectly and that neither Kape nor Unikmind is obliged to obtain clarification of my instructions;
- (v) agree that this Exercise Notice will be of no effect unless (a) a pdf or picture of the duly completed Exercise Notice is sent and received at uk_kapeshareawards@pwc.com or (b) my consent to this Exercise Notice on the terms set out herein by email to uk_kapeshareawards@pwc.com by no later than 1.00 pm (London time) on 5 May 2023 and understand that Kape and Unikmind

reserve the right, at their absolute discretion, to accept any Exercise Notice which is incorrectly completed and/or received after this time;

- (vi) confirm that my Exercisable Options to be exercised are valid and have not lapsed and are free from all mortgages and any third party interests. I acknowledge that any option certificate in respect of my Exercisable Options shall become void once the Exercisable Options have been exercised.
- (vii) confirm that I understand that I will be responsible for the payment of any income tax (and, if applicable, social security contributions and any contributions and levies) which may arise on the exercise of my Exercisable Options or otherwise including the sale of the Kape Shares (the "**Option Tax**"), and authorise and direct that, when received, the Option Tax shall be deducted from the sale proceeds of the Kape Shares acquired out of the exercise of my Exercisable Options pursuant to the Offer. Without limitation to the above, I hereby indemnify Kape and all of its subsidiaries, affiliates and connected persons, including my employing company, and Unikmind (each a "**Relevant Company**"), against any liability to pay any Option Tax that any Relevant Company may incur.
- (viii) confirm that I understand that the decisions which I have made in this Exercise Notice cannot be withdrawn or altered;
- (ix) confirm that I have read, understood and agree to these terms and conditions and that I am aware of the terms of the Offer Document and have read the accompanying Letter;
- (x) accept that documents or payments sent by, to or from me in connection with my Exercisable Options will be sent at my own risk;
- (xi) irrevocably appoint any director of Kape or any other person nominated by Kape as my attorney and authorise such attorney to execute, complete, sign and submit any documents and deliver any document (including deeds) and do any act or thing which the attorney in their absolute and unfettered discretion considers necessary or desirable on my behalf in order to give effect to my instructions in this Exercise Notice, including the sale of my Kape Shares to Unikmind in accordance with paragraph (xii) below and confirm that all powers of attorney and authorities given by me under the terms of the Letter and the Exercise Notice are given by way of security for the performance of my obligations and cannot be withdrawn or altered in accordance with section 4 of the UK Powers of Attorney Act 1971 and I undertake to ratify and confirm any action properly taken on my behalf by any such attorney;
- (xii) agree and direct that, subject to the terms of the Letter and the Offer Document, my Kape Shares will be transferred following the exercise of my Exercisable Options to Unikmind for the Offer Price; and
- (xiii) irrevocably authorise Unikmind to:
 - (A) deduct from the aggregate Offer Price payable to me an amount (based on the prevailing exchange rate relevant at that time) equal to the aggregate exercise price payable for the Kape Shares on exercise of my Exercisable Options and which, for the avoidance of doubt, shall include the aggregate nominal price for the Kape Shares; and
 - (B) pay the remaining aggregate Offer Price to Kape or my current or former employing company (unless the Exercisable Options are subject to tax pursuant to the trustee capital gains route of Section 102 of the Israeli Income Tax Ordinance) based on the prevailing exchange rate relevant at that time so that the Offer Price shall be paid via payroll subject to any deduction by my current or former employing company to account for any income tax, employee social contribution or any other contribution or levy that arises as a result of the exercise of my

Exercisable Options (where applicable) and the acquisition of Kape Shares and which my current or former employing company is required by law to account for on my behalf (so that Kape or my current or former employer company can discharge any such liability to applicable deductions and withholdings).

- (C) With respect to Exercisable Options subject to tax pursuant to the trustee capital gains route of Section 102 of the Israeli Income Tax Ordinance, pay the remaining aggregate Offer Price to Altshuler Shaham, the trustee nominated by Kape pursuant to the requirements of Israeli law (the "Israeli Trustee") based on the prevailing exchange rate relevant at that time so that the Offer Price shall be paid via the Israeli Trustee and remitted to me either directly or through local Israeli payroll subject to deduction and withholding of all applicable tax including income tax and employee social security and health tax contributions (so that the Israeli Trustee, Kape or my current or former employer company can discharge any such liability to applicable deductions and withholdings).

- (xiv) confirm and acknowledge that if the Exercisable Options are subject to tax pursuant to the trustee capital gains route of Section 102 of the Israeli Income Tax Ordinance, and were granted less than two (2) years prior to the day that the Offer becomes or is declared unconditional, any payment made hereunder for the Exercisable Options shall not be eligible for beneficial tax treatment pursuant to the trustee capital gains route of Section 102 of the Israeli Income Tax Ordinance.

I understand that my signature at the end of this Exercise Notice constitutes a warranty by me that I will be entitled to exercise my Exercisable Options which shall not take effect until the date that the Offer becomes or is declared unconditional.

Signed and delivered as a Deed by

Dated

Witness signature*

Witness name
(Block Capitals)

Witness address

.....
** The witness should not be your spouse/civil partner or otherwise related to you and should be aged 18 or over.*