

MICRO FOCUS INTERNATIONAL PLC - Employee Share Purchase Plan¹ ("ESPP") Participant Agreement

This Agreement is between you, Micro Focus International plc ("Micro Focus") and Computershare Investor Services PLC ("Computershare").

Micro Focus's registered office is at The Lawn, 22-30 Old Bath Road, Newbury, Berkshire, RG14 1QN United Kingdom (registration number 05134647).

Computershare's registered office is at The Pavilions, Bridgwater Road, Bristol, BS13 8AE (registration number 03498808).

1 Terms and Conditions

By applying to join the ESPP, you acknowledge that you have read and understood and agree to be bound by the terms of this Agreement, the Computershare Share Plan Account ("SPA") terms and conditions and the ESPP rules. A copy of the ESPP rules and the SPA terms and conditions can be found at www.equateplus.com under "Library, Documents". Unless otherwise defined in this Agreement, capitalised terms used here are defined in the ESPP rules. In the event of any conflict between this Agreement, the ESPP rules and/or applicable legislation, the ESPP rules and applicable legislation will take precedence. By applying to join the ESPP you confirm that you have also read the explanatory brochure which summarises how the ESPP works and which can be found at www.equateplus.com under "Library, Documents" (the "ESPP Brochure").

2 Key terms of participating in the ESPP

You understand and agree that:

2.1 Acceptance of Offer and Offer Price Discount

- In applying to join the ESPP, you are applying to accept the Offer set out in the ESPP Brochure / email inviting you to apply to join the ESPP (the "Invitation").
- The Offer, and your acceptance of it, is intended to become effective on the date specified in the Invitation (subject to any Dealing Restrictions which may apply to Micro Focus at such time, in which case it will become effective when those Dealing Restrictions lift). The Offer will then continue until 1 October 2024 when it will end (the "Offer Period").
- On the date the Offer becomes effective, you will be granted a right to acquire Shares at a price per Share ("the Offer Price") equal to a 15% discount to the lower of the Micro Focus share price at:
 - the start of the Offer Period; and
 - the date on which your right to acquire Shares is actioned – this will normally be as at maturity, other than in certain circumstances where your right to acquire Shares is actioned early (see below).

At the start the start of the Offer Period the "Micro Focus share price" for this purpose will mean the closing middle market quotation of a Share (as set out in London Stock Exchange's Daily Official List) on the dealing day preceding the relevant date or, Committee so determines, the average of the closing middle market quotations on the five dealing

¹ The formal title of the plan is the Micro Focus Employee Stock Purchase Plan 2006. For the avoidance of any doubt, any references in this Agreement to "the ESPP" and "the ESPP rules" are to the Micro Focus Employee Stock Purchase Plan 2006 and the rules of the Micro Focus Employee Stock Purchase Plan 2006 respectively.

days preceding such date. If Shares are acquired at a lower price on the day of purchase, the "Micro Focus share price" will be the price at which Shares are acquired for the purposes of satisfying the right to acquire Shares.

- The number of Shares which you may acquire on the actioning of this right shall be equal to the total contributions made by you over the Contribution Period (see below) divided by the Offer Price (provided that such number shall not exceed 10,000).

2.2 Salary Contributions and Automatic Share Purchase

- Subject to the limits below, as part of the enrolment process you will be required to elect the cash amount you wish to contribute to the ESPP each month from your "net" salary (this means after tax and deductions). This amount will be fixed from the start of the Offer Period and (subject to the annual limit checks) cannot normally be amended – however, you can stop or restart your contributions at any time (see below).
- Subject to your participation levels in previous offerings of the ESPP, you can contribute a minimum of your local currency equivalent of £10 and up to a maximum of 10% of your "gross" base salary (this means before tax and deductions) per month across all ESPP plans that are running and in which you participate. This is limited to no more than USD 25,000 (or your local currency equivalent) per annum. Additional limits on payrolls deductions and/or minimum salary rules imposed by legislation may apply in certain countries.
- For the purpose of the 10% limit your salary information will be based as at 17 June preceding the date of the Offer.
- Contributions will be deducted monthly from your "net" salary, and by applying to join the ESPP, you authorise your employer to deduct the amount chosen by you in the enrolment portal from your net salary each month between September 2022 and August 2024 (inclusive) (the "Contribution Period") for the purposes of your participation in the ESPP.
- Each month (or as soon as practicable thereafter) your contribution will be converted from your local currency into Pounds Sterling ("GBP") using a spot exchange rate on the day of conversion and held by Computershare in a non-interest bearing account until it is used to purchase Shares in accordance with the terms of this Agreement.
- At the end of the Offer Period (or earlier in certain circumstances – see below), your right to acquire Shares will be automatically actioned. This means that the maximum number of Shares to which you are entitled (based on the terms of this Agreement and the interaction of the various limits imposed under this ESPP (or other relevant legislation imposed in your country) with the total contributions you make over the Contribution Period) will be transferred or issued to you and your total contributions will be applied on your behalf in payment for such Shares. If you do not wish for this to happen, you must follow the process to withdraw from the ESPP so that your withdrawal is effective before the end of the Offer Period – see below.
- Any contribution which is insufficient to buy a whole Share will be applied towards the purchase of a fractional Share.
- The total Shares acquired (subject to any deductions for taxes – see below) will be delivered to your SPA as soon as practicable following the end of the Offer Period (or earlier where your right to acquire Shares is actioned early – see below).
- These Shares will be held in your SPA until you ask for them to be sold or transferred to you or your nominee.
- You can stop or restart your contributions at any time during the Contribution Period by notifying your local payroll department, but you cannot make up any missed contributions.

Any notice to stop or restart deductions will normally take effect within 30 days of receipt of such notice, or such later date as your local payroll department may specify.

- If you leave employment with the Group you will not be able to make any further contributions and your participation in the ESPP will cease. Your accumulated contributions will be returned from Computershare to Micro Focus for processing. What happens to your accumulated contributions then will depend on the reason you are leaving:
 - If you leave employment for one of the reasons set out in rule 11.3(a) or (c) of the ESPP rules, you will normally² be asked in advance of your cessation of employment whether you would like to use your accumulated contributions to acquire Shares during the three month period following cessation of your employment. If you indicate that you would like to acquire Shares, this will be actioned on your behalf. If you do not positively indicate that you would like to acquire Shares, your right to acquire Shares will automatically lapse on your cessation of employment and your contributions will be returned to you as soon as practicable.
 - If you die, your personal representatives will normally² be able to positively elect to use your accumulated contributions to acquire Shares during the three month period following your death.
 - If you leave employment for any reason other than those set out in rule 11.3 of the ESPP rules, your right to acquire Shares will automatically lapse and your contributions will be returned to you as soon as practicable.
- If any of the events set out in rule 19.1 to 19.5 of the ESPP rules (which deal with takeovers and other corporate events relating to Micro Focus) occur, your employer's obligation to make deductions from your salary under this Agreement will normally end immediately and your right to acquire Shares shall be automatically actioned upon such event, unless the provisions of 19.6 (voluntary or compulsory exchange of rights to acquire Shares in certain circumstances) or 19.7 (lapse of right to acquire Shares in certain circumstances) of the ESPP rules apply. Where your right to acquire Shares lapses pursuant to rule 19.7, you will be deemed to have withdrawn from the ESPP (see below).
- In the event that that the ESPP is terminated in accordance with rule 14 of the ESPP rules, your employer's obligation to make deductions from your salary under this Agreement will end immediately. The Committee may determine that your right to acquire Shares shall be automatically actioned in part. To the extent your contributions are not applied in the acquisition of Shares, they will be returned to you as soon as practicable.
- As all contributions are being converted to, and held in, GBP, whilst your full GBP contribution fund will be returned to you in local currency in the circumstances set out above, due to currency fluctuation, this may be less or more in local currency than was originally collected from you.

2.3 Withdrawal from the ESPP

- You can withdraw from the ESPP at any time via www.equateplus.com– please note that the closure does not take effect immediately and in order for withdrawal to be effective prior to the end of the Offer Period, you will need to have completed the withdrawal process by no later than 14 days prior to the end of the Offer Period. Your contributions will be returned to you as soon as practicable following such closure.

² Under rule 11.4 of the ESPP rules, the Committee may determine that your right to acquire Shares will instead be actioned automatically at the end of the normal Offer Period (i.e. you will not be able to acquire Shares early). If the Committee exercises this discretion, you will be notified at the time.

- As all contributions are being converted to, and held in, GBP, whilst your full GBP contribution fund will be returned to you in local currency, due to currency fluctuation this may be less or more in local currency than was originally collected from you.
- Your withdrawal from the ESPP will not affect any Shares already held in your SPA.

2.4 Dividend Shares

- Any cash dividends received in respect of your Shares acquired under this Agreement whilst they are held in your SPA will be automatically applied in full in buying additional Shares (and/or fractions thereof) on your behalf ("Dividend Shares") unless:
 - the reinvestment of dividends is not permitted by law in which case, unless Micro Focus in its absolute discretion determines that any dividends received shall be paid to you in cash, in line with section 9 below it is your sole responsibility to ensure that your Shares are removed from your SPA prior to payment of any dividends in order to avoid such automatic reinvestment and allow for any required repatriation of dividend payments in line with local laws and regulations; or
 - Micro Focus in its absolute discretion determines otherwise, in which case any dividends received shall be paid to you in cash.
- Your Dividend Shares will be held in the SPA until you ask for them to be sold or transferred to you or your nominee.

2.5 Transferring Employment within the Group

- If you transfer to a different country but remain employed by a Participating Corporation, then subject to reenrolment (if required) you will remain in the ESPP. Micro Focus will determine whether it is necessary to change the currency in which your Contributions are made and/or held and/or converted and/or the maximum and minimum monthly contribution limits and/or whether you may be required to enter into a new participant agreement with Micro Focus and the relevant administrator.

3 Rights are non transferable

The Offer is personal to you as an employee of the Group and the Offer and any rights you may have under the ESPP shall not be assignable or transferable. Any purported assignment or transfer shall be null and void and of no effect and may, at the discretion of the Committee, be treated as a notice of withdrawal from the ESPP.

4 Risks associated with Investing in Shares and Independent Advice

By applying to join the ESPP, you confirm you understand that:

- the value of Shares can go down as well as up; and
- as all contributions are being converted to, and held in, GBP, whilst your full GBP contribution fund will be returned to you in local currency in certain circumstances set out above, due to currency fluctuation, this may be less or more in local currency than was originally collected from you.

If you are in doubt about any aspect of the ESPP, you should obtain independent professional advice. You are advised to exercise caution in relation to the ESPP. You are not obliged to apply to join the ESPP and may withdraw at any time.

5 English Language

By applying to join the ESPP, you acknowledge that the sole operative documents which govern the ESPP will be the English language version only. Any translations that are provided are for information only, Micro Focus will only communicate with you in English during the provision of the ESPP. In the event of any conflict between the English language version of a plan document and any translation, the English language version shall prevail.

6 Rights

Participation in the ESPP is a discretionary offer and is not part of your salary; it will not be included in calculating any benefits or severance pay. Participation in the ESPP is governed by the ESPP rules and does not form part of your contract of employment. There is no guarantee that the ESPP will be operated in future years or, if it is operated, that you will be eligible for participation in it. Your participation in the ESPP does not obligate your employer to continue your employment during any period and in applying to participate in the ESPP you waive all and any rights to compensation or damages in relation to the ESPP, including any loss or reduction of rights or expectations under the ESPP. Applying or not applying to join the ESPP will not change your employment terms in any way. Micro Focus has the right unilaterally not to offer the ESPP in the future or to amend its terms in any way.

7 Data Protection

For the purposes of this Offer your data will be processed in accordance with Micro Focus' data privacy policies at <https://microfocusinternational.sharepoint.com/sites/Legal/Pages/policies.aspx>.

8 Tax

You will be responsible for and indemnify Micro Focus and each member of the Group against any Tax Liability relating to your participation in the ESPP.

By applying to join ESPP you:

- authorise Micro Focus, Computershare and/or any other third party administrator to withhold sufficient Shares to which you would otherwise be entitled under the ESPP and/or sell some of your Shares to raise sufficient proceeds to cover any such Tax Liability;
- authorise your employer to withhold an amount equal to any such Tax Liability from your salary or any other amount due to you (to the extent such withholding is lawful); and
- agree that Micro Focus and/or Computershare may make such other arrangements as it considers appropriate to ensure recovery of any such Tax Liability.

For the purposes of the above, Tax Liability only includes any tax or social security contributions liabilities arising in connection with your right to acquire Shares and for which any member of the Group and/or Computershare and/or any other third party administrator of the ESPP is obliged to account to the relevant authority. Please note that in some countries you may be personally responsible for accounting to the relevant tax authorities for any tax and/or social security that arises in connection with your right to acquire Shares and/or additional personal tax liabilities may arise as a result of your participation in the ESPP and/or the receipt of dividends on your Shares. By applying to join the ESPP you acknowledge and agree that you are personally responsible for accounting to the relevant tax authorities in respect of all such tax liabilities.

9 Personal responsibility

By applying to join the ESPP you confirm that you understand that it is your responsibility to comply with all local legal and/or personal tax reporting requirements that may arise as a result of your participation in the ESPP. This may include, but is not limited to:

- local foreign exchange rules regarding what funds you can send in and out of your country (including but not limited to any restrictions or requirements in relation to the reinvestment and/or repatriation of any dividends received in respect of your Shares acquired under this Agreement) and/or any associated reporting requirements which may apply;
- foreign asset reporting obligations requiring you to declare what assets you hold overseas; and
- tax and/or social security reporting requirements (see above).

10 Administrator

Computershare has been appointed by Micro Focus to be the administrator of the ESPP and to provide the SPA service.

11 Sale of ESPP Shares

Please remember you can only sell Shares in accordance with Micro Focus share dealing policy. You will need to ensure that any submission of an instruction to sell your Shares does not contravene such policy. The full version of the Micro Focus share dealing policy is available on request from Micro Focus and on the Micro Focus intranet site.

12 Terms Applying to Participants in Specific Countries

Additional terms and conditions apply in certain countries. These are set out below. By applying to join the ESPP you confirm that you have read and understood the terms which apply to you.

Country

Additional Terms and Conditions

Australia

Due to local legal requirements, your contributions will be held in Australian dollars (by Micro Focus on trust with an approved Australian bank) until the end of the Offer Period (or earlier where your right to acquire Shares is actioned early) when they will be converted to GBP.

In the event that you withdraw from the ESPP during the Offer Period, your accumulated contributions will be returned to you as soon as practicable and in any event within 45 days of submitting your notice of withdrawal via your SPA.

The additional terms set out in the schedule to this Agreement shall apply to you.

EU Countries

This offer is being made to employees as part of an employee incentive programme in order to provide an additional incentive and to encourage employee share ownership and to increase your interest in the success of Micro Focus International plc. The company offering these rights is Micro Focus International plc. The shares which are the subject of these rights are ordinary shares in Micro Focus International plc. Precise details of the rights attaching to ordinary shares are set out in the Micro Focus International plc Articles of Association. The shares to be delivered under the ESPP may be existing, new issue or treasury shares. More information in relation to Micro Focus International plc (including the share price and a copy of the Articles of Association) can be found in the Investor Relations section of the Micro Focus website at:

<https://www.microfocus.com/>

The obligation to publish a prospectus does not apply because of Article 1(4)(i) of the EU Prospectus Regulation. The total maximum number of shares which are the subject of this offer is 29,922,924.

Hong Kong

The contents of this document have not been reviewed by any regulatory authority in Hong Kong. A participant in Hong Kong is advised to exercise caution in relation to the Offer. If you are in doubt about any of the contents of this document, you should obtain independent professional advice.

Israel

For participants in Israel, contributions will be converted into USD and used to purchase ADRs (which are listed on the New York Stock Exchange and priced in US dollars). References in this Agreement to "Shares" shall be read as references to ADRs and references to the conversion of contributions into or from GBP shall be read as references to the conversion of contributions into or from USD. For the purposes of determining the "Offer Price", "Micro Focus share price" shall mean the last sale price on the relevant date or, if no reported sales take place on the applicable date, the average of the high bid and low asked price of ADRs as reported for the Market on such date or, if no such quotation is made on such date, on the next preceding day on which there were quotations, provided that such quotations shall have been made within the 10 business days preceding the applicable date (subject to rule 9.3(c) and (d) of the ESPP rules).

The Israeli Securities Authority has granted Micro Focus an exemption from the requirement to file a prospectus in respect to the offering of securities under the ESPP. One of the terms of that exemption is that the ESPP rules and Form S-8 (a filing with the US Securities and Exchange Commission in respect of certain employee share plans operated by Micro Focus, including the ESPP) and associated appendices are made available to Israeli participants at all times. A copy of the ESPP rules is available via your SPA and a copy of Form S-8 is available from Micro Focus.

By applying to join the ESPP, you agree to the tax ruling which Micro Focus and the applicable Israeli Subsidiary have obtained from the Israeli Tax Authority with respect to the ESPP. Your participation in the ESPP is conditional upon such consent. Such tax ruling provides that ordinary income tax, social security and health tax will be withheld upon any purchase of ADRs according to the discount in Micro Focus share price which applies to such purchase. When any ADRs acquired on purchase are subsequently sold, capital gains tax will be due on the increase in value. Upon such sale you are solely responsible for reporting any gain and paying any capital gains tax in respect of such sale. If you receive any dividends in respect of any ADRs, such dividend will also be subject to tax in Israel and you will be solely responsible for reporting such dividend and paying any applicable tax. Micro Focus will provide a list of all Israeli participants in the ESPP to the Israeli Tax Authority, as required under the applicable law and the tax ruling.

New Zealand

The additional terms set out in the "Warning" statement (a copy of which was provided to you alongside this Agreement and the Invitation) shall apply to you. By applying to join the ESPP, you acknowledge that you have read and understood those terms.

Switzerland

This information does not constitute a public offering prospectus as that term is understood pursuant to art. 652a or 1156 of the Swiss Code of Obligations.

SCHEDULE

ADDITIONAL INFORMATION FOR AUSTRALIAN PARTICIPANTS

The value of your right to acquire Shares is related to the price or value of the Shares. Micro Focus International plc ("Micro Focus") is subject to business risks and uncertainties that may affect the value of Shares and therefore the right to acquire Shares. These risks and uncertainties include general market risks, risks applicable to the software and information technology business sector and risks specific to Micro Focus.

Details of the current market price of the Shares are available on the Micro Focus website, <https://investors.microfocus.com/investors-media/share-price-tools/share-price-chart>. The market price will be provided in Pounds Sterling ("GBP"). To convert the current market price to Australian dollars ("AUD"), you can use the prevailing GBP to AUD exchange rate on the applicable date. Exchange rates can be found online, for example at <http://www.xe.com/currencyconverter/>. Please note that these are indicative exchange rates only, and may differ from the actual exchange rate used on conversion of your contributions to GBP at the end of the Offer Period (or earlier where your right to acquire Shares is actioned early).

The Offer Price will be equal to a 15% discount to the lower of the Micro Focus share price at:

- the start of the Offer Period; and
- the date on which your right to acquire Shares is actioned.

The Micro Focus share price for this purpose will mean the closing middle market quotation of a Share (as set out in London Stock Exchange's Daily Official List) on the dealing day preceding the relevant date or, if the Committee so determines, the average of the closing middle market quotations on the five dealing days preceding such date. To convert the Offer Price to Australian dollars, you can use the prevailing GBP to AUD exchange rate on the applicable date. Exchange rates can be found online, for example at <http://www.xe.com/currencyconverter/>. Please note that these are indicative exchange rates only, and may differ from the actual exchange rate used on conversion of your contributions to GBP at the end of the Offer Period (or earlier where your right to acquire Shares is actioned early).

The right to acquire Shares issued under this document may or may not have any value that is capable of being realised by you. Whether the rights have any value that is capable of being realised by you will depend on future events which may or may not occur.

Any advice given by Micro Focus or any Subsidiary (as defined in the ESPP rules) in connection with the issue of a right to acquire Shares is general advice only and does not take into account your objectives, financial situation and individual needs. Micro Focus or any Subsidiary makes no recommendation about whether you should participate in the ESPP. This letter and any of the documents provided to you do not constitute investment advice, nor any recommendation by Micro Focus or any Subsidiary regarding participation in the ESPP.

Before making any financial or investment decisions, we recommend that you seek your own professional advice or consider for yourself whether a decision is appropriate having regard to your own personal investment objectives, financial situation and individual needs. You should consider obtaining your own financial product advice from a person who is licensed by the Australian Securities and Investments Commission to give such advice, and your own tax advice from your taxation or other professional adviser.