

Dated

2014

WIZARD PARENT LLC

AND

MICRO FOCUS INTERNATIONAL PLC

AND

THE WIZARD SHAREHOLDERS

RELATIONSHIP AGREEMENT

relating to the re-admission of the entire issued  
and to be issued share capital of  
Micro Focus International plc  
to the Official List and to trading on  
the London Stock Exchange

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**THIS AGREEMENT** is made on

2014

**BETWEEN**

- (1) **MICRO FOCUS INTERNATIONAL PLC** incorporated in England and Wales with registered number 05134647 and whose registered office is at The Lawn, Old Bath Road, Newbury, Berkshire RG14 1QN (the "**Company**");
- (2) **WIZARD PARENT, LLC** incorporated in Delaware whose address is at 705 5<sup>th</sup> Avenue South, Suite 1100, Seattle WA 98104 ("**Wizard**");
- (3) **THE ENTITIES LISTED IN SCHEDULE 1, Part I** (together, "**Francisco**");
- (4) **THE ENTITIES LISTED IN SCHEDULE 1, Part II** (together, "**Golden Gate**");
- (5) **THE ENTITIES LISTED IN SCHEDULE 1, Part III** (together "**Bravo**"); and
- (6) **THE ENTITIES LISTED IN SCHEDULE 1, Part IV** (together "**Elliot**");

(together, the "**Parties**").

**WHEREAS:**

- (A) The Company and Wizard, amongst other parties, have entered into the Merger Agreement, pursuant to which the Company has agreed to issue 86,595,711 Ordinary Shares to Wizard in exchange for the merger of a subsidiary of the Company with The Attachmate Group Inc. (the "**Transaction**").
- (B) The Transaction will be a reverse takeover for the purposes of the Listing Rules and the Company intends to apply for re-admission to the Official List and to trading on the London Stock Exchange's market for listed securities of the whole of the ordinary share capital of the Company on completion of the Transaction.
- (C) Following Admission it is expected that Wizard will own 40.0 per cent. of the issued Ordinary Shares or 38.2 per cent. of the issued Ordinary Shares in the event that the proposed return of value does not occur.
- (D) The Wizard Shareholders own membership interests representing approximately 88.7 per cent. of the economic equity interests in Wizard (based on estimated aggregate equity valuation).
- (E) The Parties have entered into this Agreement in order to record certain matters agreed between them in anticipation and facilitation of the Offering and Admission, and to regulate the continuing relationship between Wizard and the Company after Admission.

**NOW IT IS HEREBY AGREED** as follows:

**1. DEFINITIONS AND INTERPRETATION**

**1.1** In this Agreement and the Schedules to it:

**Admission** means the admission of the Consideration Shares to the Official List and to trading on the London Stock Exchange's market for listed securities;

**Adviser** means a person's financial or legal advisers or accountants or auditors;

**Articles of Association** means the Company's articles of association from time to time;

**Associate** shall have the meaning set out in the Listing Rules;

**Board** means the board of directors of the Company as constituted from time to time or, where the context allows, a duly authorised committee thereof;

**Business Day** means a day (other than a Saturday, Sunday or public holiday) on which banks are open for business in London;

**Chairman** means the Chairman of the Board (and of the Independent Board) from time to time;

**Companies Act** means the Companies Act 2006;

**Confidential Information** means any information of a confidential nature relating to the directors, employees, customers, business, assets or affairs of the Group;

**Consideration Shares** means the new Ordinary Shares to be issued as consideration pursuant to the Merger Agreement;

**Corporate Governance and Compliance Policies** means all policies or codes relating to corporate governance and regulatory compliance adopted by the Board from time to time or to which the Company or the Directors (in that capacity) are from time to time subject, including the Model Code (or any securities dealing code), the Corporate Governance Code, any Listing Rules compliance manual or procedures, any Disclosure and Transparency Rules compliance manual or procedures and any communications code or policy;

**Corporate Governance Code** means the UK Corporate Governance Code dated September 2012 issued by the Financial Reporting Council as amended from time to time;

**CREST** means the relevant system (as defined in the Uncertificated Securities Regulations 2001) of which Euroclear UK & Ireland is the Operator (as defined in the Uncertificated Securities Regulations 2001);

**Director** means a director of the Company from time to time;

**Disclosure and Transparency Rules** means the disclosure and transparency rules from time to time made by the UK Listing Authority under Part VI of the FSMA;

**Disposal** has the meaning given in Clause 4.3;

**Equity Interest** means any interest, whether by the holding of any securities or otherwise, entitling the holder to participate in any distribution of the profits or capital of any Undertaking, or generally to exercise Voting Rights in respect of any Undertaking at any general meeting of such Undertaking's shareholders or proprietors;

**First Director Appointment Interest** means an Interest, either direct or indirect, in 15 per cent. or more of the issued ordinary share capital of the Company or which carries 15 per cent. or more of the aggregate Voting Rights in the Company from time to time;

**FSMA** means the Financial Services and Markets Act 2000 as amended;

**Group** means the Company, its subsidiary undertakings from time to time (including, after completion of the Merger Agreement, The Attachmate Group Inc. and its subsidiaries), and any other Undertaking over which the Company has the right or ability, directly or indirectly to control or direct the management or policies of, whether through ownership of an Equity Interest or otherwise or an Undertaking which the Company possesses or is entitled to acquire the majority of the issued share capital or the Voting Rights in or the right to receive the majority of the income on any distribution by it of all of its income or the majority of its assets on a winding up, and references to a "**member of the Group**" (and derivations thereof) shall be construed accordingly;

**Independent Board** means the board of directors of the Company from time to time excluding any Representative Directors;

**Interest** means, in relation to the share capital of the Company, an interest of any size in such share capital of a type which is taken into account in deciding whether a notification to the Company would be required under Part 22 of the Companies Act, or if the Company is not a public company at the relevant time, such an interest which would be so taken into account if the Company were a public company;

**Listing Rules** means the listing rules from time to time made by the UK Listing Authority under Part VI of FSMA;

**Lock-up Period** means the period of 365 days from the date of Admission;

**London Stock Exchange** means London Stock Exchange plc;

**Market Abuse Regime** means sections 89 and 90 of the Financial Services Act 2012 and Part VIII of FSMA and the Code of Market Conduct issued by the Financial Conduct Authority in accordance with section 119 of the FSMA, as amended and Part V of the Criminal Justice Act 1993 and all other laws and regulations in the UK and any other

jurisdiction which regulate, or create offences relating to, the making of misleading statements or actions, conduct or omissions which relate to or affect the price, value or market in any securities or any other matters which are the same or similar to those regulated by such Code of Market Conduct, in each case to the extent applicable to any matter relevant to shares or other securities of any member of the Group;

**Merger Agreement** means the agreement dated 15 September 2014 entered into between Wizard, the Company, Minerva Merger Sub, Inc. and The Attachmate Group, Inc. setting out the terms of the Transaction;

**Minimum Interest** means an interest, either directly or indirectly of ten (10) per cent. or more of the issued ordinary share capital of the Company or which carries ten (10) per cent. or more of the aggregate Voting Rights in the Company from time to time.

**Model Code** means the Model Code appearing as Annex 1 to Chapter 9 of the Listing Rules;

**Monthly Accounting Period** means each monthly accounting period of the Company, Wizard or any Wizard Shareholder as the case may be;

**Official List** means the Official List of the UK Listing Authority;

**Ordinary Shares** means ordinary shares in the capital of the Company having the rights set out in the Articles of Association;

**Panel** means the Panel on Takeovers and Mergers;

**Relevant Interest** means an Interest, either direct or indirect, in 30 per cent. or more of the issued ordinary share capital of the Company or which carries 30 per cent. or more of the aggregate Voting Rights in the Company from time to time;

**Representative Director** means a Director appointed and removed pursuant to Clause 5;

**Second Director Appointment Interest** means an Interest, either direct or indirect, in 30 per cent. or more of the issued ordinary share capital of the Company or which carries 30 per cent. or more of the aggregate Voting Rights in the Company from time to time;

**Takeover Code** means the UK City Code on Takeovers and Mergers;

**UK Listing Authority** means the Financial Conduct Authority acting in its capacity as the competent authority for the purposes of Part VI of FSMA 2000, including where the context so permits, any committee, employee, officer or servant to whom any function of the UK Listing Authority may for the time being be delegated;

**Undertaking** means a company, body corporate, partnership, joint venture or other economic enterprise (whether or not a body corporate) carrying on a business (whether or not for profit);

**Voting Rights** means, in relation to any Undertaking, voting rights attaching to securities of the relevant Undertaking which are generally exercisable at meetings of shareholders of the relevant Undertaking;

**Wizard Board** means the board of managers of Wizard;

**Wizard Manager** means a manager of Wizard;

**Wizard Shareholders** means Francisco, Golden Gate, Elliott and Bravo;

**Wizard Shares** means units in the capital of Wizard; and

**Working Hours** means 9.30 a.m. to 5.30 p.m. on a Business Day.

**1.2** In this Agreement, unless otherwise specified:

**1.2.1** references to Clauses, sub-Clauses, paragraphs and sub-paragraphs are to clauses, sub-clauses, paragraphs and sub-paragraphs of this Agreement;

**1.2.2** a reference to any statute or statutory provision shall be construed as a reference to the same as it may have been, or may from time to time be, amended, modified or re-enacted except to the extent that any amendment or modification made or coming into effect of any statute or statutory provision after the date of this Agreement would increase or alter the liability of any Party under this Agreement;

**1.2.3** the words "**subsidiary undertaking**", "**parent undertaking**" and "**director**" shall have the same meanings in this Agreement as their respective definitions in the Companies Act;

**1.2.4** references to a "**company**" shall be construed so as to include any company, corporation or other body corporate, wherever and however incorporated or established;

**1.2.5** references to a "**person**" shall be construed so as to include any individual, firm, company, government, state or agency of a state or any joint venture, association or partnership (whether or not having separate legal personality);

**1.2.6** use of any genders includes the other genders;

**1.2.7** references to writing shall include any modes of reproducing words in a legible and non-transitory form (but not electronic mail);

**1.2.8** any references to books, records or other information means books, records or other information in any form including paper, electronically stored data, magnetic media, film and micro-film;

- 1.2.9 references to times of the day are to London time;
- 1.2.10 headings to Clauses are for convenience only and do not affect the interpretation of this Agreement; and
- 1.2.11 the words "**including**" and "**includes**" mean "including (or includes) without limitation".

1.3 The liability of Wizard and the Wizard Shareholders under this Agreement shall be several and extend only to any loss or damage arising out of their own breaches or those of their Associates. For the avoidance of doubt and notwithstanding anything to the contrary in this Agreement, in the event of any breach of the terms of this Agreement arising out of the action or inaction of a Wizard Shareholder or any of its Associates, the Parties acknowledge and agree that the Company's sole recourse in respect of such breach shall be against such Wizard Shareholder and that Wizard shall not itself be responsible for any such breach.

## 2. **CONDITION**

Other than the provisions of Clauses 1, 2, and 9 to 23 which shall take immediate effect upon the signing of this Agreement by all Parties to it, the obligations of the Parties under this Agreement shall take effect on and from Admission provided that it is not later than 12 February 2015 (or such later date as may be agreed between the Parties). If Admission does not occur on or before such date, this Agreement and any other agreement entered into pursuant to it shall terminate and be of no further force nor effect.

## 3. **UNDERTAKINGS IN RESPECT OF THE COMPANY**

3.1 Wizard agrees that for so long as it and its Associates and any person acting in concert with it hold (in aggregate) a Relevant Interest it shall procure that:

3.1.1 all transactions and relationships between (a) Wizard or, to the extent required in order for the Company to comply with the Listing Rules from time to time, any of its Associates and (b) any member of the Group (including trading arrangements) are conducted at arm's length and on normal commercial terms (the Parties hereby acknowledge that this Agreement has been concluded on such a basis);

3.1.2 neither it nor, to the extent required in order for the Company to comply with the Listing Rules from time to time, any of its Associates shall take any action that would have the effect of preventing the Company from complying with its obligations under the Listing Rules (including if relevant to comply with the terms of this Agreement);

3.1.3 neither it nor, to the extent required in order for the Company to comply with the Listing Rules from time to time, any of its Associates shall propose or procure the proposal of any shareholder resolution of the Company which is



intended or appears to be intended to circumvent the proper application of the Listing Rules; and

**3.1.4** it shall abstain and, so far as Wizard is reasonably able, cause its Associates to abstain from voting on any resolution to which LR 11.1.7 R (4) of the Listing Rules (Related Party Transactions) applies relating to a transaction with Wizard or any of its Associates as the related parties.

**3.2** Wizard's obligations to satisfy its undertakings in Clause 3.1 shall include, but shall not be limited to:

**3.2.1** exercising, causing the exercise or, as applicable, preventing the exercise of all shareholder rights in the Company exercisable by it or any of its Associates from time to time in the manner required to give effect to its obligations under this Agreement; and

**3.2.2** subject to each of the Representative Directors' fiduciary duties to the Company, using Wizard's reasonable endeavours to procure that the Representative Directors shall not act in a manner that prejudices the ability of the Company to carry on its business independently of Wizard.

**3.3** Each Wizard Shareholder agrees that, immediately following the acquisition by it (or any of its Associates) of any Voting Rights in the Company and for so long as such Wizard Shareholder (together with its Associates and any person acting in concert with such Wizard Shareholder) and Wizard and its Associates (together with any person acting in concert with Wizard), together hold, in aggregate, a Relevant Interest, then it shall procure that:

**3.3.1** all transactions and relationships between (a) such Wizard Shareholder or, to the extent required in order for the Company to comply with the Listing Rules from time to time, its Associates and (b) any member of the Group (including trading arrangements) are conducted at arm's length and on normal commercial terms (the Parties hereby acknowledge that this Agreement has been concluded on such a basis);

**3.3.2** neither it nor, to the extent required in order for the Company to comply with the Listing Rules from time to time, its Associates shall take any action that would have the effect of preventing the Company from complying with its obligations under the Listing Rules (including if relevant to comply with the terms of this Agreement);

**3.3.3** neither it nor, to the extent required in order for the Company to comply with the Listing Rules from time to time, its Associates shall propose or procure the proposal of any shareholder resolution of the Company which is intended or appears intended to circumvent the proper application of the Listing Rules; and

**3.3.4** it shall abstain and, so far as such Wizard Shareholder is reasonably able, cause its respective Associates to abstain from voting on any resolution to which LR 11.1.7 R (4) of the Listing Rules (Related Party Transactions) applies relating to a transaction with such Wizard Shareholder or any of its Associates as the related parties.

**3.4** Notwithstanding Clause 3.1, nothing in this Agreement shall prevent the Company, or any member of the Group, from paying any reasonable fees and expenses to the Representative Directors, on a consistent basis with any other non-executive Directors or any entity providing the services of the Representative Directors to the Company, in respect of the performance of the Representative Directors' duties as a Director.

**3.5** Each Wizard Shareholder undertakes to procure so far as it is reasonably able (solely by virtue of its rights as a shareholder in Wizard and, subject to the fiduciary duties of the relevant Wizard Manager, through any Wizard Manager appointed by it) that Wizard satisfies its obligations under this Agreement and (to the extent of such rights) shall take such actions to satisfy such undertaking, which shall include but shall not be limited to:

**3.5.1** exercising, causing the exercise or, as applicable, preventing the exercise of all member rights in Wizard exercisable by it or any of its Associates from time to time; and

**3.5.2** subject to the fiduciary duties of the relevant Wizard Manager, exercising, causing the exercise or, as applicable, preventing the exercise of all voting rights it, or any Wizard Manager appointed by that Wizard Shareholder, may have on Wizard Board,

in the manner required to give effect to its obligations under this Agreement.

**3.6** Wizard confirms that, following Admission and subject as provided in Clauses 4.3.2 to 4.3.8, it intends to maintain the listing of the Ordinary Shares on the premium listing segment of the Official List and to trading of the Ordinary Shares on the London Stock Exchange's main market for listed securities.

#### **4. TRANSACTIONS IN THE SECURITIES OF THE COMPANY AND WIZARD**

**4.1** Wizard and each Wizard Shareholder undertakes that for a period of 365 days following the date of Admission it shall consult with the Chairman, in reasonable time, prior to divesting any interest in the issued Ordinary Shares in the Company with a view to maintaining an orderly market in the Ordinary Shares.

**4.2** Wizard warrants, and shall warrant at Admission, that it has not, directly or indirectly, offered, allotted, issued, lent, mortgaged, assigned, charged, pledged, sold or contracted to sell or issue, issue or sell options in respect of, or otherwise disposed of, directly or indirectly, or announced an offering or issue of, any interest in any Ordinary Shares to be held by it immediately following Admission directly or indirectly, (or any interest therein or

in respect thereof) or any other securities, to be held by it directly or indirectly, exchangeable for or convertible into, or substantially similar to, Ordinary Shares or entered into any transaction with the same economic effect as, or agreed to do, any of the foregoing.

**4.3** Wizard undertakes to the Company that, during the Lock-up Period it will not, without the prior written consent of the Independent Board directly or indirectly, offer, allot, issue, lend, mortgage, assign, charge, pledge, sell or contract to sell or issue, issue or sell options in respect of, or otherwise dispose of, directly or indirectly, or announce an offering or issue of, any interest in any Ordinary Shares held by it directly or indirectly, (or any interest therein or in respect thereof) or any other securities, held by it directly or indirectly, exchangeable for or convertible into, or substantially similar to, Ordinary Shares or enter into any transaction with the same economic effect as, or agree to do, any of the foregoing (each, a "**Disposal**"). The restriction contained in this Clause 4.3 shall not prohibit Wizard from:

**4.3.1** transferring Ordinary Shares to a Wizard Shareholder or any Associate of such Wizard Shareholder or to any person ultimately beneficially entitled to such shares provided that such Wizard Shareholder(s) or their respective Associate or other transferee enter(s) into an agreement in favour of the Company undertaking to be bound by the provisions applicable to Wizard in this Clause 4.3;

**4.3.2** accepting or voting in favour of a general offer made to all holders of issued and allotted Ordinary Shares for the time being (other than Ordinary Shares held or contracted to be acquired by the offeror or its associates within the meaning of the Companies Act) made in accordance with the Takeover Code on terms which treat all such holders alike whether by way of a contractual takeover offer (within the meaning of section 974 of the Companies Act) (an "**Offer**") or by way of a scheme or arrangement pursuant to Part 26 of the Companies Act (a "**Scheme**");

**4.3.3** executing and delivering an irrevocable commitment or undertaking to accept an Offer or vote in favour of a Scheme (without any further agreement to transfer or dispose of any Ordinary Shares or any interest therein);

**4.3.4** selling or otherwise disposing of Ordinary Shares pursuant to any offer by the Company to purchase its own Ordinary Shares which is made on identical terms to all holders of Ordinary Shares in the Company;

**4.3.5** transferring or disposing of Ordinary Shares pursuant to a compromise or arrangement between the Company and its creditors or any class of them or between the Company and its members or any class of them which is agreed to by the creditors or members and (where required) sanctioned by the court under the Companies Act;

- 4.3.6 taking up any rights granted in respect of a rights issue or other pre-emptive share offering by the Company;
- 4.3.7 disposing of Ordinary Shares in accordance with any order made by a court of competent jurisdiction; or
- 4.3.8 depositing or withdrawing any Ordinary Shares into or out of (as the case may be) CREST (including through any intermediary, broker or other person).

Wizard further undertakes to the Company to, during the period of 365 days from the expiry of the Lock-up Period, provide the Independent Board with 5 Business Days' notice in writing of any proposed Disposal to be made by it.

- 4.4 The Company will consider (acting reasonably and in good faith) all reasonable requests from Wizard or the Wizard Shareholders to provide reasonable assistance at Wizard's cost to Wizard, the Wizard Shareholders and their Associates in connection with a Disposal.
- 4.5 Wizard and each Wizard Shareholder (with respect to a transfer by such Wizard Shareholder) undertakes to the Company to use reasonable endeavours to procure that, in the event of a transfer, allotment or issue of any Wizard Share by a Wizard Shareholder, such transferee or allottee shall first have entered into a deed in favour of the Parties, undertaking to be bound by the provisions of this Agreement as if it had been named as a Wizard Shareholder in this Agreement, provided that if such transferee or allottee would, on such transfer or allotment, be treated as a controlling shareholder of the Company for the purposes of the Listing Rules, the obligation on Wizard and each Wizard Shareholder (with respect to a transfer by such Wizard Shareholder) to procure such a deed shall be absolute.
- 4.6 If prior to the transfer, allotment or issue of any Wizard Share by a Wizard Shareholder, Wizard and/or such Wizard Shareholder fails to procure that any transferee or allottee enters into a deed in favour of the Parties, undertaking to be bound by the provisions of this Agreement as if it had been named as a Wizard Shareholder in this Agreement, then a proportion of the Interests that would be used to determine whether Wizard, the Wizard Shareholder and any of their respective Associates taken together own either a First Director Appointment Interest or a Second Director Appointment Interest for the purposes of Clause 5 will be disregarded for the purposes of that determination, such proportion being equal to the proportion which the Wizard Shares so transferred, allotted or issued bears to the total number of Wizard Shares in issue.

## 5. REPRESENTATIVE DIRECTORS

- 5.1 Subject to Clause 4.6, for the period from Admission and for such time as Wizard, the Wizard Shareholders and any of their respective Associates taken together own a Second Director Appointment Interest and provided that Wizard holds at least a First Director Appointment Interest, Wizard shall be entitled from time to time to appoint two Directors of the Board (each a "**Representative Director**") and to remove from office any person so appointed and appoint another person in that person's place.

- 5.2** If Wizard, the Wizard Shareholders and any of their respective Associates taken together cease to own a Second Director Appointment Interest but, subject to Clause 4.6, Wizard continues to own at least a First Director Appointment Interest, Wizard shall be entitled, for so long as Wizard holds at least a First Director Appointment Interest, from time to time to appoint only one person as a Representative Director (or two Representative Directors, in the event such additional appointment is mutually agreeable to Wizard and the Independent Board at such time) and shall be entitled to remove from office any such person so appointed and to appoint another person in his place.
- 5.3** Wizard shall procure that each Representative Director (and his or her alternate) is a natural person with experience, skill and integrity reasonably appropriate for a director of a listed company.
- 5.4** Any nomination or removal of a Representative Director under Clause 5.1 or Clause 5.2 shall be by notice in writing delivered to the Company and signed by or on behalf of Wizard and, in the case of removal of a Representative Director, the notice served by Wizard shall constitute an offer by the relevant appointee to the Board to resign forthwith or, if a date for his removal is specified in such notice, on that date, in each case without seeking compensation for loss of office.
- 5.5** If Wizard ceases to be entitled to appoint any Representative Director as a result of Wizard no longer having a First Director Appointment Interest or a Second Director Appointment Interest or the termination of this Agreement then, unless the Independent Board by majority resolution approves otherwise, Wizard shall procure the resignation of such individual(s) as soon as practicable.
- 5.6** Notwithstanding any other provision of this Agreement, the Company may by notice in writing immediately terminate the appointment of a Representative Director if:
- 5.6.1** the Representative Director is disqualified by law from acting as a Director for any reason;
  - 5.6.2** the Company removes such Representative Director as an office holder in accordance with the Companies Act 2006 or in accordance with the Articles of Association (other than pursuant to Article 81(f));
  - 5.6.3** the Representative Director commits a material breach of his obligations under the terms of his appointment;
  - 5.6.4** the Representative Director is required to resign as a Director when a takeover offer made for the entire issued share capital of the Company becomes wholly unconditional in the event that the Company is taken over, if asked to do so by the Board; or
  - 5.6.5** (and pursuant to) a notice is received by the Company from Wizard in accordance with this Clause 5.

- 5.7** Wizard agrees that if a Representative Director is dismissed by the Company for any reason set out in Clauses 5.6.1 to 5.6.3 then Wizard will use reasonable endeavours to procure the resignation of such individual as soon as reasonably practicable and, save where the Representative Director is dismissed by the Company for the reason set out in Clause 5.6.1 to 5.6.3 and such reason ceases to apply to the Representative Director, Wizard will not be entitled to nominate such individual for re-appointment as the Representative Director.
- 5.8** For so long as Wizard holds a First Director Appointment Interest or a Second Director Appointment Interest, all Board meetings (whether in person, by telephone or otherwise) shall be convened on reasonable notice.
- 5.9** The provisions of this Agreement relating to the appointment of Representative Directors shall take effect subject to the Articles of Association.
- 5.10** Wizard acknowledges that the day to day management of the Group shall be the sole responsibility of the Board and recognises that any decisions made by the Directors comprising the Board (including the Representative Directors) shall be made in accordance with the fiduciary duties of the Directors.
- 5.11** The Company shall reimburse each Representative Director all such reasonable expenses as he may incur in attending and returning from Board meetings or of any committee of the Directors or shareholders' meetings or otherwise in connection with the business of the Company.
- 5.12** Each Representative Director shall enter into a letter of appointment and confidentiality undertaking with the Company in a form which is reasonably acceptable to the Company and remains subject at all times to the provisions of the Articles of Association including, but not limited to, the obligation to retire at each annual general meeting of the Company. The proposed form of letter of appointment and confidentiality undertaking is as attached as Schedule 2 (subject to such amendments as may be agreed between the Company and the relevant Representative Director).

## **6. PROVISION OF INFORMATION**

- 6.1** Subject to Clause 6.3, Wizard and the Wizard Shareholders may on reasonable notice during Working Hours and for such time as Wizard, the Wizard Shareholders and their respective Associates together own a Minimum Interest:
- 6.1.1** discuss the affairs, finances and accounts of the Company and any other member of the Group with the Company's officers and principal executives; and
- 6.1.2** inspect and make copies of all books, records, accounts, documents and vouchers relating to the businesses and the affairs of the Company and any other member of the Group.

**6.2** Subject to Clause 6.3, for such time as Wizard, the Wizard Shareholders and their respective Associates taken together own a Minimum Interest, the Company shall at the expense of the person making the request provide the following information to Wizard and the Wizard Shareholders at the frequency indicated in relation to each category:

**6.2.1** such financial or other information as is necessary or reasonably required by Wizard and the Wizard Shareholders for the purposes of their accounting or other requirements including, without limitation, tax information and financial reporting information (as soon as reasonably practicable after the end of each Monthly Accounting Period or as soon as reasonably practicable following any request to the Company and in any case as soon as reasonably practicable after such request); and

**6.2.2** such legal and regulatory information as is necessary or reasonably required by Wizard and the Wizard Shareholders for the purposes of complying with any requests from or obligations to any governmental, taxation, regulatory or licensing authorities (as soon as reasonably practicable following any request to the Company and in any case within any reasonable period and prior to any reasonable deadline as advised by Wizard and the Wizard Shareholders to which Wizard and the Wizard Shareholders are subject).

**6.3** The provisions of Clauses 6.1 and 6.2 shall be subject to all applicable law and regulations including the Listing Rules, the provisions of the London Stock Exchange and the Takeover Code, the Disclosure and Transparency Rules and any other applicable regulatory requirements relating to the disclosure of information by a listed company and accordingly shall not require the Company to do anything which would reasonably likely to be in breach thereof.

**6.4** Each of Wizard and the Wizard Shareholders agrees that it shall provide such non-Confidential Information relating to it or to any member of Wizard as any member of the Group reasonably requests (which shall include details of its shareholders), provided always that the information requested is necessary or reasonably required by the Company (or any member of the Group):

**6.4.1** in order to enable the requesting party or any of its Associates to comply with any requests from or their respective reporting obligations to any governmental, taxation, regulatory or licensing authority; or

**6.4.2** for the requesting party or any of its Associates to comply with its statutory reporting obligations, including in connection with the preparation and audit of its financial records; or

**6.4.3** to ensure compliance with this Agreement,

in each case, in any relevant jurisdiction.

**6.5** Wizard shall notify the Company in writing as soon as reasonably practicable of any change in the ownership of Wizard Shares upon it becoming aware of the same.

## **7. CORPORATE GOVERNANCE**

Wizard agrees and undertakes, so far as applicable to it as a shareholder in the Company, to:

**7.1** use reasonable endeavours to procure that the Representative Directors comply with the Corporate Governance and Compliance Policies; and

**7.2** procure that its shareholder rights, and shall use reasonable endeavours to procure that the shareholder rights of its Associates from time to time, shall not be exercised in a manner that would prevent full compliance by the Company with the Corporate Governance and Compliance Policies.

## **8. DURATION AND TERMINATION**

**8.1** Subject to Clause 8.2 and 8.3, this Agreement shall continue for so long as Wizard, the Wizard Shareholders or any of their respective Associates holds (in aggregate) a Minimum Interest and otherwise shall terminate (except for Clauses 1, 2 and 9 to 23) immediately.

**8.2** Subject to Clause 8.3 and 8.4, all of the rights and obligations of a Wizard Shareholder in connection with this Agreement shall immediately cease and determine to the extent that Wizard Shareholder ceases to have any interest, either directly or indirectly in the issued ordinary share capital of Wizard.

**8.3** All rights and benefits enjoyed by:

**8.3.1** Wizard or any of its Associates by reason of this Agreement (including the right to nominate Representative Directors pursuant to Clause 5) shall terminate at the election of the Company by written notice to Wizard if Wizard is in material breach of this Agreement and, if such breach is capable of remedy, that breach remaining unremedied for a period of 10 Business Days from being notified of the breach by the Company; and

**8.3.2** each Wizard Shareholder or any of its Associates by reason of this Agreement shall terminate at the election of the Company by written notice to such Wizard Shareholder if such Wizard Shareholder is in material breach of this Agreement and, if such breach is capable of remedy, that breach remaining unremedied for a period of 10 Business Days from being notified of the breach by the Company.

**8.4** Any termination of this Agreement shall be without prejudice to any provisions hereof which are expressed to continue in force thereafter and shall be without prejudice to any rights or obligations which may have accrued prior to the date on which this Agreement terminated in respect of the relevant Party.



**9. NOTICES**

**9.1** A notice under this Agreement shall only be effective if it is in writing.

**9.2** Notices under this Agreement shall be sent to a Party to this Agreement at its address and for the attention of the individual set out below:

<b>Party</b>	<b>Address</b>	<b>Email Address</b>
Micro Focus International plc	The Lawn, 22-30 Old Bath Road Newbury Berkshire RG14 1QN	<a href="mailto:k1337@microfocus.com">k1337@microfocus.com</a> <a href="mailto:mike.phillips@microfocus.com">mike.phillips@microfocus.com</a> jane.smithard@microfocus.com
Wizard Parent, LLC	Kirkland & Ellis LLP 555 California St. San Francisco, CA 94104 Attention: Jeremy Veit	jveit@kirkland.com; Golob@franciscopartners.com; and pashe@goldengatecap.com
	With copies to:  Francisco Partners Management, LLC c/o Francisco Partners GP II, LP One Letterman Drive Building C – Suite 410 San Francisco, CA 94129 Attention: David Golob  Golden Gate Capital One Embarcadero Center, 39th Floor San Francisco, CA 94111 Attention: Prescott Ashe	
Golden Gate	Golden Gate Capital 1 Embarcadero Center Ste 3900, San Francisco, CA 94111, United States	soetgen@goldengatecap.com

Francisco	One Letterman Drive, Building C, Suite 410, San Francisco, California 94129, United States of America	legal@franciscopartners.com  (Except for Francisco Partners Fund E LLC, where the relevant e-mail addresses shall be: jlevine@elliottmgmt.com and azhang@elliottmgmt.com)
Elliott	Waverly Securities LP c/o Elliott Management Corporation 40 West 57 <sup>th</sup> Street New York, NY 10019 Attention: Jesse Cohn, Elliott Greenberg and Rajat Bose	jcohn@elliottmgmt.com; egreenberg@elliottmgmt.com; and rbose@elliottmgmt.com
Bravo	300 North La Salle Street Suite 4350, Chicago, IL 60654, United States	lmitchell@thomabravo.com; and kdowling@thomabravo.com

provided that a Party may change its notice details on giving notice to the other Party of the change in accordance with this Clause 9.2.

**9.3** Any notice given under this Agreement shall, in the absence of earlier receipt, be deemed to have been duly given as follows:

**9.3.1** if delivered personally, on delivery;

**9.3.2** if sent by first class post, two clear Business Days after the date of posting; and

**9.3.3** if sent by email, when sent.

**9.4** Any notice given under this Agreement outside Working Hours in the place to which it is addressed shall be deemed not to have been given until the start of the next period of Working Hours in such place.

## **10. CONFIDENTIALITY**

### **10.1 Confidential Information**

Wizard shall procure that, subject to Clauses 10.2 and 10.3, any Confidential Information received or acquired by Wizard, a Wizard Shareholder, a Representative Director or his or her alternate (the "**Recipient**") in connection with the Representative Director's appointment to the Board shall be treated by the Recipient in confidence and shall not be used or disclosed by the Recipient to any other person (except as otherwise provided by this

Agreement or any other agreement with the Independent Board) without the prior written consent of the Independent Board (such consent not to be unreasonably withheld or delayed).

## **10.2 Permitted disclosures**

A Recipient may disclose any Confidential Information properly received by it to its Advisers without the prior written consent of the Independent Board, provided that it procures that such Adviser shall agree and undertake not, in any circumstances, to disclose such Confidential Information to any other person without the prior written consent of the Independent Board.

## **10.3 Exceptions**

The provisions of Clauses 10.1 and 10.2 shall not apply to information which:

- 10.3.1** is in or later comes into the public domain otherwise than as a result of a breach of this Agreement or any other agreement between the Parties or as a result of any breach of any other duty of confidence owed by a Recipient to the Company;
- 10.3.2** is in the possession of the Recipient prior to its receipt from the Company;
- 10.3.3** is independently received from a person possessing it otherwise than as result of any breach by any person of a duty of confidentiality;
- 10.3.4** the Recipient is bound by applicable laws or regulations; or
- 10.3.5** the Parties otherwise agree in advance can be disclosed in order to permit compliance with any public, statutory, legal or regulatory obligations or requirements.

## **10.4 Survival**

The provisions of this Clause 10 shall continue to apply after termination of this Agreement without limit in time.

## **10.5 Applicable law**

Any proposed disclosure of Confidential Information to be made in accordance with this Clause 10 shall be subject to the requirements of applicable law or the rules or requirements of the London Stock Exchange, the Market Abuse Regime or any other competent regulatory organisation.

## **11. ANNOUNCEMENTS**

### **11.1 Opportunity to review**

If the Company, Wizard or any Wizard Shareholder (the "**Announcing Party**") wishes to make any public announcement or communication which refers to:

**11.1.1** any other party to this Agreement; or

**11.1.2** this Agreement or the subject matter of it;

(a "**Public Announcement**") the Announcing Party shall as soon as reasonably practicable before the time at which it proposes to make the Public Announcement, and in any event, to the extent practicable, not less than 48 hours before such time, submit a draft of the relevant Public Announcement to the other parties and shall afford the other parties a reasonable opportunity to review and comment on the content, timing and manner of making or despatch of the Public Announcement and the Announcing Party shall take into account in good faith all reasonable requirements of the other parties in relation thereto.

**11.2** Save as provided in Clause 11.3 and without prejudice to Clause 11.1, no Public Announcement may be made by any party for so long as this Agreement shall subsist without the prior consent of the other parties to this Agreement (such consent not to be unreasonably withheld or delayed).

### **11.3 Exceptions**

The provisions of Clause 11.1 and 11.2 shall not apply to any Public Announcement if and to the extent that it is required by law or by the regulations of the UK Listing Authority, any relevant stock exchange, the Panel or any other relevant regulatory authority or, the information contained in any such Public Announcement has previously been publicly disclosed in accordance with this Agreement, provided that (other than in relation to information which has previously been publicly disclosed in accordance with this Agreement):

**11.3.1** where practical, prior to the making or despatch thereof the Announcing Party shall use all reasonable endeavours to consult with the Company as to the content, timing and manner of making or despatch thereof; and

**11.3.2** the Announcing Party, as applicable, shall take into account all reasonable requirements of the other in relation thereto.

## **12. REMEDIES AND WAIVERS**

**12.1** No delay or omission by either Party to this Agreement in exercising any right, power or remedy provided by law or under this Agreement or any other documents referred to in it shall:

**12.1.1** affect that right, power or remedy; or

**12.1.2** operate as a waiver thereof.

**12.2** The single or partial exercise of any right, power or remedy provided by law or under this Agreement shall not preclude any other or further exercise of it or the exercise of any other right, power or remedy.

**12.3** The Parties to this Agreement agree that monetary damages may not be a sufficient remedy for breach and therefore agree that specific performance may be sought and granted for performance.

**12.4** Except as otherwise expressly provided in this Agreement, the rights, powers and remedies provided in this Agreement are cumulative and not exclusive of any rights, powers and remedies provided by law.

## **13. VARIATION AND ASSIGNMENT**

**13.1** This Agreement may only be varied in writing signed by each of the Parties.

**13.2** The Parties shall not assign, or purport to assign, all or any part of the benefit of, or its rights or obligations under, this Agreement.

## **14. INVALIDITY**

**14.1** If at any time any provision of this Agreement is or becomes illegal, invalid or unenforceable in any respect under the law of any jurisdiction, that shall not affect or impair:

**14.1.1** the legality, validity or enforceability in that jurisdiction of any other provision of this Agreement; or

**14.1.2** the legality, validity or enforceability under the law of any other jurisdiction of that or any other provision of this Agreement.

## **15. FURTHER ASSURANCE**

Each Party shall, from time to time on being required to do so by the other Party, do or procure the doing of all such acts and/or execute or procure the execution of such documents in a form reasonably satisfactory to the other Party as the other Party may reasonably

consider necessary for giving full effect to this Agreement and securing the full benefit of the rights, powers and remedies conferred upon it in this Agreement.

**16. COSTS AND EXPENSES**

Except as otherwise stated in any other provision of this Agreement, the Company shall pay the costs and expenses in relation to the preparation, execution and carrying into effect of this Agreement and all other documents referred to in, or ancillary to, this Agreement.

**17. COUNTERPARTS**

**17.1** This Agreement may be executed in any number of counterparts, and by the Parties to it on separate counterparts, but shall not be effective until each Party has executed at least one counterpart.

**17.2** Each counterpart shall constitute an original of this Agreement, but all the counterparts shall together constitute but one and the same instrument.

**18. WHOLE AGREEMENT**

This Agreement supersedes all previous agreements, arrangements and understandings (whether written or oral) between the Parties in relation to the subject matter of this Agreement and contains the whole agreement between the Parties relating to the subject matter of this Agreement to the exclusion of any terms implied by law which may be excluded by contract.

**19. NO PARTNERSHIP**

Nothing in this Agreement and no action taken by the Parties under this Agreement shall constitute a partnership, association, joint venture or other co-operative entity between the Parties.

**20. CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999**

The Parties to this Agreement do not intend that any term of this Agreement should be enforceable, by virtue of the Contracts (Rights of Third Parties) Act 1999, by any person who is not a Party to this Agreement.

**21. CHOICE OF GOVERNING LAW**

This Agreement and any non-contractual obligations arising out of or in connection with it shall be governed by and construed in accordance with English law.

## **22. JURISDICTION**

- 22.1** The courts of England are to have exclusive jurisdiction to settle any dispute arising out of or in connection with this Agreement. Any Proceedings shall be brought in the English courts.
- 22.2** Each Party waives (and agrees not to raise) any objection, on the ground of forum *non conveniens* or on any other ground, to the taking of proceedings in the English courts. Each Party also agrees that a judgment against it in Proceedings brought in England shall be conclusive and binding upon it and may be enforced in any other jurisdiction.
- 22.3** Each Party irrevocably submits and agrees to submit to the jurisdiction of the English courts.

## **23. AGENT FOR SERVICE**

- 23.1** Wizard shall at all times maintain an agent for service of process and any other documents and proceedings in England or any other proceedings in connection with this Agreement. Such agent shall be Hackwood Secretaries, at its registered office (being, at the date hereof, One Silk Street, London EC2Y 8HQ), and any writ, judgement or other notice of legal process shall be sufficiently served on Wizard if delivered to such agent at its address for the time being. Wizard shall notify the Company in writing in respect of any change to such appointment which shall take effect 30 days after delivery of such notice.
- 23.2** Golden Gate shall at all times maintain an agent for service of process and any other documents and proceedings in England or any other proceedings in connection with this Agreement. Such agent shall be Hackwood Secretaries, at its registered office (being, at the date hereof, One Silk Street, London EC2Y 8HQ), and any writ, judgement or other notice of legal process shall be sufficiently served on Golden Gate if delivered to such agent at its address for the time being. Golden Gate shall notify the Company in writing in respect of any change to such appointment which shall take effect 30 days after delivery of such notice.
- 23.3** Francisco shall at all times maintain an agent for service of process and any other documents and proceedings in England or any other proceedings in connection with this Agreement. Such agent shall be Hackwood Secretaries, at its registered office (being, at the date hereof, One Silk Street, London EC2Y 8HQ), and any writ, judgement or other notice of legal process shall be sufficiently served on Francisco if delivered to such agent at its address for the time being. Francisco shall notify the Company in writing in respect of any change to such appointment which shall take effect 30 days after delivery of such notice.
- 23.4** Elliott shall at all times maintain an agent for service of process and any other documents and proceedings in England or any other proceedings in connection with this Agreement. Such agent shall be Elliott Advisors (UK) Limited, at its registered office (being, at the date hereof, Park House, 116 Park Street London, England W1K 6AF), and any writ, judgement or other notice of legal process shall be sufficiently served on Elliott if delivered to such agent at its address for the time being. Elliott shall notify the Company in writing in respect

of any change to such appointment which shall take effect 30 days after delivery of such notice.

- 23.5** Bravo shall at all times maintain an agent for service of process and any other documents and proceedings in England or any other proceedings in connection with this Agreement. Such agent shall be Hackwood Secretaries, at its registered office (being, at the date hereof, One Silk Street, London EC2Y 8HQ), and any writ, judgement or other notice of legal process shall be sufficiently served on Bravo if delivered to such agent at its address for the time being. Bravo shall notify the Company in writing in respect of any change to such appointment which shall take effect 30 days after delivery of such notice.

**EXECUTED AND DELIVERED** by the Parties as a Agreement on the date first written above:



**EXECUTED** by  
**MICRO FOCUS INTERNATIONAL PLC**  
acting by:

.....  
Director

**EXECUTED** on behalf of **WIZARD PARENT, LLC**

.....  
Authorised signatory

.....  
Authorised signatory

**EXECUTED** on behalf of **FRANCISCO PARTNERS, L.P.**

By: FRANCISCO PARTNERS GP, LLC  
Its: General Partner

By: \_\_\_\_\_  
Name:  
Its: Managing Member

**EXECUTED** on behalf of **FRANCISCO PARTNERS FUND A, L.P.**

By: FRANCISCO PARTNERS GP, LLC  
Its: General Partner

By: \_\_\_\_\_  
Name:  
Its: Managing Member

**EXECUTED** on behalf of **FP ANNUAL FUND INVESTORS, LLC**

By: FRANCISCO PARTNERS MANAGEMENT,  
LLC  
Its: Manager

By: \_\_\_\_\_  
Name:  
Its: Managing Member

**EXECUTED** on behalf of **FRANCISCO PARTNERS II, L.P.**

By: FRANCISCO PARTNERS GP II L.P.  
Its: General Partner

By: FRANCISCO PARTNERS GP II  
MANAGEMENT, LLC  
Its: General Partner

By: \_\_\_\_\_  
Name:  
Title:

**EXECUTED** on behalf of **FRANCISCO PARTNERS PARALLEL FUND II, L.P.**

By: FRANCISCO PARTNERS GP II L.P.  
Its: General Partner

By: FRANCISCO PARTNERS GP II  
MANAGEMENT, LLC  
Its: General Partner

By: \_\_\_\_\_  
Name:  
Title:

**EXECUTED** on behalf of **FRANCISCO PARTNERS  
FUND E, LLC**

By: FRANCISCO PARTNERS II, L.P.  
Its: Managing Member

By: FRANCISCO PARTNERS GP II L.P.  
Its: General Partner

By: FRANCISCO PARTNERS GP II  
MANAGEMENT, LLC  
Its: General Partner

By: \_\_\_\_\_  
Name:  
Title:

**EXECUTED** on behalf of **GOLDEN GATE  
CAPITAL OPPORTUNITY FUND, L.P.**

By: GGC Opportunity Fund Management, L.P.  
Its: General partner

By: GGC Opportunity Fund Management GP, Ltd.  
Its: General partner

By: \_\_\_\_\_  
Name:  
Its: Director

**EXECUTED** on behalf of **GOLDEN GATE  
CAPITAL OPPORTUNITY FUND-A, L.P.**

By: GGC Opportunity Fund Management, L.P.  
Its: General partner

By: GGC Opportunity Fund Management GP, Ltd.  
Its: General partner

By: \_\_\_\_\_  
Name:  
Its: Director

**EXECUTED** on behalf of **GGCOF CO-INVEST, L.P.**

By: GGC Co-Invest Management, L.P.  
Its: General partner

By: GGC Opportunity Fund Management, L.P.  
Its: General partner

By: GGC Opportunity Fund Management GP, Ltd.  
Its: General Partner

By: \_\_\_\_\_

Name:

Its: Director

**EXECUTED** on behalf of **GGCOF THIRD PARTY CO-INVEST, L.P.**

By: GGC Opportunity Fund Management, L.P.  
Its: General partner

By: GGC Opportunity Fund Management GP, Ltd.  
Its: General partner

By: \_\_\_\_\_

Name:

Its: Director

**EXECUTED** on behalf of **GGC INVESTMENT FUND II, LP,**

By: Golden Gate Capital Management II, L.L.C.  
Its: Authorized Representative

By: \_\_\_\_\_

Name:

Its: Managing Director

**EXECUTED** on behalf of **GGC INVESTMENT FUND II (AI), LP**

By: Golden Gate Capital Management II, L.L.C.  
Its: Authorized Representative

By: \_\_\_\_\_  
Name:  
Its: Managing Director

**EXECUTED** on behalf of **GGC ASSOCIATES II-QP, LLC**

By: Golden Gate Capital Management II, L.L.C.  
Its: Authorized Representative

By: \_\_\_\_\_  
Name:  
Its: Managing Director

**EXECUTED** on behalf of **GGC ASSOCIATES II-AI, LLC**

By: Golden Gate Capital Management II, L.L.C.  
Its: Authorized Representative

By: \_\_\_\_\_  
Name:  
Its: Managing Director

**EXECUTED** on behalf of **CCG AV, LLC - SERIES C**

By: Golden Gate Capital Management, L.L.C.  
Its: Authorized Representative

By: \_\_\_\_\_  
Name:  
Its: Managing Director

**EXECUTED** on behalf of **CCG AV, LLC - SERIES A**

By: Golden Gate Capital Management, L.L.C.  
Its: Authorized Representative

By: \_\_\_\_\_  
Name:  
Its: Managing Director

**EXECUTED** on behalf of **THOMA CRESSEY FUND VII, L.P.**

By: TC Partners VII, L.P.  
Its: General Partner

By: Thoma Cressey Bravo, Inc.  
Its: General Partner

By: \_\_\_\_\_  
Name:  
Its: Managing Partner

**EXECUTED** on behalf of **THOMA CRESSEY FRIENDS FUND VII, L.P.**

By: TC Partners VII, L.P.  
Its: General Partner

By: Thoma Cressey Bravo, Inc.  
Its: General Partner

By: \_\_\_\_\_  
Name:  
Its: Managing Partner

**EXECUTED** on behalf of **THOMA BRAVO FUND IX, L.P.,**

By: Thoma Bravo Partners IX, L.P.  
Its: General Partner

By: Thoma Bravo, LLC  
Its: General Partner

By: \_\_\_\_\_  
Name:  
Title: Managing Partner

**EXECUTED** on behalf of **ELLIOTT ASSOCIATES, L.P.**

By: Elliott Capital Advisors, L.P.,  
Its: General Partner

By: Braxton Associates, Inc.,  
Its: General Partner

By: \_\_\_\_\_  
Name:  
Title:

**EXECUTED** on behalf of **ELLIOTT INTERNATIONAL, L.P.**

By: Elliott International Capital Advisors, Inc.,  
Its: Attorney-in-Fact

By: \_\_\_\_\_

Name:

Title:



**SCHEDULE 1**

**WIZARD SHAREHOLDERS**

**PART I - FRANCISCO**

<b>Name of Entity</b>	<b>Registered Address</b>
Francisco Partners, L.P.	LexisNexis Document Solutions Inc. 2711 Centerville Road, Suite 400 Wilmington, Delaware 19808, United States of America
Francisco Partners Fund A, L.P.	LexisNexis Document Solutions Inc. 2711 Centerville Road, Suite 400 Wilmington, Delaware 19808, United States of America
FP Annual Fund Investors, LLC	LexisNexis Document Solutions Inc. 2711 Centerville Road, Suite 400 Wilmington, Delaware 19808, United States of America Corporation Service Company
Francisco Partners II, L.P.	2711 Centerville Road, Suite 400 Wilmington, Delaware 19808, United States of America Corporation Service Company
Francisco Partners Parallel Fund II, L.P.	2711 Centerville Road, Suite 400 Wilmington, Delaware 19808, United States of America Corporation Service Company
Francisco Partners Fund E, LLC	2711 Centerville Road, Suite 400 Wilmington, Delaware 19808, United States of America

**PART II- GOLDEN GATE**

<b>Name of Entity</b>	<b>Registered Address</b>
	Golden Gate Capital
Golden Gate Capital Opportunity Fund, L.P.	1 Embarcadero Center Ste 3900 San Francisco, CA 94111, United States
	Golden Gate Capital
Golden Gate Capital Opportunity Fund-A, L.P.	1 Embarcadero Center Ste 3900 San Francisco, CA 94111, United States
	Golden Gate Capital
GGCOF Co-Invest, L.P.	1 Embarcadero Center Ste 3900 San Francisco, CA 94111, United States
	Golden Gate Capital
GGCOF Third Party Co-Invest, L.P.	1 Embarcadero Center Ste 3900 San Francisco, CA 94111, United States
	Golden Gate Capital
GGC Investment Fund II, LP	1 Embarcadero Center Ste 3900 San Francisco, CA 94111, United States
	Golden Gate Capital
GGC Investment Fund II (AI), LP	1 Embarcadero Center Ste 3900 San Francisco, CA 94111, United States
	Golden Gate Capital
GGC Associates II-QP, LLC	1 Embarcadero Center Ste 3900 San Francisco, CA 94111, United States
	Golden Gate Capital
GGC Associates II-AI, LLC	1 Embarcadero Center Ste 3900

San Francisco, CA 94111, United States

Golden Gate Capital

CCG AV, LLC - Series C

1 Embarcadero Center Ste 3900

San Francisco, CA 94111, United States

Golden Gate Capital

CCG AV, LLC - Series A

1 Embarcadero Center Ste 3900

San Francisco, CA 94111, United States

**PART III - BRAVO**

<b>Name of Entity</b>	<b>Registered Address</b>
Thoma Cressey Fund VII, L.P.	c/o National Registered Agents, Inc. 160 Greentree Drive, Suite 101 Dover, DE 19940, United States
Thoma Cressey Friends Fund VII, L.P.	c/o National Registered Agents, Inc. 160 Greentree Drive, Suite 101 Dover, DE 19940, United States
Thoma Bravo Fund IX, L.P.	c/o National Registered Agents, Inc. 160 Greentree Drive, Suite 101 Dover, DE 19940, United States

**PART IV - ELLIOTT**

<b>Name of entity</b>	<b>Registered Address</b>
Elliott Associates, L.P.	Waverly Securities LP c/o Corporation Trust Center 1209 Orange Street Wilmington, Delaware 19801
Elliott International, L.P.	Waverly Securities LP c/o Corporation Trust Center 1209 Orange Street Wilmington, Delaware 19801

## SCHEDULE 2

### LETTER OF APPOINTMENT AND CONFIDENTIALITY UNDERTAKING

#### STRICTLY PRIVATE AND CONFIDENTIAL

[name]

[address]

[address]

[address]

[•] 2014

Dear [•]

I am writing to set out the terms of your proposed appointment as a non-executive director of Micro Focus International plc (the "**Company**").

**1.1** The terms of your appointment under this letter are conditional upon and subject to completion of the merger agreement to be entered into between, inter alia, the Company, the Attachmate Group, Inc. ("**Attachmate**") and Wizard Parent LLC in relation to the acquisition of Attachmate by the Company (the "**Merger**"). If the Merger has not become effective by [•] 2014 then your appointment will be deemed to have not taken place.

**1.2** Your appointment is subject to the Company's articles of association (the "**Articles**") and the provisions of the Companies Act 2006 (the "**Act**"). Nothing in this letter shall be taken to exclude or vary the terms of the Articles as they apply to you as a director of the Company. In particular, your continued appointment as non-executive director is subject to election by the Company's shareholders at the next annual general meeting ("**AGM**") and to re-election at any subsequent AGM at which either the Articles require. If the shareholders do not re-elect you as a director, or you are retired from office under the Articles, your appointment shall terminate automatically, with immediate effect.

**1.3** Your appointment is as a Representative Director pursuant to (and as defined in) the relationship deed between (i) Company, (ii) Wizard Parent LLC and (iii) the Wizard Shareholders (as defined therein) to be entered into on completion of the Merger (the "**Relationship Agreement**"). You agree to resign forthwith if you receive notice from the Company terminating your appointment in accordance with clause 5.6 of the Relationship Agreement.

**1.4** If there are matters which arise which cause you concern about your role you should discuss them with me or the Senior Independent Director. If you resign for any reason, you should inform me in writing.

## **2. ROLE AND DUTIES**

- 2.1** This is a contract for services and not a contract of employment.
- 2.2** You will exercise your powers in your role as a non-executive director having regard to relevant obligations under prevailing law and regulation, including the Act, the FRC's UK Corporate Governance Code (the "**Governance Code**") and associated guidance and the UK Listing Authority's Listing, Prospectus, and Disclosure and Transparency Rules.
- 2.3** You will also be responsible (collectively with all other directors and individually) for the Company's compliance with the Listing Rules and Disclosure and Transparency Rules of the Financial Conduct Authority, and you will act in accordance with the terms of the Relationship Agreement which are applicable to you as the Representative Director.
- 2.4** You will be required to exercise your powers as a director in accordance with the Company's policies and procedures and any internal control framework, including any measures adopted by the Company from time to time for the prevention of bribery and corruption.
- 2.5** You must disclose any direct or indirect interest which you may have in any matter being considered at a Board meeting or committee meeting and, save as permitted under the Articles, you will not vote on any resolution of the Board, or of one of its committees, on any matter where you have any direct or indirect interest.
- 2.6** If you become aware of any wrongdoing or proposed wrongdoing of any employee or director you should inform me.
- 2.7** Unless specifically authorised to do so by the Board, you will not enter into any legal or other commitment or contract on behalf of the Company.

## **3. EXPENSES**

You shall be entitled to reasonable expenses as a director on a basis consistent with any other non-executive director of the Company.

## **4. INDEPENDENCE AND OUTSIDE INTERESTS**

- 4.1** The Board has determined you not to be independent, taking account of the guidance contained in B.1.1 of the Governance Code.
- 4.2** You have already disclosed to the Board the significant commitments you have outside this role. Should your other commitments change so that you are unable to fulfil your duties please let me know.
- 4.3** It is accepted and acknowledged that you have business interests other than those of the Company and have declared any conflicts that are apparent at present. In the event that you

become aware of any further potential or actual conflicts of interest, please disclosed this to me and the Company Secretary as soon as they become apparent.

## **5. CONFIDENTIALITY**

**5.1** All information acquired during your appointment is confidential to the Company and should not be released, communicated, nor disclosed either during or after your appointment.

**5.2** This restriction shall cease to apply to any confidential information which may become available to the public generally.

**5.3** You acknowledge the need to hold and retain company information under appropriately secure conditions.

## **6. PRICE SENSITIVE INFORMATION AND DEALING IN THE COMPANY'S SHARES**

**6.1** You may not at any time enter into any transaction or engage in any behaviour which constitutes "market abuse" under Part VIII of the Financial Services and Markets Act 2000, and your attention is drawn to the requirements under both law and regulation regarding the disclosure of price sensitive information; in particular to the Disclosure and Transparency Rules of the UK Listing Authority and section 52 of the Criminal Justice Act 1993 on insider dealing.

**6.2** During your period of appointment you are required to comply with the provisions of the Model Code, as annexed to the Listing Rules of the UK Listing Authority, in relation to dealing in the Company's listed securities, and any such other code as the Company may adopt from time to time which sets out the terms for dealings by directors in the Company's listed securities. A copy of the current share dealing code adopted by the Company will be provided to you separately.

## **7. TERMINATION**

On termination of your appointment as permitted by the Relationship Agreement, you shall at the request of the Company resign from your office as a director of the Company and all offices held by you in any Group Company and deliver to the Company all documents, records, papers or other company property which may be in your possession or under your control, and which relate in any way to the business affairs of the Company, and you shall not retain any copies thereof.

## **8. INSURANCE AND INDEMNITY**

**8.1** The Company has directors' and officers' liability insurance in place and it is intended to maintain such cover for the full term of your appointment. You have been informed of the



current indemnity limit, on which the Board is updated from time to time. Other details of the cover are available from the Company Secretary.

- 8.2** You will also be granted a deed of indemnity by the Company in a form to be provided to you.

## **9. INDEPENDENT PROFESSIONAL ADVICE**

Circumstances may occur when it will be appropriate for you to seek advice from independent advisers at the Company's expense. A copy of the Board's agreed procedure under which directors may obtain independent advice will be provided by the Company Secretary. The Company will reimburse the reasonable cost of expenditure incurred by you in accordance with its policy.

## **10. CHANGES TO PERSONAL DETAILS**

Please advise the Company Secretary promptly of any change in address or other personal contact details.

## **11. DATA PROTECTION**

- 11.1** By signing this letter you consent to the Company holding and processing information about you for legal, personnel, administrative and management purposes and in particular to the processing of any sensitive personal data (as defined in the Data Protection Act 1998).

- 11.2** You consent to the transfer of such personal information to other offices the Company may have or to a Group Company or to other third parties, whether or not outside the European Economic Area, for administration purposes and other purposes in connection with your appointment, where it is necessary or desirable for the Company to do so.

- 11.3** You will be provided with a copy of the Company's data protection policy, to which all Directors and employees are expected to comply.

## **12. RIGHTS OF THIRD PARTIES**

The Contracts (Rights of Third Parties) Act 1999 shall not apply to this letter. No person other than you and the Company shall have any rights under this letter and the terms of this letter shall not be enforceable by any person other than you and the Company.

## **13. LAW**

- 13.1** Your engagement with the Company is governed by and shall be construed in accordance with the laws of England and your engagement shall be subject to the jurisdiction of the courts of England.

- 13.2** This letter constitutes the entire terms and conditions of your appointment and no waiver or modification thereof shall be valid unless in writing and signed by the parties hereto.

Please confirm your acceptance by signing and returning to me the enclosed copy of this letter.

For the purposes of this letter:

**"Group Company"** shall mean any undertaking which from time to time is a subsidiary or parent undertaking of the Company or a subsidiary undertaking of any such parent undertaking. The words **"subsidiary undertaking"** and **"parent undertaking"** will have the meanings attributed to them by the Companies Act 2006.

The obligations and restrictions set out in this letter are in addition and without prejudice to your statutory, common law, and fiduciary duties as a director of the Company and any subsidiary of which you may also be a director.

We look forward to the benefit of your views on the Board.

Please do not hesitate to contact me if you have any questions. Otherwise, I look forward to hearing from you.

Yours sincerely

.....  
**Kevin Loosemore**  
**Chairman and Chief Executive**

**Signed as a Deed and delivered in the presence of:**

Witness

Signature: .....

Name: .....

Address: .....

.....

.....

Occupation: .....

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I hereby accept an appointment as a non-executive director of the Company on the terms and conditions contained in this letter.

.....  
[*name*]

**Date:**               **2014**

**Signed as a Deed and delivered in the presence of:**

Witness

Signature: .....

Name: .....

Address: .....

.....

.....

Occupation: .....