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Date: 26 February 2026

CONFIDENTIALITY AGREEMENT

CYANCONNODE HOLDINGS PLC

and

ESYASOFT HOLDING LTD

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THIS AGREEMENT is dated 26 February 2026 (**Effective Date**)

PARTIES:

(1) **CYANCONNODE HOLDINGS PLC** a company registered in England and Wales under company number 04554942 and whose registered office is at Suite 2, Ground Floor, The Jeffreys Building St Johns Innovation Park, Cowley Road, Cambridge, England, CB4 0DS (**Target**); and

(2) **ESYASOFT HOLDING LTD** a company registered in DIFC, Dubai, United Arab Emirates under company number CL3672 and whose registered office is at Unit 1101, Level 11 and Unit 1006, Level 10, Liberty House, DIFC, Dubai, United Arab Emirates (**Bidder**),

(each a **Party** and together the **Parties**).

Preliminary

(A) The Target and the Bidder both have certain information which they hold as being confidential of each Party respectively and wish to disclose and / or receive such information solely for the Purpose (as defined below).

(B) Each Party has agreed to disclose Confidential Information (as defined below) to the other Party and the Receiving Party (as defined below) has agreed to keep that information confidential in accordance with the terms of this agreement.

1. Definitions and interpretation

The definitions and interpretative provisions in Schedule 1 apply to this agreement.

2. Confidentiality obligations

2.1 In consideration of the disclosure by the Disclosing Party of the Confidential Information, the Receiving Party agrees that it shall:

2.1.1 use the Confidential Information solely for the Purpose;

2.1.2 keep all Confidential Information secret and confidential;

2.1.3 safeguard the Confidential Information and treat it with the strictest confidence;

2.1.4 take all commercially reasonable steps to protect the Confidential Information and keep it stored securely;

2.1.5 establish and maintain adequate security measures to safeguard the Confidential Information from unauthorised access or use;

2.1.6 not copy, reduce to writing or otherwise record the Confidential Information except as strictly necessary for the Purpose; and

2.1.7 not disclose, publish or transfer any of the Confidential Information to any other person except to a member of its Group or its Permitted Recipients, and then only if the Receiving Party ensures that such member of its Group and its Permitted Recipients are made aware of the Confidential Information and are subject to the same or equivalent obligations of confidentiality as set out in the terms of this agreement. The Receiving Party agrees that it will be liable for any breach, actions or omissions of the members of its Group and its Permitted Recipients.

2.2 Clause 2.1 does not apply to any Confidential Information which:

2.2.1 is in (or enters) the public domain otherwise than as a result of a breach of this agreement;

2.2.2 was lawfully obtained from a third party or was otherwise known by the Receiving Party prior to disclosure under this agreement (as can be demonstrated by the Receiving Party's written records or other reasonable evidence) provided that such information is not known by the Receiving Party or its Permitted Recipients (to whom Confidential Information is made available) to be subject to any other duty of confidentiality owed to the Disclosing Party or any member of its Group;

2.2.3 is developed independently by the Receiving Party without reference to the Disclosing Party's Confidential Information;

2.2.4 the Disclosing Party has given its express prior written consent to the disclosure and such disclosure is made in accordance with that consent;

2.2.5 the Parties agree in writing that such information is not Confidential Information; or

2.2.6 is required to be disclosed by law or regulation, an order of any court of competent jurisdiction, the rules of any applicable listing authority or stock exchange, or any applicable regulator, judicial or governmental body (including for the avoidance of doubt the AIM Rules, the Code, the Panel and, in particular where required by Rule 2 of the Code), provided that, where lawful and practicable to do so, the Receiving Party gives the Disclosing Party prior notification of the required disclosure and assists the Disclosing Party with any reasonable steps the Disclosing Party wishes to take to avoid or limit the scope of that disclosure.

2.3 Save to the extent of any legal or regulatory requirement to the contrary, the Receiving Party shall notify the Disclosing Party as soon as practicable if it becomes aware that the Disclosing Party's Confidential Information has been disclosed to an unauthorised third party or in breach of this agreement.

2.4 The Bidder shall not (and shall procure that its Group and its Permitted Recipients shall not):

2.4.1 contact any employee of the Target in relation to the Possible Offer, other than members of the board of directors of the Target or Rahul Das (solely in his capacity as an employee of the Target); or

2.4.2 make any approach to, or hold any discussions with, any shareholder of the Target in relation to the Possible Offer,

except in each case with the prior written consent of a member of the board of directors of the Target or, in the case of clause 2.4.2, in circumstances where the restrictions in clause 6.3 no longer apply in accordance with clause 6.4.

3. Retention of title

The Disclosing Party retains all right, title and interest in the Confidential Information or relating to it at all times and for all purposes. Any documents, files, copies made or other items containing any Confidential Information shall remain the absolute property of the Disclosing Party and/or its licensor(s).

4. Non-solicitation

4.1 The Bidder undertakes to the Target that (except with the prior written consent of the Target) it shall not, and it shall procure that no member of its Group shall, during the term of this agreement, use the Confidential Information or the knowledge that discussions and negotiations are taking place between the Bidder and the Target to:

4.1.1 attract any directors or senior or managerial employees away from the Target or any member of its Group to become a director or employee of, or a consultant to, the Bidder or any member of its Group, provided that this clause 4.1.1 shall not prohibit the employment or engagement of any such director or senior or managerial employee who has responded independently to a general, non-targeted advertisement for the recruitment of an individual to provide such services placed by or on behalf of the Bidder or a member of its Group; or

4.1.2 solicit, canvass or approach any person who, at the Effective Date, is a supplier or customer of the Target or any member of its Group for the purpose of offering to that person, or receiving from that person, goods or services of the same type as any goods or services supplied by or to the Target or any member of its Group. This clause 4.1.2 will not prohibit (i) the solicitation of suppliers or customers in the normal and proper course of the ordinary trading activities of the Bidder or its Group; or (ii) any contact with a supplier or customer of the Target or any member of its Group where there is already a previous or existing relationship between such supplier or customer and the Bidder or a member of its Group, provided, in each case, such solicitation or contact is unrelated to the Possible Offer and is not made on the basis of any Confidential Information received.

5. Return of information

5.1 At the written request of the Disclosing Party, the Receiving Party shall:

5.1.1 destroy or return to the Disclosing Party any documents and materials containing or incorporating the Disclosing Party's Confidential Information or information extracted from it;

5.1.2 to the extent legally and technically practicable, erase or otherwise make unusable any of the Disclosing Party's Confidential Information which is stored in electronic form on its computer systems or any external cloud network to which any of the Disclosing Party's Confidential Information has been uploaded to; and

5.1.3 certify in writing to the Disclosing Party that it has complied with the requirements of this clause.

5.2 Without prejudice to the generality of clause 5.1 but subject to the provisions of this agreement, the Receiving Party may retain documents and materials containing or incorporating the Disclosing Party's Confidential Information, or information extracted from it:

5.2.1 to the extent required by law, any listing authority or stock exchange or any applicable governmental or regulatory authority (including for the avoidance of doubt the Panel and the Code); or

5.2.2 to the extent required by the Receiving Party in accordance with that Receiving Party's audit purposes.

5.3 The Receiving Party shall procure that each member of its Group and its Permitted Recipients comply with the Receiving Party's obligations under this clause 5.

6. Inside information and dealing

The Bidder acknowledges that the Confidential Information is given in confidence and that some or all of the Confidential Information may be inside information for the purposes of:

6.1 the Market Abuse Regulation (EU) No. 596/2014 as it forms part of UK domestic law by virtue of the European Union (Withdrawal) Act 2018 and as amended (if applicable) by the Market Abuse (Amendment) (EU Exit) Regulations 2019 (Regulation 2019/310) (**MAR**); and/or

6.2 the Criminal Justice Act 1993 (**CJA**) and that:

6.2.1 once it has received such information it must not act or use the information in any way that contravenes Article 8 of MAR (insider dealing), Article 10 of MAR (unlawful disclosure of inside information) and/or Article 12 of MAR (market manipulation) for such time as the information remains inside information; and

6.2.2 subject to and in accordance with applicable law, it must not deal in securities that are price-affected securities (as defined in the CJA) in relation to the inside information, encourage another person to deal in price-affected securities or disclose the information (except as permitted by the CJA) for such time as the information remains inside information.

6.3 For a period of 12 months from the Effective Date the Bidder will not (and will procure that no member of its Group will) either alone or with other persons (including any person who would otherwise be acting in concert with such person as defined in the Code), directly or indirectly:

6.3.1 acquire, procure or induce any other person to acquire any interest in the securities of Target (**Relevant Securities**);

6.3.2 enter into any agreement, arrangement or understanding (whether legally binding or not) or do or omit to do any act as a result of which it or any other person may acquire an interest in the Relevant Securities;

6.3.3 make, procure or induce any other person to make, any offer for all or any of the Relevant Securities;

6.3.4 enter into any agreement, arrangement or understanding (whether legally binding or not), or do or omit to do any act as a result of which the Bidder or any other person may become obliged to make an offer (whether under the Code or otherwise) for all or any of the Relevant Securities;

6.3.5 announce, procure or induce any other person to announce, or take any step or procure or induce the taking of any step which would require the announcement of, any offer for all or any of the Relevant Securities; or

6.3.6 enter into any agreement, arrangement or understanding (whether legally binding or not) which imposes obligations or restrictions on any party to such agreement, arrangement or understanding with respect to the exercise of voting rights attaching to any of the Relevant Securities.

6.4 The restrictions in clause 6.3 will not apply:

6.4.1 if the Target has provided its prior written consent to the actions taken by the Bidder or any member of the Bidder's Group;

6.4.2 from the time of an announcement by the Bidder (or a member of its Group or any person acting in concert with the Bidder or a member of its Group) of a firm intention to make an offer under Rule 2.7 of the

Code (by whatever means implemented) for shares carrying over 50% of the voting rights (as defined in the Code) in the Target that, at the time of the announcement, is to be recommended by the board of directors of Target;

6.4.3 from the time a third party (other than the Bidder or a member of its Group or any person acting in concert with the Bidder or a member of its Group) announces a firm intention to make an offer under Rule 2.7 of the Code (by whatever means implemented) for shares carrying over 50% of the voting rights (as defined in the Code) in the Target;

6.4.4 from the time the Bidder (or a member of its Group or any person acting in concert with the Bidder) announces a firm intention to make an offer under Rule 2.7 of the Code (by whatever means implemented) for the entire issued and to be issued share capital of the Target at a price which is equal to or higher than the Indicative Price but the board of directors of the Target, having considered the terms of that offer, do not propose to recommend it;

6.4.5 any person acquires an interest in the Target's shares carrying over 20% of the voting rights attaching to all issued shares of the Target; or

6.4.6 the Target announces a proposal to seek a waiver of Rule 9 of the Code.

7. Data protection

Any personal data as defined in the Data Protection Act 2018, as amended from time to time, disclosed to a Receiving Party (or a member of its Group or its Permitted Recipients) in connection with the Possible Offer shall at all times be treated as Confidential Information and shall be subject to the terms of this agreement. In addition, the Receiving Party (and any member of its Group and its Permitted Recipients) shall not use the personal data other than where necessary for the Purpose and shall at all times keep the personal data secure by complying with the sixth data protection principle under the EU General Data Protection Regulation.

8. Warranties

The Confidential Information is provided "as is" without any warranty, representation or undertaking by the Disclosing Party as to the accuracy, completeness or suitability of the Confidential Information.

9. Duration

This agreement shall enter into force on the Effective Date and, without prejudice to the confidentiality obligations under this agreement, shall terminate on the earliest to occur of the following dates or events:

9.1 if the Possible Offer is implemented by way of a takeover offer for the Target, such offer becoming unconditional in accordance with the Code;

9.2 if the Possible Offer is implemented by way of a scheme of arrangement of the Target, such scheme becoming effective in accordance with its terms; or

9.3 24 months following the Effective Date.

10. Remedies

10.1 The Receiving Party acknowledges and agrees that a breach of this agreement may result in immediate and irreparable harm to the Disclosing Party for which damages may not be an adequate remedy. Without prejudice to any other rights and remedies it may have, the Disclosing Party may seek equitable relief (including injunctive relief) in relation to any threatened or actual breach of any of the terms of this agreement.

10.2 Nothing in this agreement shall oblige a Party to pay any amount which the Panel determines would not be permitted by Rule 21.2 of the Code.

11. General provisions

11.1 This agreement sets out the entire agreement between the Parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

11.2 Each Party represents and warrants that it has the right, power and authority to enter into this agreement, and that it is not a party to any other agreement or under any obligation to any third party that would prevent it from entering into or performing this agreement.

11.3 Each Party agrees that, in entering into this agreement, it has not relied on and shall have no right or remedy in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not expressly set out in this agreement. Each Party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this agreement (but not including any claim for fraudulent misrepresentation).

11.4 Each Party represents and agrees that to the extent any Confidential Information attracts any form of privilege or refers to other documents which attract any form of privilege, then such privilege shall not be waived, prejudiced or otherwise affected in any way (directly or indirectly) by being made available to the other Party. Each Party acknowledges that the other Party expressly relies on such representation and agreement in permitting the Receiving Party to have access to such Confidential Information.

11.5 Each Party confirms that it is acting as a principal on its own account and not as an agent or broker for any other person and that it shall be responsible for any costs incurred by it or on its behalf in connection with the Possible Offer and/or the consideration and evaluation of the Confidential Information.

11.6 This agreement also applies to Confidential Information accessed through any electronic data room and supersedes any “click-through” acknowledgment or agreement associated with any such data room.

11.7 This agreement is personal to the Parties. Neither Party may assign the benefit of, transfer, mortgage, charge, subcontract or deal in any other manner with its rights and obligations under this agreement, either in whole or in part, without the other Party’s express prior written consent.

11.8 Failure by either Party to exercise or enforce any rights or remedies (including single or partial exercise), or the giving of any forbearance, delay or indulgence, will not be construed as a waiver of any of its rights or remedies under this agreement or otherwise, and shall not prevent or restrict the further exercise of that or any other right or remedy.

11.9 Each Party shall, perform (or procure the performance of) all further acts and things, and execute and deliver (or procure the execution or delivery of) all further documents, required by law or which the other Party reasonably requests for the purpose of giving full effect to this agreement.

11.10 Notifications under this agreement shall be in writing and delivered to the other Party by either email or to the specified address (as amended by notification to the other Party in writing from time to time):

11.10.1 in respect of the Target:

FAO:	Heather Peacock, Company Secretary
Address:	Suite 2, Ground Floor, The Jeffreys Building St Johns Innovation Park, Cowley Road, Cambridge, England, CB4 0DS
Email:	cosec@cyantechnology.com

11.10.2 in respect of the Bidder:

FAO:	Bipin Chandra, CEO
Address:	Esyasoft Holding Ltd, 1006, Liberty House, DIFC, Dubai, UAE
Email:	bipin.chandra@esyasoft.com

11.11 A notification under this agreement shall be deemed to have been received: if delivered personally, when left at the address referred to in clause 11.10; if sent by pre-paid first class post or other next working day delivery service, at 9.00 a.m. on the second Business Day after posting; or if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed; or if sent by email at the time of transmission and evidenced by a delivery receipt, or if this time falls outside of business hours (being 9:00 a.m. to 5:30 p.m. in the place of receipt) when such business hours resume.

11.12 If any provision or part-provision of this agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this agreement.

11.13 Nothing in this agreement shall make either Party the agent or partner of the other, or give either Party the power to bind the other.

11.14 Neither the Confidential Information nor anything else in this agreement shall constitute an offer, inducement or invitation by or on behalf of either Party and neither Party shall be under any obligation to accept any offer or proposal which may be made by either Party or on either Party's behalf.

11.15 Each Party shall be responsible for the costs and expenses incurred by it in negotiating this agreement.

11.16 This agreement may not be amended, modified, varied or supplemented in any way except in writing and signed by the Parties (or their authorised representatives).

11.17 This agreement does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this agreement. A Party to this agreement may enforce this agreement on behalf of each member of its Group.

11.18 This agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute an original of this agreement, but all the counterparts shall together constitute the same agreement. No counterpart shall be effective until each Party has executed and delivered at least one counterpart.

11.19 This agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

11.20 Each Party irrevocably agrees that the courts of England shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims).

Schedule 1
Definitions and interpretation

1. In this agreement including the schedule the following words and expressions have the following meanings:

AIM Rules	the AIM Rules for Companies as from time to time amended.
Affiliates	means any subsidiary or subsidiary undertaking of either Party, any holding company or parent undertaking of a Party (whether direct or indirect) and any subsidiary undertaking of such holding company or parent undertaking, in each case from time to time.
Business Day	a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business.
Code	the UK's City Code on Takeover and Mergers as from time to time amended.
Confidential Information	information of any kind and in any form, whether or not expressly stated to be confidential, which is supplied or made directly or indirectly available by or on behalf of the Disclosing Party to the Receiving Party in connection with the Purpose, any member of its Group or its Permitted Recipients at any time, including but not limited to: 1. all information marked as confidential; 2. information which would be regarded as confidential by a reasonable businessperson relating to the business, products, services, systems, clients, plans, targets, suppliers, operations, processes, know-how, works, trade secrets, intellectual property rights or software of the Disclosing Party or any member of its Group; 3. information relating to officers, employees or other staff of the Disclosing Party and the members of its Group, together with their consultants, contractors, sub-contractors and professional advisers; 4. this agreement and the Purpose and all information relating to them; 5. the existence, status and content of all negotiations or discussions between the Parties (including any termination of such negotiations and discussions) concerning the Purpose; or 6. any modification to the Confidential Information made by or on behalf of the Receiving Party or the Disclosing Party.

Control	means when a person directly or indirectly holds or controls a majority of the voting rights of, or the right to appoint or remove a majority of the board of directors of, or the right to exercise a material influence over or otherwise control (by virtue of an undertaking's constitution or otherwise), another person and **Controls** and **Controlled by** shall have corresponding meanings.
Disclosing Party	a Party who discloses its Confidential Information to a Receiving Party, its Group or any Permitted Recipients.
Group	means 1. in relation to the Target, the Target and its subsidiaries and subsidiary undertakings; and 2. in relation to the Bidder, the Bidder, any company incorporated to make any firm offer for the Target under Rule 2.7 of the Code (if applicable) and the Bidder's Affiliates (to the extent such Affiliates are Controlled by the Bidder), each entity in a Group is a **member of the Group**.
Indicative Price	means £37.5 million for the Target's entire issued and to be issued share capital.
Panel	the UK Panel on Takeovers and Mergers.
Permitted Recipient	in relation to the Receiving Party, its officers, directors and senior employees, and professional advisers, who have a legitimate need to see or use the Confidential Information solely for the Purpose.
Possible Offer	a possible offer for the entire issued and to be issued ordinary share capital of the Target being considered by the Bidder or a member of the Bidder's Group.
Purpose	the purpose of considering, evaluating, negotiating and advising on the Possible Offer.
Receiving Party	a Party who receives (and whose Group members or Permitted Recipients receive) Confidential Information belonging to a Disclosing Party.

2. Clause headings in this agreement are for ease of reference only and shall not affect its interpretation. References to clauses are to the clauses of this agreement.

3. In this agreement, unless the context otherwise requires, references to:

    3.1 a **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality);

    3.2 words in the singular shall include the plural, and in the plural shall include the singular;

3.3 **writing** includes typing, printing, email, visual display, electronic transmission or other modes of representing or reproducing words in a visible form (but excludes fax), and expressions referring to writing shall be construed accordingly; and

3.4 any phrase following the words “including”, “include”, “in particular”, “for example” or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

4. This agreement shall be binding on, and enure to the benefit of, the Parties to this agreement and their respective personal representatives, successors and permitted assigns.

5. A reference to a **holding company, subsidiary undertaking** or a **subsidiary** means a holding company, subsidiary undertaking or a subsidiary (as the case may be) as defined in the Companies Act 2006 and a company shall be treated, for the purposes only of the membership, as a member of another company even if its shares in that other company are registered in the name of:

5.1 another person (or its nominee) by way of security or in connection with the taking of security; or

5.2 its nominee.

This agreement has been entered into on the date stated at the beginning of it.

Signed by **CYANCONNODE HOLDINGS PLC** acting by a director:

Signature…… [redacted] …………

Print name……… [redacted] ………

Signed by **ESYASOFT HOLDING LTD** acting by a director:

Signature…………………………………

Print name…………………………………

This agreement has been entered into on the date stated at the beginning of it.

Signed by **CYANCONNODE HOLDINGS PLC** acting by a director:

Signature……………………………….

Print name………………………………

Signed by **ESYASOFT HOLDING LTD** acting by a director:

Signature……[redacted]……….

Print name[redacted]………………………………