

This Offer expires at 17.40 hours, CET, on 28 February 2014, unless extended

OFFER MEMORANDUM

20 December 2013

RECOMMENDED CASH OFFER

BY

AI AVOCADO B.V.



**FOR ALL THE ISSUED AND OUTSTANDING ORDINARY SHARES WITH A NOMINAL VALUE
OF EUR 0.05 EACH IN THE CAPITAL OF**

UNIT4 N.V.



This offer memorandum (the **Offer Memorandum**) contains the details of the recommended public offer by AI Avocado B.V. (the **Offeror**), a company ultimately indirectly controlled by funds advised and managed by Advent International Corporation (**Advent**), to all holders of issued and outstanding ordinary shares, including all ordinary shares in the capital of UNIT4 which may be issued and/or delivered by UNIT4 in connection with the Employee Equity Incentive Arrangements (as defined below) at or before settlement of the Offer, in each case with a nominal value of EUR 0.05 each (the **Shares** and each a **Share**, the holders of such Shares the **Shareholders**), in the share capital of UNIT4 N.V. (**UNIT4**) to purchase for cash their Shares on the terms and subject to the conditions and restrictions set forth in this Offer Memorandum (the **Offer**). As at the date of this Offer Memorandum, 29,689,989 Shares in the capital of UNIT4 are issued and outstanding and subject to the Offer. Up to 566,210 additional Shares are expected to become subject to the Offer when such Shares are issued and/or delivered by UNIT4 in connection with the Employee Equity Incentive Arrangements (as defined below) at or before settlement of the Offer.

This Offer Memorandum contains the information required by Article 5:76 of the Dutch Act on Financial Supervision (*Wet op het financieel toezicht*, the **Wft**) in conjunction with Article 8, paragraph 1 of the Dutch Decree on public offers Wft (*Besluit openbare biedingen Wft*, the **Decree**) in connection with the Offer. This Offer Memorandum has been reviewed and approved by The Netherlands Authority for the Financial Markets (*Stichting Autoriteit Financiële Markten*, the **AFM**) as an offer memorandum under Article 5:76 of the Wft.

The information required by Article 18, paragraph 2 of the Decree in connection with the Offer is included in the position statement of the Boards (the **Position Statement**). The Position Statement, including all appendices thereto, does not form part of this Offer Memorandum and has not been reviewed or approved by the AFM prior to publication. The Position Statement will be reviewed by the AFM after publication.

Capitalised terms used in this Offer Memorandum have the meaning set out in Section 4 (Definitions) or elsewhere in this Offer Memorandum.

Shareholders tendering their Shares under the Offer will be paid on the terms and subject to the conditions and restrictions contained in this Offer Memorandum in consideration for each Share validly tendered (or defectively tendered, provided that such defect has been waived by the Offeror) and transferred (*geleverd*) an amount in cash of EUR 38.75 (thirty-eight euro and seventy-five euro cents) cum dividend (the **Offer Price**). In the event any dividend or other distribution (each, a **Distribution** and collectively, the **Distributions**) on the Shares is declared by UNIT4 (whereby the record date that is decisive for entitlement to such Distribution is prior to Settlement (as defined below)), the Offer Price will be decreased by the full amount of any such Distribution made by UNIT4 in respect of each Share (before any applicable withholding tax).

On 24 September 2013, the general meeting of shareholders of UNIT4 resolved to change, with effect from 1 January 2014, the governance structure of UNIT4 and install a one-tier board (the **One-Tier Board**) including both executive and non-executive members as a replacement for the management board (*de raad van bestuur*) of UNIT4 (the **Management Board**) and the supervisory board (*de raad van commissarissen*) of UNIT4 (the **Supervisory Board**, and together with the Management Board, the **Boards**).

The Boards fully support and unanimously recommend the Offer to the Shareholders for acceptance. Reference is made to Section 6.6 (Decision-making and Recommendation by the Boards) and the Position Statement.

All members of the Management Board, being Mr Chris Ouwinga, Mr Jose Duarte and Mr Edwin van Leeuwen, have, in their capacity as members of the Management Board, entered into irrevocable undertakings in respect of their Shares, subject to the Merger Protocol not having been terminated, to tender the Shares directly or indirectly held by them and their affiliates (including, for the avoidance of doubt, any Shares to be acquired by them in connection with the Employee Equity Incentive Arrangements) under the Offer in the Offer Period under the same terms as are applicable to all Shareholders and to vote in favour of

the EGM Resolutions, in each case subject to the terms and conditions of this Offer Memorandum. The total percentage of Shares which are expected to be subject to the irrevocable undertakings amounts to 6.55% on a fully diluted basis after exercise of all Share Options and all conditional rights to subscribe for Performance Shares as described in Sections 6.8(a) and 6.8(c).

The Offer Period under the Offer will commence at 09.00 hours, CET on 23 December 2013 and will expire at 17.40 hours, CET, on 28 February 2014, unless the Offeror extends the Offer Period in accordance with Section 5.7 (Extension), in which case the closing date shall be the date on which the extended Offer Period expires (such initial or postponed date, the **Closing Date**).

Shares tendered on or prior to the Closing Date may not be withdrawn, subject to the right of withdrawal of any tender of Shares during the Offer Period in accordance with the provisions of Article 5b, paragraph 5, Article 15, paragraphs 3 and 8 and Article 15a paragraph 3 of the Decree.

The Offeror will announce whether the Offer is declared unconditional (*gestand wordt gedaan*) within three (3) Business Days following the Closing Date, in accordance with Article 16 of the Decree (the **Unconditional Date**).

Announcements contemplated by the foregoing paragraphs will be made by press release. Reference is made to Section 5.11 (Announcements).

In the event that the Offeror announces that the Offer is declared unconditional (*gestand wordt gedaan*), Shareholders who have validly tendered (or defectively tendered, provided that such defect has been waived by the Offeror) and transferred (*geleverd*) their Shares for acceptance pursuant to the Offer prior to or on the Closing Date (each of these Shares, a **Tendered Share**) will receive the Offer Price in respect of each Tendered Share, and the Offeror shall acquire each Tendered Share, within eight (8) Business Days following the Unconditional Date (**Settlement** and the day on which the Settlement occurs, the **Settlement Date**).

At 15.00 hours, CET, on 19 February 2014, such date being at least six (6) Business Days prior to the Closing Date, an extraordinary general meeting of Shareholders will be convened at the head office of UNIT4, Stationspark 1000, 3364 DA Sliedrecht, The Netherlands, at which meeting the Offer, among other matters, will be discussed in accordance with Article 18, paragraph 1 of the Decree. In addition, certain resolutions will be proposed to the EGM in connection with the Offer. Reference is made to Section 6.18 (Extraordinary General Meeting of Shareholders of UNIT4) and the Position Statement.

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2. RESTRICTIONS

The Offer is being made in and from The Netherlands with due observance of the statements, conditions and restrictions included in this Offer Memorandum. The Offeror reserves the right to accept any tender under the Offer, which is made by or on behalf of a Shareholder, even if it has not been made in the manner set out in this Offer Memorandum.

The distribution of this Offer Memorandum and/or the making of the Offer in jurisdictions other than The Netherlands may be restricted and/or prohibited by law. The Offer is not being made, and the Shares will not be accepted for purchase from or on behalf of any Shareholder, in any jurisdiction in which the making of the Offer or acceptance thereof would not be in compliance with the securities or other laws or regulations of such jurisdiction or would require any registration, approval or filing with any regulatory authority not expressly contemplated by the terms of this Offer Memorandum. Persons obtaining this Offer Memorandum are required to take due note and observe all such restrictions and obtain any necessary authorisations, approvals or consents (to the extent applicable). Outside of The Netherlands, no actions have been taken (nor will actions be taken) to make the Offer possible in any jurisdiction where such actions would be required. In addition, this Offer Memorandum has not been filed with or recognised by the authorities of any jurisdiction other than The Netherlands. Neither the Offeror, nor UNIT4, nor any of their advisors accept any liability for any violation by any person of any such restriction. Any person (including, without limitation, custodians, nominees and trustees) who forwards or intends to forward this Offer Memorandum or any related document to any jurisdiction outside The Netherlands should carefully read this Section 2 (Restrictions) and Section 3 (Important Information) of this Offer Memorandum before taking any action. The release, publication or distribution of this Offer Memorandum and any documentation regarding the Offer or the making of the Offer in jurisdictions other than The Netherlands may be restricted by law and therefore persons into whose possession this Offer Memorandum comes should inform themselves about and observe such restrictions. Any failure to comply with any such restriction may constitute a violation of the law of any such jurisdiction.

2.1 United States of America

The Offer is being made for the securities of a Dutch company and is subject to Dutch disclosure requirements, which differ from those of the United States. The financial information of UNIT4 included or referred to herein has been prepared in accordance with the International Financial Reporting Standards issued by the International Accounting Standards Board, as adopted by the European Commission and Part 9 of Book 2 of the Dutch Civil Code for use in the European Union and, accordingly, may not be comparable to financial information of U.S. companies or companies whose financial statements are prepared in accordance with generally accepted accounting principles in the United States. The Offer will be made in the United States pursuant an exemption from the U.S. tender offer rules provided by Rule 14d-1(c) under the U.S. Securities Exchange Act of 1934, as amended (the **U.S. Exchange Act**), and otherwise in accordance with the applicable regulatory requirements in The Netherlands. Accordingly, the Offer will be subject to disclosure and other procedural requirements, including with respect to withdrawal rights, offer timetable, settlement procedures and timing of payments that are different from those applicable under U.S. domestic tender offer procedures and law.

The receipt of cash pursuant to the Offer by a U.S. holder of Shares will be a taxable transaction for U.S. federal income tax purposes and may be a taxable transaction under applicable state and local, as well as foreign and other tax laws. Each holder of Shares is urged to consult its independent professional advisor immediately regarding the tax consequences of acceptance of the Offer.

It may be difficult for U.S. holders of Shares to enforce their rights and claims arising out of the U.S. federal securities laws, since the Offeror and UNIT4 are located in a country other than the United

States, and some or all of their officers and directors may be residents of a country other than the United States. U.S. holders of Shares may not be able to sue a non-U.S. company or its officers or directors in a non-U.S. court for violations of the U.S. securities laws. Further, it may be difficult to compel a non-U.S. company and its affiliates to subject themselves to a U.S. court's judgment.

In accordance with standard Dutch practice and pursuant to Rule 14e-5(b) of the U.S. Exchange Act, the Offeror or its nominees, or its brokers (acting as agents), or affiliates of the Offeror's financial advisors, may from time to time make certain purchases of, or arrangements to purchase, Shares outside of the United States, other than pursuant to the Offer, before or during the period in which the Offer remains open for acceptance. These purchases may occur either in the open market at prevailing prices or in private transactions at negotiated prices. To the extent required in The Netherlands, any information about such purchases will be announced by press release in accordance with Article 13 of the Decree and posted on the website of Advent at www.adventinternational.com.

2.2 Canada and Japan

The Offer and any solicitation in respect thereof is not being made, directly or indirectly, in or into Canada or Japan, or by use of the mails, or by any means or instrumentality of interstate or foreign commerce, or any facilities of a national securities exchange, of Canada or Japan. This includes, but is not limited to, post, facsimile transmission, telex or any other electronic form of transmission and telephone. Accordingly, copies of this Offer Memorandum and any related press announcements, acceptance forms and other documents are not being sent and must not be mailed or otherwise distributed or sent in, into or from Canada or Japan or, in their capacities as such, to custodians, nominees or trustees holding Shares for persons residing in Canada or Japan. Persons receiving this Offer Memorandum and/or such other documents must not distribute or send them in, into or from Canada or Japan, or use such mails or any such means, instrumentality or facilities for any purpose in connection with the Offer; so doing will invalidate any purported acceptance of the Offer. The Offeror will not accept any tender by any such use, means, instrumentality or facility from within Canada or Japan.

Tender and transfer of Shares constitute a representation and warranty that the person tendering the Shares (a) has not received or sent copies of this Offer Memorandum or any related documents in, into or from Canada or Japan and (b) has not otherwise utilised in connection with the Offer, directly or indirectly, the mails or any means or instrumentality including, without limitation, facsimile transmission, telex and telephone of interstate or foreign commerce, or any facility of a national securities exchange of, Canada or Japan. The Offeror reserves the right to refuse to accept any purported acceptance that does not comply with the foregoing restrictions, and any such purported acceptance will be null, void and without effect.

3. IMPORTANT INFORMATION

3.1 Information

This Offer Memorandum contains important information that should be read carefully before any Shareholder makes a decision to tender Shares under the Offer. Shareholders are advised to seek independent advice where necessary. Each holder of Shares is urged to consult its independent professional advisor immediately regarding the tax consequences of acceptance of the Offer.

3.2 Responsibility

The information and declarations included on the cover page, pages 1, 2 and 3 and in Sections 1 through 6 (excluding Sections 6.6, 6.8, 6.9, 6.16 and 6.17), 8, 9(b), 9(c), 9(e), 10, 11, 12, 15, 16 and 17 have been solely provided by the Offeror. The information included in Sections 6.6, 6.8, 6.16, 7, 13 and 14 and the declaration included in Section 9(f) has been solely provided by UNIT4. The information in Sections 6.9 and 6.17 and the declarations included in Sections 9(a) and 9(d) have been provided by the Offeror and UNIT4 jointly.

The Offeror and UNIT4 are exclusively responsible for the accuracy and completeness of the information provided in this Offer Memorandum, each with respect to the information it has provided, and jointly with respect to the information in Sections 6.9 and 6.17 and the declarations in Sections 9(a) and 9(d) which they have provided jointly.

Both the Offeror and UNIT4 confirm, each with respect to the information it has provided, and jointly with respect to the information in Sections 6.9 and 6.17 and the declarations in Sections 9(a) and 9(d) which they have provided jointly, that to the best of their knowledge and belief, having taken all reasonable care to ensure that such is the case, the information contained in this Offer Memorandum is in accordance with the facts and contains no omission likely to affect its import.

The information included in Sections 13.3 (Independent auditor's report on the selected consolidated financial information of UNIT4), the independent auditor's "review report" included in Section 13.4 (Unaudited (but "reviewed") information for the third quarter of the financial year 2013) and the independent auditor's report included in Section 14 (Financial Statements 2012 of UNIT4) have been sourced by UNIT4 from its independent auditors, EY. UNIT4 confirms that this information has been accurately reproduced and that no facts have been omitted which would render the reproduced information inaccurate or misleading.

3.3 Presentation of financial information and other information

The selected consolidated financial information of UNIT4 is that of UNIT4 and its consolidated subsidiaries. The selected consolidated financial information should be read in conjunction with the consolidated financial statements of UNIT4 for the financial year 2010, the financial year 2011 and the financial year 2012, and the notes thereto. The year-end consolidated financial information of UNIT4 is extracted from UNIT4's consolidated financial statements, which have been audited by EY for the financial years 2010, 2011 and 2012, UNIT4's independent auditors at that point in time. The financial statements and accounts from which the selected consolidated financial information has been derived were prepared in accordance with the International Financial Reporting Standards issued by the International Accounting Standards Board, as adopted by the European Commission, and Part 9 of Book 2 of the Dutch Civil Code.

The interim financial information of UNIT4 for the third quarter of the financial year 2013 included in this Offer Memorandum has been derived from the unaudited condensed consolidated interim financial statements of UNIT4 for the third quarter ended 30 September 2013. The unaudited

condensed consolidated interim financial statements of UNIT4 were subject to limited “review” by EY which issued an unqualified “review report” on 20 December 2013 in accordance with the requirements of the AFM. The unaudited condensed consolidated interim financial statements of UNIT4 and the associated “review report” are included in Sections 13.3 (Independent auditor’s report on the selected consolidated financial information of UNIT4) and 13.4 (Unaudited (but “reviewed”) information for the third quarter of the financial year 2013) of this Offer Memorandum and should be read in conjunction with the notes thereto.

Certain numerical figures set out in this Offer Memorandum, including financial data presented in millions or thousands, have been subject to rounding adjustments and, as a result, should therefore not be regarded as exact. In addition, the rounding also means that the totals of the data in this Offer Memorandum may vary slightly from the actual arithmetic totals of such information.

The information included in this Offer Memorandum reflects the situation as at the date of this Offer Memorandum, unless specified otherwise. Neither the issue nor the distribution of this Offer Memorandum shall under any circumstances imply that the information contained herein is accurate and complete as of any time subsequent to the date of this Offer Memorandum or that there has been no change in the information set out in this Offer Memorandum or in the affairs of the Offeror, UNIT4 and/or their respective subsidiaries and/or affiliates since the date of this Offer Memorandum. The foregoing does not affect the obligation of both the Offeror and UNIT4, each insofar as it concerns them, to make a public announcement pursuant to Article 5:25i Wft or Article 4, paragraph 3 of the Decree, if applicable.

No person, other than the Offeror, Advent and UNIT4 and without prejudice to the auditors' reports issued by EY included in the Offer Memorandum and the Fairness Opinions issued by ING Bank and ABN AMRO included in the Position Statement, is authorised to provide any information or to make any statements on behalf of the Offeror, Advent or UNIT4 in connection with the Offer or any information contained in this Offer Memorandum. If any such information or statement is provided or made by parties other than the Offeror, Advent or UNIT4, such information or statement should not be relied upon as having been provided by or made by or on behalf of the Offeror, Advent or UNIT4. Any information or representation not contained in this Offer Memorandum must not be relied upon as having been provided by or made by or on behalf of the Offeror, Advent or UNIT4.

3.4 Governing law

This Offer Memorandum and the Offer are, and any tender, purchase or transfer of Shares will be, governed by and construed in accordance with the laws of The Netherlands. The District Court of Amsterdam (*Rechtbank Amsterdam*), The Netherlands, and its appellate courts shall have exclusive jurisdiction to settle any disputes which might arise out of or in connection with this Offer Memorandum, the Offer and/or any tender, purchase or transfer of Shares. Accordingly, any legal action or proceedings arising out of or in connection with this Offer Memorandum, the Offer and/or any tender, purchase or transfer of Shares may be brought exclusively in such courts.

3.5 Language

This Offer Memorandum is published in the English language and a Dutch language summary is included as Section 12 (Dutch Language Summary). In the event of any differences, whether or not in interpretation, between the English text of this Offer Memorandum and the Dutch language summary of this Offer Memorandum, the English text of this Offer Memorandum shall prevail.

3.6 Assignment

On 17 November 2013, the Offeror and UNIT4 entered into a merger protocol setting out their respective rights and obligations with respect to the Offer (the **Merger Protocol**). Pursuant to the

Merger Protocol the Offeror is entitled to assign and/or transfer any and all of its rights and obligations under the Merger Protocol to any of the Advent International GPE VII funds or any of the Offeror's, or any of the limited partnerships', Affiliates. The Offeror shall remain jointly and severally liable, and the limited partnerships shall remain severally liable each up to its portion of the funding commitment set out in the equity commitment letter, with the designated assignee/transferee for the proper performance of any and all obligations assigned and/or transferred to the designated assignee/transferee under the Merger Protocol.

Advent is entitled to invite existing or new investors, and/or partners of (limited) partnership(s) managed by or on behalf of Advent or its Affiliates, to become a direct or indirect shareholder in the Offeror before or after Settlement subject to certain conditions. Advent shall not, directly or indirectly, sell and/or transfer more than one third (1/3) of the share capital of the Offeror to such investors or partners.

3.7 Contact details

Rabobank International has been appointed as Paying and Exchange Agent in the context of the Offer.

The Paying and Exchange Agent

Rabobank International

Croeselaan 18
Postbus 17100
3500 HG Utrecht
The Netherlands
Tel: +31 (0)30 712 3785
Fax: +31 (0)30 712 3474
Email: prospectus@rabobank.com

The Offeror

AI Avocado B.V.
Naritaweg 165
1043 BW Amsterdam
The Netherlands

UNIT4

UNIT4 N.V.
Stationspark 1000
3364 DA Sliedrecht
The Netherlands

3.8 Availability of information

Digital copies of this Offer Memorandum are available on the websites of UNIT4 (www.unit4.com) and Advent (www.adventinternational.com). Copies of this Offer Memorandum are also available free of charge at the offices of UNIT4 and the Paying and Exchange Agent at the addresses mentioned above. The UNIT4 and Advent websites do not constitute a part of, and are not incorporated by reference into, this Offer Memorandum.

The current articles of association (*statuten*) of UNIT4 are available on the website of UNIT4 (www.UNIT4.com) and will be effective until and including 31 December 2013. In addition, the

new articles of association (*statuten*) of UNIT4, which were adopted at the Extraordinary General Meeting of Shareholders of UNIT4 held on 24 September 2013 and which will become effective per 1 January 2014, are available on the website of UNIT4.

Certain amendments of the UNIT4 Articles of Association will be proposed for adoption in accordance with the drafts of the amended articles of association included in Section 16 (Proposed new UNIT4 Articles of Association Post-Settlement), as described in Sections 6.11(b) (Proposed amendments to the UNIT4 Articles of Association) and 6.18 (Extraordinary General Meeting of Shareholders of UNIT4).

3.9 Forward-looking statements

This Offer Memorandum includes "forward-looking statements", including statements about the expected timing and completion of the Offer. Forward-looking statements involve known or unknown risks and uncertainties because they relate to events and depend on circumstances that all occur in the future. Generally, words such as may, should, aim, will, expect, intend, estimate, anticipate, believe, plan, seek, continue or similar expressions identify forward-looking statements. Although the Offeror, Advent and UNIT4, each with respect to the statements it has provided, believe that the expectations reflected in such forward-looking statements are based on reasonable assumptions, no assurance can be given that such statements will be fulfilled or prove to be correct, and no representations are made as to the future accuracy and completeness of such statements. The forward-looking statements involve unknown risks, uncertainties and other factors, many of which are outside the control of the Offeror, Advent and UNIT4, and are difficult to predict. These forward-looking statements are not guarantees of future performance. Any such forward-looking statements must be considered together with the fact that actual events or results may vary materially from such forward-looking statements due to, among other things, political, economic or legal changes in the markets and environments in which the Offeror, Advent and/or UNIT4 does business, to competitive developments or risks inherent to the business plans of the Offeror, Advent or UNIT4, and to uncertainties, risk and volatility in financial markets and other factors affecting the Offeror, Advent and/or UNIT4.

The Offeror, Advent and UNIT4 undertake no obligation to publicly update or revise any forward-looking statements, whether as a result of new information, future events or otherwise, except as required by applicable laws and regulations or by any appropriate regulatory authority.

3.10 Financial advisors

Goldman Sachs International is acting as financial advisor exclusively to the Offeror and Advent and to no one else in connection with the Offer and will not regard any other person (whether or not a recipient of this Offer Memorandum) as a client in relation to the Offer or any other matter referred to in this Offer Memorandum and will not be responsible to anyone other than the Offeror and Advent for providing the protections afforded to the clients of Goldman Sachs International or for providing advice in relation to the Offer or any other matter referred to in this Offer Memorandum.

Goldman Sachs International has given and has not withdrawn its written consent to the references to its name in the form and context in which it appears in this Offer Memorandum.

ING Bank and Oppenheimer are acting as financial advisors exclusively to UNIT4 and to no one else in connection with the Offer and will not regard any other person (whether or not a recipient of this Offer Memorandum) as a client in relation to the Offer or any other matter referred to in this Offer Memorandum and will not be responsible to anyone other than UNIT4 for providing the protections afforded to the clients of ING Bank and Oppenheimer or for providing advice in relation to the Offer or any other matter referred to in this Offer Memorandum.

ING Bank and Oppenheimer have given and have not withdrawn their written consent to the references to its name in the form and context in which they appear in this Offer Memorandum.

ABN AMRO is acting as financial advisor exclusively to the Supervisory Board of UNIT4 and to no one else in connection with the Offer and will not regard any other person (whether or not a recipient of this Offer Memorandum) as a client in relation to the Offer or any other matter referred to in this Offer Memorandum and will not be responsible to anyone other than the Supervisory Board for providing the protections afforded to the clients of ABN AMRO or for providing advice in relation to the Offer or any other matter referred to in this Offer Memorandum.

ABN AMRO has given and has not withdrawn its written consent to the references to its name in the form and context in which they appear in this Offer Memorandum.

4. DEFINITIONS

ABN AMRO	means ABN AMRO Bank N.V.;
Admitted Institutions	means those institutions admitted to Euronext Amsterdam (<i>aangesloten instellingen</i>);
Advent	means Advent International Corporation, a Delaware corporation with principle offices located at 75 State Street (29th floor), Boston, MA 02109, United States;
Affiliates	means in relation to the Offeror and/or UNIT4, any subsidiary or parent company of the Offeror and/or UNIT4 and any subsidiary of such parent company, in each case from time to time. The Affiliates of the Offeror shall be deemed to exclude any of their respective private equity funds' portfolio businesses from time to time;
AFM	means The Netherlands Authority for the Financial Markets (<i>Stichting Autoriteit Financiële Markten</i>);
Alternative Proposal	means an offer or proposal for the making of an offer in writing for the Shares or for the whole or substantially the whole of the undertaking, business or assets of UNIT4;
Antitrust Laws	means the Dutch Competition Act (<i>Mededingingswet</i>), the HSR Act, the EC Merger Regulation and any other law, regulation or decree (whether national, international, federal, state or local) designed to prohibit, restrict or regulate actions for the purpose or effect of monopolization or restraint of trade or the significant impediment of effective competition;
Applicable Rules	means all applicable laws and regulations, including without limitation, the applicable provisions of and any rules and regulations promulgated pursuant to the Wft, the Decree, the policy guidelines and instructions of the AFM, the Dutch Works Council Act (<i>Wet op de ondernemingsraden</i>), the Dutch Merger Code (<i>SER Fusiegedrags-regels 2000</i>), the rules and regulations of Euronext Amsterdam and, in as far as applicable, the Dutch Civil Code, the relevant securities and employee consultation rules and regulations in other applicable jurisdictions and any relevant Antitrust Laws;

Asset Purchase Agreement	has the meaning given to it in Section 6.12(c)(xiv);
Asset Transaction	has the meaning given to it in Section 6.12(c)(xiii);
Avocado Sub	means Avocado Sub B.V.;
Basic Shares	has the meaning given to it in Section 7.13;
Boards	means the Supervisory Board and the Management Board together;
Business Day	means a day other than a Saturday or Sunday on which banks in The Netherlands, according to collective agreements for the banking sector (<i>Algemene Bank-CAO</i>) and Euronext Amsterdam are open for normal business;
Cash Consideration	has the meaning given to it in Sections 6.12(c)(vi) and 6.12(c)(xiv);
Call Option	has the meaning given to it in Section 7.10;
CET	means Central European Time;
Chairman	means the chairman of the One-Tier Board;
Closing Date	means the time and date on which the Offer Period expires, being at 17.40 hours, CET, on 28 February 2014, unless extended by the Offeror in accordance with Section 5.7, in which case the closing date shall be the date on which the extended Offer Period expires;
Committed Shares	has the meaning given to it in Section 6.7(a)(ii);
Competing Offer	has the meaning given to it in Section 6.19(b);
Competing Offer Notice	has the meaning given to it in Section 6.19(c)(i);
Consideration	has the meaning given to it in Sections 6.12(c)(vi) and 6.12(c)(xiv);
Decree	means the Dutch Decree on public offers Wft (<i>Besluit openbare biedingen Wft</i>), as amended from time to time;
Distribution	means any dividend or other distribution on the Shares declared by UNIT4

Due Diligence Investigation	means the due diligence investigation performed by Advent into the financial, operational, commercial, legal, compliance and tax aspects of the UNIT4 Group;
Dutch Civil Code	means the Dutch Civil Code (<i>Burgerlijk Wetboek</i>);
Dutch Corporate Governance Code	means the Dutch corporate governance code, dated 1 January 2009 as established under Article 2:391 paragraph 5 of the Dutch Civil Code;
EBITDA	means earnings before interest, taxes, depreciation and amortisation;
EGM	has the meaning given to it in Section 6.18;
EGM Resolutions	has the meaning given to it in Section 6.18;
Employee Equity Incentive Arrangements	means the long term incentive share option plans described in Section 6.8(c) and the long term incentive share plans described in Section 7.13;
EY	means Ernst & Young Accountants LLP;
Euronext Amsterdam	means the stock exchange of Euronext Amsterdam by NYSE Euronext, the regulated market of Euronext N.V.;
Fairness Opinions	means the fairness opinions issued by ING Bank and ABN AMRO;
HSR Act	means the Hart Scott Rodino Antitrust Improvements Act;
Independent Non-Executive	has the meaning given to it in Section 6.14;
ING Bank	means ING Bank N.V.;
Initial Announcement	has the meaning given to it in Section 6.1;
Joint Strategy Plan	has the meaning given to it in Section 6.13(a);
Legal Merger	has the meaning given to it in Section 6.12(c)(ii);
Liquidation	has the meaning given to it in Sections 6.12(c)(vii) and 6.12(c)(xv);
Liquidator	has the meaning given to it in Sections 6.12(c)(vii) and 6.12(c)(xv);
Loan Note	has the meaning given to it in Sections 6.12(c)(vi) and 6.12(c)(xiv);

LTIP	has the meaning given to it in Section 7.13;
Management Board	has the meaning given to it on page 1;
Management Team	means the management team of UNIT4;
Material Adverse Change	<p>means any change, event, circumstance or effect (any of such items a "Change"), individually or when taken together with all other Changes that have occurred between 23 December 2013 and the Closing Date that is or is reasonably likely to be materially adverse to the business, the assets, the financial or trading position of the UNIT4 Group taken as a whole, such that the Offeror cannot reasonably be expected to declare the Offer unconditional, as the case may be, provided, however, that for the purpose of determining whether there has been, or will be, a Material Adverse Change, the following Changes will not be taken into account:</p> <p>a) any changes in economies in general, or in parts of economies, which, directly or indirectly, affect the business of the UNIT4 Group;</p> <p>(b) any development regarding the European Union, its member states (including member states leaving any part of such union) and the Euro zone (including one or more member states leaving or forced to leave such zone or defaulting on its loans);</p> <p>c) any matter which is, or should reasonably be known to the Offeror or its advisors prior to the date hereof, as a result of the fair disclosure through the Due Diligence Investigation or information in the public domain prior to the date of the Merger Protocol, including information filed by any member of the UNIT4 Group as a matter of public record or made public by UNIT4 pursuant to applicable laws or regulations;</p> <p>d) the announcement, making and implementation of the Offer; and</p> <p>e) any change in laws, regulations, reporting standards or interpretations thereof, after the date of the Merger Protocol;</p>
Merger Protocol	means the Merger Protocol agreed and signed by the Offeror and UNIT4 on 17 November 2013;
Minimum Acceptance Condition	has the meaning given to it in Section 6.7(a)(ii);

New Avocado	means New Avocado B.V.;
Offer	means the offer described in this Offer Memorandum;
Offer Conditions	means the conditions to the Offer described in Section 6.7;
Offer Memorandum	means this offer memorandum (<i>biedingsbericht</i>) describing the terms, conditions and restrictions of the Offer;
Offer Period	means the period during which the Shareholders can tender their Shares to the Offeror, which commences at 09.00 hours, CET, on 23 December 2013 and ends at 17.40 hours, CET, on the Closing Date;
Offer Price	means an amount in cash of EUR 38.75 (thirty-eight euro and seventy-five euro cents) cum dividend for each Share tendered;
Offeror	means AI Avocado B.V., a private company with limited liability (<i>besloten vennootschap met beperkte aansprakelijkheid</i>) incorporated under the laws of The Netherlands, having its seat (<i>statutaire zetel</i>) at Amsterdam, The Netherlands, and its registered office at Naritaweg 165, 1043 BW Amsterdam, The Netherlands, registered with the Dutch commercial register under number 59166967;
Offeror Group	means the Offeror and its Affiliates from time to time;
One-Tier Board	means the one-tier board of UNIT4 including both executive and non-executive members as a replacement for the Management Board and Supervisory Board, effective as per 1 January 2014;
Oppenheimer	means Oppenheimer Europe Ltd.;
Option Agreement	means the cumulative preference share call option agreement between the Protection Trust and UNIT4;
Other Relevant Offer	means a mandatory offer pursuant to article 5:70 Wft, a tender offer or a partial offer for the Shares, in each case for a price per Share which exceeds the Offer Price;
Paying and Exchange Agent	means Rabobank International;

Performance Shares	has the meaning given to it in Section 7.13;
Position Statement	means the position statement of the Boards which does not form part of this Offer Memorandum;
Post-Closing Acceptance Period	means a period of no more than two (2) weeks after the Offer Period during which the Shareholders that have not yet tendered their Shares under the Offer shall be given the opportunity to do so in the same manner and under the same conditions as set out in this Offer Memorandum;
Post-Closing Asset Transaction and Liquidation	has the meaning given to it in Section 6.12(c);
Post-Closing Merger and Liquidation	has the meaning given to it in Section 6.12(c);
Post-Closing Restructuring Measures	has the meaning given to it in Section 6.12(b);
Potential Competing Offer	has the meaning given to it in Section 6.19(a);
Potential Competing Offer Period	has the meaning given to it in Section 6.19(a);
Protection Trust	means Stichting Continuïteit UNIT4;
Recommendation	has the meaning given to it in Section 6.6;
Reference Date	means 11 October 2013, the last trading day before the announcement of preliminary interest in UNIT4 on Monday 14 October 2013;
Revised Offer	has the meaning given to it in Section 6.19(c)(ii);
Settlement	means the payment of the Offer Price by the Offeror to the Shareholders for each Tendered Share;
Settlement Date	means the date, being no later than the eight (8th) Business Day after the Unconditional Date, on which, in accordance with the terms of the Offer, the Offeror will pay the Offer Price to the Shareholders for each Tendered Share;
Share Option	has the meaning given to it in Section 6.8(c);
Share Option Plan 2009	has the meaning given to it in Section 6.8(c);
Share Option Plan 2011	has the meaning given to it in Section 6.8(c);
Share Sale	has the meaning given to it in Section

	6.12(c)(vi);
Shareholder Funding	has the meaning given to it in Section 6.5;
Shareholder(s)	means (a) holder(s) of one or more Share(s);
Shares	means the issued and outstanding ordinary shares in the capital of UNIT4 with a nominal value of EUR 0.05 each;
Special Committee	has the meaning given to it in Section 6.6;
STIP	has the meaning given to it in Section 7.13;
Supervisory Board	has the meaning given to it on page 1;
Tendered Share	means each Share validly tendered (or defectively tendered, provided that such defect has been waived by the Offeror) and transferred (<i>geleverd</i>) for acceptance pursuant to the Offer prior to or on the Closing Date;
Terminating Party	has the meaning given to it in Section 6.19(d)(ii);
Unconditional Date	means ultimately the third (3rd) Business Day following the Closing Date;
UNIT4	means UNIT4 N.V., a public limited liability company (<i>naamloze vennootschap</i>) incorporated under the laws of The Netherlands, whose statutory seat is in Sliedrecht, The Netherlands, and whose principal office is at Stationspark 1000, 3364 DA Sliedrecht, The Netherlands, registered in the Dutch Commercial Register under number 23087578;
UNIT4 Articles of Association	means the articles of association (<i>statuten</i>) of UNIT4, which were adopted at the Extraordinary General Meeting of Shareholders of UNIT4 held on 24 September 2013 and which will become effective per 1 January 2014, as amended from time to time;
UNIT4 Group	means UNIT4 and its Affiliates from time to time;
Wft	means the Dutch Act on Financial Supervision (<i>Wet op het financieel toezicht</i>); and
Works Council	means the central works council of UNIT4.

5. INVITATION TO THE SHAREHOLDERS

The Offeror hereby makes a recommended public cash offer for all Shares. Shareholders are advised to review this Offer Memorandum and in particular Sections 2 (Restrictions) and 3 (Important Information) thoroughly and completely and to seek independent financial, tax or legal advice where appropriate in order to reach a balanced judgement with respect to the Offer and this Offer Memorandum. Shareholders who consider not tendering their Shares are advised to review Sections 6.11 (Consequences of the Offer) and 6.12 (Post-Closing Restructuring). With due reference to all statements, terms, conditions and restrictions included in this Offer Memorandum, Shareholders are hereby invited to tender their Shares under the Offer in the manner and subject to the terms and restrictions set out in this Offer Memorandum.

5.1 Offer Price

(a) Consideration

For each Share tendered under the Offer, the Offeror offers the Offer Price, being a consideration of EUR 38.75 (thirty-eight euro and seventy-five euro cents) in cash cum dividend, without interest and subject to any withholding of taxes, on the terms and subject to the conditions and restrictions contained in this Offer Memorandum. The Offer Price is offered for each Share validly tendered pursuant to the Offer (or defectively tendered, provided that such defect has been waived by the Offeror) and transferred (*geleverd*), subject to the Offer being declared unconditional (*gestanddoening*).

(b) Distributions

In the event any Distribution on the Shares is declared by UNIT4 (whereby the record date that is decisive for entitlement to such Distribution is prior to Settlement), the Offer Price will be decreased by the full amount of any such Distribution made by UNIT4 in respect of each Share (before any applicable withholding tax).

Any adjustment to the Offer Price resulting from a Distribution by UNIT4 will be communicated by press release in accordance with Section 5.11 (Announcements) of this Offer Memorandum.

5.2 Acceptance by Shareholders

(a) Acceptance by holders of Shares through Admitted Institutions

Shareholders who hold their Shares through an Admitted Institution are requested to make their acceptance known through their bank or stockbroker no later than 17.40 hours, CET, on the Closing Date, unless the Offer Period is extended in accordance with Section 5.7 (Extension). The custodian, bank or stockbroker may set an earlier deadline for communication by Shareholders in order to permit the custodian, bank or stockbroker to communicate its acceptances to the Paying and Exchange Agent in a timely manner.

Admitted Institutions may tender Shares for acceptance only to the Paying and Exchange Agent and only in writing. In submitting the acceptance, Admitted Institutions are required to declare that (i) they have the Tendered Shares in their administration, (ii) each Shareholder who accepts the Offer irrevocably represents and warrants that the Tendered Shares are being tendered in compliance with the restrictions set out in Sections 2 (Restrictions) and 3 (Important Information) and (iii) they undertake, subject to receipt of the Offer Price, to transfer these Tendered Shares to the Offeror prior to or ultimately on the Settlement Date, provided that the Offer has been declared unconditional (*gestand wordt gedaan*).

Subject to Article 5b, paragraph 5, Article 15, paragraphs 3 and 8 and Article 15a paragraph 3 of the Decree, the tendering of Shares in acceptance of the Offer will constitute irrevocable instructions to block any attempt to transfer the Shares tendered, so that on or prior to the Settlement Date no transfer of such Shares may be effected (other than to the Paying and Exchange Agent on or prior to the Settlement Date if the Offer is declared unconditional (*gestand wordt gedaan*) and the Shares have been accepted for purchase or if withdrawal rights are available in accordance with Section 5.5 (Withdrawal rights) and to debit the securities account in which such Shares are held on the Settlement Date in respect of all of the Tendered Shares, against payment by the Paying and Exchange Agent of the Offer Price per Share.

(b) Undertakings, representations and warranties by tendering Shareholders

Each Shareholder tendering Shares pursuant to the Offer, by such tender, undertakes, represents and warrants to the Offeror, on the date that such Shares are tendered and on the Settlement Date, that:

- (i) the tender of any Shares constitutes an acceptance by the Shareholder of the Offer, on and subject to the terms and conditions of the Offer;
- (ii) such Shareholder has full power and authority to tender, sell and transfer (*leveren*) the Shares tendered by it, and has not entered into any other agreement to tender, sell or transfer (*leveren*) the Shares stated to have been tendered to any party other than the Offeror (together with all rights attaching thereto) and, when the same are purchased by the Offeror under the Offer, the Offeror will acquire such Shares, with full title guarantee and free and clear of all third party rights and restrictions of any kind;
- (iii) such Shares are being tendered in compliance with the restrictions as set out in Sections 2 (Restrictions) and 3 (Important Information) and the securities and other applicable laws or regulations of the jurisdiction in which such Shareholder is located or of which it is a resident and no registration, approval or filing with any regulatory authority of such jurisdiction is required in connection with the tendering of such Shares; and
- (iv) such Shareholder acknowledges and agrees that having tendered its Shares, such Shareholder shall, as from the Settlement Date, be deemed to have waived any and all rights or entitlements that such Shareholder may have in its capacity as shareholder of UNIT4 or otherwise in connection with its shareholding in UNIT4 vis-à-vis any member of the UNIT4 Group and any member of the One-Tier Board.

5.3 Offer Conditions

The Offer shall be declared unconditional (*wordt gestand gedaan*) if the Offer Conditions as set out in Section 6.7(a) (Offer Conditions) are fulfilled or, if permitted by applicable law, waived by the party entitled to waive such Offer Conditions. Subject to the Offer Conditions set out in Section 6.7(a) (Offer Conditions), the Offeror reserves the right to accept any Shares tendered for acceptance, even if it has not been effected in accordance with Section 5.2 (Acceptance by Shareholders).

5.4 Offer Period (*aanmeldingstermijn*)

The Offer Period will commence at 09.00 hours, CET, on 23 December 2013 and will expire on 28 February 2014 at 17.40 hours, CET, unless the Offer Period is extended in accordance with Section 5.7 (Extension).

If all conditions to the Offer are satisfied or, where appropriate, waived, the Offeror will accept all Shares that have been validly tendered (or defectively tendered, provided that such defect has been

waived by the Offeror) and not previously withdrawn pursuant to the provisions of Article 5b, paragraph 5, Article 15, paragraphs 3 and 8 and Article 15a paragraph 3 of the Decree in accordance with the procedures set forth in Section 5.2 (Acceptance by Shareholders).

5.5 Withdrawal rights

Shares tendered on or prior to the Closing Date may not be withdrawn, subject to the right of withdrawal of any tender:

- (a) during any extension of the Offer Period in accordance with the provisions of Article 15, paragraph 3 of the Decree;
- (b) following an announcement of a mandatory public bid in accordance with the provisions of Article 5b, paragraph 5 of the Decree (provided that such Shares were already tendered prior to the announcement and withdrawn within seven (7) Business Days following the announcement);
- (c) following the filing of a successful request to set a reasonable price for a mandatory public bid in accordance with the provisions of Article 15, paragraph 8 of the Decree (provided that such Shares were already tendered prior to the request and withdrawn within seven (7) Business Days following the decision date); or
- (d) following an increase of the Offer Price as a result of which the Offer Price does no longer only consist of a cash component and a document in relation thereto is made generally available in accordance with the provisions of Article 15a paragraph 3 of the Decree (provided that such Shares were already tendered prior to the request and withdrawn within seven (7) Business Days following such document being made available).

If the Offer Period is extended, any Shares previously tendered and not withdrawn will remain subject to the Offer. Shares tendered during an extension of the Offer Period may not be withdrawn, subject to the provisions of Article 5b, paragraph 5, Article 15, paragraphs 3 and 8 and Article 15a paragraph 3 of the Decree, as set out above in this Section.

5.6 Declaring the Offer unconditional (*gestanddoening*)

The obligation of the Offeror to declare the Offer unconditional is subject to the satisfaction or waiver of the Offer Conditions. See also Section 6.7 (Offer Conditions, waiver and satisfaction). The Offer Conditions may be waived, to the extent permitted by law or by agreement, as set out in Section 6.7(b) (Waiver). If the Offeror or UNIT4 wishes to (wholly or partly) waive one or more Offer Conditions according to Section 6.7(b) (Waiver), the Offeror will inform the Shareholders as required by the Applicable Rules.

No later than on the third (3rd) Business Day following the Closing Date, such date being the Unconditional Date, the Offeror will determine whether the Offer Conditions have been satisfied or waived as set out in Section 6.7 (Offer Conditions, waiver and satisfaction), to the extent permitted by law. In addition, the Offeror will announce on the Unconditional Date whether (a) the Offer is declared unconditional, (b) the Offer will be extended in accordance with Article 15 of the Decree, or (c) the Offer is terminated as a result of the Offer Conditions set out in Section 6.7(a) (Offer Conditions) not having been satisfied or waived, all in accordance with Section 6.7(b) and 6.7(c) and Article 16 of the Decree. In the event that the Offer is not declared unconditional, the Offeror will explain such decision.

In the event that the Offeror announces that the Offer is declared unconditional (*gestand wordt gedaan*), the Offeror will accept all Tendered Shares and shall continue the Offer during a Post-Closing Acceptance Period (*na-aanmeldingstermijn*) as set out in Section 5.8 (Post-Closing Acceptance Period (*na-aanmeldingstermijn*)).

5.7 Extension

If one or more of the Offer Conditions set out in 6.7(a) (Offer Conditions) is not satisfied by the Closing Date or waived in accordance with Sections 6.7(b) (Waiver) or 6.7(c) (Satisfaction), the Offeror may, in accordance with Article 15, paragraph 1 and paragraph 2 of the Decree, extend the Offer Period at its discretion for a minimum period of two (2) weeks and a maximum period of ten (10) weeks in order to have such Offer Conditions satisfied or waived. If so requested in writing by the One-Tier Board, the Offeror must extend the Offer Period for a period of two (2) weeks, except in the event of a Competing Offer or an Other Relevant Offer being made.

Extension of the Offer Period may in any event occur once (extension for more than one period is subject to clearance of the AFM, which will only be given in exceptional circumstances). In case of such extension all references in this Offer Memorandum to 17.40 hours, CET, on the Closing Date shall, unless the context requires otherwise, be changed to the latest date and time to which the Offer Period has been so extended.

If the Offer Period is extended, so that the obligation pursuant to Article 16 of the Decree to announce whether the Offer is declared unconditional is postponed, a public announcement to that effect will be made ultimately on the third (3rd) Business Day following the Closing Date in accordance with the provisions of Article 15, paragraph 1 and paragraph 2 of the Decree. If the Offeror extends the Offer Period, the Offer will expire on the latest time and date to which the Offeror extends the Offer Period.

During an extension of the Offer Period, any Shares previously tendered and not withdrawn will remain subject to the Offer, subject to the right of each Shareholder to withdraw the Shares he or she has already tendered in accordance with Article 15, paragraph 3 of the Decree and subject to any withdrawal rights available pursuant to Article 5b, paragraph 5, Article 15, paragraph 8 and Article 15a, paragraph 3 of the Decree as set out in Section 5.5.

5.8 Post-Closing Acceptance Period (*na-aanmeldingstermijn*)

In the event that the Offeror announces that the Offer is declared unconditional (*gestand wordt gedaan*), the Offeror shall, in accordance with Article 17 of the Decree, within three (3) Business Days after declaring the Offer unconditional, publicly announce a Post-Closing Acceptance Period (*na-aanmeldingstermijn*) of a maximum of two (2) weeks to enable Shareholders who did not tender their Shares during the Offer Period to tender their Shares under the same terms and conditions as the Offer.

The Offeror will publicly announce the results of the Post-Closing Acceptance Period and the total amount and total percentage of Shares held by it in accordance with Article 17, paragraph 4 of the Decree ultimately on the third (3rd) Business Day following the last day of the Post-Closing Acceptance Period. The Offeror shall continue to accept for payment all Shares validly tendered (or defectively tendered, provided that such defect has been waived by the Offeror) during such Post-Closing Acceptance Period and shall pay for such Shares as soon as reasonably possible and in any case no later than on the eighth (8th) Business Days following the last day of the Post-Closing Acceptance Period.

During the Post-Closing Acceptance Period, Shareholders have no right to withdraw Shares from the Offer, whether validly tendered (or defectively tendered, provided that such defect has been waived by the Offeror) during the Offer Period or during the Post-Closing Acceptance Period.

5.9 Settlement

In the event that the Offeror announces that the Offer is declared unconditional (*gestand wordt gedaan*), Shareholders who have validly tendered (or defectively tendered provided that such defect has been waived by the Offeror) and transferred (*geleverd*) their Shares for acceptance pursuant to the Offer on or prior to the Closing Date will receive within eight (8) Business Days following the Unconditional Date the Offer Price in respect of each Tendered Share, as of which moment dissolution or annulment of a Shareholder's tender or transfer (*levering*) shall not be permitted. Settlement will only take place if the Offer is declared unconditional (*gestand wordt gedaan*).

5.10 Dividends

Following the Settlement Date, the current dividend policy of UNIT4 may be discontinued. Any Distribution made in respect of Shares not tendered under the Offer after the Settlement Date will pro rata be deducted from the price per Share for the purpose of establishing such price in any statutory merger, squeeze-out or other measure contemplated by Section 6.12 (Post-Closing Restructuring).

5.11 Announcements

Any announcement contemplated by this Offer Memorandum will be issued by press release. Subject to any applicable requirements of the Applicable Rules and without limiting the manner in which the Offeror may choose to make any public announcement, the Offeror will have no obligation to communicate any public announcement other than as described in this Section 5.11 (Announcements).

5.12 Commission

Admitted Institutions will receive from the Paying and Exchange Agent on behalf of the Offeror a commission in the amount of EUR 0.00775 (0.02%) in respect of each Tendered Share up to a maximum of EUR 1,000 per Shareholder tender. The commission must be claimed from the Offeror through the Paying and Exchange Agent within thirty (30) days of the Settlement Date. No costs will be charged to Shareholders by the Offeror or by UNIT4 for the transfer and payment of each Tendered Share if an Admitted Institution is involved. However, Shareholders may be charged certain fees by their banks or stockbrokers. Costs may also be charged to Shareholders by or on behalf of a foreign institution involved in the transfer and payment of the Tendered Shares. Shareholders should consult their banks and stockbrokers regarding any such fees.

5.13 Restrictions

The Offer is being made with due observance of the statements, conditions and restrictions included in this Offer Memorandum. The Offeror reserves the right to accept any tender under the Offer that is made by or on behalf of a Shareholder, even if it has not been effected in the manner as set out in Section 5.2 (Acceptance by Shareholders).

5.14 Indicative timetable

Expected date and time
(All times are CET)

Event

Expected date and time (All times are CET)	Event
20 December 2013	Press release announcing the availability of this Offer Memorandum and the commencement of the Offer
09.00 hours, 23 December 2013	Commencement of the Offer Period
15.00 hours, 19 February 2014	EGM, at which meeting the Offer, among other matters, will be discussed
17.40 hours, 28 February 2014	Closing Date: Deadline for Shareholders wishing to tender Shares, unless the Offer is extended in accordance with Article 15 of the Decree
No later than three (3) Business Days after the Closing Date	Unconditional Date: The date on which the Offeror will publicly announce whether the Offer is declared unconditional (<i>gestand wordt gedaan</i>) in accordance with Article 16 of the Decree
No later than eight (8) Business Days after the Unconditional Date	Settlement Date: The date on which, in accordance with the terms and conditions of the Offer, the Offeror will pay the Offer Price for each Tendered Share
No later than three (3) Business Days after the Unconditional Date	Post-Closing Acceptance Period: If the Offer is declared unconditional, the Offeror shall announce a Post-Closing Acceptance Period for a period of up to two (2) weeks, in accordance with Article 17 of the Decree

6. EXPLANATION AND BACKGROUND OF THE OFFER

6.1 Introduction

On 18 November 2013, the Offeror and UNIT4 jointly announced that they had reached conditional agreement on the main terms and conditions of the Offer, pursuant to Article 5, paragraph 1 of the Decree, which Offer values UNIT4 at EUR 38.75 (thirty-eight euro and seventy-five euro cents) cum dividend per Share and that the Offeror had sufficient funds available to secure the Offer in accordance with Article 7, paragraph 4 of the Decree (the **Initial Announcement**). See also Section 11 (Press Releases).

6.2 The Offer

(a) Introduction

The Offeror is making an offer to purchase from the Shareholders all the Shares on the terms and subject to the conditions and restrictions contained in this Offer Memorandum.

Subject to the Offer being declared unconditional (*gestanddoening*), Shareholders tendering their Shares under the Offer will receive the Offer Price in respect of each Tendered Share. If, between the date of this Offer Memorandum and the Settlement Date, UNIT4 by any means whatsoever declares any Distribution, then the Offer Price will be reduced by the amount of such Distribution (before any applicable withholding tax).

(b) Bid premia

The Offer price of EUR 38.75 (thirty-eight euro and seventy-five euro cents) (cum dividend) in cash per share represents a premium of:

- 32.4% to the closing price per Share on Euronext Amsterdam on 11 October 2013¹ (the **Reference Date**);
- 42.4% to the average closing price per Share on Euronext Amsterdam for the three (3) months prior to and including the Reference Date;
- 45.0% to the average closing price per Share on Euronext Amsterdam for the six (6) months prior to and including the Reference Date;
- 55.0% to the average closing price per Share on Euronext Amsterdam for the twelve (12) months prior to and including the Reference Date;
- 31.2% to the highest closing price per Share on Euronext Amsterdam for the ten (10) years prior to and including the Reference Date; and
- 19.2% to the median of analyst price targets for the Shares, issued after UNIT4's H1 results on 21 August 2013 and up to and including the Reference Date (median analyst price target of EUR 32.50). The research analysts considered comprise ABN AMRO, Goldman Sachs, ING, Kepler Cheuvreux, Petercam, Rabobank and SNS Securities.

By comparison, the median premium to the unaffected share price (closing price one day prior to the earlier of transaction announcement or material, public speculation of a transaction, if any) is 26.0% for public offers by financial investors for 100% of the share capital of Dutch companies listed on

¹ Last closing Share price prior to the announcement of preliminary interest in UNIT4 on Monday 14 October 2013.

the Euronext Amsterdam with equity values in excess of EUR 250 million that were announced and completed in the period from 1 January 2004 to the Reference Date. The selected transactions comprise: Vendex KBB / VDXK (KKR/Alpinvest), VNU / Valcon Acquisition, Nedschroef / Gilde Buy Out, Endemol / Cyrté, GSCP and Mediaset, Univar / Ulysses (CVC and Parcom), Stork / Candover, Gamma Holding / Gilde Buy Out and Parcom, Mediq / Advent International, and DEMB / JAB.

6.3 Substantiation of the Offer

The Offer Price has been based on a series of financial analyses:

- an analysis of the closing prices of the Shares from 11 October 2012 up to and including the Reference Date (refer to Section 7.12 (Share price development) for the share price development of UNIT4). During this period, the average closing price per Share on Euronext Amsterdam for the three (3), six (6), and twelve (12) month periods prior to and including the Reference Date were EUR 27.21, EUR 26.72, and EUR 25.00, respectively. The highest closing price per Share in the last ten (10) years prior to and including the Reference Date was EUR 29.53 on 16 September 2013;
- an analysis of analyst price targets for the Shares, issued after UNIT4's H1 results on 21 August 2013 up to and including the Reference Date. The research analysts considered comprise ABN AMRO, Goldman Sachs, ING, Kepler Cheuvreux, SA, Petercam, Rabobank and SNS Securities with a median analyst price target of EUR 32.50 per Share;
- a trading multiple analysis based on the expected financial performance of UNIT4 and the closing prices of the Shares compared with those of selected publicly-traded companies and their securities. Companies selected for comparison to UNIT4 comprise Blackbaud, Exact Holding, IFS, Oracle, Sage and SAP:
 - based on reported net debt as at 30 June 2013 of EUR 106.7 million, the Offer Price represents a multiple of enterprise value for UNIT4 of 14.2x EBITDA for the twelve (12) months ended 30 June 2013 and 18.1x EBITDA for the twelve (12) months ended 30 June 2013 adjusted for capitalised R&D costs and investments in FinancialForce.com;
 - for this group of companies, the median multiple of enterprise value to consensus EBITDA forecast (adjusted for capitalized R&D) for the financial year ending 31 December 2013 was approximately 10.9x on the Reference Date; and by comparison, the multiples of the enterprise value of UNIT4, as implied by the Offer Price and based on the reported net debt as per 30 June 2013, to consensus EBITDA (adjusted for capitalized R&D costs) and consensus EBITDA (adjusted for investments in FinancialForce.com and exceptionals less capitalized R&D costs) in both cases as forecast for the year ending 31 December 2013 were approximately 19.1x and 15.5x, respectively on the Reference Date;
 - for this group of companies, the median multiple of share price to consensus earnings per share forecast for the financial year ending 31 December 2013 was approximately 16.2x on the Reference Date; and by comparison, the multiple of the equity value of UNIT4, as implied by the Offer Price, to consensus adjusted net profit forecasts for the financial year ending 31 December 2013 was approximately 22.9x on the Reference Date; and
- a standalone discounted cash flow analysis for UNIT4, considering historic financial developments for UNIT4 and assuming (i) consensus financial forecasts for UNIT4 and (ii) a

weighted average cost of capital of 8.5%. The applied forecast period was five (5) years (2013 to 2018). The residual value at the end of year five (5) is based on a perpetuity value of the cash flow in year five.

In addition, certain financial information as derived from the annual and interim accounts of UNIT4, analyst presentations and reports, market reports and press releases has been reviewed.

6.4 Rationale for the Offer

Given the increasing dynamism and technology evolution of the enterprise software market, UNIT4 reviews its strategic alternatives on a regular basis, assessing carefully the associated risks and benefits of each market development. UNIT4 believes that the enterprise software market is now at critical inflexion point, where cloud-based delivery models have proven market acceptance and will grow at the expense of on-premise models. This evolution of technology and market acceptance will require UNIT4 to invest in new skills, technologies, and partners to maintain UNIT4's current market position and address this opportunity.

Against this background, UNIT4 believes that a long-term approach under private ownership will enable UNIT4 to accelerate the transition of UNIT4's business model and ensure that the necessary investments are made to maintain or enhance UNIT4's current market position. When parties expressing interest approached UNIT4, both the Supervisory Board and the Management Board acted on their fiduciary duty to carefully consider these approaches and evaluate all alternatives available to UNIT4. Following a public and competitive process, Advent offered the highest price as well as best non-financial covenants.

With a 30-year track record and an extensive portfolio of current and past investments, Advent is one of the leading private equity investors in technology companies globally. Advent focuses on building long term value in partnership with portfolio companies through revenue growth, acquisitions and profit improvement.

Advent's investment rationale is to support and grow UNIT4, positioning UNIT4 as a clear global leader in SaaS enterprise applications to the government, professional services, education, and wholesale & retail verticals. To this extent, Advent has agreed with the Management Board a joint strategy plan that will enable UNIT4 to:

- pursue a strategy of substituting licence revenues for SaaS and subscription revenues, which would be challenging to pursue as a public company due to inevitable dilution of mid-term revenues and earnings growth;
- expand the UNIT4 Group's businesses geographically into areas outside of The Netherlands, particularly in the United States, Northern Europe, Asia, and Latin America, and become a true global player;
- deepen the UNIT4 Group's presence in certain verticals, especially in business services, government, not-for-profit, including education, and wholesale & distribution, investing in brand positioning and sales force presence and recruiting channel partners and value-added-resellers;
- continue a focused and agile R&D strategy so that the UNIT4 Group can continue to develop world class application development capabilities and product management;

- pursue operational excellence in all business processes across the UNIT4 Group to better align UNIT4 for growth and profitability in the rapidly evolving enterprise software market; and
- pursue acquisitions that enhance UNIT4 market position or technology skills.

Furthermore, Advent recognises that FinancialForce.com is an important growth driver for UNIT4. The joint strategy plan also entails Advent investing significant additional capital into FinancialForce.com to accelerate its growth and secure its long-term funding requirements.

Advent also recognises that UNIT4 will need to make substantial investments to transition the Company's business model. Advent has entered into covenants, as described in Section 6.13(b) (Mergers and Acquisitions), confirming its ability to make further equity investments in the future in order to enable UNIT4 to make such substantial investments. Furthermore, the acquisition debt is structured in such a way to provide UNIT4 the financial flexibility to make the necessary investments and the operational headroom to execute these initiatives.

Reference is made to sections 6.13 (Non-Financial Covenants) and 11.1 (Joint press release dated 18 November 2013).

6.5 Financing of the Offer

The Offeror announced in the Initial Announcement that it had sufficient funds available to complete the Offer, in accordance with Article 7, paragraph 4 of the Decree.

The Offer values 100% of the Shares at EUR 1,172 million. This value of the Offer of EUR 1,172 million is based on the Offer Price (EUR 38.75 cum dividend) multiplied by the number of fully diluted shares (30,257,541), which is equal to the sum of the currently issued ordinary shares (29,691,331), the Performance Shares (174,540), the share options under the Share Option Plan 2009 (186,670), and the share options under the Share Option Plan 2011 (205,000).

The Offeror will finance the Offer through EUR 605 million of third party debt with the remainder of the funding (expected to amount to approximately EUR 770 million) coming from equity and shareholder loans (collectively **Shareholder Funding**), representing over 50% contribution to the enterprise value of UNIT4. The debt financing and the Shareholder Funding will jointly fund the acquisition of the Shares under the Offer, the refinancing of existing UNIT4 Group debt financing, and the payment of fees and expenses related to the Offer.

In order to finance the Offer, the Offeror has secured fully committed Shareholder Funding and debt financing, whereby the Shareholder Funding will be provided by certain Advent funds and the debt financing package received from a consortium of reputable European financial institutions. Both the Shareholder Funding and the debt financing are fully committed.

The committed Shareholder Funding and debt financing are subject to customary conditions consistent with the conditions to the Offer and in line with current market practice. The Offeror has no reason to believe that these conditions will not be fulfilled on or prior to the Settlement Date.

Reference is made to Section 11 (Press Releases).

6.6 Decision-making and Recommendation by the Boards

Several private equity investment firms have sought regular, informal communication with members of the Management Board over several years. The Boards of UNIT4 have not encouraged or discouraged such regular, informal communication. This communication resulted in one of these

private equity investment firms expressing a serious interest in investigating a potential takeover bid during the summer of 2012. In response to that development, a special committee of the Supervisory Board (consisting of Mr Philip Houben and Mr Rob Ruijter), the **Special Committee**, was appointed at the time. The discussions with that private equity investment firm did not lead to a transaction.

During the summer of 2013, UNIT4 received further expressions of interest from several parties. The Special Committee oversaw the discussions with these parties to ensure a structured process and safeguard the interests of all stakeholders of UNIT4.

Following the issuance of a leak press release stating the interest from several parties on 14 October 2013, UNIT4 was approached by additional parties also indicating an interest in a possible takeover. All of the additional interested parties, which included both private equity investment and other firms, were requested to submit a letter of interest. The Management Board and the Supervisory Board of UNIT4 carefully evaluated the letters of interest in the same way as it had considered the initial approaches and invited additional potential bidders into the process. The process remained competitive until definitive agreement was reached with Advent.

Throughout the entire process, the Special Committee, the Management Board, and the Supervisory Board met on a frequent basis to discuss any developments and key decisions in response thereto. The full Supervisory Board also consulted and held various meetings with its professional advisors, some of which without any members of the Management Board in attendance. The Supervisory Board engaged ABN AMRO to provide independent financial advice and issue a fairness opinion.

The Special Committee remained closely involved at all stages of the process which ultimately led to the Offer. The Special Committee held frequent conference calls and meetings with key external professional advisors and/or members of the Management Board to be updated on the latest developments, monitor the process, discuss the Offer and alternatives thereto as well as the considerations underlying the key decisions and resolutions in connection therewith.

The Supervisory Board remained focused on carefully managing any (potential) conflicts of interest at all stages of the process. The following measures were taken by the Special Committee in this regard:

- the Special Committee was specifically tasked with determining the rules of the process and made the selection between various bids with input from the members of the Management Board. The Special Committee was mandated by the Supervisory Board to grant exclusivity to Advent on 16 November 2013 for the negotiation of a conditional agreement;
- bidders (including Advent) were not permitted and did not discuss with any members of the Management Board the terms of participation by them as minority shareholders in any bidder or its holdings companies until late in the process;
- the members of the Management Board were required to engage their own independent financial and tax advisor. PwC was engaged for this purpose by the members of the Management Board; and
- the Supervisory Board and its Special Committee required the members of the Management Board to provide full transparency on their discussions with any bidders (including Advent) with respect to the terms of their participation as minority shareholders in any bidder or its holdings companies.

Accordingly, the Supervisory Board is confident that as a result of these measures any (potential) conflicts have not influenced the outcome of the process.

The Boards have concluded that the Offer is fair to the Shareholders of UNIT4 from a financial point of view and in the best interests of UNIT4 and its stakeholders. The Boards have reached this conclusion after having received extensive legal and financial advice, and having given due and careful consideration to the strategic, financial and social aspects and consequences of the proposed transaction. The Boards have also received fairness opinions, in which ING Bank and ABN AMRO, respectively, have opined that the Offer is fair to the Shareholders of UNIT4 from a financial point of view.

With reference to the above, the Boards fully support and unanimously recommend the Offer to the Shareholders of UNIT4 for acceptance (the **Recommendation**).

6.7 Offer Conditions, waiver and satisfaction

(a) Offer Conditions

Notwithstanding any other provisions of the Offer, the obligation of the Offeror to declare the Offer unconditional (*gestanddoening*) will be subject to the following conditions precedent being satisfied on or before the Closing Date, or waived as set out in this Section 6.7:

- (i) both the European Commission and the relevant competition authorities in the United States of America: (i) issuing a decision in respect of the Offer constituting clearance of the proposed concentration, regardless of whether such clearance is subject to any conditions or obligations, provided that such conditions or obligations only affect the UNIT4 Group, or stating that no clearance is required, (ii) the expiry, lapse or termination of all applicable waiting and other time periods (including extensions thereof) under any applicable legislation or regulation in the relevant jurisdictions, or (iii) the referral of the Offer or any part thereof to another competition authority in accordance with applicable law and the relevant clearance having been obtained or waiting period having expired, lapsed or terminated;
- (ii) the aggregate number of Shares (A) tendered under the Offer and (B) directly or indirectly held by the Offeror or any of its Affiliates or unconditionally and irrevocably committed by Shareholders in writing for sale to the Offeror or any of its Affiliates subject only to the Offer being declared unconditional (*gestanddoening*) (together the **Committed Shares**), shall represent at least 85% of UNIT4's aggregate issued share capital on a fully diluted basis at the Closing Date, excluding Shares held by UNIT4 or any of its group companies for its own account (the **Minimum Acceptance Condition**);
- (iii) the Protection Trust not having exercised in whole or in part its call option under the Option Agreement and no cumulative protective preference shares in UNIT4 having been issued and not having submitted a request for inquiry on the basis of article 2:346 paragraph (c) of the Dutch Civil Code and the Protection Trust having irrevocably, and conditional only upon the Offer being declared unconditional (*gestanddoening*), waived its right to exercise its call option right on the cumulative preference shares in the capital of UNIT4 under the Option Agreement;
- (iv) no Material Adverse Change having occurred;
- (v) neither the Management Board nor the Supervisory Board having revoked or altered the Recommendation and no members of the Management Board or Supervisory Board having taken or authorised any action or making or authorising any public announcement that prejudices or frustrates the Offer;
- (vi) no public announcement has been made of a Competing Offer or Other Relevant Offer;

- (vii) no third party having obtained the right to subscribe, or having agreed to subscribe, for Shares, with the exception of the rights to acquire Shares of UNIT4 under the Option Agreement or the Employee Equity Incentive Arrangements;
- (viii) no order, stay, judgment or decree having been issued by any court, arbitral tribunal, government, governmental authority or other regulatory or administrative authority and being in effect, and no statute, rule, regulation, governmental order or injunction having been enacted, enforced or deemed applicable to the Offer, any of which restrains, prohibits or delays or is reasonably likely to restrain, prohibit or delay consummation of the Offer in any material respect;
- (ix) no notification having been received from the AFM that the Offer has been made in conflict with any of the provisions of chapter 5.5 of the Wft or the Decree, within the meaning of section 5:80 Wft in which case, pursuant to those rules, securities institutions (*effecteninstellingen*) would not be permitted to cooperate with the execution and completion of the Offer;
- (x) trading in the Shares not having been permanently suspended by Euronext Amsterdam;
- (xi) UNIT4 not having breached the terms of the Merger Protocol to the extent that any such breach (i) has or could reasonably be expected to have material adverse consequences for UNIT4, the Offeror or the Offer, and (ii) is incapable of being remedied within ten (10) Business Days after receipt by UNIT4 of a written notice from the Offeror, or has not been remedied by UNIT4 within ten (10) Business days after receipt by UNIT4 of a written notice from the Offeror; and
- (xii) the Offeror not having breached the terms of the Merger Protocol to the extent that any such breach (i) has or could reasonably be expected to have material adverse consequences for UNIT4 or the Offer, and (ii) is incapable of being remedied within ten (10) Business Days after receipt by the Offeror of a written notice from UNIT4 or has not been remedied by the Offeror within ten (10) Business Days after receipt by the Offeror of a written notice from UNIT4.

(b) **Waiver**

All of the Offer Conditions set out in Section 6.7(a) (other than paragraphs (a)(ii), (a)(viii), (a)(ix), (a)(x) and (a)(xii) thereof) are for the sole benefit of the Offeror and may, to the extent permitted by law, be waived by the Offeror (either in whole or in part) at any time by written notice to UNIT4.

A waiver by the Offeror of the Minimum Acceptance Condition set out in Section 6.7(a)(ii) requires the prior written approval of the One-Tier Board if the total of the Committed Shares represents less than 75% of UNIT4's issued share capital (*geplaatst kapitaal*), excluding Shares held by UNIT4 or any of its group companies for its own account, at the Closing Date.

The Offer Condition set out in Sections 6.7(a)(viii), 6.7(a)(ix) and 6.7(a)(x) are for the benefit of each of the Offeror and UNIT4 and may, to the extent permitted by law, be waived by both of them jointly in writing.

The Offer Condition set out in Section 6.7(a)(xii) is for the sole benefit of UNIT4 and may, to the extent permitted by law, be waived by UNIT4 (either in whole or in part) at any time by giving notice to the Offeror.

(c) **Satisfaction**

The satisfaction of each of the Offer Conditions does not depend on the will of the Offeror as prohibited by Article 12, paragraph 2 of the Decree.

Each of the Offeror and UNIT4 shall use its best efforts to procure satisfaction of the Offer Conditions as soon as reasonably practicable, it being understood that such best efforts shall in relation to the Offer Condition contained in Section 6.7(a)(i) require the Offeror to offer the European Commission such remedies to possible concerns of the European Commission as may be necessary to ensure that the Offer Condition referred to in Section 6.7(a)(i) is satisfied without delay, provided that such remedies only affect the UNIT4 Group.

If at any time either the Offeror or UNIT4 becomes aware of a fact or circumstance that might prevent an Offer Condition from being satisfied, it shall immediately inform the other in writing.

6.8 Shareholdings of the members of the Boards

(a) **Information on Shares**

Management Board

At the date of this Offer Memorandum, Shares are held by members of the Management Board as shown in the following table.

Management Board

Name	Shares currently held (excl. Basic Shares under LTIP)	Basic Shares under LTIP	Performance Shares under LTIP	Share Options (weighted average exercise price (EUR))	Gross amount to be received (EUR)
Mr Chris Ouwinga (direct and indirect holdings)	1,637,093	14,448	28,896	100,000 (18.805)	67,109,988.95
Mr Jose Duarte	-	14,684	29,368	-	1,705,546.60
Mr Edwin van Leeuwen	-	19,185	38,370	100,000 (18.805)	4,222,837.75
Total	1,637,093	48,317	96,634	200,000	73,038,373.30

The number of Performance Shares under LTIP indicated in the table above represents the total number of Performance Shares to be received by members of the Management Board following exercise of all of their conditional rights to subscribe for such Performance Shares at Settlement, as described in Section 7.13.

The gross amount indicated in the table above and to be received by the members of the Management Board (as indicated in the table above) is calculated before applicable transaction costs and taxes. The calculation is based on the sum of (i) Shares currently held, multiplied by Offer Price, (ii) Basic Shares under LTIP, multiplied by Offer Price, (iii) Performance Shares under LTIP, multiplied by the sum of Offer Price minus the nominal value (EUR 0.05) per Performance Share, and (iv) Share Options, multiplied by the sum of Offer Price minus the weighted average exercise price in respect of such Share Options under the share option plans described in Section 6.8(c). The respective members of the Management Board will be solely responsible for payment of all applicable transaction costs and taxes.

Supervisory Board

At the date of this Offer Memorandum, no Shares or Share Options are held by members of the Supervisory Board.

(b) Share transactions in the year prior to the date of this Offer Memorandum

The following transactions were undertaken by the members of the Boards during the year preceding the date of this Offer Memorandum. The transactions were undertaken as part of the Employee Equity Incentive Arrangements.

Management Board

Name	Buy/Sell	Number of Shares	Date of trade	Price per Share (EUR)
Mr Chris Ouwinga	Buy	7,586	1 March 2013	24.46
	Buy	75,000	4 March 2013	16.70
	Sell	75,000	4 March 2013	25.00
Mr Jose Duarte	Buy	14,684	25 June 2013	27.24
Mr Edwin van Leeuwen	Buy	8,698	1 March 2013	24.46
	Buy	40,000	4 March 2013	16.70
	Sell	40,000	4 March 2013	25.00

Supervisory Board

No transactions were undertaken by the members of the Supervisory Board during the year preceding the date of this Offer Memorandum.

(c) Share option plans

Mr Chris Ouwinga and Mr Edwin van Leeuwen are participants in the approved Unit4 Share Option Plan, pursuant to which the Share Option Regulations Unit4 Agresso N.V. became effective on 7 September 2009 (the **Share Option Plan 2009**) and the Share Option Regulations Unit4 N.V. became effective on 19 April 2011 (the **Share Option Plan 2011**).

Each of Mr Chris Ouwinga and Mr Edwin van Leeuwen holds 50,000 share options under the Share Option Plan 2009 and 50,000 share options under the Share Option Plan 2011 (each share option

under the Share Option Plan 2009 or the Share Option Plan 2011 being a **Share Option**). No payments were made by the participants at the time of grant of the Share Options. Upon exercise of each Share Option the participant must pay the applicable exercise price and receives one (1) ordinary share in the capital of UNIT4. The exercise price for Share Options under the Share Option Plan 2009 shall be EUR 13.42 per Share Option. The exercise price for Share Options under the Share Option Plan 2011 shall be EUR 24.19 per Share Option.

At Settlement of the Offer, the Share Options may immediately be exercised by the participants. It is expected that each participant shall exercise his Share Options in full as described in Section 6.8(a).

The participant is solely responsible for any applicable transactions costs and taxes relating to the Share Options.

6.9 Respective cross-shareholdings Offeror – UNIT4

As at the date of this Offer Memorandum, neither the Offeror, nor Advent, nor any member of the Offeror Group, directly or indirectly, hold any Shares in UNIT4.

UNIT4 and/or any of its Affiliates do not directly or indirectly hold any shares in the Offeror and/or Advent.

6.10 Irrevocable undertaking

All members of the Management Board, being Mr Chris Ouwinga, Mr Jose Duarte and Mr Edwin van Leeuwen, have, in their capacity as members of the Management Board, entered into irrevocable undertakings in respect of their Shares, subject to the Merger Protocol not having been terminated, to tender the Shares directly or indirectly held by them and their affiliates (including, for the avoidance of doubt, any Shares to be acquired by them in connection with the Employee Equity Incentive Arrangements) under the Offer in the Offer Period under the same terms as are applicable to all Shareholders and to vote in favour of the EGM Resolutions, in each case subject to the terms and conditions of this Offer Memorandum. The total percentage of Shares which are expected to be subject to the irrevocable undertakings amounts to 6.55% on a fully diluted basis after exercise of all Share Options and all conditional rights to subscribe for Performance Shares as described in Sections 6.8(a) and 6.8(c). The members of the Boards did not receive any information from the Offeror in connection with the Offer that is not included in this Offer Memorandum.

6.11 Consequences of the Offer

Shareholders who do not tender their Shares under the Offer should carefully review this Section 6.11, which describes certain risks they will be subject to if they elect not to accept the Offer. These risks are in addition to the risks associated with holding securities issued by UNIT4 generally, such as the exposure to risks related to the business of UNIT4 and its subsidiaries, the markets in which the UNIT4 Group operates, as well as economic trends affecting such markets generally as such business, markets or trends may change from time to time. The following is a summary of the key additional risks.

(a) Liquidity and Delisting

The purchase of Shares by the Offeror pursuant to the Offer, among other things, will reduce the number of Shareholders and the number of Shares that might otherwise trade publicly.

Subject to the Offer being declared unconditional (*gestanddoening*) and the Offeror acquiring 95% of the Shares, the listing of the Shares on Euronext Amsterdam will be terminated as soon as possible.

Furthermore, and subject to the terms and conditions of the Offer Memorandum, the Offeror may initiate any of the procedures described in Section 6.12 (Post-Closing Restructuring) following completion of the Offer, including procedures which would result in termination of the listing of the Shares (including Shares not being tendered), which will further adversely affect the liquidity and market value of the Shares. As a policy rule in the event of a public offer Euronext Amsterdam does not permit delisting until at least 95% of the listed shares are held by a single entity or by a group controlled by a single entity, unless the Shares disappear as a result of a statutory merger.

As a result, the size of the free float in Shares will be substantially reduced following completion of the Offer and trading volumes and liquidity of Shares will be adversely affected. The Offeror does not intend to set up a liquidity mechanism for the Shares that are not tendered following the Settlement Date.

(b) Proposed amendments to the UNIT4 Articles of Association

At the EGM, the Shareholders shall be requested to vote for a resolution to amend the UNIT4 Articles of Association in accordance with the draft of the proposed amendments to the UNIT4 Articles of Association included in Section 16 (Proposed new UNIT4 Articles of Association Post-Settlement), subject to (i) the Offer being declared unconditional (*gestand wordt gedaan*) by the Offeror and (ii) Settlement. The amendments will relate mainly to (i) the deletion of references to the preference shares and (ii) the number of directors and the appointment of Mr Frank Rövekamp as the Independent Non-Executive.

(c) Dividend policy

The Shareholders should be aware that UNIT4 may or may not pay dividends in the future. Future dividends paid may be of a one off nature only and the amount of any dividends will depend on a number of factors associated with the Offeror's tax and financial preferences from time to time. Any Distribution made in respect of Shares after the Settlement Date will be deducted for the purpose of establishing the value per Share in any statutory merger, takeover buy-out procedure, squeeze-out procedure or other measure contemplated by Section 6.12 (Post-Closing Restructuring).

(d) Tax treatment of distributions

The Offeror and UNIT4 can give no assurances and have no responsibility with respect to the tax treatment of Shareholders with respect to any distributions made by UNIT4 or any successor entity to UNIT4 on the Shares, which may include dividends, interest, repayments of principal, repayments of capital and liquidation distributions.

6.12 Post-Closing Restructuring

(a) Compulsory acquisition procedure

It is the intention of the Offeror to acquire ultimately 100% of the Shares and/or full ownership (legal and beneficial) of UNIT4's business.

As soon as possible following the Offer being declared unconditional (*gestanddoening*), the Offeror and UNIT4 intend to procure that UNIT4s' listing on Euronext Amsterdam and the listing agreement between UNIT4 and Euronext Amsterdam in relation to the listing of the Shares will be terminated. Delisting may be achieved on the basis of 95% or more of the issued share capital of UNIT4 having been acquired by the Offeror or on the basis of a statutory merger or otherwise.

If, following the Settlement Date, the Offeror and its Affiliates, alone or together with UNIT4, hold at least 95% of the Shares, the Offeror shall commence a compulsory acquisition procedure (*uitkoopprocedure*) in accordance with Article 2:92a or 2:201a of the Dutch Civil Code or a compulsory takeover buy-out procedure in accordance with Article 2:359c of the Dutch Civil Code to buy out the holders of Shares that have not tendered their Shares under the Offer. In such procedure, any remaining minority shareholders of UNIT4 will be offered the Offer Price for their Shares unless there would be financial, business or other developments or circumstances that would justify a different price (including a reduction resulting from the payment of dividends) in accordance with, respectively, Article 2:92a, paragraph 5 or 2:201a, paragraph 5 or Article 2:359c, paragraph 6 of the Dutch Civil Code.

(b) **Alternative Post-Closing Restructuring**

Without prejudice to Section 6.12(a) (Compulsory acquisition procedure), also pursuant to the Merger Protocol the Offeror shall be entitled to effect or cause to effect any other restructuring of the UNIT4 Group (**Post-Closing Restructuring Measures**) for the purpose of achieving an optimal operational, legal, financial and/or fiscal structure in accordance with the Applicable Rules and Dutch law in general, some of which may have the (side) effect of diluting the interest of any remaining minority shareholders of UNIT4, including:

- (i) a subsequent public offer for any Shares held by minority shareholders;
- (ii) a statutory cross-border or domestic (bilateral or triangular) legal merger (*juridische (drie hoeks-) fusie*) in accordance with Article 2:309 *et seq* of the Dutch Civil Code between UNIT4, the Offeror and/or one or more Affiliates of the Offeror (as further described in Section 6.12(c) (Most Likely Post-Closing Restructuring Measures));
- (iii) a statutory (bilateral or triangular) legal demerger (*juridische (drie hoeks-) splitsing*) of UNIT4 in accordance with Article 2:334a *et seq* of the Dutch Civil Code;
- (iv) a contribution of assets to UNIT4 in exchange for new shares issued (in which case the existing shareholders of UNIT4 may not have pre-emptive rights) on an arm's length basis and supported by a fairness opinion from a reputable corporate finance advisor;
- (v) a sale of all, substantially all, or a substantial part of the assets of UNIT4, which may or may not be followed by a distribution of proceeds to the Shareholders, all in accordance with the laws of The Netherlands and the UNIT4 Articles of Association and all on an arm's length basis and supported by a fairness opinion from a reputable corporate finance advisor (as further described in Section 6.12(c) (Most Likely Post-Closing Restructuring Measures));
- (vi) subject to Section 6.13 (Non-Financial Covenants), a distribution of proceeds, cash and/or assets to the Shareholders;
- (vii) a sale and transfer of assets and liabilities by the Offeror or any of its Affiliates to any member of the UNIT4 Group on an arms' length basis and supported by a fairness opinion from a reputable corporate finance advisor, or a sale and transfer of assets and liabilities by any member of the UNIT4 Group to the Offeror or any of its Affiliates on an arms' length basis and supported by a fairness opinion from a reputable corporate finance advisor;
- (viii) conversion of UNIT4 into a private limited liability company (*besloten vennootschap met beperkte aansprakelijkheid*);
- (ix) any combination of the foregoing; or

- (x) any transactions, restructurings, share issues, procedures and/or proceedings in relation to UNIT4 and/or one or more of its affiliates required to effect the aforementioned objective.

In the effectuation of any Post-Closing Restructuring Measure, due consideration will be given to the interests of minority shareholders of UNIT4. The Offeror agrees to only effect or cause to effect any Post-Closing Restructuring (A) after the Offer Period and (B) if the Offeror owns less than 95% of the Shares. The Post-Closing Restructuring Measure shall be subject to the approval of the Independent Non-Executive, except in respect of a conversion of UNIT4 into a private limited liability company (*besloten vennootschap met beperkte aansprakelijkheid*) as described in Section 6.12(b)(viii) and with respect to the Post-Closing Restructuring Measure described in Section 6.12(b)(v) only when such assets exceed an annual revenue of EUR 200.000.000 (in a single transaction or a series of related transactions). The Independent Non-Executive shall not unreasonably withhold or delay his approval.

The Board shall use its reasonable efforts to inform the Independent Non-Executive in case any non-financial covenants as included in Section 6.13 (Non-Financial Covenants) might be effected by its decision making.

The Independent Non-Executive shall have the opportunity to engage, at the expense of UNIT4, its own financial and legal advisors if and to the extent it believes that the advice of such advisors is reasonably necessary to assist it in reviewing and assessing matters that come before the Board.

(c) **Most Likely Post-Closing Restructuring Measures**

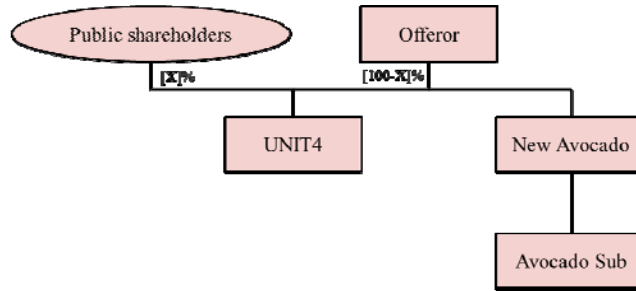
In the event that the Offeror (i) has declared the Offer unconditional and (ii) has not, together with its Affiliates, acquired 95% or more of the Shares after expiration of the Post-Closing Acceptance Period, the Offeror intends, but is not obligated, to effect one or more of the following Post-Closing Restructuring Measures or a combination thereof, without prejudice to the other alternative Post-Closing Restructuring Measure referred to in Section 6.12(b) (Alternative Post-Closing Restructuring).

The Post-Closing Merger and Liquidation

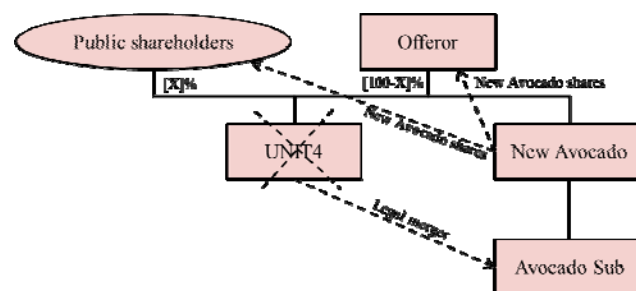
The first most likely Post-Closing Restructuring Measure is a legal merger (*juridische fusie*) between UNIT4 and the Offeror, or another member of the Offeror Group in accordance with Articles 2:309 and 2:333a of the Dutch Civil Code (the latter referring to a “triangular merger” (*driehoeksfusie*), pursuant to which the shareholders of the disappearing entity will become shareholders of an affiliate of the surviving entity) with UNIT4 being the disappearing entity and the Offeror, or another member of the Offeror Group, being the surviving entity (the **Post-Closing Merger and Liquidation**).

It is envisaged that the Post-Closing Merger and Liquidation will consist, in summary, of the following steps:

- (i) Incorporation of New Avocado B.V. (**New Avocado**) and Avocado Sub B.V. (**Avocado Sub**) by the Offeror for the sole purpose of executing the Post-Closing Merger and Liquidation. The Offeror will hold all issued and outstanding shares in the share capital of New Avocado. New Avocado will hold all issued and outstanding shares in the share capital of Avocado Sub. New Avocado and Avocado Sub shall not have any operational or other activities, assets or liabilities, other than its paid-up capital at incorporation. The articles of association of New Avocado include a lock-up period until the envisaged date of the dissolution of New Avocado, during which period the shares in the capital of New Avocado cannot be transferred. The diagram below shows a structure chart.



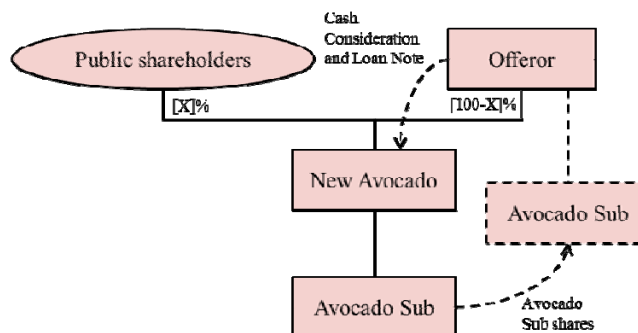
- (ii) After Settlement of the Shares, the newly appointed One-Tier Board of UNIT4 adopts a proposal to execute a merger between UNIT4 (as disappearing entity) and Avocado Sub (as the surviving entity) (the **Legal Merger**) which resolution of the One-Tier Board of UNIT4 requires a vote in favour of the Independent Non-Executive, which cannot be unreasonably withheld or delayed. When considering whether to vote in favour of such resolution, the Independent Non-Executive shall give due consideration to the reasonable interests of the minority shareholders. Convening the extraordinary general meeting of shareholders to resolve on the Legal Merger is subject to a notice period of six (6) weeks. The general meeting of UNIT4 adopts a resolution on the Legal Merger. The resolution on the Legal Merger requires a simple majority in the general meeting (50% of the votes plus one vote of the votes cast). At the extraordinary general meeting of shareholders, the percentage of Shares held by the Offeror will exceed the simple majority threshold.
- (iii) It is intended that the notarial deed effectuating the Legal Merger will be executed on the first Business Day after the general meeting adopted the resolution on the Legal Merger.
- (iv) The Legal Merger will become effective on the day following the day of execution of the notarial deed. As a result of the entering into effect of the Legal Merger, each holder of one or more Shares immediately prior to the completion of the Legal Merger will receive one or more shares in the capital of New Avocado on a share-for-share basis (following Article 2:333a of the Dutch Civil Code). As of the entering into effect of the Legal Merger, UNIT4 ceases to exist and the entire business of the former UNIT4 will become part of the assets and liabilities of Avocado Sub, including the rights and obligations pursuant to the Merger Protocol. UNIT4 will be delisted from Euronext Amsterdam because it no longer exists. The structure chart below highlights the structure of the Legal Merger.



- (v) If trades in the Shares would be made on Euronext Amsterdam in the three (3) Business Days preceding the effective date of the Legal Merger, those trades would remain unsettled because the Shares cease to exist, as a result of the Legal Merger entering into effect prior to the settlement of the trades. Therefore, there is a possibility to suspend the trading of the Shares for three (3) Business Days prior to the effective date of the Legal Merger. The suspension of trading in the Shares is not obligatory. However, if the trading is not suspended, any trades in the Shares executed in the three (3) Business Days period cannot be settled by delivery of the relevant Shares. Consequently, the relevant clearing and settlement

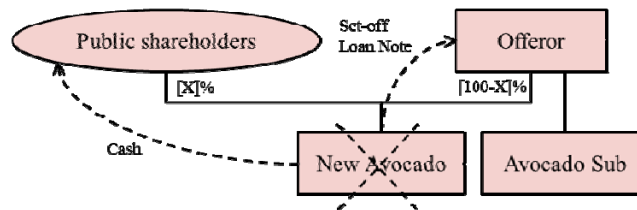
institution may settle such trades in cash and impose a penalty for the failure to deliver the relevant Shares.

- (vi) It is intended that as soon as the Legal Merger has entered into effect, New Avocado will sell and transfer all issued and outstanding shares in the share capital of Avocado Sub to the Offeror (the **Share Sale**). The consideration payable to New Avocado for the purchase of all the shares in the share capital of Avocado Sub will be an amount equal to the product of (A) the Offer Price multiplied by (B) the number of shares in the capital of New Avocado issued and outstanding immediately prior to completion of the Share Sale, without interest (the **Consideration**). A portion of the Consideration equal to the product of (A) the Offer Price multiplied by (B) the total number of Shares held by the Offeror and its Affiliates immediately prior to completion of the Share Sale shall be paid by means of a loan note (the **Loan Note**). The remainder of the Consideration will be paid in cash (the **Cash Consideration**). The purchase agreement pursuant to which the Share Sale will be effectuated will contain no representation, warranties or indemnities by New Avocado in favour of the Offeror, other than with respect to title, authority and capacity. The non-financial covenants described in Section 6.13 (Non-Financial Covenants) and the arrangements regarding the composition of the Board and of the Management Team as described in Sections 6.14 (Composition of the One-Tier Board) and 6.15 (Composition of the Management Team) will become part of the purchase agreement, and consequently the Offeror and Avocado Sub will be bound by such non-financial covenants and arrangements regarding the composition of the One-Tier Board and the Management Team. Following completion of the Share Sale, the shareholders of shares in the capital of New Avocado will be shareholders in a company without any assets or liabilities, other than an amount equal to the Cash Consideration and the Loan Note and its paid-up capital. The structure chart below highlights the structure of the Share Sale.



- (vii) Prior to the date of the Legal Merger, the Offeror as sole shareholder of New Avocado will resolve to dissolve (*ontbinden*) and liquidate (*vereffenen*) New Avocado in accordance with Article 2:19 of the Dutch Civil Code upon completion of the Share Sale (the **Liquidation**). Upon completion of the Share Sale, the Liquidation will be commenced by the liquidator (*vereffenaar*) of New Avocado in accordance with Article 2:19 of the Dutch Civil Code (the **Liquidator**). The Offeror shall ensure that the Liquidator will agree to, as soon as practicable possible after the Liquidation becomes effective, arrange for one or more advance liquidation distributions to the shareholders of New Avocado, whereby the initial advance liquidation distribution is intended to take place on or about the date of completion of the Share Sale. The payment per share in the capital of New Avocado will be equal to the Offer Price, without any interest and subject to withholding and other taxes. Any costs and expenses incurred by New Avocado in connection with the Post-Closing Merger and Liquidation will be borne by the Offeror. The Cash Consideration will be used to fund the payment in cash of the advance liquidation distribution to each shareholder of New Avocado, other than the Offeror, in connection with the Liquidation. The Loan Note will be

used to fund the payment by means of set-off of the advance liquidation distribution to the Offeror in connection with the Liquidation.

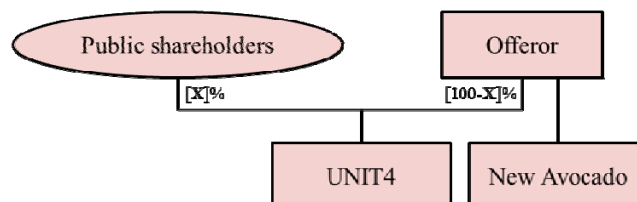


- (viii) The distribution by New Avocado of the advance liquidation distribution and, if applicable, the final distribution, to the shareholders of New Avocado in respect of the shares held by them in New Avocado under the Liquidation will generally be subject to 15% Dutch dividend tax to the extent such distributions in respect of each of the shares in New Avocado exceed the average paid-in capital (as recognized for Dutch dividend tax purposes) of such shares. UNIT4 and the Offeror are in the process of obtaining a tax ruling to be issued by the Dutch tax authorities on the amount of Dutch dividend tax in respect of the Liquidation distribution per New Avocado share. The Dutch income tax consequences of the Liquidation are in principle the same as the Dutch income tax consequences of the Offer.
- (ix) Although it is intended that the Liquidator will make one single advance liquidation payment of an amount equal to the Offer Price per share held by a shareholder of New Avocado, the Liquidator may delay all or part of the payment as a result of material unforeseen circumstances.
- (x) Once the final distribution, if any, has occurred, New Avocado will be effectively liquidated and will cease to exist by operation of law.
- (xi) Avocado Sub will be renamed “UNIT4 B.V.”.

The Post-Closing Asset Transaction and Liquidation

The second most likely Post-Closing Restructuring Measure is a sale by UNIT4 of its entire business (consisting of all assets and liabilities of UNIT4) to the Offeror or an Affiliate of the Offeror (the **Post-Closing Asset Transaction and Liquidation**). It is envisaged that the Post-Closing Asset Transaction and Liquidation will consist, in summary, of the following steps:

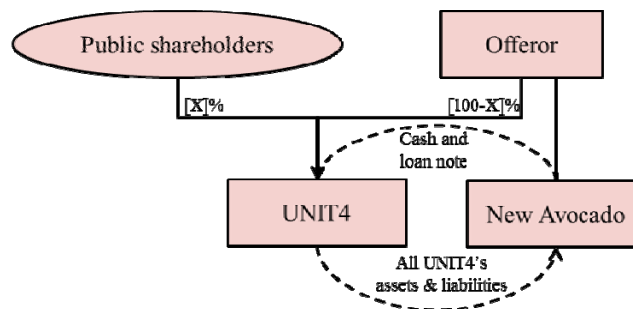
- (xii) The Offeror incorporates New Avocado for the sole purpose of executing the Post-Closing Asset Transaction and Liquidation. The Offeror will hold all issued and outstanding shares in the share capital of New Avocado. New Avocado shall not have any operational or other activities, assets or liabilities, other than its paid-up capital at incorporation.



- (xiii) After Settlement of the Shares, the newly appointed One-Tier Board of UNIT4 adopts a proposal to execute a sale by UNIT4 of its entire business (the **Asset Transaction**), which resolution of the One-Tier Board of UNIT4 requires a vote in favour of the Independent Non-Executive which cannot be unreasonably withheld or delayed. When considering whether to vote in favour of such resolution, the Independent Non-Executive shall give due

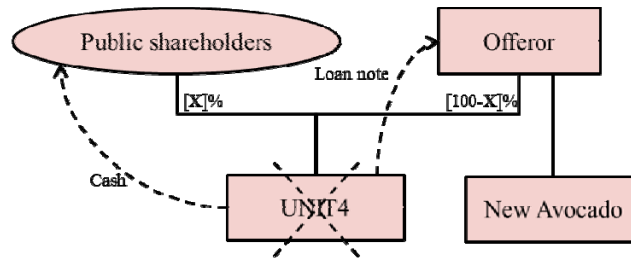
consideration to the reasonable interests of the minority shareholders. Convening the extraordinary general meeting of shareholders to resolve on the Asset Transaction is subject to a notice period of six (6) weeks. The resolution on the Asset Transaction requires a simple majority in the general meeting (50% of the votes plus one vote of the votes cast). At the extraordinary general meeting of shareholders, the percentage of Shares held by the Offeror will exceed the simple majority threshold.

- (xiv) The One-Tier Board and New Avocado sign and execute an asset purchase agreement in relation to the Asset Transaction (the **Asset Purchase Agreement**). The consideration payable to UNIT4 for the purchase of all its business will be an amount equal to the product of (A) the Offer Price multiplied by (B) the number of Shares issued and outstanding immediately prior to completion of the Asset Transaction, without interest and subject to withholding taxes and other taxes (the **Consideration**). A portion of the Consideration equal to the product of (A) the Offer Price multiplied by (B) the total number of Shares held by the Offeror and its Affiliates immediately prior to completion of the Asset Transaction shall be paid by means of a loan note (the **Loan Note**). The remainder of the Consideration will be paid in cash (the **Cash Consideration**). The Asset Purchase Agreement will contain no representation, warranties or indemnities by UNIT4 in favour of the New Avocado, other than with respect to title, authority and capacity. The non-financial covenants described in Section 6.13 (Non-Financial Covenants) and the arrangements regarding the composition of the Board and of the Management Team as described in Sections 6.14 (Composition of the One-Tier Board) and 6.15 (Composition of the Management Team) will become part of the Asset Purchase Agreement, and consequently New Avocado will be bound by such non-financial covenants and arrangements regarding the composition of the One-Tier Board and the Management Team.



- (xv) Subject to the adoption of the resolution on the Asset Transaction, the One-Tier Board convenes an extraordinary general meeting of shareholders to resolve on the dissolution (*ontbinding*) and liquidation (*vereffening*) of UNIT4 in accordance with section 2:19 of the Dutch Civil Code (the **Liquidation**) and the appointment of the liquidator (*vereffenaar*) of UNIT4 in accordance with section 2:19 of the Dutch Civil Code (the **Liquidator**). Convening the extraordinary general meeting of shareholders to resolve on the Liquidation and appointment of the Liquidator is subject to a notice period of six (6) weeks. The resolution on the Liquidation requires a simple majority in the general meeting (50% of the votes plus one vote of the votes cast). At the extraordinary general meeting of shareholders, the percentage of Shares held by the Offeror will exceeds the simple majority threshold.
- (xvi) The Offeror shall ensure that the Liquidator will agree to, as soon as practicable possible after the Liquidation becomes effective, arrange for one or more advance liquidation distributions to the Shareholders, whereby the initial advance liquidation distribution is intended to take place on or about the date of completion of the Asset Transaction. The payment per Share will be equal to the Offer Price, without any interest and subject to withholding and other taxes. Any costs and expenses incurred by UNIT4 in connection with the Post-Closing Asset and Liquidation will be borne by the Offeror. The Cash

Consideration will be used to fund the payment in cash of the advance liquidation distribution to each Shareholder, other than the Offeror, in connection with the Liquidation. The Offeror will receive its part of the consideration in the form of a Loan Note.



- (xvii) The distribution by UNIT4 of the advance liquidation distribution and, if applicable, the final distribution, to the Shareholders in respect of the Shares held by them under the Liquidation will generally be subject to 15% Dutch dividend tax to the extent such distributions in respect of each of the Shares exceed the average paid-in capital (as recognized for Dutch dividend tax purposes) of such Shares. The Dutch income tax consequences of the Liquidation are in principle the same as the Dutch income tax consequences of the Offer.
- (xviii) Although it is intended that the Liquidator will make one single advance liquidation payment of an amount equal to the Offer Price per Share held by a Shareholder, the Liquidator may delay all or part of the payment as a result of material unforeseen circumstances.
- (xix) Once the final distribution, if any, has occurred, UNIT4 will be effectively liquidated and will cease to exist by operation of law.
- (xx) If trades in the Shares would be made on Euronext Amsterdam in the three (3) Business Days preceding the effective date of the dissolution, those trades would remain unsettled, because the Legal Merger becomes effective, and consequently the Shares cease to exist, prior to the settlement of the trades. In order to avoid unsettled trades, trading of the Shares may be suspended during the final three (3) Business Days prior to the dissolution becoming effective. However, the suspension of trading in the Shares is not obligatory. If the trading is not suspended, (i) any trades in the Shares executed during the final three (3) Business Days cannot be settled by delivery of the relevant Shares, and (ii) the relevant clearing and settlement institution may settle such trades in cash and impose a penalty for the failure to deliver the relevant Shares.
- (xxi) New Avocado will be renamed “UNIT4 B.V.”.

6.13 Non-Financial Covenants

(a) Strategy and Joint Strategy Plan

The Offeror shall respect the joint strategy plan which the Offeror has discussed and agreed with Mr Chris Ouwinga and Mr Jose Duarte and other senior managers of UNIT4 prior to the Merger Protocol (the **Joint Strategy Plan**). The Offeror supports UNIT4 in the realisation of the Joint Strategy Plan, including in particular the following items:

- (i) UNIT4's plan for the UNIT4 Group to:
 - (A) pursue a strategy of substituting licence revenues for SaaS and subscription revenues, which would be challenging to pursue as a public company;

- (B) expand the UNIT4 Group's businesses in areas outside of The Netherlands, particularly in the United States, Northern Europe, Asia, and Latin America;
 - (C) deepen the UNIT4 Group's presence in certain verticals, especially in business services, government, education, and wholesale & distribution;
 - (D) continue a focused and agile R&D strategy so that the UNIT4 Group can continue to develop world class technology; and
 - (E) pursue operational excellence across the UNIT4 Group to better align UNIT4 for growth and profitability in the rapidly evolving enterprise software market;
- (ii) the Offeror shall support UNIT4 in raising the financing for working capital, capital expenditures, investment and acquisitions in accordance with the Joint Strategy Plan. After the realisation of the Joint Strategy Plan, the Offeror will work together with UNIT4 to further develop the strategy for the UNIT4 Group;
 - (iii) the Offeror believes that the enterprise software market is at a critical inflexion point, where new revenue models, new entrants, and new technologies are fundamentally disrupting UNIT4's market. By working with the Offeror on a programme of innovation, investment, and operational excellence, the Offeror believes that UNIT4 has a better chance of long term sustainability than if it were to remain a publicly listed company; and
 - (iv) the Offeror believes UNIT4's strategic position can be enhanced by investing in a targeted and disciplined acquisition strategy consistent with the overall Joint Strategy Plan. Specifically, the Offeror shall support UNIT4 in pursuing acquisitions that deepen UNIT4's vertical reach in business services, government, education, and wholesale & distribution software, broaden UNIT4's technology capabilities, particularly in social, mobile, analytics, and cloud technologies, and extend UNIT4's geographic footprint, particularly in the United States and other large markets where UNIT4 has a limited presence today.

The Offeror shall procure that:

- (i) the core UNIT4 and FinancialForce.com businesses and products of the UNIT4 Group shall be maintained substantially intact;
- (ii) the major brand and product names of the UNIT4 Group in all relevant markets shall remain consistent with the UNIT4 Group's current branding and marketing strategy;
- (iii) UNIT4 shall continue to develop world-class software for its customers;
- (iv) in order for the UNIT4 Group to run an innovative, flexible and effective R&D strategy, software development resources in The Netherlands shall be continued; and
- (v) no person shall sell or transfer (whether directly or indirectly, whether by a sale or transfer of shares or assets or otherwise) any part of the UNIT4 Group's assets exceeding an annual revenue of EUR 200,000,000 (two hundred million euro) (in a single transaction or a series of related transactions) to any person, except to another member of the UNIT4 Group.

(b) **Mergers and Acquisitions**

The Offeror acknowledges that the realisation of the Joint Strategy Plan is likely to require a combination of organic growth and acquisitions. The Offeror also acknowledges that additional capital may be required in order to finance future acquisitions. It is the intention of management of

UNIT4 and the Offeror to use a balanced combination of new debt and new equity to finance future acquisitions.

The Offeror acknowledges that the Joint Strategy Plan outlines an M&A strategy where UNIT4 is envisaged to be the acquiring entity, preserving UNIT4's identity and high performance culture.

The Offeror confirms that the funds managed by Advent typically reserve up to 10% of their committed capital to provide additional follow-on equity capital across their portfolio of investments. The Advent funds have committed capital of EUR 8,500,000,000; therefore, approximately EUR 850,000,000 of additional equity capital is available to the UNIT4 Group and other investments held by funds managed by Advent.

The Offeror confirms for acquisitions that are consistent with and accretive to the Joint Strategy Plan that:

- (i) such acquisitions should improve UNIT4's market position, technology skills, or financial profile;
- (ii) the relevant investment committee of Advent has acknowledged that UNIT4's ability to achieve the Joint Strategy Plan will depend in part on the investment committee's future willingness to approve additional equity investment by the Offeror for such acquisitions; and
- (iii) it will finance such acquisitions with an efficient capital structure and should further equity be required, seek to draw down funds from the Advent International GPE VII funds (and/or possible existing or new investors and/or partners of (limited) partnership(s) managed by or on behalf of Advent or its Affiliates if they have become a direct or indirect shareholder in the Offeror) to consummate acquisitions.

(c) **Governance**

As long as the Shares remain listed on Euronext Amsterdam, the Offeror shall procure that UNIT4 shall continue to comply with the Dutch Corporate Governance Code to the extent that UNIT4 currently complies with the Dutch Corporate Governance Code, unless (i) agreed otherwise in the Merger Protocol or (ii) agreed otherwise in writing between the Offeror and the Independent Non-Executive.

The Offeror shall procure that:

- (i) UNIT4 will remain a separate legal entity. UNIT4 will remain the main holding company of UNIT4's current and future subsidiaries and operations;
- (ii) UNIT4's headquarters, central management and its key support functions will remain at the UNIT4's current headquarters in Sliedrecht, The Netherlands; and
- (iii) UNIT4 shall be allowed to maintain its corporate identity and culture.

(d) **Finance**

The Offeror shall procure that:

- (i) the UNIT4 Group will remain properly financed to safeguard the continuity of the business and the execution of the Joint Strategy Plan; and

- (ii) the Offeror shall procure that after Settlement the UNIT4 Group shall not incur additional third party debt resulting in a higher ratio of net third party debt to EBITDA than the ratio incurred by the UNIT4 Group and the Offeror combined as a result of the Offer on Settlement plus headroom for 0.25 times EBITDA which may be extended in case of M&A related transactions to 0.5 times EBITDA. For the purposes of this condition, “**net third party debt**” shall mean net interest bearing financial debt, excluding shareholder debt and “**EBITDA**” shall mean pro forma current year EBITDA as accepted by the UNIT4 Group’s and the Offeror’s lending institutions after Settlement.

(e) **Minority Shareholders**

The Offeror shall procure that no member of the UNIT4 Group shall take any of the following actions:

- (i) issue additional shares for a cash consideration to any person (other than members of the UNIT4 Group) without offering pre-emption rights to minority shareholders;
- (ii) agree to and enter into a related party transaction with any material shareholder which is not at arm’s length (provided that as long as Section 6.13(d) (Finance) is complied with, this subparagraph 6.13(e)(ii) shall not apply in relation to any steps or transactions that are entered into in connection with the debt or equity financing of the Offer, including steps or transactions to put in place a financial and/or tax efficient structure);
- (iii) agree to and enter into a transaction with any person, other than on terms which are agreed at arm's length; and
- (iv) without prejudice to Section 6.12 (Post-Closing Restructuring), take any other action which disproportionately prejudices the value of, or the rights relating to the minority's shareholding.

Without prejudice to Section 6.12 (Post-Closing Restructuring), the Offeror shall not take any action or vote in favour of any resolution which disproportionately prejudices the value of, or the rights relating to the minority's shareholding.

(f) **Employees**

The Offeror shall procure that:

- (i) the existing arrangements with the UNIT4 Group's works councils and relevant trade unions shall be respected and not changed;
- (ii) there shall be no material reorganisation or restructuring plan resulting in job losses in the UNIT4 Group as a direct consequence of the Offer;
- (iii) the existing rights and benefits of the employees of the UNIT4 Group shall be respected, including existing rights and benefits under their individual employment agreements, collective labour agreements, social plans, and including existing rights and benefits under existing covenants made to the works councils and trade unions;
- (iv) the existing accrued pension rights of current and former employees of the UNIT4 Group shall be respected. Current employees’ future accruing pension rights remain subject to the UNIT4 Group’s current and future review and amendments of the existing pension arrangements;

- (v) certain key management of the UNIT4 Group, as much as reasonably possible, will be offered market standard remuneration plans and/or equity participation incentive plans;
- (vi) as a culture of excellence requires highly talented employees, employees will be appropriately trained and provided with clear career progression; and
- (vii) changes to the positions of the Management Team shall only be made in accordance with Section 6.15 (Composition of the Management Team).

(g) **Transfer to third parties**

In the event the Offeror or members of the UNIT4 Group sells or transfers (whether directly or indirectly, whether by a sale or transfer of shares or assets or otherwise) the UNIT4 Group or substantially all of the assets of the UNIT4 Group (in a single transaction or a series of related transactions) to any third party within three (3) years after the Settlement Date, the Offeror shall procure that such third party shall, prior to such sale or transfer, enter into non-financial covenants in favour of Unit 4 which shall be substantially the same as the non-financial covenants in Sections 6.13(b) (Mergers and Acquisitions), 6.13(c) (Governance), 6.13(e) (Minority Shareholders), 6.13(f) (Employees), 6.13(g) (Transfer to third parties), 6.13(h) (Duration and deviation) and 6.13(i) (Benefit and enforcement).

(h) **Duration and deviation**

The arrangements set forth in this Section 6.13 (Non-Financial Covenants) will expire as follows:

- (i) in respect of 6.13(e) (Minority Shareholders): as long as Unit 4 has minority shareholders;
- (ii) in respect of Section 6.13(g) (Transfer to third parties): three (3) years of after the Settlement date; and
- (iii) in respect of all other Sections of this Section 6.13 (Non-Financial Covenants): four (4) years after the Settlement Date,

but in each case subject to the following paragraph.

The arrangements set forth in Section 6.13 (Non-Financial Covenants) will immediately expire upon the earlier of (i) the respective duration described in the paragraph above, and (ii) the occurrence of an Exit in Listing. For the purposes hereof, the term **Exit in Listing** shall mean any admission to listing or to trading on a securities exchange of shares in UNIT4 (or its legal successor) or any member of the group of which UNIT4 (or its legal successor) forms a part.

Any deviations from the covenants described in Sections 6.13(a) (Strategy and Joint Strategy Plan), 6.13(c) (Governance), 6.13(d) (Finance), 6.13(e) (Minority Shareholders) and 6.13(f) (Employees) shall only be permitted with the prior approval of the One-Tier Board including a vote in favour of such approval by the Independent Non-Executive.

(i) **Benefit and enforcement**

The Offeror's covenants, confirmations and obligations set forth in Sections 6.11 (Consequences of the Offer), 6.12 (Post-Closing Restructurings), 6.13 (Non-Financial Covenants), 6.18 (Extraordinary General Meeting of Shareholders of UNIT4) and the clauses on future business strategy and governance, delisting and restructuring in the Merger Protocol are made to UNIT4 as well as, by way of irrevocable third-party undertaking for no consideration (onherroepelijk derdenbeding om niet), to the Independent Non-Executive, and regardless of whether he is in office or dismissed, and

not to the Shareholders, provided that after dismissal, the dismissed Independent Non-Executive must assign the benefit of such undertaking to a new Independent Non-Executive in function, unless such dismissal is successfully challenged by such Independent Non-Executive. The Offeror hereby agrees in advance to such assignment. The Offeror will bear all costs and expenses relating to the enforcement by the Independent Non-Executive as described in this Section 6.13(i) (Benefit and enforcement).

6.14 Composition of the One-Tier Board

Immediately following the Settlement Date, the One-Tier Board will consist of the following nine (9) members:

- (a) Mr Léo Apotheker, Mr Bret Bolin, Mr Fred Wakeman, Mr John Woyton and Mr Bram Grimmelt as non-executive directors;
- (b) Mr Jose Duarte as chief executive officer and executive director and Mr Edwin van Leeuwen as executive director;
- (c) Mr Chris Ouwinga as non-executive director and chairman of the One-Tier Board; and
- (d) Mr Frank Rövekamp as the Independent Non-Executive.

All members of the One-Tier Board shall be covered by adequate directors and officers insurance in line with market practice. Nothing will be done or omitted to be done which will or might jeopardise the One-Tier Board members' directors and officers insurance policies, or any rights thereunder.

Subject to the terms of the Merger Protocol and applicable law, after the Settlement Date, the Offeror may, at its sole discretion, procure any subsequent appointments and dismissals of members of the One-Tier Board, provided that the Offeror shall ensure that:

- (a) the One-Tier Board shall not exceed nine (9) members (including executive and non-executive members) in total;
- (b) the One-Tier Board shall include one independent non-executive director (the **Independent Non-Executive**), whereby 'independent' shall have the meaning as described in the Dutch Corporate Governance Code, until the later of a period of (i) four (4) years after the Closing Date, and (ii) the moment that there are no longer any minority shareholders; and
- (c) the independent non-executive director can only be appointed and dismissed by the general meeting of shareholders upon nomination of the One-Tier Board. The resolution of the One-Tier Board to make a nomination for the appointment of the independent non-executive director requires in any event the vote in favour of such nomination by the independent non-executive director, except in the event that it concerns his own re-appointment.

As from the Settlement Date, all current members of the One-Tier Board, other than Mr Jose Duarte, Mr Chris Ouwinga, Mr Edwin van Leeuwen and Mr Frank Rövekamp, will be requested to resign from their positions as members of the One-Tier Board by executing a resignation letter, which becomes effective as per the Settlement Date subject to the resolution described in Section 6.18(b), having been adopted. The Offeror and UNIT4 shall procure that all members of the One-Tier Board will be fully released from any liabilities in respect of their position or duties as Board members until the date of the EGM effective as per the Settlement Date, except as a result of fraud or wilful misconduct of such member.

6.15 Composition of the Management Team

Immediately following the Settlement Date, the members of the Management Team shall remain in their current roles in the management of the UNIT4 Group with Mr Jose Duarte as chief executive officer.

Subject to the terms of the Merger Protocol, after the Settlement Date, the Offeror shall not take any action to change the composition and respective members' roles in the Management Team, except with the approval of the One-Tier Board (including a vote in favour from the chief executive officer).

6.16 Compensation payments to members of the Boards in connection with termination/resignation

The members of the Supervisory Board who shall resign as per the Settlement Date, as described in Section 6.14 above, do not receive any resignation payments in connection with the Offer.

As described in Section 6.14 above, the members of the Management Board shall not resign, and their employment agreements shall not be terminated, as per the Settlement Date. Accordingly, they do not receive any severance payments in connection with the Offer.

6.17 Employee consultations

The secretariat of the Social Economic Council (*Sociaal Economische Raad*) has been informed in writing of the Offer in accordance with the *SER Fusiegedragsregels 2000*.

The Works Council has been informed regarding the Offer and the financing thereof, including the security rights. On the basis thereof, the Works Council has given its positive advice in respect of the Offer and the financing thereof, including the security rights.

To the extent that intended decisions regarding any future integration or restructuring will be subject to the relevant works council's advice of UNIT4, the proper procedures shall be followed pursuant to the means the Dutch Works Council Act (*Wet op de Ondernemingsraden*) and in accordance with standard practice within the UNIT4 Group.

6.18 Extraordinary General Meeting of Shareholders of UNIT4

In accordance with Article 18, paragraph 1 of the Decree, UNIT4 shall convene an extraordinary general meeting (the **EGM**) to discuss the Offer. The EGM shall be held at 15.00 hours, CET, on 19 February 2014.

UNIT4 has also agreed with Advent that the Shareholders shall be requested at the EGM to vote, subject to the Offer being declared unconditional (*gestanddoening*) and effective as per the Settlement Date, on the following resolutions (the **EGM Resolutions**):

- (a) amendment of the UNIT4 Articles of Association in accordance with the drafts of the amended articles of association included in Section 16 (Proposed new UNIT4 Articles of Association Post-Settlement);
- (b) appointment of Mr Léo Apotheker, Mr Bret Bolin, Mr Fred Wakeman, Mr John Woyton and Mr Bram Grimmelt as non-executive directors of the Board;
- (c) appointment of Mr Frank Rövekamp as the Independent Non-Executive; and

- (d) accepting the resignation of, and give full discharge to the Board with respect to their duties and obligations performed and incurred in their respective capacity as member of the Board until the EGM.

UNIT4 expects to make its full year results 2013 available to the Shareholders on its website on 14 February 2014 after close of trading of the Shares on Euronext Amsterdam.

6.19 Certain arrangements between the Offeror and UNIT4

(a) Commitment of UNIT4 regarding Potential Competing Offer

Following the receipt of a written Alternative Proposal that, in the reasonable opinion of the Management Board and the Supervisory Board, having consulted their financial and legal advisors, is likely to qualify as or evolve into a Competing Offer as described Section 6.19(b) (Competing Offer) (a **Potential Competing Offer**), UNIT4 may:

- (i) provide confidential information to such third party;
- (ii) engage in discussions or negotiations regarding such Potential Competing Offer;
- (iii) consider such Potential Competing Offer; and
- (iv) make public announcements in relation to a Potential Competing Offer to the extent required under the Applicable Rules,

for a period of no longer than fifteen (15) Business Days following the receipt of a Potential Competing Offer (the **Potential Competing Offer Period**), provided that (A) UNIT4 shall continue to cooperate with the Offeror in accordance with the terms of the Merger Protocol, and (B) under no circumstances UNIT4 shall provide to a third party any information that it has not provided to the Offeror.

In the event that UNIT4 or any of its representatives receives a Potential Competing Offer, UNIT4 will notify the Offeror promptly (and in any event within two (2) Business Days from receipt) thereof in writing and shall provide all key details on the Potential Competing Offer, insofar as UNIT4 is aware of such details, to the Offeror, including the identity of such third party and its advisors, the proposed consideration and the financing thereof, the non-financial covenants and the conditions to commencement of the Potential Competing Offer and to the Potential Competing Offer being declared unconditional.

Before the end of the Potential Competing Offer Period, UNIT4 must either give written notice to the Offeror that (i) by then that Potential Competing Offer has evolved or led to a Competing Offer, in which case UNIT4 shall immediately initiate the steps described in Section 6.19(b) (Competing Offer), or (ii) the Potential Competing Offer did not evolve or lead to a Competing Offer. In the case of option (ii) UNIT4 must immediately confirm to the Offeror that it continues to support the Offer, that the Management Board and the Supervisory Board will continue to support and recommend the Offer, that it has discontinued considering such Potential Competing Offer and that it has terminated any discussions and negotiations regarding that Potential Competing Offer and any Alternative Proposal from such third party. These confirmations by UNIT4 shall be made public if the relevant Potential Competing Offer or Alternative Proposal has also been communicated in public.

Before disclosing any confidential information to a third party which has made an Alternative Proposal, UNIT4 shall use reasonable efforts to obtain confidentiality undertakings from such third party on terms that, in all material respects, are no less favourable to UNIT4 than the confidentiality undertakings agreed on with the Offeror.

(b) **Competing Offer**

A **Competing Offer** is a credible and written proposal by a bona fide third party to (i) make a (public) offer for all of the Shares or for substantially all of UNIT4's business or (ii) a merger of UNIT4 with a party or (iii) another proposal made by a bona fide third party that would involve a change of control of UNIT4 or substantially all of the UNIT4's business, which is in the reasonable opinion of the Management Board and the Supervisory Board, after having considered advice of UNIT4's financial and legal advisors, taking into account the identity and track record of the Offeror and that of such third party, certainty of execution (including financing on a certain funds basis and merger clearance), the conditionality, the nature of the consideration and the non-financial covenants for the protection of stakeholders in UNIT4, a more beneficial offer than the Offer as contemplated in the Merger Protocol and:

- (i) exceeds the original Offer Price which was included in the Initial Announcement (excluding, for the avoidance of doubt, any increases pursuant to any Revised Offers as defined in Section 6.19(c)(ii)) by 10%, or 15% in the event of an offer with a consideration not solely in cash, or more;
- (ii) includes commitments by such a bona fide third party, which are substantially the same, or better from the perspective of UNIT4, as those mentioned in Sections 6.13(b) (Mergers and Acquisitions), 6.13(c) (Governance), 6.13(e) (Minority Shareholders), 6.13(f) (Employees), 6.13(g) (Transfer to third parties), 6.13(h) (Duration and deviation) and 6.13(i) (Benefit and enforcement); and
- (iii) is binding on the third party in the sense that such third party has (A) conditionally committed itself to UNIT4 to launch a Competing Offer within eight (8) weeks subsequent to the public announcement mentioned under (B) below, and (B) has publicly announced its intention to launch a Competing Offer, which announcement includes the proposed price per Share and the relevant conditions precedent in relation to such offer and the commencement thereof.

(c) **Revised offer**

In the event a third party makes, or announces its intention to make, a Competing Offer or informs UNIT4 directly or (any member of) the Management Board or (any member of) the Supervisory Board that it will make a Competing Offer, the following shall apply:

- (i) UNIT4 shall promptly notify the Offeror in writing of such event (and in any event within two (2) Business Days of such announcement or receipt of such information) and shall provide all key details on the Competing Offer, insofar as UNIT4 is aware of such details, to the Offeror, including the identity of such third party and its advisors, the proposed consideration and financing thereof, the non-financial covenants and the conditions to commencement of the Competing Offer and to the Competing Offer being declared unconditional (the **Competing Offer Notice**);
- (ii) the Offeror has the right to submit in writing to the Management Board and the Supervisory Board a revision of its Offer within a period of seven (7) Business Days following the date on which the Offeror has received the Competing Offer Notice. If, on balance, the terms and conditions of such revised offer are, in the reasonable opinion of the Management Board and the Supervisory Board, having consulted their financial and legal advisors and acting in good faith and observing their obligations under Dutch law, at least equal to those of the Competing Offer, such offer shall qualify as a **Revised Offer**;

- (iii) if the Offeror has announced a revision of its Offer to the Management Board and the Supervisory Board in accordance with Section 6.19(c)(ii) and the Management Board and the Supervisory Board have qualified it as a Revised Offer, both Parties will continue to be bound by the Merger Protocol, the Offeror may require the Management Board and the Supervisory Board to reaffirm their recommendation of the Offer and UNIT4 shall not be entitled to accept and/or recommend the third party offer, except if permitted by Sections 6.19(a), 6.19(b) and this Section 6.19(c); and
- (iv) if the Offeror has not announced a revision of its Offer in accordance with Section 6.19(c)(ii) or if the Management Board and the Supervisory Board have concluded that the Competing Offer is superior to the Revised Offer announced by the Offeror pursuant to Section 6.19(c)(ii), each party has the right to terminate the Merger Protocol with immediate effect.

This Section 6.19(c) will apply mutatis mutandis to any consecutive Competing Offer.

(d) **Termination**

The Merger Protocol terminates immediately:

- (i) by the Offeror's and UNIT4's mutual written consent;
- (ii) by notice in writing given by the Offeror or UNIT4 (the **Terminating Party**) to the other party if any of the Offer Conditions for the benefit of the Terminating Party have not been satisfied or waived by the Terminating Party on the Closing Date or if it is apparent that such Offer Conditions cannot be satisfied and will not be waived by the Terminating Party before such date (provided that the right to terminate the Merger Protocol as described in this Section 6.19(d)(ii) is not available to the party whose failure to fulfil any obligation under the Merger Protocol has been the cause of or resulted in the failure of the Offer to be declared unconditional (*gestand gedaan*) on or before such date);
- (iii) by notice in writing given by the Terminating Party to the other party as described in Section 6.19(c)(iv); or
- (iv) by notice in writing given by the Terminating Party to the other party in the event of a material breach of the Merger Protocol by the other Party which breach has or is expected to have a material adverse effect on the Offer or UNIT4, provided that such material breach (i) has not been waived by the non-defaulting party, or (ii) has not been remedied by the defaulting party within ten (10) Business Days after the defaulting party has obtained actual knowledge of such material breach.

(e) **Compensation of costs for the Offeror**

If the Merger Protocol is terminated as described in Section 6.19(d)(ii), but only if the Offer Condition set out in Section 6.7(a)(v) on the Recommendation has not been satisfied or waived in accordance with 6.7(b) and 6.7(c), (i) UNIT4 shall pay the Offeror within five (5) Business Days after receipt of the written notice sent by the Offeror to UNIT4 an amount of EUR 10,000,000 by way of compensation for loss of management time, opportunity costs and other costs and expenses the Offeror has already incurred and will continue to incur in connection with the (preparation of the) Offer and (ii) the Offeror shall not have any other claim against UNIT4 under the Merger Protocol.

If the Merger Protocol is terminated as described in Section 6.19(d)(iii) and a Competing Offer has been declared unconditional, (i) UNIT4 shall pay the Offeror within five (5) Business Days after the

Competing Offer has been declared unconditional an amount of EUR 10,000,000 by way of compensation for loss of management time, opportunity costs and other costs and expenses the Offeror has already incurred and will continue to incur in connection with the (preparation of the) Offer and (ii) the Offeror shall not have any other claim against UNIT4 under the Merger Protocol.

If the Merger Protocol is terminated as described in Section 6.19(d)(iv), and if UNIT4 is the defaulting party, UNIT4 shall pay the Offeror within five (5) Business Days after the Merger Protocol has been terminated an amount of EUR 10,000,000 by way of compensation for loss of management time, opportunity costs and other costs and expenses the Offeror has already incurred and will continue to incur in connection with the (preparation of the) Offer, without prejudice to the right of the Offeror to claim further damages, fees and costs.

(f) **Compensation of costs for UNIT4**

If the Merger Protocol is terminated as described in Section 6.19(d)(iv), and if the Offeror is the defaulting party, the Offeror shall pay UNIT4 within five (5) Business Days after the Merger Protocol has been terminated an amount of EUR 10,000,000 by way of compensation for loss of management time, opportunity costs and other costs and expenses UNIT4 has already incurred and will continue to incur in connection with the (preparation of the) Offer, without prejudice to the right of UNIT4 to claim further damages, fees and costs which shall not exceed in aggregate the Shareholder Funding amount mentioned in Section 6.5 (Financing of the Offer).

7. INFORMATION ON UNIT4

7.1 Introduction

UNIT4 is a global cloud-focused business software and services company helping public sector and commercial services organizations to embrace change independently, simply, quickly and cost effectively in a market sector which UNIT4 calls ‘Businesses Living IN Change’ (BLINC)TM. The UNIT4 Group offers a wide choice of solutions to meet the needs of the many different markets, requirements, technologies and types of “BLINC” organization. UNIT4’s portfolio is led by many of the world’s leading change-embracing software brands, including:

- (a) UNIT4 Agresso, an ERP suite for mid-sized and large service intensive organisations;
- (b) UNIT4 Coda, financial management software, focused on medium-size and large companies, and organisations facing rapid change in their organizations and markets; and
- (c) FinancialForce.com, cloud-based financial management and professional services automation solutions, built on the Salesforce.com platform.

In addition, the UNIT4 Group offers locally developed products and services delivered within various vertical and geographic markets.

With customers all around the world, UNIT4 is headquartered in Slidrecht, The Netherlands, and has operations in 26 countries across Europe, North America, Latin America and Asia, employing more than 4,300 people.

UNIT4 is listed on Euronext Amsterdam and is included in the Amsterdam Mid Cap Index.

7.2 History of UNIT4

UNIT4 was founded in 1980 under the name *Unit Four International*. In 1998, UNIT4 was floated on the Amsterdam Stock Exchange. This fuelled several vertical-led acquisitions focused on accountancy, wholesale distribution and healthcare in the period from 1998 through to 2000, including *Acoso* (accountancy and healthcare software), *X-info* and *X-International* (wholesale distribution software). In 2000, UNIT4 significantly expanded its offering, as well as its geographical presence, through the acquisition of *Agresso* (a Norwegian ERP software house). UNIT4’s name was subsequently changed to *Unit4 Agresso*. In 2002, UNIT4 entered the markets in Canada and the United States. In addition, several local market acquisitions were completed in the period from 1998 to 2005. In 2006, UNIT4 acquired a leading position in the Spanish software market through the acquisition of *Centro de Calculo de Sabadell*, or “CCS” (financial applications for SMEs). A year later, in 2007, *Lopac* (pay-roll software) and *Amedia* (insurance brokers software) were acquired and UNIT4 restructured its Internet & Security division, successfully selling NOXS. In 2008, UNIT4’s largest acquisition to date took place when *CODA* was acquired (*CODA* provided a comprehensive range of software systems designed specifically to meet the needs of financial directors and finance departments). In 2009, UNIT4 founded *FinancialForce.com* with a minority investment by salesforce.com. At the time of founding UNIT4 held c. 83% of the share capital (assuming full conversion), and currently holds c. 81% of the share capital (assuming full conversion). *FinancialForce.com* is focused on building cloud applications for accounting, billing and Professional Services Automation for delivery to dynamic organisations of all sizes. It supports such businesses as they evolve, expand and outgrow more traditional accounting systems while offering benefits of cloud computing. In 2010, UNIT4’s name was changed to *UNIT4* and, in mid-2010, the UNIT4 Group acquired *TETA* (a medium-sized provider of ERP, HR, Business Intelligence and e-commerce solutions in Poland and Hungary).

Today, UNIT4 has activities in 17 European countries and nine countries in North America, Africa and Asia-Pacific. In 2012, UNIT4 achieved sales of nearly EUR 470 million.

7.3 Business overview

UNIT4 is a global cloud-focused business software and services company, providing financial management and ERP solutions for public sector and commercial services organizations. The company recognises four revenue categories, being SaaS and Subscriptions, Products, Contracts and Services and other:

(a) SaaS and Subscription

SaaS and subscription-based software-related services earn (recurring) fees from subscription and (cloud-based) hosting contracts. These contracts have both software and maintenance and support service elements as they provide the customer with current software products, rights to receive software products in the future, and rights to support services.

(b) Products

Products comprise (non-recurring) licence fees received for the use of proprietary software and sales of third party software products by UNIT4.

(c) Contracts

Contracts relate mainly to maintenance and/or support contracts. Revenues comprise (recurring) fees earned from providing customers with software updates, upgrades, enhancements and technical product support.

(d) Services and other

Services and other revenues comprise implementation of software for customers and training and other revenues (e.g. hardware).

7.4 Organisational structure

The UNIT4 Group is organised into several operating regions, a central R&D unit and various Corporate Departments:

(a) Operating regions

UNIT4's reporting companies are structured into operating regions. Each reporting 'company' may comprise of one or several legal entities. Fully consolidated subsidiary FinancialForce.com, a US-based cloud applications company, is regarded as a separate reporting region but is fully consolidated in the UNIT4 Group's financial results.

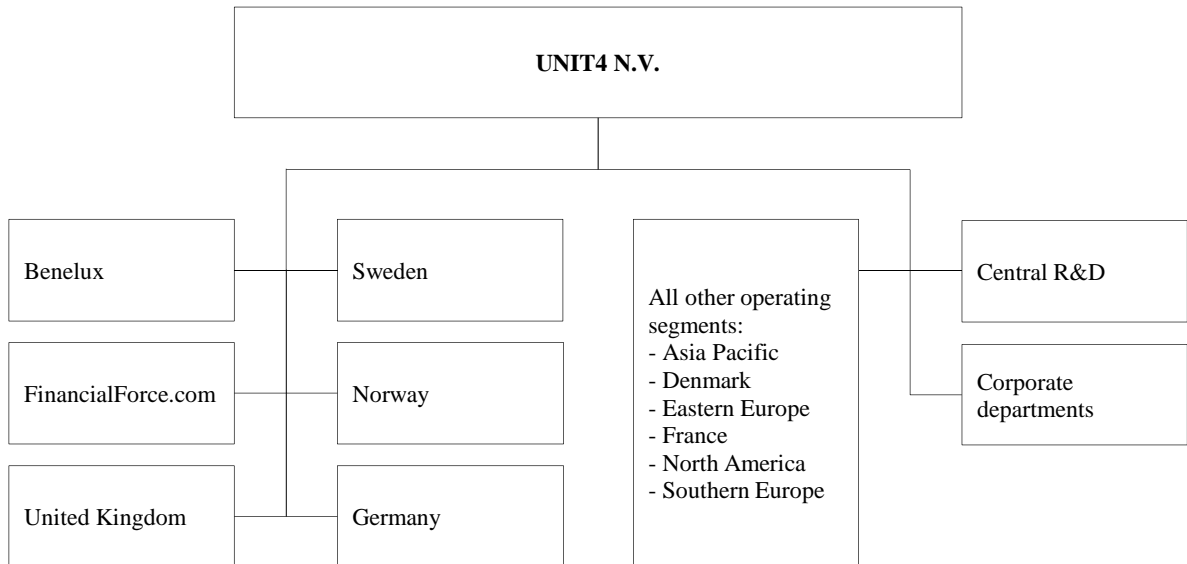
(b) Central R&D

R&D for the core products, such as Agresso and Coda, is carried out by the Central R&D department. For other products, R&D is currently organised by the reporting companies and is executed within the business unit and market segment it serves. Over time, UNIT4 aims to migrate R&D more within the central R&D department.

(c) **Corporate Departments**

The Corporate Departments perform corporate and overhead activities.

The chart below shows the corporate organization as presented in the annual report, including the corporate departments.



An overview of the companies consolidated by UNIT4 is provided below.

Companies	Share in capital (direct parent/subsidiary relation)
UNIT4 N.V.	
UNIT4 Business Software Benelux B.V.	100%
UNIT4 Business Software B.V.	100%
UNIT4 Accountancy B.V.	100%
UNIT4 Gezondheidszorg B.V.	100%
UNIT4 Software B.V.	100%
UNIT4 Business Software N.V.	100%
UNIT4 IT Solutions B.V.	100%
UNIT4 Financiële Intermediairs B.V.	100%
UNIT4 C-Logic N.V.	100%
UNIT4 HR Solutions B.V.	100%
I-Signaal B.V.	100%
Montana Software B.V.	100%
Montana Automatisering B.V.	100%
UNIT4 Business Software Holding B.V.	100%
Agresso Cyprus Ltd.	100%
UNIT4 R&D AS	100%
UNIT4 Agresso AS	100%
UNIT4 Current Software AS	100%

Companies	Share in capital (direct parent/subsidiary relation)
SendRegning AS	100%
EXIE AS	100%
UNIT4 Agresso A/S	100%
UNIT4 Agresso AB	100%
UNIT4 Eesti OU	100%
UNIT4 OCRA AB	100%
UNIT4 Business Software Ltd.	100%
CODA Ltd.	100%
CODA Group International Ltd.	100%
GWG Holdings Ltd.	100%
UNIT4 Coda B.V.	100%
UNIT4 CODA France SAS	100%
UNIT4 Malaysia Sdn. Bhd.	100%
UNIT4 Asia Pacific Pte. Ltd.	100%
UNIT4 Prosoft Pte. Ltd.	100%
Prosoft Systems Pte. Ltd.	100%
UNIT4 Business Software (Ireland) Ltd.	100%
UNIT4 Business Software Spain S.L.U.	100%
UNIT4 Business Software Ibérica S.A.	100%
UNIT4 Agresso GE, S.L.	65%
UNIT4 Portugal Unipessoal LDA	100%
UNIT4 Business Software S.r.l.	100%
UNIT4 Business Software GmbH	100%
adata Software GmbH	100%
UNIT4 Moçambique Ltd.	100%
Agresso France Maintenance & Services SAS	100%
UNIT4 R&D Spain, S.L.	100%
UNIT4 Business Software Pty Ltd.	100%
UNIT4 CODA Hungary Kft.	100%
UNIT4 CODA Czech s.r.o.	100%
PT. UNIT FOUR INDONESIA DFI	100%
UNIT4 Business Software (Pty) Ltd.	100%
UNIT4 ABW B.V.	100%
UNIT4 Business Software Sp. z o.o.	100%
UNIT4 TETA SA	100%
UNIT4 TETA HR Center Sp. z o.o.	100%
InsERT SA	35%
UNIT4 Software Engineering Sp. z o.o.	100%
UNIT4 TETA BI Center Sp. z o.o.	66.43%
VT-SOFT Software Kft.	86%
UNIT4 Business Software Americas Inc.	100%
UNIT4 Business Software Corp.	100%
UNIT4 Business Software Inc.	100%
FinancialForce.com Inc.	81.90%
Foundation ICT Group B.V.	100%

7.5 Strategy and objectives

UNIT4's key differentiator is its offering of agile business software and services globally, aiming to help organisations manage their dynamic business needs effectively. The quality and innovation of UNIT4's software, services and partnerships are central to UNIT4's strategy.

One of UNIT4's primary objectives as a global cloud-focused business software and services company is to develop further and roll out the subscription revenue model. In order to manage UNIT4's operating margin and operating leverage as it transitions towards this model, its focus is on streamlining the organization wherever and whenever possible. To this end, in 2012, the 'One UNIT4' program was launched. One UNIT4 is aimed at further optimization of the way business is done, by achieving optimal integration of UNIT4's presence and activities and is comprised of four pillars: margin increase, operational leverage, recurring revenues and exchange of R&D.

(a) **Margin increase**

Margin increase is to be realised by reducing duplication of costs.

(b) **Operational leverage**

Operational leverage is to be achieved through organic revenue growth.

(c) **Recurring revenues**

Increasing recurring revenues are to be established through a shift towards SaaS and subscription models.

(d) **Exchange of R&D**

The R&D activities within the UNIT4 Group have grown in diversity, largely due to past acquisitions. UNIT4's goal is to make its R&D activities more centralised and efficient.

Besides the transition to SaaS and the pursuit of operational excellence across UNIT4, UNIT4's long-term strategic initiatives include the continued growth of FinancialForce.com, deepening presence in existing vertical markets and expansion into adjacent verticals and geographies, either directly or through partners.

7.6 Trends / recent developments

The most important trends in UNIT4's markets include, but are not limited to, the following:

(a) **SaaS and Subscription model**

A trend towards SaaS and Subscription-based pricing is clearly evident in the market, as increasing numbers of potential customers are considering moving to cloud-based solutions. UNIT4 is pro-actively shifting towards this model, which, compared to a traditional software pricing model, has the positive features of (i) improved predictability of future revenues, as more revenues will be recurring, and (ii) a more stable operational profitability and cash flows throughout the year.

(b) **Market consolidation**

The continuing trend of consolidation in the IT sector leads to further concentration of market share, with larger sized organisations being able to gain cost advantages (among others in R&D).

7.7 Supervisory Board

(a) Members

The Supervisory Board consists of the following members:

Mr Philip Houben, chairman (1950)

Nationality	Dutch
Appointed in	2011
Present term expires in	2015
Current position	Chairman of the Supervisory Board and chairman of the Selection & Nomination Committee UNIT4 N.V.
Supervisory Directorships/other offices	<ul style="list-style-type: none">• Member of the supervisory board of TKH Group• Member of the supervisory board of Stork Technical Services• Chairman of the Dutch Private Equity & Venture Capital Organization (<i>Nederlandse Vereniging van Participatiemaatschappijen, NVP</i>)
Former position	Chief Executive Officer Wavin N.V.

Mr Rob Ruijter (1951)

Nationality	Dutch
Appointed in	2009, reappointed in 2013
Present term expires in	2017
Current positions	<ul style="list-style-type: none">• Member of the Supervisory Board UNIT4 N.V.• Chairman of the Audit Committee UNIT4 N.V.• CEO of Vion N.V.
Supervisory Directorships/other offices	<ul style="list-style-type: none">• Member of the supervisory board and chairman of the Audit Committee of Ziggo N.V.• External advisor of Wavin N.V.• Member of the Advisory Board of Verdonck, Klooster & Associates• Member of the protection trust of Delta Lloyd N.V.• Chairman of the Supervisory Council of Terre des Hommes Netherlands

Former positions	<ul style="list-style-type: none"> • Senior financial roles at Philips, KLM and VNU
Mr Frank Rövekamp (1955)	
Nationality	Dutch
Appointed in	2010
Present term expires in	2014
Current position	Member of the Supervisory Board UNIT4 N.V.
Supervisory Directorships/other offices	<ul style="list-style-type: none"> • Chairman of the Supervisory Board of Simons Voss Technologies AG • Member of the Supervisory Board of PostNL N.V. • Member of the Supervisory Board of Royal Theatre Carré • Vice Chairman of the Board of Vluchtelingenwerk Nederland • Member of the Board of Refugees United • Member of the foundation Kasteel de Haar
Former positions	<ul style="list-style-type: none"> • Group Chief Marketing Officer and member of the Executive Committee of Vodafone Plc, London • Senior executive positions at Vodafone, Beyoo and KLM

Ms Nikaila Beckett (1961)

Nationality	British
Appointed in	2013
Present term expires in	2017
Current position	Member of Supervisory Board UNIT4 N.V.
Former position	Founder of NSB Retail Systems

Please see Section 6.14 (Composition of the One-Tier Board) for information on the composition of the Supervisory Board after the Settlement Date.

(b) Committees

The Supervisory Board's Audit Committee consists of Mr Rob Ruijter (chairman) and Ms Nikaila Beckett.

The Supervisory Board's Selection & Nomination Committee consists of Mr Philip Houben (chairman) and Mr Frank Rövekamp.

The Supervisory Board's Remuneration Committee consists of Mr Frank Rövekamp (chairman) and Mr Philip Houben.

7.8 Management Board

The Management Board consists of the following members:

Mr Chris Ouwinga (1955)

Nationality	Dutch
Appointed in	1985
Present term expires in	Not applicable
Current position	President, joint Chief Executive Officer and chairman of the Management Board UNIT4 N.V.

Mr Jose Duarte (1968)

Nationality	Portuguese
Appointed in	2013
Present term expires in	2017
Current position	Joint Chief Executive Officer UNIT4 N.V.
Former positions	<ul style="list-style-type: none">• President of the EMEA & India region SAP AG• President of the Latin America region SAP AG• President Global Services and Corporate officer SAP AG

Mr Edwin van Leeuwen (1966)

Nationality	Dutch
Appointed in	2002
Present term expires in	Not applicable
Current position	Chief Financial Officer and member of the Management Board of UNIT4 N.V.
Former Positions	<ul style="list-style-type: none">• Finance & Control Manager Koninklijke Van Ommeren N.V.• Accountant Coopers & Lybrand

Please see Section 6.14 (Composition of the One-Tier Board) for information on the composition of the Board after the Settlement Date.

7.9 Major Shareholders

As at the date of this Offer Memorandum, the following holdings of 3% or more are registered in the public register of the AFM, and the data included in the table below is derived solely from the applicable filings by the Shareholders with the AFM:

	Reported percentage	Date of notification
Stichting Continuïteit Unit 4 Agresso (current name: Stichting Continuïteit UNIT4)	100.00%	1 November 2006
WAM Acquisitions GP, Inc.	6.79%	1 November 2006
Mr Chris Ouwinga	6.33%	1 November 2006
Navitas B.V.	6.07%	1 November 2006
AQR Capital Management, LLC	5.02%	18 December 2013
Sageview Capital MGP, LLC	4.96%	25 April 2012
JP Morgan Chase & Co	4.93%	14 November 2008
Kempen Oranje Participaties N.V.	4.18%	26 August 2013
Norges Bank	3.02%	30 October 2013
Water Island Capital, LLC	3.02%	11 December 2013

7.10 Protection Trust

UNIT4 has entered into an agreement with Stichting Continuïteit Unit4 (the **Protection Trust**) dated 5 October 2009 (the **Option Agreement**), pursuant to which the Protection Trust is granted a call option to acquire from UNIT4 (in one or more tranches) such maximum nominal amount of cumulative preference shares with a nominal value of EUR 0.05 each as is equal to the total nominal amount of the issued and outstanding shares in the capital of UNIT4 (excluding the issued and outstanding shares issued to and held by the Protection Trust before the issuance of the cumulative preference shares) at the time of exercise of the option, minus the nominal amount of cumulative preference shares the Protection Trust already holds at the time of exercise of the option (the **Call Option**). The Call Option enables the Protection Trust to acquire a maximum of 50% of the voting rights attached to the issued and outstanding shares in the capital of UNIT4.

The Offer is conditional upon the Foundation not having exercised in whole or in part its Call Option and no cumulative protective preference shares in UNIT4 having been issued and not having submitted a request for inquiry on the basis of article 2:346(c) of the Dutch Civil Code and the Foundation having irrevocably, and conditional only upon the Offer being declared unconditional (*gestand gedaan*), waived its right to exercise its call option right on the cumulative preference shares in the capital of UNIT4 under the Option Agreement.

7.11 Capital and Shares

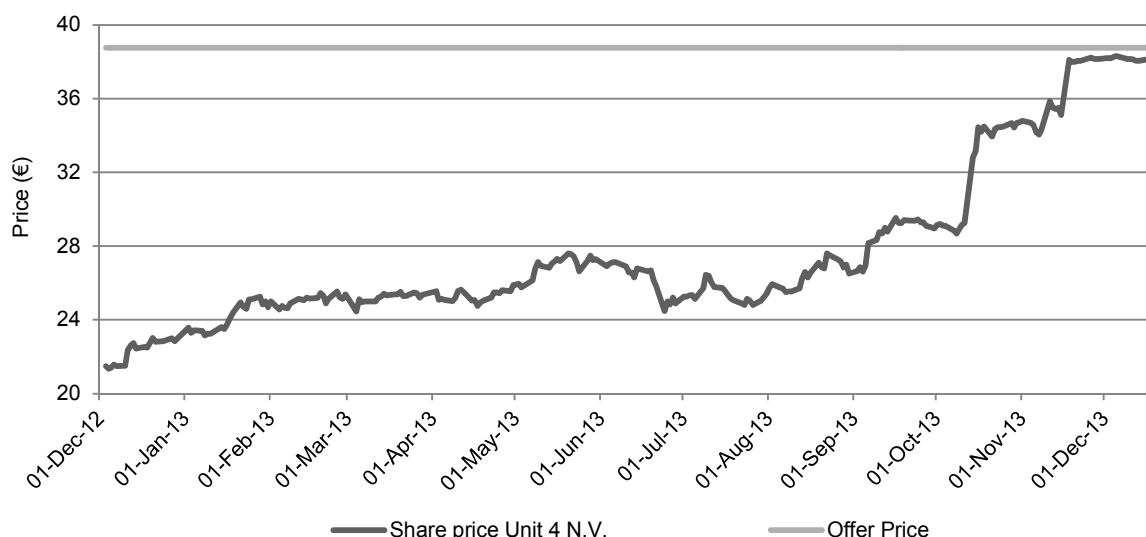
As at the date of this Offer Memorandum, the authorised share capital of UNIT4 amounts to EUR 4,000,000, and is divided into 40,000,000 ordinary shares with a nominal value of EUR 0.05 and 40,000,000 preference shares with a nominal value of EUR 0.05.

As at the date of this Offer Memorandum, UNIT4 has issued 29,691,331 ordinary shares at par value of EUR 0.05, including 1,342 ordinary shares which are issued and held in treasury by UNIT4. The Shares are listed on the official market of the stock exchange of Euronext Amsterdam and included in the Amsterdam Mid Cap Index (ISIN: NL0000389096).

There are no preference shares issued and outstanding at the date of this Offer Memorandum.

7.12 Share price development

This graph sets out the Share price development of UNIT4 over the past twelve (12) months and includes the Reference Date.



7.13 UNIT4 Remuneration Policy

Pursuant to the current UNIT4 Remuneration Policy as approved by the UNIT4 shareholders, the members of Management Board and certain other members of senior management receive variable short-term and long term incentives in addition to fixed components of remuneration (base salary, pension scheme and other market standard benefits).

The short term incentive consists of an annual cash bonus pursuant to the UNIT4 Short Term Incentive Plan (the **STIP**), based on predetermined financial year targets (currently growing EBITDA (*earnings before interest, taxes, depreciation and amortisation*) and EPS (*earnings per share*)) which are assessed when audited results are available. The maximum annual cash bonus which may be awarded to any participant amounts to 100% of his or her base salary. If the participant elects to invest at least 50% of the net after tax proceeds of his or her annual cash bonus under the STIP into the acquisition of Basic Shares under the LTIP described below, the maximum annual cash bonus is increased to 150% of the relevant base salary.

The Long Term Incentive Performance Share Plans 2012 and 2013 (together, the **LTIP**) entitles participants, including all members of the Management Board and certain other members of senior management, to apply their annual cash bonus under the STIP of the previous financial year and/or

their own funds towards the acquisition of Shares under the LTIP (**Basic Shares**), subject to minimum and maximum investment requirements. The price of each Basic Share is the average closing prices of Shares on Euronext Amsterdam during the three (3) trading days following announcement of the annual accounts. The Basic Shares will in principle remain locked up for a period of three (3) years. At the time the Basic Shares are issued/acquired, the participant in the LTIP will receive a conditional right to receive between zero (0) and two (2) additional Shares (**Performance Shares**) at the end of the three (3)-year lock-up period. The right to receive Performance Shares will be conditional on (i) the relevant participant remaining employed and (ii) the relevant performance conditions (based on EBITDA growth, EPS growth and comparative TSR performance - the latter being total shareholder returns compared to other AMX Midcap Index companies).

In connection with the Offer, the Supervisory Board has decided to follow the stipulation in the LTIP that, at Settlement of the Offer, the participants under the LTIP shall receive two Performance Shares per Basic Share, and concluded that, in the circumstances of the Offer, such stipulation does not lead to an unreasonable outcome requiring adjustment. The Basic Shares and the Performance Share under the LTIP shall become automatically fully vested and freely transferrable at Settlement.

The Supervisory Board has also decided that (i) it shall, at least for as long as the Offer remains open for acceptance by the Shareholders, not instigate a new long term incentive performance share plan in 2014 and (ii) the annual cash bonus which all participants under the STIP shall be entitled to receive in respect of the financial year 2013, shall be increased by 50% subject to certain investment conditions which the Supervisory Board may consider appropriate in relation to certain specific participants. The precise amounts of the annual cash bonus which each participant under the STIP shall be entitled to receive, shall be determined by the Supervisory Board in 2014 when final results in respect of financial year 2013 shall be known.

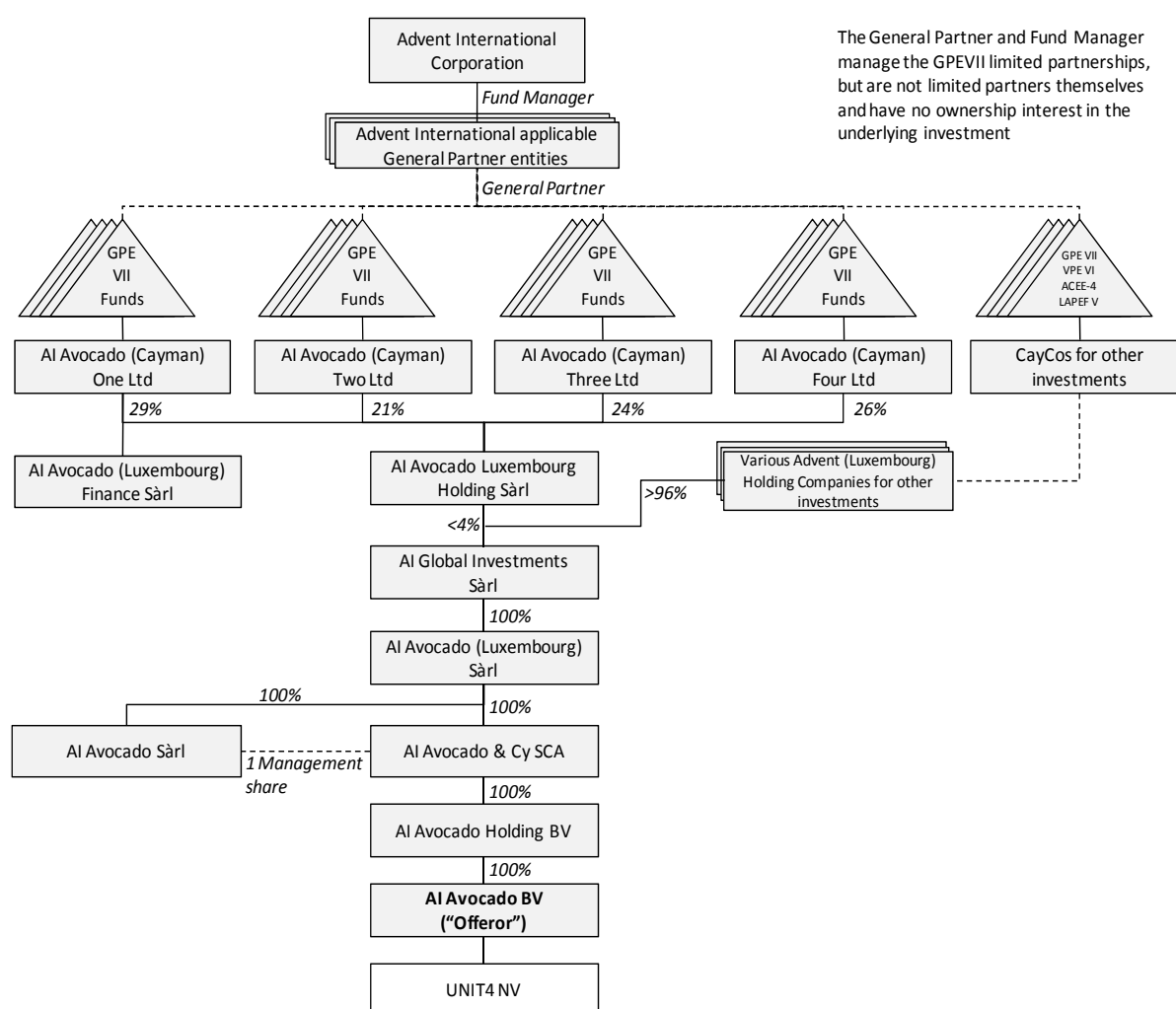
8. INFORMATION ON THE OFFEROR

8.1 Information on the Offeror

(a) Introduction

The Offeror is a private limited liability company (*besloten vennootschap met beperkte aansprakelijkheid*), incorporated under the laws of The Netherlands, having its corporate seat at Amsterdam, The Netherlands and its registered office at Naritaweg 165, 1043 BW Amsterdam, The Netherlands. The Offeror is registered with the Trade Register of the Chamber of Commerce of Amsterdam, The Netherlands under number 59166967.

The Offeror has been incorporated to complete the purchase of the Shares under the Offer. The ultimate ownership structure of the Offeror will be as follows:



As set out in the structure chart, the Offeror will ultimately be indirectly controlled by the Advent International GPE VII funds. The management, operation and implementation of policy of the Advent International GPE VII funds are vested in their respective general partner entities, who manage the funds' affairs. Advent International Corporation, a US corporation which is registered with the US regulator, the Securities and Exchange Commission (Advent) is the manager of Advent International general partner entities.

Pursuant to article 1:1 of the Wft, each of Advent and the Offeror qualify as an offeror in respect of this Offer.

(b) **Capital and shares**

The issued and paid up share capital of the Offeror amounts to EUR 1, consisting of one (1) ordinary share with a nominal value of EUR 1.

(c) **Management participation**

As is customary in buy out transactions involving private equity investors, Advent and the funds managed by Advent desire management to participate in the ownership of the business and accordingly will make equity available for investment by senior management. The investment by members of senior management will reflect their long term commitment to the company and is intended to incentivise management to contribute to the success and long term financial achievements of the company going forward.

For this purpose, the funding contributed to AI Avocado & Cy SCA will be divided into various types of preferential equity instruments and a single class of ordinary shares. Preferential equity instruments will be made available for purchase by current and future executive directors (including Mr Jose Duarte and Mr Edwin van Leeuwen), certain current and future non-executive directors (including Mr Chris Ouwinga) and current and future senior management. A minority stake of the aggregate preferential equity instruments and a minority stake of all ordinary shares will be made available for purchase by current and future executive directors, certain current and future non-executive directors and future senior management. Funds managed by Advent will own, collectively, the remaining majority stake of the preferential equity instruments and the remaining majority stake of the ordinary shares. The exact percentages of the preferential equity instruments and ordinary shares for current and future executive directors, certain current and future non-executive directors and future senior management have not yet been determined.

All funding contributed to AI Avocado & Cy SCA will be contributed as ordinary shares to AI Avocado Holding B.V. All funding contributed to AI Avocado Holding B.V. will be contributed as ordinary shares to the Offeror. In addition, AI Avocado (Luxembourg) Finance Sàrl will provide shareholder loans to the Offeror.

Certain members of senior management will be invited to invest in the business on the basis set out above following the Settlement Date. Any agreement in respect of the investment by senior management will not become effective until, and will be subject to completion of the Offer. Definitive documents are yet to be agreed.

8.2 Information on Advent

(a) **Introduction**

Advent International Corporation is a Delaware corporation with principle offices located at 75 State Street (29th floor), Boston, MA 02109, United States.

Founded in 1984, Advent is one of the world's largest and most experienced global investors dedicated solely to private equity. Since inception, the firm has invested in more than 280 buyout transactions in 36 countries and today has EUR 24.3 billion in assets under management. With offices on four continents, Advent has established a globally integrated team of over 170 investment professionals across Europe, North America, Latin America and Asia. The firm focuses on growth and traditional buyout and strategic repositioning transactions across five core sectors, including technology, media and telecoms; business and financial services; healthcare; industrial; and retail,

consumer and leisure. After 29 years dedicated to international investing, Advent remains committed to partnering with management teams to deliver sustained revenue and earnings growth in its portfolio companies

Advent is one of the leading investors in the technology sector, having invested in over 40 technology and technology services companies since 1990. In the past year, the firm has invested in P2 Energy Solutions, a leading provider of software and data-based technology to oil and gas markets globally, KMD, Denmark's largest IT services and software company, and TransUnion, a global provider of information and risk management solutions to businesses across multiple industries and to individual consumers. This experience demonstrates Advent's ability to support UNIT4's commitment to provide market leading software solutions, and the resources to pursue long term growth initiatives.

The Offeror will ultimately be indirectly controlled by the Advent International GPE VII funds advised by Advent with aggregate capital commitments of EUR 8,500,000,000.

(b) **Governance**

The general partners of the Advent International GPE VII funds, being GPE VII GP Limited Partnership, GPE VII GP (Delaware) Limited Partnership and Advent International GPE VII, LLC, are advised and managed by Advent.

The members of Advent's board of directors are Mr Ernest Bachrach, Mr John Brooke, Mr Peter Brooke (Chairman), Mr Mark Hoffman, Mr Thomas Lauer, Mr David Mussafer and Mr Steven Tadler.

The members of Advent's applicable GPE Program investment committee are Mr David McKenna (Managing Partner), Mr David Mussafer (Managing Partner) and Mr Steven Tadler (Managing Partner).

The board of directors of Advent has responsibility for the strategic oversight of the firm (but does not make day-to-day management decisions). The board of directors has given exclusive power and authority to the investment committee to make all investment recommendations and decisions that are made on behalf of Advent for the account of the funds.

9. FURTHER DECLARATIONS PURSUANT TO THE DUTCH DECREE ON PUBLIC OFFERS WFT

In addition to the other statements set out in this Offer Memorandum, the Offeror with regard to subjects 9(b), 9(c) and 9(e), the Boards with regard to 9(f) and the Offeror and the Boards jointly with regard to subjects 9(a) and 9(d) hereby declare as follows:

- (a) There have been consultations between Advent, the Offeror and UNIT4 regarding the Offer, which have resulted in (conditional) agreement regarding the Offer. Discussions regarding the Offer, including, but not limited to, the Offer Price, the financing of the Offer, the Offer Conditions and the future strategy of the UNIT4 Group after the Settlement Date, took place between the Offeror, all members of the Management Board, all members of the Special Committee and their respective advisors.
- (b) With due observance of and without prejudice to the restrictions referred to in Sections 2 (Restrictions) and 3 (Important Information), the Offer concerns all outstanding Shares in the capital of UNIT4 and applies on an equal basis to all Shares and Shareholders.
- (c) With reference to Annex A, paragraph 2, subparagraph 5, 6 and 7 of the Decree, the Offeror, whether directly or indirectly, did not acquire any Shares in the year preceding the date of this Offer Memorandum.
- (d) No securities issued by UNIT4 are held, no transactions or agreements in respect of securities issued by UNIT4 have been effected or have been concluded and no similar transactions have been effected in respect of securities issued by UNIT4, by the Offeror, Advent or any Affiliate of the Offeror, or any member of the board of directors of the Offeror, any member of the board of directors of Advent or any member of the Boards, nor by any of their spouses (*echtgenoten*), registered partners (*geregistreerde partners*), minor children (*minderjarige kinderen*) and any entities over which these members or other persons referred to have control (*zeggenschap hebben in*) within the meaning of Annex A, paragraph 2, subparagraph 5, 6 and 7 of the Decree, other than the following concluded agreements and arrangements in connection with the Offer (i) the irrevocable undertaking agreed by the Offeror with each member of the Management Board as described in Section 6.10 (Irrevocable undertaking), and (ii) in respect of the Shares (including Basic Shares under LTIP and Performance Shares under LTIP) and Share Options held or to be held by members of the Boards as described in Section 6.8 (Shareholdings of the members of the Boards).
- (e) The costs incurred or to be incurred by Advent and the Offeror in relation to the Offer are expected to amount to approximately EUR 60 million and comprise finance arrangement fees, bank advisor fees, listing and Paying and Exchange Agent fees, broker commissions, legal fees, financial and tax due diligence fees, public relations and communications advice and printing. These costs will be borne by the Offeror.
- (f) The costs of UNIT4's fees of legal advisors, financial advisors, accountants and communications advisors incurred and expected to be incurred in relation to the Offer amount to approximately EUR 8.5 million. These costs will be borne by UNIT4.

10. TAX ASPECTS OF THE OFFER

10.1 General

The following summary outlines certain principal Dutch tax consequences of the disposal of the Shares in connection with the Offer and certain post-closing restructurings, but does not purport to be a comprehensive description of all Dutch tax considerations that may be relevant. For purposes of Dutch tax law, a holder of Shares may include an individual or entity who does not have the legal title of these Shares, but to whom nevertheless the Shares or the income thereof is attributed based on specific statutory provisions or on the basis of such individual or entity having an interest in the Shares or the income thereof. This summary is intended as general information only and each prospective investor should consult a professional tax advisor with respect to the tax consequences of the disposal of the Shares.

This summary is based on tax legislation, published case law, treaties, regulations and published policy, in each case as in force as of the date of this Offer Memorandum, and it does not take into account any developments or amendments thereof after that date whether or not such developments or amendments have retroactive effect.

This summary does not address the Dutch tax consequences for:

- (a) investment institutions (*fiscale beleggingsinstellingen*);
- (b) pension funds, exempt investment institutions (*vrijgestelde beleggingsinstellingen*) or other entities that are not subject to or exempt from Dutch corporate income tax;
- (c) corporate holders of Shares which qualify for the participation exemption (*deelnemingsvrijstelling*). Generally speaking, a shareholding is considered to qualify as a participation for the participation exemption if it represents an interest of 5% or more of the nominal paid-up share capital;
- (d) holders of Shares holding a substantial interest (*aanmerkelijk belang*) or deemed substantial interest (*fictief aanmerkelijk belang*) in UNIT4 and holders of Shares of whom a certain related person holds a substantial interest in UNIT4. Generally speaking, a substantial interest in UNIT4 arises if a person, alone or, where such person is an individual, together with his or her partner (statutory defined term), directly or indirectly, holds or is deemed to hold (i) an interest of 5% or more of the total issued capital of UNIT4 or of 5% or more of the issued capital of a certain class of shares of UNIT4, (ii) rights to acquire, directly or indirectly, such interest or (iii) certain profit sharing rights or rights to liquidation proceeds in UNIT4;
- (e) persons to whom the Shares and the income from the Shares are attributed based on the separated private assets (*afgezonderd particulier vermogen*) provisions of the Dutch Income Tax Act 2001 (*Wet inkomstenbelasting 2001*) and the Dutch Gift and Inheritance Tax Act 1956 (*Successiewet 1956*);
- (f) entities which are a resident of Aruba, Curacao or Sint Maarten that have an enterprise which is carried on through a permanent establishment or a permanent representative on Bonaire, Sint Eustatius or Saba and the Shares are attributable to such permanent establishment or permanent representative;
- (g) holders of Shares which are not considered the beneficial owner (*uiteindelijk gerechtigde*) of these Shares or the benefits derived from or realised in respect of these Shares; and

- (h) individuals to whom Shares or the income there from are attributable to employment activities which are taxed as employment income in The Netherlands.

Where this summary refers to The Netherlands or Dutch Tax law, such references are restricted to the part of the Kingdom of The Netherlands that is situated in Europe and the legislation applicable in that part of the Kingdom.

10.2 Dividend Tax

Gains realised upon the disposal of the Shares in connection with the Offer will not be subject to withholding or deduction for any taxes of whatsoever nature imposed, levied, withheld or assessed by The Netherlands or any political subdivision or taxing authority thereof or therein.

10.3 Corporate and Individual Income Tax

Residents of The Netherlands

If a holder of Shares is a resident of The Netherlands or deemed to be a resident of The Netherlands for Dutch corporate income tax purposes and is fully subject to Dutch corporate income tax or is only subject to Dutch corporate income tax in respect of an enterprise to which the Shares are attributable, income derived from the Shares and gains realised upon the redemption or disposal of the Shares are generally taxable in The Netherlands (at up to a maximum rate of 25%).

If an individual is a resident of The Netherlands or deemed to be a resident of The Netherlands for Dutch individual income tax purposes or has opted to be treated as a resident of The Netherlands for individual income tax purposes, income derived from the Shares and gains realised upon the redemption or disposal of the Shares are taxable at the progressive rates (at up to a maximum rate of 52%) under the Dutch Income Tax Act 2001 if:

- (a) the individual is an entrepreneur (*ondernemer*) and has an enterprise to which the Shares are attributable or the individual has, other than as a shareholder, a co-entitlement to the net worth of an enterprise (*medegerechtigde*), to which enterprise the Shares are attributable; or
- (b) such income or gains qualify as income from miscellaneous activities (*resultaat uit overige werkzaamheden*), which includes activities with respect to the Shares that exceed regular, active portfolio management (*normaal, actief vermogensbeheer*).

If neither condition (i) nor condition (ii) above applies, an individual that holds the Shares must determine taxable income with regard to the Shares on the basis of a deemed return on savings and investments (*sparen en beleggen*), rather than on the basis of income actually received or gains actually realised. This deemed return on savings and investments has been fixed at a rate of 4% of the individual's yield basis (*rendementsgrondslag*) at the beginning of the calendar year (1 January), insofar as the individual's yield basis exceeds a certain threshold (*heffingvrij vermogen*). The individual's yield basis is determined as the fair market value of certain qualifying assets held by the individual less the fair market value of certain qualifying liabilities on 1 January. The fair market value of the Shares will be included as a qualifying asset in the individual's yield basis. The 4% deemed return on savings and investments is taxed at a rate of 30%.

Non-residents of The Netherlands

If a person is not a resident of The Netherlands, is not deemed to be a resident of The Netherlands for Dutch corporate or individual income tax purposes, and has not opted to be treated as a resident of the Dutch for individual income tax purposes, such person is not liable to Dutch income tax in

respect of income derived from the Shares and gains realised upon the redemption or disposal of the Shares, unless:

- (a) the person is not an individual and such person (1) has an enterprise that is, in whole or in part, carried on through a permanent establishment or a permanent representative in The Netherlands to which permanent establishment or a permanent representative the Shares are attributable, or (2) is (other than by way of securities) entitled to a share in the profits of an enterprise or a co-entitlement to the net worth of an enterprise, which is effectively managed in The Netherlands and to which enterprise the Shares are attributable.

This income is subject to Dutch corporate income tax at up to a maximum rate of 25%.

- (b) the person is an individual and such individual (1) has an enterprise or an interest in an enterprise that is, in whole or in part, carried on through a permanent establishment or a permanent representative in The Netherlands to which permanent establishment or permanent representative the Shares are attributable, or (2) realises income or gains with respect to the Shares that qualify as income from miscellaneous activities in The Netherlands which includes activities with respect to the Shares that exceed regular, active portfolio management, or (3) is other than by way of securities entitled to a share in the profits of an enterprise that is effectively managed in The Netherlands and to which enterprise the Shares are attributable. Income derived from the Shares as specified under (1) and (2) by an individual is subject to individual income tax at progressive rates up to a maximum rate of 52%. Income derived from a share in the profits of an enterprise as specified under (3) that is not already included under (1) or (2) will be taxed on the basis of a deemed return from savings and investments (as described above under "Residents of The Netherlands"). The fair market value of the share in the profits of the enterprise (which includes the Shares) will be part of the individual's Dutch yield basis.

10.4 Gift and inheritance tax

In general, no gift tax (*schenkelasting*) or inheritance tax (*erfbelasting*) will be due as a result of the disposal of the Shares in connection with the Offer.

10.5 Value Added Tax

In general, no value added tax will arise in respect of payments in consideration for the disposal of the Shares in connection with the Offer.

10.6 Other Taxes and Duties

No registration tax, customs duty, transfer tax, stamp duty, capital tax or any other similar documentary tax or duty will be payable in The Netherlands by a holder of Shares in respect of the disposal of the Shares in connection with the Offer.

10.7 Post-Closing Restructuring

Following Settlement, the Offeror intends, but is not obligated, to implement certain post-closing restructurings, including, but not limited to: (i) a compulsory acquisition procedure (as further described in Section 6.12(a) (Compulsory acquisition procedure); (ii) a subsequent public offer for any Shares held by minority shareholders; (iii) a statutory cross-border or domestic (bilateral or triangular) legal merger (*juridische (drie)hoeks- fusie*) in accordance with Article 2:309 et seq of the Dutch Civil Code between UNIT4, the Offeror and/or one or more Affiliates of the Offeror (as further set out in Section 6.12(c) (Most Likely Post-Closing Restructuring Measures); (iv) a statutory legal demerger (*juridische splitsing*) of UNIT4 in accordance with Article 2:334a et seq of the Dutch

Civil Code; (v) a contribution of assets to UNIT4 in exchange for new shares issued (in which case the existing shareholders of UNIT4 may not have pre-emptive rights) on an arm's length basis and supported by a fairness opinion from a reputable corporate finance advisor; (vi) a sale of all, substantially all, or a substantial part of the assets of UNIT4, which may or may not be followed by a distribution of proceeds to the Shareholders, all in accordance with the laws of The Netherlands and the UNIT4 Articles of Association and all on an arm's length basis and supported by a fairness opinion from a reputable corporate finance advisor (as further described in Section 6.12(c) (Most Likely Post-Closing Restructuring Measures); (vii) subject to Section 6.13 (Non-Financial Covenants), a distribution of proceeds, cash and/or assets to the Shareholders; (viii) a sale and transfer of assets and liabilities by the Offeror or any of its Affiliates to any member of the UNIT4 Group on an arm's length basis and supported by a fairness opinion from a reputable corporate finance advisor, or a sale and transfer of assets and liabilities by any member of the UNIT4 Group to the Offeror or any of its Affiliates on an arm's length basis and supported by a fairness opinion from a reputable corporate finance advisor; (ix) conversion of UNIT4 into a private limited liability company (*besloten vennootschap met beperkte aansprakelijkheid*); (x) any combination of the foregoing; or (xi) any transactions, restructurings, share issues, procedures and/or proceedings in relation to UNIT4 and/or one or more of its affiliates required to effect the objective mentioned in Section 6.12 (Post-Closing Restructuring).

See below for a non-exhaustive description of certain Dutch tax consequences of the compulsory acquisition procedure and of certain Post-Closing Restructuring Measures.

(a) Compulsory acquisition procedure

Dividend Tax

Gains realised upon the disposal of the Shares in connection with the compulsory acquisition procedure will not be subject to withholding or deduction for any taxes of whatsoever nature imposed, levied, withheld or assessed by The Netherlands or any political subdivision or taxing authority thereof or therein.

Corporate and Individual Income Tax

The Dutch corporate and individual income tax consequences of a disposal of the Shares in connection with a compulsory acquisition procedure are the same as for the disposal of the Shares in connection with the Offer, see 10.3 (Corporate and Individual Income Tax)

(b) Post-Closing Merger and Liquidation

Pursuant to the Legal Merger as defined in Section 6.12(c)(ii) UNIT4 is merged into Avocado Sub and the then-existing minority Shareholders of UNIT4 will become shareholders of New Avocado, an affiliate of the Offeror. It is intended that as soon as the Legal Merger has entered into effect, the shares in New Avocado Sub will be sold to the Offeror followed by a Liquidation as defined in Section 6.12(c)(vii).

The following is a general summary of certain Dutch tax consequences in connection with the Legal Merger and the Liquidation.

Dividend tax

Withholding of dividend tax

The disposal of the Shares in connection with the Legal Merger and the receipt of shares in New Avocado in connection with the Legal Merger will not be subject to withholding or deduction for

any taxes of whatsoever nature imposed, levied, withheld or assessed by The Netherlands or any political subdivision or taxing authority thereof or therein.

New Avocado is generally required to withhold 15% Dutch dividend tax in respect of the advance liquidation distribution and, if applicable, the final distribution, to the shareholders of New Avocado to the extent that such distributions are in excess of New Avocado's average paid-in capital recognised for Dutch dividend tax purposes. The Dutch income tax consequences of the Liquidation are in principle the same as the Dutch income tax consequences of the Offer.

Credit for Residents of The Netherlands

If a holder of New Avocado shares is a resident or deemed to be a resident of The Netherlands for Dutch corporate or individual income tax purposes, Dutch dividend tax which is withheld with respect to proceeds from New Avocado shares will generally be creditable for Dutch corporate or individual income tax purposes or otherwise refundable.

Relief or Refund for Non-residents of The Netherlands

If a holder of New Avocado shares is a resident of a country other than The Netherlands, and if a treaty for the avoidance of double taxation with respect to taxes on income is in effect between The Netherlands and that country, and such holder is a resident for the purposes of such treaty, such holder may, depending on the terms of that particular treaty, qualify for full or partial relief at source or for a refund in whole or in part of the Dutch dividend tax.

A refund of Dutch dividend tax is available to entities resident in another EU member state, Norway, Iceland, or Liechtenstein provided (i) these entities are not subject to corporate income tax there and (ii) these entities would not be subject to Dutch corporate income tax, if these entities would have been tax resident in The Netherlands for corporate income tax purposes and (iii) these entities are not comparable to investment institutions (*fiscale beleggingsinstellingen*) or exempt investment institutions (*vrijgestelde beleggingsinstellingen*). Furthermore, a similar refund of Dutch dividend tax may be available to entities resident in other countries, under the additional condition that (i) the New Avocado shares are considered portfolio investments and (ii) The Netherlands can exchange information with this other country in line with the international standards for the exchange of information.

Beneficial Owner

A recipient of proceeds from the New Avocado shares will not be entitled to any exemption, reduction, refund or credit of Dutch dividend tax if such recipient is not considered to be the beneficial owner of such proceeds. The recipient will not be considered the beneficial owner of these proceeds, if, in connection with such proceeds, the recipient has paid a consideration as part of a series of transactions in respect of which it is likely:

- (a) that the proceeds have in whole or in part accumulated, directly or indirectly, to a person or legal entity that would:
 - (i) as opposed to the recipient paying the consideration, not be entitled to an exemption from dividend tax; or
 - (ii) in comparison to the recipient paying the consideration, to a lesser extent be entitled to a reduction or refund of dividend tax; and

- (b) that such person or legal entity has, directly or indirectly, retained or acquired an interest in shares, profit-sharing certificates or loans, comparable to the interest it had in similar instruments prior to the series of transactions being initiated.

Corporate and Individual Income Tax

Legal Merger

The Dutch corporate and individual income tax consequences of the Legal Merger are in principle similar to the tax treatment of the disposal of the Shares in connection with the Offer, see Section 10.3 (Corporate and Individual Income Tax).

The Dutch corporate and individual income tax in respect of gains (deemed) realised by a holder of Shares upon the disposal of the Shares as a result of the Legal Merger (excluding taxation in respect of any consideration received as a result of the Legal Merger that does not consist of New Avocado shares) may be deferred in the following situations:

- (a) the Legal Merger satisfies the requirements set out in section 3.57 of the Dutch Income Tax Act 2001 and/or article 14b of the Dutch Corporate Income Tax Act 1969 (*Wet op de vennootschapsbelasting 1969*) and the holder of Shares records the New Avocado shares received pursuant to the Legal Merger at the same tax book value as the Shares at the moment immediately preceding the Legal Merger; or
- (b) the requirements developed in case law of the Dutch Supreme Court regarding the tax neutral exchange of certain assets (*ruilarresten*) are met.

Each holder of Shares needs to assess for himself whether these requirements are satisfied. Whether or not a holder of Shares claims the benefits of the roll-over relief is at its own discretion.

Liquidation

The Dutch corporate and individual income tax consequences of the Liquidation are in principle similar to the tax treatment of the disposal of the Shares in connection with the Offer, see Section 10.3 (Corporate and Individual Income Tax).

(c) Post-Closing Asset Transaction and Liquidation

Pursuant to the Asset Purchase Agreement, UNIT4 sells its entire business to New Avocado, an affiliate of the Offeror (defined as the Asset Transaction in Section 6.12(c)(xiii)), followed by a Liquidation of UNIT4 as defined in Section 6.12(c)(xv).

The following is a general summary of certain Dutch tax consequences in connection with the Asset Transaction and the Liquidation.

Dividend tax

Withholding of dividend tax

The Asset Transaction will not be subject to withholding or deduction for any taxes of whatsoever nature imposed, levied, withheld or assessed by The Netherlands or any political subdivision or taxing authority thereof or therein.

UNIT4 is generally required to withhold 15% Dutch dividend tax in respect of the advance liquidation distribution and, if applicable, the final distribution, to its shareholders to the extent that

such distributions are in excess of UNIT4's average paid-in capital recognised for Dutch dividend tax purposes. The tax treatment is similar to the Liquidation of New Avocado in connection with the Post-Closing Merger and Liquidation, see Section 10.7(b) (Post-Closing Merger and Liquidation).

Corporate and Individual Income Tax

Asset Transaction

The Asset Transaction has no direct Dutch corporate and individual income tax consequences for the holders of Shares.

Liquidation

The Dutch corporate and individual income tax consequences of the Liquidation are in principle similar to the tax treatment of the disposal of the Shares in connection with the Offer, see Section 10.3 (Corporate and Individual Income Tax).

Gift and inheritance tax

In general, no gift tax (*schenkelasting*) or inheritance tax (*erfbelasting*) will be due as a result of the restructurings described in Section 10.7 (Post-Closing Restructurings).

Value Added Tax

In general, no value added tax will arise in respect of payments in consideration for the disposal of the Shares or the New Avocado shares in connection with the restructurings described in Section 10.7 (Post-Closing Restructurings).

Other Taxes and Duties

No registration tax, customs duty, transfer tax, stamp duty, capital tax or any other similar documentary tax or duty will be payable in The Netherlands by a holder of Shares or New Avocado shares in respect of the disposal of the Shares or the New Avocado Shares in connection with the restructurings described in Section 10.7 (Post-Closing Restructurings).

11. PRESS RELEASES

11.1 Joint press release dated 18 November 2013

This is a joint press release by UNIT4 N.V. and Al Avocado B.V. pursuant to the provisions of Section 5, paragraph 1 and Section 7, paragraph 4 of the Decree on Public Takeover Bids (Besluit openbare biedingen Wft) in connection with the intended public offer by Al Avocado B.V. for all the issued and outstanding ordinary shares in the capital of UNIT4 N.V. This announcement does not constitute an offer, or any solicitation of any offer, to buy or subscribe for any securities in UNIT4 N.V. Any offer will be made only by means of an offer memorandum. This announcement is not for release, publication or distribution, in whole or in part, in or into, directly or indirectly, Canada, Japan and the United States.



Joint Press Release

18 November 2013

ADVENT INTERNATIONAL INTENDS TO MAKE A RECOMMENDED CASH OFFER FOR ALL ISSUED AND OUTSTANDING SHARES OF UNIT4

Transaction highlights

Advent and UNIT4 have reached conditional agreement on a recommended full public offer by Advent for UNIT4 of EUR 38.75 (cum dividend) in cash per issued and outstanding ordinary share of UNIT4 following a competitive bidding process

The Offer price represents a premium of 32.4% to the closing price of 11 October 2013² and a premium of 54.8% to the average closing share price of the last 12 months prior to that date

The Management Board and the Supervisory Board of UNIT4 fully support and unanimously recommend the Offer

Advent is an experienced investor globally in the software industry and locally in the Netherlands and will provide UNIT4 with financial backing, expertise and support for capital expenditures, investments and acquisitions in accordance with UNIT4's long-term strategy

Advent has agreed to certain non-financial covenants, including on the following matters:

Support execution of joint strategy plan with management, including investments in R&D

Maintain corporate identity, culture and brand

Keep UNIT4 as a separate legal entity with headquarters, central management and key support functions in the Netherlands

Respect fully employee rights and no job losses as a direct consequence of the Offer

Protect minority shareholders' interests as well as non-financial covenants through appointment of an independent non-executive director with certain veto rights

Advent's investment will accelerate UNIT4's Software-as-a-Service (SaaS) transition and will support long-term initiatives such as the continued growth of FinancialForce.com, deepening presence in existing vertical

² Last closing share price prior to the announcement of preliminary interest in UNIT4 on Monday 14 October 2013

markets, expansion into adjacent verticals and geographies either directly or through partners, and pursuit of operational excellence across UNIT4

Advent has committed financing in place providing deal certainty

Founder Chris Ouwinga has irrevocably confirmed to support and accept the Offer, representing approximately 5.6% of UNIT4's outstanding shares

Slidrecht/London, 18 November 2013 – UNIT4 N.V. (“UNIT4” or the “Company”) and AI Avocado B.V. (a newly incorporated wholly owned subsidiary of funds managed by Advent International Corporation (“Advent”)) jointly announce that they have reached conditional agreement in connection with a public offer by AI Avocado B.V. for all issued and outstanding ordinary shares in the capital of UNIT4 at an offer price of EUR 38.75 (cum dividend) in cash per issued and outstanding ordinary share (the “Offer”). The Offer represents a 32.4% premium to UNIT4's closing share price as at 11 October 2013 and a 54.8% premium to UNIT4's average closing price over the last 12 months prior to that date. The Offer values 100% of the issued and outstanding ordinary shares of UNIT4 at EUR 1,172 million (on a fully diluted basis), and equates to an Enterprise Value of EUR 1,279 million, and 14.2x consolidated EBITDA and 18.1x EBITDA adjusted for capitalised research and development costs and investments in FinancialForce.com³.

Philip Houben, Chairman of the Supervisory Board of UNIT4: *“During the summer we were approached by several parties expressing interest in UNIT4. After a competitive process, in which we weighed all options, we concluded that UNIT4 and its stakeholders would benefit from the Offer by Advent. Not only have we been able to negotiate the highest offer price, but we were also able to ensure the best non-financial covenants, thus safeguarding the interests of all our stakeholders. The Supervisory Board therefore fully supports the offer we received from Advent and unanimously recommends it to its shareholders.”*

Fred Wakeman, Managing Partner of Advent: *“We are looking forward to making another investment in the Netherlands. We have been investing in the software industry for over 20 years and believe that UNIT4 has the opportunity to become a global leader in mid-market ERP, with vertical focus and clear technology differentiation. We are delighted to partner with Chris Ouwinga as Chairman and José Duarte as CEO to further develop the business.”*

Strategic rationale

UNIT4 reviews its strategic alternatives on a regular basis given the dynamic market environment and the transition of its business model towards SaaS, assessing carefully the associated risks and benefits. The Company believes that a long-term approach in a private setting can enable the Company to accelerate this transition. When the Company was approached by parties expressing interest, both the Supervisory Board and the Management Board acted on their fiduciary duty to carefully consider these approaches and took all alternatives available to UNIT4 into consideration. Following a competitive process, Advent offered the highest price and best non-financial covenants.

Advent has a clear understanding of the software industry and a strong track record of supporting international growth. Advent's investment will accelerate UNIT4's SaaS transition and will support long-term initiatives such as the continued growth of FinancialForce.com, deepening presence in existing vertical markets, expansion into adjacent verticals and geographies either directly or through partners, and the pursuit of operational excellence across UNIT4.

Advent supports the strategic direction of UNIT4 and has agreed with the Management Board a joint strategy plan for growth targeting further conversion from licence to SaaS and subscription revenues, further

³ Based on a net debt of EUR 107m as per 30 June 2013, consolidated EBITDA of EUR 89.8m and adjusted EBITDA of EUR 70.6m for the 12 month period ending 30 June 2013

expansion into new verticals and geographies, and the pursuit of operational excellence and world class R&D.

In supporting the joint strategy plan, Advent recognises that UNIT4 will need to make substantial investments in R&D and potentially target add-on M&A. The acquisition debt is therefore structured in such a way to provide UNIT4 the financial flexibility for these investments.

José Duarte, co-CEO of UNIT4: *"We are looking forward to pursuing our strategy together with Advent. They fully back our conversion to SaaS and recognize the investments such a transition requires. In addition, they have agreed to structure the financing in such a way that it provides the operational flexibility needed to bring UNIT4 to the next level. They can help us accelerate our strategy, expand into additional markets, strengthen our market position, and will be instrumental to any add-on M&A, providing opportunities for future growth."*

John Woyton, Advent Director: *"The software industry is at a critical inflection point where SaaS vendors will place increasing pressures on the software market. We believe that a partnership between UNIT4 and Advent gives the Company the strategic flexibility to adapt and thrive in this rapidly evolving market and turn the challenge of SaaS into an opportunity. We are delighted to partner with UNIT4's highly talented team to create an even more innovative software business focused on long-term strategic, technology, and operational objectives."*

Sale process

Since the initial expressions of interest for a potential takeover bid from several parties during the summer of 2013, a special committee, consisting of Philip Houben and Rob Ruijter (both members of the Supervisory Board of UNIT4) (the "Special Committee"), was appointed to engage in discussions with the potential bidders to oversee a structured process and safeguard the interests of all stakeholders of UNIT4.

Following the issuance of a press release stating the interest from several parties on 14 October 2013, UNIT4 was approached by additional parties also indicating an interest in a possible takeover. UNIT4 engaged in discussions with some of these interested parties. Consistent with their fiduciary duties, the Management Board and the Supervisory Board of UNIT4 carefully evaluated the expressions of interest as it did with the initial approaches and decided to invite more bidders into the process.

Full support and unanimous recommendation from the Management Board and the Supervisory Board

Throughout the process, the Special Committee, the Management Board, and the Supervisory Board have met on a frequent basis to discuss the progress of the process and the key decisions in connection therewith. The Special Committee, the Management Board, and the Supervisory Board have received extensive financial and legal advice and have given careful consideration to the strategic, financial, and social aspects and consequences of the proposed transaction.

After due and careful consideration, the Management Board and the Supervisory Board believe that the Offer by Advent provides a fair price to the shareholders and is in the best interests of UNIT4 and all its stakeholders. In this respect, ING Bank N.V. has issued a fairness opinion to the Management Board and the Supervisory Board and ABN AMRO Bank N.V. has provided a fairness opinion to the Supervisory Board, and both have opined that the Offer is fair to the shareholders of UNIT4 from a financial point of view.

Taking all these considerations into account, the Management Board and the Supervisory Board fully support and unanimously recommend the Offer for acceptance to the shareholders of UNIT4. The Management Board and the Supervisory Board believe that the Offer will deliver significant benefits to the shareholders, employees, customers and other stakeholders of UNIT4.

The members of the Management Board who hold shares in UNIT4, including Mr. Chris Ouwinga, who owns approximately 5.6% of the Company, have agreed to an irrevocable undertaking to support and accept the

Offer, subject to customary conditions. No additional shareholders have been approached for an irrevocable undertaking to support and accept the Offer.

Chris Ouwinga, founder and co-CEO of UNIT4: *"We are pleased to announce this transaction today. We have carefully looked at all our strategic options and believe the proposed transaction is in the best interest of all our stakeholders. Although our ownership structure in itself is not a goal, being owned by Advent does bring benefits. It not only brings the certainty and commitment of funding for the coming years, but Advent also brings expertise, knowledge and experience that will be valuable in the pursuit of our strategy. Advent has left a very good impression during our conversations and has shown they understand where we want to take the business. Our identity will remain intact, with headquarters, central management and key support functions remaining in the Netherlands. The rights of our employees are fully respected and we believe this will create new opportunities. We look forward to pursuing our future together."*

Governance, management and employees

UNIT4 will maintain the one-tier board system that was approved by shareholders on 24 September 2013 and will be adopted on 1 January 2014. After a successful completion of the Offer, the one-tier board will consist of nine members. Advent values the expertise and experience of Chris Ouwinga as founder of UNIT4 and has asked him to remain as Chairman and re-invest part of his proceeds as part of the Offer. The board will also include José Duarte as CEO, Edwin van Leeuwen as CFO, as well as Frank Rövekamp as the independent non-executive member. The remaining five board members will be designated by Advent.

Advent is focused to ensure that UNIT4's key management is retained and is committed to provide them with career opportunities. Advent intends to offer certain members of the management team the opportunity to participate in the investment alongside Advent.

Advent recognises the employees of UNIT4 will play an important role in the joint strategy plan. As such, current arrangements with the works councils and relevant trade unions will be maintained. All existing employee rights, including pension rights, will be fully respected.

Non-financial covenants

Advent has provided certain non-financial covenants with regard to the strategy, governance, employees and retention matters described above, as well as other matters. Selected non-financial covenants will survive even if Advent sells its participation to a third party buyer. The independent member of the one-tier board will have certain veto rights to safeguard these non-financial covenants for a period of up to four years after the settlement date.

UNIT4 will remain a separate legal entity with headquarters, central management and key support functions in The Netherlands. Furthermore, UNIT4 will retain its corporate identity and culture, and the major brand and product names will be maintained in all relevant markets. The Company shall continue to develop world-class software for its customers.

Financing of the Offer

The Offer values 100% of the issued and outstanding UNIT4 shares at EUR 1,172 million (on a fully diluted basis). Advent will finance the Offer through a combination of EUR 605 million of third party debt. The remainder of the funding comes from equity, representing over 50% contribution to enterprise value. In this respect, Advent has, subject to customary conditions, secured fully committed debt financing from a group of reputable banks and has entered into binding documentation with its lenders. In addition, Advent has entered into binding equity commitment documentation from Advent funds. Advent is therefore able to pay the offer price.

Commencement and offer conditions

The commencement of the Offer is subject to the satisfaction or waiver of the following commencement conditions customary for a transaction of this kind:

- (i) parties having agreed on the offer memorandum;
- (ii) no material adverse effect having occurred;
- (iii) approval of the offer memorandum by the AFM (Dutch Authority Financial Markets);
- (iv) Stichting Continuïteit UNIT4 not having exercised its call option right to have protective preference shares issued to it;
- (v) no revocation or change of the recommendation by the Management Board and the Supervisory Board;
- (vi) no public announcement having been made of a competing offer;
- (vii) no breach of the merger protocol having occurred;
- (viii) no notification having been received from the AFM that the Offer is in breach of the offer rules;
- (ix) no order, stay, judgment or decree having been issued prohibiting the Offer;
- (x) trading in the issued and outstanding shares in UNIT4 not having been permanently suspended by Euronext; and,
- (xi) the required works council co-determination procedures and other employee related notification procedures having been completed with respect to the Offer and the financing thereof.

If, and when made, the consummation of the Offer will be subject to the satisfaction or waiver of the following offer conditions customary for transactions of this kind:

- (i) a minimum acceptance of 85% of the UNIT4 issued and outstanding shares;
- (ii) no material adverse effect having occurred;
- (iii) relevant antitrust clearance for the Offer;
- (iv) Stichting Continuïteit UNIT4 not having exercised its call option right to have protective preference shares issued to it;
- (v) no revocation or change of the recommendation by the Management Board and the Supervisory Board;
- (vi) no public announcement having been made of a competing offer;
- (vii) no breach of the merger protocol having occurred;
- (viii) no notification having been received from the AFM that the Offer is in breach of the offer rules;
- (ix) no order, stay, judgment or decree having been issued prohibiting the Offer; and,
- (x) trading in the issued and outstanding shares in UNIT4 not having been permanently suspended by Euronext.

Advent can waive the offer condition of 85% acceptance of the UNIT4 shares, unless the acceptance level is below 75% in which case prior approval of UNIT4's Management Board and Supervisory Board is required.

Competing offer

UNIT4 and Advent may terminate the merger protocol in the event a *bona fide* third party makes an offer which, in the reasonable opinion of the Management Board and the Supervisory Board, is a more beneficial offer than the Offer, provided that the consideration per share exceeds the offer price by 10% or more in case of a cash offer and 15% or more in case of a share or mixed cash/share offer.

In the event of a competing offer, Advent will be given the opportunity to match this offer, in which case the merger protocol may not be terminated by UNIT4. UNIT4 has entered into customary undertakings not to solicit third party offers.

In case of termination of the merger protocol because of a competing offer that has been declared unconditional, a material breach of the merger protocol by UNIT4 or a revocation or change of the recommendation of the Management Board and the Supervisory Board other than in accordance with the merger protocol, UNIT4 will forfeit a termination fee to Advent equal to EUR 10 million. In case of termination

of the merger protocol because of a material breach of the merger protocol by Advent or the Company, the non-breaching party will receive a termination fee equal to EUR 10 million.

Indicative timetable

Advent and UNIT4 will seek to obtain all necessary approvals and competition clearances as soon as practicable, whereby Advent has agreed to take the necessary steps to obtain clearance from the competition authorities. The required advice and consultation procedures with UNIT4's works councils and trade unions will be commenced expeditiously.

Advent intends to launch the Offer as soon as practically possible and in accordance with the applicable statutory timetable. The offer memorandum is expected to be published and the Offer is expected to commence during Q1 2014. UNIT4 will hold an informative Extraordinary General Meeting at least 6 business days before closing of the offer period in accordance with Section 18 Paragraph 1 of the Decree.

Advisors

ING Corporate Finance and Oppenheimer Europe Ltd. are acting as financial advisors to UNIT4. ABN AMRO Bank N.V. is acting as independent financial advisor to the Supervisory Board of UNIT4. Goldman Sachs International is acting as financial advisor to Advent.

De Brauw Blackstone Westbroek is acting as legal advisor to UNIT4. Allen & Overy is acting as legal advisor to Advent.

Marlborough Partners is acting as debt advisor, Deloitte as accounting & tax advisor, and Bain & Co as commercial advisor to Advent.

Citigate First Financial is acting as communications advisor to UNIT4, and FTI Consulting is acting as communications advisor to Advent.

Further information

The information in this press release is not intended to be complete. For further information explicit reference is made to the offer memorandum, which is expected to be published during Q1 2014. This offer memorandum will contain further details regarding the Offer.

NOTE: CONFERENCE CALL FOR MEDIA AND ANALYSTS TO BE HELD THIS MORNING

A conference call for media will be hosted today at 8.30 CET: access number: +31 (0) 45 6316902 (NL) or +44 207 153 2027 (international), conference code: 4651343.

An audio webcast for analysts and investors will be hosted today at 10.00 CET. This meeting can be followed on www.UNIT4.com, by accessing this [link](#) or by phone via access number: +31 (0) 45 6316905 (NL) or +44 207 153 2027 (international), conference code: 4651346.

For more information

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About UNIT4 – www.UNIT4.com

UNIT4 is a global cloud-focused business software company aimed at helping dynamic public sector and commercial services organizations to embrace change simply, quickly and cost effectively in a market sector it calls 'Businesses Living IN Change' (BLINC)[™]. UNIT4 incorporates a number of the world's leading change embracing software brands including Agresso, the flagship ERP suite for mid-sized services intensive organizations; Coda, the best-of-class financial management software; and FinancialForce.com, the cloud applications company formed with investment from Salesforce.com.

With operations in 26 countries across Europe, North America, Asia Pacific and Africa and sales activities in several other countries, UNIT4's revenue was EUR 469.8 million in 2012.

UNIT4 is headquartered in Sliedrecht, the Netherlands and has over 4,300 employees. It is listed on Euronext Amsterdam and is included in the Amsterdam Midcap Index (AMX).

About Advent – www.adventinternational.com

Founded in 1984, Advent International is one of the largest and most experienced global investors dedicated solely to private equity. Since inception, the firm has invested in more than 280 buyout transactions in 36 countries and today has €24.3 billion in assets under management. With offices on four continents, Advent has established a globally integrated team of over 170 investment professionals across Europe, North America, Latin America and Asia. The firm focuses on growth and traditional buyout and strategic repositioning transactions across five core sectors, including technology, media and telecoms; business and financial services; healthcare; industrial; and retail, consumer and leisure. After 29 years dedicated to international investing, Advent remains committed to partnering with management teams to deliver sustained revenue and earnings growth in its portfolio companies.

General restrictions

This announcement is for information purposes only and does not constitute an offer or an invitation to acquire or dispose of any securities or investment advice or an inducement to enter into investment activity. This announcement does not constitute an offer to sell or issue or the solicitation of an offer to buy or acquire the securities of UNIT4 in any jurisdiction.

The distribution of this press release may, in some countries, be restricted by law or regulation. Accordingly, persons who come into possession of this document should inform themselves of and observe these restrictions. To the fullest extent permitted by applicable law, Advent and UNIT4 disclaim any responsibility or liability for the violation of any such restrictions by any person. Any failure to comply with these restrictions may constitute a violation of the securities laws of that jurisdiction. Neither Advent, nor UNIT4, nor any of their advisors assumes any responsibility for any violation by any person of any of these restrictions. Any UNIT4 shareholder who is in any doubt as to his position should consult an appropriate professional advisor without delay. This announcement is not to be published or distributed in or to Canada, Japan and the United States.

Forward-looking statements

This press release may include “forward-looking statements” and language indicating trends, such as “anticipated” and “expected.” Although Advent and UNIT4 believe that the assumptions upon which their respective financial information and their respective forward-looking statements are based are reasonable, they can give no assurance that these assumptions will prove to be correct. Neither Advent nor UNIT4, nor any of their advisors accepts any responsibility for any financial information contained in this press release relating to the business or operations or results or financial condition of the other or their respective groups.

11.2 Joint press release dated 16 December 2013

This is a joint press release by UNIT4 N.V. and AI Avocado B.V. pursuant to the provisions of Section 7, paragraph 1 sub a of the Decree on Public Takeover Bids (Besluit openbare biedingen Wft) in connection with the intended public offer by AI Avocado B.V. for all the issued and outstanding ordinary shares in the capital of UNIT4 N.V. This announcement does not constitute an offer, or any solicitation of any offer, to buy or subscribe for any securities in UNIT4 N.V. Any offer will be made only by means of an offer memorandum. This announcement is not for release, publication or distribution, in whole or in part, in or into, directly or indirectly, Canada and Japan.



Joint Press Release

16 December 2013

UPDATE INTENDED OFFER BY ADVENT INTERNATIONAL FOR UNIT4

Sliedrecht/London, 16 December 2013 – Reference is made to the joint press release by AI Avocado B.V. (the “Offeror”), a newly incorporated wholly owned subsidiary of funds managed by Advent International Corporation (“Advent”), and UNIT4 N.V. (“UNIT4”) dated 18 November 2013 in respect of the intended public offer for all issued and outstanding ordinary shares in the capital of UNIT4 N.V. at an offer price of EUR 38.75 (cum dividend) in cash per issued and outstanding ordinary share (the “Offer”).

Pursuant to the provisions of Section 7, paragraph 1 sub a of the Dutch Decree on Public Takeover Bids (*Besluit openbare biedingen Wft*) requiring a public announcement within four weeks following the announcement of an intended public offer to provide a status update, the Offeror and UNIT4 provide the following joint update.

The Offeror and UNIT4 confirm that the companies are making good progress on the preparations for the Offer. The Offeror has submitted a request for review and approval of its offer memorandum with the Netherlands Authority for the Financial Markets (*Stichting Autoriteit Financiële Markten*). The Offeror will publicly announce the availability of the offer memorandum and commencement of the offer period. The Offeror expects to publish the offer memorandum before the end of the year.

Further information

The information in this press release is not intended to be complete. For further information explicit reference is made to the offer memorandum, which is expected to be published before the end of December 2013. The offer memorandum will contain further details regarding the Offer.

For more information

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About UNIT4 – www.unit4.com

UNIT4 is a global cloud-focused business software company aimed at helping dynamic public sector and commercial services organizations to embrace change simply, quickly and cost effectively in a market sector it calls 'Businesses Living IN Change' (BLINC)[™]. UNIT4 incorporates a number of the world's leading change embracing software brands including Agresso, the flagship ERP suite for mid-sized services intensive organizations; Coda, the best-of-class financial management software; and FinancialForce.com, the cloud applications company formed with investment from Salesforce.com.

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Founded in 1984, Advent is one of the largest and most experienced global investors dedicated solely to private equity. Since the inception, the firm has invested in more than 280 buyout transactions in 36 countries and today has EUR 24.3 billion in assets under management. With offices on four continents, Advent has established a globally integrated team of over 170 investment professionals across Europe, North America, Latin America and Asia. The firm focuses on growth and traditional buyout and strategic repositioning transactions across five core sectors, including technology, media and telecoms; business and financial services; healthcare; industrial; and retail consumer and leisure. After 29 years dedicated to international investing, Advent remains committed to partnering with management teams to deliver sustained revenue and earnings growth in its portfolio companies.

General restrictions

This announcement is for information purposes only and does not constitute an offer or an invitation to acquire or dispose of any securities or investment advice or an inducement to enter into investment activity. This announcement does not constitute an offer to sell or issue or the solicitation of an offer to buy or acquire the securities of UNIT4 in any jurisdiction.

The distribution of this press release may, in some countries, be restricted by law or regulation. Accordingly, persons who come into possession of this document should inform themselves of and observe these restrictions. To the fullest extent permitted by applicable law, Advent and UNIT4 disclaim any responsibility or liability for the violation of any such restrictions by any person. Any failure to comply with these restrictions may constitute a violation of the securities laws of that jurisdiction. Neither Advent, nor UNIT4, nor any of their respective advisors assumes any responsibility for any violation by any person of any of these restrictions. Any UNIT4 shareholder who is in any doubt as to his position should consult an appropriate professional advisor without delay. This announcement is not to be published or distributed in or to Canada and Japan.

Forward-looking statements

This press release may include "forward-looking statements" and language indicating trends, such as "anticipated" and "expected." Although Advent and UNIT4 believe that the assumptions upon which their respective financial information and their respective forward-looking statements are based are reasonable, they can give no assurance that these assumptions will prove to be correct. Neither Advent nor UNIT4, nor any of their advisors accepts any responsibility for any financial information contained in this press release relating to the business or operations or results or financial condition of the other or their respective groups.

12. DUTCH LANGUAGE SUMMARY

Dit Hoofdstuk 12 is de Nederlandse samenvatting van het Biedingsbericht dat is uitgegeven ter zake van het openbaar bod dat door de Bieder is uitgebracht op alle aandelen in het geplaatste en uitstaande kapitaal van UNIT4 met inachtneming van de voorwaarden zoals beschreven in het Biedingsbericht.

De gedefinieerde termen in dit Hoofdstuk 12 van het Biedingsbericht hebben de betekenis die daaraan is gegeven in Hoofdstuk 12.2. Deze Nederlandse samenvatting maakt deel uit van het Biedingsbericht, maar vervangt dit niet. Deze Nederlandse samenvatting is niet volledig en bevat niet alle informatie die voor de Aandeelhouders van belang is om zich een afgewogen oordeel te kunnen vormen omtrent het Bod.

Het lezen van deze Nederlandse samenvatting mag derhalve niet worden beschouwd als een alternatief voor het bestuderen van het volledige Biedingsbericht. Aandeelhouders wordt geadviseerd het volledige Biedingsbericht zorgvuldig door te lezen en zo nodig onafhankelijk advies in te winnen teneinde een afgewogen oordeel te kunnen vormen omtrent het Bod. Daarnaast worden Aandeelhouders dringend verzocht hun onafhankelijke professionele adviseur te raadplegen met betrekking tot de fiscale gevolgen van het aanmelden van Aandelen onder het Bod.

Waar deze Nederlandse samenvatting afwijkt van de Engelse tekst van het Biedingsbericht, prevaleert de Engelse tekst.

12.1 Belangrijke informatie

Het uitbrengen van het Bod, de verkrijgbaarstelling van het Biedingsbericht, inclusief deze Nederlandse samenvatting, en/of de verspreiding van enige andere informatie met betrekking tot het Bod, kunnen in bepaalde jurisdicties aan restricties onderhevig zijn. Zie Hoofdstukken 2 (Restrictions) en 3 (Important Information) van het Biedingsbericht. Het Bod wordt direct noch indirect gedaan in, en mag niet worden aanvaard door of namens Aandeelhouders vanuit een jurisdictie waarin het uitbrengen van het Bod of het aanvaarden daarvan niet in overeenstemming is met de in die jurisdictie geldende wet- en regelgeving. Het niet in acht nemen van deze restricties kan een overtreding van de effectenwet- en regelgeving van de desbetreffende jurisdictie opleveren. Advent, de Bieder, UNIT4 en hun respectievelijke adviseurs aanvaarden geen enkele aansprakelijkheid ter zake van overtredingen van voornoemde restricties. Aandeelhouders dienen zo nodig onafhankelijk advies in te winnen omtrent hun positie dienaangaande.

De Bieder behoudt zich het recht voor om in het kader van het Bod de aanmelding van Aandelen te accepteren, zelfs indien dit niet gebeurt in overeenstemming met de bepalingen zoals uiteengezet in het Biedingsbericht.

De informatie en verklaringen opgenomen op het voorblad, op de pagina's 1, 2 en 3 en in de Hoofdstukken 1 tot en met 6 (met uitzondering van de informatie opgenomen in de Hoofdstukken 6.6, 6.8, 6.9, 6.16 en 6.17), 8, 9(b), 9(c), 9(e) 10, 11, 12, 15, 16 en 17 van het Biedingsbericht zijn uitsluitend door de Bieder verstrekt. De informatie opgenomen in de Hoofdstukken 6.6, 6.8, 6.16, 7, 13 en 14 en de verklaring opgenomen in paragraaf 9(f) van het Biedingsbericht is uitsluitend door UNIT4 verstrekt. De informatie in de Hoofdstukken 6.9 en 6.17 en de verklaringen in paragrafen 9(a) en 9(d) zijn door de Bieder en UNIT4 gezamenlijk verstrekt.

Uitsluitend de Bieder en UNIT4 zijn verantwoordelijk voor de juistheid en volledigheid van de informatie die in het Biedingsbericht is verstrekt, ieder afzonderlijk voor de informatie die door henzelf is verstrekt, en gezamenlijk voor de informatie in de Hoofdstukken 6.9 en 6.17 en de verklaringen in paragrafen 9(a) en 9(d) die door hen gezamenlijk is verstrekt.

De Bieder en UNIT4 verklaren ieder afzonderlijk ten aanzien van de informatie die door henzelf in het Biedingsbericht is verstrekt en gezamenlijk ten aanzien van de informatie in de Hoofdstukken 6.9 en 6.17 en de verklaringen in paragrafen 9(a) en 9(d) die door hen gezamenlijk is verstrekt, dat de informatie in het Biedingsbericht, voor zover hen redelijkerwijs bekend kan zijn, in overeenstemming is met de werkelijkheid en dat geen gegevens zijn weggelaten waarvan de vermelding de strekking van het Biedingsbericht zou wijzigen.

De informatie opgenomen in Hoofdstukken 13.3 en het “review” rapport in Hoofdstuk 13.4 is door UNIT4 verkregen van de onafhankelijke accountant van UNIT4, zijnde EY. Ook de controleverklaring opgenomen in Hoofdstuk 14 is door UNIT4 verkregen van EY. UNIT4 bevestigt dat deze informatie op accurate wijze is gereproduceerd en dat geen feiten zijn weggelaten die ervoor zouden zorgen dat de gereproduceerde informatie niet accuraat of misleidend zou zijn.

Getallen in het Biedingsbericht kunnen naar boven of beneden zijn afgerond en dienen derhalve niet als exact te worden beschouwd.

12.2 Nederlandse definities

Aandeelhouder(s)	betekent houder(s) van één of meer Aandelen;
Aandeelhoudersfinanciering	heeft de betekenis die daaraan is gegeven in Hoofdstuk 12.7;
Aandelen	betekent de geplaatste en uitstaande gewone aandelen in het aandelenkapitaal van UNIT4, elk met een nominale waarde van EUR 0,05;
Aangemelde Aandelen	betekent elk Aandeel dat voorafgaand aan of op de Uiterste Dag van Aanmelding op juiste wijze is aangemeld (of op onjuiste wijze, indien de Bieder de Aanmelding desalniettemin heeft aanvaard) en geleverd onder het Bod;
Aanmelding	betekent de aanmelding van Aandelen door de Aandeelhouders ter aanvaarding van het Bod;
Aanmeldingstermijn	betekent de periode gedurende welke de Aandeelhouders hun Aandelen kunnen aanmelden bij de Bieder, beginnend om 09.00 uur, CET, op 23 december 2013 en eindigend om 17:40 uur, CET, op de Uiterste Dag van Aanmelding;
Advent	betekent Advent International Corporation, een vennootschap opgericht naar het recht van de staat Delaware, en kantoorhoudende te 75 State Street, Boston, MA, Verenigde Staten van Amerika;
AFM	betekent de Stichting Autoriteit Financiële Markten;
Ander Relevant Bod	betekent een verplicht bod ingevolge artikel 5:70 Wft, een tenderbod of een partieel bod voor de Aandelen, in elk geval voor een prijs per Aandeel die de Biedprijs overstijgt;
Bieder	betekent AI Avocado B.V., een besloten vennootschap met beperkte aansprakelijkheid, gevestigd te Amsterdam en kantoorhoudende te Naritaweg 165, 1043 BW Amsterdam, Nederland, geregistreerd bij de Kamer van Koophandel onder nummer 59166967;

Bieder Groep	betekent de Bieder en de aan haar Verbonden Partijen;
Biedingsbericht	betekent het Biedingsbericht met betrekking tot het Bod;
Biedprijs	betekent een bedrag van EUR 38,75 per Aangemeld Aandeel in contanten cum dividend, zonder rente en onderworpen aan belastingheffing;
Bob	betekent Besluit Openbare Biedingen Wft;
Bod	betekent het bod zoals in het Biedingsbericht beschreven;
CET	betekent Central European Time;
Concurrerend Bod	<p>betekent een geloofwaardig en schriftelijk voorstel van een bona fide derde partij om (a) een (openbaar) bod uit te brengen voor ofwel alle Aandelen of voor nagenoeg de gehele onderneming van UNIT4 (b) UNIT4 te fuseren met een derde partij of (c) een ander voorstel door een bona fide derde partij waarbij er sprake zou zijn van een change of control van UNIT4 of van vrijwel geheel haar onderneming, welke naar het redelijke oordeel van de Raad van Bestuur en Raad van Commissarissen – na overleg met financiële en juridische adviseurs en met inachtneming van de identiteit en reputatie van de Bieder en die van een dergelijke derde partij, de mate van zekerheid van uitvoering (inclusief financiering op een certain funds basis en merger clearance), de aan het bod verbonden voorwaarden, de aard van de vergoeding en de niet-financiële convenanten voor de bescherming van stakeholders in UNIT4 – een gunstiger bod is dan het Bod zoals opgenomen in de Fusieovereenkomst, en</p> <p>(a) de oorspronkelijke Biedprijs die opgenomen was in de Initiële Aankondiging (exclusief vermeerderingen volgend uit een Herzien Bod) met tien procent (10%) overstijgt, of met vijftien procent (15%), in het geval het een bod betreft met een vergoeding die niet alleen uit contanten bestaat, of meer overstijgt;</p> <p>(b) verplichtingen inhoudt voor een dergelijke bona fide derde partij, welke nagenoeg overeenkomen met diegenen die genoemd worden in Hoofdstukken 6.13(b), 6.13(c), 6.13(e), 6.13(f), 6.13(g), 6.13(h) en 6.13(i) van het Biedingsbericht, of welke beter zijn vanuit het perspectief van UNIT4; en</p> <p>(c) bindend is voor de derde partij in die zin dat een dergelijke partij (i) zich voorwaardelijk heeft verbonden jegens UNIT4 een Concurrerend Bod uit te brengen binnen acht (8) weken na het doen van een openbare mededeling zoals beschreven onder (ii) hierna en (ii) de intentie tot het uitbrengen van een Concurrerend Bod openbaar heeft gemaakt, welke openbaarmaking de voorgenomen prijs per Aandeel inhoudt en de relevante voorwaarden in verband</p>

met een dergelijk bod en het uitbrengen daarvan;

Dag van Gestanddoening	heeft de betekenis die daaraan is gegeven in Hoofdstuk 12.9(c);
Dag van Overdracht	betekent de datum, die niet later zal zijn dan de achtste (8e) Werkdag na de Dag van Gestanddoening, waarop, in overeenstemming met de bepalingen van het Bod, de Bieder de Biedprijs zal betalen aan de Aandeelhouders voor elk Aangemeld Aandeel;
Due Diligence Onderzoek	betekent het due diligence onderzoek uitgevoerd door Advent naar de financiële, operationele, commerciële, juridische en fiscale aspecten van de UNIT4 Groep;
EBITDA	betekent earnings before interest, taxes, depreciation and amortisation;
EY	betekent Ernst & Young Accountants LLP
Euronext Amsterdam	betekent de beurs van Euronext Amsterdam door NYSE Euronext, de gereguleerde markt van Euronext N.V.;
Fusieovereenkomst	betekent de fusieovereenkomst tussen de Bieder en UNIT4 zoals overeengekomen en ondertekend op 17 november 2013;
Gecommitteerde Aandelen	betekent heeft de betekenis die daaraan is gegeven in Hoofdstuk 12.8(a)(ii);
Herzien Bod	betekent een herziening van het Bod, door de Bieder schriftelijk ingediend bij de Raad van Bestuur en de Raad van Commissarissen binnen zeven (7) dagen nadat de Bieder een melding, inhoudende dat een derde partij een Concurrerend Bod heeft gedaan of heeft aangekondigd, heeft ontvangen van UNIT4, en waarbij die voorwaarden van die herziening in de redelijke overtuiging van de Raad van Bestuur en de Raad van Commissarissen, nadat zij hun financieel en juridisch adviseurs geraadpleegd hebben, en handelend in goede trouw en hun verplichtingen onder Nederlands recht in acht nemende, minstens gelijk zijn aan de voorwaarden van het Concurrerend Bod;
Initiële Aankondiging	betekent de door de Bieder en UNIT4 gezamenlijke aankondiging van de voorwaardelijke overeenstemming over de voornaamste voorwaarden van het Bod, gedaan op 18 november 2013;
Materieel Negatieve Verandering	betekent elke verandering, gebeurtenis, omstandigheid of effect (elk een Verandering) die individueel of in samenhang met andere Veranderingen die zich hebben voorgedaan tussen 23 december 2013 en de Uiterste Dag van Aanmelding, een materieel negatief effect heeft, of waarvan het redelijkerwijs waarschijnlijk is dat die een dergelijk effect heeft op de onderneming, de bezittingen, de financiële of handelspositie van UNIT4 Groep als geheel tezamen, dat van zodanige aard is dat van de Bieder redelijkerwijs niet kan worden verwacht dat zij het Bod gestand zal doen, met dien verstande dat, voor de vaststelling of sprake is of zal zijn van een

Materieel Negatieve Verandering, Veranderingen niet zullen worden meegenomen die:

- (a) een algehele economische teruggang, of in die delen van de economie die direct of indirect invloed hebben op de onderneming van de UNIT4 Groep;
- (b) ontwikkelingen met betrekking tot de Europese Unie, haar lidstaten (inclusief lidstaten die de Europese Unie verlaten) en de Euro zone (inclusief een of meer lidstaten die de Euro zone verlaten of daartoe gedwongen worden of die hun verplichtingen onder hun leningsovereenkomsten niet nakomen);
- (c) bekend waren of redelijkerwijs hadden behoren te zijn aan de Bieder of zijn adviseurs voorafgaand aan de datum hiervan, ten gevolge van de redelijke openbaarmaking (fair disclosure) in het Due Diligence Onderzoek of informatie beschikbaar in het publieke domein voorafgaand aan de datum van de Fusieovereenkomst, inclusief informatie opgenomen door een lid van de UNIT4 Groep bij wijze van publieke registratie in een openbaar register of gepubliceerd door UNIT4 als gevolg van toepassing zijnde wetten en regelgeving;
- (d) de aankondiging, het uitbrengen en het implementeren van het Bod betreffen;
- (e) een wijziging inhouden van wetten, regelgeving, verslaggevingsstandaarden of de interpretatie daarvan, na de datum van de Fusieovereenkomst; en

Medewerkers Participatieregelingen	betekent de medewerkers participatieregelingen zoals beschreven in de Hoofdstukken 6.8(c) en 7.13;
Minimale Acceptatie Voorwaarde	heeft de betekenis die daaraan is gegeven in Hoofdstuk 12.8(a)(ii);
Na-aanmeldingstermijn	betekent een periode van niet meer dan twee (2) weken na afloop van de Aanmeldingstermijn gedurende welke Aandeelhouders die hun Aandelen nog niet hebben aangemeld onder het Bod de kans wordt gegeven dit alsnog te doen, op dezelfde wijze en onder dezelfde voorwaarden als opgenomen in het Biedingsbericht;
Omwissel- en Betaalkantoor	betekent Rabobank International;
One-Tier Board	betekent de one-tier board van UNIT4, effectief per 1 januari 2014;
Optieovereenkomst	betekent de cumulatief beschermingspreferente aandelen koopoptieovereenkomst tussen de Stichting en UNIT4;
Peildatum	betekent 11 oktober 2013;
Position Statement	betekent de standpuntbepaling van de Raad van Bestuur en de Raad

	van Commissarissen, die geen onderdeel uitmaakt van het Biedingsbericht;
Raad van Bestuur	betekent de raad van bestuur van UNIT4;
Raad van Commissarissen	betekent de raad van commissarissen van UNIT4;
Speciale Commissie	heeft de betekenis die daaraan is gegeven in Hoofdstuk 12.11;
Stichting	betekent de Stichting Continuïteit UNIT4;
Toegelaten Instellingen	betekent de tot Euronext Amsterdam toegelaten instellingen;
Toepasselijke Regelgeving	betekent alle toepasselijke wet- en regelgeving, inclusief maar niet beperkt tot de toepasselijke bepalingen van en alle nadere regelgeving en beleidsregels die zijn vastgesteld of anderszins gelding hebben krachtens de Wft, het Bob, de beleidsregels en instructies van de AFM, de Wet op de ondernemingsraden, het SER-Besluit Fusiegedragsregels 2000, de regelgeving en beleidsregels van Euronext Amsterdam, en voor zover van toepassing, het Burgerlijk Wetboek, en de relevante effecten- en medezeggenschapsregelgeving in andere relevante jurisdicties en relevante mededingingswetgeving;
UNIT4 Aandeelhoudersvergadering	betekent de informatieve aandeelhoudersvergadering van UNIT4, die zal worden gehouden ingevolge artikel 18 lid 1 van het Bob ten minste zes (6) Werkdagen voor afloop van de Aanmeldingstermijn;
UNIT4 Groep	betekent UNIT4 en de met haar verbonden groepsmaatschappijen;
Uiterste Dag van Aanmelding	betekent de tijd en datum waarop het Bod afloopt, zijnde om 17:40 uur, CET, op 28 februari 2014, tenzij de Aanmeldingstermijn is verlengd in overeenstemming met artikel 15 van het Bob, in welk geval de Uiterste Dag van Aanmelding zal zijn de dag waarop de verlengde Aanmeldingstermijn afloopt;
Uitkering	betekent elk dividend of andere uitkering op de Aandelen;
Voorwaarden	betekent de opschortende voorwaarden met betrekking tot het Bod zoals uiteengezet in Hoofdstuk 12.8(a);
Verbonden Partijen	betekent in relatie tot the Bieder en/of UNIT4, een dochtermaatschappij of moedervernootschap van de Bieder en/of UNIT4 en een dochtermaatschappij van een dergelijk moedervernootschap, in ieder geval van tijd tot tijd. De Verbonden Partijen van de Bieder bevatten in ieder geval niet de portfolio ondernemingen van de betreffende private equity fondsen;
Werkdag(en)	betekent een dag anders dan een zaterdag of zondag waarop banken in Nederland, ingevolge de Algemene Bank-CAO, en Euronext Amsterdam open zijn; en
Wft	betekent Wet op het financieel toezicht.

12.3 Uitnodiging aan de Aandeelhouders

Onder verwijzing naar de verklaringen, voorwaarden en beperkingen zoals opgenomen in de Hoofdstukken 2 (Restrictions) en 3 (Important Information) van het Biedingsbericht worden Aandeelhouders uitgenodigd om hun Aandelen aan te bieden op de wijze en onder de voorwaarden zoals in dit Biedingsbericht beschreven.

12.4 Het Bod

De Bieder brengt het Bod uit teneinde alle Aandelen te verwerven van de Aandeelhouders, onder de voorwaarden en conform de bepalingen en beperkingen zoals opgenomen in het Biedingsbericht. Op voorwaarde dat het Bod gestand wordt gedaan, zullen de Aandeelhouders de Biedprijs per Aangemeld Aandeel ontvangen.

De Biedprijs vertegenwoordigt:

- (i) een premie van 32,4% ten opzichte van de slotkoers per Aandeel op Euronext Amsterdam op de Peildatum;
- (ii) een premie van 42,4% ten opzichte van de gemiddelde slotkoers per Aandeel op Euronext Amsterdam gedurende een periode van 3 (drie) maanden eindigend op de Peildatum;
- (iii) een premie van 45,0% ten opzichte van de gemiddelde slotkoers per Aandeel op Euronext Amsterdam gedurende een periode van 6 (zes) maanden eindigend op de Peildatum;
- (iv) een premie van 55,0% ten opzichte van de gemiddelde slotkoers per Aandeel op Euronext Amsterdam gedurende een periode van 12 (twaalf) maanden eindigend op de Peildatum;
- (v) een premie van 31,2% ten opzichte van hoogste slotkoers per aandeel op Euronext Amsterdam gedurende een periode van 10 (tien) jaar eindigend op de Peildatum;
- (vi) een premie van 19,2% ten opzichte van de mediaan van de koersdoelen van analisten voor de Aandelen, gepubliceerd na UNIT4's H1 resultaten op 21 augustus 2013 tot en met de Peildatum (de mediaan van het koersdoel van analisten bedroeg EUR 32,50). De meegenomen onderzoeksanalisten betreffen: ABN AMRO, Goldman Sachs, ING, Kepler Chevreux, Rabobank, Petercam en SNS Securities;

Ter vergelijking, de mediaan van de premie betaald over de genormaliseerde aandelenkoers (slotkoers per aandeel op de dag voor aankondiging van de transactie of materiële openbare speculatie over een transactie, indien van toepassing) bij openbare biedingen door financiële investeerders op 100% van de aandelen van Nederlandse vennootschappen genoteerd aan Euronext Amsterdam met een equity value groter dan EUR 250 miljoen die werden aangekondigd en afgerond in de periode tussen 1 januari 2004 en de Peildatum, is 26,0%. De geselecteerde transacties zijn: Vendex KBB / VDXK (KKR/Alpinvest), VNU / Valcon Acquisition, Nedschroef / Gilde Buy Out, Endemol / Cyrte, GSCP en Mediaset, Univar / Ulysses (CVC and Parcom), Stork / Candover, Gamma Holding / Gilde Buy Out and Parcom, Mediq / Advent International, en DEMB / JAB.

12.5 Biedprijs

Voor elk aangemeld Aandeel biedt de Bieder een vergoeding van EUR 38,75 (achtendertig euro en vijfenzeventig euro cent) in contanten cum dividend (de **Biedprijs**).

Indien enige dividenduitkering of andere uitkering (elk een **Uitkering** en tezamen de **Uitkeringen**) op de Aandelen wordt vastgesteld door UNIT4 (waarbij de record date die bepalend is voor

gerechtigheid tot een dergelijke Uitkering gelegen is vóór de Dag van Overdracht), zal de Biedprijs worden verminderd met het volledige bedrag van een dergelijke Uitkering gedaan door UNIT4 per Aandeel (vóór toepassing van enige relevante heffingen).

Elke aanpassing van de Biedprijs ten gevolge van een Uitkering vastgesteld door UNIT4 zal door middel van een persbericht in overeenstemming met Hoofdstuk 5.11 (Announcements) van het Biedingsbericht kenbaar worden gemaakt.

12.6 Rationale van het Bod

In verband met de ontwikkelingen in de markt voor bedrijfssoftware, heroverweegt UNIT4 haar alternatieven op regelmatige basis. UNIT4 gelooft dat de markt voor bedrijfssoftware op een kritiek punt is aanbeland, waarbij investeringen nodig zijn om mee te gaan met de technologische ontwikkelingen, om kansen te benutten en haar concurrentiepositie te behouden.

Een lange termijn benadering in private sfeer zal ervoor zorgen dat UNIT4 het bedrijfsmodel kan ontwikkelen en de nodige investeringen kan doen. De Raad van Bestuur en de Raad van Commissarissen handelden volgens hun fiduciare verplichtingen door zorgvuldig alle mogelijke alternatieven voor UNIT4 te bekijken. Na een competitief proces bood Advent de hoogste prijs en de beste niet-financiële convenanten. Advent heeft veel ervaring met lange termijn investeringen in technologiebedrijven.

Advent beoogt UNIT4 te steunen in haar groei, en UNIT4 te maken tot een wereldwijde leider in SaaS bedrijfstoepassingen. Om dit doel te bereiken is Advent met de Raad van Bestuur gekomen tot een gezamenlijk strategisch plan. Dit plan richt zich er voornamelijk op (i) inkomsten te genereren uit SaaS en abonnementsgelden in plaats van licentie-inkomsten, (ii) the bedrijfsvoering van de UNIT4 Groep uitbreiden naar andere geografische gebieden buiten Nederland, (iii) de aanwezigheid van de UNIT4 Groep in verschillende verticale markten verdiepen, (iv) het bouwen van toepassingen van hoge kwaliteit, (v) investeren in zichtbaarheid en merkherkenning, (vi) het nastreven van groei in de markt voor bedrijfssoftware door operationele excellentie en (vii) het nastreven van gerichte overnames.

Advent ziet FinancialForce.com ook als een belangrijke groeifactor, en wil hier zeker investeringen in doen. Ook wil Advent investeringen doen op andere vlakken, om de ontwikkeling van het bedrijfsmodel van UNIT4 te bespoedigen.

12.7 Financiering van het Bod

De Bieder heeft in het persbericht van 18 november 2013 aangekondigd over voldoende middelen te beschikken om het Bod te financieren.

Het Bod waardeert 100% van de Aandelen op EUR 1.172 miljoen. Het Bod waardeert 100% van de Aandelen op EUR 1.172 miljoen. Deze waardering van het Bod op EUR 1.172 miljoen is gebaseerd op de Biedprijs (EUR 38,75 cum dividend), vermenigvuldigd met het aantal volledig verwaterde aandelen (30.257.541), welk aantal gelijk is aan de som van de huidige uitstaande gewone aandelen (29.691.331), de prestatieaandelen (174.540), de opties onder het aandelenoptieplan 2009 (186.670) en de opties onder het aandelenoptieplan 2011 (205.000).

De Bieder zal het Bod financieren door gebruik te maken van een combinatie van EUR 605 miljoen aan vreemd vermogen, waarbij het restant van de financiering (die naar verwachting ongeveer 770 miljoen gedraagt) samengesteld is met eigen vermogen en aandeelhoudersleningen (gezamenlijk **Aandeelhoudersfinanciering**), welke een waarde vertegenwoordigen die voor meer dan 50% bijdraagt aan de enterprise value van UNIT4. De schuldfinanciering en Aandeelhoudersfinanciering

zullen gezamenlijk de aankoop van de Aandelen onder het Bod, de herfinanciering van de bestaande schuldfinanciering in de UNIT4 Groep en het voldoen van vergoedingen en kosten financieren.

In het kader van de financiering van het Bod, heeft de Bieder zich verzekerd van volledig gecommiteerde Aandeelhoudersfinanciering en schuldfinanciering, waarbij de Aandeelhoudersfinanciering gefinancierd zal worden door bepaalde Advent fondsen en het pakket aan schuldfinanciering wordt verkregen van een consortium van Europese financiële instellingen met een goede reputatie. Zowel de Aandeelhoudersfinanciering als de schuldfinanciering is volledig gecommiteerd.

De gecommiteerde Aandeelhoudersfinanciering en schuldfinanciering zijn overeengekomen onder gebruikelijke voorwaarden, die overeenkomen met de voorwaarden van het Bod en die marktconform zijn. De Bieder heeft geen reden om aan te nemen dat deze voorwaarden niet zullen zijn voldaan op of voor de Dag van Overdracht.

12.8 Voorwaarden, afstand en vervulling

(a) Voorwaarden

Niettegenstaande de andere bepalingen in het Biedingsbericht, is de Bieder verplicht het Bod gestand te doen indien aan elk van de volgende Voorwaarden wordt voldaan, tenzij daarvan afstand wordt gedaan op of voor de Uiterste Dag van Aanmelding:

- (i) (i) de Europese Commissie en de betreffende mededingingsautoriteit in de Verenigde Staten van Amerika hebben ieder een besluit uitgevaardigd met betrekking tot het Bod, waarin zij hun goedkeuring verlenen voor de voorgestelde concentratie, ongeacht of deze goedkeuring onderworpen is aan enige voorwaarden of verplichtingen, mits die voorwaarden of verplichtingen enkel invloed hebben op de UNIT4 Groep, of hebben aangegeven dat geen goedkeuring vereist is, (ii) het verstrijken, verlopen of eindigen van alle toepasselijke wachttijden of andere periodes (inclusief verlengingen daarvan) onder enige toepasselijke wetgeving of regelingen in de relevante jurisdicties, of (iii) het Bod of enig deel daarvan wordt in overeenstemming met de toepasselijke wetgeving naar een andere mededingingsautoriteit verwezen, waarvan de relevante goedkeuring wordt verkregen of waarbij de wachttijd verstrijkt, verloopt of eindigt;
- (ii) het totale aantal Aandelen (i) aangemeld onder het Bod, en (ii) rechtstreeks of niet rechtstreeks gehouden door de Bieder of een van haar Verbonden Partijen of onvoorwaardelijk en onherroepelijk schriftelijk door Aandeelhouders tot verkoop aan de Bieder of haar Verbonden Partijen toegezegd, op de enige voorwaarde dat het Bod gestand wordt gedaan (tezamen de **Gecommiteerde Aandelen**), moet ten minste vijftachtig procent (85%) van het totale geplaatste aandelenkapitaal van UNIT4 op basis van volledig verwatering op de Uiterste Dag van Aanmelding vertegenwoordigen (de **Minimale Acceptatie Voorwaarde**);
- (iii) de Stichting zal haar koopoptierecht onder de Optieovereenkomst niet geheel of gedeeltelijk hebben uitgeoefend en er zullen geen cumulatief beschermingspreferente aandelen in UNIT4 zijn uitgegeven en de Stichting zal geen verzoek ingediend hebben voor een enquêteonderzoek op grond van artikel 2:346 sub (c) van het Burgerlijk Wetboek, en de Stichting zal onherroepelijk, en met als enige voorwaarde dat het Bod gestand wordt gedaan, afstand gedaan hebben van haar recht om de koopoptie onder de Optieovereenkomst ten aanzien van de cumulatief beschermingspreferente aandelen in het kapitaal van UNIT4 uit te oefenen;
- (iv) er heeft zich geen Materieel Negatieve Verandering voorgedaan;

- (v) de Raad van Bestuur noch de Raad van Commissarissen hebben hun aanbeveling ingetrokken of gewijzigd en geen van de leden van de Raad van Bestuur of Raad van Commissarissen hebben enige actie genomen of toegestaan of hebben een openbare mededeling gedaan of toegestaan die het Bod benadeelt of tegenwerkt;
- (vi) er is geen openbare mededeling gedaan met betrekking tot (i) een Concurrerend Bod, of (ii) een Ander Relevant Bod;
- (vii) geen derde heeft een recht verkregen, of een overeenkomst bereikt, om zich aan te melden voor Aandelen, met uitzondering van de rechten om aandelen in UNIT4 te verkrijgen onder de Optieovereenkomst of de Medewerkers Participatieregelingen;
- (viii) er is geen bevel, aanhouding, uitspraak of vonnis uitgevaardigd door enige rechtbank, arbitraal college, regering, overheidsinstantie of andere toezichthoudende of administratieve instantie, en van kracht, of enig statuut, regel, wetgeving, overheidsaanwijzing of maatregel van toepassing is verklaard op het Bod welke het afronden van het Bod op enige wezenlijke wijze kan beperken;
- (ix) geen mededeling is ontvangen van de AFM, waarin wordt gesteld dat het Bod is gedaan in strijd met hoofdstuk 5.5 van de Wft of de bepalingen van het Bob en dat, ingevolge artikel 5:80 van de Wft, effecteninstellingen niet zouden mogen meewerken aan de uitvoering en voltooiing van het Bod;
- (x) handel in de Aandelen is niet permanent opgeschort door Euronext Amsterdam;
- (xi) UNIT4 heeft geen inbreuk gemaakt op enige bepaling uit de Fusieovereenkomst, voorzover deze inbreuk naar verwachting (i) redelijkerwijs materieel negatieve consequenties heeft of kan hebben voor UNIT4, de Bieder of het Bod en (ii) niet kan worden hersteld binnen tien (10) dagen na ontvangst door UNIT4 van een schriftelijke aanmaning van de Bieder of niet is hersteld binnen tien (10) dagen na ontvangst door UNIT4 van een schriftelijke aanmaning van de Bieder; en
- (xii) de Bieder geen inbreuk heeft gemaakt op enige bepaling uit de Fusieovereenkomst, voorzover deze inbreuk naar verwachting (i) redelijkerwijs materieel negatieve consequenties heeft of kan hebben voor UNIT4 of het Bod en (ii) niet kan worden hersteld binnen tien (10) dagen na ontvangst door de Bieder van een schriftelijke aanmaning van UNIT4 of niet is hersteld binnen tien (10) dagen na ontvangst door de Bieder van een schriftelijke aanmaning van UNIT4.

(b) Afstand

Alle Voorwaarden uiteengezet in Hoofdstuk 12.8(a) (met uitzondering van paragrafen (a)(ii), (a)(viii), (a)(ix), (a)(x) en (a)(xii) daarvan), zijn uitsluitend opgenomen ten behoeve van de Bieder en hiervan mag, voor zover toegestaan op grond van de wet, te allen tijde afstand worden gedaan door de Bieder (geheel of gedeeltelijk), door middel van een schriftelijke kennisgeving aan UNIT4;

Voor afstand van de Minimale Acceptatie Voorwaarde zoals weergegeven in Hoofdstuk 12.8(a)(ii) is vereist dat de One-Tier Board voorafgaande schriftelijke toestemming geeft wanneer het totaal van de Gecommitteerde Aandelen minder bedraagt dan vijfenzeventig procent (75%) van UNIT4 haar geplaatst kapitaal, exclusief de aandelen die gehouden worden door UNIT4 of een van haar groepsmaatschappijen voor eigen rekening, op de Uiterste Dag van Aanmelding.

De Voorwaarden uiteengezet in Hoofdstuk 12.8(a)(viii), 12.8(a)(ix) en 12.8(a)(x) zijn opgenomen ten behoeve van zowel de Bieder als UNIT4 en hiervan mag, voor zover toegestaan op grond van de

wet, door middel van een schriftelijke kennisgeving afstand worden gedaan door beide partijen gezamenlijk.

De Voorwaarde uiteengezet in Hoofdstuk 12.8(a)(xii) is uitsluitend opgenomen ten behoeve van UNIT4 en hiervan mag, voor zover toegestaan op grond van de wet, te allen tijde (geheel of gedeeltelijk) afstand worden gedaan door UNIT4, door middel van een schriftelijke kennisgeving aan de Bieder.

(c) **Vervulling van Voorwaarden**

De vervulling van elk van de Voorwaarden hangt niet af van de wil van de Bieder overeenkomstig de in artikel 12 lid 2 van het Bob opgenomen verbodsbepaling.

Zowel de Bieder als UNIT4 zal zijn uiterste best doen om zo snel als redelijkerwijs mogelijk blijkt de vervulling van de Voorwaarden te bewerkstelligen, met dien verstande dat uiterste best inhoudt dat: met betrekking tot Voorwaarde 12.8(a)(i), van de Bieder wordt verlangd om in geval van mogelijke zorgen van de Europese Commissie, zulke remedies aan te bieden die nodig zijn om te verzekeren dat Voorwaarde 12.8(a)(i) zo spoedig mogelijk vervuld wordt, vooropgesteld dat deze remedies enkel de UNIT4 Groep beïnvloeden.

Wanneer op enig moment de Bieder of UNIT4 kennis neemt van een feit dat of omstandigheid die ertoe zou kunnen leiden dat een Voorwaarde niet wordt vervuld, zal de Bieder respectievelijk UNIT4 daarvan onmiddellijk schriftelijk op de hoogte worden gesteld.

12.9 Aanmelding

(a) **Aanmeldingstermijn**

De aanmeldingstermijn vangt aan om 09:00 uur, CET, op 23 december 2013 en eindigt om 17:40 uur, CET, op 28 februari 2014, tenzij de Aanmeldingstermijn wordt verlengd in overeenstemming met Hoofdstuk 12.9(d) (Verlenging).

Indien aan alle Voorwaarden van het Bod is voldaan of, voor zover van toepassing, daarvan afstand is gedaan, zal de Bieder alle Aandelen aanvaarden die op geldige wijze zijn aangemeld (of op ongeldige wijze, indien de Bieder de aanmelding desalniettemin heeft aanvaard) en niet zijn ingetrokken ingevolge artikel 5b lid 5, artikel 15 leden 3 en 8 en artikel 15a lid 3 van het Bob, met inachtneming van de procedures zoals uiteengezet in Hoofdstuk 12.10.

(b) **Recht tot intrekking**

Aandelen die zijn aangemeld op of voorafgaand aan de Uiterste Dag van Aanmelding mogen niet worden ingetrokken, behoudens het recht tot intrekking van elke aanmelding:

- (i) gedurende enige verlenging van de Aanmeldingstermijn in overeenstemming met de bepalingen in artikel 15 lid 3 van het Bob;
- (ii) na een aankondiging van een verplicht openbaar bod in overeenstemming met de bepalingen van artikel 5b lid 5 van het Bob (mits dergelijke Aandelen al aangemeld waren voorafgaand aan de aankondiging en werden ingetrokken binnen zeven (7) Werkdagen na de aankondiging);
- (iii) na indiening van een succesvol verzoek tot het vaststellen van een redelijke prijs voor een verplicht openbaar bod in overeenstemming met de bepalingen van artikel 15 lid 8 van het

Bob (mits dergelijke Aandelen al aangemeld waren voorafgaand aan het verzoek en werden ingetrokken binnen zeven (7) Werkdagen na de beslisdatum); of

- (iv) na de verhoging van de Biedprijs die erin resulteert dat de Biedprijs niet langer bestaat uit slechts contanten en er een document dat daaraan gerelateerd is algemeen verkrijgbaar wordt gemaakt in overeenstemming met de bepalingen in artikel 15a lid 3 van het Bob (mits dergelijke Aandelen reeds aangemeld waren voorafgaand aan het algemeen verkrijgbaar stellen van het document en werden ingetrokken binnen zeven (7) dagen nadat het document algemeen verkrijgbaar is gesteld).

Indien de Aanmeldingstermijn verlengd wordt, zullen alle Aandelen die hiervoor zijn aangemeld en niet worden ingetrokken onder het Bod vallen. Aandelen die zijn aangemeld gedurende een verlenging van de Aanmeldingstermijn kunnen niet worden ingetrokken, behoudens hetgeen bepaald in artikel 5b lid 5, artikel 15 leden 3 en 8 en artikel 15a lid 3 van het Bob, zoals hierboven in deze paragraaf is bepaald.

(c) **Gestanddoening**

Het Bod wordt gedaan onder voorbehoud van de vervulling van de Voorwaarden zoals uiteengezet in Hoofdstuk 12.8(a). Van de Voorwaarden kan afstand worden gedaan, voor zover toegestaan bij wet of overeenkomst, zoals uiteengezet in Hoofdstuk 12.8(b). Indien de Bieder of UNIT4 voornemens is geheel of gedeeltelijk afstand te doen van één of meerdere Voorwaarden in overeenstemming met het bepaalde in Hoofdstuk 12.8(b), dan zal de Bieder daarvan kennis geven aan de Aandeelhouders zoals voorgeschreven door de Toepasselijke Regelgeving.

De Bieder zal niet later dan op de derde (3e) Werkdag na de Uiterste Dag van Aanmelding, zijnde de **Dag van Gestanddoening**, vaststellen of aan de Voorwaarden is voldaan dan wel daarvan afstand is gedaan als uiteengezet in Hoofdstuk 12.8(b), voor zover wettelijk toegestaan. Bovendien zal de Bieder op de Dag van Gestanddoening een openbare aankondiging doen inhoudende dat ofwel (i) het Bod gestand wordt gedaan, ofwel (ii) het Bod wordt verlengd in overeenstemming met artikel 15 van het Bob, ofwel (iii) het Bod wordt beëindigd omdat niet is voldaan aan de Voorwaarden en daarvan geen afstand is gedaan, alles met inachtneming van Hoofdstuk 12.8(b), 12.8(c) en artikel 16 van het Bob. Indien het Bod niet gestand wordt gedaan, zal de Bieder dit besluit motiveren.

Indien de Bieder aankondigt het Bod gestand te doen, zal de Bieder de Aangemelde Aandelen accepteren en kan zij het Bod laten voortduren gedurende een Na-aanmeldingstermijn, zoals uiteengezet in Hoofdstuk 12.9(e).

(d) **Verlenging**

Indien één of meer van de Voorwaarden als uiteengezet in Hoofdstuk 12.8(a) niet is vervuld op de Uiterste Dag van Aanmelding of indien hiervan geen afstand is gedaan in overeenstemming met Hoofdstuk 12.8(b), dan kan de Bieder indien zij daarvoor kiest in overeenstemming met artikel 15 leden 1 en 2 van het Bob, de Aanmeldingstermijn verlengen voor een minimale periode van twee (2) weken en een maximale periode van tien (10) weken teneinde deze Voorwaarden in vervulling te doen gaan of daarvan afstand te doen. Indien de One-Tier Board hier schriftelijk om verzoekt, moet de Bieder de Aanmeldingstermijn met twee (2) weken verlengen, behalve in het geval een Concurrerend Bod of Ander Relevant Bod is gedaan.

Verlenging van de Aanmeldingstermijn kan éénmalig (verlenging voor meer dan één periode is slechts mogelijk met goedkeuring van de AFM, welke alleen in uitzonderlijke omstandigheden gegeven zal worden). Ingeval van een dergelijke verlenging zullen alle verwijzingen in het Biedingsbericht naar 17:40 uur, CET, op de Uiterste Dag van Aanmelding, wijzigen naar de laatste datum en tijd van de verlengde Aanmeldingstermijn, tenzij uit de context anderszins blijkt.

Indien het Bod wordt verlengd, zodat de verplichting op grond van artikel 16 van het Bob om aan te kondigen of gestanddoening van het Bod wordt uitgesteld, zal een openbare mededeling in die zin uiterlijk dienen te worden gedaan op de derde (3e) Werkdag na de Uiterste Dag van Aanmelding, in overeenstemming met de bepalingen van artikel 15 leden 1 en 2 van het Bob. Indien de Bieder de Aanmeldingstermijn verlengt, zal het Bod aflopen op de uiterste datum en tijd waarop de Bieder de Aanmeldingstermijn verlengd.

Gedurende een verlenging van de Aanmeldingstermijn blijft elk Aandeel dat is aangemeld en niet is ingetrokken onderworpen aan het Bod, behoudens het recht van elke Aandeelhouder om de Aandelen die hij of zij reeds heeft aangemeld in te trekken, in overeenstemming met artikel 15 lid 3 van het Bob en behoudens de intrekingsrechten die beschikbaar zijn op grond van artikel 5b lid 5, artikel 15 lid 8 en artikel 15a lid 3 van het Bob zoals bepaald in Hoofdstuk 12.9(b).

(e) **Na-aanmeldingstermijn**

Indien de Bieder aankondigt het Bod gestand te doen, zal de Bieder, in overeenstemming met artikel 17 van het Bob, binnen drie (3) Werkdagen na de Dag van Gestanddoening een Na-aanmeldingstermijn aankondigen van maximaal twee (2) weken, gedurende welke termijn Aandeelhouders die hun Aandelen niet hebben aangemeld gedurende de Aanmeldingstermijn alsnog hun Aandelen onder dezelfde voorwaarden als het Bod mogen aanmelden.

De Bieder zal de resultaten van de Na-aanmeldingstermijn en het totale aantal en percentage van de door haar gehouden Aandelen uiterlijk op de derde (3e) Werkdag na afloop van de Na-aanmeldingstermijn publiekelijk mededelen, in overeenstemming met artikel 17 lid 4 van het Bob. Tijdens een dergelijke Na-aanmeldingstermijn zal de Bieder doorgaan met het aanvaarden van alle Aandelen die op geldige wijze zijn aangemeld (of op ongeldige wijze, indien de Bieder de aanmelding desalniettemin heeft aanvaard) en betaling voor dergelijke Aandelen zal plaatsvinden zo snel als redelijkerwijs mogelijk is, maar in ieder geval niet later dan op de achtste (8e) Werkdag na afloop van de laatste dag van de Na-aanmeldingstermijn.

Gedurende de Na-aanmeldingstermijn hebben Aandeelhouders die hun Aandelen gedurende de Aanmeldingstermijn of gedurende de Na-aanmeldingstermijn op geldige wijze hebben aangemeld (of op ongeldige wijze, indien de Bieder de aanmelding desalniettemin heeft aanvaard) niet het recht om hun Aandelen in te trekken.

(f) **Overdracht**

Indien de Bieder aankondigt het Bod gestand te doen, zullen Aandeelhouders die hun Aandelen ter aanvaarding van het Bod op geldige wijze hebben aangemeld (of op ongeldige wijze, indien de Bieder de aanmelding desalniettemin heeft aanvaard) en hun Aandelen hebben geleverd voor aanvaarding op grond van het Bod op of voorafgaand aan de Uiterste Dag van Aanmelding, binnen acht (8) Werkdagen volgend op de Dag van Gestanddoening (de **Dag van Overdracht**), de Biedprijs ontvangen voor elk Aangemeld Aandeel, vanaf welk moment ontbinding of vernietiging van een aanmelding of levering niet zal zijn toegestaan. Overdracht zal enkel plaatsvinden indien het Bod gestand wordt gedaan.

12.10 Aanvaarding door Aandeelhouders

Aandeelhouders die hun Aandelen houden via een Toegelaten Instelling worden verzocht om hun Aanmelding via hun bank of commissionair niet later dan om 17:40 uur, CET, op de Uiterste Dag van Aanmelding kenbaar te maken, tenzij de Aanmeldingstermijn is verlengd overeenkomstig Hoofdstuk 12.9(d). De bewaarnemer, bank of commissionair kan een eerdere uiterste datum vaststellen voor de communicatie door Aandeelhouders zodat de bewaarnemer, bank of

commissionair voldoende tijd heeft om de Aanmelding door te geven aan het Omwissel- en Betaalkantoor.

Toegelaten Instellingen mogen de Aanmeldingen slechts indienen bij het Omwissel- en Betaalkantoor en alleen in schriftelijke vorm. Bij het indienen van de Aanmeldingen dienen Toegelaten Instelling te verklaren dat: (i) zij de aangemelde Aandelen in hun administratie hebben opgenomen; (ii) de betrokken Aandeelhouder onherroepelijk garandeert dat hij/zij zal voldoen aan alle restricties die worden genoemd in de Hoofdstukken 2 (Restrictions) en 3 (Important Information) van het Biedingsbericht; en (iii) zij zich verplicht om de Aangemelde Aandelen tegen ontvangst van de Biedprijs te leveren aan de Bieder op de Dag van Overdracht, onder voorwaarde dat het Bod gestand is gedaan.

Met inachtneming van artikel 5b lid 5, artikel 15 leden 3 en 8 en artikel 15a lid 3 van het Bob, zal het aanmelden van Aandelen als aanvaarding van het Bod leiden tot onherroepelijke instructies om (i) de levering van de Aangemelde Aandelen tegen te houden, zodat op of voorafgaand aan de Dag van Overdracht geen van de leveringen van de Aandelen uitgevoerd kan worden (anders dan aan het Omwissel- en Betaalkantoor op of voorafgaand aan de Dag van Overdracht indien het Bod gestand wordt gedaan en de Aandelen aanvaard zijn voor aankoop of indien intrekingsrechten beschikbaar zijn in overeenstemming met Hoofdstuk 12.9(b)) en om (ii) de effectenrekening waarop dergelijke Aandelen worden gehouden op de Dag van Overdracht te debiteren ten aanzien van de Aangemelde Aandelen, tegen betaling bij het Omwissel- en Betaalkantoor van de Biedprijs per Aandeel.

12.11 Besluitvorming en aanbeveling van de Raad van Bestuur en de Raad van Commissarissen

Verschillende private equity investeringsfondsen hebben gedurende verschillende jaren regelmatig, informeel contact gezocht met leden van de Raad van Bestuur. De Raad van Bestuur en de Raad van Commissarissen van UNIT4 hebben zulke regelmatige, informele communicatie niet aangemoedigd of ontmoedigd. Deze communicatie resulteerde in een uiting van serieuze interesse door één van deze private equity investeringsfondsen om onderzoek te doen naar een mogelijk overnamebod in de zomer van 2012. In antwoord op die ontwikkeling is er op dat moment een speciale commissie van de Raad van Commissarissen aangesteld (bestaande uit de heer Philip Houben en de heer Rob Ruijter), de **Speciale Commissie**. De gesprekken met dat private equity fonds leidden niet tot een transactie.

Gedurende de zomer van 2013 ontving UNIT4 verdere uitingen van interesse van verschillende partijen. De Speciale Commissie overzag de discussies met deze partijen om een gestructureerd proces te waarborgen en de belangen van alle stakeholders van UNIT4 te behartigen.

Na de publicatie van een persbericht op 14 oktober 2013 waarin werd medegedeeld dat verschillende partijen interesse hebben geuit in UNIT4, is UNIT4 benaderd door meer partijen die eveneens hebben aangegeven interesse te hebben in een eventuele overname. Alle andere geïnteresseerde partijen, waaronder zowel private equity investeerders alsook andere bedrijven, zijn gevraagd een letter of interest te overleggen. De Raad van Bestuur en de Raad van Commissarissen hebben de letters of interest zorgvuldig geëvalueerd, net zoals de oorspronkelijke toenaderingen en nodigde andere potentiële bidders uit om aan het proces deel te nemen. Het proces bleef competitief totdat een definitieve overeenkomst werd gesloten met Advent.

Gedurende het gehele proces hebben de Speciale Commissie, de Raad van Bestuur en de Raad van Commissarissen elkaar op regelmatige basis ontmoet om de ontwikkelingen en de cruciale beslissingen die daarop volgden te bespreken. De voltallige Raad van Commissarissen heeft ook professionele adviseurs geraadpleegd en verschillende besprekingen met hen gehad, waarvan enkele gehouden werden zonder dat enige leden van de Raad van Bestuur aanwezig waren. De Raad van Commissarissen heeft ABN AMRO betrokken om hem te voorzien van onafhankelijk financieel advies en om een fairness opinie af te geven.

De Speciale Commissie is nauw betrokken gebleven in alle fasen van het proces dat uiteindelijk tot het Bod heeft geleid. De Speciale Commissie heeft regelmatig conference calls en besprekingen gehouden met essentiële externe professionele adviseurs en/of leden van de Raad van Bestuur om op de hoogte gehouden te worden van de laatste ontwikkelingen, het proces te overzien, het Bod en alternatieven hiervoor alsook de overwegingen die aan de cruciale beslissingen ten grondslag lagen en besluiten die daarmee in verband stonden, te bespreken.

De Raad van Commissarissen bleef gericht op het zorgvuldig managen van (potentiële) belangenconflicten in alle fasen van het proces. De volgende maatregelen werden in dit verband door de Speciale Commissie genomen:

- de Speciale Commissie had de specifieke taak om de regels van het proces te bepalen en de selectie te maken tussen verschillende biedingen, met inbreng van de leden van de Raad van Bestuur. De Speciale Commissie kreeg het mandaat van de Raad van Commissarissen om op 16 November 2013 Advent exclusiviteit te verlenen voor het onderhandelen van een voorwaardelijke overeenkomst;
- het was bidders (inclusief Advent) tot laat in het proces niet toegestaan met enige leden van de Raad van Bestuur de voorwaarden van participatie door hen als minderheidsaandeelhouders in enige bidder of haar houdstermaatschappijen te bespreken, en zij hebben dit ook niet besproken;
- de leden van de Raad van Bestuur werden voorgeschreven hun eigen onafhankelijke financieel adviseur en belastingadviseur te betrekken. PwC is voor dit doel betrokken door de leden van de Raad van Bestuur; en
- de Raad van Commissarissen en zijn Speciale Commissie schreven de leden van de Raad van Bestuur voor om volledige transparantie te betrachten in zijn gesprekken met enige bidders (inclusief Advent) met betrekking tot de voorwaarden van hun participatie als minderheidsaandeelhouders in enige bidder of haar houdstermaatschappijen.

Dienovereenkomstig is de Raad van Commissarissen vol vertrouwen dat door deze maatregelen, enige (potentiële) belangenconflicten de resultaten van het proces niet hebben beïnvloed.

De Raad van Bestuur en de Raad van Commissarissen zijn tot de conclusie gekomen dat het Bod eerlijk is naar de Aandeelhouders van UNIT4 vanuit financieel oogpunt en in het belang van UNIT4 en haar Aandeelhouders. De Raad van Bestuur en de Raad van Commissarissen zijn tot deze conclusie gekomen nadat zij uitgebreid juridisch en financieel advies hebben ontvangen, en nadat zij de strategische, financiële en sociale aspecten en consequenties van de voorgestelde transactie deugdelijk en zorgvuldig overwogen hebben. De Raad van Bestuur en de Raad van Commissarissen hebben ook fairness opinies ontvangen, in welke ING Bank en ABN AMRO een opinie hebben afgegeven waarin zij verklaren dat het Bod eerlijk is naar de Aandeelhouders van UNIT4 vanuit financieel oogpunt.

Verwijzend naar wat hierboven is beschreven, ondersteunen de Raad van Bestuur en de Raad van Commissarissen het Bod volledig en bevelen zij unaniem aan de Aandeelhouders aan het Bod te accepteren.

12.12 Toezeggingen

Alle leden van de Raad van Bestuur, zijnde de heer Chris Ouwinga, de heer Jose Duarte en de heer Edwin van Leeuwen, hebben, in hun hoedanigheid als leden van de Raad van Bestuur, een onherroepelijke toezegging gedaan met betrekking tot hun Aandelen, op voorwaarde dat de

Fusieovereenkomst niet is beëindigd, om de Aandelen die zij of aan hen verbonden partijen rechtstreeks of niet rechtstreeks houden (inclusief de Aandelen die zij zullen verkrijgen in verband met de Medewerkers Participatieregelingen) onder het Bod tijdens de Aanmeldingstermijn aan te melden op grond van dezelfde voorwaarden als die van toepassing zijn op alle Aandeelhouders en afhankelijk van de voorwaarden en beperkingen die zijn beschreven in het Biedingsbericht en om voor de besluiten op de UNIT4 Aandeelhoudersvergadering te stemmen, onder de voorwaarden van het Biedingsbericht. Het totale percentage Aandelen dat onder de toezeggingen valt, bedraagt 6,55% op basis van volledige verwatering na uitoefening van alle aandelenopties en alle voorwaardelijke rechten om in te schrijven voor prestatieaandelen zoals beschreven in Hoofdstuk 6.8. De leden van de Raad van Bestuur en de Raad van Commissarissen hebben geen informatie ontvangen van de Bieder in verband met het Bod die niet is opgenomen in dit Biedingsbericht.

12.13 De gevolgen van het Bod met betrekking tot liquiditeit en beëindiging beursnotering

De aankoop van Aandelen door de Bieder op grond van het Bod zal onder andere het aantal Aandeelhouders en het aantal Aandelen dat onder andere omstandigheden publiekelijk zou worden verhandeld verminderen.

Indien het Bod gestand wordt gedaan en de Bieder 95% van de Aandelen verkrijgt, zal de beursnotering van de Aandelen aan de Euronext Amsterdam zo spoedig mogelijk worden beëindigd.

Bovendien zal de Bieder volgend op de afronding van het Bod, met inachtneming van de voorwaarden van de Fusieovereenkomst, elke procedure kunnen inleiden die beschreven is in Hoofdstuk 12.14, inclusief procedures die ertoe zouden leiden dat de beursnotering van de Aandelen (inclusief de Aandelen die niet zijn aangemeld) beëindigd wordt, hetgeen de liquiditeit en de marktwaarde van de Aandelen negatief zal beïnvloeden. Het beleid van Euronext Amsterdam staat het beëindigen van een beursnotering niet toe totdat minstens 95% van de beursgenoteerde Aandelen gehouden worden door een enkele entiteit of door een groep die gecontroleerd wordt door een enkele entiteit, tenzij de Aandelen verdwijnen als gevolg van een juridische fusie.

Als gevolg hiervan zal de free float in Aandelen aanmerkelijk verminderd worden na afronding van het Bod en zullen de handelsvolumes en liquiditeit van de Aandelen negatief worden beïnvloed. De Bieder beoogt geen liquiditeitsmechanisme op te zetten voor de Aandelen die niet zijn aangemeld na de Dag van Overdracht.

12.14 Herstructurerings na de Uiterste Dag van Aanmelding

De Bieder beoogt na de Uiterste Dag van Aanmelding uiteindelijk 100% van de Aandelen en/of volledige (juridische en economische) eigendom van UNIT4's business te verkrijgen.

Zo spoedig mogelijk nadat het Bod gestand is gedaan beogen de Bieder en UNIT4 de beursnotering aan Euronext Amsterdam en de beursnoteringsovereenkomst tussen UNIT4 en Euronext Amsterdam met betrekking tot de notering van de Aandelen te beëindigen.

- (a) Indien de Bieder en haar Verbonden Partijen alleen of samen met UNIT4 ten minste 95% van de Aandelen houden zal de Bieder een wettelijke uitkoopprocedure beginnen in overeenstemming met de artikelen 2:92a of 2:201a van het Burgerlijk Wetboek of een wettelijke uitstootprocedure na openbaar bod in overeenstemming met art. 2:359c van het Burgerlijk Wetboek, om de Aandeelhouders uit te kopen die hun Aandelen niet hebben aangemeld onder het Bod. De minderheidsaandeelhouders zullen in een dergelijke procedure de Biedprijs aangeboden krijgen voor hun Aandelen, tenzij er financiële, bedrijfsmatige of andere omstandigheden zijn die een andere prijs rechtvaardigen, in overeenstemming met artikel 2:92a lid 5, 2:201a lid 5 of artikel 2:359c lid 6 van het Burgerlijk Wetboek.

- (b) Zonder af te doen aan hetgeen hierboven is bepaald, is de Bieder bevoegd om enige andere herstructurering na de Uiterste Dag van Aanmelding toe te passen met het doel een optimale operationele, juridische, financiële en/of fiscale structuur te verwezenlijken, in overeenstemming met de Toepasselijke Regelgeving, waarbij sommige herstructureringen het (neven-)effect kunnen hebben dat zij zorgen voor het verwateren van enige overgebleven minderheidsaandeelhouders van UNIT4. De herstructureringen die hier worden bedoeld omvatten in ieder geval, maar niet uitsluitend: (i) een volgend openbaar bod, (ii) een (grensoverschrijdende) juridische (driehoeks-)fusie, (iii) een juridische splitsing, (iv) een inbreng van bezittingen in UNIT4 in ruil voor een uitgifte van nieuwe aandelen UNIT4, (v) een verkoop van alle of vrijwel alle bezittingen van UNIT4, (vi) een uitkering van opbrengsten, contanten en/of bezittingen aan de Aandeelhouders, (vii) verkoop en levering van bezittingen en verplichtingen door de Bieder of haar Verbonden Partijen aan UNIT4 of door een entiteit van de UNIT4 Groep aan de Bieder of haar Verbonden Partijen, (viii) omzetting van UNIT4 in een besloten vennootschap met beperkte aansprakelijkheid, (ix) een combinatie van (enkele van) deze mogelijkheden of (x) enige andere transacties, herstructureringen of procedures met betrekking tot UNIT4 en/of een of meer aan haar verbonden groepsmaatschappijen die vereist zouden zijn om het hiervoor genoemde doel te realiseren. Bij de toepassing van enige herstructurering zullen de belangen van minderheidsaandeelhouders van UNIT4 zorgvuldig worden meegewogen. Een herstructurering na de Uiterste Dag van Aanmelding (met uitzondering van de omzetting van UNIT4 in een besloten vennootschap met beperkte aansprakelijkheid) zal onderworpen zijn aan goedkeuring van de onafhankelijke niet-uitvoerende bestuurder in de One-Tier Board.
- (c) In het geval de Bieder het Bod gestand heeft gedaan en samen met haar Verbonden Partijen minder dan 95% van de aandelen heeft verkregen na het verstrijken van de Na-aanmeldingstermijn, zal de Bieder waarschijnlijk de intentie hebben om een van de twee volgende herstructureringen na de Uiterste Dag van Aanmelding toe te passen, of een combinatie hiervan, zonder af te doen aan de mogelijkheden van de Bieder om een andere herstructurering toe te passen.

De juridische (driehoeks-)fusie en ontbinding

De eerste meest waarschijnlijke herstructurering is een juridische (driehoeks-)fusie tussen UNIT4 en de Bieder of een andere vennootschap in de Bieder Groep, in overeenstemming met de artikelen 2:309 en art. 2:333a van het Burgerlijk Wetboek (waarbij dit laatste artikel verwijst naar de driehoeksfusie, volgens welke de aandeelhouders van de verdwijnende vennootschap aandeelhouder zullen worden van een vennootschap die verbonden is aan de verkrijgende vennootschap) waarbij UNIT4 zal gelden als verdwijnende vennootschap en de Bieder of haar Verbonden Partij zal gelden als de verkrijgende vennootschap. De verkrijgende vennootschap zal verkocht worden aan de Bieder, waarvoor als tegenprestatie deels in contanten zal worden betaald, en deels in de vorm van een schuldvordering, aan de verkopende vennootschap die voor het merendeel gehouden wordt door de Bieder en voor het kleinste deel gehouden wordt door de minderheidsaandeelhouders. Deze vennootschap zal uiteindelijk worden ontbonden, waarop de liquidatieopbrengsten onder inhouding van dividendbelasting aan de aandeelhouders worden uitbetaald (in contanten aan de minderheidsaandeelhouders en in de vorm van een schuldvordering aan de Bieder).

De activa/passiva transactie en ontbinding

De tweede meest waarschijnlijke herstructurering is een verkoop door UNIT4 van haar volledige onderneming (bestaande uit alle bezittingen en verplichtingen van UNIT4) aan een dochtermaatschappij van de Bieder, tegen betaling van contanten en een schuldvordering. Hierna zal UNIT4 worden ontbonden, waarop de liquidatieopbrengsten van de ontbonden vennootschap onder inhouding van dividendbelasting uitgekeerd worden aan de

aandeelhouders (in contanten aan de minderheidsaandeelhouders en in de vorm van een schuldvordering aan de Bieder).

12.15 Samenstelling van de One-Tier Board

De One-Tier Board van UNIT4 zal direct na de Dag van Overdracht bestaan uit de volgende negen (9) leden: de heer Léo Apotheker, de heer Bret Bolin, de heer Fred Wakeman, de heer John Woyton en de heer Bram Grimmelt als niet-uitvoerende bestuurders, de heer Jose Duarte als CEO en uitvoerende bestuurder en de heer Edwin van Leeuwen als uitvoerende bestuurder, de heer Chris Ouwinga als voorzitter van de One-Tier Board en niet-uitvoerende bestuurder, en de heer Frank Rövekamp als onafhankelijk niet-uitvoerende bestuurder.

Vanaf de Dag van Overdracht zullen alle leden van de One-Tier Board, behalve de heer Jose Duarte, de heer Chris Ouwinga, de heer Edwin van Leeuwen en de heer Frank Rövekamp, gevraagd worden af te treden.

12.16 Governance Advent

De beherend vennoten van de Advent International GPE VII fondsen, GPE VII GP Limited Partnership, GPE VII GP (Delaware) Limited Partnership en Advent International GPE VII, LLC, worden geadviseerd en uiteindelijk gecontroleerd door Advent.

De leden van Advents raad van bestuur zijn de heer Ernest Bachrach, de heer John Brooke, de heer Peter Brooke (Voorzitter), de heer Mark Hoffman, de heer Thomas Lauer, de heer David Mussafer en de heer Steven Tadler.

De leden van Advents toepasselijke GPE Program investment committee zijn de heer David McKenna (Managing Partner), de heer David Mussafer (Senior Vice President en Managing Partner) and de heer Steven Tadler (Senior Vice President en Managing Partner).

De raad van bestuur van Advent heeft verantwoordelijkheid ten aanzien van het strategische overzicht, maar maakt geen management beslissingen ten aanzien van het dagelijks beleid. De raad van bestuur heeft de exclusieve bevoegdheid om alle aanbevelingen en investeringsbeslissingen van Advent ten behoeve van haar fondsen gegeven aan Advents investment committee.

12.17 Aankondigingen

Iedere aankondiging met betrekking dit Biedingsbericht zal verstrekt worden door middel van een persbericht. Onder voorbehoud van de wettelijke vereisten op grond van de Toepasselijke Regelgeving en zonder afbreuk te doen aan de manier waarop de Bieder een publieke aankondiging wenst te doen, zal op de Bieder geen enkele verplichting rusten om een publieke aankondiging te doen anders dan zoals uiteengezet in Hoofdstuk 5.11 (Announcements).

12.18 Beoogd tijdschema

Verwachte datum en tijd

Gebeurtenis

(Alle tijden zijn CET)

20 december 2013

Publicatie van het persbericht met betrekking tot de verkrijgbaarstelling van het Biedingsbericht en de aanvang van het Bod

Verwachte datum en tijd**Gebeurtenis**

(Alle tijden zijn CET)

09:00 uur, 23 december 2013

Aanvang van de Aanmeldingstermijn

15:00 uur, 19 februari 2014

UNIT4 Aandeelhoudersvergadering, op welke vergadering onder andere het Bod zal worden besproken

17:40 uur, 28 februari 2014

Uiterste Dag van Aanmelding:

Uiterste datum waarop Aandeelhouders hun Aandelen kunnen aanmelden, tenzij de termijn wordt verlengd in overeenstemming met artikel 15 van het Bob

Uiterlijk drie (3) Werkdagen na de Uiterste Dag van Aanmelding

Dag van Gestanddoening:

De dag waarop de Bieder zal aankondigen of het Bod al dan niet gestand wordt gedaan in overeenstemming met artikel 16 van het Bob

Uiterlijk acht (8) Werkdagen na de Dag van Gestanddoening

Dag van Overdracht:

De dag waarop, overeenkomstig de voorwaarden van het Bod, de Bieder de Biedprijs zal betalen voor elk Aangemeld Aandeel

Uiterlijk drie (3) Werkdagen na de Dag van Gestanddoening

Na-aanmeldingstermijn:

Indien het Bod gestand is gedaan, zal de Bieder een Na-aanmeldingstermijn aankondigen voor een periode van niet meer dan twee (2) weken in overeenstemming met artikel 17 van het Bob

13. SELECTED CONSOLIDATED FINANCIAL INFORMATION UNIT4

13.1 Basis for preparation

In accordance with the Decree, selected consolidated financial information of UNIT4 has been prepared and included in this Section 13 (Selected Consolidated Financial Information UNIT4), comprising summaries of the consolidated statements of financial position, consolidated income statements and the consolidated statements of cash flows for the financial years 2012, 2011 and 2010.

The selected consolidated financial information for the financial years 2011 and 2012 has been derived from the consolidated financial statements for the financial year 2012 as audited by EY, which issued an independent auditor's report thereon, without qualification, on 18 March 2013.

The selected consolidated financial information for the financial year 2010 has been derived from the consolidated financial statements for the financial year 2011 as audited by EY, which issued an independent auditor's report thereon, without qualification, on 23 March 2012.

The consolidated financial statements from which the selected consolidated financial information has been derived were prepared in accordance with the International Financial Reporting Standards issued by the International Accounting Standards Board, as adopted by the European Commission, and Part 9 of Book 2 of the Dutch Civil Code.

The selected consolidated financial information set out below contains summaries only of the consolidated statements of financial position, the consolidated income statements, and the consolidated statements of cash flows, excluding related note disclosures and a description of significant accounting policies. For a better understanding of UNIT4's financial position, income and cash flows, the selected consolidated financial information should be read in conjunction with the unabridged audited consolidated financial statements for the financial year 2012 and the financial year 2011, including the related note disclosures and a description of significant accounting policies applied for each of these years. A summary of the significant accounting policies of the UNIT4 consolidated financial statements for the financial year 2012 is outlined in Section 14 (Financial Statements 2012 of UNIT4). The trading update of UNIT4 for the third (3rd) quarter of 2013 is outlined in Section 15 (Trading update Q3 2013).

Due to amendments in IFRS, the accounting policies adopted in respect of the selected consolidated financial information for the financial year 2010 as derived from the consolidated financial statements 2011 differ from the accounting policies adopted in respect of the financial years 2012 and 2011. However, these IFRS changes did not have any impact on the reporting of the selected consolidated financial information in respect of 2010.

Reference is made to Note 6.5 of the consolidated financial statements for the financial year 2012. The irregularities in Poland which are described in Note 6.5 of the consolidated financial statements for the financial year 2012 also relate to transactions prior to 2011. In accordance with IAS 8 the adjustments relating to the transactions prior to 2011 have been recorded in the opening balance of 2011 in the consolidated financial statements for the financial year 2012.

The selected consolidated financial information for the financial year 2010 as derived from the consolidated financial statements 2011 has been amended accordingly to reflect these adjustments. We summarized the changes below in EUR '000.

The amendments made in the line items on the consolidated statement of financial position as per 31 December 2010 are identical to those described in Note 6.5 of the consolidated financial statements for the financial year 2012.

The adjustments to consolidated income statement for the financial year 2010 are recorded in the following line-items: Revenue products (2,332 decrease), Revenue services and other (2,919 decrease), Cost of sales (2,244 decrease), Other operating expenses (497 increase), and Depreciation of property, plant and equipment and amortization of intangible assets (380 decrease). The overall impact on the Profit for the financial year 2010 amounts to 3,124 (decrease), as described in Note 6.5 of the consolidated financial statements for the financial year 2012.

In the consolidated statement of cash flows for the financial year 2010 an amount of 1,186 is reclassified from "Cash flow from operating activities" (decrease) to "Cash flow from investing activities" (increase).

The basic and diluted earnings per share are affected by 11 cents (decrease).

13.2 Selected consolidated financial information statements relating to the financial years ended 31 December 2012, 2011 and 2010

Consolidated statements of financial position relating to the financial years ended 31 December 2012, 2011 and 2010			
(€000)	2012	2011 (restated ¹)	2010 (restated ^{1,2})
Assets			
<i>Non-current assets</i>			
Goodwill	174,095	177,827	178,672
Intangible assets (excluding goodwill)	202,076	188,706	195,107
Property, plant and equipment	37,109	35,357	35,456
Investment in associates and joint ventures	5,424	5,212	90
Other financial assets	11,561	4,030	2,269
Deferred tax asset	50,587	21,073	13,782
	480,852	432,205	425,376
<i>Current assets</i>			
Inventories	642	911	849
Trade and other receivables	97,842	87,030	98,617
Income tax asset	246	457	1,691
Other taxes	503	754	1,066
Cash and cash equivalents	33,906	21,366	36,007
	133,139	110,518	138,230
Total assets	613,991	542,723	563,606
Equity and liabilities			
<i>Equity</i>			
Issued capital	1,473	1,465	1,461
Share premium	314,189	311,406	310,313
Currency translation differences reserve	-8,907	-19,245	-21,060
Accumulated deficit	-57,257	-68,622	-78,528
Equity attributable to UNIT4	249,498	225,004	212,186
Non-controlling interests	8,152	8,240	11,252
Total equity	257,650	233,244	223,438
<i>Non-current liabilities</i>			
Interest-bearing loans and borrowings	90,416	84,631	106,473
Pension obligations	6,961	4,278	2,553
Deferred tax liability	45,680	37,163	39,546
Provisions	2,231	1,962	2,903
	145,288	128,034	151,475
<i>Current liabilities</i>			
Provisions	2,608	1,986	2,065
Trade and other payables	17,818	14,477	16,069
Interest-bearing loans and borrowings	64,098	54,480	57,847
Income tax payable	9,627	8,025	12,169
Other taxes	22,945	20,529	21,250
Other liabilities, accruals and deferred income	93,957	81,948	79,293
	211,053	181,445	188,693
Total equity and liabilities	613,991	542,723	563,606

¹ The annual financial statements 2011 and the annual financial statements 2010 are shown as restated pursuant to the adjustments described in Note 6.5 of the Annual Report 2012 and referred to in Section 13.1 above.

² In line with IFRS 3.45 the statement of financial position as per 31 December 2010 has been restated as described in Note 6.5.2 of the Annual Report 2011.

Consolidated income statements for the financial years ended 31 December 2012, 2011 and 2010

(€000)	2012	2011 (restated ³)	2010 (restated ³)
Products	76,358	75,267	70,355
SaaS and Subscriptions	47,979	38,522	26,615
Contracts	196,310	181,659	176,409
Services and other	149,123	150,247	143,108
Revenue	469,770	445,695	416,487
Cost of sales	35,609	37,779	33,968
Gross profit	434,161	407,916	382,519
Employee costs	294,426	273,852	250,352
Other operating expenses	53,567	50,550	49,587
Operating result before interest, tax, depreciation and amortization (EBITDA)	86,168	83,514	82,580
Depreciation of property, plant and equipment and amortization of intangible assets	63,338	48,244	45,643
Operating result before interest and tax (EBIT)	22,830	35,270	36,937
Finance costs	16,129	11,517	10,424
Finance income	6,322	7,486	3,995
Share of profit of an associate	212	-77	4
Profit before tax	13,235	31,162	30,512
Income tax	-10,292	8,012	7,938
Profit for the year from continuing operations	23,527	23,150	22,574
Result for the year from discontinued operations			-1,634
Profit for the year	23,527	23,150	20,940
<i>Attributable to:</i>			
Shareholders of UNIT4	24,292	23,739	20,282
Non-controlling interests	-765	-589	658
	23,527	23,150	20,940
Earnings per share in €(attributable to shareholders of UNIT4)			
- Basic earnings per share	0.83	0.81	0.71
- Basic earnings per share attributable to continuing operations			0.77
- Diluted earnings per share	0.83	0.81	0.71
- Diluted earnings per share attributable to continuing operations			0.77

³ The annual financial statements 2011 and the annual financial statements 2010 are shown as restated pursuant to the adjustments described in Note 6.5 of the Annual Report 2012 and referred to in Section 13.1 above.

Consolidated statements of cash flows for the financial years ended 31 December 2012, 2011 and 2010

(€000)	2012	2011 (restated ⁴)	2010 (restated ⁴)
Cash flows from operating activities			
Operating result (EBIT) from continued operations			36,937
Operating result (EBIT) from discontinued operations			-2,372
Operating result (EBIT)	22,830	35,270	34,565
Adjustments for:			
Depreciation and impairment	63,338	48,244	45,664
Share-based payment transaction expense	773	631	343
Changes in provisions	373	-691	-538
Changes in operating capital	2,536	7,287	2,940
Cash flows from operations	89,850	90,741	82,974
Interest paid	-5,425	-6,541	-7,950
Interest received	5,048	4,884	3,696
Income tax paid	-14,271	-19,325	-15,524
Cash flows from operating activities	75,202	69,759	63,196
Cash flows from investing activities			
Investments in intangible assets	-29,189	-24,235	-19,956
Acquisition and divestment of subsidiaries, net of cash and cash equivalents	-18,122	-11,194	-69,875
Investment in derivatives	0	0	-1,345
Investments in associates	0	-5,199	0
Investments in other financial assets	-8,583	-1,551	-1,031
Repayment of other financial assets	795	814	121
Dividend from securities	0	38	135
Investments in property, plant and equipment	-8,047	-6,232	-5,744
Cash flows from investing activities	-63,146	-47,559	-97,695
Cash flows from financing activities			
Proceeds from issue of shares	2,791	1,097	53,181
Payments of borrowings	-115,158	-23,223	-23,232
Dividends paid	-11,964	-7,596	-5,447
Interest paid	-3,878	-5,116	-5,975
Proceeds from borrowings	120,774	846	728
Acquisition of non-controlling interest	18	-3,748	0
Cash flows from financing activities	-7,417	-37,740	19,255
Net cash flows	4,639	-15,540	-15,244
Currency translation differences	2,283	4,266	1,695
Cash and cash equivalents at 1 January	-10,114	1,160	14,709
Cash and cash equivalents at 31 December	-3,192	-10,114	1,160
Reconciliation with items on the statement of financial position:			
Cash and cash equivalents	33,906	21,366	36,007
Interest-bearing loans and borrowings (Repayment term long-term loan not included)	-37,098	-31,480	-34,847
Cash and cash equivalents at 31 December	-3,192	-10,114	1,160

⁴ The annual financial statements 2011 and the annual financial statements 2010 are shown as restated pursuant to the adjustments described in Note 6.5 of the Annual Report 2012 and referred to in Section 13.1 above.

13.3 Independent auditor's report on the selected consolidated financial information of UNIT4

Independent auditor's report

To: the shareholders and the supervisory board of Unit4 N.V.

The accompanying selected consolidated financial information, which comprise the summary consolidated statements of financial position as at 31 December 2012, 2011 and 2010, the summary consolidated income statements and summary consolidated statements of cash flows for years then ended are derived from the audited consolidated financial statements 2011 and 2012 of UNIT4 N.V. We expressed unqualified audit opinions on those financial statements in our reports dated 18 March 2013 and 23 March 2012, respectively. Those financial statements, and the selected consolidated financial information, do not reflect the effects of events that occurred subsequent to the date of our reports on those financial statements.

The selected consolidated financial information does not contain all the disclosures required by International Financial Reporting Standards as adopted by the European Union nor Part 9 of Book 2 of the Dutch Civil Code. Reading the selected consolidated financial information, therefore, is not a substitute for reading the audited consolidated financial statements UNIT4 N.V.

Management's responsibility

Management is responsible for the preparation of the summary of the audited financial statements in accordance with the criteria described in paragraph 13.1 Basis for preparation in the offer memorandum.

Auditor's responsibility

Our responsibility is to express an opinion on the selected consolidated financial information based on our procedures, which were conducted in accordance with Dutch Law, including the Dutch Standard on Auditing 810 'Engagements to report on summary financial statements'.

Opinion

In our opinion, the selected consolidated financial information derived from the audited consolidated financial statements 2011 and 2012 of UNIT4 N.V. is consistent, in all material respects, with those financial statements, in accordance with the criteria as set out in paragraph 13.1 Basis for preparation in the offer memorandum.

Rotterdam, 20 December 2013

Ernst & Young Accountants LLP

signed by M. Huizer

13.4 Unaudited (but "reviewed") information for the third quarter of the financial year 2013

**Unaudited interim condensed
consolidated financial statements**

30 September 2013

1. INTERIM CONSOLIDATED INCOME STATEMENT

For the 9-month period ending 30 September

(€ 000)	Notes	2013	2012
<u>Continuing operations</u>			
SaaS and Subscriptions		50,035	34,833
Products		48,983	52,996
Contracts		145,745	144,952
Services and other		111,477	108,350
Revenue	6.7	356,240	341,131
Cost of sales		25,346	26,352
Gross profit		330,894	314,779
Employee costs		224,534	217,725
Other operating expenses		41,872	39,495
Operating result before depreciation and impairment (EBITDA)	6.7	64,488	57,559
Depreciation of property, plant and equipment and amortization of intangible assets	6.7	43,612	39,461
Operating result (EBIT)		20,876	18,098
Finance costs		8,881	11,899
Finance income		4,773	5,495
Share of profit of an associate		-15	40
Profit before tax		16,753	11,734
Income tax	6.8	4,350	1,815
Profit for the period		12,403	9,919
<i>Attributable to:</i>			
Shareholders of UNIT4		13,462	10,319
Non-controlling interests		-1,059	-400
		12,403	9,919
Earning per share in € (attributable to shareholders of UNIT4)			
Basic earnings per share		0.45	0.35
Diluted earnings per share		0.45	0.35

2. INTERIM CONSOLIDATED STATEMENT OF COMPREHENSIVE INCOME

For the 9-month period ending 30 September

(€ 000)	2013	2012
Profit after tax	12,403	9,919
<i>Other comprehensive income to be reclassified to profit or loss in subsequent periods</i>		
Currency translation differences on translation of foreign operations ¹	-9,146	15,481
Reclassification of revaluation of former subsidiary ²	-268	0
Currency translation differences on hedge of net investment ¹	0	-25
Total other comprehensive income to be reclassified to profit or loss in subsequent periods	-9,414	15,456
Total comprehensive income after taxes	2,989	25,375
<i>Attributable to:</i>		
Shareholders of UNIT4	4,567	25,002
Non-controlling interests	-1,578	373
	2,989	25,375

¹ Income tax is not applicable for these items within the period.

² See Note 6.6.4 for more information**3. INTERIM CONSOLIDATED STATEMENT OF FINANCIAL POSITION**

As at 30 September 2013

(€ 000)		30 September 2013	31 December 2012
	Notes		
Assets			
Non-current assets			
Goodwill	6.12	168,481	174,095
Intangible assets (excluding goodwill)	6.12	178,877	202,076
Property, plant and equipment	6.14	40,726	37,109
Investment in associates and joint ventures	6.6.4	11,934	5,424
Other financial assets		9,062	11,561
Deferred tax asset		52,088	50,587
		461,168	480,852
Current assets			
Inventories		535	642
Trade and other receivables		91,801	97,842
Income tax asset		729	246
Other taxes		1,304	503
Cash and cash equivalents		23,332	33,906
		117,701	133,139
Total assets		578,869	613,991
Equity and liabilities			
Equity			
Issued capital	6.9	1,485	1,473
Share premium		318,478	314,189
Currency translation differences reserve		-17,802	-8,907
Accumulated deficit		-56,372	-57,257
Equity attributable to UNIT4		245,789	249,498
Non-controlling interests		-2,577	8,152
Total equity		243,212	257,650
Non-current liabilities			
Interest-bearing loans and borrowings	6.15	100,731	90,416
Pension obligations		1,463	6,961
Deferred tax liability		41,553	45,680
Provisions		2,152	2,231
		145,899	145,288
Current liabilities			
Provisions		3,609	2,608
Trade and other payables		14,250	17,818
Interest-bearing loans and borrowings		38,519	64,098
Income tax payable		7,494	9,627
Other taxes		17,988	22,945
Other liabilities, accruals and deferred income		107,898	93,957
		189,758	211,053
Total equity and liabilities		578,869	613,991

Interim consolidated financial statements UNIT4 N.V.

4. INTERIM CONSOLIDATED STATEMENT OF CHANGES IN EQUITY

For the 9-month period ending 30 September 2013

	Attributable to shareholders of UNIT4						
(€ 000)	Issued capital	Share premium	Currency translation differences reserve	Accumulated deficit	Total	Non-controlling interests	Total equity
1 January 2013	1,473	314,189	-8,907	-57,257	249,498	8,152	257,650
Adjustment for the adoption of new standards ¹	0	0	0	459	459	0	459
1 January 2013 (adjusted)	1,473	314,189	-8,907	-56,798	249,957	8,152	258,109
Profit reporting period (after tax)	0	0	0	13,462	13,462	-1,059	12,403
Other comprehensive income (after tax)	0	0	-8,895	0	-8,895	-519	-9,414
Total comprehensive income after tax	0	0	-8,895	13,462	4,567	-1,578	2,989
Dividend	0	0	0	-13,353	-13,353	-149	-13,502
Change in ownership non-controlling interest	0	0	0	3	3	-3	0
Derecognition non-controlling interest former subsidiary ²	0	0	0	0	0	-8,999	-8,999
Issue of share capital	12	4,289	0	0	4,301	0	4,301
Share-based payment ³	0	0	0	314	314	0	314
30 September 2013	1,485	318,478	-17,802	-56,372	245,789	-2,577	243,212

For the 9-month period ending 30 September 2012

(€ 000)	Attributable to shareholders of UNIT4					Non-controlling interests	Total equity
	Issued capital	Share premium	Currency translation differences reserve	Accumulated deficit	Total		
1 January 2012	1,465	311,406	-19,245	-68,622	225,004	8,240	233,244
Profit reporting period (after tax)	0	0	0	10,319	10,319	-400	9,919
Other comprehensive income (after tax)	0	0	14,683	0	14,683	773	15,456
Total comprehensive income after tax	0	0	14,683	10,319	25,002	373	25,375
Dividend	0	0	0	-11,783	-11,783	-123	-11,906
Change in ownership non-controlling interest	0	0	0	52	52	-34	18
Issue of share capital	2	754	0	0	756	0	756
Share-based payment³	0	0	0	550	550	0	550
30 September 2012	1,467	312,160	-4,562	-69,484	239,581	8,456	248,037

¹ The adjustment of the opening balance for accumulated deficit relates to the adoption of new accounting standards as discussed in Note 6.2.

² See Note 6.6.4 for more information.

³ For equity settled share based payment transaction IFRS 2.7 requires to recognize an increase in equity but does not specify where in equity this should be recognized. The Group has chosen to recognize the credit in Accumulated deficit.

5. INTERIM CONSOLIDATED STATEMENT OF CASH FLOWS

For the 9-month period ending 30 September

(€ 000)	2013	2012
Cash flows from operating activities		
Operating result (EBIT)	20,876	18,098
Adjustments for:		
Depreciation and impairment	43,612	39,461
Share-based payment transaction expense	671	637
Conversion of pension plan to defined contribution plan	-5,140	0
Changes in provisions	-627	-223
Changes in operating capital	8,144	1,932
Cash flows from operations	67,536	59,905
Interest paid	-3,856	-1,679
Interest received	1,884	3,225
Income tax paid	-11,162	-13,376
Cash flows from operating activities	54,402	48,075
Cash flows from investing activities		
Investments in intangible assets	-21,709	-20,720
Acquisition and divestments of subsidiaries, net of cash and cash equivalents acquired	-2,052	-4,467
Investments in associates	-1,663	0
Investments in other financial assets	-1,020	-1,168
Repayments of other financial assets	26	0
Dividend from securities	30	0
Investments in property, plant and equipment	-10,802	-6,214
Cash flows from investing activities	-37,190	-32,569
Cash flows from financing activities		
Proceeds from issue of shares	4,300	755
Proceeds from non-controlling interest	3	20
Payments of borrowings	-24,581	-112,764
Proceeds from borrowings	20,067	103,920
Dividends paid	-13,502	-11,910
Interest paid	-2,917	-2,851
Cash flows from financing activities	-16,630	-22,830
Net cash flows	582	-7,324
Currency translation differences	-2,577	3,981
Cash and cash equivalents at 1 January	-3,192	-10,114
Cash and cash equivalents at 30 September	-5,187	-13,457
Reconciliation with items on the statement of financial position:		
Cash and cash equivalents	23,332	15,509
Included in Interest bearing loans and borrowings	-28,519	-28,966
Cash and cash equivalents at 30 September	-5,187	-13,457

6. NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS

6.1 Corporate information

The interim condensed consolidated financial statements of UNIT4 N.V. for the 9 months ended 30 September 2013 were authorized for issue in accordance with the resolution of the Board of Directors and the Supervisory Board of 20 December 2013. UNIT4 N.V. is a listed company established and domiciled in the Netherlands whose shares are publicly traded at the NYSE Euronext Amsterdam. UNIT4 N.V. and its subsidiaries (jointly 'UNIT4' or 'Group') operate as international producer of business software. The head office is based in Sliedrecht, the Netherlands.

6.2 General accounting principles

Basis of preparation

The interim condensed consolidated financial statements for the 9 months ended 30 September 2013 have been prepared in accordance with IAS 34 Interim Financial Reporting, as adopted within the European Union. The current interim period is the period from 1 January 2013 to 30 September 2013 and is therefore equal to the year-to-date period. The interim condensed consolidated financial statements are presented in euro (x 1,000) and are prepared based on historical costs taking into account that the derivatives are measured at fair value. The interim condensed consolidated financial statements for the 9 months ended 30 September 2013 do not include all the information and disclosures required in the annual financial statements, and should be read in conjunction with the Group's annual financial statements as at 31 December 2012.

Significant accounting policies

The accounting principles adopted in the preparation of the interim condensed consolidated financial statements are consistent with those followed in the preparation of the Group's annual financial statements for the year ended 31 December 2012, except for the adoption of new standards and interpretations as of 1 January 2013 as described below:

IAS 1 Presentation of Items of Other Comprehensive Income (Amendment)

The amendments to IAS 1 introduce a grouping of items presented in other comprehensive income (OCI). Items that could be reclassified (or recycled) to profit or loss at a future point in time (e.g., net gain on hedge of net investment, exchange differences on translation of foreign operations) now have to be presented separately from items that will never be reclassified (e.g., actuarial gains and losses on defined benefit plans). The amendment affected presentation only and had no impact on the Group's financial position or performance.

IAS 19 Employee Benefits (Revised 2011) (IAS 19R)

IAS 19 (revised) amends the accounting for employment benefits. The Group has applied the standard in accordance with the transition provisions of the standard. The impact on the Group can be specified as follows:

- The standard replaces the interest cost on the defined benefit obligation and the expected return on plan assets with a net interest cost based on the net defined benefit asset or liability and the discount rate, measured at the beginning of the year. As the Group already used a similar rate for both the interest cost on the defined benefit obligation and the expected return on plan assets, this amendment did not have any impact on the performance or financial position of the Group.
- The amended standard introduced the new term "remeasurements". This is made up of actuarial gains and losses, the difference between actual investment returns and the return implied by the net interest cost. These remeasurements are recognized in other comprehensive income (OCI) and permanently excluded from profit and loss. As the Group already recognized all actuarial gains and losses in other comprehensive income (OCI), this amendment did not have any impact on the performance or financial position of the Group.
- The standard requires past service cost to be recognized immediately in profit or loss. Based on an assessment of the impact of this amendment the Group concluded the impact of the recognition of past service cost to be immaterial on prior periods. Therefore the Group has decided to adjust the opening balance for 2013 and not retrospectively adjust the comparative figures.

The following adjustments have been made as a result of the adoption of the revised standard:

As of 1 January 2013 (in € 000)

Decrease in pension obligation	612
Decrease in deferred tax asset	153
Decrease in opening accumulated deficit	459

The effect of the adoption on the statement of cash flows and on earnings per share was immaterial. See Note 6.15 for more information on pension obligations.

IAS 32 Tax effects of distributions to holders of equity instruments (Amendment)

The amendment to IAS 32 Financial Instruments: Presentation clarifies that income taxes arising from distributions to equity holders are accounted for in accordance with IAS 12 Income Taxes. The amendment removes existing income tax requirements from IAS 32 and requires entities to apply the requirements in IAS 12 to any income tax arising from distributions to equity holders. The amendment did not have an impact on the interim condensed consolidated financial statements for the Group, as there is no tax consequences attached to cash or non-cash distribution.

IAS 34 Interim financial reporting and segment information for total assets and liabilities (Amendment)

The amendment clarifies the requirements in IAS 34 relating to segment information for total assets and liabilities for each reportable segment to enhance consistency with the requirements in IFRS 8 Operating Segments. Total assets and liabilities for a reportable segment need to be disclosed only when the amounts are regularly provided to the chief operating decision maker and there has been a material change in the total amount disclosed in the entity's previous annual consolidated financial statements for that reportable segment.

The amendment affected presentation only and had no impact on the Group's financial position or performance.

IFRS 13 Fair Value Measurement

IFRS 13 establishes a single source of guidance under IFRS for all fair value measurements. IFRS 13 does not change when an entity is required to use fair value, but rather provides guidance on how to measure fair value under IFRS when fair value is required or permitted. The application of IFRS 13 has not materially impacted the fair value measurements carried out by the Group. IFRS 13 also requires specific disclosures on fair values, some of which replace existing disclosure requirements in other standards, including IFRS 7 Financial Instruments: Disclosures. Some of these disclosures are specifically required for financial instruments by IAS 34.16A(j), thereby affecting the interim condensed consolidated financial statements period. The Group provides these disclosures in Note 6.16.

In addition to the above-mentioned amendments and new standards, IFRS 1 First-time Adoption of International Financial Reporting Standards was amended with effect for reporting periods starting on or after 1 January 2013. The Group is not a first-time adopter of IFRS, therefore, this amendment is not relevant to the Group.

The Group has not early adopted any other standard, interpretation or amendment that has been issued but is not yet effective.

6.3 Seasonal pattern

As a consequence of the various market conditions which effect the decisions of (potential) clients to buy our products or services in a broad sense, the results are depending on a seasonal pattern. The precise consequences are however not predictable. Historical information is showing higher revenues in the months June and December compared to the other months. It also shows that in the second half of a year the results are often higher than in the first half of a year.

6.4 Estimates

The preparation of interim financial statements requires management to make judgments, estimates and assumptions that affect the application of accounting policies and the reported amounts of assets and liabilities, income and expense. Actual results may differ from these estimates.

In preparing these condensed consolidated interim financial statements, the significant judgments made by management in applying the Group's accounting policies and the key sources of estimation uncertainty were the same as those that applied to the consolidated financial statements for the year ended 31 December 2012, with the exception of changes in some of the estimates used in the value-in-use calculation regarding impairment of goodwill (See Note 6.13).

6.5 Exchange rates

The closing exchange rates used are (foreign currency compared to €1):

	30 September 2013	31 December 2012
Australian dollar (AUD)	1.4480	1.2705
Canadian dollar (CAD)	1.3910	1.3115
Czech krone (CZK)	25.7000	25.0800
Danish krone (DKK)	7.4575	7.4595
Hungarian forint (HUF)	297.7500	291.5000
Indonesian rupiah (IDR)	15,659.4409	12,720.4146
Malaysian ringgit (MYR)	4.4056	4.0360
Norwegian krone (NOK)	8.1050	7.3500
Polish zloty (PLN)	4.2175	4.0800
Pound Sterling (GBP)	0.8350	0.8150
Singapore dollar (SGD)	1.6950	1.6075
South African rand (ZAR)	13.6000	11.1750
Swedish krone (SEK)	8.6500	8.5750
US dollar (USD)	1.3490	1.3175

The average exchange rates used are (foreign currency compared to €1):

	for the 9-month period ending 30 September	
	2013	2012
Australian dollar (AUD)	1.3460	1.2377
Canadian dollar (CAD)	1.3461	1.2841
Czech krone (CZK)	25.6730	25.1311
Danish krone (DKK)	7.4566	7.4383
Hungarian forint (HUF)	296.4056	290.4907
Indonesian Rupiah (IDR)	13,179.7680	11,902.3956
Malaysian ringgit (MYR)	4.1373	3.9690
Norwegian krone (NOK)	7.6699	7.5141
Polish zloty (PLN)	4.2028	4.2074
Pound Sterling (GBP)	0.8511	0.8123
Singapore dollar (SGD)	1.6450	1.6130
South African rand (ZAR)	12.4728	10.3019
Swedish krone (SEK)	8.5867	8.7351
US dollar (USD)	1.3155	1.2838

6.6 Business combinations

6.6.1 Business combinations for the 9 months ended 30 September 2013

The following business combinations effected during the first 9 months of 2013:

Agresso France

On 11 July 2013 the Group acquired 100% of the (voting) shares in Agresso France SA, an unlisted company based in Bourg la Reine (France). Agresso France was a former subsidiary of the Group until it was split off and sold as part of a management buyout transaction in 2010.

Agresso France is a reseller/distributor for Agresso software in France and French speaking African countries. The Group has re-acquired Agresso France after a strategic reorientation for the French market.

A final valuation of the identifiable assets and liabilities is not yet completed and the fair value of the identifiable assets and liabilities of Agresso France is therefor based on a provisional assessment:

(€ 000)

	<u>Fair values</u>
Assets	
Property, plant and equipment	73
Other non current financial assets	127
Trade and other receivables	1,764
Cash and cash equivalents	134
	<u>2,098</u>
Liabilities	
Non-current liabilities	-2,483
Current liabilities	-3,922
	<u>-6,405</u>
Total identifiable net assets at fair value	<u>-4,307</u>
Goodwill arising on acquisition	5,357
Purchase consideration transferred	<u>1,050</u>

The fair value of the trade receivables (within trade and other receivables) amounts to €1.3 million. The gross amount of trade receivables is €4.4 million. Based on an individual provisional assessment, the trade receivables have been impaired for €3.1 million.

The goodwill of €5.4 million comprises the value of expected synergies with the existing French business and the knowledge and skills from the employees. None of the goodwill recognized is expected to be deductible for income tax purposes.

Purchase consideration

	€000
Consideration paid in cash	1,050
Total consideration	1,050

Analysis of cash flows on acquisition

	€000
Transaction costs of the acquisition (included in cash flows from operating activities)	-55
Net cash acquired with the subsidiary (included in cash flows from investing activities)	134
Consideration paid in cash (included in cash flows from investing activities)	-1,050
Net cash flow on acquisition	-971

Transaction costs of the acquisition are included in other operating expenses.

At the date of the acquisition the company employed 26 people.

From the date of acquisition, Agresso France has contributed to the Group revenues of €0.6 million and a loss of €0.2 million. If the business combination had taken place at the beginning of the year, revenue from continuing operations would have been €1.5 million higher and the profit would have been €0.6 million lower.

6.6.2 Business combinations effected after the end of the reporting period

The following business combinations effected after 30 September 2013 but before the interim financial statements were authorized for issue. Since the business combinations effected after 30 September 2013, the acquired companies are not included in the interim consolidated figures as per 30 September 2013.

Vana Workforce

On 18 November 2013 the Group acquired 100% of the (voting) shares in Vana Group Inc., an unlisted company based in Canada. Vana Workforce provides a native application built on the Salesforce Platform which integrates HRMS, talent management and recruitment capabilities, allowing a consistent user experience across these solutions.

The Group has acquired Vana Workforce to further extend the functionality of the FinancialForce.com product suite.

Because of the short period between the acquisition date and the date the interim financial statements were authorized for issue, the Group is not able to report the (provisional) fair value of the identifiable assets and liabilities and the goodwill arising.

The purchase consideration transferred amounts to €4.1 million.

At the date of the acquisition the company employed 8 people.

Less Software

On 18 November 2013 the Group acquired the business and assets of Less Software Inc., a United States based cloud solution company, including the company's Supply Chain Management (SCM) solutions.

The Group acquired Less Software's business and assets to extend the FinancialForce.com suite with comprehensive SCM capabilities including Configure-Price-Quote (CPQ), Order Fulfillment, Service Contracts, Inventory Management, Supplier and Spend Management.

Because of the short period between the acquisition date and the date the interim financial statements were authorized for issue, the Group is not able to report the (provisional) fair value of the identifiable assets and liabilities.

The purchase consideration transferred amounts to €2.4 million.

The acquisition includes a team of 6 people.

6.6.3 Additional information on business combinations in the previous period

On 13 November 2012, the Group acquired 100% of the (voting) shares in the legal entities Montana Software B.V. and Montana Automatisering B.V.. The consideration paid included an element of contingent consideration. During the nine months ending 30 September 2013 the contingent consideration did not change.

6.6.4 Reclassification of InsERT SA to investments in associates

In the third quarter, the Group waived the call option on the remaining 65% of the shares of InsERT SA. As a result, the Group lost power to control the subsidiary InsERT SA and has consequently:

- derecognized the assets (including attributable goodwill) and liabilities of InsERT SA at their carrying amounts;
- derecognized the carrying amount of the non-controlling interests;
- recognized the 35% share at its fair value as an investment in an associate.

The resulting loss can be specified as follows:

(€ 000)

Derecognition of assets and liabilities (including attributable goodwill)	13,837
Derecognition of non-controlling interest	-8,999
Recognition of investment in associate based on fair value of 35% interest	-4,707
Loss recognized in share of profit of an associate	131

In addition, the cumulative amount of exchange differences related to InsERT SA of €0.3 million previously recorded in other comprehensive income, was reclassified to the exchange rate differences in the income statement.

The fair value of InsERT SA was determined based on a calculation of the net present value of the expected future cash flow based on financial budgets/forecasts for the next 5 years and a growth percentage derived from long-term forecasts for the industry and expectations of the management involved for the period afterwards. These long-term forecasts are based upon growth rates for the different revenue categories, mainly consisting out of products, as well as the retention rate and various costs indexations. Both the expectation for long term GDP and CPI growth rates for Poland have been taken into consideration.

The discount rates represent the current market assessment of the risks specific to InsERT SA and Poland, regarding the time value of money and individual risks of the underlying assets which have not been incorporated in the cash flow estimates.

The key assumptions used are as follows:

Gross profit growth	5%
Employee and other expenses growth	3%
Discount rate	12.3%

6.7 Segment information

Operating segments

The Group is organized in legal entities linked to the type of activities (e.g. Sales, Research & Development), the product (e.g. ABW, Coda), market sector (e.g. Accountancy, Healthcare) or the geographical location. The reporting entities in the financial reporting structure are in most cases linked to the legal entity structure.

The Management Board evaluates the results of the various business operations within the Group on a periodic basis. The following reporting segments are distinguished by the Management Board:

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- Benelux
- FinancialForce.com
- United Kingdom
- Germany
- Norway
- Sweden
- Central R&D

No operational segments have been consolidated to come to the reporting segments mentioned above. The Management Board evaluates the results for the whole Group on a periodic basis including in particular the operating results (EBITDA) of those reporting segments. Transfer prices between operating segments are on an arm's length basis.

The following tables present the revenues and results of the operational segments of the Group.

For the 9-months ending 30 September 2013

(€ 000)	Benelux	Financial Force.com	United Kingdom	Germany	Norway	Sweden	Central R&D	All other operating segments	Elimination and adjustments	Total
Revenues third parties	116,193	11,228	60,761	12,050	33,572	49,964	0	72,472	0	356,240
Revenues inter-segment	9,854	0	674	47	695	1,002	32,885	2,936	-48,093 ¹	0
Total revenues	126,047	11,228	61,435	12,097	34,267	50,966	32,885	75,408	-48,093	356,240
EBITDA	27,315	-8,675	14,282	-2,538	5,814	7,210	17,946	3,134	0	64,488
Depreciation of (in)tangible assets	9,019	1,035	8,004	1,224	1,236	1,532	8,770	9,848	0	40,668
Impairment charges	163	0	0	0	0	0	0	2,781	0	2,944
Restructuring costs	3,317	0	677	2,274	0	0	22	311	0	6,601
Benefit of conversion of pension plan to defined contribution plan	5,140	0	0	0	0	0	0	0	0	5,140

¹ Inter-segment deliveries are eliminated

For the 9-months ending 30 September 2012

(€ 000)	Benelux	Financial Force.com	United Kingdom	Germany	Norway	Sweden	Central R&D	All other operating segments	Elimination and adjustments	Total
Revenues third parties	110,325	6,525	57,786	10,230	31,040	50,325	0	74,900	0	341,131
Revenues inter-segment	8,709	0	1,689	79	761	1,127	31,709	2,715	-46,789 ¹	0
Total revenues	119,034	6,525	59,475	10,309	31,801	51,452	31,709	77,615	-46,789	341,131
EBITDA	25,097	-6,113	11,760	-3,955	4,859	5,167	17,309	3,435	0	57,559
Depreciation of (in)tangible assets	7,713	868	9,132	1,329	1,406	1,284	7,580	9,522	0	38,834
Impairment charges	196	0	0	0	0	0	0	431	0	627
Restructuring costs	969	0	650	205	0	38	3	1,935	0	3,800

¹ Inter-segment deliveries are eliminated.

6.8 Income tax expense

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(€ 000)	for the 9-month period ending 30 September	
	2013	2012
<i>Current income tax charge</i>		
Current financial year	14,539	12,131
Amendments for preceding years	66	1,044
	<u>14,605</u>	<u>13,175</u>
<i>Deferred taxes</i>		
Temporary differences between fiscal and commercial valuation	-4,365	-4,568
Change in tax rates	-922	-919
Recognized losses	-4,968	-5,873
	<u>-10,255</u>	<u>-11,360</u>
Income tax expense	<u>4,350</u>	<u>1,815</u>

6.9 Issued capital

The authorized share capital at 30 September 2013 encompasses 40,000,000 (30 September 2012: 40,000,000) ordinary shares and 40,000,000 (30 September 2012: 40,000,000) preference shares, both with a nominal value of €0.05. No preference shares have been issued. The holders of ordinary shares have one vote per share at UNIT4's shareholders' meeting.

At the reporting date 29,691,331 ordinary shares (30 September 2012: 29,328,642) were issued and paid up. The changes (in numbers) in the share capital can be presented as follows:

	30 September	
	2013	2012
Balance at 1 January	29,457,789	29,292,396
Issue of share capital	65,708	36,246
Exercise of options	167,834	0
	<u>29,691,331</u>	<u>29,328,642</u>

6.10 Dividends paid

At 20 February 2013 UNIT4 management proposed a cash dividend of €0.45 (45 cents) per share. The General Meeting of Shareholders as at 22 May 2013 approved this proposal.

(€ 000)	30 September	
	2013	2012
Dividends declared and paid during the nine-month period:		
Final dividend for 2012 (€0.45 per share)	13,353	0
Final dividend for 2011 (€0.40 per share)	0	11,783

6.11 Earnings per share

The earnings per share can be specified as follows:

For the 9-month period ending 30 September (€ 000)		2013		2012	
Basic earnings per share (A/X)	€	0.45	€	0.35	
Diluted earnings per share (B/Y)	€	0.45	€	0.35	
Basic earnings per share before goodwill related items and impairment (D/X)	€	0.97	€	0.86	
Diluted earnings per share before goodwill related items and impairment (C/Y)	€	0.96	€	0.86	

Basic earnings per share is calculated by dividing the net profit for the 9-month period attributable to ordinary shareholders by the weighted average number of shares outstanding during the 9-month period.

Diluted earnings per share is calculated by dividing the net profit for the 9-month period attributable to ordinary shareholders (after adjusting for outstanding option rights (after tax)) by the weighted average number of shares outstanding during the 9-month period plus the weighted average number of shares that would be issued on conversion of all the potential dilutive ordinary shares.

The basic and diluted earnings per share before goodwill related items and impairments are calculated by using the net profit for the 9-month period attributable to ordinary shareholders without goodwill impairment, amortization of customer contracts, acquired software development costs and trademarks instead of the net profit for the 9-month period attributable to ordinary shareholders.

The calculation can be specified as follows:

For the 9-month period ending 30 September
(€ 000)

	2013	2012
Net profit attributable to ordinary shareholders (A)	13,462	10,319
Effect of outstanding option rights (after tax)	0	0
Net profit attributable to ordinary shareholders (after dilution) (B)	13,462	10,319
Goodwill related items and impairments	15,151	15,032
Net profit attributable to ordinary shareholders before goodwill related items and impairments (after dilution) (C)	28,613	25,351
Net profit attributable to ordinary shareholders (A)	13,462	10,319
Goodwill related items and impairments	15,151	15,032
Net profit attributable to ordinary shareholders before goodwill related items and impairments (D)	28,613	25,351

(in numbers x 1,000)	2013	2012
Weighted average number of shares during the period (X)	29,627	29,316
Effect of outstanding option rights	77	118
Weighted average number of shares during the period adjusted for the effect of dilution (Y)	29,704	29,434

6.12 Intangible assets

During the first nine months the Group has invested in intangible assets a total amount of €27.3 million (2012: €26.6 million), of which €21.9 million (2012: €20.9 million) is capitalized as a consequence of internally developed software.

6.13 Impairment

Goodwill is tested for impairment annually (as at 1 December) and when circumstances indicate the carrying value may be impaired. The Group's impairment test for goodwill is based on value-in-use calculations that use a discounted cash flow model. The key assumptions used to determine the recoverable amount for the different cash-generating units (CGU) were discussed in the annual financial statements for the year ended 31 December 2012.

During the nine months ending 30 September 2013 the Group observed indications for a potential impairment of goodwill for three cash-generating units. For the CGU Van der Kley automatisering and Agresso France Maintenance & Services, management performed an impairment calculation as at 30 June 2013. The calculations were reviewed again as at 30 September 2013 but did not materially change. For the CGU Spain management performed an impairment calculation as at 30 September 2013.

Cash-generating unit Van der Kley automatisering

Management expects that the activities of Van der Kley automatisering will generate revenue up to and including 2015. Therefore the calculation of the recoverable amount of Van der Kley automatisering is

updated to reflect the shorter remaining period. As a result of this analysis, management has recognized an impairment charge of €163,000 against goodwill previously carried at €418,000.

Cash-generating unit Agresso France Maintenance & Services SA (Fininfor business)

Management expects that the activities of Fininfor will generate revenue up to and including 2016. Therefore the projected cash flows were updated to reflect an expected decreased level of product and contract revenues for the products of Fininfor. All other assumptions remained consistent with those disclosed in the annual statements for the year ended 31 December 2012. As a result of this analysis, management has recognized an impairment charge of €161,000 against goodwill previously carried at €416,000.

Cash-generating unit Spain

Management has reviewed the performance of the CGU Spain. Based upon an updated forecast for the current and next financial year and the view that economic circumstances in Spain have deteriorated more than previously expected, this has resulted in a downward adjustment of the mid-to-long term financial forecast. Because an impairment charge was recognized for this CGU during 2012, the estimated recoverable amount was already equal to its carrying value, and any adverse change in circumstances would result in potential additional impairment. Therefore management performed an early impairment calculation as per 30 September 2013.

The key assumptions used in the value in use calculation are as follows:

	30 September	31 December
	2013	2012
Gross profit growth	3%	4%
Employee and other expenses growth	2%	1%
Discount rate	11.41%	11.36%

All other assumptions remained consistent with those disclosed in the annual statements for the year ended 31 December 2012. As a result of this analysis, management has recognized an impairment charge of €2.6 million against goodwill previously carried at €8.5 million.

Other Cash-generating units

For the other cash generating units the Group has not observed indications from which an early impairment test is required.

6.14 Tangible assets

During the first nine months the Group has invested in tangible assets a total amount of €12.8 million (2012: €6.2 million).

6.15 Pension Obligations

As per 1 January 2013 the Group has made amendments to the policies around the existing pension plans in the Netherlands. As a result of these amendments, the ASR Plan I, ASR Plan II and the ASR Plan III do no longer qualify as a defined benefit plan. These plans are from 1 January 2013 onwards accounted for as defined contribution plans. The obligation recognized until 1 January 2013 for these pension plans has been reversed through employee costs in profit or loss.

The movement for these plans can be specified as follows:

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(€ 000)	ASR plan I	ASR plan II	ASR plan III
Balance at 31 December 2012	452	4,575	461
Opening balance adjustment adoption of IAS19R ¹	38-	420-	34-
Balance at 1 January 2013	414	4,155	427
Transfer of participants from pension plan acquired company ²	0	144	0
Conversion of pension plan to defined contribution plan	414-	4,299-	427-
Balance at 30 September 2013	0	0	0

¹ The adjustment of the opening balance relates to the adoption of new accounting standards as discussed in Note 6.2.

² The transfer relates to participants which were transferred from a defined benefit pension plan in the business combination Montana Software B.V. (acquired in 2012) to ASR Plan II as per 01-01-2013.

6.16 Fair Value

The following overview presents a comparison of the carrying amount and fair value of all financial instruments of the Group:

€000	30 September 2013		31 December 2012	
	Carrying amount	Fair value	Carrying amount	Fair value
<i>Financial assets</i>				
Other financial assets	10,062	10,062	12,158	12,158
Trade debtors	56,470	56,470	72,125	72,125
Other receivables	464	464	422	422
Cash and cash equivalents	23,332	23,332	33,906	33,906
	90,328	90,328	118,611	118,611
<i>Financial liabilities</i>				
Non-current liabilities	97,086	97,086	87,120	87,120
Earn out liabilities	1,008	1,008	1,567	1,567
Derivatives	3,645	3,645	5,337	5,337
Interest-bearing loans and borrowings (current)	38,519	38,519	64,098	64,098
Trade payables	11,380	11,380	15,057	15,057
	151,638	151,638	173,179	173,179

Fair value hierarchy

All financial instruments for which fair value is recognized or disclosed are categorized within the fair value hierarchy, described as follows, based on the lowest level input that is significant to the fair value measurement as a whole:

Level 1: Quoted market prices in an active market (that are unadjusted) for identical assets or liabilities

Level 2: Valuation techniques (for which the lowest level input that is significant to the fair value measurement

is directly or indirectly observable)

Level 3: Valuation techniques (for which the lowest level input that is significant to the fair value measurement

is unobservable)

For financial instruments that are recognized at fair value on a recurring basis, the Group determines whether transfers have occurred between Levels in the hierarchy by re-assessing categorization (based on the lowest level input that is significant to the fair value measurement as a whole) at the end of each reporting period.

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As at 30 September 2013, the Group held the following class of financial instruments measured at fair value:

(€ 000)	Total	Level 1	Level 2	Level 3
Liabilities measured at fair value				
Derivatives (interest SWAP's)	3,645	0	3,645	0
	<u>3,645</u>	<u>0</u>	<u>3,645</u>	<u>0</u>

As at 31 December 2012, the Group held the following class of financial instruments measured at fair value:

(€ 000)	Total	Level 1	Level 2	Level 3
Liabilities measured at fair value				
Derivatives (currency and interest SWAP's)	5,337	0	5,337	0
	<u>5,337</u>	<u>0</u>	<u>5,337</u>	<u>0</u>

During the 9-month period ended 30 September 2013, there were no transfers between Level 1 and Level 2 fair value measurements, and no transfers into or out of Level 3 fair value measurements.

Valuation techniques used to derive Level 2 fair values

Level 2 trading and hedging derivatives comprise of interest rate swaps. These interest rate swaps are fair valued using forward interest rates extracted from observable yield curves.

6.17 Credit risk

The financial assets include the loan towards the main former external partner of UNIT4 TETA SA amounting to PLN 29.2 million (€7.1 million) that is to be received in the coming 5 years. On 31 December 2013 the first repayment for an amount of PLN 1.5 million (€0.4 million) is due to be received. A collateral is held which is independently valued for €7.1 million. Inherently there remains uncertainty in respect of the repayment of this loan, and the realization of the collateral, if necessary.

6.18 Share-based payments

In the first nine months of 2013, 51,024 Basic shares were acquired by the participants as part of the Performance Share Plan. Based upon the expected outcome of the pre-agreed long-term targets this would lead to 30,850 performance shares to be awarded.

The carrying amount of the liability related to the Performance share plan at 30 September 2013 is €475,000 (31 December 2012: €118,000).

The expense of all current share-based payments is specified below:

(€ 000)	for the 9-month period ending 30 September	
	2013	2012
<i>Cash settled share-based payments</i>		
Granted during the financial year 2013	187	0
Granted during the financial year 2012	<u>170</u>	<u>87</u>
	<u>357</u>	<u>87</u>
<i>Equity settled share-based payments</i>		
Granted during the financial year 2011	314	314
Granted during the financial year 2009	<u>0</u>	<u>236</u>
	<u>314</u>	<u>550</u>
Share-based payment expense	<u>671</u>	<u>637</u>

6.19 Events after the reporting period

In the period between balance sheet date and the authorization of the interim financial statements the following significant events occurred:

Business Combinations Vana Workforce and Less software

See Note 6.6.2 for more information.

Intended cash offer for all issued and outstanding shares of UNIT4 N.V. by Advent international

On 18 November 2013 Advent International and UNIT4 reached a conditional agreement following a competitive bidding process. The recommended public offer by Advent International is EUR 38.75 (cum dividend) in cash for all issued and outstanding ordinary share of UNIT4. The outcome of the offer is still uncertain but in case the offer succeeds the transaction will have the following impact on the financial position of the Group:

1. The current long term performance share plan contains a change of control clause. If the above offer succeeds, this will result in:
 - a. All basic shares being unlocked
 - b. All performance share being grantedThe expected impact is an expense on share based payments of approximately €6 million in the income statement.
2. The outstanding share options will be unlocked which will result in an expense on share based payments of €0.1 million in the income statement.
3. The Group has used several external advisors in the above process, which are in most cases compensated based on a successful completion of the transaction. If the above offer succeeds, the Group will be required to pay the related success fees of approximately €6 million.

As at 30 September 2013, the Group was still engaged in exploratory discussions with multiple private equity firms and there was no certainty that any of these discussions would lead to a public offer. Therefore none of the above has been recognized as at 30 September 2013.

Other

No other significant events occurred in the period between balance sheet date and the authorization of the financial statements which could be of influence on the economic decisions made by users of these interim financial statements.

Sliedrecht, 20 December 2013

C. Ouwinga,
J. Duarte,
E.T.S. van Leeuwen

7. Review report

To: the shareholders and the supervisory board of UNIT4 N.V.

Introduction

We have reviewed the accompanying Interim condensed consolidated financial statements of UNIT4 N.V., Sliedrecht, which comprises the interim consolidated statement of financial position as at 30 September 2013, the interim consolidated income statement, the interim consolidated statement of comprehensive income, the interim consolidated statement of changes in equity, and the interim consolidated statement of cash flows for the nine-month period ended 30 September 2013, and the notes. Management is responsible for the preparation and presentation of these Interim condensed consolidated financial statements in accordance with IAS 34, 'Interim Financial Reporting' as adopted by the European Union. Our responsibility is to express a conclusion on these Interim condensed consolidated financial statements based on our review.

Scope

We conducted our review in accordance with Dutch law including standard 2410, 'Review of Interim Financial Information Performed by the Independent Auditor of the Entity'. A review of interim financial information consists of making inquiries, primarily of persons responsible for financial and accounting matters, and applying analytical and other review procedures. A review is substantially less in scope than an audit conducted in accordance with Dutch auditing standards and consequently does not enable us to obtain assurance that we would become aware of all significant matters that might be identified in an audit. Accordingly, we do not express an audit opinion.

Conclusion

Based on our review, nothing has come to our attention that causes us to believe that the accompanying Interim condensed consolidated financial statements for the nine-month period ended 30 September 2013 is not prepared, in all material respects, in accordance with IAS 34, 'Interim Financial Reporting' as adopted by the European Union.

Rotterdam, 20 December 2013

Ernst & Young Accountants LLP

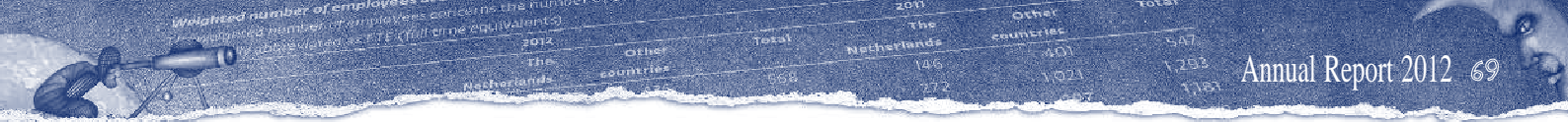
signed by M. Huizer

14. FINANCIAL STATEMENTS 2012 OF UNIT4





January	700	1,024	1,220	284	1,042	284
February	191	438	1,185	292	915	1,129
March	440	136	620	185	1,112	1,112
April	118		520	182	507	507



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1 CONSOLIDATED INCOME STATEMENT

For the year ended 31 December 2012

(€000)

	Notes	2012	2011 (restated ¹)
Products		76,358	75,267
SaaS and Subscriptions		47,979	38,522
Contracts		196,310	181,659
Services and other		149,123	150,247
Revenue		469,770	445,695
Cost of sales	6.11	35,609	37,779
Gross profit		434,161	407,916
Employee costs	6.9	294,426	273,852
Other operating expenses	6.13	53,567	50,550
Operating result before interest, tax, depreciation and amortization (EBITDA)		86,168	83,514
Depreciation of property, plant and equipment and amortization of intangible assets	6.12	63,338	48,244
Operating result before interest and tax (EBIT)		22,830	35,270
Finance costs	6.14	16,129	11,517
Finance income	6.15	6,322	7,486
Share of profit of an associate	6.7	212	-77
Profit before tax		13,235	31,162
Income tax	6.16	-10,292	8,012
Profit for the year		23,527	23,150
Attributable to:			
Shareholders of UNIT4		24,292	23,739
Non-controlling interests		-765	-589
		23,527	23,150
Earnings per share in € (attributable to shareholders of UNIT4)	6.18		
- Basic earnings per share		0.83	0.81
- Diluted earnings per share		0.83	0.81

¹ Certain amounts do not correspond to the Group's annual financial statements as at 31 December 2011 as they include adjustments for errors in previous periods as described in Note 6.5.

2 CONSOLIDATED STATEMENT OF COMPREHENSIVE INCOME

For the year ended 31 December 2012

(€000)

	Notes	2012	2011 (restated ¹)
Profit for the year		23,527	23,150
Currency translation differences on translation of foreign operations ²		11,226	2,078
Currency translation differences on hedge of net investment ²		-25	-1,253
Currency translation differences		11,201	825
Actuarial gains and losses on defined benefit plans	6.28	-2,437	-2,135
Income tax effect on actuarial gains and losses on defined benefit plans		609	534
Actuarial gains and losses on defined benefit plans after taxes		-1,828	-1,601
Total comprehensive income for the year after taxes		32,900	22,374
Attributable to:			
Shareholders of UNIT4		32,802	23,953
Non-controlling interests		98	-1,579
		32,900	22,374

¹ Certain amounts do not correspond to the Group's annual financial statements as at 31 December 2011 as they include adjustments for errors in previous periods as described in Note 6.5.

² Income tax is not applicable for these items within the period.

3 CONSOLIDATED STATEMENT OF FINANCIAL POSITION

As at 31 December 2012

(€000)

	Notes	2012	2011 (restated ¹)
Assets			
Non-current assets			
Goodwill	6.19	174,095	177,827
Intangible assets (excluding goodwill)	6.19	202,076	188,706
Property, plant and equipment	6.21	37,109	35,357
Investment in associates and joint ventures	6.7	5,424	5,212
Other financial assets	6.22	11,561	4,030
Deferred tax asset	6.23	50,587	21,073
		480,852	432,205
Current assets			
Inventories	6.24	642	911
Trade and other receivables	6.25	97,842	87,030
Income tax asset		246	457
Other taxes	6.25.3	503	754
Cash and cash equivalents	6.26	33,906	21,366
		133,139	110,518
Total assets		613,991	542,723
Equity and liabilities			
Equity			
Issued capital	6.17.1	1,473	1,465
Share premium	6.17.2	314,189	311,406
Currency translation differences reserve	6.17.3	-8,907	-19,245
Accumulated deficit		-57,257	-68,622
Equity attributable to UNIT4		249,498	225,004
Non-controlling interests		8,152	8,240
Total equity		257,650	233,244
Non-current liabilities			
Interest-bearing loans and borrowings	6.27	90,416	84,631
Pension obligations	6.28	6,961	4,278
Deferred tax liability	6.29	45,680	37,163
Provisions	6.30	2,231	1,962
		145,288	128,034
Current liabilities			
Provisions	6.30	2,608	1,986
Trade and other payables	6.31	17,818	14,477
Interest-bearing loans and borrowings	6.32	64,098	54,480
Income tax payable		9,627	8,025
Other taxes	6.33	22,945	20,529
Other liabilities, accruals and deferred income	6.34	93,957	81,948
		211,053	181,445
Total equity and liabilities		613,991	542,723

¹ Certain amounts do not correspond to the Group's annual financial statements as at 31 December 2011 as they include adjustments for errors in previous periods as described in Note 6.5.

4 CONSOLIDATED STATEMENT OF CHANGES IN EQUITY

For the year ended 31 December 2012

(€000)

	Attributable to shareholders of UNIT4					Non-controlling interests	Total equity
	Issued capital	Share premium	Currency translation differences reserve	Accumulated deficit	Total		
1 January 2012	1,465	311,406	-19,245	-68,622	225,004	8,240	233,244
Profit reporting period (after tax)	0	0	0	24,292	24,292	-765	23,527
Other comprehensive income	0	0	10,338	-1,828	8,510	863	9,373
Total comprehensive income	0	0	10,338	22,464	32,802	98	32,900
Change in ownership non-controlling interest	0	0	0	82	82	-62	20
Issue of share capital	2	754	0	0	756	0	756
Exercise of options	6	2,029	0	0	2,035	0	2,035
Dividend	0	0	0	-11,836	-11,836	-124	-11,960
Share-based payment ¹	0	0	0	655	655	0	655
31 December 2012	1,473	314,189	-8,907	-57,257	249,498	8,152	257,650

For the year ended 31 December 2011 (restated)

(€000)

	Attributable to shareholders of UNIT4					Non-controlling interests	Total equity
	Issued capital	Share premium	Currency translation differences reserve	Accumulated deficit	Total		
1 January 2011	1,461	310,313	-20,651	-75,404	215,719	11,252	226,971
Adjustment of previous period errors ²	0	0	-409	-3,124	-3,533	0	-3,533
1 January 2011 (restated)	1,461	310,313	-21,060	-78,528	212,186	11,252	223,438
Profit reporting period (after tax)	0	0	0	23,739	23,739	-589	23,150
Other comprehensive income	0	0	1,815	-1,601	214	-990	-776
Total comprehensive income	0	0	1,815	22,138	23,953	-1,579	22,374
Acquisition of shares existing subsidiaries ³	0	0	0	-5,544	-5,544	-1,130	-6,674
Exercise of options	4	1,093	0	0	1,097	0	1,097
Dividend	0	0	0	-7,319	-7,319	-303	-7,622
Share-based payment ¹	0	0	0	631	631	0	631
31 December 2011	1,465	311,406	-19,245	-68,622	225,004	8,240	233,244

¹ For equity settled share-based payment transaction IFRS 2.7 requires to recognize an increase in equity but does not specify where in equity this should be recognized. The Group has chosen to recognize the credit in Accumulated deficit.

² The opening balance for equity has been restated to include adjustments for errors in previous periods as described in Note 6.5.

³ The movement in equity regarding acquisition of shares existing subsidiaries mainly relates to acquisition of the remaining non-controlling shareholding in I-Signaal B.V. as described in Note 6.5.3.

5 CONSOLIDATED STATEMENT OF CASH FLOWS

For the year ended 31 December 2012

(€000)

	Notes	2012	2011 (restated ¹)
Cash flows from operating activities			
Operating result (EBIT)		22,830	35,270
Adjustments for:			
Depreciation and impairment		63,338	48,244
Share-based payment transaction expense		773	631
Changes in provisions		373	-691
Changes in operating capital		2,536	7,287
Cash flows from operations		89,850	90,741
Interest paid		-5,425	-6,541
Interest received		5,048	4,884
Income tax paid		-14,271	-19,325
Cash flows from operating activities		75,202	69,759
Cash flows from investing activities			
Investments in intangible assets		-29,189	-24,235
Acquisition and divestment of subsidiaries, net of cash and cash equivalents		-18,122	-11,194
Investments in associates		0	-5,199
Investments in other financial assets		-8,583	-1,551
Repayment of other financial assets		795	814
Dividend from securities		0	38
Investments in property, plant and equipment		-8,047	-6,232
Cash flows from investing activities		-63,146	-47,559
Cash flows from financing activities			
Proceeds from issue of shares		2,791	1,097
Payments of borrowings		-115,158	-23,223
Dividends paid		-11,964	-7,596
Interest paid		-3,878	-5,116
Proceeds from borrowings		120,774	846
Acquisition of non-controlling interest		18	-3,748
Cash flows from financing activities		-7,417	-37,740
Net cash flows		4,639	-15,540
Currency translation differences		2,283	4,266
Cash and cash equivalents at 1 January		-10,114	1,160
Cash and cash equivalents at 31 December		-3,192	-10,114
Reconciliation with items on the statement of financial position:			
Cash and cash equivalents	6.26	33,906	21,366
Interest-bearing loans and borrowings (Repayment term long-term loan not included)	6.32	-37,098	-31,480
Cash and cash equivalents at 31 December		-3,192	-10,114

¹ Certain amounts do not correspond to the Group's annual financial statements as at 31 December 2011 as they include adjustments for errors in previous periods as described in Note 6.5.

6 NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS

6.1 CORPORATE INFORMATION

The consolidated financial statements for 2012 of UNIT4 N.V. were authorized for issue in accordance with the resolution of the Board of Directors and the Supervisory Board on 18 March 2013. UNIT4 N.V. is a public company established and domiciled in the Netherlands whose shares are publicly traded. UNIT4 N.V. and its subsidiaries (jointly 'UNIT4' or 'Group') operate as an international producer and vendor of business software. The head office is based in Slidrecht, the Netherlands.

6.2 BASIS OF PREPARATION

The consolidated financial statements have been prepared on a historical cost basis, except for derivative financial instruments and available-for-sale financial assets that have been measured at fair value. The carrying values of recognized assets and liabilities that are designated as hedged items in fair value hedges that would otherwise be carried at amortized cost, are adjusted to record changes in the fair values attributable to the risks that are being hedged in effective hedge relationships. The consolidated financial statements are presented in euros and all values are rounded to the nearest thousand (€000) except where otherwise indicated.

6.2.1 STATEMENT OF COMPLIANCE

The consolidated financial statements of the Group have been prepared in accordance with International Financial Reporting Standards (IFRS) as issued by the International Accounting Standards Board (IASB) and adopted by the European Union.

6.2.2 CONSOLIDATION

The consolidated financial statements include the financial information of the parent company, UNIT4 N.V., and its subsidiaries.

Subsidiaries are fully consolidated from the date of acquisition, being the date on which the Group obtains control, and continue to be consolidated until the date when such control ceases. The financial statements of the subsidiaries are prepared for the same reporting period as the parent company, using consistent accounting policies. All intra-group balances, transactions, unrealised gains and losses resulting from intra-group transactions and dividends are eliminated in full.

In case of a non-controlling interest, total comprehensive income within a subsidiary is attributed to the non-controlling interest even if that results in a deficit balance.

A change in the ownership interest of a subsidiary, without a loss of control, is accounted for as an equity transaction.

If the Group loses control over a subsidiary, it:

- Derecognizes the assets (including goodwill) and liabilities of the subsidiary.
- Derecognizes the carrying amount of any non-controlling interest.
- Derecognizes the cumulative currency translation differences on translation of foreign operations, recorded in equity.
- Recognizes the fair value of the consideration received.
- Recognizes the fair value of any investment retained.
- Recognizes any surplus or deficit in profit or loss.
- Reclassifies the parent's share of components previously recognized in other comprehensive income to profit or loss or accumulated deficit, as appropriate.

Overview of consolidated Group companies

As at 31 December 2012, the following companies are recognized in the consolidation of the Group:

Companies

Companies	Registered office	Share in capital (direct parent/subsidiary relation)
UNIT4 N.V.	Slidrecht, the Netherlands	
UNIT4 Business Software Benelux B.V.	Slidrecht, the Netherlands	100%
UNIT4 Business Software B.V.	Slidrecht, the Netherlands	100%
UNIT4 Accountancy B.V.	Veenendaal, the Netherlands	100%
UNIT4 Gezondheidszorg B.V.	Slidrecht, the Netherlands	100%
UNIT4 Software B.V.	Slidrecht, the Netherlands	100%
UNIT4 Business Software N.V.	Antwerp, Belgium	100%
UNIT4 IT Solutions B.V.	Capelle a/d IJssel, the Netherlands	100%
UNIT4 Financiële Intermediairs B.V.	Slidrecht, the Netherlands	100%
UNIT4 C-Logic N.V.	Brugge, Belgium	100%

100%

100%

Companies	Registered office	Share in capital
		(direct parent/subsidiary relation)
Montana Software B.V.	Heerhugowaard, the Netherlands	100%
Montana Automatisering B.V.	Heerhugowaard, the Netherlands	100%
UNIT4 Business Software Holding B.V.	Slidrecht, the Netherlands	100%
Agresso Cyprus Ltd.	Limassol, Cyprus	100%
UNIT4 R&D AS	Oslo, Norway	100%
UNIT4 Agresso AS	Oslo, Norway	100%
UNIT4 Current Software AS	Kristiansand, Norway	100%
SendRegning AS	Oslo, Norway	100%
EXIE AS	Oslo, Norway	100%
UNIT4 Agresso A/S	Lyngby, Denmark	100%
UNIT4 Agresso AB	Solna, Sweden	100%
UNIT4 Eesti OU	Tallinn, Estonia	100%
UNIT4 OCRA AB	Solna, Sweden	100%
UNIT4 Business Software Ltd.	Bristol, United Kingdom	100%
CODA Ltd.	Bristol, United Kingdom	100%
CODA Group International Ltd.	Bristol, United Kingdom	100%
GWG Holdings Ltd.	Limassol, Cyprus	100%
UNIT4 Coda B.V.	Slidrecht, the Netherlands	100%
UNIT4 CODA France SAS	La Défense, France	100%
UNIT4 Malaysia Sdn. Bhd.	Petaling Jaya, Malaysia	100%
UNIT4 Asia Pacific Pte. Ltd.	Singapore, Singapore	100%
UNIT4 Prosoft Pte. Ltd.	Singapore, Singapore	100%
Prosoft Systems Pte. Ltd.	Singapore, Singapore	100%
UNIT4 Business Software (Ireland) Ltd.	Dublin, Ireland	100%
UNIT4 Business Software Spain S.L.U.	Granada, Spain	100%
UNIT4 Business Software Ibérica S.A.	Barcelona, Spain	100%
UNIT4 Agresso GE, S.L.	Malabo, Equatorial-Guinea	65%
UNIT4 Portugal Unipessoal LDA	Oeiras, Portugal	100%
UNIT4 Business Software S.r.l.	Milan, Italy	100%
UNIT4 Business Software GmbH	Munich, Germany	100%
adata Software GmbH	Verden (Aller), Germany	100%
UNIT4 Moçambique Ltd.	Maputo, Mozambique	100%
Agresso France Maintenance & Services SAS	Bourg la Reine, France	100%
UNIT4 R&D Spain, S.L.	Granada, Spain	100%
UNIT4 Business Software Pty Ltd.	Southport, Australia	100%
UNIT4 CODA Hungary Kft.	Budapest, Hungary	100%
UNIT4 CODA Czech s.r.o.	Praha, Czech Republic	100%
PT. UNIT FOUR INDONESIA	DFI Jakarta, Indonesia	100%
UNIT4 Business Software (Pty) Ltd.	Gauteng, South-Africa	100%
UNIT4 ABW B.V.	Slidrecht, the Netherlands	100%
UNIT4 Business Software Sp. z o.o.	Wrocław, Poland	100%
UNIT4 TETA SA	Wrocław, Poland	100%
UNIT4 TETA HR Center Sp. z o.o.	Wrocław, Poland	100%
InsERT SA	Wrocław, Poland	35%
UNIT4 Software Engineering Sp. z o.o.	Wrocław, Poland	100%
UNIT4 TETA BI Center Sp. z o.o.	Wrocław, Poland	66.43%
VT-SOFT Software Kft.	Budapest, Hungary	86%
UNIT4 Business Software Americas Inc.	Victoria (BC), Canada	100%
UNIT4 Business Software Corp.	Alberta, Canada	100%
UNIT4 Business Software Inc.	Massachusetts, United States	100%
FinancialForce.com Inc.	San Mateo, United States	81.90%
Foundation ICT Group B.V.	Utrecht, the Netherlands	100%

6.2.3 CHANGES IN ACCOUNTING POLICY AND DISCLOSURES

The Group has adopted the following amended IFRS as of 1 January 2012, which did not have any impact on the accounting policies, financial position or performance of the Group:

IAS 12 Deferred Tax: Recovery of Underlying Assets (Amendment)

This amendment to IAS 12 includes a rebuttable presumption that the carrying amount of investment property measured using the fair value model in IAS 40 will be recovered through sale and, accordingly, that any related deferred tax should be measured on a sale basis. The presumption is rebutted if the investment property is depreciable and it is held within a business model whose objective is to consume substantially all of the economic benefits in the investment property over time, rather

than through sale. Specifically, IAS 12 will require that deferred tax arising from a non-depreciable asset measured using the revaluation model in IAS 16 should always reflect the tax consequences of recovering the carrying amount of the underlying asset through sale. Effective implementation date is for annual periods beginning on or after 1 January 2012.

IFRS 7 Disclosures - Transfers of financial assets (Amendment)

The IASB issued an amendment to IFRS 7 that enhances disclosures for financial assets. These disclosures relate to assets transferred (as defined under IAS 39). If the assets transferred are not derecognized entirely in the financial statements, an entity has to disclose information that enables users of financial statements to understand the relationship between those assets which are not derecognized and their associated liabilities. If those assets are derecognized entirely, but the entity retains a continuing involvement, disclosures have to be provided that enable users of financial statements to evaluate the nature of, and risks associated with, the entity's continuing involvement in those derecognized assets. Effective implementation date is for annual periods beginning on or after 1 July 2011 with no comparative requirements.

The following amendment to IFRS as of 1 January 2012 is not applicable to the Group and therefore did not have any impact on the accounting policies, financial position or the performance of the Group:

- IFRS 1 First-Time Adoption of International Financial Reporting Standards (Amendment) – Severe Hyperinflation and Removal of Fixed Dates for First-Time Adopters.

The Group has not early adopted any other standard, interpretation or amendment that has been issued but is not yet effective.

6.2.4 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

6.2.4.1 BUSINESS COMBINATIONS AND GOODWILL

Business combinations are accounted for using the acquisition method. The cost of an acquisition is measured as the aggregate of the consideration transferred, measured at acquisition date fair value and the amount of any non-controlling interest in the acquiree. For each business combination, the Group elects whether it measures the non-controlling interest in the acquiree either at fair value or at the proportionate share of the acquiree's identifiable net assets. Acquisition costs incurred are expensed and included in financial and legal advisory costs.

When the Group acquires a business, it assesses the financial assets and liabilities assumed for appropriate classification and designation in accordance with the contractual terms, economic circumstances and pertinent conditions as at the acquisition date. This includes the separation of embedded derivatives in host contracts by the acquiree.

If the business combination is achieved in stages, the acquisition date fair value of the acquirer's previously held equity interest in the acquiree is remeasured to fair value at the acquisition date through profit or loss.

If the initial accounting for a business combination is incomplete by the end of the reporting period in which the combination occurs, provisional amounts are reported for the items for which the accounting is incomplete. If, during the measurement period, new information is obtained about facts and circumstances that existed as of the acquisition date and, if known, would have affected the assets and liabilities recognized as of that date, the provisional amounts recognized will be adjusted retrospectively. The measurement period ends as soon as the information it was seeking about facts and circumstances that existed as of the acquisition date is received or the moment that more information is not obtainable. The measurement period does not exceed one year.

Any contingent consideration to be transferred by the acquirer will be recognized at fair value at the acquisition date. Subsequent changes to the fair value of the contingent consideration which is deemed to be an asset or liability, that do not reflect facts or circumstances that existed at the acquisition date, will be recognized in accordance with IAS 39 either in profit or loss or as a change to other comprehensive income. In instances where the contingent consideration does not fall within the scope of IAS 39, it is measured in accordance with IAS 37 or other IFRSs as appropriate.

If the contingent consideration is classified as equity, it will not be remeasured. Subsequent settlement is accounted for within equity.

Goodwill is initially measured at cost being the excess of the aggregate of the consideration (to be) transferred and the amount recognized for non-controlling interest over the net identifiable assets acquired and liabilities assumed.

If this consideration is lower than the fair value of the net assets of the subsidiary acquired, the difference is recognized in the income statement.

After initial recognition, goodwill is measured at cost less any accumulated impairment losses. For the purpose of impairment

testing, goodwill acquired in a business combination is, from the acquisition date, allocated to each of the Group's cash-generating units that are expected to benefit from the combination, irrespective of whether other assets or liabilities of the acquiree are assigned to those units.

Where goodwill forms part of a cash-generating unit and part of the operation within that unit is disposed of, the goodwill associated with the operation disposed of is included in the carrying amount of the operation when determining the gain or loss on disposal of the operation. Goodwill disposed of in this circumstance is measured based on the relative values of the operation disposed of and the portion of the cash-generating unit retained.

6.2.4.2 INVESTMENT IN AN ASSOCIATE

The Group's investment in its associate is accounted for using the equity method. An associate is an entity in which the Group has significant influence.

Under the equity method, the investment in the associate is carried in the statement of financial position at cost plus post acquisition changes in the Group's share of net assets of the associate. Goodwill relating to the associate is included in the carrying amount of the investment and is neither amortized nor individually tested for impairment.

The income statement reflects the share of the results of operations of the associate and the Group's share of post-acquisition movements in other comprehensive income is recognized in other comprehensive income with a corresponding adjustment to the carrying amount of the investment. Where there has been a change recognized directly in the equity of the associate, the Group recognizes its share of any changes and discloses this, when applicable, in the statement of changes in equity. Unrealized gains and losses resulting from transactions between the Group and the associate are eliminated to the extent of the interest in the associate.

The share of profit (or loss) of an associate is shown on the face of the income statement. This is the profit attributable to equity holders of the associate and therefore is profit after tax and non-controlling interests in the subsidiaries of the associate.

The financial statements of the associate are prepared for the same reporting period as the Group. Where necessary, adjustments are made to bring the accounting policies in line with those of the Group.

After application of the equity method, the Group determines whether it is necessary to recognize an additional impairment loss on the Group's investment in its associate. The Group determines at each reporting date whether there is any objective evidence that the investment in the associate is impaired. If this is the case the Group calculates the amount of impairment as the difference between the recoverable amount of the associate and its carrying value and recognizes the amount in the 'share of profit of an associate' in the income statement.

Upon loss of significant influence over the associate, the Group measures and recognizes any retaining investment at its fair value. Any difference between the carrying amount of the associate upon loss of significant influence and the fair value of the retaining investment and proceeds from disposal is recognized in profit or loss.

6.2.4.3 INTEREST IN A JOINT VENTURE

The Group has an interest in a joint venture that is a jointly controlled entity, whereby the venturers have a contractual arrangement that establishes joint control over the economic activities of the entity. The Group recognizes its interest in the joint venture using the equity method.

Upon loss of joint control and provided the former joint control entity does not become a subsidiary or associate, the Group measures and recognizes its remaining investment at its fair value. Any difference between the carrying amount of the former joint controlled entity upon loss of joint control and the fair value of the remaining investment and proceeds from disposal are recognized in profit or loss. When the remaining investment constitutes significant influence, it is accounted for as 'investment in an associate'.

6.2.4.4 NON-CURRENT ASSETS HELD FOR SALE AND DISCONTINUED OPERATIONS

Non-current assets and disposal groups classified as held for sale are measured at the lower of their carrying amount and fair value less costs to sell. Non-current assets and disposal groups are classified as held for sale if their carrying amounts will be recovered principally through a sale transaction rather than through continuing use. This condition is regarded as met only when the sale is highly probable and the asset or disposal group is available for immediate sale in its present condition. Management must be committed to the sale, which should be expected to qualify for recognition as a completed sale within one year from the date of classification.

In the consolidated statement of comprehensive income of the reporting period, and of the comparable period of the previous year, income and expenses from discontinued operations are reported separately from income and expenses from continuing operations, down to the level of profit after taxes, even when the Group retains a non-controlling interest in the subsidiary after the sale. The resulting profit or loss (after taxes) or other comprehensive income is reported separately in the income statement or statement of comprehensive income respectively.

Property, plant and equipment and intangible assets once classified as held for sale are not depreciated or amortized.

6.2.4.5 FOREIGN CURRENCY TRANSLATION

The Group's consolidated financial statements are presented in euros, which is also the parent company's functional currency. Each entity in the Group determines its own functional currency and items included in the financial statements of each entity are measured using that functional currency. The Group has elected to recycle the gain or loss that arises from the step by step method of consolidation, which is the method the Group uses to complete its consolidation.

Transactions and balances

Transactions in foreign currencies are initially recorded by the Group entities at their respective functional currency rates prevailing at the date of the transaction.

Monetary assets and liabilities denominated in foreign currencies are retranslated at the functional currency spot rate of exchange ruling at the reporting date.

All differences arising on settlement or translation of monetary items are taken to the income statement with the exception of monetary items that are designated as part of the hedge of the Group's net investment of a foreign operation. These are recognized in other comprehensive income until the net investment is disposed, at which time, the cumulative amount is reclassified to the income statement. Tax charges and credits attributable to exchange differences on those monetary items are also recorded in other comprehensive income.

Non-monetary items that are measured in terms of historical cost in a foreign currency are translated using the exchange rates as at the dates of the initial transactions. Non-monetary items measured at fair value in a foreign currency are translated using the exchange rates at the date when the fair value is determined. The gain or loss arising on retranslation of non-monetary items is treated in line with the recognition of gain or loss on change in fair value of the item (i.e., translation differences on items whose fair value gain or loss is recognized in other comprehensive income or profit or loss is also recognized in other comprehensive income or profit or loss, respectively).

Group companies

The assets and liabilities of foreign operations are translated into euros at the rate of exchange prevailing at the reporting date and their income statements are translated at exchange rates prevailing at the date of the transactions (closing rate method). The exchange differences arising on the translation are recognized in other comprehensive income. On disposal of a foreign operation, the component of other comprehensive income relating to that particular foreign operation is recognized in the income statement.

Any goodwill arising on the acquisition of a foreign operation subsequent to 1 January 2005 and any fair value adjustments to the carrying amounts of assets and liabilities arising on the acquisition are treated as assets and liabilities of the foreign operation and translated at the closing rate.

The year-end exchange rates used are:

foreign currency compared to €1	2012	2011
Australian dollar (AUD)	1.2705	1.2720
Canadian dollar (CAD)	1.3115	1.3180
Czech krone (CZK)	25.0800	25.7700
Danish krone (DKK)	7.4595	7.4333
Hungarian forint (HUF)	291.5000	313.0000
Indonesian rupiah (IDR)	12,720.4146	11,766.7634
Malaysian ringgit (MYR)	4.0360	4.1128
Norwegian krone (NOK)	7.3500	7.7700
Polish zloty (PLN)	4.0800	4.4630
Pound sterling (GBP)	0.8150	0.8353
Singapore dollar (SGD)	1.6075	1.6810
South African rand (ZAR)	11.1750	10.4500
Swedish krone (SEK)	8.5750	8.9100
US dollar (USD)	1.3175	1.2933

The average exchange rates used are:

foreign currency compared to €1	2012	2011
Australian dollar (AUD)	1.2408	1.3460
Canadian dollar (CAD)	1.2853	1.3764
Czech krone (CZK)	25.1336	24.5606
Danish krone (DKK)	7.4434	7.4498
Hungarian forint (HUF)	288.7083	279.1736
Indonesian rupiah (IDR)	12,049.2305	N/A
Malaysian ringgit (MYR)	3.9688	4.2671
Norwegian krone (NOK)	7.4792	7.7956
Polish zloty (PLN)	4.1833	4.1183
Pound sterling (GBP)	0.8111	0.8688
Singapore dollar (SGD)	1.6064	1.7496
South African rand (ZAR)	10.5399	N/A
Swedish krone (SEK)	8.7040	9.0244
US dollar (USD)	1.2876	1.3949

6.2.4.6 REVENUE RECOGNITION

Revenues

The Group derives its revenues from the sale or license of software products and of support, subscription, consulting, development, training, and other services. The vast majority of the software arrangements include support services and many also include professional services and other elements.

Products revenue is the sum of proprietary software revenues, customization of the software and third party software products. Services and other revenues is the sum of professional services, customer services, training, IT services and other revenues. Contracts and subscription revenues is the sum of maintenance/support contracts, IT-related services (outsourcing) contracts and subscription-based software-related service revenues. Maintenance/support revenues represent fees earned from providing customers with unspecified future software updates, upgrades, enhancements and technical product support. Subscription-based software-related service revenues represents fees earned from subscription and hosting contracts. Subscription contracts have both software and support service elements as they provide the customer with current software products, rights to receive unspecified software products in the future, and rights to support services. Customers pay an annual fee for a defined subscription term, usually three to five years.

Revenue is recognized to the extent that it is probable that the economic benefits will flow to the Group and the revenue can be reliably measured. Revenue is measured at the fair value of the consideration (to be) received, excluding discounts, rebates, and sales taxes or duty. The Group assesses its revenue arrangements against specific criteria in order to determine if it is acting as principal or agent. The Group has concluded that it is acting as a principal in all of its revenue arrangements. The following four criteria should all be met to allow for revenue recognition:

- Persuasive evidence of an arrangement exists.
- Delivery has occurred.
- UNIT4 subsidiary's fee is fixed or determinable.
- Collectability is probable.

The proceeds from the sales of software are recognized at the time when the risks and rewards have passed to the buyer. The proceeds from services are recognized pro rata to the activities carried out in the execution of the work. The proceeds from maintenance/support revenues are recognized ratably over the term of the contract, usually one year. The proceeds from subscription based software-related service revenues are recognized ratably over the term of the arrangement. In multiple-element arrangements involving software and consulting, training, or other professional services that are not essential to the functionality of the software, the service revenues are accounted for separately from the software revenues. Revenues for arrangements that involve significant production, modification, or customization of the software and those in which the services are not available from third-party vendors and are therefore deemed essential to the software, are recognized depending on the fee structure, on a time-and-material basis, or using the percentage of completion method, based on direct labor costs incurred to date as a percentage of total estimated project costs required to complete the project.

If a customer is specifically identified as a bad debtor, no revenue is recognized except to the extent of fees that have already been collected.

Cost of sales

In general, the cost of third party goods and services delivered is recognized in the same period as the corresponding revenue.

Interest income

For all financial instruments measured at amortized cost and interest - bearing financial assets classified as available-for-sale, interest income or expense is recorded using the effective interest rate (EIR), which is the rate that exactly discounts the estimated future cash payments or receipts through the expected life of the financial instrument or a shorter period, where appropriate, to the net carrying amount of the financial asset or liability. Interest income is included in finance income in the income statement.

Dividends

Revenue is recognized when the Group's right to receive the payment is established. Dividends received from non-controlling interests are recognized in Finance income.

6.2.4.7 TAXES

Current income tax

Current income tax assets and liabilities for the current and prior periods are measured at the amount expected to be recovered from or paid to the taxation authorities. The tax rates and tax laws used to compute the amount are those that are enacted or substantively enacted, by the reporting date, in the countries where the Group operates and generates taxable income.

Current income tax relating to items recognized in other comprehensive income is recognized in other comprehensive income and not in the income statement. Management periodically evaluates positions taken in the tax returns with respect to situations in which applicable tax regulations are subject to interpretation and establishes provisions where appropriate.

Deferred tax

Deferred tax is provided using the liability method on temporary differences at the reporting date between the tax bases of assets and liabilities and their carrying amounts for financial reporting purposes. Deferred tax liabilities are recognized for all taxable temporary differences, except:

- Where the deferred tax liability arises from the initial recognition of goodwill or of an asset or liability in a transaction that is not a business combination and, at the time of the transaction, affects neither the accounting profit nor taxable profit or loss.
- In respect of taxable temporary differences associated with investments in subsidiaries, associates and interests in joint ventures, where the timing of the reversal of the temporary differences can be controlled and it is probable that the temporary differences will not reverse in the foreseeable future.

Deferred tax assets are recognized for all deductible temporary differences, carry forward of unused tax credits and unused tax losses, to the extent that it is probable that taxable profit will be available against which the deductible temporary differences, and the carry forward of unused tax credits and unused tax losses can be utilized except:

- Where the deferred tax asset relating to the deductible temporary difference arises from the initial recognition of an asset or liability in a transaction that is not a business combination and, at the time of the transaction, affects neither the accounting profit nor taxable profit or loss.
- In respect of deductible temporary differences associated with investments in subsidiaries, associates and interests in joint ventures, deferred tax assets are recognized only to the extent that it is probable that the temporary differences will reverse in the foreseeable future and taxable profit will be available against which the temporary differences can be utilized.

The carrying amount of deferred tax assets is reviewed at each reporting date and reduced to the extent that it is no longer probable that sufficient taxable profit will be available to allow all or part of the deferred tax asset to be utilized. Unrecognized deferred tax assets are reassessed at each reporting date and are recognized to the extent that it has become probable that future taxable profits will allow the deferred tax asset to be recovered.

Deferred tax assets and liabilities are measured at the tax rates that are expected to apply in the year when the asset is realized or the liability is settled, based on tax rates (and tax laws) that have been enacted or substantively enacted at the reporting date.

Deferred tax relating to items recognized outside profit or loss is recognized outside profit or loss. Deferred tax items are recognized in correlation to the underlying transaction either in other comprehensive income or directly in equity.

Deferred tax assets and deferred tax liabilities are offset, if a legally enforceable right exists to set off current tax assets against current income tax liabilities and the deferred taxes relate to the same taxable entity and the same taxation authority.

Sales tax

Revenues, expenses and assets are recognized net of the amount of sales tax except:

- Where the sales tax incurred on a purchase of assets or services is not recoverable from the taxation authority, in which case the sales tax is recognized as part of the cost of acquisition of the asset or as part of the expense item as applicable.
- Receivables and payables that are stated with the amount of sales tax included.

The net amount of sales tax recoverable from, or payable to, the taxation authority is included as part of receivables or payables in the statement of financial position.

6.2.4.8 GOVERNMENT GRANTS

Government grants are recognized where there is reasonable assurance that the grant will be received and all attached conditions will be complied with. When the grant relates to an expense item, it is recognized as income over the period necessary to match the grant on a systematic basis to the costs that it is intended to compensate. Where the grant relates to an asset, it is recognized as part of this asset reducing the carrying amount of this asset. The grant is then recognized as income over the useful life of a depreciable asset by way of a reduced depreciation charge.

6.2.4.9 PENSIONS AND OTHER POST EMPLOYMENT BENEFITS

The Group has defined benefit pension plans in Germany, France and in the Netherlands. The pension plan in France is managed by the government. The pension plans in the Netherlands and Germany are contracted to a (local) pension insurer. The plans at other entities, when available, qualify as defined contribution plans. The pension plans are financed from payments by employees and the relevant entities. For the defined benefit pension plans in Germany, France and in the Netherlands, the pension costs are measured using the projected unit credit method. Actuarial gains and losses for both defined benefit plans are recognized in full in the period in which they occur in other comprehensive income. Such actuarial gains and losses are also immediately recognized in accumulated deficit and are not amortized in profit or loss in subsequent periods. Unvested past service costs are recognized as an expense on a straight-line basis over the average period until the benefits become vested. If the benefits have already vested, immediately following the introduction of, or changes to, a pension plan, past service costs are recognized immediately. The defined benefit asset or liability comprises the present value of the defined benefit obligation (using a discount rate based on high quality corporate bonds), less past service costs and less the fair value of plan assets out of which the obligations are to be settled. Plan assets are assets that are held by a long-term employee benefit fund or qualifying insurance policies. Plan assets are not available to the creditors of the Group, nor can they be paid directly to the Group. Fair value is based on market price information and in the case of quoted securities it is the published bid price. The value of any defined benefit asset recognized is restricted to the sum of any past service costs and actuarial gains and losses not yet recognized and the present value of any economic benefits available in the form of refunds from the plan or reductions in the future contributions to the plan.

Provisions for jubilees are recognized in the statement of financial position at a value (per employee) that takes into account:

- The proportional composition of the deferred benefit.
- Actuarial gains or losses.
- Tax law effects.
- Discounting of the calculated obligation.

6.2.4.10 SHARE-BASED PAYMENT TRANSACTIONS

The Management Board and some senior executive employees of the Group receive remuneration in the form of share-based payment transactions if they realize a certain performance. This concerns both equity-settled transactions and cash-settled transactions.

Equity-settled transactions

The cost of equity-settled transactions is recognized, together with a corresponding increase in accumulated deficit in equity, over the period in which the performance conditions are fulfilled. The cumulative expense recognized for equity-settled transactions at each reporting date until the vesting date reflects the extent to which the vesting period has expired and the Group's best estimate of the number of equity instruments that will ultimately vest. The income statement expense or credit for a period represents the movement in cumulative expense recognized as at the beginning and end of that period and is recognized in employee costs.

No expense is recognized for awards that do not ultimately vest, except for equity-settled transactions for which vesting is conditional upon a market or non-vesting condition. These are treated as vesting irrespective of whether or not the market or non-vesting condition is satisfied, provided that all other performance and/or service conditions are satisfied.

Where the terms of an equity-settled transaction award are modified, the minimum expense recognized is the expense as if the terms had not been modified, if the original terms of the award are met. An additional expense is recognized for any modification that increases the total fair value of the share-based payment transaction, or is otherwise beneficial to the employee as measured at the date of modification.

Where an equity-settled award is cancelled, it is treated as if it vested on the date of cancellation, and any expense not yet recognized for the award is recognized immediately. This includes any award where non-vesting conditions within the control of either the entity or the employee are not met. However, if a new award is substituted for the cancelled award, and designated as a replacement award on the date that it is granted, the cancelled and new awards are treated as if they were a modification of the original award, as described in the previous paragraph. All cancellations of equity-settled transaction awards are treated equally.

The dilutive effect on the outstanding options is reflected as additional dilution of the shares in the calculation of the earnings per share (see Note 6.18).

Cash-settled transactions

The cost of cash-settled transactions is measured initially at fair value at the grant date, further details of which are given in Note 6.10. This fair value is expensed over the period until the vesting date with recognition of a corresponding liability. The liability is remeasured to fair value at each reporting date up to and including the settlement date, with changes in fair value recognised in employee costs (see Note 6.9).

6.2.4.11 FINANCIAL INSTRUMENTS – INITIAL RECOGNITION AND SUBSEQUENT MEASUREMENT

Financial assets

Initial recognition and measurement

Financial assets within the scope of IAS 39 are classified as financial assets at fair value through profit or loss, loans and receivables, held-to-maturity investments, available-for-sale financial assets, or as derivatives designated as hedging instruments in an effective hedge, as appropriate. The Group determines the classification of its financial assets at initial recognition.

All financial assets are recognized initially at fair value plus, in the case of investments not at fair value through profit or loss, directly attributable transaction costs.

Purchases or sales of financial assets that require delivery of assets within a time frame established by regulation or convention in the marketplace (regular way trades) are recognized on the trade date, i.e. the date that the Group commits to purchase or sell the asset.

The Group's financial assets include cash and short-term deposits, trade and other receivables, loan and other receivables, quoted and unquoted financial instruments, and derivative financial instruments.

Subsequent measurement

The subsequent measurement of financial assets depends on their classification as follows:

Financial assets at fair value through profit or loss

Financial assets at fair value through profit or loss includes financial assets held for trading and financial assets designated upon initial recognition at fair value through profit or loss. Financial assets are classified as held for trading if they are acquired for the purpose of selling or repurchasing in the near term. This category includes derivative financial instruments entered into by the

Group that are not designated as hedging instruments in hedge relationships as defined by IAS 39. Derivatives, including separated embedded derivatives are also classified as held for trading unless they are designated as effective hedging instruments. Financial assets at fair value through profit and loss are carried in the statement of financial position at fair value with changes in fair value recognized in finance income or finance cost in the income statement.

The Group has designated financial assets upon initial recognition valued at fair value through profit or loss.

The Group evaluated its financial assets at fair value through profit and loss (held for trading) whether the intent to sell them in the near term is still appropriate. When the Group is unable to trade these financial assets due to inactive markets and management's intent to sell them in the foreseeable future significantly changes, the Group may elect to reclassify these financial assets in rare circumstances. The reclassification to loans and receivables, available-for-sale or held to maturity depends on the nature of the asset. This evaluation does not affect any financial assets designated at fair value through profit or loss using the fair value option at designation.

Derivatives embedded in host contracts, if available, are accounted for as separate derivatives and recorded at fair value if their economic characteristics and risks are not closely related to those of the host contracts and the host contracts are not held for trading or designated at fair value through profit or loss. These embedded derivatives are measured at fair value with changes in fair value recognized in the income statement. Reassessment only occurs if there is a change in the terms of the contract that significantly modifies the cash flows that would otherwise be required.

Loans and receivables

Loans and receivables are non-derivative financial assets with fixed or determinable payments that are not quoted in an active market. After initial measurement, such financial assets are subsequently measured at amortized cost using the effective interest rate method (EIR), less impairment. Amortized cost is calculated by taking into account any discount or premium on acquisition and fee or costs that are an integral part of the EIR. The EIR amortization is included in finance income in the income statement. The losses arising from impairment are recognized in the income statement in finance costs.

Held-to-maturity investments

Non-derivative financial assets with fixed or determinable payments and fixed maturities are classified as held-to-maturity when the Group has the positive intention and ability to hold it to maturity. After initial measurement held-to-maturity investments are measured at amortized cost using the effective interest rate method (EIR), less impairment. Amortized cost is calculated by taking into account any discount or premium on acquisition and fee or costs that are an integral part of the EIR. The EIR amortization is included in finance income in the income statement. The losses arising from impairment are recognized in the income statement in finance costs. The Group did not have any held-to-maturity investments during the years ended 31 December 2012 and 2011.

Available-for-sale financial investments

Available-for-sale financial investments include equity and debt securities. Equity investments classified as available-for-sale are those, that are neither classified as held for trading nor designated at fair value through profit or loss. Debt securities in this category are those that are intended to be held for an indefinite period of time and which may be sold in response to needs for liquidity or in response to changes in the market conditions.

After initial measurement, available-for-sale financial investments are subsequently measured at fair value with unrealized gains or losses recognized as other comprehensive income in the available-for-sale reserve until the investment is derecognized, at which time the cumulative gain or loss is recognized in other operating income, or determined to be impaired, at which time the cumulative loss is recognized in the income statement in finance costs and removed from the available-for-sale reserve.

Derecognition

A financial asset (or, where applicable a part of a financial asset or part of a group of similar financial assets) is derecognized when:

- The rights to receive cash flows from the asset have expired.
- The Group has transferred its rights to receive cash flows from the asset or has assumed an obligation to pay the received cash flows in full without material delay to a third party under a 'pass-through' arrangement; and either (a) the Group has transferred substantially all the risks and rewards of the asset, or (b) the Group has neither transferred nor retained substantially all the risks and rewards of the asset, but has transferred control of the asset.

Impairment of financial assets

The Group assesses at each reporting date whether there is any objective evidence that a financial asset or a group of financial assets is impaired. A financial asset or a group of financial assets is deemed to be impaired if, and only if, there is objective

evidence of impairment as a result of one or more events that has occurred after the initial recognition of the asset (an incurred 'loss event') and that loss event has an impact on the estimated future cash flows of the financial asset or the group of financial assets that can be reliably estimated. Evidence of impairment may include indications that the debtors or a group of debtors is experiencing significant financial difficulty, default or delinquency in interest or principal payments, the probability that they will enter bankruptcy or other financial reorganization and where observable data indicate that there is a measurable decrease in the estimated future cash flows, such as changes in arrears or economic conditions that correlate with defaults.

Financial assets carried at amortized cost

For financial assets carried at amortized cost the Group first assesses individually whether objective evidence of impairment exists individually for financial assets that are individually significant, or collectively for financial assets that are not individually significant. If the Group determines that no objective evidence of impairment exists for an individually assessed financial asset, whether significant or not, it includes the asset in a group of financial assets with similar credit risk characteristics and collectively assesses them for impairment. Assets that are individually assessed for impairment and for which an impairment loss is, or continues to be, recognized are not included in a collective assessment of impairment.

If there is objective evidence that an impairment loss has incurred, the amount of the loss is measured as the difference between the asset's carrying amount and the present value of estimated future cash flows (excluding future expected credit losses that have not yet been incurred). The present value of the estimated future cash flows is discounted at the financial asset's original effective interest rate. If a loan has a variable interest rate, the discount rate for measuring any impairment loss is the current effective interest rate.

Available-for-sale financial investments

For available-for-sale financial investments, the Group assesses at each reporting date whether there is objective evidence that an investment or a group of investments is impaired.

In the case of equity investments classified as available-for-sale, objective evidence would include a significant or prolonged decline in the fair value of the investment below its cost. 'Significant' is to be evaluated against the original cost of the investment and 'prolonged' against the period in which the fair value has been below its original cost. Where there is evidence of impairment, the cumulative loss – measured as the difference between the acquisition cost and the current fair value, less any impairment loss on that investment previously recognized in the income statement – is removed from other comprehensive income and recognized in the income statement. Impairment losses on equity investments are not reversed through the income statement; increases in their fair value after impairment are recognized directly in other comprehensive income.

In the case of debt instruments classified as available-for-sale, impairment is assessed based on the same criteria as financial assets carried at amortized cost. However, the amount recorded for impairment is the cumulative loss measured as the difference between the amortized cost and the current fair value, less any impairment loss on that investment previously recognized in the income statement.

Future interest income continues to be accrued based on the reduced carrying amount of the asset and is accrued using the rate of interest used to discount the future cash flows for the purpose of measuring the impairment loss. The interest income is recorded as part of finance income. If, in a subsequent year, the fair value of a debt instrument increases and the increase can be objectively related to an event occurring after the impairment loss was recognized in the income statement, the impairment loss is reversed through the income statement.

Financial liabilities

Initial recognition and measurement

Financial liabilities within the scope of IAS 39 are classified as financial liabilities at fair value through profit or loss, loans and borrowings, or as derivatives designated as hedging instruments in an effective hedge, as appropriate. The Group determines the classification of its financial liabilities at initial recognition.

All financial liabilities are recognized initially at fair value and, in the case of loans and borrowings, plus directly attributable transaction costs.

The Group's financial liabilities include trade and other payables, bank overdraft, loans and borrowings, financial guarantee contracts, and derivative financial instruments.

Subsequent measurement

The measurement of financial liabilities depends on their classification as follows:

Financial liabilities at fair value through profit or loss

Financial liabilities at fair value through profit or loss includes financial liabilities held for trading and financial liabilities designated upon initial recognition as at fair value through profit or loss.

Financial liabilities are classified as held for trading if they are acquired for the purpose of selling in the near term. This category includes derivative financial instruments entered into by the Group that are not designated as hedging instruments in hedge relationships as defined by IAS 39. Separated embedded derivatives, if available, are also classified as held for trading unless they are designated as effective hedging instruments.

Gains or losses on liabilities held for trading are recognized in the income statement.

The Group has not designated any financial liabilities upon initial recognition as at fair value through profit or loss.

Loans and borrowings

After initial recognition, interest-bearing loans and borrowings are subsequently measured at amortized cost using the effective interest rate method. Gains and losses are recognized in the income statement when the liabilities are derecognized as well as through the effective interest rate method (EIR) amortization process. Amortized cost is calculated by taking into account any discount or premium on acquisition and fee or costs that are an integral part of the EIR. The EIR amortization is included in finance cost in the income statement.

Derecognition

A financial liability is derecognized when the obligation under the liability is discharged or cancelled or expires. When an existing financial liability is replaced by another from the same lender on substantially different terms, or the terms of an existing liability are substantially modified, such an exchange or modification is treated as a derecognition of the original liability and the recognition of a new liability, and the difference in the respective carrying amounts is recognized in the income statement.

Offsetting of financial instruments

Financial assets and financial liabilities are offset and the net amount reported in the consolidated statement of financial position if, and only if, there is a currently enforceable legal right to offset the recognized amounts and there is an intention to settle on a net basis, or to realize the assets and settle the liabilities simultaneously.

Fair value of financial instruments

The fair value of financial instruments that are traded in active markets at each reporting date is determined by reference to quoted market prices or dealer price quotations (bid price for long positions and ask price for short positions), without any deduction for transaction costs.

For financial instruments not traded in an active market, the fair value is determined using appropriate valuation techniques. Such techniques may include using recent arm's length market transactions; reference to the current fair value of another instrument that is substantially the same; discounted cash flow analysis or other valuation models.

6.2.4.12 DERIVATIVE FINANCIAL INSTRUMENTS AND HEDGE ACCOUNTING**Initial recognition and subsequent measurement**

The Group uses derivative financial instruments such as forward currency contracts and interest rate swaps to hedge its foreign currency risks and interest rate risks respectively. Such derivative financial instruments are initially recognized at fair value on the date on which a derivative contract is entered into and are subsequently remeasured at fair value. Derivatives are carried as financial assets when the fair value is positive and as financial liabilities when the fair value is negative.

Any gains or losses arising from changes in fair value on derivatives are taken directly to the income statement, except for the effective portion of cash flow hedges, which is recognized in other comprehensive income.

For the purpose of hedge accounting, hedges are classified as:

- Fair value hedges when hedging the exposure to changes in the fair value of a recognized asset or liability.
- Cash flow hedges when hedging exposure to variability in cash flows that is either attributable to a particular risk associated with a recognized asset or liability or a highly probable forecast transaction or the foreign currency risk in an unrecognized firm commitment.
- Hedges of a net investment in a foreign operation.

At the inception of a hedge relationship, the Group formally designates and documents the hedge relationship to which the Group wishes to apply hedge accounting and the risk management objective and strategy for undertaking the hedge. The documentation includes identification of the hedging instrument, the hedged item or transaction, the nature of the risk being hedged and how the entity will assess the effectiveness of changes in the hedging instrument's fair value in offsetting the

exposure to changes in the hedged item's fair value or cash flows attributable to the hedged risk. Such hedges are expected to be highly effective in achieving offsetting changes in fair value or cash flows and are assessed on an ongoing basis to determine that they actually have been highly effective throughout the financial reporting periods for which they were designated.

During the year 2012 (and 2011) the Group did not apply hedge accounting to any transactions except for the hedge of a currency risk on a loan, nominated in GBP, against a (group of) investment(s) in the United Kingdom. These transactions are classified as a "Hedge of a net investment".

Hedges that meet the strict criteria for hedge accounting are accounted for as follows:

Fair value hedges

The change in the fair value of an interest rate-hedging derivative is recognized in the income statement in finance costs or income. The change in the fair value of the hedged item attributable to the risk hedged is recorded as a part of the carrying value of the hedged item and is also recognized in the income statement in finance costs or income.

For fair value hedges relating to items carried at amortized cost, the adjustment to carrying value is amortized through the income statement over the remaining term to maturity. Effective interest rate amortization may begin as soon as an adjustment exists and shall begin no later than when the hedged item ceases to be adjusted for changes in its fair value attributable to the risk being hedged. If the hedge item is derecognized, the unamortized fair value is recognized immediately in the income statement.

Cash flow hedges

The effective portion of the gain or loss on the hedging instrument is recognized directly as other comprehensive income in the currency translation differences reserve, while any ineffective portion is recognized immediately in the income statement in finance costs or income.

Amounts recognized as other comprehensive income are transferred to the income statement when the hedged transaction affects profit or loss, such as when the hedged financial income or financial expense is recognized or when a forecast sale occurs. Where the hedged item is the cost of a non-financial asset or non-financial liability, the amounts recognized as other comprehensive income are transferred to the initial carrying amount of the non-financial asset or liability.

Hedges of a net investment

Hedges of a net investment in a foreign operation, including a hedge of a monetary item that is accounted for as part of the net investment, are accounted for in a way similar to cash flow hedges. Gains or losses on the hedging instrument relating to the effective portion of the hedge are recognized as other comprehensive income while any gains or losses relating to the ineffective portion are recognized in the income statement. On disposal of the foreign operation, the cumulative value of any such gains or losses recorded in equity is transferred to the income statement.

Current versus non-current classification

Derivative instruments that are not designated and effective hedging instruments are classified as current or non-current or separated into a current and non-current portion based on an assessment of the facts and circumstances (i.e. the underlying contracted cash flows).

- Where the Group will hold a derivative as an economic hedge (and does not apply hedge accounting) for a period beyond 12 months after the reporting date, the derivative is classified as non-current (or separated into current and non-current portions) consistent with the classification of the underlying item.
- Embedded derivatives that are not closely related to the host contract are classified consistent with the cash flows of the host contract.
- Derivative instruments that are designated as, and are effective hedging instruments, are classified consistent with the classification of the underlying hedged item. The derivative instrument is separated into a current portion and non-current portion only if a reliable allocation can be made.

6.2.4.13 PROPERTY, PLANT AND EQUIPMENT

Property, plant and equipment is stated at cost, net of accumulated depreciation and/or accumulated impairment losses, if any. Such cost includes the cost of replacing part of the property, plant and equipment and borrowing costs for long-term construction projects if the recognition criteria are met. When significant parts of property, plant and equipment are required to be replaced at intervals, the Group recognizes such parts as individual assets with specific useful lives and depreciation, respectively. Likewise, when a major inspection is performed, its cost is recognized in the carrying amount of the plant and equipment as a replacement if the recognition criteria are satisfied. All other repair and maintenance costs are recognized in the income statement as incurred.

Depreciation is calculated on a straight-line basis over the estimated useful life of the asset as follows:

- Property (buildings) : 50 years.
- Plant and equipment : 2-10 years.

An item of property, plant and equipment and any significant part initially recognized is derecognized upon disposal or when no future economic benefits are expected from its use or disposal. Any gain or loss arising on derecognition of the asset (calculated as the difference between the net disposal proceeds and the carrying amount of the asset) is included in the income statement when the asset is derecognized.

The assets' residual values, useful lives and methods of depreciation are reviewed at each financial year-end, and adjusted prospectively, if appropriate.

6.2.4.14 LEASES

The determination whether an arrangement is, or contains, a lease is based on the substance of the arrangement at inception date: whether fulfilment of the arrangement is dependent on the use of a specific asset or assets or the arrangement conveys a right to use the asset, even if that right is not explicitly specified in an arrangement.

Group as a lessee

Financial leases, which transfer to the Group substantially all the risks and benefits incidental to ownership of the leased item, are capitalized at the commencement of the lease at the fair value of the leased asset or, if lower, at the present value of the minimum lease payments. Lease payments are apportioned between finance charges and reduction of the lease liability so as to achieve a constant rate of interest on the remaining balance of the liability. Finance charges are recognized in the income statement.

Leased assets are depreciated over the useful life of the asset. However, if there is no reasonable certainty that the Group will obtain ownership by the end of the lease term, the asset is depreciated over the shorter of the estimated useful life of the asset and the lease term.

Operating lease payments are recognized as an expense in the income statement on a straight-line basis over the lease term.

6.2.4.15 BORROWING COSTS

Borrowing costs directly attributable to the acquisition, construction or production of an asset that necessarily takes a substantial period of time to get ready for its intended use or sale are capitalized as part of the cost of the respective assets. All other borrowing costs are expensed in the period they occur. Borrowing costs consist of interest and other costs that an entity incurs in connection with the borrowing of funds.

6.2.4.16 INTANGIBLE ASSETS

Intangible assets acquired separately are measured on initial recognition at cost. The cost of intangible assets acquired in a business combination is its fair value as at the date of acquisition. Following initial recognition, intangible assets are carried at cost less any accumulated amortization and any accumulated impairment losses. Internally generated intangible assets, excluding capitalized development costs, are not capitalized and expenditure is reflected in the income statement in the year in which the expenditure is incurred. The useful lives of intangible assets are assessed as either finite or indefinite.

Intangible assets with finite lives are amortized over the useful economic life or technical life expectancy, of which the shortest is applied, and assessed for impairment whenever there is an indication that the intangible asset may be impaired. The amortization period and the amortization method for an intangible asset with a finite useful life is reviewed at least at each financial year-end. Changes in the expected useful life of the asset is accounted for by changing the amortization period or method, as appropriate, and are treated as changes in accounting estimates. The amortization expense on intangible assets with finite lives is recognized in the income statement in the expense category consistent with the function of the intangible asset.

Amortization is calculated on a straight-line or accelerated (Sum of the Years Digits) basis over the estimated useful life of the asset as follows:

- Internally developed software: 5 years (straight line).
- Acquired software: 3-5 years (straight line) or 5-12 years (accelerated).
- Customer contracts: 5-10 years (straight line) or 10-21 years (accelerated).
- Other intangible assets: 2-20 years (straight line) or 12 years (accelerated).

Intangible assets with indefinite useful lives, if any, are not amortized, but are tested for impairment annually, either individually or at the cash-generating unit level. The assessment of indefinite life is reviewed annually to determine whether the indefinite life continues to be supportable. If not, the change in useful life from indefinite to finite is made on a prospective basis.

Gains or losses arising from derecognition of an intangible asset are measured as the difference between the net disposal proceeds and the carrying amount of the asset and are recognized in the income statement when the asset is derecognized.

Research and development costs

Research costs are expensed as incurred. Development expenditures on an individual project are recognized as an intangible asset when the Group can demonstrate:

- The technical feasibility of completing the intangible asset so that it will be available for use or sale.
- Its intention to complete and its ability to use or sell the asset.
- How the asset will generate future economic benefits.
- The availability of resources to complete the asset.
- The ability to reliably measure the expenditure during development.

Following initial recognition of the development expenditure as an asset, the cost model is applied, requiring the asset to be carried at cost less any accumulated amortization and accumulated impairment losses. Amortization of the asset begins when development is complete and the asset is available for use. It is amortized over the period of expected future benefit. During the period of development, the asset is in principal tested for impairment annually.

6.2.4.17 INVENTORIES

Inventories are valued at the lower of cost and net realizable value.

Costs incurred in bringing each product to its present location and condition are accounted for on a first in, first out basis.

Net realizable value is the estimated selling price in the ordinary course of business, less estimated costs of completion and the estimated costs necessary to make the sale.

6.2.4.18 IMPAIRMENT OF NON-FINANCIAL ASSETS

The Group assesses at each reporting date whether there is an indication that an asset may be impaired. If any indication exists, or when annual impairment testing for an asset is required, the Group estimates the asset's recoverable amount. An asset's recoverable amount is the higher of an asset's or cash-generating unit's (CGU) fair value less costs to sell and its value-in-use, and is determined for an individual asset, unless the asset does not generate cash inflows that are largely independent of those from other assets or groups of assets. Where the carrying amount of an asset or CGU exceeds its recoverable amount, the asset is considered impaired and is written down to its recoverable amount. In assessing value-in-use, the estimated future cash flows are discounted to their present value using a pre-tax discount rate that reflects current market assessments of the time value of money and the risks specific to the asset. In determining fair value less costs to sell, an appropriate valuation model is used. These calculations are corroborated by valuation multiples, or if applicable, quoted share prices for publicly-traded subsidiaries or other available fair value indicators.

The Group bases its impairment calculation on detailed budgets and forecast calculations, which are prepared separately for each of the Group's CGUs to which the individual assets are allocated. These budgets and forecast calculations generally cover a period of five years. For longer periods, a long-term growth rate is calculated and applied to project future cash flows after the fifth year.

Impairment losses of continuing operations are recognized in the income statement in those expense categories consistent with the function of the impaired asset, except for property previously revalued where the revaluation was taken to other comprehensive income. In this case, the impairment is also recognized in other comprehensive income up to the amount of any previous revaluation.

For assets excluding goodwill, an assessment is made at each reporting date as to whether there is any indication that previously recognized impairment losses may no longer exist or may have decreased. If such indication exists, the Group estimates the asset's or cash-generating unit's recoverable amount. A previously recognized impairment loss is reversed only if there has been a change in the assumptions used to determine the asset's recoverable amount since the last impairment loss was recognized. The reversal is limited so that the carrying amount of the asset does not exceed its recoverable amount, nor exceed the carrying amount that would have been determined, net of depreciation, had no impairment loss been recognized for the asset in prior years. Such reversal is recognized in the income statement unless the asset is carried at a revalued amount, in which case the reversal is treated as a revaluation increase.

The following criteria are also applied in assessing impairment of specific assets:

Goodwill

Goodwill is tested for impairment annually and when circumstances indicate that the carrying value may be impaired.

Impairment is determined for goodwill by assessing the recoverable amount of each cash-generating unit (or group of cash-generating units) to which the goodwill relates. Where the recoverable amount of the cash-generating unit is less than their carrying amount an impairment loss is recognized. Impairment losses relating to goodwill cannot be reversed in future periods.

6.2.4.19 CASH AND SHORT-TERM DEPOSITS

Cash and short-term deposits in the statement of financial position comprise cash at banks and on hand and short-term deposits with an original maturity of three months or less.

For the purpose of the consolidated statement cash flows, cash and cash equivalents consist of cash and short-term deposits as defined above, net of outstanding interest-bearing loans and borrowings.

6.2.4.20 PROVISIONS

Provisions are recognized when the Group has a present obligation (legal or constructive) as a result of a past event, it is probable that an outflow of resources embodying economic benefits will be required to settle the obligation and a reliable estimate can be made of the amount of the obligation. Where the Group expects some or all of a provision to be reimbursed, for example under an insurance contract, the reimbursement is recognized as a separate asset but only when the reimbursement is virtually certain. The expense relating to any provision is presented in the income statement net of any reimbursement. If the effect of the time value of money is material, provisions are discounted using a current pre-tax rate that reflects, where appropriate, the risks specific to the liability. Where discounting is used, the increase in the provision due to the passage of time is recognized as a finance cost.

6.2.4.21 CASH FLOW STATEMENT

The cash flow statement has been prepared in accordance with the indirect method. In the cash flow statement a distinction is made between cash flows from operating, investing and financing activities. Cash flows in foreign currencies are translated at applicable rates on the dates of the transactions during the reporting year. Currency differences on cash and cash equivalents, less the overdraft liabilities are recognized separately in the cash flow statement. Revenue and expenses for income tax are recognized under Cash flows from operating activities. Interest costs and interest revenues, with the exception of interest of the syndicated loan and interest costs related to Research & Development projects, are recognized under Cash flows from operating activities. Interest costs of the syndicated loan are recognized under Cash flows from financing activities. Cash flows as a result of the acquisition or disposal of financial interests (subsidiaries and interests) are recognized under Cash flows from investing activities, taking into account the cash, cash equivalents and repaid third party debts present in these interests. Dividends paid out, as well as obtained loans, are recognized under Cash flows from financing activities.

6.3 SIGNIFICANT ACCOUNTING JUDGMENTS, ESTIMATES AND ASSUMPTIONS

Certain accounting judgments, estimates and assumptions, which entail a considerable risk of causing an important adjustment of the carrying amount of assets and liabilities in the following financial year, could deviate from the current accounting estimates and assumptions determined by the management. The main accounting estimates and assumptions are set out below.

Estimates and assumptions

Goodwill and fixed assets

Assets subjected to depreciation are reviewed for impairment if events or changes in the circumstances indicate that the carrying amount may not be recoverable. Assets not subjected to depreciation are reviewed for impairment once a year. In the impairment tests the lowest level of cash-generating units are used. The goodwill will be attributed to those cash-generating units or group of cash-generating units that are to be expected to take advantage of those Business Combinations in which goodwill has been generated.

The estimates and assumptions used by the management determine if an impairment has to be recognized, are:

- Determining the cash-generating units or group of cash-generating units.
- Timing of the review for impairment.
- Determining the discount rate.
- Projecting of cash flows including long-term expectations.

For more details on goodwill please see Note 6.20.

Business combinations

The costs related to acquired entities were valued against the total fair value per acquisition date of the acquired assets, liabilities and acquisition costs. Every purchase price allocation of the asset is determined by an active market or independent valuation, or estimated by the management based on cost price calculations or cash flows.

Contingent consideration, resulting from business combinations, is valued at fair value at the acquisition date as part of the business combination. Where the contingent consideration meets the definition of a derivative and, thus, a financial liability, it is subsequently remeasured to fair value at each reporting date. The determination of the fair value is based on discounted cash flows. The key assumptions take into consideration the probability of meeting each performance target and the discount factor.

For more details on acquisitions please see Note 6.6.

Provisions

The amounts recognized as provisions represent the most accurate estimate of the costs needed for the settlement of a current liability at the reporting date made by the management. The management expected that these amounts would be paid to settle the liability at the reporting date or to assign to a third party at that date.

Pension costs are based on actuarial assumptions to calculate a reliable estimate of the amounts regarding pension rights for employees in exchange for their services during this and the preceding financial years.

The main actuarial assumptions are:

- Discount rate.
- Expected investment revenues.
- General wage movements.
- Price inflation.
- Indexation of acquired rights.

The fair values of investments are based on prices in the market.

Deferred tax assets

UNIT4 recognizes deferred tax assets related to losses carried forward or tax receivables as long as the respective fiscal unity or legal entity has sufficient taxable temporary differences or when there are reliable estimates that taxable profits will be available for use by the fiscal unity or legal entity.

Financial instruments

The management express their opinion, if applicable, about the classification of the financial instruments:

- Financial assets at fair value through profit or loss.
- Loans and receivables.
- Held-to-maturity investments.
- Available-for-sale financial investments.

Development costs

Development costs are capitalized in accordance with the accounting policy. Initial capitalization of costs is based on management's judgment that technological and economical feasibility is confirmed, usually when a product development project has reached a defined milestone according to an established project management model. In determining the amounts to be capitalized, management makes assumptions regarding the expected future cash generation of the project, discount rates to be applied and the expected period of benefits.

Legal procedures and claims

UNIT4 is involved in various legal procedures that are generally linked to its business. In relation to those procedures and claims, management has investigated the probability on a negative decision and estimated the reasonable amount for that claim, taking into account the facts and basic legal procedures. Those estimations have necessarily been made on subjective assumptions, including opinions on the validity on the claims received and the probable outcomes of the legal and administrative procedures. The outcome of those procedures depends on various facts on which we do not have influence, especially the uncertainty linked to predicting the verdict from the judge and administrative bodies. The advisory costs relating to the legal procedures are recognized in the income statement directly after the services have been carried out by the legal advisors.

6.4 STANDARDS ISSUED BUT NOT YET EFFECTIVE

Standards issued but not yet effective up to the date of issuance of the Group's financial statements are listed below. This listing of standards and interpretations issued are those that the Group reasonably expects to have an impact on disclosures, financial position or performance when applied at a future date. The Group intends to adopt these standards when they become effective.

IAS 1 Financial Statement Presentation – Presentation of Items of Other Comprehensive Income (Amendment)

The amendments to IAS 1 change the grouping of items presented in OCI. Items that could be reclassified (or 'recycled') to profit or loss at a future point in time (for example, upon derecognition or settlement) would be presented separately from items that will never be reclassified. The amendment affects presentation only and has therefore no impact on the Group's financial position or performance. The amendment becomes effective for annual periods beginning on or after 1 July 2012.

IAS 19 Employee Benefits (Amendment)

The IASB has issued numerous amendments to IAS 19. These range from fundamental changes such as removing the corridor mechanism and the concept of expected returns on plan assets to simple clarifications and re-wording. The Group had made a voluntary change in accounting policy to recognize actuarial gains and losses in OCI in the 2010 Financial Statements. The Group is currently assessing the full impact of the remaining amendments. The amendment becomes effective for annual periods beginning on or after 1 January 2013.

IAS 27 Separate Financial Statements (as revised in 2011)

As a consequence of the new IFRS 10 and IFRS 12, what remains of IAS 27 is limited to accounting for subsidiaries, jointly controlled entities, and associates in separate financial statements. The amendment becomes effective for annual periods beginning on or after 1 January 2013.

IAS 28 Investments in Associates and Joint Ventures (as revised in 2011)

As a consequence of the new IFRS 11 and IFRS 12, IAS 28 has been renamed IAS 28 Investments in Associates and Joint Ventures, and describes the application of the equity method to investments in joint ventures in addition to associates. The amendment becomes effective for annual periods beginning on or after 1 January 2013.

IAS 32 Offsetting Financial Assets and Financial Liabilities (Amendment)

These amendments clarify the meaning of “currently has a legally enforceable right to set-off”. The amendments also clarify the application of the IAS 32 offsetting criteria to settlement systems (such as central clearing house systems) which apply gross settlement mechanisms that are not simultaneous. These amendments are not expected to impact the Group's financial position or performance and become effective for annual periods beginning on or after 1 January 2014.

IFRS 7 Disclosures — Offsetting Financial Assets and Financial Liabilities (Amendment)

These amendments require an entity to disclose information about rights to set-off and related arrangements (e.g., collateral agreements). The disclosures would provide users with information that is useful in evaluating the effect of netting arrangements on an entity's financial position. The new disclosures are required for all recognized financial instruments that are set off in accordance with IAS 32 Financial Instruments: Presentation. The disclosures also apply to recognized financial instruments that are subject to an enforceable master netting arrangement or similar agreement, irrespective of whether they are set off in accordance with IAS 32. These amendments will not impact the Group's financial position or performance and become effective for annual periods beginning on or after 1 January 2013.

IFRS 9 Financial Instruments: Classification and Measurement

IFRS 9, as issued, reflects the first phase of the IASB's work on the replacement of IAS 39 and applies to classification and measurement of financial assets and financial liabilities as defined in IAS 39. The standard was initially effective for annual periods beginning on or after 1 January 2013, but Amendments to IFRS 9 Mandatory Effective Date of IFRS 9 and Transition Disclosures, issued in December 2011, moved the mandatory effective date to 1 January 2015. In subsequent phases, the IASB will address hedge accounting and impairment of financial assets. The Group will quantify the effect in conjunction with the other phases, when the final standard including all phases is issued.

IFRS 10 Consolidated Financial Statements

IFRS 10 replaces the portion of IAS 27 Consolidated and Separate Financial Statements that addresses the accounting for consolidated financial statements. It also includes the issues raised in SIC-12 Consolidation — Special Purpose Entities. IFRS 10 establishes a single control model that applies to all entities including special purpose entities. The changes introduced by IFRS 10 will require management to exercise significant judgement to determine which entities are controlled, and therefore, are required to be consolidated by a parent, compared with the requirements that were in IAS 27. Based on the preliminary analyses performed, IFRS 10 is not expected to have any impact on the currently held investments of the Group.

This standard becomes effective for annual periods beginning on or after 1 January 2014.

IFRS 11 Joint Arrangements

IFRS 11 replaces IAS 31 Interests in Joint Ventures and SIC-13 Jointly-controlled Entities — Non-monetary Contributions by Venturers.

IFRS 11 removes the option to account for jointly controlled entities (JCEs) using proportionate consolidation.

Instead, JCEs that meet the definition of a joint venture must be accounted for using the equity method.

Based on the preliminary analyses performed and the fact that the Group already uses the equity method as accounting method for joint ventures, IFRS 11 is not expected to have any significant impact on the financial position or performance of the Group.

This standard becomes effective for annual periods beginning on or after 1 January 2014.

IFRS 12 Disclosure of Involvement with Other Entities

IFRS 12 includes all of the disclosures that were previously in IAS 27 related to consolidated financial statements, as well as all of the disclosures that were previously included in IAS 31 and IAS 28. These disclosures relate to an entity's interests in subsidiaries, joint arrangements, associates and structured entities. A number of new disclosures are also required, but has no impact on the Group's financial position or performance. This standard becomes effective for annual periods beginning on or after 1 January 2014.

IFRS 13 Fair Value Measurement

IFRS 13 establishes a single source of guidance under IFRS for all fair value measurements. IFRS 13 does not change when an entity is required to use fair value, but rather provides guidance on how to measure fair value under IFRS when fair value is required or permitted. The Group is currently assessing the impact that this standard will have on the financial position and performance, but based on the preliminary analyses, no material impact is expected. This standard becomes effective for annual periods beginning on or after 1 January 2014.

Annual Improvements May 2012

These improvements will not have an impact on the Group, but include:

- IFRS 1 First-time Adoption of International Financial Reporting Standards

This improvement clarifies that an entity that stopped applying IFRS in the past and chooses, or is required, to apply IFRS, has the option to re-apply IFRS 1. If IFRS 1 is not re-applied, an entity must retrospectively restate its financial statements as if it had never stopped applying IFRS.

- IAS 1 Presentation of Financial Statements

This improvement clarifies the difference between voluntary additional comparative information and the minimum required comparative information. Generally, the minimum required comparative information is the previous period.

- IAS 16 Property Plant and Equipment

This improvement clarifies that major spare parts and servicing equipment that meet the definition of property, plant and equipment are not inventory.

- IAS 32 Financial Instruments, Presentation

This improvement clarifies that income taxes arising from distributions to equity holders are accounted for in accordance with IAS 12 Income Taxes.

- IAS 34 Interim Financial Reporting

The amendment aligns the disclosure requirements for total segment assets with total segment liabilities in interim financial statements. This clarification also ensures that interim disclosures are aligned with annual disclosures.

These improvements are effective for annual periods beginning on or after 1 January 2013.

6.5 IRREGULARITIES POLAND

6.5.1 ADJUSTMENT OF PREVIOUS PERIOD ERRORS

In the first half year of 2012 UNIT4 has investigated certain sales and procurement transactions within its group company UNIT4 TETA S.A. (Poland). The investigation has revealed that the transactions were not compliant with the UNIT4 internal management regulations and UNIT4 accounting principles (based on the International Financial Reporting Standards).

Most of these transactions originate from the period before UNIT4 acquired TETA S.A. in July 2010. Therefore the Group has retrospectively restated, in accordance with the IFRS requirements, the fair value of the acquired assets and liabilities related to these transactions at the date of acquisition. All transactions after the acquisition date have been retrospectively reversed.

The following adjustments have been made to the comparative figures:

As of 1 January 2011

(€000)

Increase in intangible assets (Goodwill)	11,105
Decrease in intangible assets (Internally developed software & Acquired software)	3,349
Decrease in deferred tax asset	1,489
Decrease in inventories	2,894
Decrease in trade and other receivables	8,681
Decrease in trade and other payables	1,775
Decrease in currency translation differences reserve	409
Decrease in opening accumulated deficit	3,124

As of and for the year ended 31 December 2011

(€000)

Decrease in revenue products	4,655
Decrease in revenue services and others	4,279
Decrease in cost of sales	6,134
Increase in other operating expenses	1,545
Decrease in depreciation and amortization	1,004
Net decrease in profit after tax	3,341
Increase in currency translation differences (comprehensive income)	999
Net decrease in total comprehensive income after tax	2,342
Decrease in intangible assets (Goodwill)	919
Decrease in intangible assets (Internally developed software & Acquired software)	224
Increase in deferred tax asset	169
Increase in inventories	75
Decrease in trade and other receivables	2,121
Decrease in trade and other payables	230

The cumulative effect on the opening balance for 2012 can be specified as follows:

	Impact on opening balance 2011	Cumulative impact on opening balance 2012
Increase in intangible assets (Goodwill)	11,105	10,186
Decrease in intangible assets (Internally developed software & Acquired software)	3,349	3,125
Decrease in deferred tax asset	1,489	1,320
Decrease in inventories	2,894	2,819
Decrease in trade and other receivables	8,681	10,802
Decrease in trade and other payables	1,775	2,005
Decrease resp. increase in currency translation differences reserve	409	590
Decrease in accumulated deficit	3,124	6,465

The effect on earnings per share related to the restatement is as follows:

For the year ending 31 December 2011:

	Restated	Decrease
Basic earnings per share	€0.81	€0.12
Diluted earnings per share	€0.81	€0.11

See Note 6.12 for more information on the calculation of earnings per share.

6.5.2 IMPACT ON FINANCIAL YEAR 2012

Off balance financial liabilities and settlement with external partners

In the second half year of 2012 UNIT4 received and collected information that UNIT4 TETA S.A. and its direct subsidiary UNIT4 Software Engineering Spzoo had become directly liable for financial liabilities (i.e. bills of exchange, bank guarantees) signed or agreed upon by former management towards external partners. On 21 December 2012 related liabilities were settled in a settlement agreement in which the related payments on those liabilities were converted in a loan, granted by UNIT4 TETA S.A., towards the main external partner. As a result of the settlement UNIT4 had to incur €1.7 million of losses related to those financial liabilities, which loss is recognized within "Finance costs". The loan amounts to PLN 29.2 million (€7.1 million) and will be repaid in the coming 5 years. The loan is in its entirety secured by pledges on intangible assets (contractual rights) for which UNIT4 received an independent valuation. As a back up security UNIT4 received bills of exchange for each of the payment installments. The loan is classified as a "financial asset measured at amortized cost" financial instrument and presented within the category "Loans and receivables" within the "Other financial assets" in the face of the consolidated statement of financial position.

Impairment of goodwill

After discovering the irregularities the management of both companies has been replaced. After this replacement, the newly appointed management has reviewed and amended the financial budgets and forecasts for the TETA group for the coming five years during the fourth quarter. These adjustments have resulted in a downward revision of the projected cash flows and therefore the estimated recoverable amount due to the resulting delay in the execution of our business plans and lower future growth. As a result of the prior year's error adjustment as described in Note 6.5.1, the goodwill for the cash-generating unit UNIT4 TETA group increased with €10.2 million (as per 31 December 2011). As a consequence of the combination of both effects the estimated recoverable amount no longer exceeds the carrying value of the cash-generating unit, which has led to an impairment charge of €8.5 million. See Note 6.20 for more information on the impairment of goodwill.

6.6 BUSINESS COMBINATIONS

6.6.1 MENTECPLUS INTEGRATED SOLUTIONS LTD

On 1 February 2012 the Group acquired 100% of the (voting) shares in MentecPlus Integrated Solutions Ltd, an unlisted software company based in Dublin, Ireland. MentecPlus is a provider of integrated IT business solutions to organizations in the SME and Public Sectors and sole distributor of Agresso Business World in Ireland. In addition, the company sells its own M+ suite of products which are widely used throughout the UK & Ireland and internationally.

The Group has acquired MentecPlus Integrated Solutions Ltd to further strengthen its presence in the Irish market.

Assets acquired and liabilities assumed

The fair value of the identifiable assets and liabilities of MentecPlus at the date of acquisition were:
(€000)

	Fair values	Carrying amount
Assets		
Intangible assets	5,678	1,925
Property, plant and equipment	21	21
Trade and other receivables	1,232	1,232
Cash and cash equivalents	535	535
	7,466	3,713
Liabilities		
Non-current liabilities	-4,753	-4,753
Deferred corporate income tax	-710	0
Current liabilities	-1,754	-1,715
	-7,217	-6,468
Total identifiable net assets at fair value	249	
Goodwill arising on acquisition	0	
Purchase consideration transferred	249	

The fair value of the trade receivables amounts to €1.2 million. The gross amount of trade receivables is €1.2 million. The trade receivables have been provided for the amount of €17,000.

The acquisition has not contributed to goodwill, after revaluation of the balance sheet to fair values.

From the date of the acquisition, MentecPlus has contributed to the Group revenues of €4.6 million and a profit of €0.4 million. If the combination had taken place at the beginning of the year, revenue would have been €0.4 million higher and the profit for the Group would not have been impacted.

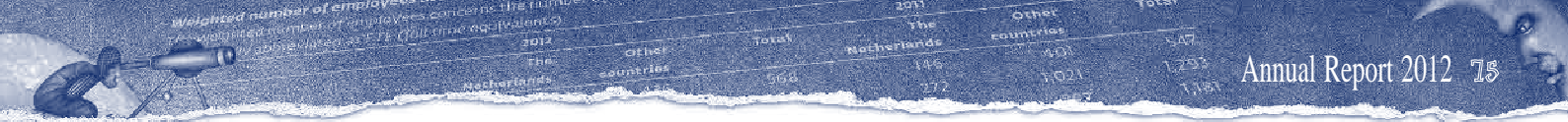
Purchase consideration (€000)

Consideration paid in cash	249
Total consideration	249

Analysis of cash flows on acquisition (€000)

Transaction costs of the acquisition (included in cash flows from operating activities)	-184
Net cash acquired with the subsidiary (included in cash flows from investing activities)	535
Interest-bearing loans repaid at completion (included in cash flows from investing activities)	-4,753
Consideration paid in cash (included in cash flows from investing activities)	-249
Net cash flow on acquisition	-4,651

Transaction costs of the acquisition are included in other operating expenses (see Note 6.13).



Weighted number of employees (concerning the number of employees weighted by the number of shares held)

2012	2011	Total	Other countries	Total
The Netherlands	The Netherlands	The Netherlands	The Netherlands	The Netherlands
504	145	649	1,021	1,670
272	145	417	1,021	1,670

At the date of the acquisition the company employed 26 people.

6.6.2 MONTANA SOFTWARE B.V.

On 13 November 2012 the Group acquired 100% of the (voting) shares in the legal entities Montana Software B.V. and Montana Automatisering B.V. (known as the Primaccount business), both unlisted software companies based in Heerhugowaard, The Netherlands. Montana Software is a software manufacturer, developing tax related software for the Dutch market.

The Group has acquired Montana Software to further strengthen its position in the tax, audit and accounting related software market and to achieve important synergies in a fast changing segment.

Assets acquired and liabilities assumed

The fair value of the identifiable assets and liabilities of Montana Software at the date of acquisition were: (€000)

	Fair values	Carrying amount
Assets		
Intangible assets	10,990	0
Property, plant and equipment	19	19
Deferred corporate income tax	36	0
Trade and other receivables	139	139
Cash and cash equivalents	144	144
	11,328	302
Liabilities		
Pension obligations	-144	0
Deferred corporate income tax	-2,748	0
Current liabilities	-516	-284
	-3,408	-284
Total identifiable net assets at fair value	7,920	
Goodwill arising on acquisition	2,080	
Purchase consideration transferred	10,000	

The fair value of the trade receivables amounts to €139,000. The gross amount of trade receivables is €159,000. The trade receivables have been provided for the amount of €20,000.

The goodwill of €2.1 million comprises the fair value of expected synergies arising from the acquisition. None of the goodwill recognized is expected to be deductible for income tax purposes.

From the date of the acquisition, Montana software has contributed to the Group revenues of €0.4 million and a profit of €0.1 million.

If the combination had taken place at the beginning of the year, revenue would have been €2.2 million higher and the profit for the Group would have been €1.2 million higher.

Purchase consideration

(€000)

Consideration paid in cash	9,500
Contingent consideration liability	500
Total consideration	10,000

As part of the purchase agreement with the previous shareholder(s), a contingent consideration has been agreed. There will be additional cash payments to the previous owner of:

- €250,000, if the entity generates at least 90% of a predefined EBIT target for 2013.
- €250,000, if the entity generates at least 90% of a predefined EBIT target for 2014.

As at the acquisition date, the fair value of the contingent consideration was estimated to be €500,000.

As at 31 December 2012, the development of the key performance indicators relating to the fair value of the contingent consideration has been considered. As a result, the contingent consideration did not change.

Analysis of cash flows on acquisition

(€000)

Transaction costs of the acquisition (included in cash flows from operating activities)	-89
Net cash acquired with the subsidiary (included in cash flows from investing activities)	144
Consideration paid in cash (included in cash flows from investing activities)	-9,500
Net cash flow on acquisition	-9,445

Transaction costs of the acquisition are included in other operating expenses (see Note 6.13).

At the date of the acquisition the company employed 15 people.

6.6.3 ADATA SOFTWARE GMBH

On 20 November 2012 the Group acquired 100% of the (voting) shares in adata Software GmbH, an unlisted software company based in Verden, Germany. Adata Software develops and markets software solutions in the areas of payroll, human resources management and time recording. About 400 customers in the public sector, services and manufacturing industry use the company's industry-independent standard solutions as well as industry-specific custom solutions.

The Group has acquired adata to extend the ERP and financial solutions from UNIT4 to cover the human resources and related management function and to expand the customer base in the German-speaking region.

Assets acquired and liabilities assumed

The fair value of the identifiable assets and liabilities of adata at the date of acquisition were:

(€000)

	Fair values	Carrying amount
Assets		

Intangible assets	774	0
Property, plant and equipment	18	18
Trade and other receivables	342	342
Cash and cash equivalents	362	362
	1,496	722
Liabilities		
Non-current liabilities	-253	-181
Deferred corporate income tax	-232	0
Current liabilities	-261	-261
	-746	-442
Total identifiable net assets at fair value	750	
Goodwill arising on acquisition	0	
Purchase consideration transferred	750	

The fair value of the trade receivables amounts to €342,000. The gross amount of trade receivables is €362,000. The trade receivables have been provided for the amount of €20,000.

The acquisition has not contributed to goodwill, after revaluation of the balance sheet to fair values.

From the date of the acquisition, adata has contributed to the Group revenues of €0.4 million and a profit of €16,000.

If the combination had taken place at the beginning of the year, revenue would have been €1.4 million higher and the profit for the Group would have been €27,000 lower.

Purchase consideration

(€000)

Consideration paid in cash	750
Total consideration	750

Analysis of cash flows on acquisition

(€000)

Transaction costs of the acquisition (included in cash flows from operating activities)	-107
Net cash acquired with the subsidiary (included in cash flows from investing activities)	362
Consideration paid in cash (included in cash flows from investing activities)	-750
Net cash flow on acquisition	-495

Transaction costs of the acquisition are included in other operating expenses (see Note 6.13).

At the date of the acquisition the company employed 35 people.

6.6.4 SENDREGNING AS

On 3 December 2012 the Group acquired 100% of the (voting) shares in SendRegning AS, an unlisted software company based in Oslo, Norway. SendRegning offers an E-Billing solution for the Norwegian market and is an authorized EHF (Electronic Handels Format) file transport provider.

The Group has acquired SendRegning to strengthen its position in e-commerce and exchange of electronic trade documents.

Assets acquired and liabilities assumed

The fair value of the identifiable assets and liabilities of SendRegning at the date of acquisition were:

(€000)

	Fair values	Carrying amount
Assets		

Intangible assets	4,031	271
Property, plant and equipment	85	85
Other financial assets	11	11
Deferred corporate income tax	19	10
Trade and other receivables	220	287
Cash and cash equivalents	770	770
	5,136	1,434
Liabilities		
Deferred corporate income tax	-1,128	0
Current liabilities	-310	-185
	-1,438	-185
Total identifiable net assets at fair value	3,698	
Goodwill arising on acquisition	983	
Purchase consideration transferred	4,681	

The fair value of the trade receivables amounts to €220,000. The gross amount of trade receivables is €303,000. The trade receivables have been provided for the amount of €83,000.

The goodwill of €1.0 million mainly comprises the fair value of the knowledge and experience regarding E-Billing in the organization. None of the goodwill recognized is expected to be deductible for income tax purposes.

From the date of the acquisition, SendRegning has contributed to the Group revenues of €0.2 million and a profit of €0.1 million. If the combination had taken place at the beginning of the year, revenue would have been €1.4 million higher and the profit for the Group would have been €0.4 million higher.

Purchase consideration

(€000)

Consideration paid in cash	4,681
Total consideration	4,681

Analysis of cash flows on acquisition

(€000)

Transaction costs of the acquisition (included in cash flows from operating activities)	-101
Net cash acquired with the subsidiary (included in cash flows from investing activities)	770
Consideration paid in cash (included in cash flows from investing activities)	-4,681
Net cash flow on acquisition	-4,012

Transaction costs of the acquisition are included in other operating expenses (see Note 6.13).

At the date of the acquisition the company employed 8 people.

6.7 INVESTMENT IN ASSOCIATES AND JOINT VENTURES

As at 31 December 2012 the Group has an interest in the following entities:

- NCCW (the Netherlands): 49.00% (2011: 49.00%).
- Exa Group Consultores S.A. (Spain): 30.33% (2011: 30.33%).
- Offentliga Dokument i Solna AB (Sweden): 50.00% (2011: 50.00%).
- A-Plaza (the Netherlands): 50.00% (2011: 50.00%).

The interest in NCCW of 49% is part of an extensive collaboration between UNIT4 and NCCW in providing cloud services to the social housing sector in the Netherlands.

Together with the acquisition of 49% of the shares in 2011 UNIT4 received a call option to purchase the remaining 51% of the shares

which is exercisable between 1 January and 30 June 2013. Once UNIT4 will not exercise this call option a put option becomes active in which the current 51% shareholder can sell its shares to UNIT4 for a (relatively low) fixed price. As per reporting date UNIT4 did not have the power to control.

At the end of December 2011 Exa Group Consultores S.A. started the process of filing for bankruptcy which was expected to be finalized in 2012. This process has been delayed. As a consequence the expectation has been revised into a finalization in 2013. Since the Group does not expect to derive any future cash flows from the investment in Exa Group Consultores S.A. the carrying amount was already impaired to zero in 2011.

At 31 December 2012

The revenue and the net profit of the associates and joint ventures for the year ended are:

(€000)

	NCCW	Offentliga Dokument i Solna AB	A-Plaza	Total
Revenue	29,195	4,052	378	33,625
Expenses (including cost of sales)	28,683	4,062	546	33,291
Net profit	512	-10	-168	334

The (abridged) statements of financial position of the associates at the reporting date are:

(€000)

	NCCW	Offentliga Dokument i Solna AB	A-Plaza	Total
Non-current assets	12,134	0	0	12,134
Current assets	6,407	683	169	7,259
Non-current liabilities	-3,173	0	0	-3,173
Current liabilities	-4,319	-664	-268	-5,251
Equity	11,049	19	-99	10,969

The share in the Group is:

(in percentages)	49.00%	50.00%	50.00%	
Carrying amount of the investment	5,414	10	0	5,424

At 31 December 2011
(€000)

	NCCW ¹	Offentliga Dokument i Solna AB	A-Plaza	Total
Revenue	2,903	2,875	767	6,545
Expenses (including cost of sales)	2,831	2,870	761	6,462
Net profit	72	5	6	83

¹ For NCCW the Revenue and Net profit only reflect the period after the acquisition date (1 December 2011 till 31 December 2011).

The (abridged) statements of financial position of the associates at the reporting date are:
(€000)

	NCCW	Offentliga Dokument i Solna AB	A-Plaza	Total
Non-current assets	2,711	0	0	2,711
Current assets	6,745	805	159	7,709
Non-current liabilities	-1,149	0	0	-1,149
Current liabilities	-6,935	-776	-91	-7,802
Equity	1,372	29	68	1,469

The share in the Group is:

(in percentages)	49.00%	50.00%	50.00%	
Carrying amount of the investment	5,163	15	34	5,212

As at 31 December 2011, the assets and liabilities of NCCW were stated at their carrying amount, pending for the completion of a valuation of the identifiable assets and liabilities. This assessment was completed in 2012.

6.8 OPERATING SEGMENT INFORMATION

Operating segments

The Group is organized in legal entities linked to the type of activities (e.g. Sales, Research & Development), the product (e.g. ABW, Coda), market sector (e.g. Accountancy, Healthcare) or the geographical location. The financial reporting structure is where possible linked to the legal entity structure.

Operational responsibilities within the Group are linked to the financial results of the specific legal entities. This can be more than one legal entity per responsible operational manager. Furthermore more than one reporting segment can exist per country that are evaluated separately, as a result of which the reporting segment is not the same as the geographic information elsewhere in this document.

The Management Board evaluates the results of the various business operations within the Group on a periodic basis. Based on their operational responsibilities or size, the legal entities are consolidated into one or more reporting units per country. The Management Board separates the following reporting segments:

- Benelux
- FinancialForce.com
- United Kingdom
- Germany
- Norway
- Sweden
- Central R&D

No operational segments have been consolidated to come to the reporting segments mentioned above. The Management Board evaluates the results for the whole Group on a periodic basis including in particular the operating results (EBITDA) of those reporting segments. Transfer prices between operating segments are on an arm's length basis.

The following tables present the revenues, results and assets of the reporting segments of the Group, including the total of all other operating segments and the eliminations and adjustments.

For the year ended 31 December 2012
(€000)

	Benelux	Financial Force.com	United Kingdom	Germany	Norway	Sweden	Central R&D	All other operating segments	Eliminations and adjustments	Total
Revenues third parties	151,997	9,017	80,102	14,194	43,180	69,471	20	101,789	0	469,770
Revenues inter-segment	12,554	0	1,974	122	992	1,600	44,155	3,030	-64,427 ¹	0
Total revenues	164,551	9,017	82,076	14,316	44,172	71,071	44,175	104,819	-64,427	469,770
EBITDA	37,312	-9,101	17,460	-4,465	6,445	7,778	25,504	5,235	0	86,168
Depreciation of property, plant and equipment and intangible assets	10,569	1,211	12,320	1,365	1,999	1,751	10,170	11,732	0	51,117
Impairment charges	194	0	0	0	0	0	0	12,027	0	12,221

¹ Inter-segment deliveries are eliminated.

Segment assets	200,140	29,432	237,230	15,227	52,024	31,988	113,115	598,864	-726,177	551,843
Acquisition of associates	0	0	0	0	0	0	0	0	0	0
Purchase of intangible assets and property, plant and equipment	20,639	1,395	15,413	2,059	8,308	1,540	5,545	7,652	0	62,551

For the year ended 31 December 2011 (restated²)
(€000)

	Benelux	Financial Force.com	United Kingdom	Germany	Norway	Sweden	Central R&D	All other operating segments	Eliminations and adjustments	Total
Revenues third parties	149,457	4,480	74,811	15,313	39,566	66,668	62	95,338	0	445,695
Revenues inter-segment	11,473	0	369	80	550	962	41,209	2,183	-56,826 ¹	0
Total revenues	160,930	4,480	75,180	15,393	40,116	67,630	41,271	97,521	-56,826	445,695
EBITDA	34,750	-6,053	18,455	-1,745	7,137	9,030	19,967	1,973	0	83,514
Depreciation of property, plant and equipment and intangible assets	10,189	816	11,679	1,705	1,224	1,534	9,037	10,854	0	47,038
Impairment charges	235	0	0	0	0	0	0	971	0	1,206

¹ Inter-segment deliveries are eliminated.

Segment assets	123,598	17,836	259,381	14,916	29,209	37,818	98,183	516,705	-580,026	517,620
Acquisition of associates	5,199	0	0	0	0	0	0	0	0	5,199
Purchase of intangible assets and property, plant and equipment	6,388	734	2,509	1,817	4,969	1,177	10,791	12,915	0	41,300

Reconciliation of assets

Deferred tax assets and other financial assets are not allocated to individual segments as these items are managed on Group level.

(€000)

	2012	2011
Segment assets	551,843	517,620
Deferred tax assets	50,587	21,073
Other financial assets	11,561	4,030
Group assets	613,991	542,723

Geographic information

The revenues in the table below were generated from external customers attributed to the entity's country of domicile.

The non-current assets for this purpose consist of intangible assets, property, plant and equipment and investment in associates and joint ventures. Allocation has been made to the country to which the non-current assets relate to not depending on the legal entity in which they are accounted for.

(€000)

	2012		2011 (restated ¹)	
	Revenues	Non-current assets	Revenues	Non-current assets
Australia	43	0	68	0
Belgium	11,135	3,212	11,960	3,642
Canada	6,491	524	4,826	523
Czech Republic	64	0	54	0
Denmark	1,345	500	1,571	215
Equatorial Guinea	1,311	618	1,185	702
Estonia	0	12	0	12
France	7,321	892	7,909	1,246
Germany	14,194	12,347	15,313	11,665
Hungary	4,773	3,129	5,818	3,140
Indonesia	17	12	0	0
Ireland	4,086	5,101	0	0
Italy	832	511	593	574
Malaysia	1,024	12	1,054	12
Norway	43,195	43,204	39,628	33,480
Poland	17,704	51,051	21,924	55,695
Portugal	596	116	602	101
Singapore	6,400	5,278	3,008	5,981
South Africa	127	0	0	0
Spain	25,771	35,466	29,273	40,563
Sweden	69,471	11,611	66,668	11,385
The Netherlands	140,863	78,464	137,498	61,949
United Kingdom	83,453	157,834	75,694	167,279
United States	29,554	8,810	21,049	8,938
	469,770	418,704	445,695	407,102

¹ Certain amounts do not correspond to the Group's annual financial statements as at 31 December 2011 as they include adjustments for errors in previous periods as described in Note 6.5.

Reliance on major customers

The Group did not have external customers with revenues from transactions exceeding 10 per cent or more of the Group's revenues in 2012 (2011: n/a).

6.9 EMPLOYEE COSTS

(€000)

	2012	2011
Wages and salaries	200,594	184,065
Social security costs	37,803	34,139
Pension costs	12,735	11,208
Expense arising from equity-settled share-based payment transactions	655	631
Expense arising from cash-settled share-based payment transactions	118	0
Other employee costs	42,521	43,809
	294,426	273,852

Number of employees at 31 December

The number of employees concerns all employees that have a current employment contract, often referred to as 'headcount'.

	2012			2011		
	The Netherlands	Other countries	Total	The Netherlands	Other countries	Total
Sales & Marketing	151	435	586	152	412	564
Consultants	274	1,046	1,320	284	1,042	1,326
Developers	316	1,009	1,325	297	915	1,212
Support	191	438	629	165	432	597
Other	186	336	522	182	365	547
31 December	1,118	3,264	4,382	1,080	3,166	4,246
Average number of employees during the reporting year	1,094	3,218	4,312	1,073	3,130	4,203

Weighted number of employees at 31 December

The weighted number of employees concerns the number of employees taking account of part-time employees and temporary staff, usually abbreviated as FTE (full time equivalents).

	2012			2011		
	The Netherlands	Other countries	Total	The Netherlands	Other countries	Total
Sales & Marketing	142	426	568	146	401	547
Consultants	263	1,025	1,288	272	1,021	1,293
Developers	301	988	1,289	284	897	1,181
Support	179	417	596	155	417	572
Other	163	318	481	158	344	502
31 December	1,048	3,174	4,222	1,015	3,080	4,095
Average number of employees during the reporting year	1,026	3,134	4,160	1,008	3,040	4,048

6.10 SHARE-BASED PAYMENTS

Equity settled share-based payments in UNIT4 N.V.

Share options of the parent are granted to the Board of Directors and other key officials of the parent. The exercise price of the share options is the average of the market price up to 5 days in advance but not lower than the market price on the date of grant. The share options vest for one-third of the options 2 years after the grant date, for one-third 3 years after grant date and for one-third 4 years after grant date, under the condition that the employee is still on service.

In 2012 there were no share options granted. An overview of the current equity settled share option plan for UNIT4 N.V. shares is depicted below:

Year granted	Exercise period up to and including	Granted	Outstanding at 1 January 2012	Expired in 2012	Exercised in 2012	Outstanding at 31 December 2012	Exercise price (€)	Exercisable
2008	Mar. 2013	290,000	263,334	0	92,482	170,852	16.70	170,852
2009	Sep. 2014	250,000	235,001	0	36,665	198,336	13.42	131,668
2011	Apr. 2016	205,000	205,000	0	0	205,000	24.19	-
		745,000	703,335	0	129,147	574,188		302,520

The weighted average remaining term for the share options at 31 December 2012 is 1.8 years (2011: 2.7 years).

Cash settled share-based payments in UNIT4 N.V.

As from 1 January 2012, a new Performance Share Plan came into place for the UNIT4 Management Board that replaces the equity settled share option plans. The Performance Share Plan works as follows. Each year the applicable participants have the voluntary option to convert, at market value, part or the total of their annual cash bonus (short term incentive), together with their own resources

("Own Contribution") into shares ("Basic Shares") of UNIT4. The Supervisory Board has determined a minimum (currently an amount equal to the net equivalent of 50% of the earned bonus) and a maximum (currently an amount equal to the net equivalent of the maximum bonus to be earned) for the applicable participant. The Basic Shares, paid for by Own Contribution, may not be disposed of for a period of 3 years after the acquisition ("Lock-up Period"). After the Lock-up Period, the Supervisory Board may grant additional shares ("Performance Shares") to a participant on the basis of the achievement of pre-agreed long-term targets of the Company (currently growth EBITDA, growth EPS and Relative TSR (Total Shareholder Return measured in comparison with the performance peer group)). Performance Shares shall be awarded based on the, together with the long-term targets, agreed ratio between Basic Share and Performance Share (increasing from 0 Performance Share per Basic Share up to maximum of 2 Performance Shares per Basic Share).

Details on participation into the Performance Share Plan 2012 (UNIT4 N.V.)

At the beginning of 2012 in total 36.246 Basic Shares were acquired by the participants. Based upon the expected outcome of the pre-agreed long-term targets this would lead to 15.564 performance Shares to be awarded.

The carrying amount of the liability relating to the 2012 Performance Share Plan at 31 December 2012 was € 117,766.

Equity settled share-based payments in FinancialForce.com

Share options in FinancialForce.com are granted to the Board of Directors and other (key) employees of this Group company. The exercise price of the share options is the price per common share on the date of grant. The share options vest for one-fourth of the options in each of the 4 following years under the condition that the employee is still on service.

The fair value of the share options is estimated at the grant date using a binomial (Black & Scholes) option pricing model, taking into account the terms and conditions upon which the share options were granted. The fair value is proportionally allocated over the vesting period.

Details on share options granted in 2012 (FinancialForce.com)

The relevant details on the share options granted during 2012 are included in the following table:

Exercise price	USD	0.08
Weighted average share price on grant date	USD	0.08
Dividend yield (%)		n/a
Expected volatility (%)		n/a
Average risk-free interest rate (%)		n/a
Model used		Binomial
Fair value (per option value)	USD	0.00

An overview of the current equity settled share option plan for FinancialForce.com shares is depicted below:

Year granted	Exercise period up to and including	Granted	Outstanding at 1 January 2012	Expired in 2012	Exercised in 2012	Outstanding at 31 December 2012	Exercise price (USD)	Exercisable
2010	Sep.2020	1,902,625	1,844,500	51,969	246,542	1,545,989	0.08	1,117,436
2011	Nov.2021	2,319,250	2,319,250	10,000	57,656	2,251,594	0.08	1,099,472
2012	Mar.2022	251,875	251,875	0	0	251,875	0.08	62,969
		4,473,750	4,415,625	61,969	304,198	4,049,458		2,279,877

The weighted average remaining term for the share options at 31 December 2012 is 8.3 years. (2011: 9.0 years).

Expense of share-based payments

The expense of all current share-based payments is specified below:

	2012	2011
Granted during the financial year 2012 (€)	117,766	0
Granted during the financial year 2011 (€)	418,134	288,685
Granted during the financial year 2009 (€)	236,466	342,500
	772,366	631,185

6.11 COST OF SALES

(€000)

	2012	2011 (restated ¹)
Products	8,105	9,941
SaaS and Subscriptions	4,285	3,668
Contracts	10,277	9,612
Services and other	12,942	14,558
	35,609	37,779

¹ Certain amounts do not correspond to the Group's annual financial statements as at 31 December 2011 as they include adjustments for errors in previous periods as described in Note 6.5.

6.12 DEPRECIATION OF PROPERTY, PLANT AND EQUIPMENT AND AMORTIZATION OF INTANGIBLE ASSETS

(€000)

	2012	2011 (restated ¹)
Amortization of software products	29,360	25,893
Amortization of customer contracts	13,695	14,045
Amortization of other intangible assets	670	842
Depreciation of property, plant and equipment	7,392	6,258
Impairment of intangible assets and property, plant and equipment	12,221	1,206
	63,338	48,244

¹ Certain amounts do not correspond to the Group's annual financial statements as at 31 December 2011 as they include adjustments for errors in previous periods as described in Note 6.5.

For goodwill impairment, see Note 6.20.

6.13 OTHER OPERATING EXPENSES

(€000)

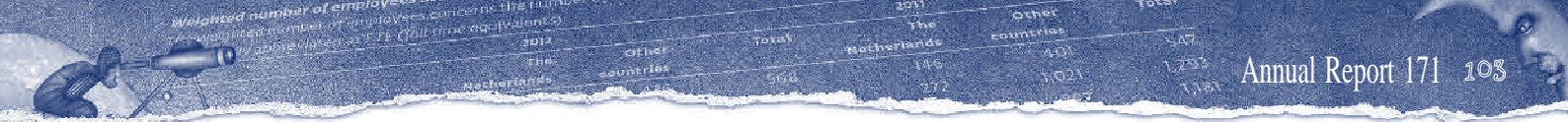
	2012	2011 (restated ¹)
Selling costs	13,050	10,978
Accommodation costs	17,420	16,685
Financial and advisory costs	6,917	4,796
Other expenses	16,180	18,091
	53,567	50,550

¹ Certain amounts do not correspond to the Group's annual financial statements as at 31 December 2011 as they include adjustments for errors in previous periods as described in Note 6.5.

6.14 FINANCE COSTS

(€000)

	2012	2011
Interest charges	11,229	10,406
Financial liabilities settlement ¹	1,746	0
Exchange rate loss	770	1,079
Result on valuation interest swap	2,202	0
Interest concerning capitalized development costs	-270	-555
Finance costs (based on historical value)	15,677	10,930
Interest concerning capitalized finance costs (based on amortized costs)	452	587
	16,129	11,517



Weighted number of employees (concerning the number of employees in the Netherlands and other countries)

2012	2011	Total	Other countries	Total
The Netherlands	The Netherlands	The Netherlands	Other countries	Total
504	145	649	400	547
272	1021	1293	1021	1121
	1021	1121		

¹ These amounts relate to the settlement with regard to the irregularities in Poland as described in Note 6.5.

6.15 FINANCE INCOME

(€000)

	2012	2011
Interest revenue	5,631	3,873
Result on valuation interest swap	0	2,497
Exchange rate gains	691	1,079
Dividend received from securities	0	37
	6,322	7,486

6.16 INCOME TAX

(€000)

	2012	2011
Current income tax charge		
Current financial year	17,986	20,364
Amendments for preceding years	-466	-515
	17,520	19,849
Deferred taxes		
Temporary differences between fiscal and commercial valuation	-19,518	-5,486
Change in tax rates	-2,153	-1,281
Utilization/benefit of tax losses recognized	-6,141	-5,070
	-27,812	-11,837
Taxes	-10,292	8,012

Specification of effective tax rate

(€000)

	2012	%	2011	%
			(restated ¹)	
Profit before tax	13,235		31,162	
Income tax using the domestic corporation tax rate	3,309	25.0%	7,791	25.0%
Effect of tax rates in foreign jurisdictions	-1,272	-9.6%	312	1.0%
Income not subject to tax	-613	-4.7%	-500	-1.6%
Expenses not deductible for tax purposes	4,768	36.0%	1,836	5.9%
Fiscal facilities related to intellectual property	-13,936	-105.3%	0	0.0%
Utilization of previously unrecognized tax losses	-100	-0.8%	-205	-0.7%
Tax losses for which no deferred income tax asset was recognized	171	1.3%	574	1.8%
Change in tax rates	-2,153	-16.3%	-1,281	-4.1%
Adjustment in respect of prior years	-466	-3.5%	-515	-1.7%
	-10,292	-77.8%	8,012	25.7%

¹ Certain amounts do not correspond to the Group's annual financial statements as at 31 December 2011 as they include adjustments for errors in previous periods as described in Note 6.5.

6.17 ISSUED CAPITAL AND RESERVES

6.17.1 ISSUED CAPITAL

The authorized share capital at 31 December 2012 encompasses 40,000,000 (2011: 40,000,000) ordinary shares and 40,000,000 (2011: 40,000,000) preference shares, both with a nominal value of €0.05. No preference shares have been issued. The holders of ordinary shares have one vote per share at UNIT4's shareholders' meeting.

At the reporting date 29,457,789 ordinary shares (2011: 29,292,396) were issued and paid up in full. The changes (in numbers) in the share capital can be presented as follows:

	2012	2011
Balance at 1 January	29,292,396	29,217,316
Share issue	36,246	0
Exercise of options	129,147	75,080
Balance at 31 December	29,457,789	29,292,396

6.17.2 SHARE PREMIUM RESERVE

The share premium can be considered as paid up capital and is not restricted for dividend purposes.

6.17.3 CURRENCY TRANSLATION DIFFERENCES RESERVE

The currency translation differences reserve encompasses all exchange differences, as of 1 January 2004 (IFRS transition date), relating to foreign currency differences arising from the translation of the net investment in entities (including goodwill) with another functional currency than the euro, and from the translation of liabilities (loans and other financial instruments) used to hedge the Group's net investment in a foreign subsidiary. The currency translation differences reserve is qualified as a legal reserve in compliance with Dutch law requirements and cannot be distributed freely to shareholders of UNIT4 N.V.

6.17.4 DIVIDENDS PAID AND PROPOSED

(€000)	2012	2011
Declared and paid during the year		
Final dividend for 2011 (€0.40 per share)	11,731	0
Final dividend for 2010 (€0.25 per share)	0	7,319
Proposed for approval at the Annual General Meeting (not recognized as a liability as at 31 December)		
Dividends on ordinary shares: 2012 proposed: €0.45 per share (2011: €0.40 per share)	13,256	11,717

6.18 EARNINGS PER SHARE

The earnings per share can be specified as follows:

	2012	2011 (restated ¹)
Basic earnings per share (A/X)	€0.83	€0.81
Diluted earnings per share (B/Y)	€0.83	€0.81
Basic earnings per share before goodwill related items and impairment (D/X)	€1.88	€1.53
Diluted earnings per share before goodwill related items and impairment (C/Y)	€1.88	€1.52

¹ Certain amounts do not correspond to the Group's annual financial statements as at 31 December 2011 as they include adjustments for errors in previous periods as described in Note 6.5.

Basic earnings per share is calculated by dividing the net profit attributable to ordinary shareholders by the weighted average number of shares outstanding.

Diluted earnings per share is calculated by dividing the net profit attributable to ordinary shareholders (after adjusting for outstanding option rights, after tax) by the weighted average number of shares outstanding plus the weighted average number of shares that would be issued on conversion of all the potential dilutive ordinary shares.

The basic and diluted earnings per share before goodwill related items and impairments are calculated by using the net profit attributable to ordinary shareholders without goodwill impairment, amortization of customer contracts, acquired software development costs and trademarks instead of the net profit attributable to ordinary shareholders.

The calculation can be specified as follows:

(€000)

	2012	2011 (restated ¹)
Net profit attributable to ordinary shareholders (A)	24,292	23,739
Effect of outstanding option rights (after tax)	0	0
Net profit attributable to ordinary shareholders (after dilution) (B)	24,292	23,739
Goodwill related items and impairments	31,024	20,926
Net profit attributable to ordinary shareholders before goodwill related items and impairments (after dilution) (C)	55,316	44,665
Net profit attributable to ordinary shareholders (A)	24,292	23,739
Goodwill related items and impairments	31,024	20,926
Net profit attributable to ordinary shareholders before goodwill related items and impairments (D)	55,316	44,665

(in numbers x 1,000)

	2012	2011
Weighted average number of shares during the period (x)	29,340	29,275
Effect of outstanding option rights	98	115
Weighted average number of shares during the period adjusted for the effect of dilution (Y)	29,438	29,390

¹ Certain amounts do not correspond to the Group's annual financial statements as at 31 December 2011 as they include adjustments for errors in previous periods as described in Note 6.5.

6.19 INTANGIBLE ASSETS

At 31 December 2012

(€000)

	Goodwill	Internally developed software	Acquired software	Customer contracts	Other intangible assets	Total
Carrying amount at 1 January	177,827	62,170	39,389	78,718	8,429	366,533
Adjustments preceding financial years	114	83	-14	-12	-71	100
Acquisition of subsidiaries	3,063	0	4,810	16,610	54	24,537
Internally developed intangible assets	0	29,208	0	0	0	29,208
Investments	0	0	250	0	1	251
Divestments (cost price)	0	-30	-3,235	-568	-10	-3,843
Divestments (accumulated depreciation and impairment)	0	30	3,235	568	10	3,843
Depreciation & amortization	0	-18,800	-10,560	-13,695	-670	-43,725
Impairment	-12,221	0	0	0	0	-12,221
Currency translation differences	5,312	2,088	1,470	1,894	724	11,488
Carrying amount at 31 December	174,095	74,749	35,345	83,515	8,467	376,171
1 January 2012						
Cost price	188,280	140,795	75,413	133,070	11,564	549,122
Accumulated depreciation & amortization	-3,426	-78,625	-35,810	-54,352	-3,135	-175,348
Accumulated impairment	-7,027	0	-214	0	0	-7,241
Carrying amount	177,827	62,170	39,389	78,718	8,429	366,533
31 December 2012						
Cost price	197,047	174,787	81,036	152,068	12,461	617,399
Accumulated depreciation & amortization	-3,426	-100,038	-45,457	-68,553	-3,994	-221,468
Accumulated impairment	-19,526	0	-234	0	0	-19,760
Carrying amount	174,095	74,749	35,345	83,515	8,467	376,171

At 31 December 2011 (restated¹)
(€000)

	Goodwill	Internally developed software	Acquired software	Customer contracts	Other intangible assets	Total
Carrying amount at 1 January	167,567	53,333	46,424	89,145	9,554	366,023
Adjustments of previous period errors ¹	11,105	0	-3,349	0	0	7,756
Carrying amount at 1 January (restated)	178,672	53,333	43,075	89,145	9,554	373,779
Adjustments preceding financial years	23	101	-87	-78	2	-39
Acquisition of subsidiaries	0	0	7,082	3,087	0	10,169
Internally developed intangible assets	0	24,036	0	0	0	24,036
Investments	0	0	0	299	455	754
Divestments (cost price)	0	-475	-6,005	-5,401	-176	-12,057
Divestments (accumulated depreciation and impairment)	0	293	6,005	5,401	176	11,875
Depreciation & amortization	0	-15,321	-10,572	-14,045	-842	-40,780
Impairment	-1,206	0	0	0	0	-1,206
Currency translation differences	338	203	-109	310	-740	2
Carrying amount at 31 December (restated)	177,827	62,170	39,389	78,718	8,429	366,533
1 January 2011						
Cost price	189,919	116,268	74,387	134,520	12,080	527,174
Accumulated depreciation & amortization	-3,748	-62,935	-31,071	-45,375	-2,526	-145,655
Accumulated impairment	-7,499	0	-241	0	0	-7,740
Carrying amount (restated)	178,672	53,333	43,075	89,145	9,554	373,779
31 December 2011						
Cost price	188,280	140,795	75,413	133,070	11,564	549,122
Accumulated depreciation & amortization	-3,426	-78,625	-35,810	-54,352	-3,135	-175,348
Accumulated impairment	-7,027	0	-214	0	0	-7,241
Carrying amount	177,827	62,170	39,389	78,718	8,429	366,533

¹ Certain amounts do not correspond to the Group's annual financial statements as at 31 December 2011 as they include adjustments for errors in previous periods as described in Note 6.5.

The amount of borrowing costs capitalized as part of internally developed software during the year ended 31 December 2012 was €270,000 (2011: €555,000). The rate used to determine the amount of capitalized borrowing costs was 1.32% (2011: 2.617%), being 6 months Euribor plus a surcharge.

6.20 IMPAIRMENT TEST OF GOODWILL

Goodwill acquired through business combinations has been allocated to the relevant cash-generating unit (CGU). The following is an overview of the CGU's with either a significant carrying amount of goodwill in comparison to the Group's total carrying amount of goodwill or a recognized impairment loss:

(€000)

	Carrying amount goodwill at 31 December 2012	Impairment 2012	Carrying amount goodwill at 31 December 2011 (restated ¹)	Impairment 2011
Van der Kley automatisering (2000)	418	194	612	235
Fininfor (2003)	416	430	846	971
Spain (2004/2006/2008)	8,473	3,120	11,593	0
CODA (2008)	99,376	0	96,961	0
TETA (2010)	24,437	8,477	30,285	0
Other CGU's	40,975	0	37,530	0
	174,095	12,221	177,827	1,206

¹ Certain amounts do not correspond to the Group's annual financial statements as at 31 December 2011 as they include adjustments for errors in previous periods as described in Note 6.5.

The recoverable amount of the CGU's has been determined based on a value in use calculations using pre-tax cash flow projections from financial budgets approved by senior management. The pre-tax discount rates applied to the cash flow projections have been included in the table below.

In general the period over which management has projected cash flows based on financial budgets/forecasts is 5 years. In case there are substantial intangible assets amortized over a longer period than 5 years, longer projections than 5 years are used to achieve a more accurate calculation. Any terminal value is calculated on the basis of an infinite cash flow that is determined by means of the projected cash flow in the final year of the projection.

The key assumptions used for value in use calculations in 2012 are as follows:

	Van der Kley	Fininfor	Spain	CODA	TETA	Other CGU's
Gross profit growth	-20%	-40%	4%	4%	4%	1% - 10%
Employee and other expenses growth	-20%	-34%	1%	2%	3%	1% - 10%
Discount rate	12.99%	14.60%	11.36%	11.75%	12.80%	11.47% - 13.33%

The key assumptions used for value in use calculations in 2011 are as follows:

	Van der Kley	Fininfor	Spain	CODA	TETA	Other CGU's
Gross profit growth	-20%	-32%	4%	4%	4%	1% - 11%
Employee and other expenses growth	-20%	-34%	1%	2%	2%	2% - 6%
Discount rate	13.07%	14.70%	12.03%	12.20%	12.40%	11.10% - 14.00%

The individual growth percentages relate to growth of the undiscounted free pre-tax cash flows and are derived from long-term forecasts for the industry and expectations of the management involved. The long-term forecasts are based upon growth rates for the different revenue categories, being Products, Services and other, Contracts and SaaS and Subscriptions, as well as the retention rate and various costs indexations.

The discount rates represent the current market assessment of the risks specific to each cash-generating unit, regarding the time value of money and individual risks of the underlying assets which have not been incorporated in the cash flow estimates.

The discount rate calculation is based on the specific circumstances of the Group and its operating segments and is derived from its weighted average cost of capital (WACC). CGU-specific risk is incorporated by applying individual beta factors. The beta factors are evaluated annually based on publicly available marked data.

Impairment charge

The impairment charge relating Van der Kley arose as a result of the decreasing business of Van der Kley. Management expects that the activities of Van der Kley will generate revenue up to and including 2015.

The impairment charge relating Fininfor arose as a result of a decrease in the level of product and contract revenues of Fininfor. This decrease was caused by the management decision to sell parts of the activities of Fininfor in 2010 as part of the management buy out of Agresso France SA. Management expects that the activities of Fininfor will generate revenue up to and including 2016.

The deteriorated economic circumstances in Spain during 2012 have negatively impacted the performance of the cash-generating unit Spain in 2012. Therefore management has revised its long term financial budgets and forecasts which results in a decrease of the projected cash flows and an impairment charge.

As a result of the prior year's error adjustment and the adjustment on the acquisition balance as described in Note 6.5.1, the goodwill for the cash-generating unit TETA increased with €10.2 million (as per 31 December 2011). In addition, management has reviewed and amended the financial budgets and forecasts for the TETA group for the next five years, which resulted in a downward revision of the projected cash flows for the next five years and therefore the estimated recoverable amount. As a consequence the estimated recoverable amount no longer exceeds the carrying value of the unit, which has led to an impairment charge.

Sensitivity to changes in assumptions

CGU's with an impairment charge during 2012

For the CGU's with an impairment charge during 2012, the estimated recoverable amount is equal to its carrying value and, consequently any adverse change in a key assumption would result in a further impairment loss. The implications of the key assumptions for the recoverable amount are discussed below:

Van der Kley

Management has considered the possibility of a faster decrease in activities for Van der Kley. In case the value in use is calculated with an average negative growth of 25% for both gross profit and employee and other expenses an additional impairment of €71,000 will arise.

Fininfor

Management has considered the possibility of less product revenue and a lower retention rate for existing contracts which results in a faster decrease of revenues for Fininfor. In case the value in use is calculated with a gross profit growth of -/- 47% an additional impairment of €114,000 will arise.

Spain

Management has considered the possibility of a decrease in gross profit growth to 3% with a corresponding 0% growth in employee and other operating expenses. This would result in an additional impairment charge of €1.0 million.

TETA

Management has considered the possibility of an unexpected lower gross profit growth of 2% with a corresponding 1% growth in employee and other operating expenses. This would result in an additional impairment charge of €0.5 million.

CGU's without an impairment charge during 2012

In the cash-generating unit Germany, which is included in the "Other CGU's" for €3.3 million of goodwill, the recoverable amount calculated based on value in use exceeded the carrying value by €8 million. The value in use is calculated using a gross profit growth of 8% and an employee and other operating expenses growth of 1%. In case the cash-generating unit experiences an unexpected fall in gross profit growth to 6% with a corresponding 0% growth in employee and other operating expenses, this would remove the remaining headroom.

With regard to the assessment of the value in use of the other cash-generating units, management believes that no reasonably possible change in any of the key assumptions would cause the carrying value of the unit to materially exceed its recoverable amount.

6.21 PROPERTY, PLANT AND EQUIPMENT

At 31 December 2012

(€000)

	Land and buildings	Technological inventories	Other tangible assets	Total
Carrying amount at 1 January	23,189	6,311	5,857	35,357
Acquisition of subsidiaries	0	70	73	143
Investments	438	5,213	2,761	8,412
Divestments	0	-1,182	-1,038	-2,220
Depreciation of divestments	0	1,159	1,021	2,180
Depreciation	-688	-4,408	-2,296	-7,392
Currency translation differences	407	104	95	606
Other movements	-16	3	36	23
Carrying amount at 31 December	23,330	7,270	6,509	37,109
1 January 2012				
Cost price	29,345	28,005	18,428	75,778
Accumulated depreciation	-6,156	-21,694	-12,571	-40,421
Carrying amount	23,189	6,311	5,857	35,357
31 December 2012				
Cost price	30,146	32,666	20,915	83,727
Accumulated depreciation	-6,816	-25,396	-14,406	-46,618
Carrying amount	23,330	7,270	6,509	37,109

Land and Buildings are pledged for the total amount of €2.4 million (2011: €2.2 million). There were no borrowing costs capitalized during the year ended 31 December 2012 (2011: none).

At 31 December 2011

(€000)

	Land and buildings	Technological inventories	Other tangible assets	Total
Carrying amount at 1 January	23,625	4,737	7,094	35,456
Acquisition of subsidiaries	0	27	15	42
Investments	347	4,857	1,095	6,299
Divestments	0	-3,289	-307	-3,596
Depreciation of divestments	0	3,270	299	3,569
Depreciation	-669	-3,482	-2,107	-6,258
Currency translation differences	-133	-14	0	-147
Other movements	19	205	-232	-8
Carrying amount at 31 December	23,189	6,311	5,857	35,357
1 January 2011				
Cost price	29,055	25,804	17,797	72,656
Accumulated depreciation	-5,430	-21,067	-10,703	-37,200
Carrying amount	23,625	4,737	7,094	35,456
31 December 2011				
Cost price	29,345	28,005	18,428	75,778
Accumulated depreciation	-6,156	-21,694	-12,571	-40,421
Carrying amount	23,189	6,311	5,857	35,357

6.22 OTHER FINANCIAL ASSETS

The other financial assets can be specified as follows:

At 31 December 2012

(€000)

	Loans and receivables	Securities	Total
Balance at 1 January	4,583	7	4,590
Acquisition of subsidiaries	11	0	11
Investments	8,583	0	8,583
Reclassifications	-241	0	-241
Repayments/Waivers	-795	0	-795
Currency translation differences	10	0	10
Balance at 31 December	12,151	7	12,158
Current	597	0	597
Non-current	11,554	7	11,561
	12,151	7	12,158

The item Securities relates to the 15% interest in Arge Holding B.V. and the 0.4% interest in ArgeWeb B.V., both based in Maassluis, the Netherlands.

At 31 December 2011

(€000)

	Loans and receivables	Securities	Pensions	Total
Balance at 1 January	2,259	7	3	2,269
Acquisition of subsidiaries	144	0	0	144
Investments	1,551	0	0	1,551
Reclassifications	1,986	0	-3	1,983
Repayments/Waivers	-1,314	0	0	-1,314
Discontinued operations	0	0	0	0
Currency translation differences	-43	0	0	-43
Balance at 31 December	4,583	7	0	4,590
Current	560	0	0	560
Non-current	4,023	7	0	4,030
	4,583	7	0	4,590

6.23 DEFERRED TAX ASSET

The deferred tax asset recognized is caused by tax losses which are expected to be offset in the future against taxable income and by differences between fiscal and commercial valuations and result determinations. The deferred tax asset is to a significant extent of a long-term nature.

The deferred tax asset at 31 December relates to the following:

(€000)

	2012	2011 (restated ¹)
Losses available for offset against future taxable income	20,916	12,505
Temporary differences	29,671	8,568
	50,587	21,073

¹ Certain amounts do not correspond to the Group's annual financial statements as at 31 December 2011 as they include adjustments for errors in previous periods as described in Note 6.5.

In certain countries the Group has a history of losses. The Group has valued deferred tax assets in relation to the (carry forward) losses and other temporary differences within those countries as the management expects that there will be sufficient taxable income available in the future.

The Group has an amount of €6.2 million in non-recognized losses available for offset (2011: 5.8 million). These losses are not recognized on the statement of financial position because the losses have not yet been determined by the local authorities or because the uncertainty as to whether sufficient taxable profits can be realized within the foreseeable future is too high.

The expiration of these non-recognized losses can be specified as follows:

(€000)

	2012	2011
Within 1 year	24	30
Between 1 and 5 years	0	0
After 5 years	6,144	5,720
	6,168	5,750

6.24 INVENTORIES

The inventories consist entirely of trading stock.

(€000)

	2012	2011 (restated ¹)
Trading stock	642	911
	642	911

¹ Certain amounts do not correspond to the Group's annual financial statements as at 31 December 2011 as they include adjustments for errors in previous periods as described in Note 6.5.

6.25 TRADE AND OTHER RECEIVABLES

(€000)

	2012	2011 (restated ¹)
Trade receivables	72,125	64,622
Other receivables	25,717	22,408
	97,842	87,030

¹ Certain amounts do not correspond to the Group's annual financial statements as at 31 December 2011 as they include adjustments for errors in previous periods as described in Note 6.5.

6.25.1 TRADE RECEIVABLES

Trade receivables are non-interest bearing and are generally on 30-90 day payment terms.

As at 31 December 2012, trade receivables of an initial value of €7.4 million (2011: €7.8 million) were impaired and fully provided for.

The movement in the provision for impairment of receivables is as follows:

(€000)

	2012	2011 (restated ¹)
Balance at 1 January	7,815	5,124
Addition	4,353	5,887
Expenditure	-4,253	-1,322
Reversal	-773	-1,815
Currency translation differences	281	-59
Balance at 31 December	7,423	7,815

¹ Certain amounts do not correspond to the Group's annual financial statements as at 31 December 2011 as they include adjustments for errors in previous periods as described in Note 6.5.

6.25.2 OTHER RECEIVABLES

(€000)

	2012	2011
To be invoiced	12,854	12,332
Prepayments and accrued income	11,380	8,928
Receivables employees	422	206
Short-term part of long-term receivables	597	560
Other receivables	464	382
	25,717	22,408

Prepayments and accrued income

Prepayments and accrued income includes, in particular, prepaid services or supplies, interest to be received and prepaid costs such as lease, rental and interest costs. These can be specified as follows:

(€000)

	2012	2011
Prepaid rent	1,681	1,436
Prepaid maintenance contracts	3,669	3,154
Prepaid insurance	719	714
Prepaid pensions	374	64
Interest to be received	320	85
Other	4,617	3,475
	11,380	8,928

6.25.3 OTHER TAXES

The other taxes consist of:

(€000)

	2012	2011
Sales tax	323	652
Other taxes and social security premiums	180	102
	503	754

6.26 CASH AND CASH EQUIVALENTS

(€000)

	2012	2011
ING Bank	3,638	3,323
ABN AMRO Bank	240	1,177
Handelsbanken	5,158	4,519
Den Norske Bank	14,576	4,148
Citizens Bank	2,228	190
Other	8,066	8,009
	33,906	21,366

6.27 INTEREST-BEARING LOANS AND BORROWINGS

The interest-bearing loans and borrowings consist of:

(€000)

	2012	2011
Interest-bearing loans and borrowings	86,456	84,174
Derivatives	3,296	105
Other interest-bearing loans and borrowings	664	352
	90,416	84,631

Interest-bearing loans and borrowings

On 1 February 2012 the Group obtained a €150,000,000 Senior Facilities agreement together with a €30,000,000 accordion option. This new facility replaces the former syndicated loan facility which remaining balance would have become due in the first quarter of 2013. The extra funds increase UNIT4's financial strength, support the company's growth strategy and support future dividend payments.

The new facility can be divided in a term loan of €50,000,000, which will be repaid in installments of €2,500,000 per quarter, and a revolving facility of €100,000,000. The term of the loan is 3 years with 2 extension options to extend to a period of 5 years in total.

No specific securities have been given. The following covenants need to be complied with, measured over a period of 12 months before the test date (relevant period) and monitored quarterly.

- Interest Cover: this is the ratio between EBITDA and net finance charges which should exceed 4.0:1.0.
- Leverage: this is the ratio between EBITDA and total net debt which should not exceed: 2.0:1.0 but may on one occasion increase to a maximum limit of 2.50 for 2 successive quarters and and a maximum limit of 2.25 for the quarter immediately thereafter.

At the reporting date the Group complies with both covenants. In addition, the most significant Group companies, based on 80% of the total operating result (EBITDA) and 70% of the total statement of financial position, are severally responsible.

The interest period is 3 months and floating (Euribor), but is, for at least 2/3 of the outstanding balance, hedged to a fixed 5 years rate. This 5 year rate has been fixed on 2.2475% (excluding margin) and includes the close out of the formerly existing interest swaps.

The development of the interest-bearing loans and borrowings can be presented as follows:
(€000)

	2012	2011
Balance at 1 January	107,174	127,873
Acquisition of subsidiaries	0	0
Additions	122,090	846
Repayment	-115,031	-23,223
Capitalized financing costs	-1,316	0
Amortized capitalized financing costs (effective interest method)	452	587
Exchange rate differences recognized as other comprehensive income	25	1,253
Currency translation differences	62	-162
Balance at 31 December	113,456	107,174
Current	27,000	23,000
Non-current	86,456	84,174
	113,456	107,174

The current part of the interest-bearing loans and borrowings as per 31 December 2012 include an extra repayment on the facility of €17.0 million.

6.28 PENSION OBLIGATIONS

The development of the pensions can be presented as follows:
(€000)

	2012	2011
Balance at 1 January	4,278	2,553
Acquisition subsidiaries	144	0
Pension costs attributable to the year	2,539	1,725
Balance at 31 December	6,961	4,278

The breakdown of the plans by country is as follows:
(€000)

	2012	2011
Defined benefit plans in the Netherlands	6,729	4,066
Defined benefit plan in France	159	143
Defined benefit plan in Germany	73	69
	6,961	4,278

The provisions relate to the obligations regarding committed pension entitlements in France, which are regulated by the government, to the obligations regarding defined benefit plans in the Netherlands, and to one individual pension plan in Germany.

The plan in France concerns an unfunded obligation. Because of the limited importance of the obligation, no further explanation has been included.

In Germany there is one individual pension plan with one employee for which the premiums are reinsured with an insurance company. Germany has no other pension plans.

In other countries, only defined contribution plans and/or old age provisions are in place, where applicable in accordance with the regulations in those countries.

Within the Netherlands, several (individual) pension plans exist which under IFRS qualify as defined contribution plans. These plans are fully reinsured.

In the Netherlands there are also defined contribution plans which were made free of premium at the beginning of 2009 as all the participants moved to a new (average pay pension) plan that is classified as a defined benefit plan (ASR plan I and ASR plan II). The



Weighted number of employees (concerning the number of employees in the Netherlands and other countries)

2012	Other countries	Total	2011	The Netherlands	Other countries	Total
The Netherlands		504	The Netherlands	145	400	547
				272	1,021	1,293
					1,021	1,121

former plan has been frozen.

In the Netherlands there are currently 6 defined benefit plans with Nationale Nederlanden, AEGON and ASR.

These defined benefit plans have been calculated by external actuaries. The material plans can be specified as follows:

Net benefit expense 2012

(€000)

	Nationale Nederlanden plan	AEGONplan	ASR plan I	ASR plan II	ASR plan III	Total
Current service cost (incl. administration costs)	277	75	169	2,262	315	3,098
Past service costs	0	-19	0	0	0	-19
Interest cost on benefit obligation	185	59	88	550	52	934
Expected return on plan assets	-158	-59	-76	-422	-36	-751
Net benefit expense	304	56	181	2,390	331	3,262
Actual return on plan assets	1,295	244	548	4,004	170	6,261

Net benefit expense 2011

(€000)

	Nationale Nederlanden plan	AEGONplan	ASR plan I	ASR plan II	ASR plan III	Total
Current service cost (incl. administration costs)	304	82	149	1,615	258	2,408
Interest cost on benefit obligation	156	53	74	368	32	683
Expected return on plan assets	-125	-49	-66	-307	-25	-572
Net benefit expense	335	86	157	1,676	265	2,519
Actual return on plan assets	-192	-67	62	-351	-86	-634

Benefit (asset)/liability 2012

(€000)

	Nationale Nederlanden plan	AEGONplan	ASR plan I	ASR plan II	ASR plan III	Total
Defined benefit obligation	5,689	1,734	2,715	18,121	1,428	29,687
Fair value of plan assets	-4,806	-1,521	-2,263	-13,546	-967	-23,103
Benefit liability	883	213	452	4,575	461	6,584

Benefit (asset)/liability 2011

(€000)

	Nationale Nederlanden plan	AEGONplan	ASR plan I	ASR plan II	ASR plan III	Total
Defined benefit obligation	3,743	1,246	1,776	9,171	711	16,647
Fair value of plan assets	-3,140	-1,190	-1,447	-6,376	-428	-12,581
Benefit liability	603	56	329	2,795	283	4,066

Changes in the present value of the defined benefit obligation are as follows:
(€000)

	Nationale Nederlanden plan	AEGONplan	ASR plan I	ASR plan II	ASR plan III	Total
Defined benefit obligation as at 1 January 2011	3,487	1,244	1,355	5,193	241	11,520
Interest cost	156	53	74	368	32	683
Current service cost (incl. administration costs)	406	74	185	2,480	389	3,534
Benefits paid	0	-7	-3	-9	0	-19
Actuarial (losses)/gains on obligation	-306	-118	165	1,139	49	929
Defined benefit obligation as at 31 December 2011	3,743	1,246	1,776	9,171	711	16,647
Interest cost	185	59	88	550	52	934
Current service cost (incl. administration costs)	363	64	206	3,175	434	4,242
Past service cost	0	-19	0	0	0	-19
Benefits paid	0	-7	-6	-51	0	-64
Actuarial (losses)/gains on obligation	1,398	391	651	5,276	231	7,947
Defined benefit obligation as at 31 December 2012	5,689	1,734	2,715	18,121	1,428	29,687

Changes in the fair value of plan assets are as follows:
(€000)

	Nationale Nederlanden plan	AEGONplan	ASR plan I	ASR plan II	ASR plan III	Total
Fair value of plan assets as at 1 January 2011	2,927	1,170	1,121	3,797	139	9,154
Expected return	125	49	66	307	25	572
Employer contributions	303	102	231	2,074	244	2,954
Employee contributions	174	23	66	1,194	173	1,630
Benefits paid	0	-7	-3	-9	0	-19
Administration costs	-72	-31	-30	-329	-42	-504
Actuarial (losses)/gains on plan assets	-317	-116	-4	-658	-111	-1,206
Fair value of plan assets as at 31 December 2011	3,140	1,190	1,447	6,376	428	12,581
Expected return	158	59	76	422	36	751
Employer contributions	285	105	237	2,304	250	3,181
Employee contributions	151	20	68	1,273	160	1,672
Benefits paid	0	-7	-6	-51	0	-64
Administration costs	-65	-31	-31	-360	-41	-528
Actuarial (losses)/gains on plan assets	1,137	185	472	3,582	134	5,510
Fair value of plan assets as at 31 December 2012	4,806	1,521	2,263	13,546	967	23,103

The historic overview of the deficit / (surplus) of the pension plans can be displayed as follows:

(€000)

	2012	2011	2010	2009	2008
Defined benefit obligation	29,687	16,647	11,520	6,177	3,198
Fair value of plan assets	-23,103	-12,581	-9,154	-4,798	-2,834
Deficit	6,584	4,066	2,366	1,379	364
Experience adjustments on plan liabilities	344	-298			
Experience adjustments on plan assets	-194	-1,412			

The Group expects to contribute €3.4 million to its defined benefit pension plans in 2013 (Employer contribution).

The cumulative amount of actuarial gains or losses recognized in other comprehensive income is €7.7 million (2011: €5.3 million).

The major category of plan assets as a percentage of fair value of total plan assets are as follows:

	Nationale Nederlanden plan		AEGON plan		ASR plan I		ASR plan II		ASR plan III	
	FY12	FY11	FY12	FY11	FY12	FY11	FY12	FY11	FY12	FY11
	%	%	%	%	%	%	%	%	%	%
Bonds and other fixed income	0	0	0	0	0	0	0	0	0	0
Equities	0	0	0	0	0	0	21	20	0	0
Cash	0	0	0	0	0	0	0	0	0	0
Other	100	100	100	100	100	100	79	80	100	100

The category "Other" mainly consists of re-valued reserves with the insurer on the basis of a discount rate.

The actuarial assumptions related to the Nationale Nederlanden plan on which the above calculation is based are:

Demographic

Mortality	AG 2012-2062 projection table with 1 year age set back (2011: AG 2010-2060 projection table with 1 year age set back)	
Resignation	From 20% until the age of 29, down to 0.0% for age 55 and over (2011: From 20% until the age of 30, down to 0.0% for age 60 and over)	
Disablement	From 0.3% until the age of 27, rising to 1.2% for age 53 and over (2011: From 0.3% until the age of 29, rising to 1.2% for age 55 and over)	
Retirement	At the age of 65 (2011: Equal to 2012)	
Financial	2012	2011
Discount rate	3.36%	4.48%
Expected return on assets	3.36%	4.48%
General wage movements	2%, plus age related scale: age 20-24: 10.0%; age 25-29: 6.0%; age 30-44: 2.0%; age 45+: 0.5% (2011: 2%, plus age related scale: age 25-34: 6.0%; age 35-44: 2.0%; age 45+: 0.5%)	
Indexation of acquired rights	Actives: 0.00% and Non-actives: 0.00% (2011: equal to 2012)	

The actuarial assumptions related to the AEGON plan on which the above calculation is based are:

Demographic

Mortality	AG 2012-2062 projection table with 1 year age set back (2011: AG 2010-2060 projection table with 1 year age set back)	
Resignation	From 20% until the age of 29, down to 0.0% for age 55 and over (2011: From 20% until the age of 30, down to 0.0% for age 60 and over)	
Disablement	From 0.30% until the age of 27, rising to 1.2% for age 53 and over (2011: From 0.3% until the age of 29, rising to 1.2% for age 55 and over)	
Retirement	At the age of 65 (2011: Equal to 2012)	
Financial	2012	2011
Discount rate	3.41%	4.59%
Expected return on assets	3.41%	4.59%
General wage movements	2%, plus age related scale: age 20-24: 10.0%; age 25-29: 6.0%; age 30-44: 2.0%; age 45+: 0.5% (2011: 2%, plus age related scale: age 25-34: 6.0%; age 35-44: 2.0%; age 45+: 0.5%)	
Indexation of acquired rights	Actives: 0.00% and Non-actives: 0.00% (2011: equal to 2012)	

The actuarial assumptions related to the ASR plan I on which the above calculation is based are:

Demographic

Mortality	AG 2012-2062 projection table with 1 year age set back (2011: AG 2010-2060 projection table with 1 year age set back)	
Resignation	From 13.3% until the age of 30, down to 0.0% for age 55 and over (2011: From 13.3% until the age of 39, down to 0.0% for age 55 and over)	
Disablement	From 0.30% until the age of 27, rising to 1.2% for age 53 and over (2011: From 0.30% until the age of 29, rising to 1.2% for age 55 and over)	
Retirement	At the age of 65 (2011: Equal to 2012)	
Financial	2012	2011
Discount rate	3.37%	4.48%
Expected return on assets	3.37%	4.48%
General wage movements	2.0%, plus age related scale: age 25-34: 2.5%; age 35-44: 1.0%; age 45+: 0.0% (2011: equal to 2012)	
Indexation of acquired rights	Actives: 0.00% and Non-actives: 0.00% (2011: equal to 2012)	

The actuarial assumptions related to the ASR plan II on which the above calculation is based are:

Demographic

Mortality	AG 2012-2062 projection table with 1 year age set back (2011: AG 2010-2060 projection table with 1 year age set back)	
Resignation	From 13.3% until the age of 30, down to 0.0% for age 55 and over (2011: From 13.3% until the age of 39, down to 0.0% for age 55 and over)	
Disablement	From 0.30% until the age of 27, rising to 1.2% for age 53 and over (2011: From 0.30% until the age of 29, rising to 1.2% for age 55 and over)	
Retirement	At the age of 65 (2011: Equal to 2012)	
Financial	2012	2011
Discount rate	3.36%	4.46%
Expected return on assets	3.36%	4.46%
General wage movements	2.0%, plus age related scale: age 25-34: 2.5%; age 35-44: 1.0%; age 45+: 0.0% (2011: equal to 2012)	
Indexation of acquired rights	Actives: 0.00% and Non-actives: 0.00% (2011: equal to 2012)	

The actuarial assumptions related to the ASR plan III on which the above calculation is based are:

Demographic

Mortality	AG 2012-2062 projection table with 1 year age set back (2011: AG 2010-2060 projection table with 1 year age set back)	
Resignation	From 13.3% until the age of 30, down to 0.0% for age 55 and over (2011: From 13.3% until the age of 39, down to 0.0% for age 55 and over)	
Disablement	From 0.30% until the age of 27, rising to 1.2% for age 53 and over (2011: From 0.30% until the age of 29, rising to 1.2% for age 55 and over)	
Retirement	At the age of 65 (2011: Equal to 2012)	

Financial	2012	2011
Discount rate	3.39%	4.51%
Expected return on assets	3.39%	4.51%

General wage movements	2.0%, plus age related scale: age 25-34: 2.5%; age 35-44: 1.0%; age 45+: 0.0% (2011: equal to 2012)	
Indexation of acquired rights	Actives: 0.00% and Non-actives: 0.00% (2011: equal to 2012)	

6.29 DEFERRED TAX LIABILITY

The deferred tax liability recognized is caused by differences between fiscal and commercial valuations and result determinations and by fiscal facilities that make it possible to postpone tax payment. The deferred tax liability is to a significant extent of a long-term nature.

The deferred tax liability at 31 December relates to the following:

(€000)

	2012	2011
Facility deferred tax payment	425	235
Difference between commercial and fiscal result	45,255	36,928
	45,680	37,163

6.30 PROVISIONS

The provisions consist of:

At 31 December 2012

(€000)

	Earn out obligations	Deferred benefits	Other provisions	Total
Balance at 1 January	1,473	1,199	1,276	3,948
Acquisition subsidiaries	500	0	0	500
Arising during the year	114	314	867	1,295
Expenditure	-599	-19	-259	-877
Reversed unused amounts	0	-25	-255	-280
Discount rate adjustment	34	168	0	202
Foreign currency translation differences	45	1	5	51
Balance at 31 December	1,567	1,638	1,634	4,839
Current	871	107	1,630	2,608
Non-current	696	1,531	4	2,231
	1,567	1,638	1,634	4,839

At 31 December 2011

(€000)

	Earn out obligations	Deferred benefits	Other provisions	Total
Balance at 1 January	2,308	1,228	1,432	4,968
Acquisition subsidiaries	0	0	0	0
Arising during the year	23	64	311	398
Expenditure	-575	-61	0	-636
Reversed unused amounts	-310	-34	-431	-775
Discount rate adjustment	21	0	0	21
Foreign currency translation differences	6	2	-36	-28
Balance at 31 December	1,473	1,199	1,276	3,948
Current	644	100	1,242	1,986
Non-current	829	1,099	34	1,962
	1,473	1,199	1,276	3,948

Earn out obligations

The earn out obligations relate to the expectations of the management for the variable part of the purchase price of the shares acquired during the year or earlier. No interest is owed over the earn out obligations.

The terms of these obligations vary between 3 months minimum till 7 years maximum. The earn out obligations to be paid were discounted at 1.32% (2011: 2.617%), being 6 months Euribor plus a surcharge.

Deferred benefits

The provision for deferred benefits (jubilee provision) relates to the payments connected with years of service (12.5 and 25 years and right before retirement) which is applied by a number of subsidiaries within the Group.

Other provisions

The other provisions include provisions relating to (legal) claims.

6.31 TRADE AND OTHER PAYABLES

The trade payables and other payables consist of:

(€000)

	2012	2011 (restated ¹)
Trade payables	15,057	12,459
Supplier invoices to be received	2,761	2,018
	17,818	14,477

¹ Certain amounts do not correspond to the Group's annual financial statements as at 31 December 2011 as they include adjustments for errors in previous periods as described in Note 6.5.

6.32 INTEREST-BEARING LOANS AND BORROWINGS

The interest-bearing loans and borrowings consist of:

(€000)

	2012	2011
Bank credit ING	16,331	9,136
Bank credit ABN AMRO	20,575	21,530
Repayment term long-term loan	27,000	23,000
Other bank credit facilities	192	814
	64,098	54,480

ING Bank Nederland extended a credit facility of €10.0 million to UNIT4 N.V. and its Group companies that forms part of a pool of accounts that was set up for capital and interest compensation. In this way, the available funds are maximized and the interest costs are optimized. The balance of what is represented above as Bank credit ING relates to the total of debit balances present in the pool of accounts. No specific securities have been given. The interest on this credit facility is the Euribor (1 month) interest plus a surcharge of 75 basis points.

ING Bank Nederland also provides an umbrella facility of €10.0 million for UNIT4 N.V. linked to the cross border Zero Balancing Pool. This facility has the sole purpose to guarantee the temporary exceeding of local facilities as a result of cross border Zero Balancing, which has the ultimate goal ensuring the most efficient use of cash within the Group. This facility can not be used for financing working capital. The interest on this credit facility is the Euribor (1 month) interest plus a surcharge of 75 basis points.

ABN AMRO Bank has provided multi-purpose facilities with a total limit of €25.0 million. This credit facility can be used as current account, as a cash loan with a term between one and twelve months (maximized at €15.0 million) and in the form of guarantees (maximized at €10.0 million). The interest rate and term on the current account is Euribor (1 month) plus a variable margin (between 125 and 205 basis points depending on the leverage) and liquidity premium.

ING Bank Slaski SA with its office in Katowiki, Poland, has provided a facility for the amount of €8.0 million. This credit facility can be used as current account. The interest on the current is WIBOR (1 month) interest plus a surcharge of 110 basis points.

ING Bank N.V. Hungary branch with its office in Budapest, Hungary, has provided a facility for the amount of HUF 320 million (€1.0 million). This credit facility can be used as current account and in the form of guarantees (maximized at HUF 20 million (€64,000)). The interest on the current account is BUBOR (daily) interest plus a surcharge of 110 basis points.

6.33 OTHER TAXES

The other taxes consist of:

(€000)

	2012	2011
Sales tax	11,314	9,928
Tax on wages	6,324	6,088
Other taxes and social security premiums	5,307	4,513
	22,945	20,529

6.34 OTHER LIABILITIES, ACCRUALS AND DEFERRED INCOME

Other liabilities, accruals and deferred income consist of:

(€000)

	2012	2011
Deferred income	55,443	42,487
Holiday pay, holidays, salaries and employee bonuses to be paid	24,846	23,942
Pensions to be paid	590	439
Deferred and prepaid interest	328	347
Derivatives	2,041	3,030
Other	10,709	11,703
	93,957	81,948

6.35 HEDGING ACTIVITIES AND DERIVATIVES

At reporting date UNIT4 N.V. had the following derivatives outstanding at the ING and ABN AMRO bank.

All changes in both the fair value of the underlying positions and in the financial instruments are recognized directly in the profit and loss. The fair values are determined as the difference between the forward exchange rate on closing date and the forward exchange rate on reporting date.

Forward currency contracts

Positions at 31 December 2012	Expiration date	Forward exchange rate
Sell USD 0.3 million in exchange for GBP	30 January 2013	1.63580
Sell USD 0.3 million in exchange for GBP	30 April 2013	1.63535
Positions at 31 December 2011	Expiration date	Forward exchange rate
Sell EUR 0.2 million in exchange for NOK	2 January 2012	7.783489
Sell USD 0.3 million in exchange for GBP	31 January 2012	1.64030
Sell USD 0.3 million in exchange for GBP	30 April 2012	1.63900
Sell USD 0.3 million in exchange for GBP	30 July 2012	1.63800
Sell USD 0.3 million in exchange for GBP	30 October 2012	1.63730
Sell USD 0.3 million in exchange for GBP	30 January 2013	1.63580
Sell USD 0.3 million in exchange for GBP	30 April 2013	1.63535

Interest rate swaps

Positions at 31 December 2012	Expiration date	Fixed interest
The Group pays 3-month floating interest in exchange for 1-month floating interest		N/A
Underlying value GBP 34.0 million	25 February 2013	
The Group pays 3-month floating interest in exchange for 1-month floating interest		N/A
Underlying value EUR 15.8 million	25 February 2013	
The Group pays 5-year fixed interest in exchange for 3-month floating interest		2.248%
Underlying value EUR 30.0 million	31 January 2017	
The Group pays 5-year fixed interest in exchange for 3-month floating interest		2.248%
Underlying value EUR 30.0 million	31 January 2017	
The Group pays 5-year fixed interest in exchange for 3-month floating interest		2.248%
Underlying value EUR 30.0 million	31 January 2017	

Positions at 31 December 2011	Expiration date	Fixed interest
The Group pays 5-year fixed interest in exchange for 3-month floating interest		
Underlying value GBP 34.0 million	25 February 2013	5.037%
The Group pays 5-year fixed interest in exchange for 3-month floating interest		
Underlying value EUR 38.8 million	25 February 2013	4.030%
The Group pays 3-month floating interest in exchange for 1-month floating interest		
Underlying value GBP 34.0 million	25 February 2013	N/A
The Group pays 3-month floating interest in exchange for 1-month floating interest		
Underlying value EUR 38.8 million	25 February 2013	N/A

6.36 FAIR VALUE

The following overview presents a comparison of the carrying amount and fair value of all financial instruments of the Group recognized in the financial statements.

(€000)

	Carrying amount		Fair value	
	2012	2011 (restated ¹)	2012	2011 (restated ¹)
Financial assets				
Other financial assets	12,158	4,590	12,158	4,590
Trade debtors	72,125	64,622	72,125	64,622
Other receivables	422	206	422	206
Cash and cash equivalents	33,906	21,366	33,906	21,366
	118,611	90,784	118,611	90,784
Financial liabilities				
Non-current liabilities	87,120	84,526	87,120	84,526
Earn out liabilities	1,567	1,473	1,567	1,473
Derivatives	5,337	3,135	5,337	3,135
Interest-bearing loans and borrowings (current)	64,098	54,480	64,098	54,480
Trade payables	15,057	12,459	15,057	12,459
	173,179	156,073	173,179	156,073

¹ Certain amounts do not correspond to the Group's annual financial statements as at 31 December 2011 as they include adjustments for errors in previous periods as described in Note 6.5.

Hierarchy

The Group uses the following hierarchy for determining and disclosing the fair value of financial instruments by valuation technique:

Level 1: quoted (unadjusted) prices in active markets for identical assets or liabilities.

Level 2: other techniques for that all inputs which have a significant effect on the recorded fair value are observable, either directly or indirectly.

Level 3: techniques that use inputs which have a significant effect on the recorded fair value and that are not based on observable market data.

As at 31 December 2012, the Group held the following financial instruments measured at fair value through profit or loss:

(€000)

	Total	Level 1	Level 2	Level 3
Liabilities measured at fair value				
Derivatives (interest SWAP's)	5,337	0	5,337	0
	5,337	0	5,337	0

As at 31 December 2011, the Group held the following financial instruments measured at fair value through profit or loss:

(€000)

	Total	Level 1	Level 2	Level 3
Liabilities measured at fair value				
Derivatives (interest SWAP's)	3,135	0	3,135	0
	3,135	0	3,135	0

On 23 February 2011 the Group executed the call options on the non-controlling interest which were measured at fair value through profit and loss.

During the reporting period ending 31 December 2012, there were no transfers between Level 1 and Level 2 fair value measurements (2011: none).

6.37 FINANCIAL RISK MANAGEMENT OBJECTIVES AND POLICIES

6.37.1 LIQUIDITY RISK

The Group's objective is to find a balance between continuity and flexibility of financing through the use of bank facilities, cash loans, factoring of trade receivables and lease and rental contracts. UNIT4 monitors its liquidity risk daily by using a procedure in which the bank balances linked to the electronic banking system are analyzed. The principal daily movements are clarified. In addition all bank balances are reviewed every week and compared with the monthly estimated cash balances. This monthly cash flow forecast has a forecasting period of 6 months in which the first 3 months are forecasted on a weekly basis and the last 3 months on a monthly basis.

The table below represents an aging analysis of the liabilities recognized by UNIT4 as at 31 December, based on contractual expiry date (excluding discontinued operations):

At 31 December 2012

(€000)

	On demand	< 3 months	3 - 12 months	1 - 5 years	> 5 years	Total
Non-derivative financial liabilities						
Interest-bearing loans and borrowings	0	20,425	10,296	96,797	0	127,518
Other borrowings	0	0	0	23	641	664
Trade and other payables	8,739	7,538	1,541	0	0	17,818
Bank overdrafts	37,098	0	0	0	0	37,098
	45,837	27,963	11,837	96,820	641	183,098

At 31 December 2011 (restated¹)

(€000)

	On demand	< 3 months	3 - 12 months	1 - 5 years	> 5 years	Total
Non-derivative financial liabilities						
Interest-bearing loans and borrowings	0	6,916	20,353	85,519	0	112,788
Other borrowings	0	0	0	66	286	352
Trade and other payables	6,867	4,213	3,397	0	0	14,477
Bank overdrafts	31,480	0	0	0	0	31,480
	38,347	11,129	23,750	85,585	286	159,097

¹ Certain amounts do not correspond to the Group's annual financial statements as at 31 December 2011 as they include adjustments for errors in previous periods as described in Note 6.5.

6.37.2 INTEREST RISK

The exposure from the Group due to fluctuations in the market interest rates primarily relates to the Group's bank accounts with a floating interest, of which most are based on 1 month. The Group uses derivatives to manage the interest risk on the long-term loans, as this is one of the conditions. The Group does not use derivatives or other instruments to manage the interest risk on short-term bank overdrafts, as the interest risk is currently estimated to be low. The interest charges and interest income are optimized by centralizing the bank balances in a so-called 'cash pool'. Excess cash and cash equivalents, when available, will be put on short-term deposits. Need for short term financing is, depending on the interest conditions, fulfilled by cash loans and existing working capital facilities.

For more information regarding the split of the total interest-bearing loans see Note 6.27. In relation to the newly acquired long term loan UNIT4 has contracted three interest swaps. These interest swaps have an original value of €100.0 million (€33.3 million each) and total current underlying value of €90.0 million and exchanges the floating into a fixed interest of 2.2475%. The underlying value of these interest swaps follow the repayment schedule of the loan and will end on 1 February 2017. As at balance sheet date the Group still carries two interest swaps related to the former loan which will both end on 25 February 2013.

Sensitivity analysis

On the reporting date UNIT4 had interest-bearing loans of €117.3 million (2011: €118.6 million) from which in total €28.6 million (2011: €38.2) was exposed to interest fluctuations.

An increase of 100 base points for all floating interest at the reporting date would, based on the current net interest-bearing (including Cash and cash equivalents) loans, increase the net finance cost in the profit and loss by €286,000 (2011: €382,000).

A decrease of 100 base points in the interest rates at 31 December would result in the opposite effect.

Without the interest swaps, the effect of a change of 100 base points in the floating interest rate would have been €1.2 million (2011: €1.2 million). In this analysis it is assumed that all other variables, especially the exchange rates, remain unchanged.

The carrying amount of the Group's financial instruments that are exposed to an interest risk are set out below at nominal value, by maturity.

At 31 December 2012

(€000)

	Less than 1 year	1-5 years	More than 5 years	Total
Fixed interest rates				
Other financial assets	597	11,554	0	12,151
	597	11,554	0	12,151
Variable interest rates				
Cash and cash equivalents	33,906	0	0	33,906
Long-term bank credit facilities	-27,000	-88,425	0	-115,425
Short-term bank credit facilities	-37,098	0	0	-37,098
	-30,192	-88,425	0	-118,617

At 31 December 2011

(€000)

	Less than 1 year	1-5 years	More than 5 years	Total
Fixed interest rates				
Other financial assets	560	4,023	0	4,583
	560	4,023	0	4,583
Variable interest rates				
Cash and cash equivalents	21,366	0	0	21,366
Long-term bank credit facilities	-23,000	-84,616	0	-107,616
Short-term bank credit facilities	-31,480	0	0	-31,480
	-33,114	-84,616	0	-117,730

6.37.3 CREDIT RISK

The Group only trades with reputable, creditworthy third parties. It is the Group's policy that all customers who wish to pay in installments are subject to a credit verification procedure. Moreover, the outstanding balances are continually monitored, so that the Group does not run any significant risks in respect to doubtful debtors.

A credit risk is run on the other financial assets of the Group, which consist of cash and cash equivalents, securities, loans and receivables and certain derivatives, arising from default of the other party, with a maximum risk equal to the carrying amount of these instruments. For certain designated loans and receivables, which are included in the other financial assets for €7.1 million, a collateral is held which is independently valued for €7.1 million.

Aging analysis trade receivables

The table below represents an aging analysis of the trade receivables as of the reporting date.

At 31 December

(€000)

	Neither past due nor impaired	Past due					Total
		< 30 days	30 - 60 days	60 - 90 days	90 - 180 days	> 180 days	
2012	7,675	43,012	5,734	3,932	3,738	8,034	72,125
2011 (restated ¹)	20,905	24,556	5,992	3,826	3,869	5,474	64,622

¹ Certain amounts do not correspond to the Group's annual financial statements as at 31 December 2011 as they include adjustments for errors in previous periods as described in Note 6.5.

6.37.4 SENSITIVITY ANALYSIS FOREIGN CURRENCY

Exchange rate risk

Due to the presence of investment activities in the United States, Canada, the United Kingdom, Norway, Sweden, Denmark, Indonesia, South Africa, Poland, Hungary, the Czech Republic, Singapore, Malaysia and Australia, the Group statement of financial position is exposed to changes in the respective exchange rates against the euro.

Till 1 February 2012, the Group hedged part of its exposure to GBP fluctuations on the translation into euro of its United Kingdom operations by holding a GBP denominated loan. As this loan qualified as a net investment hedged on an investment in an entity with the GBP as functional currency, the currency exchange differences on this loan till 1 February 2012 went through the equity (currency translation differences reserve).

The Group has some limited exposure to exchange rate risks on transactions. These risks arise from sales or purchases made by subsidiaries in a currency other than the functional currency. The Group's currency policy requires all the subsidiaries to use, in consultation with the Corporate Finance Department, forward currency contracts to eliminate the currency exposures on individual transactions resulting in statement of financial positions worth more than 5% of the subsidiary's statement of financial position total or if the counter value exceeds the amount of €500,000. In addition the Group uses currency swap's to optimize the interest charges and interest income (see Note 6.35). For the derivatives the Group's Corporate Finance Department enters into contracts with accredited banks.

The table below presents the impact on the profit before tax and on the equity of a significant change (stated in euro's) in exchange rates within the non-euro countries in which the Group operates, assuming that other variables remain unchanged. (€000)

		NOK		SEK		GBP		CAD		USD		PLN		Other	
		Effect on profit before tax	Effect on equity	Effect on profit before tax	Effect on equity	Effect on profit before tax	Effect on equity	Effect on profit before tax	Effect on equity	Effect on profit before tax	Effect on equity	Effect on profit before tax	Effect on equity	Effect on profit before tax	Effect on equity
2012	10%*	-941	5,438	1,444	2,316	939	32,446	326	-53	43	-1,443	519	-1,850	170	1,368
	-10%**	770	-4,449	-1,182	-1,895	-769	-26,546	-267	44	-35	1,181	-424	1,513	-139	-1,119
2011 (restate d ¹)	10%*	-735	3,875	1,599	2,596	774	23,369	288	-182	118	-1,304	-363	5,003	201	1,170
	-10%**	601	-3,170	-1,309	-2,124	-633	-19,120	-236	149	-96	1,067	297	-4,093	-164	-958

* Appreciation foreign currency

** Devaluation foreign currency

¹ Certain amounts do not correspond to the Group's annual financial statements as at 31 December 2011 as they include adjustments for errors in previous periods as described in Note 6.5.

6.38 COMMITMENTS AND CONTINGENCIES NOT DISCLOSED IN THE STATEMENT OF FINANCIAL POSITION

6.38.1 RENTAL OBLIGATIONS

The Group has entered into rental obligations for an annual amount of €12.6 million (2011: €11.9 million).

The average term of the rental obligations is 4 years (2011: 5 years).

The rental obligation for a period of less than 1 year is €11.7 million (2011: €11.4 million).

The rental obligation for the period longer than 1 year and less than 5 years is €28.0 million (2011: €31.4 million).

The rental obligation for the period longer than 5 years is €15.6 million (2011: €20.6 million).

In 2012, €11.8 million worth of rental costs was recognized in the income statement (2011: €11.1 million).

6.38.2 LEASE OBLIGATIONS

The Group has taken on operational lease obligations for which the remaining installments amount to €15.3 million (2011: €14.6 million). The average term of the lease obligations is 2 years (2011: 2 years).

The lease obligation for a period of less than 1 year is €6.9 million (2011: €6.7 million).

The lease obligation for the period longer than 1 year and less than 5 years is €8.4 million (2011: €7.6 million).

There is no lease obligation for the period longer than 5 years. (2011: €0.3 million).

In 2012, €6.9 million worth of lease costs was recognized in the income statement (2011: €7.7 million).

6.38.3 OTHER OBLIGATIONS

As at 31 December 2012, the Group did not have any other obligations. (2011: €0.3 million).

6.38.4 SECURITIES

The securities issued by the Group on behalf of third parties amount to €0 (2011: €0).

6.38.5 BANK AND OTHER GUARANTEES

On the reporting date the amount of the current guarantees is €4.9 million (2011: €6.3 million).

6.38.6 GUARANTEE STATEMENT

UNIT4 N.V. has issued statements in accordance with the provisions of Article 403 of Book 2 Title 9 of the Dutch Civil Code with regard to a number of the Dutch companies mentioned under Note 6.2.2. These companies are therefore exempted from the regulations that apply to the preparation and publication of the financial statements.

Furthermore, the Dutch companies that are included in the fiscal unity for corporation tax and sales tax are severally responsible to the tax authorities.

6.38.7 LEGAL PROCEDURES

Following the activities of the Group, the company is involved in a number of legal proceedings.

In the opinion of the management this will not be of any material significance to the Group's financial position.

6.38.8 ABRIDGED PRESENTATION OF COMPANY INCOME STATEMENT

As permitted pursuant to Article 402, Title 9, Book 2 of the Dutch Civil Code UNIT4 N.V.'s company income statement is presented in an abridged form.

6.39 CAPITAL MANAGEMENT

The Group's principal goal is to maintain healthy balance ratios for the support and continuity of the operational activities and maximizing shareholders value. The Group monitors the capital structure and balance ratios so as to optimize their goals, taking into account the present economic circumstances. To achieve those goals, the Group's management is able to determine the dividend policy, share issues, other financial instruments or repurchase outstanding shares.

No changes were made in the objectives, policies or processes for managing capital during the years ended 31 December 2012 and 31 December 2011.

The Group monitors capital on the basis of the leverage ratio. This ratio is calculated as net debt divided by EBITDA. The Group's policy is to keep the leverage ratio well within bank covenants.

The Group includes within net debt, interest-bearing loans and borrowings, less cash and cash equivalents, excluding discontinued operations.

(€000)

	Notes	2012	2011 (restated ¹)
Interest-bearing loans and borrowings	6.27	86,456	84,174
Short term Interest-bearing loans and borrowings	6.32	64,098	54,480
Less: cash and cash equivalents	6.26	-33,906	-21,366
Net Debt		116,648	117,288
EBITDA		86,168	83,514
Leverage ratio²		1.35	1.40

¹ Certain amounts do not correspond to the Group's annual financial statements as at 31 December 2011 as they include adjustments for errors in previous periods as described in Note 6.5.

² Due to different definitions and interpretation of those definitions the leverage ratio may slightly differ from the leverage ratio that is calculated and reported to the banks.

For the years ending 31 December 2012 and 31 December 2011 the Group complies with all banking covenants. For more information see Note 6.27. For more information about dividend, see Note 10.3.

6.40 RELATED PARTIES

6.40.1 IDENTITY OF RELATED PARTIES

The following related parties of the Group can be distinguished: the subsidiaries, the associates, the Supervisory Board and the Board of Directors. Note 6.2 provides an overview of the subsidiaries that are included in the consolidated figures.

6.40.2 TRANSACTIONS WITH AND REMUNERATION OF THE BOARD OF DIRECTORS AND OTHER KEY OFFICIALS

In addition to the Board of Directors, three employees are designated key officials.

The remuneration of the members of the Board of Directors and other key officials over 2012 and 2011 can be presented as follows:

(€000)

	2012						2011				
	Short-term benefits	Post employment benefits	Long-term incentive plan	Share- based payments	Total		Short-term benefits	Post employment benefits	Long-term incentive plan	Share- based payments	Total
C. Ouwinga	1,059	144	191	172	1,566		938	132	0	139	1,209
E.T.S. van Leeuwen	818	68	146	183	1,215		731	57	0	139	927
Other key officials	1,871	145	360	375	2,751		1,529	110	0	292	1,931
Total	3,748	357	697	730	5,532		3,198	299	0	570	4,067

The short-term benefits can be specified as follows:

(€000)

	2012					2011			
	Salary	Short-term incentive plan ¹	Other short-term benefits (incl. Cars)	Total		Salary	Short-term incentive plan	Other short-term benefits (incl. Cars)	Total
C. Ouwinga	522	482	55	1,059		507	380	51	938
E.T.S. van Leeuwen	399	369	50	818		388	291	52	731
Other key officials	924	882	65	1,871		884	579	66	1,529
Total	1,845	1,733	170	3,748		1,779	1,250	169	3,198

¹ The short-term incentives for 2010 and 2011 have been adjusted according to the restatement of the financial statements related to Poland over the same period. The total correction has been deducted from the short-term incentive for 2012.

The remuneration to members of the Board of Directors is defined annually by the Supervisory Board after being advised by the Remuneration Committee. The basis for the bonus is maximized at 100% of the fixed annual salary in case a member of the Board of Directors does not participate in the Long term Incentive Plan and at 150% of the fixed annual salary in case a member of the Board of Directors does participate in the Long term Incentive Plan. For more information about the Long term Incentive Plan we refer to the Remuneration Policy on our website <http://www.unit4.com/investors/corporategovernance>.

The criterion for the allocation of the Short Term Incentive Plan in 2012 is, as in previous years, 50% on achievement of a target EBITDA growth and 50% on achievement of target earnings per share growth. The 2012 performance resulted in a 100% realization of the Short Term Incentive plan.

No transactions were entered into nor were guarantees given on behalf of the members of the Board of Directors and other key officials.

The amounts related to article 32bd of the Wages and Salaries Tax Act (known as 'Crisis Levy') can be specified as followed:
(€000)

	2012
C. Ouwinga	146
E.T.S. van Leeuwen	132
Other key officials	200
Total	478

The table below contains the information on options granted to the members of the Board of Directors (statutory board):

Director / Share options	Year	Outstanding at 1 January 2012	Awarded in 2012	Exercised in 2012	Expired in 2012	Outstanding at 31 December 2012	Exercise price	Price on exercise date	Expiration date
Share options in UNIT4 N.V.									
C. Ouwinga	2008	75,000	0	0	0	75,000	16.70 EUR	n/a EUR	March 2013
	2009	50,000	0	0	0	50,000	13.42 EUR	n/a EUR	Sept 2014
	2011	50,000	0	0	0	50,000	24.19 EUR	n/a EUR	Sept 2016
	Total	175,000	0	0	0	175,000			
E.T.S. van Leeuwen	2008	75,000	0	35,000	0	40,000	16.70 EUR	21.70 EUR	March 2013
	2009	50,000	0	0	0	50,000	13.42 EUR	n/a EUR	Sept 2014
	2011	50,000	0	0	0	50,000	24.19 EUR	n/a EUR	Sept 2016
	Total	175,000	0	35,000	0	140,000			
Share options in FinancialForce.com									
C. Ouwinga	2011	251,875	0	0	0	251,875	0.08 USD	n/a USD	Nov 2021
E.T.S. van Leeuwen	2011	251,875	0	0	0	251,875	0.08 USD	n/a USD	Nov 2021
Total		503,750	0	0	0	503,750			

For more information about these options, see Note 6.10.

6.40.3 TRANSACTIONS WITH THE MEMBERS OF THE SUPERVISORY BOARD

The remuneration of the members of the Supervisory Board over 2012 and 2011 can be presented as follows:

(€000)

	2012	2011
Ph.P.F.C. Houben, Chairman (appointed 25 May 2011)	59	59
Th.J. van der Raadt, (resigned 25 May 2011)	0	47
R.A. Ruijter	41	41
J.A. Vunderink	38	38
F.H. Rövekamp	38	38
Total	176	223

Member of the Supervisory Board also receive a small payment to cover expenses.

No options are granted and no assets are made available to the members of the Supervisory Board.

No loans have been granted to the members of the Supervisory Board. No guarantee obligations have been entered into on behalf of the members of the Supervisory Board.

Since none of the members of the Supervisory Board received a remuneration above €150,000, no amounts related to article 32bd of the Wages and Salaries Tax Act (known as 'Crisis Levy') have been recognized.

6.40.4 TRANSACTIONS WITH OTHER PARTIES

In 2012 a long term loan was granted to associate NCCW for €700,000. As at 31 December 2012 the loan was included under the Other financial assets for €700,000.

6.41 EVENTS AFTER REPORTING DATE

There are no reportable events after the balance sheet date.

7 COMPANY INCOME STATEMENT

For the year ended 31 December 2012 (€000)

	Notes	2012	2011 (restated ¹)
Company profit for the year		-9,510	-1,852
Group companies profit for the year		33,802	25,591
Profit for the year	9.3.1	24,292	23,739

¹ Certain amounts do not correspond to the Group's annual financial statements as at 31 December 2011 as they include adjustments for errors in previous periods as described in Note 6.5.

8 COMPANY STATEMENT OF FINANCIAL POSITION

As at 31 December 2012 (€000)

	Notes	2012	2011 (restated ¹)
Assets			
Non-current assets			
Intangible assets	9.3.3	6,564	13,280
Property, plant and equipment	9.3.4	90	82
Financial assets			
Interests in subsidiaries	9.3.5	193,212	185,627
Other financial assets	9.3.6	92	6
Deferred tax asset		1,931	1,381
		201,889	200,376
Current assets			
Trade and other receivables	9.3.7.1	176,514	140,043
Other taxes	9.3.7.2	10	25
Cash and cash equivalents		0	922
		176,524	140,990
Total assets		378,413	341,366
Equity and liabilities			
Equity	9.3.8		
Issued capital		1,473	1,465
Share premium		314,189	311,406
Legal reserves		65,842	42,925
Accumulated deficit		-156,298	-154,531
Profit for the year		24,292	23,739
		249,498	225,004
Non-current liabilities			
Interest-bearing loans and borrowings	9.3.9.1	86,991	81,444
Deferred tax liability	9.3.9.2	3,118	2,316
Provisions	9.3.9.3	250	233
		90,359	83,993
Current liabilities			
Provisions	9.3.9.3	121	0
Trade and other payables	9.3.10.1	951	522
Interest-bearing loans and borrowings	9.3.10.2	27,727	23,000
Income tax payable		3,905	3,640
Other taxes	9.3.10.3	859	138
Other liabilities and accruals	9.3.10.4	4,993	5,069
		38,556	32,369
Total equity and liabilities		378,413	341,366



Weighted number of employees (concerning the number of employees weighted by the number of shares held by the employee)

2012	2011	Total
The Netherlands	The Netherlands	
504	149	653
Other countries	272	776
		1,429

¹ Certain amounts do not correspond to the Group's annual financial statements as at 31 December 2011 as they include adjustments for errors in previous periods as described in Note 6.5.

9 NOTES TO THE COMPANY FINANCIAL STATEMENTS

9.1 ACCOUNTING POLICIES FOR THE COMPANY FINANCIAL STATEMENTS

The company financial statements of UNIT4 N.V. are prepared in accordance with the provisions of Title 9, Book 2 of the Dutch Civil Code, making use of the facility offered by Article 362 Paragraph 8 to apply the same accounting policies for valuation of assets and liabilities and determination of the result to the company financial statements as are applied to the consolidated financial statements.

Interests in subsidiaries

Interests in subsidiaries relate to the subsidiaries in which the company has significant influence and decisive control.

This creates the option of determining the financial and operational policy. Interests in subsidiaries are valued at the net equity value.

9.2 ACCOUNTING POLICIES FOR VALUATION OF ASSETS AND LIABILITIES AND ACCOUNTING POLICIES FOR THE DETERMINATION OF THE RESULT

The accounting policies for valuation of assets and liabilities and the accounting policies for the determination of the result are set out in notes to the consolidated financial statements (Notes 6.3 and 6.4).

9.3 NOTES TO ITEMS ON THE COMPANY STATEMENT OF FINANCIAL POSITION

9.3.1 COMPANY INCOME STATEMENT

The company profit after tax relates to the costs of the company, less inter-group charges to subsidiaries and taking into account non-controlling interests.

9.3.2 REMUNERATION OF THE BOARD OF DIRECTORS

See Note 6.40.2.

9.3.3 INTANGIBLE ASSETS

The intangible assets consist entirely of goodwill. The development can be presented as follows:

(€000)

	2012	2011
Carrying amount at 1 January	13,280	13,280
Acquisition of subsidiaries	0	0
Relocation of assets within the Group	-6,716	0
Impairment	0	0
Carrying amount at 31 December	6,564	13,280
1 January		
Cost price	15,994	15,994
Accumulated depreciation	-2,714	-2,714
Accumulated impairment	0	0
Carrying amount	13,280	13,280
31 December		
Cost price	7,408	15,994
Accumulated depreciation	-844	-2,714
Accumulated impairment	0	0
Carrying amount	6,564	13,280

9.3.3.1 IMPAIRMENT TEST OF GOODWILL

(€000)

	Carrying amount goodwill at 31 December 2012	Impairment 2012
UNIT4 Business Software Inc.	6,564	0
	6,564	0

For more information on the impairment test of goodwill see Note 6.20.

The key assumptions used for value-in-use calculations for the above CGU are as follows:

(€000)

	2012	2011
Gross profit growth	10%	8%
Employee and other expenses growth	10%	6%
Discount rate	13.33%	14.00%

9.3.4 PROPERTY, PLANT AND EQUIPMENT

At 31 December 2012

(€000)

	Technological inventories	Other tangible assets	Total
Carrying amount at 1 January	35	47	82
Investments	15	58	73
Divestments (cost price)	-11	0	-11
Depreciation of divestments	11	0	11
Depreciation	-24	-41	-65
Carrying amount at 31 December	26	64	90

1 January 2012

Cost price	110	276	386
Accumulated depreciation	-75	-229	-304
Carrying amount	35	47	82

31 December 2012

Cost price	114	334	448
Accumulated depreciation	-88	-270	-358
Carrying amount	26	64	90

At 31 December 2011

(€000)

	Technological inventories	Other tangible assets	Total
Carrying amount at 1 January	9	94	103
Investments	38	5	43
Divestments (cost price)	-3	0	-3
Depreciation of divestments	3	0	3
Depreciation	-12	-52	-64
Carrying amount at 31 December	35	47	82

1 January 2011

Cost price	75	271	346
Accumulated depreciation	-66	-177	-243
Carrying amount	9	94	103

31 December 2011

Cost price	110	276	386
Accumulated depreciation	-75	-229	-304
Carrying amount	35	47	82

9.3.5 INTERESTS IN SUBSIDIARIES

The interests in subsidiaries relate to the interests at 31 December 2012 as set out in Note 6.2. With regard to the interests in subsidiaries account must be taken of the acquisitions and divestments during the financial year. The movements can be presented as follows:

(€000)

	2012	2011 (restated ¹)
Balance at 1 January	185,627	165,323
Dividend	-41,525	0
Change in non-controlling interest	101	-5,544
Profit from Group companies	33,802	25,591
Actuarial gains and losses on defined benefit plans in Group companies (after tax)	-1,828	-1,601
Relocation of assets within the Group	6,716	0
Foreign currency translation differences	10,319	1,858
Balance at 31 December	193,212	185,627

¹ Certain amounts do not correspond to the Group's annual financial statements as at 31 December 2011 as they include adjustments for errors in previous periods as described in Note 6.5.

9.3.6 OTHER FINANCIAL ASSETS

The other financial assets per 31 December 2012 include a financial instrument classified as 'Held for sale'. This item was not changed during 2012.

The Securities item relates to the 15% interest in Arge Holding B.V. (formerly Arge Consultancy B.V.) and the 0.4% interest in ArgeWeb B.V., both based in Maassluis, the Netherlands.

9.3.7 CURRENT ASSETS

9.3.7.1 TRADE AND OTHER RECEIVABLES

(€000)

	2012	2011
Trade receivables	17	3
Intercompany accounts	175,636	139,948
Other receivables	861	92
	176,514	140,043

9.3.7.2 OTHER TAXES

The other taxes consist of:

(€000)

	2012	2011
VAT	10	25
	10	25

9.3.8 EQUITY

The division of the company equity in accordance with Title 9, Book 2 of the Dutch Civil Code can be presented as follows:

For the year ended 31 December 2012

(€000)

	Issued capital	Share premium	Legal reserves		Accumulated deficit	Profit for the year	Total
			Currency translation differences	Software development costs			
1 January 2012	1,465	311,406	-19,245	62,170	-154,531	23,739	225,004
Capitalized development costs in Group companies	0	0	0	12,579	-12,579	0	0
Foreign currency translation differences	0	0	10,338	0	0	0	10,338
Actuarial gains and losses on defined benefit plans (after tax) in Group companies	0	0	0	0	-1,828	0	-1,828
Profit for the year	0	0	0	0	0	24,292	24,292
Total income and expenses for the financial year	0	0	10,338	12,579	-14,407	24,292	32,802
Change in ownership non-controlling interest	0	0	0	0	82	0	82
Issue of share capital	2	754	0	0	0	0	756
Exercise of options	6	2,029	0	0	0	0	2,035
Appropriation of result	0	0	0	0	23,739	-23,739	0
Dividend 2011	0	0	0	0	-11,836	0	-11,836
Share-based payments	0	0	0	0	655	0	655
31 December 2012	1,473	314,189	-8,907	74,749	-156,298	24,292	249,498

For the year ended 31 December 2011 (restated¹)

(€000)

	Issued capital	Share premium	Legal reserves		Accumulated deficit	Profit for the year	Total
			Currency translation differences	Software development costs			
1 January 2011	1,461	310,313	-20,651	53,333	-152,143	23,406	215,719
Adjustment of previous period errors ¹	0	0	-409	0	0	-3,124	-3,533
1 January 2011 (restated)	1,461	310,313	-21,060	53,333	-152,143	20,282	212,186
Capitalized development costs in Group companies	0	0	0	8,837	-8,837	0	0
Foreign currency translation differences	0	0	1,815	0	0	0	1,815
Actuarial gains and losses on defined benefit plans (after tax) in Group companies	0	0	0	0	-1,601	0	-1,601
Profit for the year	0	0	0	0	0	23,739	23,739
Total income and expenses for the financial year	0	0	1,815	8,837	-10,438	23,739	23,953
Acquisition of shares existing subsidiaries	0	0	0	0	-5,544	0	-5,544
Exercise of options	4	1,093	0	0	0	0	1,097
Appropriation of result	0	0	0	0	20,282	-20,282	0
Dividend 2010	0	0	0	0	-7,319	0	-7,319
Share-based payments	0	0	0	0	631	0	631
31 December 2011	1,465	311,406	-19,245	62,170	-154,531	23,739	225,004

¹ Certain amounts do not correspond to the Group's annual financial statements as at 31 December 2011 as they include adjustments for errors in previous periods as described in Note 6.5.

9.3.9 NON-CURRENT LIABILITY**9.3.9.1 NON-CURRENT LIABILITY**

The non-current liabilities consist of:
(€000)

	2012	2011
Interest-bearing loans and borrowings	83,695	81,339
Derivatives	3,296	105
	86,991	81,444

9.3.9.2 DEFERRED TAX LIABILITY

The deferred tax liability recognized relates to the future liability based on a temporary downward valuation facility.

The temporary downward valuation facility (Article 13ca Dutch tax law) for Group companies is related to the downward valuation option in the Dutch tax legislation offering the possibility of a temporary downward valuation of a Group company (under normal circumstances 5 years), thus realizing an interest and rate gain.

9.3.9.3 PROVISIONS

The provisions consist of:

At 31 December 2012

(€000)

	Earn out obligations	Deferred benefits	Other provisions	Total
Balance at 1 January	169	64	0	233
Expenditure	0	-3	0	-3
Arising during the year	0	21	120	141
Balance at 31 December	169	82	120	371
Current	0	1	120	121
Non-current	169	81	0	250
	169	82	120	371

At 31 December 2011

(€000)

	Earn out obligations	Deferred benefits	Total
Balance at 1 January	169	64	233
Arising during the year	0	0	0
Balance at 31 December	169	64	233
Current	0	0	0
Non-current	169	64	233
	169	64	233

Earn out obligations

The earn out obligations relate to the expectations of the management for the variable part of the purchase price of the shares acquired during the year or earlier. No interest is owed over the earn out payments. The earn out obligations are not discounted.

Deferred benefits

The provision for deferred benefits relates to the payments connected with years of service (12 1/2 and 25 years and right before retirement).

9.3.10 CURRENT LIABILITIES

9.3.10.1 TRADE AND OTHER PAYABLES

The trade and other payables consist of:

(€000)

	2012	2011
Trade payables	793	361
Other payables	91	126
Intercompany accounts	67	35
	951	522

9.3.10.2 INTEREST-BEARING LOANS AND BORROWINGS

The interest-bearing loans and borrowings consist of:

(€000)	2012	2011
Bank credit ING	3	0
Cash loan Fortis	724	0
Repayment term long-term loan	27,000	23,000
	27,727	23,000

For notes regarding the Group's credit facilities, see Note 6.28.2.

9.3.10.3 OTHER TAXES

The other taxes consist of:

(€000)	2012	2011
Tax on wages	224	138
Other tax	635	0
	859	138

9.3.10.4 OTHER LIABILITIES AND ACCRUALS

The accruals and deferred income consist of:

(€000)	2012	2011
Accountants and advisory costs to be paid	273	260
Commissions to be paid	1,782	1,289
Holiday pay/holidays to be paid	233	217
Annual report costs to be paid	94	80
Derivatives	2,041	3,030
Other	570	193
	4,993	5,069

9.3.11 AUDITORS FEES

In accordance with the provisions of Article 382a, Book 2 of the Dutch Civil Code, the Group's auditors charged €487,000 to UNIT4 and its subsidiaries regarding the total audit fees for the audit of UNIT4 N.V. (2011: €476,000).

€208,000 (2011: 195,000) was charged by Ernst & Young Accountants LLP to UNIT4 N.V. and its Dutch subsidiaries. Regarding other audit fees Ernst & Young Accountants LLP charged €45,000 in 2012 (2011: €8,000) and regarding other services €0 (2011: €12,000).

9.3.12 GUARANTEE STATEMENT

UNIT4 N.V. has issued statements in accordance with the provisions of Article 403 of Book 2 Title 9 of the Dutch Civil Code regarding a number of the Dutch companies mentioned under 'General accounting policies'.

These companies are therefore exempt from the regulations that apply to the preparation and publication of the financial statements.

Slidrecht, 13 March 2013

Board of Directors

C. Ouwinga

E.T.S. van Leeuwen

Supervisory Board

Ph.P.F.C. Houben, Chairman

R.A. Ruijter

J.A. Vunderink

F.H. Rövekamp

10 OTHER INFORMATION

10.1 INDEPENDENT AUDITOR'S REPORT

To: the Annual General Meeting of Shareholders and the Supervisory Board of UNIT4 N.V.

Report on the financial statements

We have audited the accompanying financial statements 2012 of UNIT4 N.V., Slidrecht. The financial statements include the consolidated financial statements and the company financial statements. The consolidated financial statements comprise the consolidated statement of financial position as at 31 December 2012, the income statement, statement of comprehensive income, statement of changes in equity and statement of cash flows for the year then ended, and a summary of significant accounting policies and other explanatory notes. The company financial statements comprise the company statement of financial position as at 31 December 2012, the company income statement for the year then ended and the notes.

Management's responsibility

Management is responsible for the preparation and fair presentation of these financial statements in accordance with International Financial Reporting Standards as adopted by the European Union and with Part 9 of Book 2 of the Dutch Civil Code, and for the preparation of the management board report in accordance with Part 9 of Book 2 of the Dutch Civil Code. Furthermore management is responsible for such internal control as it determines is necessary to enable the preparation of the financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's responsibility

Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with Dutch law, including the Dutch Standards on Auditing. This requires that we comply with ethical requirements and plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion with respect to the consolidated financial statements

In our opinion, the consolidated financial statements give a true and fair view of the financial position of UNIT4 N.V. as at 31 December 2012 its result and its cash flows for the year then ended in accordance with International Financial Reporting Standards as adopted by the European Union and with Part 9 of Book 2 of the Dutch Civil Code.

Opinion with respect to the company financial statements

In our opinion, the company financial statements give a true and fair view of the financial position of UNIT4 N.V. as at 31 December 2012 and of its result for the year then ended in accordance with Part 9 of Book 2 of the Dutch Civil Code.

Report on other legal and regulatory requirements

Pursuant to the legal requirement under Section 2:393 sub 5 at e and f of the Dutch Civil Code, we have no deficiencies to report as a result of our examination whether the management board report, to the extent we can assess, has been prepared in accordance with Part 9 of Book 2 of this Code, and whether the information as required under Section 2:392 sub 1 at b-h has been annexed. Further we report that the management board report, to the extent we can assess, is consistent with the financial statements as required by Section 2:391 sub 4 of the Dutch Civil Code.

Rotterdam, the Netherlands, 18 March 2013

Ernst & Young Accountants LLP

Signed by M. Huizer

10.2 REGULATIONS IN THE ARTICLES OF ASSOCIATION CONCERNING THE APPROPRIATION OF RESULT

In accordance with article 28.4 of the Articles of Association, the Board of Directors is empowered, with the approval of the Supervisory Board, to entirely or partly reserve the profit remaining after payment to holders of preference shares. Any remaining profit is then at the free disposal of the General Meeting of Shareholders.

10.3 APPROPRIATION OF THE NET PROFIT 2012

During the financial year no interim dividend was paid out.

It will be proposed to the General Meeting of Shareholders to pay out part of the 2012 result (attributable to UNIT4 shareholders) to the amount of €0.45 per outstanding share as cash dividend. The amount that will be added to the accumulated deficit can be calculated as follows:

(€000)

Net profit 2012	24,292
Cash dividend on ordinary shares over 2012 ¹	13,256
	11,036

¹ Based on the number of shares outstanding as per 31 December 2012.

10.4 EVENTS AFTER REPORTING DATE

See Note 6.41.

10.5 STICHTING CONTINUÏTEIT UNIT4

The objective of Stichting Continuïteit UNIT4, a foundation with its seat in Sliedrecht, the Netherlands, is to protect the interests of the Group in such a way that the interests of the Group, its subsidiaries and all parties involved will be safeguarded in the best possible way and that influences that might negatively affect the independence and/or continuity and/or identity of the aforementioned companies are resisted, as well as performing all tasks related to or beneficial to the foregoing.

The foundation strives to achieve its objective by, amongst other activities, acquiring preference shares in the capital of the company and by exerting all rights connected with these preference shares.

The foundation is managed by:

J. Ekelmans, N.J. van der Wal, Ph.P.F.C. Houben, J. Thierry, M. Veninga.

Declaration of independence

The Board of Directors of UNIT4 and the management of Stichting Continuïteit UNIT4 hereby declare that they are jointly of the opinion that the requirements concerning the independence of the management of Stichting Continuïteit UNIT4, as previously mentioned in Appendix X of the Listing and Issuing Rules of the NYSE Euronext Amsterdam Stock Market have been met.

Sliedrecht, the Netherlands, 18 March 2013

UNIT4 N.V.
Board of Directors

Stichting Continuïteit UNIT4
Management

15. TRADING UPDATE Q3 2013

UNIT4 announces revenue growth for Q3 2013

22 October 2013

- SaaS and subscription revenues continue to increase;
- EBITDA increases 16 per cent

Sliedrecht, The Netherlands, 22 October, 2013: UNIT4, the global leader in software that supports business change, is pleased to announce total revenue growth for the third quarter of 2013, with an increasing move towards subscription invoicing (SaaS). Demand for cloud-based solutions, which include not only FinancialForce.com but also its core UNIT4 Coda and Agresso solutions, continues to gain momentum with increasing interest from existing and prospective customers in both private and public sectors around the world.

Key trading and operational highlights:

- Total Q3 revenue up 5% on Q3 2012 to €16.0 million;
- SaaS & subscription revenues increased by more than 40% to €7.6 million and remains larger than traditional license revenue;
- FinancialForce.com, the cloud applications company in which UNIT4 is the majority investor, continued to perform strongly with SaaS revenue growing close to 80% compared to Q3 2012;
- Product (license) revenues decreased by 3% to €6.6 million;
- EBITDA grew 16% to €23.7 million (Q3 2012: €20.5 million), in spite of increased investment in FinancialForce.com;
- Excluding FinancialForce.com, EBITDA increased 17% from €22.6 million in Q3 2012 to €26.5 million in Q3 2013, representing an EBITDA margin of 23.7%;
- Shareholders approved the evolution to a one-tier Board, the appointment of Chris Ouwinga as non-Executive Chairman of the Board and the appointment of José Duarte as statutory Board member and sole CEO of UNIT4 as of January 1st 2014.

Strong and growing demand for cloud solutions was seen across virtually all country operations. We continued to enjoy success in the UK largely driven by the successful partnerships it has established with major systems integrators and outsourcing companies. Strong sales were made in education, local government and non-profit organizations while other large public sector implementations continued extremely well. North America performed well including further sales into the education and travel sectors.

Chris Ouwinga, founder and co-CEO, said: “Growth has been good across the group, but we are particularly excited to see great traction in FinancialForce.com. Given the opportunities in the market, we will continue to push for very strong growth in the business, even if that pushes the point where we reach profitability further into the future.”

In Q3 UNIT4 opened an office in Australia in order to provide better local support to existing clients and partners as well as to ramp up sales and marketing activities in the region. It continued to invest in its new global business unit for Higher Education and Research, sponsoring and running events in Australia and Singapore.

José Duarte, co-CEO of UNIT4, said: “UNIT4 is unique in having successfully transitioned to being a cloud software company whilst continuing to grow profitability, increasing penetration in key sectors around the world and expanding geographically. We continue to prove that our focus on helping organizations to manage change also applies to our own operations in a market which is seeing unprecedented rates of change.”

Edwin van Leeuwen, CFO of UNIT4, commented: “We continue to report steady and growing success around our cloud and subscription offerings and the gradual transition from upfront license sales towards greater adoption of subscription based pricing. Should the larger deals, typically seen in the last few months of the trading year, be sold as cloud solutions, we expect there to be a negative impact on the EBITDA margin for Q4 2013. This is simply because we can only recognize a small percentage of revenue from cloud sales compared to more traditional license sales in the short term, albeit building greater sustainable and recurring revenues through our SaaS and subscription based model for the future.”

For this reason and in spite of the strong performance in the first nine months of 2013, UNIT4 management has not changed its outlook and reconfirms its full year target of achieving single digit growth in revenue with an EBITDA (without FinancialForce.com and excluding reorganization costs) in the range of €105 - €115 million. Total EBITDA including investments in FinancialForce.com but excluding reorganizations is expected to be in the range of €95 - €105 million.

This document contains certain future expectations about the financial state of affairs and results of the activities of UNIT4 as well as certain related plans and objectives. Such expectations for the future are naturally associated with risks and uncertainties because they relate to future events, and as such depend on certain circumstances that may not arise in future. Various factors can cause real results and developments to deviate considerably from explicitly or implicitly made statements about future expectations. Such factors may for instance be changes in expenditure by companies in important economies, statutory changes and changes in financial markets, in pension costs, in the salary levels of employees, in future exchange and interest rates, in future takeovers or divestitures and the pace of technological developments. UNIT4 therefore cannot guarantee that the expectations will be realized. UNIT4 also refuses to accept any obligation to update statements made in this document.

16. PROPOSED NEW UNIT4 ARTICLES OF ASSOCIATION POST-SETTLEMENT

AKTE VAN STATUTENWIJZIGING UNIT4 N.V.

Op [**] tweeduizendveertien verschijnt voor mij, Professor Mr Martin Van Olffen, notaris met plaats van vestiging te Amsterdam:

[**].

De comparant[e] verklaart dat op [**] door de algemene vergadering van aandeelhouders van de naamloze vennootschap UNIT4 N.V., statutair gevestigd te [**] en met adres: [**], nummer handelregister [**], op voorstel van de raad van commissarissen van de vennootschap, is besloten de statuten van die vennootschap te wijzigen en de comparant[e] te machtigen deze akte te doen verlijden.

Ter uitvoering van die besluiten verklaart de comparant[e] de statuten van de vennootschap zodanig te wijzigen, dat zij in hun geheel komen te luiden als volgt

STATUTEN:

Naam. Zetel.

Artikel 1.

1.1 De vennootschap draagt de naam: UNIT4 N.V.

1.2 Zij is gevestigd te Sliedrecht.

Definities.

Artikel 2.

In deze statuten worden de volgende begrippen gebruikt in de daarachter omschreven betekenis:

aandelen wil zeggen de aandelen waarin het maatschappelijk kapitaal van de vennootschap is verdeeld.

aandeelhouders wil zeggen de houders van aandelen in het geplaatste kapitaal van de vennootschap.

aangesloten instelling wil zeggen een aangesloten instelling in de zin van de Wet giraal effectenverkeer.

afhankelijke maatschappij wil zeggen een rechtspersoon of vennootschap als bedoeld in artikel 2:152 van het Burgerlijk Wetboek.

algemene vergadering wil zeggen de algemene vergadering van de vennootschap als vennootschapsorgaan, dan wel de bijeenkomst van aandeelhouders dan wel hun vertegenwoordigers en andere vergadergerechtigden.

bestuur wil zeggen het orgaan van de vennootschap dat wordt gevormd door de in functie zijnde uitvoerend bestuurders van het bestuur en de in functie zijnde niet-uitvoerend bestuurders van het bestuur.

bestuurders wil zeggen de in functie zijnde uitvoerend bestuurders van het bestuur en de in functie zijnde niet-uitvoerend bestuurders van het bestuur.

certificaathoudersrechten zijn de rechten die door de wet zijn toegekend aan houders van met medewerking van de vennootschap uitgegeven certificaten van aandelen (artikelen 2:88 en 2:89 van het Burgerlijk Wetboek).

chief executive officer wil zeggen de uitvoerend bestuurder benoemd als chief executive officer als bedoeld in artikel 18.1.

deelgenoot wil zeggen een deelgenoot in een verzameldepot in de zin van de Wet giraal effectenverkeer.

deelneming wil zeggen een deelneming zoals bedoeld in artikel 2:24c van het Burgerlijk Wetboek.

dochtermaatschappij wil zeggen een rechtspersoon als bedoeld in artikel 2:24a van het Burgerlijk Wetboek.

Euroclear wil zeggen het aangewezen centraal instituut in de zin van de Wet giraal effectenverkeer.
groepsmaatschappij wil zeggen een rechtspersoon of een vennootschap die met andere rechtspersonen of vennootschappen in een groep is verbonden, zoals bedoeld in artikel 2:24b van het Burgerlijk Wetboek.
intermediair wil zeggen een intermediair zoals gedefinieerd in de Wet giraal effectenverkeer.
niet-uitvoerend bestuurder wil zeggen een lid van het bestuur benoemd als niet-uitvoerend bestuurder.
persoon wil zeggen een natuurlijk persoon of rechtspersoon.
secretaris wil zeggen de secretaris van de vennootschap bedoeld in artikel 22.
statuten wil zeggen deze statuten.
uitvoerend bestuurder wil zeggen een lid van het bestuur benoemd als uitvoerend bestuurder.
vennootschap wil zeggen UNIT4 N.V.
vergadergerechtigden wil zeggen de personen bedoeld in artikel 31.4.
verzameldepot wil zeggen een verzameldepot in de zin van de Wet giraal effectenverkeer.
voorzitter wil zeggen niet-uitvoerend bestuurder benoemd als voorzitter als bedoeld in artikel 18.2.
wet wil zeggen de Nederlandse wet.

wettelijke voorschriften wil zeggen voorschriften gegeven bij of krachtens de Nederlandse wet.

Doel.

Artikel 3.

De vennootschap heeft ten doel:

- a. het deelnemen in en het voeren van beheer over andere vennootschappen en ondernemingen van welke aard ook;
- b. het lenen en ter leen vertrekken van gelden, het financieren van andere vennootschappen en ondernemingen, van welke aard ook, daaronder begrepen het instaan voor schulden van groepsmaatschappijen en van derden;
- c. het verkrijgen, beheren, exploiteren, bezwaren en vervreemden van bedrijfsmiddelen en van vermogenswaarden in het algemeen;
- d. het verstrekken van adviezen en verlenen van diensten aan groepsmaatschappijen en aan derden;
- e. het verrichten van al hetgeen met het vorenstaande verband houdt of daartoe bevorderlijk kan zijn.

Kapitaal.

Artikel 4.

Het maatschappelijk kapitaal van de vennootschap bedraagt twee miljoen euro (EUR 2.000.000,-). Het is verdeeld in veertig miljoen (40.000.000) gewone aandelen van vijf eurocent (EUR 0,05) elk.

Uitgifte van aandelen.

Artikel 5.

- 5.1 De vennootschap kan ingevolge een besluit van de algemene vergadering op voorstel van het bestuur dan wel van het bestuur, indien het bestuur daartoe bij de statuten of bij besluit van de algemene vergadering is aangewezen, aandelen uitgeven. Indien het bestuur daartoe is aangewezen, kan, zolang de aanwijzing van kracht is, de algemene vergadering niet tot uitgifte besluiten.
- 5.2 Het tot uitgifte bevoegde orgaan stelt de tijdstippen, de koers en de verdere voorwaarden van uitgifte vast, met inachtneming van het overigens daaromtrent in deze statuten bepaalde.
- 5.3 Indien het bestuur wordt aangewezen als bevoegd om tot uitgifte van aandelen te besluiten, wordt bij die aanwijzing bepaald hoeveel aandelen mogen worden uitgegeven. Bij een dergelijke aanwijzing wordt tevens de duur van de aanwijzing, die ten hoogste vijf jaren kan bedragen, vastgesteld.
De aanwijzing kan telkens voor niet langer dan vijf jaren worden verlengd. Tenzij bij de aanwijzing anders is bepaald, kan zij niet worden ingetrokken.
- 5.4 De vennootschap legt binnen acht dagen na een besluit van de algemene vergadering tot uitgifte of tot aanwijzing van het bestuur als hiervoor bedoeld, een volledige tekst daarvan neer ten kantore van het handelsregister. De vennootschap doet binnen acht dagen na afloop van elk

kalenderkwartaal ten kantore van het handelsregister opgave van elke uitgifte van aandelen in het afgelopen kalenderkwartaal, met vermelding van aantal.

5.5 Het bepaalde in artikel 5.1 tot en met 5.4 is van overeenkomstige toepassing op het verlenen van rechten tot het nemen van aandelen, maar is - met uitzondering van de laatste zin van artikel 5.4 - niet van toepassing op het uitgeven van aandelen aan iemand die een voordien reeds verkregen recht tot het nemen van aandelen uitoefent.

5.6 Uitgifte van aandelen geschiedt nimmer beneden pari, behoudens het bepaalde in artikel 2:80 lid 2 Burgerlijk Wetboek.

Voorkeursrecht.

Artikel 6.

6.1 Bij uitgifte van aandelen heeft iedere houder van aandelen ten aanzien van de uit te geven aandelen een voorkeursrecht naar evenredigheid van het gezamenlijke bedrag van zijn aandelen.

6.2 Bij uitgifte van aandelen bestaat geen voorkeursrecht op aandelen die worden uitgegeven tegen inbreng anders dan in geld en op aandelen die worden uitgegeven aan werknemers van de vennootschap of werknemers van een groepsmaatschappij.

6.3 Met inachtneming van dit artikel bepaalt het tot uitgifte bevoegde orgaan bij het nemen van een besluit tot uitgifte op welke wijze en binnen welk tijdvak het voorkeursrecht kan worden uitgeoefend.

6.4 De vennootschap kondigt de uitgifte met voorkeursrecht en het tijdvak waarin dat kan worden uitgeoefend gelijktijdig aan in de Staatscourant, in een landelijk verspreid dagblad. Het voorkeursrecht kan worden uitgeoefend gedurende ten minste twee weken na de hiervoor in de Staatscourant bedoelde aankondiging.

6.5 Het voorkeursrecht op aandelen kan worden beperkt of uitgesloten bij besluit van de algemene vergadering op voorstel van het bestuur. In het voorstel daartoe moeten de redenen voor het voorstel en de keuze van de voorgenomen koers van uitgifte schriftelijk worden toegelicht. Het voorkeursrecht kan ook worden beperkt of uitgesloten door het bestuur, indien zij bij de statuten of bij besluit van de algemene vergadering voor een bepaalde duur van ten hoogste vijf jaren is aangewezen als bevoegd tot het beperken of uitsluiten van het voorkeursrecht.

Zodanige aanwijzing kan slechts geschieden, indien het bestuur tevens is of tegelijkertijd wordt aangewezen als het tot uitgifte bevoegde orgaan bedoeld in artikel 5.1.

De aanwijzing kan telkens voor niet langer dan vijf jaren worden verlengd. De aanwijzing geldt slechts zolang een aanwijzing van het bestuur als het tot uitgifte bevoegde orgaan van kracht is. Tenzij bij de aanwijzing anders is bepaald, kan zij niet worden ingetrokken.

6.6 Voor een besluit van de algemene vergadering tot beperking of uitsluiting van het voorkeursrecht op aandelen of tot aanwijzing als in artikel 6.5 bedoeld, is een meerderheid van ten minste twee derden van de uitgebrachte stemmen vereist, indien minder dan de helft van het geplaatste kapitaal ter vergadering is vertegenwoordigd. De vennootschap legt binnen acht dagen na dat besluit een volledige tekst daarvan neer ten kantore van het handelsregister.

6.7 Aandeelhouders hebben geen voorkeursrecht op aandelen die worden uitgegeven aan iemand die een voordien reeds verkregen recht tot het nemen van aandelen uitoefent.

Storting op aandelen.

Artikel 7.

7.1 Bij uitgifte van elk aandeel moet daarop ten minste het nominale bedrag worden gestort.

7.2 Het bestuur is zonder goedkeuring van de algemene vergadering bevoegd tot het verrichten van rechtshandelingen als bedoeld in artikel 2:94 lid 1 Burgerlijk Wetboek.

Verkrijging en vervreemding van eigen aandelen. Pandrecht op eigen aandelen.

Artikel 8.

8.1 De vennootschap kan, mits met machtiging van de algemene vergadering en voorts met inachtneming van het overigens dienaangaande in de wet bepaalde, volgestorte aandelen in haar kapitaal onder bezwarende titel verkrijgen, indien:

- a. het eigen vermogen van de vennootschap verminderd met de verkrijgingsprijs van de aandelen, niet kleiner is dan het gestorte en opgevraagde deel van het kapitaal vermeerderd met de reserves die krachtens de wet moeten worden aangehouden;

- b. het nominale bedrag van de aandelen in haar kapitaal die de vennootschap verkrijgt, houdt of in pand houdt of die worden gehouden door een dochtermaatschappij, niet meer bedraagt dan de helft van het geplaatste kapitaal.

De machtiging van de algemene vergadering geldt voor ten hoogste achttien maanden. Bij de machtiging moet de algemene vergadering bepalen hoeveel aandelen mogen worden verkregen, hoe zij mogen worden verkregen en tussen welke grenzen de prijs moet liggen. De machtiging van de algemene vergadering is niet vereist, voor zover de vennootschap aandelen in haar kapitaal verkrijgt om krachtens een voor hen geldende regeling over te dragen aan werknemers in dienst van de vennootschap of van een groepsmaatschappij.

- 8.2 Vervreemding van door de vennootschap verkregen aandelen in haar kapitaal geschiedt ingevolge een besluit van het bestuur. Bij zodanige vervreemding bestaat geen voorkeursrecht.
- 8.3 Voor de toepassing van het bepaalde in artikel 8.1 en 8.2 worden certificaten met aandelen gelijkgesteld.
Artikel 8.1 geldt niet voor aandelen of certificaten daarvan die de vennootschap onder algemene titel verkrijgt.
- 8.4 Voor een aandeel dat toebehoort aan de vennootschap of aan een dochtermaatschappij kan in de algemene vergadering geen stem worden uitgebracht; evenmin voor een aandeel waarvan een van hen de certificaten houdt. Vruchtgebruikers en pandhouders van aandelen die aan de vennootschap of een dochtermaatschappij toebehoren, zijn evenwel niet van hun stemrecht uitgesloten, indien het vruchtgebruik of het pandrecht was gevestigd voordat het aandeel aan de vennootschap of een dochtermaatschappij toebehoorde. De vennootschap of een dochtermaatschappij kan geen stem uitbrengen voor een aandeel waarop zij een recht van vruchtgebruik of een pandrecht heeft.
- 8.5 Bij de vaststelling in hoeverre de aandeelhouders stemmen, aanwezig of vertegenwoordigd zijn, of in hoeverre het aandelenkapitaal verschaft wordt of vertegenwoordigd is, wordt geen rekening gehouden met aandelen waarvoor ingevolge de wet geen stem kan worden uitgebracht.
- 8.6 De vennootschap kan eigen aandelen of certificaten daarvan slechts in pand nemen, indien:
 - a. de betrokken aandelen volgestort zijn;
 - b. het nominale bedrag van de in pand te nemen en de reeds gehouden of in pand gehouden eigen aandelen en certificaten daarvan tezamen niet meer dan een tiende gedeelte van het geplaatste kapitaal bedraagt; en
 - c. de algemene vergadering de pandovereenkomst heeft goedgekeurd.

Kapitaalvermindering.

Artikel 9.

- 9.1 De algemene vergadering kan op voorstel van het bestuur besluiten tot vermindering van het geplaatste kapitaal door intrekking van aandelen of door het bedrag van de aandelen bij statutenwijziging te verminderen. In dit besluit moeten de aandelen waarop het besluit betrekking heeft, worden aangewezen en moet de uitvoering van het besluit zijn geregeld.
- 9.2 Een besluit tot intrekking van aandelen kan slechts betreffen aandelen die de vennootschap zelf houdt of waarvan zij de certificaten houdt.
- 9.3 Gedeeltelijke terugbetaling op aandelen of ontheffing van de verplichting tot storting is slechts mogelijk ter uitvoering van een besluit tot vermindering van het bedrag van de aandelen. Zulks een terugbetaling of ontheffing moet naar evenredigheid op alle aandelen geschieden.
Van het vereiste van evenredigheid mag worden afgeweken met instemming van alle betrokken aandeelhouders.
- 9.4 De algemene vergadering kan, indien minder dan de helft van het geplaatste kapitaal ter vergadering is vertegenwoordigd, een besluit tot kapitaalvermindering slechts nemen met een meerderheid van ten minste twee derden van de uitgebrachte stemmen.
De oproeping tot een algemene vergadering waarin een in dit artikel 9 bedoeld besluit wordt genomen, vermeldt het doel van de kapitaalvermindering en de wijze van uitvoering en geschiedt voorts met inachtneming van het bepaalde in artikel 30.4.
- 9.5 Een besluit tot kapitaalvermindering wordt eerst van kracht nadat aan de daarvoor in de wet gestelde vereisten is voldaan.

Aandelen.

Artikel 10.

- 10.1 De aandelen zijn op een door het bestuur te bepalen wijze genummerd en eventueel ter nadere onderscheiding voorzien van een of meer letters.
- 10.2 Aandelen luiden ter keuze van de aandeelhouder, hetzij op naam, hetzij aan toonder. Voor aandelen op naam worden geen aandeelbewijzen afgegeven.
- 10.3 De aandeelhouder die tenaamstelling van een aandeel aan toonder of aan toonderstelling van een aandeel op naam verlangt, doet aan het bestuur een schriftelijk verzoek daartoe. De tenaamstelling van een aandeel aan toonder vindt eerst plaats na overlegging en onder gelijktijdige intrekking van het desbetreffende aandeelbewijs. Voor de tenaamstelling en voor de aan toonderstelling worden door de vennootschap geen kosten in rekening gebracht.

Aandeelbewijzen

Artikel 11.

- 11.1 Alle aandelen aan toonder worden belichaamd in één aandeelbewijs.
- 11.2 Bij de inschrijving op uit te geven aandelen kan degene die jegens de vennootschap recht op een aandeel verkrijgt, de vennootschap schriftelijk mededelen dat hij een aandeel op naam verlangt. Zonder die mededeling ontvangt hij een recht ter zake van een aandeel aan toonder op de hierna bepaalde wijze.
- 11.3 De vennootschap doet het in artikel 11.1 bedoelde aandeelbewijs voor de rechthebbende(n) bewaren door Euroclear.
- 11.4 De vennootschap kent aan een rechthebbende een recht terzake van een aandeel aan toonder toe doordat (a) Euroclear de vennootschap in staat stelt een aandeel op het aandeelbewijs bij te schrijven en (b) de rechthebbende een intermediair aanwijst die hem dienovereenkomstig als deelgenoot in haar verzameldepot crediteert.
- 11.5 Onverminderd het bepaalde in artikel 31.4, is het beheer over het aandeelbewijs onherroepelijk aan Euroclear opgedragen en is Euroclear onherroepelijk gevolmachtigd namens de rechthebbende(n) ter zake van desbetreffende aandelen al het nodige te doen, waaronder aanvaarden, leveren en medewerken aan bijschrijving op en afschrijving van het aandeelbewijs.
- 11.6 Indien een deelgenoot van de intermediair uitlevering wenst van een of meer aandelen aan toonder tot ten hoogste een hoeveelheid waarvoor hij deelgenoot is, zal hieromtrent het bepaalde in de Wet giraal effectenverkeer van toepassing zijn.
- 11.7 Een houder van een aandeel op naam kan dit te allen tijde aan toonder doen stellen doordat (a) de rechthebbende dit aandeel bij akte aan Euroclear levert, (b) de vennootschap de levering erkent, (c) Euroclear de vennootschap in staat stelt een aandeel op het aandeelbewijs bij te schrijven, (d) een door de rechthebbende aangewezen intermediair de rechthebbende dienovereenkomstig als deelgenoot in haar verzameldepot crediteert en (e) de vennootschap de rechthebbende als houder van het desbetreffende aandeel uit het register uitschrijft.
- 11.8 De vennootschap is bevoegd ter zake van het aandeelbewijs nadere regels vast te stellen.

Aandeelhoudersregister voor aandelen op naam.

Artikel 12.

- 12.1 Het bestuur houdt met inachtneming van de toepasselijke wettelijke bepalingen een register van houders van aandelen op naam.
- 12.2 Iedere aandeelhouder en iedere vruchtgebruiker en pandhouder van aandelen op naam - met uitzondering van een houder van een pandrecht als bedoeld in artikel 2:86c lid 4 van het Burgerlijk Wetboek - is verplicht aan de vennootschap zijn adres op te geven.

Vruchtgebruik en pandrecht op aandelen. Certificering

Artikel 13

- 13.1 Op aandelen kan een recht van vruchtgebruik of pandrecht worden gevestigd.
- 13.2 De aandeelhouder heeft het stemrecht op de aandelen waarop een recht van vruchtgebruik of pandrecht is gevestigd.
- 13.3 In afwijking van het voorgaande lid komt het stemrecht op aandelen toe aan de vruchtgebruiker respectievelijk de pandhouder van zodanige aandelen, indien dat bij de vestiging van het recht van vruchtgebruik of het pandrecht is bepaald en de vruchtgebruiker respectievelijk de pandhouder een persoon is, aan wie de aandelen vrijelijk kunnen worden overgedragen, onverminderd het bepaalde in artikel 2:89 lid 6 Burgerlijk Wetboek.

- 13.4 Een vruchtgebruiker of pandhouder van een aandeel die geen stemrecht heeft, heeft niet de rechten die door de wet zijn toegekend aan houders van met medewerking van de vennootschap uitgegeven certificaten van aandelen.

- 13.5 De vennootschap verleent geen medewerking aan de uitgifte van certificaten van aandelen.

Gemeenschap.

Artikel 14.

Indien aandelen of krachtens de wet aan certificaathouders toegekende rechten tot een gemeenschap behoren, kunnen de gezamenlijke deelgenoten zich slechts tegenover de vennootschap doen vertegenwoordigen door een of meer schriftelijk door hen daartoe aangewezen personen.

Levering van aandelen.

Artikel 15.

De levering van aandelen, de vestiging en levering van een recht van vruchtgebruik en de vestiging van een pandrecht op aandelen geschiedt met inachtneming van de toepasselijke wettelijke bepalingen.

Bestuur.

Artikel 16.

- 16.1. Het bestuur van de vennootschap wordt uitgeoefend door het bestuur.
- 16.2. Het bestuur bestaat uit een maximum aantal van negen (9) bestuurders. Het bestuur bepaalt het aantal uitvoerend bestuurders en het aantal niet-uitvoerend bestuurders, met dien verstande dat het aantal uitvoerend bestuurders te allen tijde geringer moet zijn dan het aantal niet-uitvoerend bestuurders. Het bestuur zal één van de niet-uitvoerend bestuurders de titel "Independent Non-Executive" toekennen.
Alleen natuurlijke personen kunnen niet-uitvoerend bestuurder zijn.
- 16.3. De uitvoerend bestuurders en niet-uitvoerend bestuurders (behalve de Independent Non-Executive) worden als zodanig benoemd door de algemene vergadering uit een bindende voordracht door de niet-uitvoerend bestuurders. De Independent Non-Executive zal worden benoemd door de algemene vergadering op voorstel van het bestuur. Het besluit van het bestuur tot het doen van het in de vorige zin bedoelde voorstel vereist in ieder geval de stem voor van de in functie zijnde Independent Non-Executive, voor zover deze niet zelf wordt herbenoemd. In het geval er een voorstel wordt gedaan tot herbenoeming van de in functie zijnde Independent Non-Executive, is het bepaalde in de vorige zin niet van toepassing.
- 16.4. Bij het ontstaan van een vacature voor een uitvoerend bestuurder of niet-uitvoerend bestuurder (behalve voor de Independent Non-Executive) zullen de niet-uitvoerend bestuurders een bindende of niet-bindende voordracht op maken. De algemene vergadering kan echter aan een voordracht steeds het bindend karakter ontnemen bij een besluit dat wordt genomen bij volstreekte meerderheid van de uitgebrachte stemmen, welke meerderheid meer dan een derde van het geplaatste kapitaal vertegenwoordigt. Wordt dit quorum niet gehaald, dan volgt een tweede vergadering indien in de eerste vergadering een volstreekte meerderheid van de uitgebrachte stemmen het voorstel om het bindend karakter aan de voordracht te ontnemen, heeft gesteund. In deze tweede vergadering kan het besluit tot ontneming van het bindend karakter bij volstreekte meerderheid van stemmen worden genomen, ongeacht het ter vergadering vertegenwoordigde gedeelte van het geplaatst kapitaal. Indien de algemene vergadering het bindend karakter aan een voordracht ontnemt, maken de niet-uitvoerend bestuurders een nieuwe voordracht op.
De voordracht wordt opgenomen onder vermelding van het al dan niet bindend karakter ervan, in de oproeping tot de algemene vergadering waarin de benoeming aan de orde wordt gesteld.
- 16.5. Is een voordracht niet of niet tijdig opgemaakt, dan wordt daarvan in de oproeping voor de algemene vergadering mededeling gedaan en is de algemene vergadering in de benoeming vrij. Een besluit tot benoeming van een bestuurder die niet door de niet-uitvoerend bestuurders is voorgedragen kan slechts worden genomen met een bij volstreekte meerderheid van de uitgebrachte stemmen, welke meerderheid meer dan een derde van het geplaatste kapitaal vertegenwoordigt. Een tweede algemene vergadering als bedoeld in artikel 2:120, lid 3 van het Burgerlijk Wetboek, kan niet bijeen worden geroepen ten aanzien van het onderwerp bedoeld in dit lid.
- 16.6. Bij een voordracht tot benoeming van een uitvoerend bestuurder worden van de kandidaat meegedeeld zijn leeftijd en de betrekkingen die hij bekleedt of heeft bekleed, voor zover die van belang zijn in verband met de vervulling van de taak van een uitvoerend bestuurder. De voordracht wordt met redenen omkleed.

- 16.7. Bij een voordracht tot benoeming van een niet-uitvoerend bestuurder worden van de kandidaat meegedeeld zijn leeftijd, zijn beroep, het bedrag aan door hem gehouden aandelen in het kapitaal van de vennootschap en de betrekkingen die hij bekleedt of heeft bekleed, voor zover die van belang zijn in verband met de vervulling van zijn taak van niet-uitvoerend bestuurder. Tevens wordt vermeld aan welke rechtspersonen hij reeds als niet-uitvoerend bestuurder is verbonden; indien zich daaronder rechtspersonen bevinden die tot dezelfde groep behoren, kan met de aanduiding van die groep worden volstaan. De voordracht of aanbeveling wordt met redenen omkleed.
- 16.8. De vennootschap heeft een beleid op het terrein van bezoldiging van het bestuur. Het bezoldigingsbeleid wordt door de algemene vergadering vastgesteld op voorstel van de niet-uitvoerend bestuurders. In het bezoldigingsbeleid komen ten minste de in artikel 2:383c tot en met e van het Burgerlijk Wetboek omschreven onderwerpen aan de orde, voor zover deze de uitvoerend bestuurders betreffen.
De bezoldiging van ieder van de uitvoerend bestuurders wordt door de niet-uitvoerend bestuurders vastgesteld met inachtneming van het door de algemene vergadering vastgestelde bezoldigingsbeleid. De bezoldiging van ieder van de niet-uitvoerend bestuurders wordt door de algemene vergadering vastgesteld met inachtneming van het door de algemene vergadering vastgestelde bezoldigingsbeleid.
Een voorstel ten aanzien van regelingen van bezoldigingen in de vorm van aandelen of rechten tot het nemen van aandelen leggen de niet-uitvoerend bestuurders ter goedkeuring aan de algemene vergadering voor. Dit voorstel bepaalt ten minste hoeveel aandelen of rechten tot het nemen van aandelen aan de bestuurders mogen worden toegekend en welke criteria gelden voor toekenning of wijziging.
- 16.9. Voor zover uit de wet niet anders voortvloeit, worden aan de bestuurders en aan voormalige bestuurders vergoed:
- de redelijke kosten van het voeren van verdediging tegen aanspraken (daaronder ook begrepen aanspraken van de vennootschap) wegens een handelen of nalaten in de uitoefening van hun functie of van een andere functie die zij op verzoek van de vennootschap vervullen of hebben vervuld;
 - eventuele schadevergoedingen die zij verschuldigd zijn wegens een hierboven onder a vermeld handelen of nalaten;
 - de redelijke kosten van het optreden in andere rechtsgedingen waarin zij als lid van het bestuur of als voormalig lid van het bestuur zijn betrokken met uitzondering van de gedingen waarin zij hoofdzakelijk een eigen vordering geldend maken.
- 16.10. Een betrokkene heeft geen aanspraak op de vergoeding als in artikel 16.9 bedoeld indien en voor zover (i) door de Nederlandse rechter bij gewijsde is vastgesteld dat het handelen of nalaten van de betrokkene kan worden gekenschetst als opzettelijk, bewust roekeloos of ernstig verwijtbaar, tenzij uit de wet anders voortvloeit of zulks in de gegeven omstandigheden naar maatstaven van redelijkheid en billijkheid onaanvaardbaar zou zijn of (ii) de kosten of het vermogensverlies van de betrokkene is gedekt door een verzekering en de verzekeraar deze kosten of dit vermogensverlies heeft uitbetaald. Indien en voor zover door de Nederlandse rechter bij gewijsde is vastgesteld dat de betrokkene geen aanspraak heeft op de vergoeding als hiervoor bedoeld, is hij gehouden de door de vennootschap vergoede bedragen terstond terug te betalen. De vennootschap kan van de betrokkene adequate zekerheid verlangen voor deze terugbetalingsverplichting. De vennootschap kan ten behoeve van de betrokkenen verzekeringen tegen aansprakelijkheid afsluiten. Het bestuur kan al dan niet bij overeenkomst nadere uitvoering geven aan het vorenstaande.

Zittingstermijn. Aftreden en ontslag.

Artikel 17.

- 17.1. Een bestuurder treedt uiterlijk af na de eerste jaarlijkse algemene vergadering die gehouden wordt nadat vier jaren na zijn benoeming zijn verlopen. De bestuurders treden periodiek af volgens een door het bestuur vast te stellen rooster. Een overeenkomstig dit lid aftredend bestuurder kan worden herbenoemd.
- 17.2. De bevoegdheid tot schorsing en ontslag van bestuurders komt toe aan de algemene vergadering. Uitvoerend bestuurders kunnen eveneens worden geschorst door het bestuur.

- 17.3 Indien een bestuurder is geschorst, besluit de algemene vergadering, dan wel het bestuur indien het bestuur tot schorsing heeft besloten, binnen drie maanden na ingang van de schorsing hetzij tot ontslag van de desbetreffende bestuurder, hetzij tot opheffing of handhaving van de schorsing. In het geval de algemene vergadering of het bestuur daaromtrent niet tijdig besluit, vervalt de schorsing. Een besluit tot handhaving van de schorsing kan slechts eenmaal worden genomen en de schorsing kan daarbij ten hoogste worden gehandhaafd voor drie maanden, ingaande op de dag waarop de algemene vergadering dan wel het bestuur het besluit tot handhaving heeft genomen. Indien de algemene vergadering dan wel het bestuur niet binnen de voor handhaving bepaalde termijn tot ontslag of tot opheffing van de schorsing heeft besloten, vervalt de schorsing. Een geschorste bestuurder wordt in de gelegenheid gesteld zich in de algemene vergadering dan wel tijdens een vergadering van het bestuur te verantwoorden en zich daarbij door een raadsman te doen bijstaan.

Chief executive officer. Bestuursvoorzitter.

Artikel 18.

- 18.1. Het bestuur benoemt een uitvoerend bestuurder als chief executive officer voor zolang als het Bestuur zal bepalen. Daarnaast mag het bestuur andere titels verlenen aan een uitvoerend bestuurder.
- 18.2. Het bestuur benoemt een niet-uitvoerend bestuurder als voorzitter van het bestuur voor zolang als het bestuur zal bepalen.
- 18.3. Het bestuur kan een of meer van de niet-uitvoerend bestuurders tot vice-voorzitter van het bestuur benoemen voor zolang als het bestuur zal bepalen. Aan een vice-voorzitter komen met betrekking tot de in deze statuten aan de bestuursvoorzitter opgedragen taken in geval van diens afwezigheid of weigering zodanige bevoegdheden toe als het bestuur zal bepalen.
- 18.4. Ingeval geen bestuursvoorzitter is benoemd of in geval van afwezigheid of weigering van de bestuursvoorzitter, wordt het voorzitterschap van de vergadering van het bestuur waargenomen door een vice-voorzitter of in het geval van diens afwezigheid of weigering door een daartoe door de vergadering aangewezen lid van het bestuur of andere aanwezige persoon.

Vergaderingen.

Artikel 19.

- 19.1. Vergaderingen van het bestuur kunnen te allen tijde worden bijeengeroepen, hetzij door een of meer leden van het bestuur, hetzij in zijn of hun opdracht door de secretaris.
- 19.2. De secretaris is bevoegd de vergaderingen van het bestuur bij te wonen. Het bestuur is tevens bevoegd anderen tot een vergadering toe te laten.
- 19.3. Een lid van het bestuur neemt niet deel aan de beraadslaging en besluitvorming indien hij daarbij een direct of indirect persoonlijk belang heeft dat tegenstrijdig is met het belang van de vennootschap of de met haar verbonden onderneming. Indien alle leden van het bestuur een tegenstrijdig belang hebben, wordt het besluit genomen door de algemene vergadering.
- 19.4. De notulen van de vergaderingen van het bestuur zullen worden gehouden door de secretaris. De notulen worden in desbetreffende of daarop volgende vergadering vastgesteld door het bestuur. Van ieder besluit van het bestuur genomen buiten vergadering maakt de secretaris aantekening, welke aantekening wordt ondertekend door de voorzitter en de secretaris.

Bevoegdheden, taakverdeling, beperkingen.

Artikel 20.

- 20.1. Met inachtneming van de taakverdeling als bedoeld in lid 2 van dit artikel, is het bestuur belast met het besturen van de vennootschap en heeft daartoe binnen de grenzen van de wet alle bevoegdheden welke bij deze statuten niet aan anderen zijn toegekend.
- 20.2. Het bestuur kan bij reglement als bedoeld in artikel 23.1, zijn taken onderling verdelen, mits het dagelijks bestuur van de vennootschap zal berusten bij de uitvoerend bestuurders en mits de taak om toezicht te houden op de taakuitoefening van de bestuurders niet wordt ontnomen aan de niet-uitvoerend bestuurders.
- 20.3. De uitvoerend bestuurders kunnen rechtsgeldig besluiten omtrent zaken die behoren tot hun taak als bedoeld in 20.1 respectievelijk 20.2. De niet-uitvoerende bestuurders kunnen eveneens rechtsgeldig besluiten nemen omtrent zaken die behoren tot hun taak als bedoeld in artikel 20.1 respectievelijk 20.2.
- 20.4. Het bestuur kan zodanige commissies instellen die hij nodig acht, bestaande uit een of meer van

- zijn leden of uit andere personen.
- 20.5. De uitvoerend bestuurders verschaffen tijdig aan de niet-uitvoerend bestuurders alle informatie die noodzakelijk is voor de uitvoering van hun taak.
- 20.6. Het bestuur behoeft goedkeuring van de algemene vergadering voor besluiten omtrent een belangrijke verandering van de identiteit of het karakter van de vennootschap of de onderneming. Hieronder vallen in ieder geval:
- a. overdracht van de onderneming of vrijwel de gehele onderneming aan een derde;
 - b. het aangaan of verbreken van duurzame samenwerking van de vennootschap of een dochtermaatschappij met een andere rechtspersoon of vennootschap dan wel als volledig aansprakelijk vennote in een commanditaire vennootschap of vennootschap onder firma, indien deze samenwerking of verbreking van ingrijpende betekenis is voor de vennootschap;
 - c. het nemen of afstoten van een deelneming in het kapitaal van een vennootschap ter waarde van ten minste een derde van het bedrag van de activa volgens de balans met toelichting, of indien de vennootschap een geconsolideerde balans opstelt, volgens de geconsolideerde balans met toelichting volgens de laatst vastgestelde jaarrekening van de vennootschap, door haar of een dochtermaatschappij.
- 20.7. Ingeval van belet of ontstentenis van een of meer bestuurders blijven de bevoegdheden van het bestuur intact, met dien verstande dat:
- (i) de niet-uitvoerend bestuurders tijdelijk mogen voorzien in de vacante positie voor een periode tot de eerstvolgende algemene vergadering of in geval van belet, tot de betreffende bestuurder niet langer belet is;
 - (ii) in geval van belet of ontstentenis van alle leden van het bestuur, de secretaris tijdelijk verantwoordelijk is voor het bestuur van de vennootschap tot de vacatures zijn vervuld.

In geval van belet of ontstentenis van alle leden van het bestuur, zal de secretaris zo snel mogelijk de nodige maatregelen nemen ten einde te voorzien in een permanente oplossing.

Vertegenwoordiging.

Artikel 21.

- 21.1. Het bestuur vertegenwoordigt de vennootschap.
- 21.2. De vennootschap wordt voorts vertegenwoordigd door iedere uitvoerend bestuurder. Het bestuur heeft de bevoegdheid om, onverminderd zijn verantwoordelijkheid, de vennootschap door een of meer gevolmachtigden te doen vertegenwoordigen. Aan deze gevolmachtigden zullen zodanige bevoegdheden toekomen als hun bij of na hun benoeming in overeenstemming met deze statuten door het bestuur zullen worden toegekend.

Secretaris.

Artikel 22.

- 22.1. Het bestuur benoemt buiten zijn leden een secretaris.
- 22.2. Aan een secretaris komen zodanige bevoegdheden toe als hem op grond van deze statuten zijn verleend en zoals hem met inachtneming van deze statuten door het bestuur worden toegekend bij of na zijn benoeming.
- 22.3. Een secretaris kan als zodanig te allen tijde door het bestuur worden ontslagen.

Reglementen.

Artikel 23.

- 23.1. Het bestuur zal, met inachtneming van deze statuten, een of meer reglementen opstellen met regels over zijn functioneren, zijn besluitvorming, de samenstelling, de taak en werkwijze van commissies en andere aangelegenheden die het bestuur, de chif executive officer, de uitvoerend bestuurders, de niet-uitvoerend bestuurders en de door het bestuur ingestelde commissies betreffen.
- 23.2. Reglementen betreffende de gang van zaken bij algemene vergaderingen worden op de website van de vennootschap geplaatst.

Boekjaar jaarrekening.

Artikel 24.

- 24.1 Het boekjaar van de vennootschap is gelijk aan het kalenderjaar.

- 24.2 Jaarlijks binnen vier maanden na afloop van het boekjaar, maakt het bestuur een jaarrekening en een jaarverslag op en legt zij deze stukken ten kantore van de vennootschap ter inzage voor de aandeelhouders en voor die personen die daar krachtens de wet recht op hebben.
Afschriften daarvan zijn voor hen om niet verkrijgbaar.
- 24.3 De jaarrekening wordt ondertekend door alle bestuurders; ontbreekt de ondertekening van een of meer van hen, dan wordt daarvan onder opgave van reden melding gemaakt.

Accountant.

Artikel 25.

- 25.1 De vennootschap verleent aan een accountant als bedoeld in artikel 2:393 lid 1 van het Burgerlijk Wetboek de opdracht om de door het bestuur opgemaakte jaarrekening te onderzoeken overeenkomstig het bepaalde in lid 3 van artikel 2:393.
- 25.2 Tot het verlenen van de opdracht is de algemene vergadering bevoegd. Gaat deze daartoe niet over, dan is het bestuur bevoegd. De aan de accountant verleende opdracht kan slechts om gegronde redenen worden ingetrokken.
- 26.3 De accountant brengt omtrent zijn onderzoek verslag uit het bestuur en geeft de uitslag van zijn onderzoek weer in een verklaring omtrent de getrouwheid van de jaarrekening.

Vaststelling jaarrekening.

Artikel 26.

- 26.1 De jaarrekening wordt vastgesteld door de algemene vergadering.
- 26.2 De vennootschap zorgt dat de opgemaakte jaarrekening, het jaarverslag en de krachtens artikel 2:392 lid 1 Burgerlijk Wetboek daaraan toe te voegen overige gegevens vanaf de dag van oproeping tot de algemene vergadering bestemd tot hun behandeling, aanwezig zijn ten kantore van de vennootschap en op een plaats te Amsterdam die wordt vermeld in de oproeping. De aandeelhouders en certificaathouders kunnen die stukken aldaar inzien en daarvan kosteloos een afschrift verkrijgen.
- 26.3 De jaarrekening kan niet worden vastgesteld, indien de algemene vergadering geen kennis heeft kunnen nemen van de verklaring van de accountant, tenzij onder de overige gegevens bedoeld in artikel 26.2 een wettige grond wordt medegedeeld waarom de accountantsverklaring ontbreekt.

Winst.

Artikel 27.

- 27.1 Het bestuur is bevoegd de winst geheel of gedeeltelijk te reserveren. Een voor uitkering bestemd gedeelte van de winst staat ter vrije beschikking van de algemene vergadering.
- 27.2 De vennootschap kan aan de aandeelhouders en andere gerechtigden tot de voor uitkering vatbare winst slechts uitkeringen doen, voorzover haar eigen vermogen groter is dan het gestorte en opgevraagde deel van het kapitaal, vermeerderd met de reserves die krachtens de wet of de statuten moeten worden aangehouden.
- 27.3 Uitkering van winst geschiedt na vaststelling van de jaarrekening, waaruit blijkt dat zij geoorloofd is.
- 27.4 Het bestuur is, bij uitsluiting van de algemene vergadering, bevoegd tot gehele of gedeeltelijke opheffing van enige reserve te besluiten.

Uitkeringen.

Artikel 28.

- 28.1 Dividenden en andere uitkeringen worden betaalbaar gesteld op een door de het bestuur te bepalen wijze en datum mits binnen vier weken na vaststelling. De vennootschap kondigt iedere uitkering op aandelen aan overeenkomstig artikel 30.3.
- 28.2 De vordering tot een uitkering op aandelen vervalt door een tijdsverloop van vijf jaren en één (1) dag.
- 28.3 Indien het bestuur dat bepaalt, wordt een interimdividend uitgekeerd, mits met inachtneming van het bepaalde in artikel 2:105 Burgerlijk Wetboek.
- 28.4 Bij de berekening van de verdeling van een voor uitkering op aandelen bestemd bedrag tellen de door de vennootschap gehouden aandelen in haar kapitaal niet mee.

Algemene vergaderingen.

Artikel 29.

- 29.1 Jaarlijks wordt binnen zes maanden na afloop van het boekjaar de algemene vergadering van aandeelhouders gehouden. Deze termijn kan op grond van bijzondere omstandigheden door de algemene vergadering met ten hoogste zes maanden worden verlengd.
- 29.2 In deze vergadering worden in elk geval de volgende punten aan de orde gesteld:
- het jaarverslag;
 - de vaststelling van de jaarrekening;
 - het reserverings- en dividendbeleid;
 - het voorstel tot uitkering van dividend;
 - goedkeuring van het gevoerde beleid en décharge van het bestuur;
 - voorziening in eventuele vacatures;
 - andere onderwerpen door het bestuur op grond van artikel 29.4 aangekondigd, zoals de aanwijzing van een orgaan bevoegd tot uitgifte van aandelen of de machtiging van het bestuur tot verkrijging van eigen aandelen of certificaten daarvan door de vennootschap, bedoeld in de artikelen 5 en 8 van de statuten.
- 29.3 Buitengewone algemene vergaderingen worden bijeengeroepen zo dikwijls het bestuur dat wenselijk acht, indien de wet dat voorschrijft of zodra een of meer houders van aandelen die gezamenlijk ten minste een tiende gedeelte van het geplaatste kapitaal vertegenwoordigen, dit onder mededeling van de te behandelen onderwerpen het bestuur verzoeken. Indien geen van de bestuurders in dat geval een algemene vergadering bijeenroept, zodanig dat die vergadering binnen zes weken na het verzoek wordt gehouden, is ieder van de verzoekers zelf tot de bijeenroeping bevoegd, met inachtneming van het daaromtrent in de wet en de statuten bepaalde.
- 29.4 Een of meer houders van aandelen die alleen of gezamenlijk ten minste een honderdste gedeelte (1 %) van het geplaatste kapitaal vertegenwoordigen of van wie de aandelen ten minste een waarde vertegenwoordigen van vijftig miljoen euro (€50.000.0000,--) hebben het recht schriftelijk te verzoeken onderwerpen op de agenda van de algemene vergadering te plaatsen. Het bestuur zal een dergelijk onderwerp op de agenda plaatsen en in de oproeping aankondigen, mits zij het met redenen omklede verzoek of een voorstel voor een besluit niet later dan op de zestigste dag voor die van de vergadering door de vennootschap heeft ontvangen.
Aan de eis van schriftelijkheid van het verzoek wordt voldaan indien dit verzoek elektronisch is vastgelegd.

Plaats. Oproeping.

Artikel 30.

- 30.1 De algemene vergaderingen van aandeelhouders worden gehouden te Sliedrecht, Rotterdam, Utrecht, Schiphol, Veenendaal of Amsterdam.
- 30.2 De oproeping gaat uit van het bestuur of van diegenen die daartoe krachtens de wet of deze statuten de bevoegdheid bezitten.
- 30.3 Behoudens het bepaalde in de tweede zin van artikel 2:111 lid 1 Burgerlijk Wetboek, geschiedt de oproeping niet later dan op de tweeënveertigste dag vóór die van de vergadering. Was de termijn korter of heeft de oproeping niet plaats gehad, dan kunnen geen wettelijke besluiten worden genomen, tenzij met algemene stemmen in een vergadering, waarin het gehele geplaatste kapitaal vertegenwoordigd is.
De oproeping geschiedt op grond van het bepaalde in artikel 2:113 lid 6 Burgerlijk Wetboek door een langs elektronische weg openbaar gemaakte aankondiging, welke tot aan de algemene vergadering rechtstreeks en permanent toegankelijk is. Bovendien worden de houders van aandelen op naam opgeroepen bij brief aan het door hen opgegeven adres. Indien de houder van aandelen op naam hiermee instemt, kan de oproeping geschieden door een langs elektronische weg toegezonden leesbaar en reproduceerbaar bericht aan het door hen opgegeven adres.
- 30.4 Bij de oproeping worden vermeld:
- de te behandelen onderwerpen;
 - de plaats en het tijdstip van de algemene vergadering;
 - de procedure voor de deelname aan de algemene vergadering bij schriftelijk gevolmachtigde;
 - de procedure voor deelname aan de algemene vergadering alsmede het adres van de website van de vennootschap, als bedoeld in artikel 5:25ka van de Wet op het financieel toezicht.

- 30.5 De oproeping vermeldt bovendien de plaats en dag van deponering, dan wel de registratiedatum, bedoeld in artikel 31.4.
- 30.6 De accountant bedoeld in artikel 25 wordt uitgenodigd een aandeelhoudersvergadering waarin de accountantsverklaring met betrekking tot de jaarrekening aan de orde komt, bij te wonen. Hem kunnen daarover vragen worden gesteld en hij is bevoegd in die vergadering het woord te voeren.
- 30.7 De oproeping tot een vergadering waarin een voorstel tot kapitaalvermindering wordt gedaan, vermeldt het doel van de kapitaalvermindering en de wijze van uitvoering. Indien het betreft een voorstel tot statutenwijziging of kapitaalvermindering wordt tegelijkertijd met de oproeping een afschrift van het voorstel, waarin de voorgestelde statutenwijziging respectievelijk waarin het doel van de kapitaalvermindering en de wijze van uitvoering woordelijk is opgenomen, tot de afloop van de algemene vergadering waarin het voorstel wordt behandeld, voor iedere vergadergerechtigde ter inzage gelegd ten kantore van de vennootschap en op zodanige plaatsen waaronder in ieder geval een plaats te Amsterdam, als bij de oproeping zal worden medegedeeld. De afschriften zijn op vorenbedoelde plaatsen voor vergadergerechtigde kosteloos verkrijgbaar.
- 30.8 Mededelingen die krachtens de wet of de statuten aan de algemene vergadering moeten worden gericht, kunnen geschieden door opneming, hetzij in de oproeping tot een algemene vergadering, hetzij in een stuk dat ter kennisneming ten kantore van de vennootschap, alsmede op een plaats te Amsterdam is neergelegd, mits daarvan in de oproeping melding wordt gemaakt. Vergadergerechtigden kunnen van een zodanig stuk alsdan kosteloos een afschrift verkrijgen.

Toelating tot de algemene vergadering.

Artikel 31.

- 31.1 Aandeelhouders kunnen zich in de algemene vergadering door een schriftelijk gevolmachtigde doen vertegenwoordigen.
- 31.2 Iedere aandeelhouder of stemgerechtigde vruchtgebruiker of pandhouder is bevoegd de algemene vergadering bij te wonen, daarin het woord te voeren en stem uit te brengen, doch dit laatste slechts indien hem het stemrecht op de met vruchtgebruik respectievelijk pandrecht bezwaarde aandelen toekomt.
- 31.3 Alvorens tot een algemene vergadering te worden toegelaten moet een aandeelhouder, of zijn gevolmachtigde een presentielijst tekenen, onder vermelding van zijn naam en, voorzover van toepassing, van het aantal stemmen dat door hem kan worden uitgebracht. Indien het een gevolmachtigde betreft, wordt tevens de naam vermeld van degene voor wie de gevolmachtigde optreedt.
- 31.4 Als vergadergerechtigden hebben te gelden, personen die:
- (i) op een door het bestuur te bepalen tijdstip aandeelhouder of anderszins vergadergerechtigde zijn, dat tijdstip hierna te noemen: de "registratiedatum";
 - (ii) als zodanig zijn ingeschreven in een door het bestuur aangewezen register (of een of meer delen daarvan), hierna te noemen: het "register"; en
 - (iii) vóór de datum vermeld in de oproeping schriftelijk aan de vennootschap kennis hebben gegeven dat zij voornemens zijn de algemene vergadering bij te wonen, ongeacht wie ten tijde van de vergadering aandeelhouder of certificaathouder is. De kennisgeving vermeldt de naam en het aantal aandelen of certificaten dat de betreffende persoon vertegenwoordigt. Het hiervoor onder (iii) bepaalde omtrent de kennisgeving aan de vennootschap geldt tevens voor de schriftelijk gevolmachtigde van een vergadergerechtigde.

Leiding van de vergadering. Notulen.

Artikel 32.

- 32.1 De algemene vergadering wordt voorgezeten door de voorzitter van het bestuur of bij diens ontstentenis door een van de andere niet-uitvoerend bestuurders daartoe door het bestuur aangewezen; zijn geen niet-uitvoerend bestuurders ter vergadering aanwezig dan staat de vergadering onder leiding van een van de uitvoerend bestuurders daartoe door het bestuur aangewezen.
- De voorzitter wijst de secretaris van de vergadering aan.
- Tenzij van het ter vergadering verhandelde een notarieel proces-verbaal wordt opgemaakt, worden daarvan notulen gehouden. Notulen worden vastgesteld en ten blijke daarvan getekend door de

voorzitter en de secretaris van de desbetreffende vergadering dan wel vastgesteld door een volgende vergadering.

In het laatste geval worden de notulen ten blijke van vaststelling door de voorzitter en de secretaris van die volgende vergadering getekend.

- 32.3 De voorzitter van de vergadering en het bestuur kan te allen tijde opdracht geven tot het opmaken van een notarieel proces-verbaal, op kosten van de vennootschap.
- 32.4 Alle kwesties omtrent de toelating tot de algemene vergadering, omtrent de uitoefening van het stemrecht en de uitslag van de stemmingen, zomede alle andere kwesties die verband houden met de gang van zaken in de vergadering, worden beslist door de voorzitter van de desbetreffende vergadering.
- 32.5 De voorzitter van de desbetreffende vergadering is bevoegd derden tot de algemene vergadering toe te laten.
- 32.6 De vennootschap stelt voor elk genomen besluit vast:
- het aantal aandelen waarvoor geldig stemmen zijn uitgebracht;
 - het percentage van het aantal onder a bedoelde aandelen vertegenwoordigt in het geplaatste kapitaal;
 - het totaal aantal geldig uitgebrachte stemmen;
 - het aantal stemmen dat voor en tegen het besluit is uitgebracht, alsmede het aantal onthoudingen.

Stemrecht.

Artikel 33.

- 33.1 In de algemene vergadering geeft ieder aandeel recht op het uitbrengen van één stem.
- 33.2 Blanco stemmen en ongeldige stemmen worden als niet uitgebracht aangemerkt.
- 33.3 Besluiten worden genomen met volstrekte meerderheid van stemmen, tenzij bij de wet of bij deze statuten uitdrukkelijk een grotere meerderheid wordt voorgeschreven.
- 33.4 De voorzitter bepaalt de wijze van stemming.
- 33.5 Bij staking van stemmen komt geen besluit tot stand.

Statutenwijziging. Ontbinding.

Artikel 34.

- 34.1 De algemene vergadering is slechts op voorstel van het bestuur bevoegd de statuten te wijzigen en te besluiten tot ontbinding van de vennootschap.
- 34.2 Een voorstel tot statutenwijziging of ontbinding moet steeds bij de oproeping van de algemene vergadering worden vermeld. Bij statutenwijziging moet tegelijkertijd een afschrift van het voorstel met de woordelijke tekst van de wijziging worden neergelegd ten kantore van de vennootschap tot de afloop van de vergadering. Iedere vergaderingerechtigde heeft recht van inzage en op een kosteloos afschrift van het voorstel.

Vereffening.

Artikel 35.

- 35.1 Indien de vennootschap wordt ontbonden ingevolge een besluit van de algemene vergadering, treedt ter vereffening van het vermogen van de vennootschap het bestuur als vereffenaar op.
- 35.2 Tijdens de vereffening blijven deze statuten voor zover mogelijk van kracht.
- 35.3 Uit hetgeen na voldoening van de schuldeisers van het vermogen van de vennootschap is overgebleven wordt uitgekeerd aan de aandeelhouders naar verhouding van het nominale bedrag van hun bezit aan aandelen.
- 35.4 Na afloop van de vereffening blijven de boeken, bescheiden en andere gegevensdragers van de vennootschap gedurende zeven jaren berusten onder degene die daartoe door de vereffenaar is aangewezen.

De stukken waaruit blijkt van het besluit van de algemene vergadering en het voorstel van de raad van commissarissen, worden aan deze akte gehecht.

Waarvan deze akte in minuut wordt verleden te Amsterdam, op de datum in het hoofd van deze akte vermeld.

Na mededeling van de zakelijke inhoud van de akte, het geven van een toelichting daarop en na de verklaring van de comparant[e] van de inhoud van de akte te hebben kennisgenomen en met beperkte

voorlezing in te stemmen, wordt deze akte onmiddellijk na voorlezing van die gedeelten van de akte, waarvan de wet voorlezing voorschrijft, door de comparant[e], die aan mij, notaris, bekend is, en mij, notaris, ondertekend.

17. ADVISORS

Advisors to Offeror

Financial advisors

Goldman Sachs International

Marlborough Partners (debt advisor)

Legal Advisor

Allen & Overy LLP

Commercial, accounting & Tax

Bain & Co (commercial advisor)

Deloitte (accounting & tax advisor)

Advisors to UNIT4

Financial advisors

ING Bank N.V.

Oppenheimer Europe Ltd.

ABN AMRO Bank N.V. (advisor to the Supervisory Board)

Legal advisors

De Brauw Blackstone Westbroek N.V.

Communications Advisors

Citigate First Financial