STRICTLY PRIVATE AND CONFIDENTIAL

SHAREHOLDER'S IRREVOCABLE UNDERTAKING

To:
ESYASOFT TECHNOLOGIES UK LIMITED
508 Hamilton House 1, Temple Avenue
London, England, United Kingdom, EC4Y 0HA

For the attention of: The Directors

22nd JULY 2026

Dear Sir/Madam

Proposed acquisition of CyanConnode Holdings plc (the **Company**)

We understand that Esyasoft Technologies UK Limited (the **Offeror**), a wholly owned subsidiary of Esyasoft Holding Limited, is considering the Acquisition (defined in paragraph 9.1 below) substantially on the terms, and subject to the conditions, set out in the attached draft firm offer announcement (the **Rule 2.7 Announcement**), together with such additional terms and conditions as may be required to comply with The City Code on Takeovers and Mergers (the **Code**) and any other applicable law or regulation and/or as may be agreed between the Offeror and the Company. This undertaking is given in consideration of the Offeror agreeing to make the Acquisition.

1 Scheme and voting

1.1 We irrevocably and unconditionally undertake to the Offeror that we shall (except where our obligations terminate on the terms of this undertaking):

(a) exercise or procure the exercise of voting rights attaching to the ordinary shares of 2.0p each of the Company details of which are set out in Schedule 1 (the **Shares**, such term to include any shares of the Company acquired by us after the date of this undertaking):

(i) in favour of any resolutions (whether or not amended and whether put to a show of hands or conducted by way of a poll) to be proposed at any general or class meeting of the Company (including any adjournment thereof) (a **General Meeting**) or any meeting or class meeting to be convened pursuant to an order of the Court in accordance with Part 26 of the Companies Act 2006 (including any adjournment thereof) (a **Court Meeting**) which are necessary to implement, or which could assist in the implementation of, the Acquisition and any transactions related to the Acquisition (the **Resolutions**); and

(ii) against any resolutions (whether or not amended and whether put to a show of hands or conducted by way of a poll) to be proposed at a General Meeting or Court Meeting which (if passed) might reasonably be expected to result in any condition of the Acquisition not being fulfilled or which might reasonably be expected to delay, impede or frustrate the Acquisition in any way;

(b) at the request of the Offeror, exercise or procure the exercise of the voting rights attached to the Shares to requisition or join in requisitioning the convening of a General Meeting for the purpose of passing or rejecting any resolution referred to in paragraph 1.1(a)(i) or 1.1(a)(ii) above;

(c) as soon as reasonably practicable and in any event by 5:00 pm on the tenth business day after the date of despatch to shareholders of the Company of the Scheme Circular (or, in respect of any Shares subsequently acquired by us, as soon as reasonably practicable and in any event by 5:00 pm on the fifth business day after such acquisition):

(i) in respect of any Shares held in certificated form, return or procure the return to the Company's registrars, Share Registrars Ltd, of duly executed forms of proxy in respect of such Shares appointing any person nominated by the Offeror to attend and vote at the General Meeting and Court Meeting convened in relation to the Scheme (voting in favour of the Resolutions); and

(ii) in respect of any Shares held in uncertificated form, take or procure the taking of any action which may be required by the Company or its nominated representative in order to make a valid proxy appointment and give valid CREST proxy instructions (voting in favour of the Resolutions);

(d) without prejudice to paragraph 1.1(c) above, for the purpose of voting on any other resolution referred to in paragraph 1.1(a)(i) or 1.1(a)(ii) above, if required by the Offeror, as soon as reasonably practicable and in any event by 5:00 pm on the tenth business day after any request by the Offeror (or, in respect of any Shares subsequently acquired by us, as soon as reasonably practicable and in any event by 5:00 pm on the fifth business day after such acquisition):

(i) in respect of any Shares held in certificated form, return or procure the return to the Company's registrars, Share Registrars Ltd, of duly executed forms of proxy required by the Offeror in respect of such Shares; and

(ii) in respect of any Shares held in uncertificated form, take or procure the taking of any action which may be required by the Company or its nominated representative in order to make a valid proxy appointment and give valid CREST proxy instructions, in each case appointing any person nominated by the Offeror to attend and vote (in accordance with the Offeror's instructions) at the relevant General Meeting or Court Meeting;

(e) not revoke or amend (or permit the revocation or amendment of) any forms of proxy or CREST proxy instructions which have been lodged or transmitted in accordance with paragraph 1.1(b), (c) or (d) above, either in writing (by lodging a replacement form of proxy or otherwise) or by submitting an amendment to a CREST proxy instruction or by attendance at the relevant General Meeting or the Court Meeting or otherwise; and

(f) execute and do and procure to be executed and done all such documents, acts and things as may be necessary or desirable to be executed or done by us (or where applicable the registered holder) in connection with our obligations under this undertaking.

2 Representations, warranties and undertakings

2.1 We represent, warrant and undertake to the Offeror that:

(a) the Shares set out in Schedule 1 include all the shares controlled by us or in respect of which we are interested for the purposes of Part 22 of the Companies Act 2006 or Chapter 5 of the Disclosure Guidance and Transparency Rules;

(b) the Shares will be acquired pursuant to the Acquisition free from all liens, equitable interests, charges, encumbrances, options and other interests and third party rights of any nature whatsoever and with all rights now or hereafter attaching to them, including the right to all dividends declared, made or paid hereafter;

(c) save as set out in Schedule 1, we are not interested in any securities of the Company (within the meaning of the Code);

(d) we have the full power and authority (and at all times for the duration of the Investment Management Arrangement (as defined below) continue to have all relevant authority) to enter into and perform this undertaking in accordance with its terms;

(e) we will not (or, in the case of the Shares in respect of which we are beneficial owner only, will procure that the registered holder will not), prior to the lapsing of the Scheme or its withdrawal:

(i) sell, transfer, encumber, charge, pledge, grant any option or other right over or otherwise dispose of or deal with (directly or indirectly and whether beneficially, legally or otherwise) any of the Shares or any interest in them or permit any such action to occur in each case except pursuant to the Scheme;

(ii) accept, agree to or give any undertaking in respect of, any offer, scheme of arrangement, merger or other business combination made or proposed to be made in respect of the Shares by any person other than the Offeror;

(iii) except with the prior written consent of the Offeror, purchase or acquire any shares or other securities of the Company (or any interest therein); or

(iv) other than pursuant to this undertaking, enter into any agreement or arrangement or permit any agreement or arrangement to be entered into or incur or allow to arise any obligation (conditional or unconditional) to do any of the acts referred to in paragraphs 2.1(e)(i) to 2.1(e)(iii) above, which would or might restrict or impede our ability to comply with this undertaking and, for the avoidance of doubt, references in this paragraph 2.1(e)(iv) to any agreement, arrangement or obligation shall include any such agreement, arrangement or obligation, whether or not legally binding or subject to any condition; and

(f) We have been given an adequate opportunity to consider whether or not to execute this undertaking and to obtain independent advice.

2.2 The representations, warranties and undertakings set out in paragraph 2.1 shall not be extinguished or affected by the acquisition of the Shares pursuant to the Acquisition.

3 Publicity and Documentation

3.1 We consent to the issue of the Rule 2.7 Announcement incorporating references to us and to this undertaking in the terms set out in the Rule 2.7 Announcement, subject to any amendments which may be agreed by us or on our behalf by a member of the board of directors of the Company.

3.2 We understand and agree that, in accordance with the Code, particulars of this undertaking and disclosable holdings of, and dealings in, relevant securities of the Company, as well as references to us as the registered or beneficial holder of the Shares, will need to be publicly disclosed, disclosed to the Panel and will also be contained in the Scheme Circular and any other announcement required in connection with the Acquisition or under the Code, and that copies of this undertaking will be available for inspection on a website until the end of the offer in accordance with Rule 26 of the Code.

3.3 We will promptly supply the Offeror and the Company with all information required to be contained in the Scheme Circular and any related and ancillary documents in respect of us in order to comply with the requirements of the Code, the Financial Conduct Authority and the London Stock Exchange and any other applicable law or regulation or which is required to expedite the preparation and despatch of the Scheme Circular. We will as soon as possible notify the Offeror and the Company in writing upon becoming aware of any change in the accuracy or import of any such information previously given to the Offeror or the Company.

3.4 We acknowledge that we are obliged to make appropriate disclosures under Rule 2.10(c) of the Code promptly after becoming aware that we will not be able to comply with the terms of this undertaking or no longer intend to do so.

4 Power of Attorney

In order to secure the performance of our obligations under this undertaking, in default of our performing our obligations under any of paragraphs 1, 3 or 8, we hereby irrevocably appoint any director for the time being of the Offeror to be our attorney in our name and on our behalf, to execute any form of proxy required by the Offeror appointing any person nominated by the Offeror to attend and vote on any resolution as is referred to in paragraph 1.1(a)(i) or 1.1(a)(ii) above (and/or to execute a form or forms of acceptance which relate to the Offer, as the case may be) and/or to execute such other documents and to do such other acts and things as may be necessary to give effect to our obligations hereunder in respect of the Shares and we hereby agree that this power of attorney is given by way of security and is irrevocable in accordance with section 4 of the Powers of Attorney Act 1971.

5 Specific Performance

Without prejudice to any other rights or remedies that the Offeror may have, we recognise and acknowledge that if we should fail to perform our obligations in accordance with this undertaking, or should otherwise be in breach of any of those obligations, damages would not be an adequate remedy and that the Offeror shall be entitled to the remedies of injunction, specific performance and other equitable relief and that no proof of special damages shall be necessary for the enforcement of this undertaking.

6 Secrecy

Save to the extent (if any) required to comply with any applicable law and the Code, we shall keep secret the possibility, terms and conditions of the Acquisition and the existence and terms of this undertaking and details of our discussions, save to the extent that such matters have been made public through the issue of the Rule 2.7 Announcement or are subsequently made public through the issue of any documentation relating to the Acquisition and provided that we may disclose the same on a similarly confidential basis to the Company and its advisers. The obligations in this paragraph shall survive termination of this undertaking and shall continue for two years from the date of this undertaking. For the avoidance of doubt, nothing in this paragraph 6 will prevent the board of the Company from making an announcement as described in Rule 2.3(d) at any time it considers it to be appropriate.

7 Condition and lapse of undertaking

7.1 All obligations in this undertaking (save for our obligations pursuant to paragraph 6 which shall remain in full force and effect) are conditional on the Rule 2.7 Announcement being released by 6:00 pm (London time) on 28 July 2026 (or such later date as the Company and the Offeror may agree).

7.2 If:

(a) the condition set out in paragraph 7.1 is not met;

(b) after the Offeror releases the Rule 2.7 Announcement, the Takeover Panel (the **Panel**) consents to the Offeror not proceeding with the Acquisition;

(c) the Scheme Circular is not despatched to the Company's shareholders within 28 days (or such longer period as agreed between the Company, the Offeror and the Panel) after the date of the Rule 2.7 Announcement;

(d) after the Offeror releases the Rule 2.7 Announcement, the Scheme or any resolution to be proposed at the General Meeting is not approved by the requisite majority of the Company's shareholders at the Court Meeting or at the General Meeting respectively (other than in circumstances where the Offeror has, within twenty business days of such failure to obtain the requisite approval, elected to proceed by way of an Offer and announced the same in accordance with the requirements of Paragraph 8 of Appendix 7 to the Code, and such Offer has not lapsed or been withdrawn);

(e) after the Offeror releases the Rule 2.7 Announcement, the Scheme becomes effective in accordance with its terms;

(f) after the Offeror releases the Rule 2.7 Announcement, the Scheme does not become effective by the Long Stop Date as defined in the Rule 2.7 Announcement (other than in circumstances where the Offeror has, prior to such date, elected to proceed by way of an Offer and announced the same in accordance with the requirements of Paragraph 8 of Appendix 7 to the Code, and such Offer has not lapsed or been withdrawn);

(g) any person other than the Offeror or any person acting in concert with the Offeror announces prior to the date specified in paragraph 1.1(c) a firm intention (in accordance with Rule 2.7 of the Code) to make an offer (within the meaning of the Code) to acquire all the issued and to be issued ordinary share capital of the Company, other than that already owned by the person making such offer, on terms which represent (in the reasonable opinion of the Offeror's Financial Adviser) an improvement of 10 per cent or more on the value of the consideration offered under the Acquisition; or

(h) a portfolio management agreement pursuant to which the Shares are managed by Doxa Partners LLP (the **Investment Management Arangement**) is terminated,

this undertaking and our obligations under it (save for our obligations pursuant to paragraph 6 which shall remain in full force and effect) shall lapse and cease to have any further force or effect but such lapse shall not affect any rights or liabilities under this undertaking in respect of any prior breach of this undertaking.

8 Offer alternative

8.1 We acknowledge that the Offeror reserves the right to implement the Acquisition by way of an Offer or may be obliged in certain circumstances to do so by the Panel. In the event that the Acquisition is implemented as an Offer, we confirm and agree that this undertaking shall continue to be binding in respect of the Shares (until our obligations lapse or terminate in accordance with this undertaking) and all references to the Scheme shall, where the context requires, be read as references to the Offer (or to both the Scheme and the Offer, as appropriate). Without prejudice to the generality of the foregoing and for the avoidance of doubt, references in this undertaking:

(a) to voting in favour of resolutions which are necessary to implement, or which could assist in the implementation of, the Scheme and any transactions related to the Scheme shall be read and construed as including our acceptance of the Offer, which acceptance in such circumstances shall be tendered:

(i) in respect of any Shares held in certificated form, so as to be received by the Company's registrars, Share Registrars Ltd, as soon as reasonably practicable and in any event by not later than 5:00 pm on the tenth business day after the date of despatch to the Company's shareholders of the Offer Document (or, in respect of any Shares subsequently acquired by us as soon as reasonably practicable and in any event by 5:00 pm on the tenth business day after such acquisition); and

(ii) in respect of any Shares held in uncertificated form (including any Shares subsequently acquired us), by sending Euroclear UK & International Limited the relevant Transfer to Escrow instruction accepting the Offer by the same deadline,

and, notwithstanding that we may be entitled to withdraw any such acceptance(s) in respect of the Shares by virtue of any term of the Offer or pursuant to the Code, we shall not withdraw any such acceptance(s) and shall procure that any such acceptance(s) is/are not withdrawn;

(b) to the Scheme becoming effective shall be read as references to the Offer becoming unconditional in all respects;

(c) to the Scheme Circular shall be read as references to the Offer Document; and

(d) to the Scheme lapsing or being withdrawn shall be read as references to the lapsing or withdrawal of the Offer.

9 Interpretation, conditions and general

9.1 In this undertaking:

(a) references to the **Acquisition** are to the proposed acquisition of all of the issued and to be issued ordinary shares of the Company by the Offeror pursuant to the Scheme (or, if applicable the Offer) and shall include any increased or revised acquisition proposal(s) made by the Offeror;

(b) references to **business day** are to a day not being a Saturday or a Sunday on which banks are open for business in the City of London;

(c) references to the **Offer** mean any takeover offer made by or on behalf of the Offeror on such terms (including any new, increased, renewed or revised offer) as represents, on such basis as the Offeror's Financial Adviser may reasonably consider appropriate, no diminution in the value of the consideration offered under the terms set out in the Rule 2.7 Announcement or as may be required to comply with the requirements of the Panel, the Financial Conduct Authority or the London Stock Exchange;

(d) references to the **Offer Document** shall mean the formal document containing the Offer and shall (where appropriate) include and extend to any related or ancillary document including any such document required to comply with any applicable law or regulation;

(e) references to the **Offeror's Financial Adviser** means Darblay Capital Ltd;

(f) references to the **Scheme** shall mean the scheme of arrangement to implement the Acquisition under Part 26 of the Companies Act 2006 substantially on the terms of the Rule 2.7 Announcement (or any other new, increased or revised scheme) as represents, on such basis as the Offeror's Financial Adviser may reasonably consider appropriate, no diminution in the value of the consideration offered under the terms set out in the Rule 2.7 Announcement or as may be required to comply with the requirements of the Panel, the Financial Conduct Authority or the London Stock Exchange; and

(g) references to the **Scheme Circular** shall mean the formal document containing the Scheme and shall (where appropriate) include and extend to any related or ancillary document including any such document required to comply with any applicable law or regulation.

9.2 Nothing in this undertaking shall oblige the Offeror to announce or make the Acquisition.

9.3 With regard to any of the Shares not registered in our name, this undertaking is intended to secure that the registered holder(s) will approve the Scheme in respect of the Shares and the confirmations, representations, warranties and undertakings contained in this undertaking are given by us on behalf of such registered holder(s) and we undertake to ensure the compliance by such person(s) with those confirmations, representations, warranties and undertakings.

9.4 No term of this undertaking is enforceable under the Contracts (Rights of Third Parties) Act 1999 by a person who is not a party to this undertaking.

9.5 This undertaking contains the whole agreement between the Offeror and us relating to the subject matter of this undertaking at the date hereof to the exclusion of any terms implied by law which may be excluded by contract. We acknowledge that we have not been induced to sign this undertaking by any representation, warranty or undertaking not expressly incorporated into it.

9.6 Any time, date or period mentioned in this undertaking may be extended by mutual agreement between the parties hereto or otherwise as provided herein but as regards any time, date or period originally fixed or so extended as aforesaid time shall be of the essence.

9.7 We confirm that (i) in executing this undertaking, we are not a client of the Offeror's Financial Adviser for the purposes of the rules of the Financial Conduct Authority and that accordingly the Offeror's Financial Adviser is not responsible to us for providing protections afforded to its clients or advising us on any matter relating to the Offer; and (ii) we have been given an adequate opportunity to consider whether or not to give this undertaking and to obtain independent advice about the nature of this undertaking.

10 Governing law and jurisdiction

10.1 This undertaking and any non-contractual obligations connected with it shall be governed by and construed in accordance with English law.

10.2 We hereby irrevocably:

(a) agree that the courts of England and Wales are to have exclusive jurisdiction, and that no other court is to have jurisdiction to: (i) determine any claim, dispute or difference arising under or in connection with this undertaking or in connection with the negotiation, existence, legal validity, enforceability or termination of this undertaking, whether the alleged liability shall arise under the law of England and Wales or under the law of some other country and regardless of whether a particular cause of action may successfully be brought in the English courts (**Proceedings**); and (ii) grant interim remedies, or other provisional or protective relief; and

(b) submit to the exclusive jurisdiction of such courts and accordingly any Proceedings may be brought against us or any of our assets in such courts.

This undertaking has been executed as a deed and it has been delivered on the date stated at the beginning of this undertaking.

Schedule 1

Ownership of the Company Shares

Registered and beneficial holdings of Shares

(1) Registered Holder	(2) Beneficial Owner	(3) Number of Shares
UBS Europe SE, Luxembourg Branch	Axia Investments Limited	49,519,659

UK-#770716729v2

SIGNED as a Deed by Dean Du)

For and on behalf of Doxa Partners LLP)

In the presence of)

[redacted]

....

Signature of Member

Name of witness: [redacted])

Occupation of witness: [redacted])

)

Address of witness: [redacted]

............[redacted]............................

Signature of witness