

**THIS DOCUMENT IS IMPORTANT AND REQUIRES YOUR IMMEDIATE ATTENTION.**

**If you are in any doubt about the Acquisition or the contents of this document or what action you should take, you are recommended to seek your own personal financial, tax and legal advice immediately from your stockbroker, bank manager, solicitor, accountant or other independent financial adviser authorised under the Financial Services and Markets Act 2000, as amended, if you are in the United Kingdom or, if not, from another appropriately authorised independent financial adviser in the relevant jurisdiction.**

**A copy of this letter is also available at [www.eckoh.com/investors](http://www.eckoh.com/investors).**

From: Nicolas Philpot and Christine Herbert, as trustees of the Eckoh PLC Share Incentive Plan (the “**Trustees**”)  
c/o Eckoh PLC  
Telford House  
Corner Hall  
Hemel Hempstead  
Hertfordshire  
HP3 9HN

To: Participants (“**Participants**”) in the Eckoh plc Share Incentive Plan (the “**SIP**”)

4 December 2024

Dear Participant

**Recommended cash acquisition of Eckoh plc (“Eckoh”) by Bidco**

On 30 October 2024, the boards of Bidco, an indirect, wholly-owned subsidiary of certain funds (together, the “**Bridgepoint Fund**”) managed by Bridgepoint Advisers II Limited (“**BAII**”), and Eckoh announced that they had reached agreement on the terms of a recommended cash acquisition by Bidco of the entire issued and to be issued share capital of Eckoh (except for the shares to be acquired subject to a rollover and reinvestment deed entered into between Bidco and certain managers of Eckoh on 30 October 2024) (the “**Acquisition**”).

More information on the terms of the Acquisition is set out in the Scheme Document which is available at: [www.eckoh.com/investors](http://www.eckoh.com/investors). Terms not otherwise defined in this letter are defined in the Scheme Document, and this letter should be read in conjunction with the Scheme Document and the appendix to this letter.

Under the terms of the Acquisition, which are subject to the full terms and conditions set out in the Scheme Document, Scheme Shareholders will be entitled to receive for each Eckoh Share **54 pence in cash** (the “**Offer Price**”).

The Acquisition is expected to be effected by means of a Court-sanctioned scheme of arrangement between Eckoh and Scheme Shareholders under Part 26 of the Companies Act (“**Scheme**”).

The Acquisition is conditional on various approvals and consents including: (i) approval by Eckoh Shareholders at a meeting to be held on 6 January 2025; (ii) the satisfaction of certain other conditions to the Scheme; and (iii) the sanction of the Court. **You should note that there is no certainty that Eckoh Shareholders will approve the Acquisition and/or that the Court will sanction the Scheme.**

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

We are writing to you because you own shares that are held for you in and subject to the terms of the SIP (“SIP Shares”), and to explain to you what will happen to your SIP Shares if the Acquisition becomes Effective.

Please note that this letter constitutes notice of an “offer, compromise, arrangement or scheme” being made which affects your SIP Shares, sent in accordance with clause 10.8 of the Deed constituting the SIP.

### **What action do I need to take?**

You do not need to take any action in connection with the Acquisition.

This is because:

- we have chosen, under the terms of the SIP trust deed, not to vote any SIP Shares; and
- if the Scheme becomes Effective, your SIP Shares will be acquired by Bidco automatically.

**You therefore do not need to take any action.**

### **What will happen if the Acquisition becomes Effective?**

If the Acquisition becomes Effective, your SIP Shares will be acquired by Bidco (without any further action from you) and you will be entitled to receive **54 pence in cash** for each SIP Share that is held for you in the SIP.

Any consideration due to you will be payable in accordance with the terms of the Scheme.

### **What about tax?**

A general summary of the UK tax treatment of your SIP Shares is contained in the Appendix. If you are in any doubt as to your tax position, you should seek your own independent, professional tax advice immediately.

### **What will happen to my salary deductions which are held by the Trustees and then used to purchase Partnership Shares?**

Deductions have continued to be taken from your salary until the end of the current Accumulation Period on 30 November, and these deductions have been used to purchase Partnership Shares in the normal way.

You will therefore receive a corresponding award of Matching Shares, and Dividend Shares will be purchased for you as normal.

These newly-acquired Partnership Shares, Matching Shares and Dividend Shares will be treated as part of your overall holding of SIP Shares.

**What will happen if the Acquisition does not become Effective?**

If this happens, your SIP Shares will not be acquired by Bidco and will continue to be held for you in and subject to the terms of the SIP.

**Further information**

If you have any queries regarding the contents of this letter or the Acquisition that do not require the giving of financial, tax or investment advice, you should contact **Chrissie Herbert** at [chrissie.herbert@eckoh.com](mailto:chrissie.herbert@eckoh.com).

Yours faithfully

██████████ as Trustee of the Eckoh plc  
Share Incentive Plan

██████████ as Trustee of the Eckoh  
plc Share Incentive Plan

## Notes

Stifel Nicolaus Europe Limited (“**Stifel**”), which is authorised and regulated in the United Kingdom by the FCA, is acting exclusively as joint Rule 3 adviser and lead financial adviser for Eckoh and for no one else in connection with the matters described in this letter and will not be responsible to anyone other than Eckoh for providing the protections offered to clients of Stifel nor for providing advice in relation to the Acquisition or any other matter referred to in this letter. Neither Stifel 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 Stifel in connection with this letter, any matter or statement set out or referred to herein or otherwise.

Singer Capital Markets Advisory LLP (“**Singer Capital Markets**”), which is authorised and regulated by the FCA in the United Kingdom, is acting as joint Rule 3 adviser, financial adviser and nominated adviser exclusively for Eckoh and no one else in connection with the matters described in this letter and will not be responsible to anyone other than Eckoh for providing the protections afforded to clients of Singer Capital Markets nor for providing advice in relation to the Acquisition or any other matters referred to in this letter. Neither Singer Capital Markets nor any of its affiliates (nor any of their respective directors, partners, officers, employees or agents) 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 Singer Capital Markets in connection with this letter, any statement contained herein, the Acquisition or otherwise. No representation or warranty, express or implied, is made by Singer Capital Markets as to the contents of this letter.

Each of Stifel and Singer Capital Markets 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.

The contents of this letter are not to be construed as legal, business, financial or tax advice. If you are in any doubt about the contents of this letter, you should consult your own legal adviser, financial adviser or tax adviser for legal, business, financial and tax advice.

The statements contained in this letter are made as at the date of this letter, unless some other time is specified in relation to them, and service of this letter will not give rise to any implication that there has been no change in the facts set out in this letter since such date. Nothing in this letter shall be deemed to be a forecast, projection or estimate of the future financial performance of Eckoh except where otherwise stated.

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. To the fullest extent permitted by applicable law, the companies and persons involved in the Acquisition disclaim any responsibility or liability for the violation of such restrictions by any person. This letter does not constitute an offer or invitation to purchase or subscribe for any securities or a solicitation of an offer to buy any securities pursuant to this letter or otherwise in any jurisdiction in which such offer or solicitation is unlawful.

The Eckoh Directors, whose names are set out in paragraph 2.1 of Part VII 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 Responsible Persons pursuant to paragraph 2 of Part VII of the Scheme Document. To the best knowledge and belief of the Eckoh 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.

The Bidco Directors and the BAIIIL Responsible Persons, whose names are listed in paragraphs 2.3 and 2.5 of Part VII of the Scheme Document, respectively, accept responsibility for the information contained in, or incorporated by reference into, this document (including any expressions of opinion and statements of intention) relating to Bidco, the Wider Bidco Group, the Bidco Directors and their close relatives, related trusts and other connected persons and persons acting in concert (as such term is defined in the Code) with Bidco. To the best knowledge and belief of the Bidco Directors and the BAIIIL Responsible Persons (each of whom has taken all reasonable care to ensure that such is the case), the information contained in this letter for which they are responsible is in accordance with the facts and does not omit anything likely to affect the import of such information.

## Appendix – Tax Summary

The tax summary below sets out the general UK tax implications for participants in the SIP. The summary assumes you work and are tax resident (and domiciled) in and only in the UK and have worked and been so resident (and domiciled) from the date of your awards up to the date of the Acquisition.

The summary is based on current legislation and published HMRC guidance. It is provided for your guidance only and cannot be relied on as tax advice by any person. The precise tax consequences for you will depend on your particular circumstances.

**If you are in any doubt as to the tax treatment of your SIP Shares, you should consult an appropriate independent professional tax adviser as soon as possible.**

**If you are resident, domiciled or work in a jurisdiction other than the UK, you should consult a suitably qualified professional adviser to determine your tax position.**

### *Will I have to pay income tax or NIC when my SIP Shares are acquired by Bidco pursuant to the Acquisition?*

If your SIP Shares are acquired by Bidco pursuant to the Acquisition then, if those SIP Shares remained in the SIP at the time of the Acquisition (in other words the shares had not been withdrawn from the SIP before that time):

- no income tax or NIC liability will arise for you on the transfer; and
- no capital gains tax will be due on the disposal of your SIP Shares to Bidco.

Please note that this summary of the income tax and NIC treatment applies to SIP Shares if:

- i. they have already been awarded to you under the SIP; or
- ii. they are subsequently awarded to you under the SIP and it is reasonable to assume that such award would have taken place even if the Acquisition was not under consideration.

The transfer of any SIP Shares in connection with the Acquisition which does not satisfy these requirements will likely crystallise an income tax and NIC liability for you.

### *Will my regular purchase of Partnership Shares, Matching Shares and Dividend Shares following the end of the accumulation period at the end of November benefit from this tax relief?*

The arrangements to buy Partnership Shares, be awarded Matching Shares and to buy Dividend Shares were in place before the Acquisition was under consideration, and therefore should have the same tax treatment as your other SIP Shares.

### *What happens if I withdraw my SIP Shares prior to the Acquisition?*

If you withdraw your SIP Shares from the SIP prior to the Acquisition, you will be exposed to potential income tax, NIC and capital gains tax liabilities, depending on how long you have held your SIP Shares.

- If you withdraw your Partnership Shares within three years and before Matching Shares have vested, other than on cessation of employment for one of the specified reasons, you will lose the Matching Shares. For your Partnership Shares and Dividend Shares on withdrawal you will be subject to income tax and NIC (through PAYE) on the total market value of the Partnership Shares at the time of the withdrawal. The market value is expected to be 54p per share. For the Dividend Shares you will usually become taxable on the amount of the dividend used to buy the shares.
- If you withdraw your Partnership Shares and any Matching Shares after three years but within five years, other than on cessation of employment for one of the specified reasons, you will be subject to income tax and NIC (through PAYE) on the total market value of the Partnership Shares and Matching Shares at the time those shares were awarded to you, or, if lower, the market value at the time of withdrawal, which is likely to be 54p per share. Dividend Shares will not be subject to income tax and NIC but you may be subject to capital gains tax, at the time of the Acquisition, based on the total sale proceeds of the SIP Shares (54p per share) less the value of those shares when they were withdrawn from the SIP.
- If you withdraw your Partnership Shares and any Matching Shares or Dividend Shares after five years, you will not be subject to income tax and NIC. You may, however, be subject to capital gains tax, at the time of the Acquisition, based on the total sale proceeds of the SIP Shares (54p per share) less the value of those shares when they were withdrawn from the SIP. If any gain did arise you may be entitled to the annual capital gains tax exemption (currently £3,000) or other reliefs depending on your personal tax status. You should seek independent professional tax advice and would likely need to submit a personal self-assessment tax return for the tax year 2024-2025 by 31 January 2026.

The specified reasons on cessation of employment are set out in your original Partnership Share Agreement and are:

- injury or disability;
- redundancy;
- transfer of employment to which the Transfer of Undertaking (Protection of Employment) Regulations 2006 apply;
- change of control or other circumstances ending the associated company status of the employer company; or
- death.