

THIS DOCUMENT IS IMPORTANT AND REQUIRES YOUR IMMEDIATE ATTENTION. Part 2 (*Explanatory Statement*) of this document comprises an explanatory statement in compliance with section 897 of the Companies Act 2006. If you are in any doubt as to the action you should take, you are recommended to seek your own professional advice immediately from your stockbroker, bank manager, solicitor, accountant or other independent financial adviser authorised under the Financial Services and Markets Act 2000 (as amended), if you are in the United Kingdom, or from another appropriately authorised independent financial adviser if you are in a territory outside the United Kingdom.

If you have sold or otherwise transferred all of your IndigoVision Shares, please forward this document and the accompanying documents (other than the personalised Forms of Proxy) as soon as possible to the purchaser or transferee, or to the stockbroker, bank or other agent through whom the sale or transfer was effected, for transmission to the purchaser or transferee. However, such documents should not be forwarded or transmitted in or into any jurisdiction in which such act would constitute a violation of the relevant laws in such jurisdiction. If you have sold or transferred only part of your holding of IndigoVision Shares, you should retain these documents and consult the bank, stockbroker or other agent through whom the sale or transfer was effected.

The release, publication or distribution of this document and/or any accompanying documents (in whole or in part) in, into or from jurisdictions other than the United Kingdom may be restricted by the laws of those jurisdictions and therefore persons into whose possession this document and/or any accompanying documents come should inform themselves about and observe any such restrictions. Failure to comply with any such restrictions may constitute a violation of the securities laws of any such jurisdiction.

RECOMMENDED CASH ACQUISITION
of
INDIGOVISION GROUP PLC
by
MOTOROLA SOLUTIONS INTERNATIONAL HOLDING LIMITED
(a wholly owned subsidiary of Motorola Solutions, Inc.)
by means of a scheme of arrangement
under Part 26 of the Companies Act 2006

Shareholders should carefully read the whole of this document in conjunction with the accompanying documents, including the Forms of Proxy. However, your attention is drawn, in particular, to the letter from the Chairman of IndigoVision in Part 1 (*Letter from the Chairman of IndigoVision*) of this document which contains the unanimous recommendation of the IndigoVision Directors to vote in favour of the resolutions to be proposed at the Meetings required to implement the Scheme and a letter from N+1 Singer explaining the Scheme in greater detail, which is set out in Part 2 (*Explanatory Statement*) of this document.

Notices of the Court Meeting and the General Meeting of IndigoVision Shareholders, each of which will be held at Charles Darwin House, Edinburgh Technopole, Milton Bridge, Edinburgh EH26 0PY, United Kingdom on 11 May 2020 are set out in Appendices 8 (*Notice of Court Meeting*) and 9 (*Notice of General Meeting*) to this document, respectively. The Court Meeting will start at 10.00 a.m. and the General Meeting will start at 10.15 a.m. (or as soon thereafter as the Court Meeting has concluded). The action to be taken by IndigoVision Shareholders in relation to the Court Meeting and the General Meeting is set out on pages 2 to 4 of this document. It is important that in relation to the Court Meeting as many votes as possible are cast so that the Court may be satisfied that there is a fair representation of Scheme Shareholders' opinion.

Some words and terms used in this document are defined in Appendix 7 (*Definitions*) to this document. All references to time are to London time unless otherwise stated.

ACTION TO BE TAKEN

For the reasons set out in this document, the IndigoVision Directors unanimously recommend that IndigoVision Shareholders vote in favour of the Scheme at the Court Meeting and that the IndigoVision Shareholders vote in favour of the Special Resolution to be proposed at the General Meeting, as all of the IndigoVision Directors have irrevocably undertaken to do in respect of their own legal and/or beneficial holdings of IndigoVision Shares, and that you take the action described below.

Voting at the Court Meeting and the General Meeting

The Court Meeting and the General Meeting will be held at Charles Darwin House, Edinburgh Technopole, Milton Bridge, Edinburgh EH26 0PY on 11 May 2020 at 10.00 a.m. and 10.15 a.m., respectively (or, in the case of the General Meeting, as soon thereafter as the Court Meeting has concluded).

Please check you have received the following with this document:

- a BLUE Form of Proxy for use in respect of the Court Meeting; and
- a WHITE Form of Proxy for use in respect of the General Meeting.

If you have not received all of the documents relevant to you, please contact Computershare Investor Services PLC on the helpline telephone number indicated on page 4 of this document.

It is important in particular that, in relation to the Court Meeting, as many votes as possible are cast so that the Court may be satisfied that there is a fair representation of opinions of Scheme Shareholders. You are therefore strongly urged to complete, sign and return your Forms of Proxy as soon as possible.

COVID-19: Important Notice

IndigoVision is closely monitoring all developments relating to the current COVID-19 pandemic, including the measures mandated or recommended by the UK and Scottish governments regarding public health, public gatherings and travel. IndigoVision considers the health, safety and security of IndigoVision Shareholders and IndigoVision Group employees of paramount importance, and will observe all measures related to COVID-19 mandated or recommended by the UK or Scottish governments. At the Last Practicable Date, there is a legal prohibition in Scotland on public gatherings of more than two people, subject to two limited exceptions:

- where the gathering is of a group of people who live together; and
- where the gathering is essential for work purposes, or to fulfil legal obligations (the “Public Gathering Restrictions”).

As a result of the Public Gathering Restrictions, the IndigoVision Board understands that attendance at the Meetings would not be considered “essential for work purposes” or required to fulfil legal obligations. As a consequence, the IndigoVision Board has concluded that, unless the Public Gathering Restrictions are lifted, IndigoVision Shareholders should not attend the Meetings in person. It is therefore currently intended that the Meetings will be held with only two members of the IndigoVision Board (who are both IndigoVision Shareholders) being present in person so as to constitute a quorum at each Meeting. In line with the recent guidance issued by The Chartered Governance Institute and reviewed by the UK Department for Business, Energy and Industrial Strategy, to ensure the safety of the limited number of people whose attendance is essential and to comply with the Public Gathering Restrictions, no other IndigoVision Shareholders will be permitted access to the Meetings. Although this outcome is highly undesirable, the IndigoVision Board believes that, in the circumstances, there is no alternative to ensure the health, safety and security of attendees and to allow the business of the Meetings to be transacted in accordance with the Public Gathering Restrictions.

Given the Public Gathering Restrictions, it is essential that IndigoVision Shareholders vote by proxy on the Scheme Resolution and the Special Resolution. Accordingly, the IndigoVision Board urges all IndigoVision Shareholders in the strongest possible terms to appoint the chairman of the Court Meeting and the General Meeting as their proxy (either electronically or by post through

the printed Forms of Proxy) with their voting instructions. The failure of an IndigoVision Shareholder to do so, in the absence of any intervening change to the Public Gathering Restrictions, will result in that IndigoVision Shareholder being unable to vote on either the Scheme Resolution or the Special Resolution.

IndigoVision Shareholders should also be aware that, in relation to the printed Forms of Proxy, Royal Mail has indicated that it is likely that some areas of the country will experience a reduction in service levels due to absences at their local mail centre or delivery office due to the COVID-19 pandemic. Accordingly, in order to ensure that your vote on the Scheme Resolution and the Special Resolution is registered and counted, the IndigoVision Board recommends that:

- if possible, voting by proxy should be undertaken online or, for eligible IndigoVision Shareholders, through CREST in the manner described below under the headings “Online appointment of proxies” and “Electronic appointment of proxies through CREST”; and
- if voting by proxy is undertaken through submission of the printed Forms of Proxy, these Forms of Proxy should be completed and sent to the Company’s registrar, Computershare Investor Services PLC, as soon as possible.

The Company will continue to monitor the advice issued by the UK Government and will make further arrangements and contingencies as necessary. The Company will provide any updates on the arrangements for the Meetings on its website at www.indigovision.com/investors.

Sending Forms of Proxy by post

Notwithstanding the IndigoVision Board’s recommendation to vote by proxy online or through CREST, if you intend to appoint your proxy by post, please complete the enclosed Forms of Proxy and return them in accordance with the instructions printed on them so as to be received by post by IndigoVision’s registrar, Computershare Investor Services PLC, The Pavilions, Bridgwater Road, Bristol BS99 6ZY by no later than:

BLUE Forms of Proxy for the Court Meeting **10.00 a.m. on 6 May 2020**

WHITE Forms of Proxy for the General Meeting **10.15 a.m. on 6 May 2020**

(or, in the case of an adjournment of either Meeting, not later than 48 hours (excluding any part of a day that is not a working day) before the time and date fixed for the holding of the adjourned Meeting).

Returning the Forms of Proxy will enable your votes to be counted at the Meetings in the event of your absence. If the BLUE Form of Proxy for use at the Court Meeting is not lodged by 10.00 a.m. on 6 May 2020, it will be invalid. Similarly, if the WHITE Form of Proxy for use at the General Meeting is not lodged by 10.15 a.m. on 6 May 2020, it will be invalid.

Shareholders are entitled to appoint a proxy in respect of some or all of their IndigoVision Shares. Shareholders are also entitled to appoint more than one proxy. A space has been included in the Forms of Proxy for both the Court Meeting and the General Meeting to allow Shareholders entitled to attend and vote at the relevant Meeting to specify the number of IndigoVision Shares in respect of which that proxy is appointed. Shareholders who return a Form of Proxy duly executed but leave this space blank will be deemed to have appointed the proxy in respect of all of their IndigoVision Shares.

Shareholders who wish to appoint more than one proxy in respect of their shareholding should contact Computershare Investor Services PLC for further Forms of Proxy or photocopy the Forms of Proxy, as required.

Online appointment of proxies

As an alternative to completing and returning the printed Forms of Proxy, the IndigoVision Board recommends that you register the appointment of a proxy electronically by logging on to the following website: www.investorcentre.co.uk/eproxy. To use this service, you will need your Control Number, Shareholder Reference Number and PIN printed on the accompanying Form of Proxy. Full details of the procedure are given on the website mentioned above. For an electronic proxy appointment to be valid, the appointment must be received by Computershare Investor Services PLC no later than 10.00 a.m. on 6 May 2020 for the Court Meeting and no later than 10.15 a.m. on 6 May 2020 for the General Meeting.

Electronic appointment of proxies through CREST

To appoint one or more proxies or to give an instruction to a proxy (whether previously appointed or otherwise) via the CREST system, CREST messages must be received by the Company's registrar, Computershare Investor Services PLC (participant ID 3RA50), not later than 10.00 a.m. on 6 May 2020 in the case of the Court Meeting and by 10.15 a.m. on 6 May 2020 in the case of the General Meeting (or, in the case of any adjournment, not later than 48 hours (excluding any part of a day that is not a working day) before the time fixed for the holding of the adjourned Meeting). For this purpose, the time of receipt will be taken to be the time (as determined by the time stamp applied to the message by the CREST Application Host) from which the issuer's agent is able to retrieve the message by enquiry to CREST in the manner prescribed by CREST. In order for a CREST proxy instruction to be valid, the appropriate CREST message must be properly authenticated in accordance with Euroclear's specifications and must contain the information required for such instructions, as described in the CREST Manual (available via www.euroclear.com/CREST).

CREST members and, where applicable, their CREST sponsors or voting service providers, should note that Euroclear does not make available special procedures in CREST for any particular message. Normal system timings and limitations will, therefore, apply in relation to the input of CREST proxy instructions. It is the responsibility of the CREST member concerned to take (or, if the CREST member is a CREST personal member, or sponsored member, or has appointed a voting service provider, to procure that his CREST sponsor or voting service provider(s) take(s)) such action as shall be necessary to ensure that a message is transmitted by means of the CREST system by any particular time. CREST members and, where applicable, their CREST sponsors or voting system provider(s), are referred, in particular, to those sections of the CREST Manual concerning practical limitations of the CREST system and timings.

The Company may treat as invalid a proxy appointment sent by CREST in the circumstances set out in Regulation 35(5)(a) of the Regulations.

IndigoVision Shareholder Helpline

If you have any questions relating to this document, the Meetings, the appointment of proxies online or the completion and return of the printed Forms of Proxy, please telephone Computershare Investor Services PLC between 8.30 a.m. and 5.30 p.m. (London time), Monday to Friday (except UK public holidays) 0370 707 1088 or on +44 (0) 370 707 1088 if calling from outside the UK. Calls to the 0370 707 1088 number from within the UK cost the same as calls to a national landline and may be included in your call package. Calls to the helpline from outside the UK will be charged at applicable international rates. Different charges may apply to calls from mobile telephones and calls may be recorded and randomly monitored for security and training purposes. The helpline cannot provide advice on the merits of the Acquisition nor give any financial, legal or tax advice.

IMPORTANT NOTICES

Neither this document nor the accompanying documents constitute an offer or an invitation to purchase or subscribe for any securities or a solicitation of an offer to buy any securities pursuant to these documents or otherwise in any jurisdiction in which such offer, invitation or solicitation is unlawful.

The release, publication or distribution of this document and the accompanying documents in jurisdictions other than the United Kingdom may be restricted by the laws of those jurisdictions and therefore persons into whose possession this document and/or the accompanying documents comes should inform themselves about and observe any such restrictions. Failure to comply with any such restrictions may constitute a violation of the securities laws of any such jurisdiction. This document and the accompanying documents have been prepared for the purpose of complying with Scots law, the Code, the AIM Rules and other UK disclosure requirements, and the information disclosed may not be the same as that which would have been disclosed if this document and/or the accompanying documents had been prepared in accordance with the laws of jurisdictions outside the UK.

Overseas Shareholders should refer to paragraph 14 of Part 2 (*Explanatory Statement*) of this document in respect of the implications of the Scheme on their holdings of IndigoVision Shares.

The statements contained in this document are made as at the stated date of this document, unless some other time is specified in relation to them. Service of this document shall not give rise to any implication that there has been no change in the facts set forth in this document since the date of this document. Nothing contained in this document shall be deemed to be a forecast, projection or estimate of the future financial performance of IndigoVision or Bidco.

N+1 Singer, which is authorised and regulated in the United Kingdom by the Financial Conduct Authority, is acting exclusively as financial adviser and corporate broker to IndigoVision in connection with the Acquisition and no one else and will not be responsible to anyone other than IndigoVision for providing the protections afforded to the clients of N+1 Singer nor for providing advice in relation to the Acquisition or any other matter referred to in this document.

finnCap, which is authorised and regulated in the United Kingdom by the Financial Conduct Authority, is acting exclusively as financial adviser to Bidco and Motorola Solutions in connection with the Acquisition and no one else and will not be responsible to anyone other than Bidco and Motorola Solutions for providing the protections afforded to clients of finnCap nor for providing advice in relation to the Acquisition or any other matter referred to in this document.

No person should consider the contents of this document as legal, financial or tax advice but should consult their own advisers in connection with the matters contained in this document.

NOTICE TO US HOLDERS OF INDIGOVISION SHARES

This document is not an offer of securities for sale in the United States.

IndigoVision Shareholders in the United States should note that the Acquisition relates to the securities of a company organised under the laws of Scotland and is proposed to be effected by means of a scheme of arrangement under the Companies Act. This document has been prepared in accordance with Scots law, the Code, the AIM Rules and UK disclosure requirements, format and style applicable to a scheme of arrangement, all of which differ from those in the United States. A transaction effected by means of a scheme of arrangement is not subject to the tender offer rules or the proxy solicitation rules under the US Exchange Act. Accordingly, the Acquisition is subject to the disclosure requirements of and practices applicable in the United Kingdom under the Code to schemes of arrangement, which differ from the disclosure requirements of the United States tender offer and proxy solicitation rules. However, Motorola Solutions and Bidco reserve the right to implement the Acquisition by means of a Takeover Offer as an alternative to a scheme of arrangement. If Motorola Solutions and Bidco elect, subject to the consent of the Panel, to implement the Acquisition by means of a Takeover Offer, the Takeover Offer will be made in compliance with applicable laws and regulations, including US securities laws to the extent applicable.

The information contained in this document has neither been approved nor disapproved by the US Securities and Exchange Commission, any state securities commission in the United States or any other US regulatory authority, nor have such authorities passed upon the fairness or merits of the proposal contained in this document or determined the adequacy or accuracy of the information contained herein. Any representation to the contrary is a criminal offence in the United States.

The financial information relating to IndigoVision included in this document has been prepared in accordance with International Financial Reporting Standards and may not be comparable to financial statements of companies in the United States or other companies whose financial statements are prepared in accordance with US generally accepted accounting principles. US generally accepted principals differ in certain respects from International Financial Reporting Standards. None of the financial information in this document has been audited in accordance with the auditing standards generally accepted in the US or the auditing standards of the Public Company Accounting Oversight Board of the US.

It may be difficult for US holders of IndigoVision Shares to enforce their rights and any claims they may have arising under US federal securities laws in connection with the Acquisition, since IndigoVision is organised under the laws of a country other than the United States, some or all of its officers and directors are residents of countries other than the United States, and most of the assets of IndigoVision are located outside of the United States. US holders of IndigoVision Shares may not be able to sue a non-US company or its officers or directors in a non-US court for violations of US federal securities laws. Further, it may be difficult to compel a non-US company and its affiliates to subject themselves to a US court's jurisdiction or judgment.

The receipt of cash pursuant to the Acquisition by an IndigoVision Shareholder in the United States as consideration for the transfer of its IndigoVision Shares pursuant to the Scheme will likely be a taxable transaction for United States federal income tax purposes and under any applicable United States state and local income tax laws. Each IndigoVision Shareholder in the United States is urged to consult its independent professional tax or legal adviser immediately regarding the US federal, state and local income and non-income tax consequences of the Acquisition applicable to it as well as any consequences arising under the laws of any other taxing jurisdiction.

In accordance with normal UK practice and consistent with Rule 14e-5(b) under the US Exchange Act, Bidco, certain affiliated companies and their nominees or brokers (acting as agents) may make certain purchases of, or arrangements to purchase, shares in IndigoVision outside such a Takeover Offer during the period in which such a Takeover Offer would remain open for acceptance. If such purchases or arrangements to purchase were to be made, they would occur outside the US either in the open market at prevailing prices or in private transactions at negotiated prices and would comply with applicable law, including to the extent applicable, the US Exchange Act and the Code. Any information about such purchases or arrangements to purchase will be disclosed as required in the United Kingdom, will be reported to a Regulatory Information Service of the London Stock Exchange and will be available on the London Stock Exchange website at <http://www.londonstockexchange.com/prices-and-news/prices-news/home.htm>. This information will be publicly disclosed in the US to the extent that such information is made public in the UK.

CAUTIONARY NOTE REGARDING FORWARD-LOOKING STATEMENTS

This document contains certain statements in relation to Motorola Solutions, Bidco and IndigoVision that are, or may be deemed to be, "forward-looking statements" which are prospective in nature. All statements, other than statements of historical fact, are or may be deemed to be forward-looking statements. Forward-looking statements are based on current expectations and projections about future events and are therefore subject to known and unknown risks and uncertainties that could cause actual results, performance or events to differ materially from the future results, performance or events expressed or implied by the forward-looking statements. Often, but not always, forward-looking statements can be identified by the use of forward-looking words such as "plans", "expects", "is expected", "is subject to", "budget", "scheduled", "estimates", "forecasts", "intends", "anticipates", "believes", "targets", "aims", "projects", "goal", "objective", "outlook", "risks", "seeks" or words or terms of similar substance or the negative thereof, as well as variations of such words and phrases or statements that certain actions, events or results "may", "could", "should", "would", "might", "probably" or "will" be taken, occur or be achieved. Such statements are qualified in their entirety by the inherent risks and uncertainties surrounding future expectations.

Such forward-looking statements involve risks and uncertainties that could significantly affect expected results and are based on certain key assumptions. Many factors could cause actual results to differ materially from those projected or implied in any forward-looking statements. Due to such uncertainties and risks, readers are cautioned not to place undue reliance on such forward-looking statements, which speak only as of the date of this document. Each of Motorola Solutions, Bidco and IndigoVision and their respective members, directors, officers, employees, advisers and any person acting on behalf of one or more of them expressly disclaims any intention or obligation to update or revise any forward-looking or other statements contained in this document, whether as a result of new information, future events or otherwise, except as required by applicable law. None of Motorola Solutions, Bidco and IndigoVision nor their respective members, directors, officers or employees, advisers or any person acting on their behalf, provides any representation, assurance or guarantee that the occurrence of the events expressed or implied in any forward-looking statements in this document will actually occur.

No forward-looking or other statements have been reviewed by the auditors of Motorola Solutions, Bidco or IndigoVision. All subsequent oral or written forward-looking statements attributable to Motorola Solutions, Bidco or IndigoVision or their respective members, directors, officers, advisers or employees or any person acting on their behalf are expressly qualified in their entirety by the cautionary statements above.

NO PROFIT FORECASTS OR ESTIMATES

Nothing in this document is intended to be a profit forecast or profit estimate and the statements in this document should not be interpreted to mean that the earnings per Bidco Share or IndigoVision Share for the current or future financial periods will necessarily match or exceed those for the relevant preceding financial period.

DISCLOSURE OF DEALINGS

Disclosure requirements of the Code

Under Rule 8.3(a) of the Code, any person who is interested in 1 per cent. or more of any class of relevant securities of an offeree company or of any securities exchange offeror (being any offeror other than an offeror in respect of which it has been announced that its offer is, or is likely to be, solely in cash) must make an Opening Position Disclosure following the commencement of the offer period and, if later, following the announcement in which any securities exchange offeror is first identified. An Opening Position Disclosure must contain details of the person's interests and short positions in, and rights to subscribe for, any relevant securities of each of (i) the offeree company and (ii) any securities exchange offeror(s). An Opening Position Disclosure by a person to whom Rule 8.3(a) applies must be made by no later than 3.30 p.m. (London time) on the 10th business day following the commencement of the offer period and, if appropriate, by no later than 3.30 p.m. (London time) on the 10th business day following the announcement in which any securities exchange offeror is first identified. Relevant persons who deal in the relevant securities of the offeree company or of a securities exchange offeror prior to the deadline for making an Opening Position Disclosure must instead make a Dealing Disclosure.

Under Rule 8.3(b) of the Code, any person who is, or becomes, interested in 1 per cent. or more of any class of relevant securities of the offeree company or of any securities exchange offeror must make a Dealing Disclosure if the person deals in any relevant securities of the offeree company or of any securities exchange offeror. A Dealing Disclosure must contain details of the dealing concerned and of the person's interests and short positions in, and rights to subscribe for, any relevant securities of each of (i) the offeree company and (ii) any securities exchange offeror(s), save to the extent that these details have previously been disclosed under Rule 8. A Dealing Disclosure by a person to whom Rule 8.3(b) applies must be made by no later than 3.30 p.m. (London time) on the business day following the date of the relevant dealing.

If two or more persons act together pursuant to an agreement or understanding, whether formal or informal, to acquire or control an interest in relevant securities of an offeree company or a securities exchange offeror, they will be deemed to be a single person for the purpose of Rule 8.3.

Opening Position Disclosures must also be made by the offeree company and by any offeror and Dealing Disclosures must also be made by the offeree company, by any offeror and by any persons acting in concert with any of them (see Rules 8.1, 8.2 and 8.4).

Details of the offeree and offeror companies in respect of whose relevant securities Opening Position Disclosures and Dealing Disclosures must be made can be found in the Disclosure Table on the Takeover Panel's website at www.thetakeoverpanel.org.uk, including details of the number of relevant securities in issue, when the offer period commenced and when any offeror was first identified. You should contact the Panel's Market Surveillance Unit on +44 (0)20 7638 0129 if you are in any doubt as to whether you are required to make an Opening Position Disclosure or a Dealing Disclosure.

PUBLICATION ON WEBSITE AND AVAILABILITY OF HARD COPIES

Pursuant to Rule 26.1 of the Code, a copy of this document will be made available (subject to certain restrictions relating to persons resident in Restricted Jurisdictions), free of charge, on www.motorolasolutions.com/investors and www.indigovision.com/investors no later than 12 noon (London time) on the Business Day following this publication of this document. Save as expressly referred to in this document, the contents of these websites are not incorporated into, and do not form part of, this document.

If you have received this document electronically, you may in accordance with Rule 30.3 of the Code request a hard copy, free of charge. Requests should be made by email to ir@indigovision.com or by telephone to +44 (0) 131 475 7229. You may also request that all future documents, announcements and information to be sent to you in relation to the Acquisition should be in hard copy form. If you are requesting a hard copy of any document, you must supply an address to which the hard copy can be sent.

ELECTRONIC COMMUNICATIONS

Please be aware that addresses, electronic addresses and certain other information provided by IndigoVision Shareholders, persons with information rights and other relevant persons in connection with the receipt of communications from IndigoVision may be provided to Motorola Solutions or Bidco during the Offer Period as required under Section 4 of Appendix 4 of the Code to comply with Rule 2.11(c) of the Code.

ROUNDING

Certain figures included in this document have been subject to rounding adjustments. Accordingly, figures shown for the same category presented in different tables may vary slightly and figures shown as totals in certain tables may not be an arithmetic aggregation of the figures that precede them.

The date of publication of this document is 14 April 2020.

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EXPECTED TIMETABLE OF PRINCIPAL EVENTS

<i>Event</i>	<i>Time/date</i>
Latest time for lodging BLUE Form of Proxy for the Court Meeting	10.00 a.m. on 6 May 2020
Latest time for lodging WHITE Form of Proxy for the General Meeting	10.15 a.m. on 6 May 2020
Voting Record Time for the Court Meeting and the General Meeting	6.00 p.m. on 9 May 2020
Court Meeting	10.00 a.m. on 11 May 2020
General Meeting	10.15 a.m. on 11 May 2020

The dates and times below are indicative only and subject to change – please see note (4)

Court Hearing (to sanction the Scheme)	D
Last day of dealings in, and for registration of transfers of, and disablement in CREST of, IndigoVision Shares	D+1
Scheme Record Time	6.00 p.m. on D+1
Suspension of trading of IndigoVision Shares on AIM	close of business on D+1
Effective Date of the Scheme	D+2
Cancellation of admission of IndigoVision Shares to trading on AIM	7.00 a.m. on D+3
Dispatch of cheques and crediting of CREST stock accounts for the Cash Consideration due under the Scheme	No later than D+16
Long Stop Date	31 August 2020

Notes:

- (1) The BLUE Forms of Proxy must be lodged by 10.00 a.m. on 6 May 2020 in order to be valid (or, in the case of an adjournment, not later than 48 hours (excluding any part of a day that is not a working day) before the time fixed for the holding of the adjourned Court Meeting). The WHITE Forms of Proxy for the General Meeting must be lodged by 10.15 a.m. on 6 May 2020 in order to be valid (or, in the case of an adjournment, not later than 48 hours (excluding any part of a day that is not a working day) before the time fixed for the holding of the adjourned General Meeting).
- (2) If either the Court Meeting or the General Meeting is adjourned, the Voting Record Time for the adjourned Meeting will be 6.00 p.m. on the date two days before the date set for the adjourned Meeting. In the event of an adjournment of the Court Hearing or the General Meeting, or a decision by the IndigoVision Board to propose such an adjournment, IndigoVision will give notice promptly by issuing an announcement through a Regulatory Information Service. If the Meeting is adjourned to a specified date, the announcement will set out the relevant details. If the Meeting is adjourned without at the same time specifying a date for the adjourned meeting, a further announcement will be issued when the new date has been set.
- (3) In the event that the Court Meeting concludes after 10.15 a.m. on 11 May 2020, the General Meeting will follow as soon as possible thereafter.
- (4) These dates and times will depend, among other things, on the date on which the Court sanctions the Scheme, on whether or when the Conditions are satisfied or, where applicable, waived and on the date of delivery of the office copy of the Court Order to the Registrar of Companies.
- (5) The Court Hearing to sanction the Scheme is subject to change and Court and judicial availability. Subject to the preceding sentence, the Court Hearing is currently expected to be held on or around 12 June 2020.
- (6) This is the latest date by which the Scheme must be implemented unless IndigoVision and Bidco agree on a later date, subject to the consent of the Panel and, where required, the approval of the Court.
- (7) Unless otherwise stated, all references to times are to London time.
- (8) Any references to 'D' or to a day or days after 'D' are references to a Business Day.

If any of the indicative dates change or, in the case of the Court Hearing, become known, IndigoVision will give notice of the same by issuing an announcement through a Regulatory Information Service and by publishing the announcement on its website at www.indigovision.com/investors.

PART 1

LETTER FROM THE CHAIRMAN OF INDIGOVISION

IndigoVision Group plc

(Registered in Scotland No. SC208809)

Directors:

Max Thowless-Reeves (*Chairman*)
Vikki Macleod (*Independent Non-Executive Director*)
George Elliott (*Independent Non-Executive Director*)
Pedro Simoes (*Chief Executive Officer*)
Chris Lea (*Chief Financial Officer and Company Secretary*)

Charles Darwin House
Edinburgh Technopole
Milton Bridge
Edinburgh EH26 0PY

14 April 2020

To all Shareholders and, for information only, to holders of awards or options under the IndigoVision Share Plans

Dear Shareholder

RECOMMENDED CASH ACQUISITION OF INDIGOVISION BY BIDCO

1. Introduction

On 17 March 2020, the boards of Motorola Solutions, Bidco and IndigoVision announced that they had reached agreement on the terms of a recommended cash acquisition by Bidco of the entire issued and to be issued share capital of IndigoVision, to be effected by Court-sanctioned scheme of arrangement between IndigoVision and its shareholders under Part 26 of the Companies Act 2006.

I am now writing to you to explain the background to, and terms of, the Acquisition, and to explain why the IndigoVision Directors are unanimously recommending that you vote in favour of the Scheme and the Resolutions to be proposed at the Meetings required to implement the Scheme.

Further details of the Acquisition are set out in the Explanatory Statement from N+1 Singer, the financial adviser to IndigoVision for the purposes of Rule 3 of the Code, contained in Part 2 (*Explanatory Statement*) of this document. This document also contains notices of the Meetings at which the Resolutions required to implement the Acquisition will be proposed to IndigoVision Shareholders.

I also draw your attention to pages 2 to 4 of this document, which set out details of the actions you should take in order to approve the Scheme and vote at the Meetings.

2. Summary of the Acquisition

The Acquisition is proposed to be implemented by means of a Court-sanctioned scheme of arrangement between IndigoVision and the Scheme Shareholders under Part 26 of the Companies Act, although Bidco and Motorola Solutions may, with the consent of the Panel, elect to implement the Acquisition by way of a Takeover Offer.

Details of the Scheme are set out in Part 3 (*The Scheme of Arrangement*) of this document. The Scheme is subject to the Conditions and further terms set out in Appendix 1 (*Conditions and certain further terms of the Acquisition*) to this document. Under the terms of the Scheme, it is proposed that Scheme Shareholders on the register of members of IndigoVision at the Scheme Record Time will receive:

for each Scheme Share

405 pence in cash

Based on such 405 pence per IndigoVision Share value, the Acquisition terms represent a premium of approximately:

- 129 per cent. to the Closing Price of 177.0 pence per IndigoVision Share on 16 March 2020 (being the last Business Day prior to the commencement of the Offer Period);
- 110 per cent. to the price of 193.1 pence per IndigoVision Share (being the average Closing Price for the three-month period ending on 16 March 2020, being the last Business Day prior to the commencement of the Offer Period); and
- 116 per cent. to the price of 187.9 pence per IndigoVision Share (being the average Closing Price for the 12-month period ending on 16 March 2020, being the last Business Day prior to the commencement of the Offer Period).

The total aggregate payment under the Acquisition values the Fully Diluted Share Capital of IndigoVision at approximately £30.4 million (approximately US\$37.2 million).

If the Scheme becomes effective, all of the Scheme Shares will be transferred to Bidco and IndigoVision will accordingly become a wholly-owned subsidiary of Bidco.

3. Approval of the Scheme by Shareholders and Sanction of the Scheme by the Court

The Scheme requires the approval of Scheme Shareholders at the Court Meeting and of IndigoVision Shareholders at the General Meeting, of which notices are set out in Appendices 8 (*Notice of Court Meeting*) and 9 (*Notice of General Meeting*) to this document, as well as the sanction of the Court at the Court Hearing. The Court Meeting has been convened for 10.00 a.m. on 11 May 2020 and the General Meeting has been convened for 10.15 a.m. (or as soon thereafter as the Court Meeting has concluded) on the same day. The date of the Court Hearing is subject to confirmation by the Court but is currently expected to be held on or around 12 June 2020.

If the Scheme becomes effective, it will be binding on all Scheme Shareholders irrespective of whether or not they attended the Court Meeting or the General Meeting or voted in favour of the Resolutions at those Meetings. Further details of the Scheme are set out in paragraph 7 of Part 2 (*Explanatory Statement*) and Part 3 (*The Scheme of Arrangement*) of this document.

4. Background to and reasons for the recommendation by the IndigoVision Board

In recent years, IndigoVision has undertaken a significant process of restructuring and repositioning the IndigoVision Group for improved financial and operational performance, and for growth. This began in 2018 with the restructure of IndigoVision's global sales team and expansion of its sales channel, targeting of markets with the potential to drive increased revenue and building long-lasting partnerships with end-users and system integrators. The goal for 2019, as recently reported, was to improve customer experience and drive efficiency in product development as well as a focus on seeking to accelerate new product introductions in both software and hardware categories.

These structural changes and strategic progress drove a year of solid financial delivery in 2019, with IndigoVision reporting an improvement in revenue to US\$50.2 million (2018: US\$46.0 million) and a move into profitability for the first time in several years, with adjusted EBITDA of US\$3.3 million (2018: US\$0.3 million) and reported profit before tax of US\$1.3 million (2018: loss before tax of US\$0.6 million). In 2019, IndigoVision also completed its first ever acquisition, of AgoraSys, a Portuguese spinout from the University of Lisbon, a provider of a unified "command and control" software platform that integrates different security systems from multiple vendors, including IndigoVision's Control Center video management software.

Moving forward, the IndigoVision Group's stated strategy is to become a provider of next generation end-to-end video security management solutions that deliver safety, security and business intelligence, providing an elegant, effective and dynamic solution for its customers. The IndigoVision Directors believe that the Acquisition will provide the IndigoVision Group with the support and resources to accelerate its strategy whilst also providing access to Motorola Solutions' range of innovative technologies and technical expertise to advance the IndigoVision Group's software development. The IndigoVision Directors also

consider that the Acquisition will provide IndigoVision with improved access to the US market in a way that would not otherwise have been available to it as an independent business.

In considering the merits of the Acquisition, the IndigoVision Directors have also taken into account the following factors:

- Although the IndigoVision Directors are particularly encouraged by the turnaround in financial performance, as demonstrated in IndigoVision's results for the year ended 31 December 2019, driven by operational enhancements, improved execution and cost control, there remains execution risk for IndigoVision in pursuing an independent strategy;
- The IndigoVision Directors note Motorola Solutions' commitment to employee retention and investment in Motorola Solutions' video offering, as enlarged by IndigoVision's product portfolio, coupled with the added benefit of access to substantial resources that comes with being part of a much larger global enterprise, particularly Motorola Solutions' sales and marketing and support functions;
- Through the Acquisition, it is intended that IndigoVision will introduce Motorola Solutions' hardware and software to IndigoVision's product portfolio providing a broader product offering to IndigoVision's existing customers;
- Although IndigoVision has made progress in recent years in limiting its exposure to China as it sought to diversify its supplier base, China remains a key part of IndigoVision's supply chain. This exposure presents risks associated in the short-term with the COVID-19 pandemic currently affecting the region and, in the longer-term, with international trade and tariffs, particularly in the United States, a key region for IndigoVision as it expands, in light of the recently introduced National Defence Authorization Act ("NDAA"). The NDAA prohibits certain Chinese manufacturers from supplying goods, directly or otherwise, to US government organisations and while IndigoVision has been able to find a compromise solution, the expectation is that this legislation will become more prohibitive and wider in scope as it develops. As part of the Acquisition, it is intended that IndigoVision would utilise Motorola Solutions' supply chain, significantly reducing supply chain risk and serving to support IndigoVision's US operations;
- Trading in the IndigoVision Shares is relatively thin, with an average daily volume over the 12 months to 31 December 2019 of less than 6,000 IndigoVision Shares and as such, IndigoVision's share price is relatively volatile. Furthermore, the IndigoVision Directors do not consider that IndigoVision's share price prior to the Announcement reflected IndigoVision's improved trading performance or its significant strategic opportunity. As a result, the IndigoVision Directors do not consider that IndigoVision is able to use its AIM admission to its full advantage, and consider that the ongoing administrative costs of maintaining such admission are disproportionate to its benefits; and
- The Acquisition value provides an opportunity for IndigoVision Shareholders to realise their investment for cash at a price that represents an attractive premium of 129 per cent. over the Closing Price of 177 pence per IndigoVision Share on 16 March 2020, the last Business Day prior to commencement of the Offer Period.

Accordingly, taking into account the factors outlined above, the IndigoVision Directors believe that IndigoVision Shareholders should have the opportunity to realise in full and in cash their investment in IndigoVision on the attractive terms proposed by Motorola Solutions.

5. Irrevocable undertakings

Bidco has received irrevocable undertakings to vote in favour of the Scheme at the Court Meeting and the Special Resolution to be proposed at the General Meeting (or, if Motorola Solutions and Bidco exercise, with the consent of the Panel, their right to implement the Acquisition by way of a Takeover Offer, to accept such Takeover Offer) from:

- each of the IndigoVision Directors amounting, in aggregate, to 254,989 IndigoVision Shares, representing in aggregate approximately 3.5 per cent. of IndigoVision's existing issued share capital (excluding all Treasury Shares) as at the Last Practicable Date; and
- certain other IndigoVision Shareholders amounting, in aggregate, to 4,147,212 IndigoVision Shares, representing in aggregate approximately 56.5 per cent. of IndigoVision's existing issued share capital (excluding all Treasury Shares) as at the Last Practicable Date.

Therefore, in aggregate Bidco has received irrevocable undertakings in respect of 4,402,201 IndigoVision Shares, representing, in aggregate, approximately 60 per cent. of IndigoVision's existing issued share capital (excluding all Treasury Shares) as at the Last Practicable Date.

Further details of these irrevocable undertakings, including the conditions attached to them, are set out in paragraph 8 of Part 2 (*Explanatory Statement*) of this document. Copies of the irrevocable undertakings are also available for viewing on IndigoVision's website at www.indigovision.com/investors and on Motorola Solutions' website at www.motorolasolutions.com/investors up to and including the Effective Date or the date that the Scheme lapses or is withdrawn, whichever is the earlier.

6. IndigoVision Share Plans

The Acquisition will have an impact on participants in the IndigoVision Share Plans, further details of which are set out in paragraph 15 of Part 2 (*Explanatory Statement*) of this document.

7. Cancellation of Trading of IndigoVision Shares

The attention of IndigoVision Shareholders is drawn to paragraph 13 of Part 2 (*Explanatory Statement*) of this document in relation to IndigoVision's intentions regarding cancellation of the trading of IndigoVision Shares on AIM.

8. United Kingdom taxation

Your attention is drawn to Appendix 4 (*Taxation*) to this document. **If you are in any doubt as to your tax position or you are resident in or subject to taxation in a jurisdiction outside the UK, you should consult your independent professional adviser immediately.**

9. Overseas shareholders

Overseas Shareholders should refer to paragraph 14 of Part 2 (*Explanatory Statement*) of this document.

10. Actions to be taken

Your attention is drawn to pages 2 to 4 of this document and to paragraph 20 of Part 2 (*Explanatory Statement*) of this document, which explain the actions IndigoVision Shareholders should take with respect to voting on the Acquisition at the Meetings.

It is important in particular that, in relation to the Court Meeting, as many votes as possible are cast so that the Court may be satisfied that there is a fair representation of the opinions of Scheme Shareholders.

COVID-19: Important Notice

IndigoVision is closely monitoring all developments relating to the current COVID-19 pandemic, including the measures mandated or recommended by the UK and Scottish governments regarding public health, public gatherings and travel. IndigoVision considers the health, safety and security of IndigoVision Shareholders and IndigoVision Group employees of paramount importance, and will observe all measures related to COVID-19 mandated or recommended by the UK or Scottish governments. At the Last Practicable Date, there is a legal prohibition in Scotland on public gatherings of more than two people, subject to two limited exceptions:

- where the gathering is of a group of people who live together; and
- where the gathering is essential for work purposes, or to fulfil legal obligations (the "Public Gathering Restrictions").

As a result of the Public Gathering Restrictions, the IndigoVision Board understands that attendance at the Meetings would not be considered "essential for work purposes" or required to fulfil legal obligations. As a consequence, the IndigoVision Board has concluded that, unless the Public Gathering Restrictions are lifted, IndigoVision Shareholders should not attend the Meetings in person. It is therefore currently intended that the Meetings will be held with only two members of the IndigoVision Board (who are both IndigoVision Shareholders) being present in

person so as to constitute a quorum at each Meeting. In line with the recent guidance issued by The Chartered Governance Institute and reviewed by the UK Department for Business, Energy and Industrial Strategy, to ensure the safety of the limited number of people whose attendance is essential and to comply with the Public Gathering Restrictions, no other IndigoVision Shareholders will be permitted access to the Meetings. Although this outcome is highly undesirable, the IndigoVision Board believes that, in the circumstances, there is no alternative to ensure the health, safety and security of attendees and to allow the business of the Meetings to be transacted in accordance with the Public Gathering Restrictions.

Given the Public Gathering Restrictions, it is essential that IndigoVision Shareholders vote by proxy on the Scheme Resolution and the Special Resolution. Accordingly, the IndigoVision Board urges all IndigoVision Shareholders in the strongest possible terms to appoint the chairman of the Court Meeting and the General Meeting as their proxy (either electronically or by post through the printed Forms of Proxy) with their voting instructions. The failure of an IndigoVision Shareholder to do so, in the absence of any intervening change to the Public Gathering Restrictions, will result in that IndigoVision Shareholder being unable to vote on either the Scheme Resolution or the Special Resolution.

IndigoVision Shareholders should also be aware that, in relation to the printed Forms of Proxy, Royal Mail has indicated that it is likely that some areas of the country will experience a reduction in service levels due to absences at their local mail centre or delivery office due to the COVID-19 pandemic. Accordingly, in order to ensure that your vote on the Scheme Resolution and the Special Resolution is registered and counted, the IndigoVision Board recommends that:

- if possible, voting by proxy should be undertaken online or, for eligible IndigoVision Shareholders, through CREST in the manner described below under the headings “Online appointment of proxies” and “Electronic appointment of proxies through CREST”; and
- if voting by proxy is undertaken through submission of the printed Forms of Proxy, these Forms of Proxy should be completed and sent to the Company’s registrar, Computershare Investor Services PLC, as soon as possible.

The Company will continue to monitor the advice issued by the UK Government and will make further arrangements and contingencies as necessary. The Company will provide any updates on the arrangements for the Meetings on its website at www.indigovision.com/investors.

Details relating to settlement are included in paragraph 17 of Part 2 (*Explanatory Statement*) of this document.

11. Further information

You should ensure that you read the remainder of this document, including the letter from IndigoVision’s financial adviser, N+1 Singer, contained in Part 2 (*Explanatory Statement*) of this document. Please note that the information contained in this letter is in summary form only and reading this letter is not a substitute for reading the remainder of this document.

12. Recommendation

The IndigoVision Directors, who have been so advised by N+1 Singer as to the financial terms of the Acquisition, consider the terms of the Acquisition to be fair and reasonable. N+1 Singer are providing independent financial advice to the IndigoVision Directors for the purposes of Rule 3 of the Code and, in providing such advice, have taken into account the commercial assessments of the IndigoVision Directors.

Accordingly, the IndigoVision Directors believe that the terms of the Acquisition are in the best interests of Shareholders as a whole and recommend unanimously that Shareholders vote or procure votes in favour of the Resolutions to be proposed at the Court Meeting and the General Meeting, as the IndigoVision Directors have irrevocably undertaken to do (or procure to be done) in respect of their own beneficial holdings of 254,989 IndigoVision Shares (representing, in aggregate, approximately 3.5 per cent. of the IndigoVision Shares in issue (excluding all Treasury Shares) on the Last Practicable Date). Further details of these irrevocable undertakings are contained in Appendix 5 (*Additional information*) of this document.

A handwritten signature in dark ink that reads "Max Thowless-Reeves". The signature is written in a cursive, slightly slanted style.

Yours faithfully

Max Thowless-Reeves

Chairman

PART 2

EXPLANATORY STATEMENT

(in compliance with section 897 of the Companies Act 2006)

N+1 SINGER

Nplus1 Singer Advisory LLP
One Bartholomew Lane
London, EC2N 2AX

14 April 2020

To all Shareholders and, for information only, to holders of options or awards under the IndigoVision Share Plans

Dear Shareholder

RECOMMENDED CASH ACQUISITION OF INDIGOVISION BY BIDCO

1. Introduction

On 17 March 2020, the boards of Motorola Solutions, Bidco and IndigoVision announced that they had reached agreement on the terms of proposals for the acquisition by Bidco of the entire issued and to be issued share capital of IndigoVision to be effected by means of a Court-sanctioned scheme of arrangement under Part 26 of the Companies Act.

Your attention is drawn to the letter from Max Thowless-Reeves, the Chairman of IndigoVision, set out in Part 1 (*Letter from the Chairman of IndigoVision*) of this document, which forms part of this Explanatory Statement. The letter contains, amongst other things, a unanimous recommendation by the IndigoVision Directors to IndigoVision Shareholders to vote in favour of the Resolutions to approve and implement the Scheme at the Court Meeting and the General Meeting and the reasons for that recommendation. The letter also states that the IndigoVision Directors, who have been so advised by N+1 Singer, consider the terms of the Acquisition to be fair and reasonable. In providing its advice, N+1 Singer has taken into account the IndigoVision Directors' commercial assessments.

We have been authorised by the IndigoVision Directors to write to you to set out the terms of the Acquisition and to provide you with other relevant information. Statements made in this letter that refer to information concerning the business of IndigoVision (other than the future plans for the business described in paragraph 9 of this Explanatory Statement) reflect the views of the IndigoVision Directors.

The terms of the Scheme are set out in full in Part 3 (*The Scheme of Arrangement*) of this document. Your attention is also drawn to the Conditions set out in Appendix 1 (*Conditions and certain further terms of the Acquisition*) to this document which must be satisfied or, where applicable, waived in order for the Scheme to become effective, the information on UK taxation in Appendix 4 (*Taxation*) to this document, as well as the additional information set out in Appendix 5 (*Additional information*) to this document.

IndigoVision Shareholders should read the whole of this document before deciding whether to vote in favour of the Scheme.

2. Summary of the Acquisition

The Acquisition is currently intended to be implemented by means of a Court-sanctioned scheme of arrangement between IndigoVision and the Scheme Shareholders under Part 26 of the Companies Act, although Bidco and Motorola Solutions may, with the consent of the Panel, elect to implement the Acquisition

by way of a Takeover Offer. If Bidco and Motorola Solutions make such an election and receive the consent of the Panel to do so, a further announcement will be made to Shareholders detailing the terms and conditions of the Takeover Offer as a result of the election, including details of any material changes to the Acquisition and an explanation of the revised timetable for the Takeover Offer (as determined by the Panel).

Full details of the Scheme are set out in Part 3 (*The Scheme of Arrangement*) of this document. The Scheme is subject to the Conditions and further terms set out in Appendix 1 (*Conditions and certain further terms of the Acquisition*) to this document. Under the terms of the Scheme, it is proposed that Scheme Shareholders on the register of members of IndigoVision at the Scheme Record Time will receive:

for each Scheme Share **405 pence in cash**

representing a premium of approximately:

- 129 per cent. to the Closing Price of 177.0 pence per IndigoVision Share on 16 March 2020 (being the last Business Day prior to the commencement of the Offer Period);
- 110 per cent. to the price of 193.1 pence per IndigoVision Share (being the average Closing Price for the three-month period ending on 16 March 2020, being the last Business Day prior to the commencement of the Offer Period); and
- 116 per cent. to the price of 187.9 pence per IndigoVision Share (being the average Closing Price for the 12-month period ending on 16 March 2020, being the last Business Day prior to the commencement of the Offer Period).

The total aggregate payment under the Acquisition values the Fully Diluted Share Capital of IndigoVision at approximately £30.4 million (approximately US\$37.2 million).

If the Scheme becomes effective, all of the Scheme Shares will be transferred to Bidco. IndigoVision will accordingly become a wholly-owned subsidiary of Bidco and a member of the Motorola Solutions Group. The Acquisition is not expected to have a material impact on the earnings, assets or liabilities of the Motorola Solutions Group following the Scheme becoming effective.

3. Approval of the Scheme by Shareholders and Court Sanction of the Scheme

The Scheme requires the approval of Scheme Shareholders at the Court Meeting and of IndigoVision Shareholders at the General Meeting, of which notices are set out in Appendices 8 (*Notice of Court Meeting*) and 9 (*Notice of General Meeting*) to this document, as well as the sanction of the Court at the Court Hearing. The Court Meeting has been convened for 10.00 a.m. on 11 May 2020 and the General Meeting has been convened for 10.15 a.m. (or as soon thereafter as the Court Meeting has concluded) on the same day. The date of the Court Hearing is subject to confirmation by the Court but is currently expected to be held on or around 12 June 2020.

If the Scheme becomes effective, it will be binding on all Scheme Shareholders irrespective of whether or not they attended or voted in favour of the Resolutions at the Court Meeting or the General Meeting. Further details of the Scheme, including the Court process and the Court Hearing, are set out in paragraph 7 (*Structure of the Acquisition*) of this Explanatory Statement.

The Cash Consideration will be paid to Scheme Shareholders as soon as practicable and in any event within 14 days after the Effective Date (unless the Panel agrees otherwise). Further details of these settlement arrangements are set out in paragraph 17 (*Settlement*) of this Explanatory Statement.

4. Background to and reasons for the Acquisition

Motorola Solutions believes that through its wide range of mission-critical communications products it is a leader in driving improvements in public safety and security as its technology platforms help to make cities and businesses safer. Motorola Solutions' solutions enable its commercial customers and federal and local governments to communicate in everyday and extreme situations.

Video can serve as a highly efficient system for monitoring a given location whilst advanced video analytics can proactively alert officials to potential breaches or suspicious activity. Video cameras are deployed across airports, rail, streets and buildings enabling commercial customers and government organisations to capture, analyse and use the content in real time to help improve security.

The acquisition of Avigilon in 2018 enabled Motorola Solutions to position itself as a leader in video security. Motorola Solutions' offerings include video analytics, network video management software and hardware, video cameras and access control solutions.

Through Motorola Solutions' position as a global leader in mission critical communications and analytics, it is identifying additional growth opportunities in its video security and command centre software platforms. Motorola Solutions views drivers of these growth opportunities as follows:

- video cross-selling opportunities, where Motorola Solutions has traditionally sold video into commercial verticals, it is now seeking opportunities into the government and public safety verticals;
- accelerating traction with command centre software suite sales; and
- a deeper penetration of service into existing land mobile radio customers as communication networks become more complex, software-centric and data-driven.

Motorola Solutions is actively pursuing these growth opportunities, and it has in the last 12 months made go-to-market investments in both video security and its command centre software platforms with growth in mind. The acquisition of IndigoVision fits perfectly into this strategy.

Motorola Solutions believes that IndigoVision's range of products, global presence and customer base are highly complementary to Motorola Solutions' existing presence in video security. Additionally, Motorola Solutions believes that there are excellent opportunities to replace current third-party manufactured IndigoVision products with Motorola Solutions products. Motorola Solutions believes that the acquisition of IndigoVision will provide Motorola Solutions with enhanced geographical reach across a wider customer base.

5. Information relating to IndigoVision

IndigoVision is a developer and manufacturer of complete, end-to-end video security and surveillance networks, complemented by its offering of data management and video analytics software and serving a range of end-users through a global network of over 1,000 authorised systems integrators and distributors. IndigoVision's product suite includes video management software, cameras, encoders, storage devices and integration to security and operational systems, and it supplies systems ranging in size from small camera configurations to large scale, complex security installations.

IndigoVision's distributed network architecture provides resilience and efficiency while also removing the risk of a single point of failure. IndigoVision offers end-to-end network solutions while also providing hardware products and software that are open and easily integrated with third party systems or networks. The IndigoVision Group serves a range of customers, from small to medium sized enterprises to large and multinational corporations on a global basis, being particularly well known in the enterprise markets of airports, safe cities, banks, casinos and retail.

The IndigoVision Directors have a keen focus on technological innovation, and IndigoVision regularly introduces new products to market to maintain its competitive position. IndigoVision operates a dual development strategy of in-house software development and the use of technology partners. The recent acquisition by IndigoVision of AgoraSys added an innovative software solution that provides business processes, procedures and auditing tools allowing IndigoVision customers to audit and analyse their entire operation online.

The IndigoVision Group operates four regional sales and support teams, with 160 employees in 24 countries.

IndigoVision published its preliminary results for the year ended 31 December 2019 on 5 March 2020, and these results are incorporated by reference within this document. The preliminary results disclosed that, for the year ended 31 December 2019:

- IndigoVision Group revenue had increased 9.2 per cent. to US\$50.2 million from US\$46.0 million in 2018;
- gross margin had increased by 0.3 per cent. to 57.7 per cent.;
- operating profit before exceptional items was US\$2.0 million, compared to an operating loss in 2018 of US\$0.6 million;
- exceptional costs were US\$0.4 million (2018: nil);

- the IndigoVision Group had a net cash balance of US\$2.2 million at 31 December 2019, compared to US\$2.0 million at 31 December 2018;
- the IndigoVision Group secured a new US\$10 million asset based lending facility in August 2019;
- basic earnings per share were 22.7 cents, compared to a loss per share of 4.1 cents in 2018;
- diluted earnings per share were 22.5 cents, compared to a loss per share 4.1 cents in 2018; and
- adjusted earnings per share were 31.5 cents, compared to an adjusted loss per share of 4.1 cents in 2018.

The preliminary results also stated that the IndigoVision Board proposed a final dividend of 2 pence per IndigoVision Share for the financial year ended 31 December 2019, subject to approval by IndigoVision Shareholders at the 2020 annual general meeting. As stated in the Announcement the IndigoVision Board has, in light of the Acquisition, resolved to withdraw the proposal for the final dividend, conditional upon and with effect from the Effective Date. Accordingly, assuming the Scheme becomes effective, this dividend will not be paid.

6. Information relating to Motorola Solutions

Motorola Solutions is a leading global provider of mission-critical communications and analytics. Its products and services help government, public safety and commercial customers improve their operations through increased effectiveness, efficiency, and safety of their mobile workforces.

Motorola Solutions conducts business in over 100 countries globally and operates through two segments: Products and Systems Integration and Software and Services.

- **Products and Systems Integration:** The Products and Systems Integration segment offers an extensive portfolio of devices, including land mobile radio handsets, infrastructure and accessories, as well as video security devices and infrastructure. The segment also includes the implementation and integration of such systems, devices and applications. The primary customers of the Products and Systems Integration segment are government, public safety and first-responder agencies, and municipalities, as well as commercial and industrial customers who use private radio networks and video security in the course of their operations.
- **Software and Services:** The Software and Services segment provides a broad range of solution offerings for government, public safety and commercial customers. Software includes a public safety and enterprise command centre software suite, unified communications applications and video software solutions, delivered both on-premise and “as a service”. Services includes a continuum of service offerings beginning with repair, technical support and maintenance. More advanced offerings include monitoring, software updates and cybersecurity services. Managed services range from partial to full operation of customer or Motorola Solutions-owned networks.

7. Structure of the Acquisition

Introduction

It is intended that the Acquisition will be implemented by way of a Court-sanctioned scheme of arrangement between IndigoVision and Scheme Shareholders under Part 26 of the Companies Act. The terms of the Scheme are set out in full in Part 3 (*The Scheme of Arrangement*) of this document. The procedure involves an application by IndigoVision to the Court to sanction the Scheme. For each Scheme Share they hold, Scheme Shareholders will receive the Cash Consideration.

The purpose of the Scheme is to provide for Bidco to become the owner of the whole of the issued share capital of IndigoVision. This will be achieved as follows:

(a) *The Scheme*

The Scheme involves the transfer of the Scheme Shares to Bidco and/or its nominees, in consideration for which Scheme Shareholders will receive cash on the basis set out in paragraph 17 (*Settlement*) of this Explanatory Statement.

If for any reason the Scheme does not become effective, the transfer of the Scheme Shares described above will not take effect and IndigoVision Shareholders will retain their current holdings of IndigoVision Shares.

(b) *Approval of the Scheme*

To become effective, the Scheme must be approved by a majority in number of those Scheme Shareholders present and voting, either in person or by proxy, at the Court Meeting, representing 75 per cent. or more in value of the Scheme Shares voted by those Scheme Shareholders.

The Scheme also requires the sanction of the Court as well as the satisfaction or, where applicable, waiver of the other Conditions set out in Appendix 1 (*Conditions and certain further terms of the Acquisition*) to this document. In addition, the Special Resolution (which requires at least 75 per cent. of the votes cast whether in person or by proxy) is to be proposed to IndigoVision Shareholders at the General Meeting to authorise the IndigoVision Directors to implement the Scheme and to make amendments to the IndigoVision Articles in accordance with the Scheme.

Upon the Scheme becoming effective, it will be binding on all Scheme Shareholders, irrespective of whether or not, being entitled to do so, they attended or voted at the Court Meeting or the General Meeting (and, if they attended either Meeting, whether or not they voted in favour).

The last day of dealings in, and for registration of transfers of, IndigoVision Shares will be the last Business Day prior to the Effective Date, following which dealings in IndigoVision Shares on AIM will be suspended.

Shortly after the Effective Date and IndigoVision's Shares ceasing to be admitted to trading on AIM, it is intended that IndigoVision will be re-registered as a private limited company pursuant to the relevant provisions of the Companies Act.

The Meetings

Before the Court can sanction the Scheme, the Scheme will first require approval by Scheme Shareholders at the Court Meeting and the passing of the Special Resolution by IndigoVision Shareholders at the General Meeting. Notices of the Court Meeting and the General Meeting are set out in Appendices 8 (*Notice of Court Meeting*) and 9 (*Notice of General Meeting*) to this document. The entitlement of Shareholders to attend and vote and the number of votes which may be cast at the Meetings will be determined by reference to holdings of IndigoVision Shares as shown in the register of members of IndigoVision at the Voting Record Time or, if such Meetings are adjourned, on the register of members at 6.00 p.m. on the day two days before the relevant adjourned Meeting.

(a) *The Court Meeting*

The Court Meeting, which has been convened for 10.00 a.m. on 11 May 2020, is being held at the direction of the Court to seek the approval of Scheme Shareholders for the Scheme. Scheme Shareholders have the right to raise any objections they may have to the Scheme at the Court Meeting. At the Court Meeting voting will be by way of a poll, rather than by a show of hands, and each Scheme Shareholder present in person or by proxy will be entitled to one vote for each Scheme Share held. The approval required at the Court Meeting is a majority in number of those Scheme Shareholders present and voting, either in person or by proxy, representing 75 per cent. or more in value of the Scheme Shares voted by those Scheme Shareholders.

It is particularly important that as many votes as possible are cast at the Court Meeting so that the Court can be satisfied that there is a fair representation of Scheme Shareholder opinion.

(b) *The General Meeting*

The General Meeting has been convened for the same date as the Court Meeting at 10.15 a.m. (or as soon thereafter as the Court Meeting has concluded) to consider and, if thought fit, approve the Special Resolution (which requires votes in favour representing at least 75 per cent. of the votes cast) to:

- (i) authorise the IndigoVision Directors to take all actions necessary to give effect to the Scheme; and
- (ii) certain amendments to the IndigoVision Articles as described below.

Voting on the Special Resolution will be by poll rather than by a show of hands. On a poll, each IndigoVision Shareholder present in person or by proxy will be entitled to one vote for every IndigoVision Share held.

You will find the notice of the General Meeting set out at Appendix 9 (*Notice of General Meeting*) to this document. The quorum for the General Meeting will be two or more Shareholders present in person or by proxy.

Shareholders are entitled to appoint a proxy in respect of some or all of their IndigoVision Shares. Shareholders are also entitled to appoint more than one proxy. A space has been included in the Forms of Proxy for both the Court Meeting and the General Meeting to allow Shareholders entitled to attend and vote at the relevant Meeting to specify the number of Scheme Shares or (as the case may be) IndigoVision Shares in respect of which that proxy is appointed. Shareholders who return a Form of Proxy duly executed but leave this space blank will be deemed to have appointed the proxy in respect of all of their Scheme Shares or (as the case may be) IndigoVision Shares.

Shareholders who wish to appoint more than one proxy in respect of their shareholding should contact Computershare Investor Services PLC for further Forms of Proxy or photocopy the Forms of Proxy, as required.

(c) *COVID-19, Voting by Proxy*

As described in paragraph 10 (*Action to be taken*) of Part 1, the IndigoVision Board has taken the decision that, unless the current legal restrictions on public gatherings in Scotland are lifted, the Meetings must take place as closed meetings. This means that two members of the IndigoVision Board will be present in person to constitute a quorum at each Meeting, but otherwise IndigoVision Shareholders will not be admitted to the Meetings in person. Any IndigoVision Shareholder attending the venue will be refused entry to the Meetings. Although this outcome is highly undesirable, the IndigoVision Board believes that, in the circumstances, there is no alternative to ensure the health, safety and security of attendees and to allow the business of the Meetings to be transacted.

Without the ability to attend the Meetings, it is essential that IndigoVision Shareholders vote by proxy on the Scheme Resolution and the Special Resolution. Accordingly, the IndigoVision Board urges IndigoVision Shareholders in the strongest possible terms to appoint the chairman of the Court Meeting and the General Meeting as their proxy (either electronically or by post through the printed Forms of Proxy) with their voting instructions. The failure of an IndigoVision Shareholder to do so, in the absence of any intervening change to the legal restrictions on public gatherings, will result that IndigoVision Shareholder being unable to vote on either the Scheme Resolution or the Special Resolution.

IndigoVision Shareholders should also be aware that, in relation to the printed Forms of Proxy, Royal Mail has indicated that it is likely that some areas of the country will experience a reduction in service levels due to absences at their local mail centre or delivery office due to the COVID-19 pandemic. Accordingly, in order to ensure that your vote on the Scheme Resolution and the Special Resolution is registered and counted, the IndigoVision Board recommends that:

- if possible, voting by proxy should be undertaken online or, for eligible participants, through CREST in the manner described below under the headings “Online appointment of proxies” and “Electronic appointment of proxies through CREST”; and
- if voting by proxy is undertaken through submission of the printed Forms of Proxy, these Forms of Proxy should be completed and sent to the Company’s registrar, Computershare Investor Services PLC as soon as possible.

The Company will continue to monitor the advice issued by the UK Government and will make further arrangements and contingencies as necessary. The Company will provide any updates on the arrangements for the Meetings on its website at www.indigovision.com/investors.

Amendments to the IndigoVision Articles

It is proposed that the IndigoVision Articles be amended to ensure that any IndigoVision Shares issued (for example as a result of the exercise of options or vesting of awards granted under the IndigoVision Share Plans) on or at any time prior to the Scheme Record Time are subject to the terms of the Scheme. It is also proposed to amend the IndigoVision Articles so that any person other than Bidco or its nominee who is

issued IndigoVision Shares after the Scheme Record Time will, if the Scheme becomes effective, be obliged immediately to transfer all such IndigoVision Shares issued to him to Bidco (and Bidco shall be obliged to purchase such IndigoVision Shares). The consideration payable for the transfer of such IndigoVision Shares shall be such consideration as would have been due had they been Scheme Shares (or such other consideration as may be payable under the Scheme, if modified in accordance with its terms). This amendment to the IndigoVision Articles is intended to avoid any person other than Bidco (or its nominees) being left with IndigoVision Shares after the Effective Date.

The Court Hearing

Under the Companies Act, the Scheme also requires the sanction of the Court. This sanction will be sought at the Court Hearing.

The Court Hearing is expected to be held on or around 12 June 2020 at the Court of Session, Parliament House, Parliament Square, Edinburgh, EH1 1RQ. Any Scheme Shareholder or other person who considers that they have an interest in the Scheme (each an “**Interested Party**”) and who is concerned that the Scheme may adversely affect them is entitled to be heard by the Court, as explained below.

If an Interested Party wishes to raise concerns in relation to the Scheme with the Court or to appear at the Court Hearing, they should seek independent legal advice and lodge written answers to the Petition with the Court at Parliament House, Parliament Square, Edinburgh EH1 1RQ within the period of time specified in the advertisement of the Petition (which is currently expected to be published on or around 20 May 2020) and pay the required fee. Written answers are a formal Court document that must comply with the rules of the Court and are normally prepared by Scottish counsel. The entitlement and ability of an Interested Party to appear at the Court Hearing will also depend on the prevailing measures mandated or recommended by the UK and Scottish governments (and on the procedures operated by the Court) in relation to the COVID-19 pandemic.

The usual practice of the Court is to consider written objections not in the form of written answers and/or allow an Interested Party who has not lodged written answers to appear at the Court Hearing. Each Interested Party should note that, despite that practice, the Court might require an Interested Party to lodge written answers in order to raise objections to the Scheme and/or appear at the Court Hearing.

Bidco has confirmed that it will be represented by counsel at the Court Hearing, to consent to the Scheme and to undertake to the Court to be bound thereby.

The Scheme will become effective on the delivery of an office copy of the Court Order to the Registrar of Companies for registration. The date on which this occurs is dependent on the date and outcome of the Court Hearing, but is currently expected to occur on or around 16 June 2020. If the Scheme becomes effective, it will be binding on all Scheme Shareholders irrespective of whether or not they attended or voted in favour of the Scheme at the Court Meeting or in favour of the Special Resolution at the General Meeting (and, if they attended, whether or not they voted in favour).

Unless the Scheme becomes effective on or before 31 August 2020, or such later date, if any, as IndigoVision and Bidco may agree and, to the extent required, the Panel and the Court may allow, the Scheme will not become effective and the Acquisition will not be effected.

Conditions to the Acquisition

The Conditions to the Scheme and the Acquisition are set out in full in Appendix 1 (*Conditions and certain further terms of the Acquisition*) to this document. In summary, the implementation of the Scheme is conditional upon:

- (a) the Scheme becoming effective by not later than 6.00 p.m. on the Long Stop Date;
- (b) the approval of the Scheme by a majority in number of those Scheme Shareholders (or any relevant class or classes of such Scheme Shareholders), present and voting, either in person or by proxy, at the Court Meeting (or at any adjournment of such Meeting), representing 75 per cent. or more in value of the Scheme Shares voted by those Scheme Shareholders;
- (c) the Special Resolution set out in the notice of the General Meeting contained in Appendix 9 (*Notice of General Meeting*) to this document being duly passed by the requisite majority at the General Meeting (or at any adjournment of such Meeting);

- (d) the approval and sanction of the Scheme by the Court (with or without modification but subject to any modification being on terms acceptable to Motorola Solutions, Bidco and IndigoVision);
- (e) the delivery of an office copy of the Court Order to the Registrar of Companies; and
- (f) satisfaction (or, where permitted, waiver) of all the other Conditions set out in Appendix 1 (*Conditions and certain further terms of the Acquisition*) to this document.

The Acquisition will lapse if, amongst other things:

- (a) the approval of the requisite majority of IndigoVision Shareholders at the Court Meeting is not obtained on or before the 22nd day after the expected date of the Court Meeting, as set out in this document (or such later date, if any, as Motorola Solutions, Bidco and IndigoVision may agree and the Court may allow);
- (b) the approval of the requisite majority of IndigoVision Shareholders to pass the Special Resolution at the General Meeting is not obtained on or before the 22nd day after the expected date of the Court Meeting, as set out in this document (or such later date, if any, as Motorola Solutions, Bidco and IndigoVision may agree and the Court may allow); and
- (c) the sanction of the Scheme by the Court (without modification or with modification on terms acceptable to Motorola Solutions, Bidco and IndigoVision) and the delivery of a copy of the Court Order to the Registrar of Companies does not take place by the Long Stop Date.

The Acquisition can only become effective if all the Conditions, including those described above, have been satisfied or, if capable of waiver, waived. If any Condition is not capable of being satisfied by the specified date, Bidco shall make an announcement through a Regulatory Information Service as soon as practicable and, in any event, by not later than 8.00 a.m. on the Business Day following the date so specified, stating whether Bidco has invoked that Condition, waived that Condition or, with the agreement of Bidco specified a new date by which that Condition must be satisfied.

Effective Date

The Scheme will become effective in accordance with its terms as soon as an office copy of the Court Order has been delivered to the Registrar of Companies.

If the Scheme becomes effective, it will be binding on all Scheme Shareholders irrespective of whether or not, being entitled to do so, they attended the Meetings or voted in favour of the Scheme at the Court Meeting or in favour of the Special Resolution at the General Meeting. If the Scheme does not become effective by the Long Stop Date, or such later date (if any) as Bidco and IndigoVision may, with the consent of the Panel, agree and the Court may allow, the Scheme will not become effective and the Acquisition will not proceed.

Modifications to the Scheme

The Scheme contains provisions for Bidco and IndigoVision jointly to consent, on behalf of all persons affected, to any modification of or additions to the Scheme or to any condition approved or imposed by the Court. The Court would be unlikely to approve any modifications of, or additions to, or impose a condition to, the Scheme which might be materially adverse to the interests of the Scheme Shareholders, unless the Scheme Shareholders were informed of any such modification, addition or condition. It would be a matter for the Court to decide, in its discretion, whether or not a further meeting of the Scheme Shareholders should be held in these circumstances. Similarly, if a modification, addition or condition is put forward which, in the opinion of the IndigoVision Directors, is of such a nature or importance that it requires the consent of the Scheme Shareholders at a further meeting, the IndigoVision Directors will not take the necessary steps to enable the Scheme to become effective unless and until such consent is obtained.

Alternative means of implementing the Acquisition

Motorola Solutions and Bidco reserve the right, subject to the consent of the Panel, to elect to implement the Acquisition by way of a Takeover Offer. In such event, the Takeover Offer would be implemented on the same terms as would apply to the Scheme, subject to appropriate amendments including (without limitation): (a) an acceptance condition set at 90 per cent. (or such lesser percentage (being more than 50 per cent.) as Bidco may decide) of the shares to which such offer relates and of the voting rights carried by those shares; and (b) those required by, or appropriate under, applicable law or the Code.

8. Irrevocable undertakings

IndigoVision Directors

Each of the IndigoVision Directors has given an irrevocable undertaking to vote (or procure the voting) in favour of the Scheme at the Court Meeting and the Special Resolution to be proposed at the General Meeting (or, in the event that the Acquisition is implemented by way of a Takeover Offer, to accept, or procure the acceptance of, the Takeover Offer) in relation to the following IndigoVision Shares, in which they or their family members are beneficially interested:

<i>Name</i>	<i>Number of IndigoVision Shares in respect of which an undertaking is given</i>	<i>Percentage of IndigoVision's Shares in issue on the Last Practicable Date*</i>
Max Thowless-Reeves	157,383	2.14%
Pedro Simoes	30,262	0.41%
Chris Lea	39,344	0.54%
George Elliott	18,000	0.25%
Vikki Macleod	10,000	0.14%

* Excluding all Treasury Shares.

Pedro Simoes and Chris Lea have also undertaken, in the same document as referred to above, to accept proposals to be made to them in relation to the share options granted to them under the IndigoVision Share Plans over the number of IndigoVision Shares specified below or to exercise in full the relevant options and vote in favour of the Resolutions at the Court Meeting and the General Meeting (or, in the event that the Acquisition is implemented by way of Takeover Offer, to accept or procure the acceptance of such offer) in respect of all the IndigoVision Shares that each will receive on exercise as follows:

<i>Name</i>	<i>Number of IndigoVision Shares in respect of which an undertaking is given</i>
Pedro Simoes	22,848 375 units*
Chris Lea	18,393 375 units*

*These "units" relate to the individual's interest granted pursuant to the 2018 LTIP; they will ultimately be used to determine the number of IndigoVision Shares that he is entitled to acquire on the exercise of his award under that arrangement. This calculation can only be carried out at the time the Scheme is sanctioned by the Court but it is currently anticipated that pursuant to the terms of the 2018 LTIP, Pedro Simoes will receive 83,281 IndigoVision Shares and Chris Lea will receive 87,736 IndigoVision Shares. The acquisitions of these shares will, to the maximum extent possible, be carried out pursuant to the exercise of parallel, tax efficient "EMI options" that were granted to Pedro Simoes and Chris Lea under the applicable plan's rules, with any balance of IndigoVision Shares being acquired through the exercise of non-tax-efficient options.

These irrevocable undertakings will cease to be binding if:

- (a) Bidco announces that it does not intend to make or proceed with the Acquisition; or
- (b) the Acquisition lapses or is withdrawn in accordance with its terms.

Other IndigoVision Shareholders

Certain other IndigoVision Shareholders have given irrevocable undertakings to vote (or procure the voting) in favour of the Resolutions at the Court Meeting and the General Meeting (or, in the event that the Acquisition is implemented by way of a Takeover Offer, to accept, or procure the acceptance of, the Takeover Offer) in relation to the following IndigoVision Shares:

<i>Name</i>	<i>Number of IndigoVision Shares in respect of which an undertaking is given</i>	<i>Percentage of IndigoVision's Shares in issue on the Last Practicable Date*</i>
Aleman, Cordero, Galindo & Lee Trust (Panama) S.A. as Trustee of The Kingston Trust	2,064,500	28.13%
Richard Farmiloe	500,000	6.81%
VT Sorbus Vector OEIC	460,000	6.27%
Colston Trustees Limited for Hamish Grossart's SIPP	422,750	5.76%
Peter Gyllenhammar AB	369,962	5.04%
Strategos Fund, L.P	205,020	2.79%
Strategos Master Fund, L.P.	124,980	1.70%

* Excluding all Treasury Shares.

These irrevocable undertakings will cease to be binding if:

- (a) Bidco announces that it does not intend to make or proceed with the Acquisition; or
- (b) the Acquisition lapses or is withdrawn in accordance with its terms.

In aggregate, therefore, irrevocable undertakings to vote in favour of the Scheme at the Court Meeting and the Special Resolution to be proposed at the General Meeting have been received in respect of a total of 4,402,201 IndigoVision Shares, representing approximately 60.0 per cent. of the IndigoVision Shares in issue (excluding all Treasury Shares) on the Last Practicable Date.

9. Bidco's/Motorola Solutions' strategic plans for IndigoVision and its intentions regarding management, the business, employees and pension schemes

Employees and employment rights

Motorola Solutions attaches great importance to the skills, expertise and experience of the existing management and employees of IndigoVision and believes that they will be an important factor in maximising the opportunities and benefits the Acquisition will create for Motorola Solutions.

Motorola Solutions has been granted access only to IndigoVision's senior management in order to conduct due diligence on IndigoVision, which is typical of a transaction of this nature. Motorola Solutions believes that a more detailed evaluation of the commercial and operational integration of IndigoVision within Motorola Solutions is necessary following completion of the Acquisition and expects to have concluded this exercise, in conjunction with IndigoVision's employees, within 12 months of the Acquisition completing.

One of Motorola Solutions' growth strategies is to invest in its video security offering, which will include IndigoVision following completion of the Acquisition. However, as part of the integration of IndigoVision within Motorola Solutions, Motorola Solutions recognises that this evaluation may lead to proposals to change certain job responsibilities in scope and nature, as the IndigoVision Group transitions from being a stand-alone public company to subsidiaries of a larger multi-national company. Should there be any headcount reduction, these are not expected to be material in the context of IndigoVision's overall number of employees. Motorola Solutions continues to monitor the impact of the COVID-19 pandemic closely and is mindful that, should the wider economic environment in which IndigoVision operates deteriorate materially, urgent mitigating actions may be necessary and that these actions may include the possibility of more material headcount reductions than is currently envisaged.

Motorola Solutions plans to fully observe, following the Effective Date, the contractual and statutory employment rights, including in relation to pensions, of all IndigoVision employees. Motorola Solutions does not intend to make any material changes to the conditions of employment, balance of skills or functions of the employees of IndigoVision or its subsidiaries, other than to ensure the conditions of employment remain competitive, efficiently deliver value for Motorola Solutions and are broadly consistent with comparable conditions of employment, including pension entitlements, enjoyed by Motorola Solutions employees. IndigoVision does not have a defined benefit pension scheme.³⁵

On or shortly after the Effective Date, it is proposed that all the non-executive IndigoVision Directors will resign from the IndigoVision Board. It is expected that Pedro Simoes and Chris Lea, the executive IndigoVision Directors, will retain a role within Motorola Solutions post completion of the Acquisition. Motorola Solutions has not entered into, nor is it in discussions on any proposals to enter into, any form of

incentivisation arrangements with IndigoVision's management. Following the Acquisition becoming or being declared wholly unconditional, Motorola Solutions may put in place incentive arrangements for certain members of the IndigoVision management team.

Headquarters, locations and research and development

Following implementation of the Acquisition, and as part of the evaluation process set out above, Motorola Solutions intends to undertake a detailed review of the fixed assets and locations of IndigoVision and its subsidiaries and businesses and the research and development function of IndigoVision. It is expected that this process to evaluate IndigoVision's fixed assets and locations should be concluded within six months of the Acquisition completing. This evaluation will consider, recognising the existing global footprint of Motorola Solutions, the merits of consolidating some of IndigoVision's international offices into Motorola Solutions' existing locations in the same city. This would cover IndigoVision's offices in London, Lisbon and Sao Paulo. Similarly, Motorola Solutions intends to assess the benefits of potentially bringing together the locations and expertise of the respective development teams of Motorola Solutions and IndigoVision. However, Motorola Solutions has no intention to move IndigoVision's headquarter offices and headquarter functions out of Edinburgh, Scotland.

Motorola Solutions believes that IndigoVision's range of products, global presence and customer base are highly complementary to Motorola Solutions' existing presence in video security. As a result, Motorola Solutions intends to explore opportunities to replace current third-party manufactured IndigoVision products with Motorola Solutions products.

No statements in this paragraph 9 constitute "post-offer undertakings" for the purposes of Rule 19.5 of the Code.

Response from IndigoVision Directors to Motorola Solutions' strategic plans for IndigoVision and its intentions regarding management, the business, employees and pension schemes

The IndigoVision Directors note and are encouraged by Motorola Solutions' commitment to continued investment in its video security offering, of which IndigoVision will form a part following completion of the Acquisition. The IndigoVision Directors are also encouraged by the recognition by Motorola Solutions of the expertise and skills within IndigoVision's management and employees that are an important factor for Motorola Solutions as it seeks to maximise the opportunities and benefits emanating from the Acquisition.

Also acknowledging the potential for geographical consolidation, particularly in the respective research and development functions, the IndigoVision Directors are encouraged by the enhanced resources achieved through, and potential opportunities presented by, becoming part of Motorola Solutions. The IndigoVision Directors consider this particularly relevant given the combined software engineering capabilities within Motorola Solutions and IndigoVision, given that a key part of the IndigoVision Group's 'IndigoVision 2020' strategy was the development of pathways to innovative technologies to enrich its end-to-end security solutions.

In accordance with Rule 2.11 of the Code, IndigoVision has made available to employees a copy of the Announcement and has informed employees of the right of employee representatives under Rule 25.9 of the Code to require that a separate opinion of the employee representatives on the effects of the Acquisition on employment be appended to this document. As at the Last Practicable Date, no such opinion has been provided. If, and to the extent that, IndigoVision is provided with any such opinion after the Last Practicable Date, IndigoVision will publish that opinion in accordance with Rule 25.9 of the Code.³⁹

10. Effect of Acquisition on Bidco's/Motorola Solutions' strategic plans and intentions regarding its future business and its employees and management

Other than as described above in paragraph 9, the Acquisition is not anticipated to have any impact on the employees, management or future business of Motorola Solutions or Bidco.

11. IndigoVision Directors and the effect of the Scheme on their interests

Details of the interests of the IndigoVision Directors in the share capital of IndigoVision are set out in paragraph 4 of Appendix 5 (*Additional information*) to this document. Save as disclosed in this document, the effect of the Scheme on such interests of the IndigoVision Directors will not differ from its effect on the interests of any other Scheme Shareholder.

The IndigoVision Directors have given irrevocable undertakings to Bidco to vote in favour of the Resolutions to be proposed to implement the Scheme at the Court Meeting and the General Meeting as set out in Appendix 5 (*Additional information*) to this document and as described in paragraph 8 (*Irrevocable undertakings*) of this Explanatory Statement.

In common with other participants in the IndigoVision Share Plans, appropriate proposals will also be made to the IndigoVision Directors in respect of their options and awards under the IndigoVision Share Plans.

As stated in paragraph 9 above, on or shortly after the Effective Date, it is proposed that all the non-executive IndigoVision Directors will resign from the IndigoVision Board. Particulars of the service contracts (including termination provisions) and letters of appointment of the IndigoVision Directors are set out in paragraph 6 of Appendix 5 (*Additional information*) of this document.

12. Disclosure of interests in IndigoVision

As at the Last Practicable Date, neither Bidco (nor any of its directors) nor, so far as Bidco is aware, any person acting in concert with Bidco, has any interest in, any right to subscribe for, or has borrowed or lent any IndigoVision Shares or any securities convertible or exchangeable into IndigoVision Shares (“**Relevant Securities**”), nor does any such person hold any short positions in relation to Relevant Securities (whether conditional or absolute and whether in the money or otherwise) including any short position under a derivative, any agreement to sell or any delivery obligation or right to require another person to purchase or take delivery.

13. Cancellation of admission to trading and proposed re-registration of IndigoVision

Prior to the Scheme becoming effective, IndigoVision will make an application to the London Stock Exchange for the cancellation of the admission to trading on AIM of the IndigoVision Shares to take effect on or shortly after the Effective Date. Accordingly, if the Scheme is sanctioned by the Court and the other Conditions to the Scheme are waived or satisfied, it is expected that the IndigoVision Shares will cease to be admitted to trading on AIM at 7.00 a.m. on the day following the Effective Date, with dealings expected to be suspended with effect from 7.30 a.m. on the Effective Date. It is expected that the last day of dealings in IndigoVision Shares, subject to the confirmation of the Court, will be on or around 15 June 2020.

Shortly after the Effective Date and IndigoVision’s Shares ceasing to be admitted to trading on AIM, it is intended that IndigoVision will be re-registered as a private limited company pursuant to the relevant provisions of the Companies Act.

14. Overseas Shareholders

The implications of the Acquisition for persons who are resident in or who are citizens of, jurisdictions outside the United Kingdom may be affected by the laws of the relevant jurisdictions. Persons who are not resident in, or who are not citizens of, the United Kingdom should inform themselves about and observe any applicable requirements. It is the responsibility of each of the IndigoVision Shareholders resident in, or citizens of, a jurisdiction outside the United Kingdom to satisfy themselves as to the full observance of the laws of the relevant jurisdiction, including the obtaining of any governmental exchange control or other consents which may be required or compliance with other necessary formalities which are required to be observed and the payment of any issue, transfer or other taxes due in such jurisdiction. Any failure to comply with such applicable requirements may constitute a violation of the securities laws of any such jurisdictions. If an IndigoVision Shareholder is in any doubt as to his eligibility to participate in the Acquisition, he should contact his independent professional adviser immediately.

This document and the accompanying documents have been prepared for the purpose of complying with Scots law, the Code, the AIM Rules and other UK disclosure requirements, and the information disclosed may not be the same as that which would have been disclosed if this document and/or the accompanying documents had been prepared in accordance with the laws of jurisdictions outside the United Kingdom.

Neither this document nor the accompanying documents constitute an offer or an invitation to purchase or subscribe for any securities or a solicitation of an offer to buy any securities pursuant to these documents or otherwise in any jurisdiction in which such offer or solicitation is unlawful.

This document is not an offer of securities for sale in the United States.

US holders of IndigoVision Shares may vote in respect of the Resolutions to be proposed at the Meetings. US holders should note that the Acquisition relates to the shares of a Scottish company and is proposed to be effected by means of a scheme of arrangement under the laws of Scotland. A transaction effected by means of a scheme of arrangement is not subject to the proxy solicitation or tender offer rules under the US Exchange Act. Accordingly, the Scheme is subject to the disclosure requirements, rules and practices applicable in the UK to schemes of arrangement that differ from the requirements of US proxy solicitation or tender offer rules. If Bidco elects, subject to the consent of the Panel, to implement the Acquisition by means of a Takeover Offer, the Takeover Offer will be made in compliance with the applicable laws and regulations, including US securities laws to the extent applicable.

15. IndigoVision Share Plans and other incentive matters

Impact of Acquisition on IndigoVision Share Plans

The Acquisition will affect participants in the IndigoVision Share Plans as summarised in this paragraph. In accordance with Rule 15 of the Code, appropriate proposals will be made to these individuals meaning that they will each receive a separate communication (or, where appropriate, multiple communications) explaining the effect of the Scheme (and therefore the Acquisition) on their rights under the IndigoVision Share Plans. These letters will be sent out on or as soon as reasonably practicable after the date of this document.

(a) 2008 Option Plans

As at the date of this document, a total of 24,500 IndigoVision Shares are subject to options granted under the 2008 Option Plans, all of which are currently exercisable. The arrangements to be made available to participants in these plans will allow them to exercise their options prior to the Scheme Record Time using a cashless exercise facility. Any options not exercised will automatically lapse at the end of a prescribed period following the sanction of the Scheme by the Court. It is anticipated that any options granted under the 2008 Option Plans with an exercise price greater than the Cash Consideration of 405p per Scheme Share will not be exercised and will in due course lapse.

(b) 2008 LTIP

As at the date of this document, a total of 41,241 IndigoVision Shares are subject to awards granted pursuant to the 2008 LTIP, all of which have vested (or will vest) following the Remuneration Committee's assessment of the applicable performance conditions carried out during February 2020. These awards will automatically become exercisable in full on the date on which the Court sanctions the Scheme and the arrangements to be made available to participants in the 2008 LTIP will allow them to exercise their entitlements prior to the Scheme Record Time using a cashless exercise facility. Any awards not exercised will automatically lapse at the end of a prescribed period following the sanction of the Scheme by the Court.

(c) 2018 Option Plan

As at the date of this document, a total of 34,000 IndigoVision Shares are subject to options granted pursuant to the 2018 Option Plan, none of which are currently vested or exercisable. These options will automatically become exercisable on the date on which the Court sanctions the Scheme and it is anticipated that the Remuneration Committee will decide prior to, or immediately following, the Court Hearing to exercise its discretion under the rules of the 2018 Option Plan to disapply the time pro-rating reduction that would otherwise be operated. The arrangements to be made available to participants in the 2018 Option Plan will allow them to exercise their entitlements prior to the Scheme Record Time using a cashless exercise facility. Any options not exercised will automatically lapse at the end of a prescribed period following the sanction of the Scheme by the Court.

(d) 2018 LTIP

As at the date of this document, there are two participants in the 2018 LTIP. On the date the Court sanctions the Scheme, the rules of the plan require the Remuneration Committee to carry out an assessment of the applicable performance conditions and calculate the number of IndigoVision Shares that each participant is entitled to acquire pursuant to their award. It is anticipated that this process will result in awards under the 2018 LTIP vesting in respect of a total of 171,017 IndigoVision Shares.

These vested awards will then be immediately exercisable in full and the arrangements to be made available to participants in the 2018 LTIP will allow them to exercise their entitlements prior to the Scheme Record Time using a cashless exercise facility. Any awards not exercised will automatically lapse at the end of a prescribed period following the sanction of the Scheme by the Court.

(e) *Stand-Alone Option Grants*

As at the date of this document, a total of 27,585 IndigoVision Shares are subject to Stand-Alone Option Grants, all of which are currently exercisable. The arrangements to be made available to the holders of these entitlements will allow them to exercise their options prior to the Scheme Record Time using a cashless exercise facility. Any options not exercised will automatically lapse at the end of a prescribed period following the sanction of the Scheme by the Court or otherwise in accordance with their terms.

(f) *SIP*

As at the date of this document, the trustee of the SIP holds 85,802 IndigoVision Shares, all of which have been awarded to SIP participants. SIP participants will be entitled to participate in the Scheme on the same terms as other IndigoVision Shareholders in respect of their SIP shares. The trustee of the SIP will be entitled to participate in the Scheme on the same terms as other IndigoVision Shareholders in respect of any unallocated IndigoVision Shares that it holds as at the Scheme Record Time.

The Scheme will extend to IndigoVision Shares issued, pursuant to the exercise of options or vesting of awards, on or before the Scheme Record Time. In the case of any IndigoVision Shares issued on the exercise of options and/or vesting of awards after the Scheme Record Time, the proposed amendments to the IndigoVision Articles set out in the notice of the General Meeting contained in Appendix 9 (Notice of General Meeting) to this document, which are described in paragraph 7 above, will have the effect that those IndigoVision Shares will automatically be transferred to Bidco for the same consideration as would have been payable under the Scheme had those IndigoVision Shares been held by a Scheme Shareholder.

Details of options and awards granted to the IndigoVision Directors are set out at paragraph 4 of Appendix 5 (*Additional information*) to this document.

Other incentive matters

On 13 August 2019, the Remuneration Committee formalised an incentive plan for certain executives of IndigoVision that would become effective only in the event that IndigoVision was acquired for more than 275 pence per IndigoVision Share prior to 31 December 2020 (the “**Incentive Plan**”). The Incentive Plan entitles the participants, being Pedro Simoes and Chris Lea, to share in a cash award up to a maximum of 10 per cent. of the increase in value created for IndigoVision Shareholders above a share price of 143 pence per IndigoVision Share (being the prevailing market price at the time the terms of the Incentive Plan were agreed in principle).

The sanction of the Scheme by the Court will crystallise the entitlements of Pedro Simoes and Chris Lea under the above arrangement. Subject to the Scheme becoming effective, Pedro Simoes and Chris Lea will share a sum equivalent to 6.6 per cent. of the increase in value implied by the Cash Consideration received by IndigoVision Shareholders pursuant to the Acquisition (the “**Cash Award**”). The Cash Award to be paid to Pedro Simoes and Chris Lea will be reduced by any and all value realised by them pursuant to the Rule 15 proposals to be made by Bidco in respect of the 2008 LTIP and the 2018 LTIP.

16. Rights to receive IndigoVision Shares after the Scheme Record Time

The Scheme will extend to any IndigoVision Shares that are unconditionally allotted pursuant to the exercise of any other rights to receive IndigoVision Shares on or prior to the Scheme Record Time.

As described in paragraph 15 above, the proposed amendments to the IndigoVision Articles under the Special Resolution to be proposed at the General Meeting, notice of which is contained in Appendix 9 (*Notice of General Meeting*) to this document, will have the effect that any IndigoVision Shares issued pursuant to the exercise of any other rights to receive IndigoVision Shares after the Scheme Record Time will immediately be transferred to Bidco or its nominee on the same terms as the Acquisition. All IndigoVision

Shares issued on the exercise of such rights after the General Meeting and on or before the Scheme Record Time will be subject to the terms of the Scheme, by application of the same amendment to the IndigoVision Articles.

As disclosed in the IndigoVision announcement dated 11 November 2019, there is deferred consideration of up to EUR250,000 payable in IndigoVision Shares to certain of the selling shareholders of AgoraSys conditional upon the achievement by AgoraSys of certain revenue targets for the year ended 31 December 2019. Further details of the sale and purchase agreement relating to AgoraSys (the “**AgoraSys SPA**”) are set out in paragraph 7 of Appendix 5 (*Additional information*) to this document. As at the Last Practicable Date, no deferred consideration has been paid under the AgoraSys SPA. The AgoraSys SPA provides that, even if such deferred consideration is payable by reference to the relevant revenue targets, the issue of IndigoVision Shares in satisfaction of such deferred consideration will occur in November 2021, two years after completion of the acquisition, and only to the extent that the deferred consideration has not previously been applied in settlement of warranty claims (if any) against the sellers. Accordingly, if any IndigoVision Shares are to be issued in satisfaction of the deferred consideration under the AgoraSys SPA, this issue is expected to occur after the Scheme Record Time. The proposed amendments to the IndigoVision Articles described above will have the effect that any IndigoVision Shares so issued will immediately be transferred to Bidco or its nominee on the same terms as the Acquisition.

17. Settlement

Subject to the Scheme becoming effective, settlement of the Cash Consideration to which any Scheme Shareholder is entitled will, except with the consent of the Panel, be effected within 14 days of the Effective Date in the manner set out below.

Scheme Shares held in uncertificated form

As soon as practicable after the Effective Date, and in any event no later than 14 days from the Effective Date, Bidco will, in respect of Scheme Shares held within CREST on the Effective Date, procure the creation of a CREST payment in favour of the appropriate CREST account through which the relevant Scheme Shareholder holds their uncertificated Scheme Shares in respect of any Cash Consideration due to them under this Scheme.

As from the Scheme Record Time, each holding of IndigoVision Shares credited to any stock account in CREST shall be disabled and all IndigoVision Shares will be removed from CREST in due course thereafter.

Bidco reserves the right to settle all or any part of the entitlement referred to above to all or any IndigoVision Shareholder who holds Scheme Shares in uncertificated form at the Scheme Record Time in the manner referred to below for certificated holdings if for any reason it wishes to do so.

Scheme Shares held in certificated form

Cheques in respect of any Cash Consideration due will be despatched by first class post (or by such other method as may be approved by the Panel) to IndigoVision Shareholders as soon as practicable after the Effective Date and, in any event, no later than 14 days from the Effective Date to the address appearing or the register of members of IndigoVision (or, in the case of joint holders, at the address of that joint holder whose name stands first in the said register in respect of such joint holding) at the Scheme Record Time.

On the Effective Date, share certificates in respect of the old IndigoVision Shares will cease to be valid and should, if so requested by IndigoVision, be sent to IndigoVision for cancellation. In addition, on the Effective Date Scheme Shareholders' entitlements to IndigoVision Shares held within the CREST system will be cancelled.

General

All documents and remittances sent to IndigoVision Shareholders will be despatched at the risk of the persons entitled to them.

Except with the consent of the Panel, settlement of the Cash Consideration to which any Scheme Shareholder is entitled under the Scheme will be implemented in full in accordance with the terms of the Scheme free of any liens, right of set off, counterclaim, or other analogous right to which Bidco may otherwise be, or claim to be, entitled against any such Scheme Shareholder.

18. United Kingdom taxation

Your attention is drawn to Appendix 4 (*Taxation*) to this document, which contains a summary of certain limited aspects of the anticipated UK taxation treatment of IndigoVision Shareholders in respect of the Acquisition. The summary relates only to the position of IndigoVision Shareholders that are resident in the United Kingdom for taxation purposes at all relevant times. **If you are in any doubt as to your tax position, or you are a resident or subject to taxation in a jurisdiction outside the UK, you should consult your own professional adviser immediately.**

19. Financing of the Acquisition and cash confirmation

If the Scheme becomes effective, a total Cash Consideration of approximately £30.4 million will be payable pursuant to the Scheme based on the Fully Diluted Share Capital. The Cash Consideration will be financed using Bidco's existing cash resources.

In accordance with Rule 2.7(d) of the Code, finnCap, as sole financial adviser to Motorola Solutions and Bidco, has confirmed that it is satisfied that sufficient cash resources are available to Bidco to enable it to satisfy in full the Cash Consideration.

20. Action to be taken

You will find enclosed with this document:

- a BLUE Form of Proxy for use in respect of the Court Meeting; and
- a WHITE Form of Proxy for use in respect of the General Meeting;

You are requested to complete and sign the enclosed Forms of Proxy and return them in accordance with the instructions printed on them. Completed Forms of Proxy should be returned by post to the Company's registrar, Computershare Investor Services PLC, The Pavilions, Bridgwater Road, Bristol BS99 6ZY, to be received by no later than 10.00 a.m. on 6 May 2020 in relation to the Court Meeting and no later than 10.15 a.m. on 6 May 2020 in relation to the General Meeting (or, in the case of any adjournment of either Meeting, not later than 48 hours (excluding any part of a day that is not a working day) before the time fixed for the holding of the adjourned Meeting).

If the BLUE Form of Proxy for use at the Court Meeting is not returned by 10.00 a.m. on 6 May 2020 (or, in the case of any adjournment of such Meeting, not later than 48 hours (excluding any part of a day that is not a working day) before the time fixed for the holding of the adjourned Meeting), it will be invalid. Similarly, the WHITE Form of Proxy for use at the General Meeting will be invalid unless it is received by 10.15 a.m. on 6 May 2020 (or, in the case of any adjournment of such Meeting, not later than 48 hours (excluding any part of a day that is not a working day) before the time fixed for the holding of the adjourned Meeting).

As an alternative to completing and returning the printed Forms of Proxy, the IndigoVision Board recommends the electronic appointment of proxies through one of the two following means:

● Online appointment of proxies

You can register the appointment of a proxy electronically by logging on to the following website: www.investorcentre.co.uk/eproxy. To use this service, you will need your Control Number, Shareholder Reference Number and PIN printed on the accompanying Form of Proxy. Full details of the procedure are given on the website. For an electronic proxy appointment to be valid, the appointment must be received by Computershare Investor Services PLC no later than 10.00 a.m. on 6 May 2020 for the Court Meeting and no later than 10.15 a.m. on 6 May 2020 for the General Meeting.

● Electronic appointment of proxies through CREST

To appoint one or more proxies or to give an instruction to a proxy (whether previously appointed or otherwise) via the CREST system, CREST messages must be received by the Company's registrar, Computershare Investor Services PLC (ID number 3RA50), not later than 10.00 a.m. on 6 May 2020 in the case of the Court Meeting and by 10.15 a.m. on 6 May 2020 in the case of the General Meeting (or, in the case of any adjournment, not later than 48 hours (excluding any part of a day that is not a working day) before the time fixed for the holding of the adjourned Meeting). For this purpose, the time of receipt will be

taken to be the time (as determined by the timestamp generated by the CREST system) from which the issuer's agent is able to retrieve the message. The Company may treat as invalid a proxy appointment sent by CREST in the circumstances set out in Regulation 35(5)(a) of the Regulations.

It is important in particular that, for the Court Meeting, as many votes as possible are cast so that the Court may be satisfied that there is a fair representation of opinion of Scheme Shareholders.

COVID-19: Important Notice

As described in paragraph 10 (Action to be taken) of Part 1, the IndigoVision Board has concluded that, unless the Public Gathering Restrictions are lifted, IndigoVision Shareholders should not attend the Meetings in person. It is therefore currently intended that the Meetings will be held with only two members of the IndigoVision Board (who are both IndigoVision Shareholders) being present in person so as to constitute a quorum at each Meeting. In line with the recent guidance issued by The Chartered Governance Institute and reviewed by the UK Department for Business, Energy and Industrial Strategy, to ensure the safety of the limited number of people whose attendance is essential and to comply with the Public Gathering Restrictions, no other IndigoVision Shareholders will be permitted access to the Meetings. Although this outcome is highly undesirable, the IndigoVision Board believes that, in the circumstances, there is no alternative to ensure the health, safety and security of attendees and to allow the business of the Meetings to be transacted in accordance with the Public Gathering Restrictions.

Given the Public Gathering Restrictions, it is essential that IndigoVision Shareholders vote by proxy on the Scheme Resolution and the Special Resolution. Accordingly, the IndigoVision Board urges all IndigoVision Shareholders in the strongest possible terms to appoint the chairman of the Court Meeting and the General Meeting as their proxy (either electronically or by post through the printed Forms of Proxy) with their voting instructions. The failure of an IndigoVision Shareholder to do so, in the absence of any intervening change to the Public Gathering Restrictions, will result in that IndigoVision Shareholder being unable to vote on either the Scheme Resolution or the Special Resolution.

IndigoVision Shareholders should also be aware that, in relation to the printed Forms of Proxy, Royal Mail has indicated that it is likely that some areas of the country will experience a reduction in service levels due to absences at their local mail centre or delivery office due to the COVID-19 pandemic. Accordingly, in order to ensure that your vote on the Scheme Resolution and the Special Resolution is registered and counted, the IndigoVision Board recommends that:

- **if possible, voting by proxy should be undertaken online or, for eligible IndigoVision Shareholders, through CREST in the manner described below under the headings "Online appointment of proxies" and "Electronic appointment of proxies through CREST"; and**
- **if voting by proxy is undertaken through submission of the printed Forms of Proxy, these Forms of Proxy should be completed and sent to the Company's registrar, Computershare Investor Services PLC, as soon as possible.**

The Company will continue to monitor the advice issued by the UK Government and will make further arrangements and contingencies as necessary. The Company will provide any updates on the arrangements for the Meetings on its website at www.indigovision.com/investors.

21. Helpline

If you have any questions relating to this document, the Meetings, the appointment of proxies online or the completion and return of the printed Forms of Proxy, please telephone Computershare Investor Services PLC between 8.30 a.m. and 5.30 p.m. (London time), Monday to Friday (except UK public holidays) on 0370 707 1088 from within the UK or +44 (0) 370 707 1088 if calling from outside the UK. Calls to the 0370 707 1088 number from within the UK cost the same as calls to a national landline and may be included in your call package. Calls to the helpline from outside the UK will be charged at applicable international rates. Different charges may apply to calls from mobile telephones and calls may be recorded and randomly monitored for security and training purposes. The helpline cannot provide advice on the merits of the Acquisition nor give any financial, legal or tax advice.

22. Further information

The terms of the Scheme are set out in full in Part 3 (*The Scheme of Arrangement*) of this document. Your attention is also drawn to the further information contained in this document forming part of this Explanatory Statement and, in particular, Appendix 1 (*Conditions and certain further terms of the Acquisition*), Appendix 2 (*Financial Information on the IndigoVision Group*), Appendix 3 (*Financial Information on the Motorola Solutions Group*) and Appendix 5 (*Additional information*) to this document.

Yours faithfully

Nplus1 Singer Advisory LLP

PART 3
THE SCHEME OF ARRANGEMENT

COURT OF SESSION

SCHEME OF ARRANGEMENT
(under Part 26 of the Companies Act 2006)

between

INDIGOVISION GROUP PLC

and

THE SCHEME SHAREHOLDERS

(as hereinafter defined)

PRELIMINARY

(A) In this Scheme, unless inconsistent with the subject or context, the following expressions bear the following meanings:

2008 Option Plans	the IndigoVision Group plc 2008 Approved Share Option Scheme, the IndigoVision Group plc 2008 Share Option Scheme, the IndigoVision Group plc 2008 Stock Option Plan
Bidco	Motorola Solutions International Holding Limited, a company incorporated in England and Wales (company number 08223160), whose registered office is at Nova South, 160 Victoria Street, London SW1E 5LB, a wholly owned subsidiary of Motorola Solutions
Business Day	a day (excluding Saturdays and Sundays or public holidays in Scotland) on which banks generally are open for business in Edinburgh for the transaction of normal banking business
Cash Consideration	the cash payment of 405 pence per Scheme Share to be made pursuant to the Scheme to IndigoVision Shareholders
certificated or in certificated form	in relation to a share, not in uncertificated form in CREST
Code	The City Code on Takeovers and Mergers issued from time to time by the Panel
Companies Act	the Companies Act 2006 (as amended)
Court	the Court of Session in Edinburgh, Scotland
Court Hearing	the final hearing of Petition by the Court, at which the Court's sanction of the Scheme will be sought
Court Meeting	the meeting (and any adjournment of the meeting) of the holders of Scheme Shares convened by the Court under section 896 of the Companies Act to consider and, if thought fit, approve the Scheme
Court Order	the order of the Court, granted at the Court Hearing to sanction the Scheme, sanctioning the Scheme under section 899 of the Companies Act
CREST	the relevant system, as defined in the Regulations (in respect of which Euroclear is operator as defined in the Regulations)

Effective Date	the date on which the Scheme becomes effective in accordance with its terms
Euroclear	Euroclear UK & Ireland Limited, a limited company incorporated in England and Wales with registered number (02878738)
holder	a registered holder including any person entitled by transmission
IndigoVision or the Company	IndigoVision Group plc, a public limited company incorporated in Scotland (company number SC208809), whose registered office is at Charles Darwin House, Edinburgh Technopole, Milton Bridge, Edinburgh EH26 0PY
IndigoVision Share Plans	the 2008 Option Plans, the IndigoVision Group plc 2008 Long Term Incentive Plan, the 2018 IndigoVision Group plc 2018 Employee Share Option Plan, the IndigoVision Group plc 2018 Long Term Incentive Plan, the IndigoVision Group plc Share Incentive Plan 2010, and the Stand-Alone Option Grants
IndigoVision Shareholders	holders of IndigoVision Shares
IndigoVision Shares	ordinary shares of one penny each in the capital of the Company
Motorola Solutions Group	Motorola Solutions and its subsidiaries and where the context requires, each one of them
Motorola Solutions	Motorola Solutions, Inc., a corporation registered in the state of Delaware, United States of America
Panel	the Panel on Takeovers and Mergers
Petition	the application to the Court to sanction the Scheme under Part 26 of the Companies Act
Registrar of Companies	the Registrar of Companies in Scotland
Regulations	the Uncertificated Securities Regulations 2001 (SI 2001 No. 3755)
Scheme	this scheme of arrangement under Part 26 of the Companies Act proposed by IndigoVision to the IndigoVision Shareholders with or subject to any modification, addition or condition approved or imposed by the Court and agreed by IndigoVision and Bidco
Scheme Record Time	6.00 p.m. on the Business Day immediately prior to the Effective Date
Scheme Shareholders	holders of Scheme Shares
Scheme Shares	the IndigoVision Shares: <ul style="list-style-type: none"> (i) in issue at the date of this document; (ii) issued after the date of this document and before the Voting Record Time (if any); and (iii) issued on or after the Voting Record Time but before the Scheme Record Time on terms that the original or any subsequent holders thereof either are, or shall have agreed in writing to be, bound by the Scheme (if any), in each case other than the Treasury Shares

Stand-Alone Option Grants	options to acquire ordinary shares in the Target that have been granted to certain consultants to the IndigoVision Group pursuant to stand-alone agreements entered into with the relevant individuals
Treasury Shares	any IndigoVision Shares held by the Company in treasury as at the Scheme Record Time
uncertificated or in uncertificated form	in relation to a share, title to which is recorded in the relevant register of the share as being held in uncertificated form in CREST, and title to which, by virtue of the Regulations, may be transferred by means of CREST
Voting Record Time	6.00 p.m. on the day which is two days before the date of the Court Meeting or, if the Court Meeting is adjourned, 6.00 p.m. on the day which is two days before the date of such adjourned meeting
£, Sterling, pence, penny and p	the lawful currency of the United Kingdom

- (B) References to clauses are to clauses of this Scheme.
- (C) At the date of this Scheme, the issued share capital of the Company is £76,107.56 divided into 7,610,756 ordinary shares of one penny each, all of which are credited as fully paid and 272,816 of which are Treasury Shares.
- (D) No member of the Motorola Solutions Group holds any legal or beneficial interest in IndigoVision Shares as at the date of this Scheme nor will hold such interests before the Effective Date.
- (E) Bidco has agreed to appear by Counsel at the Court Hearing and to submit to be bound by, and to undertake to the Court to be bound by, this Scheme and to execute and do and procure to be executed and done all such documents, acts and things as may be necessary or desirable to be executed or done by it (or them) for the purpose of giving effect to this Scheme.

THE SCHEME

1. Transfer of the Scheme Shares

- 1.1 On the Effective Date, Bidco shall acquire all the Scheme Shares fully paid up, free from all encumbrances and together with all rights attaching to them at the Effective Date or thereafter, including voting rights and entitlement to all dividends and other distributions announced, declared, made or paid, or any return of capital (whether by way of reduction of share capital, repurchase or redemption or otherwise) made by the Company on, or after, the Effective Date.
- 1.2 For those purposes, the Scheme Shares shall be transferred to Bidco and to give effect to such transfers any person may be appointed by Bidco as attorney and/or agent and shall be authorised as such attorney and/or agent on behalf of the relevant Scheme Shareholder to execute and deliver as transferor a form of transfer or other instrument or instruction of transfer, or procure the transfer by means of CREST, of those Scheme Shares and every form, instrument or instruction of transfer so executed shall be effective as if it had been executed by the holder or holders of the Scheme Shares thereby transferred.
- 1.3 Forthwith upon receipt of any transfer of Scheme Shares in favour of Bidco which is executed in the manner provided by clause 1.2 and, where required, is duly stamped, the Company shall register the transferee as the holder of the Scheme Shares comprised in the transfer and shall effect such registration notwithstanding that the transfer is not accompanied by the certificate for the shares so comprised.

2. Consideration for the Scheme Shares

- 2.1 In consideration for the transfer of the Scheme Shares pursuant to clause 1, Bidco shall (subject as provided in this Part 3) pay to or for the account of Scheme Shareholders (as appearing on the register of members of the Company at the Scheme Record Time):

for each Scheme Share

405 pence in cash

- 2.2 Settlement of the Cash Consideration to which a Scheme Shareholder is entitled under the Scheme shall be implemented in full without regard to any lien, right of set-off, counterclaim or other analogous right to which Bidco may otherwise be, or claim to be, entitled against such shareholder.

3. Overseas Shareholders

The provisions of clauses 2 and 4 shall be subject to any prohibition or condition imposed by law.

4. Settlement

- 4.1 As soon as practicable after the Effective Date and, in any event, no later than 14 days from the Effective Date, Bidco shall:
- 4.1.1 in the case of Scheme Shares in certificated form at the Scheme Record Time, procure the despatch of cheques in respect of the sums payable to the persons entitled to them in accordance with clause 2; and
 - 4.1.2 in the case of Scheme Shares in uncertificated form at the Scheme Record Time, procure that Euroclear is instructed to create an assured payment obligation in favour of the appropriate account in CREST of the relevant holder with such holder's entitlement to the Cash Consideration, provided that Bidco reserves the right to make payment of the said sum by cheque if, for any reason outside its reasonable control, it is not able to effect settlement in accordance with this clause 4.1.2.
- 4.2 All deliveries of cheques shall be effected by Bidco by sending them by first class post in prepaid envelopes addressed to the persons entitled to them at their addresses as appearing in the register of members of the Company or, in the case of joint holders, at the address of that one of the joint holders whose name stands first in such register (except in either case as otherwise directed in writing) at the Scheme Record Time.
- 4.3 All cheques shall be in pounds sterling drawn on a UK clearing bank and shall be made payable to the person to whom (in accordance with the provisions of this clause 4) the envelope containing the cheque is addressed. The encashment of any such cheque or the creation of any such assured payment obligation as is referred to in this clause 4 shall be a complete discharge to Bidco for the moneys represented by them.
- 4.4 In the case of participants in the IndigoVision Share Plans, Bidco shall pay any Cash Consideration due through such means (including payroll) and subject to such deductions (including for any exercise price, tax and social security (or similar liabilities) due) as is agreed with the board of directors of IndigoVision.
- 4.5 None of the Company, Bidco or their respective agents and/or nominees shall be responsible for any loss or delay in the transmission of any documents, remittance, cheques or certificates sent or transmitted in accordance with this Scheme, which shall be sent at the risk of the persons entitled to them.
- 4.6 The provisions of this clause 4 shall be subject to any condition or prohibition imposed by law.

5. Certificates and cancellations

With effect from and including the Effective Date:

- 5.1 all certificates representing Scheme Shares shall cease to have effect as documents of title to the Scheme Shares comprised in them and every Scheme Shareholder shall be bound at the request of the Company to deliver up the same to the Company or to any person appointed by the Company to receive the same, or, as it may direct, to destroy them;
- 5.2 Euroclear shall be instructed to cancel the entitlements to Scheme Shares of IndigoVision Shareholders who hold their Scheme Shares in uncertificated form; and
- 5.3 the Company shall make, or shall procure that, appropriate entries are made in the Company's register of members to reflect the transfer of the Scheme Shares pursuant to clause 1.

6. Mandates

All mandates relating to the monetary payment of dividends on the Scheme Shares and other instructions, including communications preferences, given to the Company by Scheme Shareholders and in force at the Scheme Record Time shall, as from the Effective Date, cease to be valid.

7. Effective Date

- 7.1 This Scheme shall become fully effective in accordance with its terms as soon as an office copy of the Court Order has been delivered to the Registrar of Companies.
- 7.2 Unless this Scheme has become effective in accordance with its terms on or before 31 August 2020 or such later date (if any) as Bidco and the Company may, with the consent of the Panel, agree and (if required) the Court may allow, this Scheme shall never become effective.

8. Modification

Bidco and the Company may jointly consent on behalf of all concerned to any modification of, or addition to, this Scheme or to any condition that the Court may approve or impose.

9. Governing law

This Scheme is governed by Scots law and is subject to the jurisdiction of the Scottish courts. The rules of the Code also apply to this Scheme.

Dated: 14 April 2020

APPENDIX 1

CONDITIONS AND CERTAIN FURTHER TERMS OF THE ACQUISITION

The Acquisition will be conditional upon the Scheme becoming unconditional and becoming effective by not later than 31 August 2020, or such later date (if any) as IndigoVision and Bidco may, with the consent of the Panel (if required) agree and the Court may allow.

PART A: Conditions of the Scheme and the Acquisition

Long Stop Date

1. The Acquisition is conditional upon the Scheme becoming unconditional and effective, subject to the Code, by not later than 6.00 p.m. on the Long Stop Date.

Scheme approval

2. The Scheme will be subject to the following conditions:
 - (a) its approval by a majority in number of IndigoVision Shareholders who are on the register of members of IndigoVision at the Voting Record Time, present and voting (and entitled to vote), whether in person or by proxy, representing 75 per cent. or more in value of the IndigoVision Shares held by those IndigoVision Shareholders at the Court Meeting, or any adjournment thereof, provided that the Court Meeting may not be adjourned beyond the 22nd day after the expected date of the Court Meeting as set out in this document, or such later date (if any) as Motorola Solutions, Bidco and IndigoVision may agree and the Court may allow;
 - (b) the Special Resolution to be proposed at the General Meeting being duly passed by the requisite majority at the General Meeting;
 - (c) such General Meeting being held on or before the 22nd day after the expected date of the Court Meeting as set out in this document (or such later date as may be agreed by Motorola Solutions, Bidco and IndigoVision);
 - (d) the sanction of the Scheme by the Court (with or without modification but subject to any modification being on terms acceptable to Motorola Solutions, Bidco and IndigoVision) and the delivery of an office copy of the Court Order to the Registrar of Companies for registration; and
 - (e) either the Court Hearing being held on or before the 22nd day after the expected date of the Court Hearing as set out in this document (or such later date as may be agreed by Motorola Solutions, Bidco and IndigoVision) or, where the Court Hearing does not take place during such period by reason of the COVID-19 pandemic, the Court Hearing being held no later than three (3) Business Days prior to the Long Stop Date.
3. In addition, subject as stated in Part B below and to the requirements of the Panel, the Acquisition will be conditional upon the following Conditions and, accordingly, the Court Order shall not be delivered to the Registrar of Companies unless such Conditions (as amended, if appropriate) have been satisfied or, where relevant, waived:

Notifications, waiting periods and authorisations

- (a) the Acquisition having been cleared in accordance with the Austrian merger control provisions, being:
 - (i) the statutory review period pursuant to sec 11(1) or 11(1a) of the Austrian Cartel Act (Kartellgesetz 2005; "**KartG**") expires without neither the Federal Competition Authority nor the Federal Cartel Attorney (together the "**Statutory Parties**") having requested an examination of the Acquisition before the Cartel Court; or
 - (ii) the Statutory Parties waive their right to request an examination of the Acquisition before the Cartel Court pursuant to sec 11(4) KartG or withdraw their respective requests for an examination of the Acquisition before the Cartel Court; or
 - (iii) the Cartel Court or, upon appeal, the Austrian Supreme Cartel Court issues a legally binding clearance decision, a legally binding decision that no notifiable event arises in respect of

the Acquisition, or a legally binding decision to terminate the proceedings pursuant to section 14(1) KartG;

- (b) other than in respect of Condition 3(a), all necessary notifications, filings or applications having been made in connection with the Acquisition and all necessary waiting periods (including any extensions thereof) under any applicable legislation or regulation of any jurisdiction having expired, lapsed or been terminated (as appropriate) and all statutory and regulatory obligations in any jurisdiction having been complied with in each case in respect of the Acquisition and all Authorisations necessary in any jurisdiction for or in respect of the Acquisition and, except pursuant to Chapter 3 of Part 28 of the Companies Act, for the acquisition or the proposed acquisition of any shares or other securities in, or control or management of, IndigoVision or any other member of the IndigoVision Group by any member of the Motorola Solutions Group having been obtained in terms and in a form reasonably satisfactory to Motorola Solutions from all relevant Third Parties or (without prejudice to the generality of the foregoing) from any persons or bodies with whom any member of the IndigoVision Group or the Motorola Solutions Group has entered into contractual arrangements and all such Authorisations necessary to carry on the business of any member of the IndigoVision Group in any jurisdiction having been obtained and all such Authorisations remaining in full force and effect at the time at which the Acquisition becomes effective or otherwise wholly unconditional and there being no notice of an intention to revoke, suspend, restrict, modify or not to renew such Authorisations and all such necessary statutory or regulatory obligations in any jurisdiction having been complied with;
- (c) except with the consent or the agreement of Motorola Solutions, no resolution of IndigoVision Shareholders in relation to any acquisition or disposal of assets or shares (or the equivalent thereof) in any undertaking or undertakings (or in relation to any merger, demerger, consolidation, reconstruction, amalgamation or scheme) being passed at a meeting of IndigoVision Shareholders other than in relation to and as necessary to implement the Acquisition or the Scheme and, other than with the consent or the agreement of Motorola Solutions, no member of the IndigoVision Group having taken (or agreed or proposed to take) any action that requires, or would require, the consent of the Panel or the approval of IndigoVision Shareholders in accordance with, or as contemplated by, Rule 21.1 of the Code;

General regulatory

- (d) other than in respect of Condition 3(a), no antitrust regulator or Third Party having given notice of a decision or proposal to take, institute, implement or threaten any action, proceeding, suit, investigation, enquiry or reference (and in each case, not having withdrawn the same), or having required any action to be taken or otherwise having done anything or taken any steps, or having enacted or made or proposed to enact or make any statute, regulation, decision, order or change to published practice (and, in each case, not having withdrawn the same) and there not continuing to be outstanding any statute, regulation, decision or order which would or might reasonably be expected to:
 - (i) require, prevent or materially delay the divestiture or materially alter the terms envisaged for such divestiture by any member of the Motorola Solutions Group or by any member of the IndigoVision Group of all or any material part of its businesses, assets or property or impose any material limitation on the ability of all or any of them to conduct their businesses (or any part thereof) or to own, control or manage any of their assets or properties (or any part thereof);
 - (ii) except pursuant to Chapter 3 of Part 28 of the Companies Act, require any member of the Motorola Solutions Group or the IndigoVision Group to acquire or offer to acquire a material number of any shares, other securities (or the equivalent) or interest in any member of the IndigoVision Group or any asset owned by any Third Party (other than in the implementation of the Acquisition);
 - (iii) impose any limitation on, or result in a delay in, the ability of any member of the Motorola Solutions Group directly or indirectly to acquire, hold or to exercise effectively all or any rights of ownership in respect of shares or other securities in or loans to Motorola Solutions or on the ability of any member of the IndigoVision Group or any member of the Motorola Solutions Group directly or indirectly to hold or exercise effectively all or any rights of

- ownership in respect of shares or other securities (or the equivalent) in, or to exercise voting or management control over, any member of the IndigoVision Group;
- (iv) otherwise materially adversely affect any or all of the business, assets, prospects or profits of any member of the IndigoVision Group or the Motorola Solutions Group;
 - (v) result in any member of the IndigoVision Group ceasing to be able to carry on business under any name under which it presently carries on business to an extent which is material in the context of the IndigoVision Group taken as a whole or in the context of the Acquisition (as the case may be);
 - (vi) make the Acquisition, or any aspect of the Acquisition, its implementation or the acquisition of any shares or other securities in, or control or management of, IndigoVision by any member of the Motorola Solutions Group void, unenforceable and/or illegal under the laws of any relevant jurisdiction, or otherwise directly or indirectly materially prevent or prohibit, restrict, restrain, or delay or otherwise materially interfere with the implementation of, or impose additional materially adverse conditions or obligations with respect to, or otherwise materially challenge, impede, interfere or require material amendment of the Acquisition or the acquisition of any shares or other securities in, or control or management of, IndigoVision by any member of the Motorola Solutions Group;
 - (vii) require, prevent or materially delay a divestiture by any member of the Motorola Solutions Group of any shares or other securities (or the equivalent) in any member of the IndigoVision Group or any member of the Motorola Solutions Group; or
 - (viii) impose any material limitation on the ability of any member of the Motorola Solutions Group or any member of the IndigoVision Group to conduct, integrate or co-ordinate all or any part of its business with all or any part of the business of any other member of the Motorola Solutions Group and/or the IndigoVision Group in a manner which is materially adverse to the IndigoVision Group taken as a whole or the Motorola Solutions Group taken as a whole or in the context of the Acquisition (as the case may be),

and all applicable waiting and other time periods (including any extensions thereof) during which any such antitrust regulator or Third Party could decide to take, institute, implement or threaten any such action, proceeding, suit, investigation, enquiry or reference or take any other step under the laws of any relevant jurisdiction in respect of the Acquisition or the acquisition of any IndigoVision Shares or of management or voting control of IndigoVision or any member of the IndigoVision Group or otherwise intervene having expired, lapsed or been terminated;

Certain matters arising as a result of any arrangement, agreement, etc.

- (e) except as Disclosed, there being no provision of any arrangement, agreement, lease, licence, franchise, permit or other instrument to which any member of the IndigoVision Group is a party or by or to which any such member or any of its assets is or may be bound, entitled or be subject or any event or circumstance which, as a consequence of the Acquisition or the acquisition or the proposed acquisition by any member of the Motorola Solutions Group of any shares or other securities in IndigoVision or because of a change in the control or management of any member of the IndigoVision Group or otherwise, would or might reasonably be expected to result in, in each case to an extent which is material in the context of the IndigoVision Group taken as a whole or material in the context of the Acquisition:
 - (i) any monies borrowed by, or any other indebtedness, actual or contingent, of, or any grant available to, any member of the IndigoVision Group being or becoming repayable, or capable of being declared repayable, immediately or prior to its or their stated maturity date or repayment date, or the ability of any such member to borrow monies or incur any indebtedness being withdrawn or inhibited or being capable of becoming or being withdrawn or inhibited;
 - (ii) the creation or enforcement of any mortgage, charge or other security interest over the whole or any part of the business, property or assets of any member of the IndigoVision Group or any such mortgage, charge or other security interest (whenever created, arising or having arisen) becoming enforceable or being enforced;

- (iii) any assets of any such member being disposed of or charged or ceasing to be available to any such member, or any right arising under which any asset could be required to be disposed of or charged or could cease to be available to any such member other than in the ordinary course of business;
- (iv) any obligation to obtain or acquire any licence, permission, approval, clearance, permit, notice, consent, authorisation, waiver, grant, concession, agreement, certificate, exemption order or registration from any Third Party;
- (v) any arrangement, agreement, lease, licence, permit, licence, permission, approval, clearance, notice, consent, authorisation, waiver, grant, concession, certificate, exemption order or registration or other instrument being terminated or becoming capable of being terminated or adversely modified or the rights, liabilities, obligations or interests of any member of the IndigoVision Group being adversely modified or adversely affected or any obligation or liability arising or any adverse action being taken or arising thereunder;
- (vi) any liability of any member of the IndigoVision Group to make any severance, termination, bonus or other payment to any of its directors or other officers;
- (vii) the rights, liabilities, obligations, interests or business of any member of the IndigoVision Group or any member of the Motorola Solutions Group under any such arrangement, agreement, licence, permit, lease or instrument or the interests or business of any member of the IndigoVision Group or any member of the Motorola Solutions Group in or with any other person or body or firm or company (or any arrangement or arrangement relating to any such interests or business) being or becoming capable of being terminated, or adversely modified or affected or any onerous obligation or liability arising or any adverse action being taken thereunder;
- (viii) any member of the IndigoVision Group ceasing to be able to carry on business under any name under which it presently carries on business;
- (ix) the creation or acceleration of any liability to taxation or an adverse effect on the tax position of any member of the IndigoVision Group;
- (x) the value of, or the financial or trading position of, any member of the IndigoVision Group being prejudiced or adversely affected; or
- (xi) the creation or acceleration of any liability (actual or contingent and including without limitation for taxation) by any member of the IndigoVision Group or for which any such member may be responsible other than trade creditors or other liabilities incurred in the ordinary course of business,

and, except as Disclosed, no event having occurred which, under any provision of any arrangement, agreement, licence, permit, franchise, lease or other instrument to which any member of the IndigoVision Group is a party or by or to which any such member or any of its assets are bound, entitled or subject, would or might reasonably be expected to result in any of the events or circumstances as are referred to in Conditions 3(e)(i) to (xi) of this Part A, in each case to an extent which is material in the context of the IndigoVision Group taken as a whole.

Certain events occurring since 31 December 2018

- (f) except as Disclosed, no member of the IndigoVision Group having since 31 December 2018:
 - (i) issued, proposed or agreed to issue, or authorised or announced its intention to authorise or propose the issue, of, additional shares of any class, or securities or securities convertible into, or exchangeable for, or rights, warrants or options to subscribe for or acquire, any such shares, securities or convertible securities or transferred or sold or agreed to transfer or sell or authorised or proposed the transfer or sale of IndigoVision Shares (except as between IndigoVision and wholly owned subsidiaries of IndigoVision or between the wholly owned subsidiaries of IndigoVision and except for the issue or transfer out of treasury of IndigoVision Shares on the exercise of options or vesting of awards under the IndigoVision Share Plans) or redeemed, purchased or reduced any part of its share capital;

- (ii) recommended, declared, paid or made, or proposed to declare, pay or make any bonus, dividend or other distribution (whether payable in cash or otherwise) other than dividends (or other distributions, whether payable in cash or otherwise) lawfully paid or made by any wholly owned subsidiary of IndigoVision to IndigoVision or any of its wholly owned subsidiaries;
- (iii) save as between IndigoVision and its wholly-owned subsidiaries and except for the issue or transfer out of treasury of IndigoVision Shares on the exercise of options or vesting of awards under the IndigoVision Share Plans, effected, authorised, proposed or announced its intention to propose any change in its share or loan capital (or equivalent thereof);
- (iv) purchased, redeemed or repaid or announced any proposal to purchase, redeem or repay any of its own shares or other securities or reduced or made any other change to any part of its share capital;
- (v) sold or transferred or agreed to sell or transfer any IndigoVision Shares held by IndigoVision as treasury shares except for the issue or transfer out of treasury of IndigoVision Shares on the exercise of employee share options or vesting of employee share awards;
- (vi) proposed, agreed to provide or modified the terms of any share option scheme, incentive scheme or other benefit relating to the employment or termination of employment of any person employed by the IndigoVision Group;
- (vii) save as between IndigoVision and its wholly-owned subsidiaries and other than pursuant to the Acquisition, implemented, effected, authorised, proposed or announced its intention to propose any merger, demerger, reconstruction, arrangement, amalgamation, commitment or scheme or any acquisition or disposal or transfer of assets, shares (other than in the ordinary course of business) or loan capital (or the equivalent thereof) or any right, title or interest in any assets, shares or loan capital (or the equivalent thereof) or other transaction or arrangement in respect of itself or another member of the IndigoVision Group;
- (viii) acquired or disposed of or transferred (other than in the ordinary course of business) or mortgaged, charged or encumbered any assets or shares or any right, title or interest in any assets or shares (other than in the ordinary course of business) or authorised the same or entered into, varied or terminated or authorised, proposed or announced its intention to enter into, vary, terminate or authorise any agreement, arrangement, contract, transaction or commitment (other than in the ordinary course of business and whether in respect of capital expenditure or otherwise) which is of a loss-making, long-term or unusual or onerous nature or magnitude, or which involves or could involve an obligation of such a nature or magnitude;
- (ix) exercised any pre-emption rights, or any similar rights that allow any member of the IndigoVision Group to subscribe for, or acquire, shares in any other person;
- (x) issued, authorised or proposed the issue of or made any change in or to any debentures, or (other than in the ordinary course of business) incurred or increased any indebtedness or liability, actual or contingent, which is material in the context of the IndigoVision Group taken as a whole or in the context of the Acquisition;
- (xi) been unable or admitted that it is unable to pay its debts or having stopped or suspended (or threatened to stop or suspend) payment of its debts generally or ceased or threatened to cease carrying on all or a substantial part of its business or proposed or entered into any composition or voluntary arrangement with its creditors (or any class of them) or the filing at court of documentation in order to obtain a moratorium prior to a voluntary arrangement or, by reason of actual or anticipated financial difficulties, commenced negotiations with one or more of its creditors with a view to rescheduling any of its indebtedness;
- (xii) made, or announced any proposal to make, any change or addition to any retirement, death or disability benefit or any other employment- related benefit (including, but not limited to, bonuses, retention arrangements or share incentive schemes or other benefit relating to the employment or termination of employment of any employee of the IndigoVision Group) of or in respect of any of its directors, employees, former directors or former employees;

- (xiii) save as between IndigoVision and its wholly-owned subsidiaries, granted any lease or third party rights in respect of any of the leasehold or freehold property owned or occupied by it or transferred or otherwise disposed of any such property;
- (xiv) entered into or varied or made any offer (which remains open for acceptance) to enter into or vary the terms of any service agreement, commitment or arrangement with any director or senior executive of IndigoVision or any director or senior executive of the IndigoVision Group;
- (xv) taken any action which results in the creation or acceleration of any material tax liability or any member of the IndigoVision Group or a material adverse effect on the tax position of any such member;
- (xvi) taken or proposed any corporate action or had any steps taken or had any legal proceedings started or threatened against it for its winding-up (voluntary or otherwise), dissolution, striking-off or reorganisation or for the appointment of a receiver, administrator (including the finding of any administration application, notice of intention to appoint an administrator or notice of appointment of an administrator), administrative receiver, trustee or similar officer of all or any material part of its assets or revenues or for any analogous proceedings or steps in any jurisdiction or for the appointment of any analogous person in any jurisdiction;
- (xvii) made any amendment to its memorandum or articles of association;
- (xviii) waived, compromised or settled any claim or authorised any such waiver or compromise, save in the ordinary course of business, which is material in the context of the IndigoVision Group taken as a whole or material in the context of the Acquisition;
- (xix) taken, entered into or had started or threatened against it in a jurisdiction outside England and Wales any form of insolvency proceeding or event similar or analogous to any of the events referred to in Conditions 3(f)(xi) and (xvi) of this Part A above;
- (xx) entered into any agreement, contract, transaction, arrangement or commitment or terminated or varied the terms of any agreement or arrangement (other than in the ordinary course of business), which is material in the context of the IndigoVision Group taken as a whole or in the context of the Acquisition;
- (xxi) entered into any contract, transaction or arrangement which is restrictive on the business of any member of the IndigoVision Group or which is or could involve obligations which would or might reasonably be expected to be so restrictive, in any such case which is material in the context of the IndigoVision Group taken as a whole;
- (xxii) entered into, implemented or authorised the entry into, any joint venture, asset or profit sharing agreement, partnership or merger of business or corporate entities which is material in the context of the IndigoVision Group taken as a whole; or
- (xxiii) agreed to enter into or entered into an agreement or arrangement or commitment or passed any resolution or announced any intention or made any offer (which remains open to acceptance) with respect to any of the transactions, matters or events referred to in this Condition (f);

No adverse change, litigation, regulatory enquiry or similar

- (g) since 31 December 2018, except as Disclosed, there having been:
 - (i) no adverse change and no circumstance having arisen which would or would be reasonably expected to, result in any material adverse change, in the business, assets, financial or trading position or profits or prospects or operational performance of any member of the IndigoVision Group, in each case to an extent which is material in the context of the IndigoVision Group taken as a whole or is material in the context of the Acquisition;
 - (ii) no litigation, arbitration proceedings, prosecution or other legal proceedings having been threatened, announced or instituted by or against or remaining outstanding against or in respect of any member of the IndigoVision Group or to which any member of the IndigoVision Group is or may become a party (whether as claimant, defendant or otherwise)

having been threatened, announced, instituted or remaining outstanding by, against or in respect of, any member of the IndigoVision Group, in each case which is or might reasonably be expected to be material in the context of the IndigoVision Group, or the Motorola Solutions Group, taken as a whole or in the context of the Acquisition;

- (iii) no enquiry, review or investigation by, or complaint or reference to, any Third Party against or in respect of any member of the IndigoVision Group having been threatened, announced or instituted or remaining outstanding by, against or in respect of any member of the IndigoVision Group, in each case which might reasonably be expected to have a material adverse effect on the IndigoVision Group, or the Motorola Solutions Group, taken as a whole or in the context of the Acquisition;
- (iv) no contingent or other liability having arisen or increased which is reasonably likely to affect adversely the business, assets, financial or trading position or profits or prospects of any member of the IndigoVision Group to an extent which is material in the context of the IndigoVision Group taken as a whole or in the context of the Acquisition; or
- (v) no steps having been taken and no omissions having been made which are likely to result in the withdrawal, cancellation, termination or modification of any licence held by any member of the IndigoVision Group which is necessary for the proper carrying on of its business and the withdrawal, cancellation, termination or modification of which might reasonably be expected to have a material adverse effect on the IndigoVision Group taken as a whole or in the context of the Acquisition;

No discovery of certain matters regarding information, liabilities and environmental issues

- (h) except as Disclosed, Motorola Solutions not having discovered that:
 - (i) any financial, business or other information concerning the IndigoVision Group publicly announced prior to the date of the Announcement or disclosed at any time to any member of the Motorola Solutions Group by or on behalf of any member of the IndigoVision Group prior to the date of the Announcement is misleading, contains a material misrepresentation of any fact, or omits to state a fact necessary to make that information not misleading;
 - (ii) any member of the IndigoVision Group is subject to any material liability, contingent or otherwise, which is not disclosed in the annual reports and accounts of IndigoVision for the financial year ended 31 December 2018;
 - (iii) that any member of the IndigoVision Group or any partnership, company or other entity in which any member of the IndigoVision Group has a significant economic interest and which is not a subsidiary undertaking of IndigoVision is subject to any liability, contingent or otherwise which is outside the ordinary course of business and which is material in the context of the IndigoVision Group taken as a whole; or
 - (iv) that there is or is reasonably likely to be any material obligation or liability (whether actual or contingent) or requirement to make good, remediate, repair, reinstate or clean up any property, asset or any controlled waters currently or previously owned, occupied, operated or made use of or controlled by any past or present member of the IndigoVision Group, or in which any such member may have or previously have had or be deemed to have had an interest, under any environmental legislation, common law, regulation, notice, circular, Authorisation or order of any Third Party in any jurisdiction or to contribute to the cost thereof or associated therewith or indemnify any person in relation thereto and which is material in the context of the IndigoVision Group taken as a whole;

Anti-corruption and criminal property

- (i) except as Disclosed, Motorola Solutions not having discovered that:
 - (i) any past or present member, director, officer or employee of the IndigoVision Group or any person that performs or has performed services for or on behalf of any such company is or has engaged in any activity, practice or conduct which would constitute an offence under the Bribery Act 2010, as amended or the US Foreign Corrupt Practices Act 1977, as amended or any other anti-corruption legislation applicable to the IndigoVision Group;

- (ii) any past or present member of the IndigoVision Group has engaged in any activity or business with, or made any investments in, or made any payments to any government, entity or individual covered by any of the economic sanctions administered by the United Nations or the European Union (or any of their respective member states) or the United States Office of Foreign Assets Control or any other governments or supranational body or authority in any jurisdiction;
- (iii) any asset of any member of the IndigoVision Group constitutes criminal property as defined by section 340(3) of the Proceeds of Crime Act 2002 (but disregarding paragraph (b) of that definition); or
- (iv) any past or present member, director, officer or employee of the of IndigoVision Group has engaged in any business with or made any investments in, or made any payments, funds or assets available, to or received any funds or assets from: (i) any government, entity or individual in respect of which US or European Union persons, or persons operating in those territories, are prohibited from engaging in activities or doing business, or from receiving or making available funds or economic resources, by US or European Union laws or regulations, including the economic sanctions administered by the United States Office of Foreign Assets Control or HM Treasury & Customs; or (ii) any government, entity or individual named by any of the economic sanctions of the United Nations or the European Union or any of their respective member states, in each case to an extent which is material in the context of the IndigoVision Group as a whole.

PART B: Certain further terms of the Acquisition

1. Subject to the requirements of the Panel, Motorola Solutions reserves the right in its sole discretion to waive (if capable of waiver) in whole or in part:
 - (a) any of the Conditions set out in the above Condition 2 of Part A for the timing of the Court Meeting, the General Meeting and the Court Hearing. If any such deadline is not met, Motorola Solutions shall make an announcement by 8.00 a.m. on the Business Day following such deadline confirming whether it has invoked or waived the relevant Condition or agreed with IndigoVision to extend the deadline in relation to the relevant Condition; and
 - (b) all or any of the above Conditions 3(a) to (i) of Part A inclusive.
2. If Motorola Solutions is required by the Panel to make an offer for IndigoVision Shares under the provisions of Rule 9 of the Code, Motorola Solutions may make such alterations to any of the above Conditions and terms of the Acquisition as are necessary to comply with the provisions of that Rule.
3. The Scheme and the Acquisition shall not become effective if:
 - (a) in so far as the Acquisition or any matter arising from or relating to the Scheme or Acquisition constitutes a concentration with a Community dimension within the scope of the Merger Regulation, the European Commission either initiates proceedings under Article 6(1)(c) of the Merger Regulation or makes a referral to a competent authority in the United Kingdom under Article 9(1) of the Merger Regulation and there is then a Phase 2 CMA Reference; or
 - (b) the Acquisition or any matter arising from or relating to the Scheme or Acquisition becomes subject to a Phase 2 CMA Reference,
 in each case, before the date of the Court Meeting.
4. Under Rule 13.5 of the Code, neither Motorola Solutions nor Bidco may invoke a condition of the Scheme so as to cause the Scheme not to proceed, to lapse or to be withdrawn unless the circumstances which give rise to the right to invoke the condition are of material significance to Motorola Solutions in the context of the Acquisition. Whether or not such condition can be invoked would be determined by the Panel. The conditions contained in Conditions 1 and 2 and 3(a) of Part A are not subject to this provision of the Code.
5. Motorola Solutions shall not be under any obligation to waive (if capable of waiver), to determine, to be or remain satisfied or to treat as fulfilled any of the Conditions in 2 or 3 of Part A (to the extent capable of waiver), by a date earlier than the latest date for the fulfilment of that Condition notwithstanding that the other Conditions of the Acquisition may at such earlier date have been waived or fulfilled and that there are at such earlier date no circumstances indicating that any of such Conditions may not be capable of fulfilment.

6. The IndigoVision Shares to be acquired under the Acquisition will be acquired fully paid and free from all encumbrances and together with all rights now or hereafter attaching or accruing to them, including voting rights and the right to receive and retain in full all dividends and other distributions (if any) declared, made, paid or payable, or any other return of capital made on or after the on or after the commencement of the Offer Period.
7. If, prior to the Court Hearing, any dividend and/or other distribution and/or other return of capital is authorised, declared, made or paid or becomes payable in respect of IndigoVision Shares, Motorola Solutions reserves the right (without prejudice to any right of Motorola Solutions, with the consent of the Panel, to invoke Conditions 3(f)(ii) or 3(f)(iv) in Part A above) to reduce the Cash Consideration payable under the Scheme in respect of an IndigoVision Share by the aggregate amount of such dividend or distribution (excluding associated tax credit).⁵¹
8. If any such dividend or distribution is authorised, declared, made or paid or becomes payable before the Court Hearing and if Motorola Solutions exercises its rights described in these paragraphs 7 to 10, any reference in this document to the Cash Consideration payable under the Scheme shall be deemed to be a reference to the Cash Consideration as so reduced.
9. To the extent that such a dividend or distribution has been authorised or declared but has not been paid or made or become payable before the Court Hearing and such dividend or distribution is cancelled, then the Cash Consideration payable under the Scheme shall not be subject to change in accordance with these paragraphs 7 to 10.
10. Any exercise by Motorola Solutions of its rights referred to in these paragraphs 7 to 10 shall be the subject of an announcement and, for the avoidance of doubt, shall not be regarded as constituting any revision or variation of the Acquisition.
11. Fractional entitlements of pence payable IndigoVision Shareholders under the Acquisition will be rounded down to the nearest whole number of pence.
12. Motorola Solutions and Bidco reserve the right to elect (with the consent of the Panel) to implement the Acquisition by way of a Takeover Offer as an alternative to the Scheme. In such event, the Acquisition will be implemented on substantially the same terms subject to appropriate amendments, including (without limitation), with the consent of the Panel, if required, an acceptance condition set at 90 per cent, (or such lesser percentage, being more than 50 per cent, as Motorola Solutions and Bidco may decide) of the shares to which such offer relates, so far as applicable, as those which would apply to the Scheme.
13. The availability of the Acquisition to persons not resident in the United Kingdom may be affected by the laws of the relevant jurisdictions. Persons who are not resident in the United Kingdom should inform themselves about and observe any applicable requirements.
14. The Acquisition is not being made, directly or indirectly, in, into or from, or by use of the mails of, or by any means of instrumentality (including, but not limited to, facsimile, e-mail or other electronic transmission, telex or telephone) of interstate or foreign commerce of, or of any facility of a national, state or other securities exchange of, any jurisdiction where to do so would violate the laws of that jurisdiction and will not be capable of acceptance by any such use, means, instrumentality or facility or from within any such jurisdiction.
15. Motorola Solutions reserves the right for any other member of the Motorola Solutions Group from time to time to implement the Acquisition.
16. The Scheme will be governed by laws of Scotland and is subject to the jurisdiction of the Scottish courts and to the Conditions and further terms set out in this Appendix 1. The Acquisition will be subject to the applicable requirements of the Code, the Panel, the AIM Rules, the London Stock Exchange and the FCA.
17. Each of the Conditions will be regarded as a separate Condition and will not be limited by reference to any other Condition.

APPENDIX 2

FINANCIAL INFORMATION ON THE INDIGOVISION GROUP

PART A: Financial information

The following sets out the financial information in respect of IndigoVision as required by Rule 24.3 of the Code. The documents referred to below, the contents of which have previously been announced through a Regulatory Information Service, are incorporated into this document by reference pursuant to Rule 24.15 of the Code:

<i>Financial information</i>	<i>Reference/hyperlink</i>	<i>Page numbers</i>
Preliminary results for the financial year ended 31 December 2019	https://www.indigovision.com/download/2020-march-05-final-results-2019/	14-48
Interim financial statements for the six months ended 30 June 2019	https://www.indigovision.com/download/2019-august-14-interim-results-pdf/	5-11
Annual Report and Accounts for the financial year ended 31 December 2018	https://www.indigovision.com/download/2018-annual-report/	24-63
Annual Report and Accounts for the financial year ended 31 December 2017	https://www.indigovision.com/download/2017-annual-report/	28-65

PART B: IndigoVision ratings information

There are no current ratings and outlooks publicly accorded to IndigoVision.

PART C: No Significant Change since the Accounting Date

The IndigoVision Directors are not aware of any significant change in the financial or trading position occurring since the Accounting Date.

PART D: General

No incorporation of website information

Save as expressly referred to herein, neither the content of IndigoVision's website, nor the content of any website accessible from hyperlinks on IndigoVision's website, is incorporated into, or forms part of, this document.

Requests for hard copies

IndigoVision will post within two Business Days, without charge, to each person to whom a copy of this document has been sent, on their request, a copy of any documents incorporated by reference in this document. Requests should be made by email to ir@indigovision.com, by telephone to +44 (0) 131 475 7229 or by post to IndigoVision Group plc, Charles Darwin House, The Edinburgh Technopole, Milton Bridge, Edinburgh EH26 0PY. A hard copy of any documents incorporated by reference will not be sent to recipients of this document unless specifically requested.

APPENDIX 3

FINANCIAL INFORMATION ON THE MOTOROLA SOLUTIONS GROUP

PART A: Financial information

The financial information below in respect of the Motorola Solutions Group (as required by Rule 24.3 of the Code) forms part of the consolidated audited accounts for Motorola Solutions Group for the financial years ended 31 December 2018 and 31 December 2019. Such information referred to below is contained in Motorola Solutions' Annual Report for the relevant years and is incorporated by reference into this document pursuant to Rule 24.15 of the Code and is available free of charge from the respective hyperlinks specified below. For the avoidance of doubt, only those sections of the sources specifically referred to below are incorporated by reference into this document.

<i>Information/Document</i>	<i>Hyperlink</i>	<i>Page numbers</i>
Motorola Solutions' consolidated audited accounts for the financial year ended 31 December 2018 in Motorola Solutions' Annual Report 2018	https://investors.motorolasolutions.com/interactive/newlookandfeel/4280272/2018AnnualReport.pdf	48-95
Motorola Solutions' consolidated audited accounts for the financial year ended 31 December 2019 in Motorola Solutions' Annual Report 2019	https://investors.motorolasolutions.com/Interactive/newlookandfeel/4280272/2019-Annual-Report-bookmarked.pdf	48-98

PART B: Ratings information

Motorola Solutions is assigned a long-term rating of BBB- with a "stable" outlook by S&P and is assigned an issuer rating of Baa3 with a "Stable" outlook by Moody's. Fitch has assigned Motorola Solutions a long-term Issuer default rating of BBB- with a "stable" outlook. Bidco itself is not accorded any current ratings or outlooks.

The above ratings have not changed since the commencement of the Offer Period.

PART C: Bidco

The principal activity of Bidco is to act as a holding company for a number of Motorola Solutions' operating companies in the EMEA region. For the year ended 31 December 2018 (the last year for which published accounts are available for Bidco), Bidco had revenue of US\$5.9 million and profit before tax of US\$4.8 million. Bidco's net assets at 31 December 2018 were US\$586.5 million.

PART D: General

No incorporation of website information

Save as expressly referred to herein, neither the content of Motorola Solutions' website, nor the content of any website accessible from hyperlinks on Motorola Solutions' website, is incorporated into, or forms part of, this document.

Requests for hard copies

Bidco will post within two Business Days, without charge, to each person to whom a copy of this document has been sent, on their request, a copy of any documents incorporated by reference in this document. Requests should be addressed by email to investors@motorolasolutions.com, by post to Bidco at Nova South, 160 Victoria Street, London SW1E 5LB, United Kingdom or by telephone to +44(0)1256484636. A hard copy of any documents incorporated by reference will not be sent to recipients of this document unless specifically requested.

APPENDIX 4

TAXATION

UK TAXATION

The comments set out below summarise IndigoVision's understanding of certain limited aspects of the UK taxation consequences of the Scheme becoming effective. This summary is based on current law and on what is understood to be current HM Revenue & Customs' practice, both of which are subject to change, possibly with retrospective effect.

This is intended as a general guide only and applies to Scheme Shareholders resident (or, if individuals, resident and domiciled) for tax purposes in the UK who hold their Scheme Shares as an investment and who are the absolute beneficial owners of such Scheme Shares and who have not (and are not deemed to have) acquired their Scheme Shares by virtue of an office or employment. In addition, certain categories of Scheme Shareholders, such as brokers, dealers or traders in shares or securities, insurance companies and collective investment schemes may be subject to special rules and this summary does not apply to such Scheme Shareholders.

Special tax provisions may apply to IndigoVision Shareholders who have acquired or who acquire their Shares by exercising options or receiving vested Shares under the IndigoVision Share Plans. The UK tax treatment of such Shareholders will be summarised in separate communications to such Shareholders, but any such Shareholders who are in any doubt as to their taxation position should consult an independent professional tax adviser.

The following paragraphs do not consider the UK taxation consequences should Bidco, with the consent of the Panel, elect to implement the Acquisition by way of a Takeover Offer. Such consequences would be set out in a separate offer document.

Persons who are in any doubt about their tax position, or who are resident or otherwise subject to taxation in a jurisdiction outside the UK, should consult their own professional advisers immediately.

1. Taxation of chargeable gains

Liability to UK taxation on chargeable gains will depend on the individual circumstances of each Scheme Shareholder.

A Scheme Shareholder receiving the Cash Consideration under the Scheme will be treated as making a disposal of such Scheme Shares. Such a disposal might, depending on the Scheme Shareholder's individual circumstances (including the availability of exemptions, reliefs or allowable losses), give rise to a liability to UK taxation on chargeable gains. Any chargeable gain on such a disposal will be computed by reference to their market values at the time of the relevant disposal.

2. Stamp Duty and SDRT

No UK stamp duty or stamp duty reserve tax should be payable by Scheme Shareholders as a result of the Scheme or the transfer of Scheme Shares under the Scheme.

3. IndigoVision Share Plans

Special tax provisions may apply to Scheme Shareholders who have acquired or acquire their Scheme Shares under the IndigoVision Share Plans, including provisions imposing a charge to income tax and National Insurance contributions. The UK tax treatment of such Scheme Shareholders will be summarised in separate communications that are being sent to such Scheme Shareholders in accordance with paragraph 15 of Part 2 (*Explanatory Statement*) of this document, but persons who are in any doubt as to their taxation position should consult an independent financial adviser immediately.

If you are in any doubt as to your tax position or you are resident in or subject to taxation in a jurisdiction outside the UK, you should consult your independent professional adviser immediately.

APPENDIX 5

ADDITIONAL INFORMATION

1. Responsibility statements

- (a) The IndigoVision Directors, whose names are set out in paragraph 2(a) below, each accept responsibility for the information contained in this document other than information for which responsibility is taken by the Motorola Solutions Responsible Persons pursuant to paragraph 1(b) below. To the best of the knowledge and belief of the IndigoVision Directors (who have taken all reasonable care to ensure that such is the case), the information and expressions of opinion contained in this document for which they accept responsibility is in accordance with the facts and does not omit anything likely to affect the import of such information.
- (b) The Motorola Solutions Responsible Persons, whose names are set out below in this paragraph 1(b), each accept responsibility for the information contained in this document relating to Bidco, the Motorola Solutions Group and the Motorola Solutions Responsible Persons (and, in each case, their close relatives and related trusts) are:

<i>Name</i>	<i>Position</i>
Gregory Brown	Director, Chairman and Chief Executive Officer of Motorola Solutions
John Kedzierski	Senior Vice President, Video Security Solutions, Motorola Solutions
Michael Annes	Senior Vice President, Business Development, Motorola Solutions
Kristin Kruska	Corporate Vice President, Transactions, Corporate & Securities Law and Secretary, Motorola Solutions
Dan Pekofske	Bidco Director
Oscar Henken	Bidco Director

To the best of the knowledge and belief of the Motorola Solutions Responsible Persons (who have taken all reasonable care to ensure that such is the case), the information and expressions of opinion contained in this document for which they accept responsibility is in accordance with the facts and does not omit anything likely to affect the import of such information.

2. Directors and executive officers

- (a) The IndigoVision Directors are as follows:

<i>Name</i>	<i>Position</i>
Max William Thowless-Reeves	Chairman
Victoria Macleod	Independent Non-Executive Director
George Reginald Elliott	Non-Executive Director
Pedro Vasco Tadeu Felix Simoes	Chief Executive Officer
Christopher Paul Lea	Chief Financial Officer and Company Secretary

The registered office of IndigoVision, and the business address of each of the IndigoVision Directors, is Charles Darwin House, Edinburgh Technopole, Milton Bridge, Edinburgh EH26 0PY, United Kingdom.

(b) The Bidco Directors are as follows:

<i>Name</i>	<i>Position</i>
Oscar Lynn Alexander Henken	Director
Daniel George Pekofske	Director

The registered office of Bidco, and the business address of each of the Bidco Directors, is Nova South, 160 Victoria Street, London SW1E 5LB, United Kingdom.

(c) The directors of Motorola Solutions are as follows:

<i>Name</i>	<i>Position</i>
Gregory Brown	Chairman and Chief Executive Officer
Kenneth Denman	Lead independent director
Egon Durban	Director
Gregory Mondre	Director
Clayton Jones	Director
Judy Lewent	Director
Anne Pramaggiore	Director
Joseph Tucci	Director

Motorola Solutions is a corporation incorporated under the laws of the state of Delaware and its principal place of business is 500 W. Monroe Street, Chicago, Illinois, United States. Its shares are listed on the New York Stock Exchange.

3. Market quotations

Set out below are the Closing Prices for IndigoVision Shares (as derived from the Daily AIM List) on the first Business Day in each of the 6 months immediately before the date of this document, on 16 March 2020 (the last Business Day prior to the commencement of the Offer Period), and on the disclosure date:

<i>Date</i>	<i>IndigoVision Share Closing Price</i>
1 October 2019	228p
1 November 2019	189p
2 December 2019	208p
2 January 2020	175p
3 February 2020	204p
2 March 2020	202p
16 March 2020	177p
1 April 2020	380p
Latest Practicable Date	385p

4. Disclosure of interests, short positions and dealings in relevant securities

(a) For the purposes of this Appendix 5 (*Additional information*), reference to:

- (i) “**acting in concert**” is to such term as defined in the Code, and will include persons presumed to be acting in concert under the Code unless the contrary is established;
- (ii) an “**arrangement**” includes any indemnity or option arrangement, and any agreement or understanding, formal or informal, of whatever nature, relating to relevant securities of IndigoVision or (as the case may be) Bidco which may be an inducement to deal or refrain from dealing;
- (iii) “**close relatives**” is to such term as defined in the Code;
- (iv) “**connected adviser**” is to such term as defined in the Code;
- (v) “**control**” means an interest, or interests, in shares carrying in aggregate 30 per cent. or more of the voting rights of a company, irrespective of whether such interest or interests give de facto control;
- (vi) “**dealing**” is to such term as defined in the Code, and “**dealt**” shall be construed accordingly;

- (vii) “**derivative**” is to such term as defined in the Code;
- (viii) “**disclosure period**” means the period commencing on 17 March 2019 (being the date 12 months prior to the commencement of the Offer Period) and ending on the “**disclosure date**” which means the close of business on the Last Practicable Date;
- (ix) an “**interest**” or “**interests**” in relevant securities is to have the meaning given to it in the Code and reference to the interests of the IndigoVision Directors or the Motorola Solutions Responsible Persons in relevant securities shall include all interests of any other person whose interests in shares the IndigoVision Directors or the Motorola Solutions Responsible Persons (as the case may be) would be required to disclose pursuant to Part 22 of the Companies Act;
- (x) “**offer period**” means the period commencing on 17 March 2020 and ending on the disclosure date;
- (xi) “**relevant securities of Bidco**” or “**Bidco securities**” include Bidco Shares and securities convertible into or exchangeable for, rights to subscribe for or options in respect of, and derivatives referenced to, Bidco Shares;
- (xiv) “**relevant securities of IndigoVision**” or “**IndigoVision securities**” include IndigoVision Shares and securities convertible into or exchangeable for, rights to subscribe for or options in respect of, and derivatives referenced to, IndigoVision Shares; and
- (xv) “**short position**” means any short position (whether conditional or absolute and whether in the money or otherwise) including any short position under a derivative, any agreement to sell or any delivery obligation or right to require another person to purchase or take delivery.

Interests and dealings in relevant securities of IndigoVision

(b) *Interests in relevant securities of IndigoVision*

- (i) As at the disclosure date, the following IndigoVision Directors, their close relatives and any other person whose interests in shares an IndigoVision Director is taken to be interested held the following interests or short positions:

<i>Name</i>	<i>IndigoVision securities</i>	
	<i>Number of IndigoVision Shares</i>	<i>% of issued share capital</i>
Max Thowless-Reeves	157,383	2.14%
Vikki Macleod	10,000	0.14%
George Elliott	18,000	0.25%
Pedro Simoes	30,262*	0.41%
Chris Lea	39,344*	0.54%
Total	<u> </u>	<u> </u>

* Totals include 5,262 IndigoVision Shares allocated under the SIP to Pedro Simoes and 9,344 IndigoVision Shares allocated under the SIP to Chris Lea.

- (ii) As at the disclosure date, the following IndigoVision Directors, their close relatives and any other person whose interests in shares an IndigoVision Director is taken to be interested held the following rights to acquire IndigoVision Shares under the IndigoVision Share Plans (provided for the avoidance of doubt that this does not include IndigoVision Shares allocated to the IndigoVision Directors as participants under the SIP, which are incorporated within the table set out in paragraph (d)(i) above):

<i>Name</i>	<i>IndigoVision Share Plan</i>	<i>No. of IndigoVision Shares under option or award</i>	<i>Date of grant</i>	<i>Exercise price per IndigoVision Share (pence)</i>	<i>Exercise period/ vesting date</i>
Pedro Simoes	2008 LTIP	22,848	19/10/17	Nil	19/10/20 to 19/04/22
2018 LTIP	375 units*	21/11/18	Nil		05/03/23 to 21/11/28
Chris Lea	2008 LTIP	18,393	15/03/17	Nil	15/03/20 to 15/09/22
2018 LTIP	375 units*	21/11/18	Nil		05/03/23 to 21/11/28

* These "units" relate to the individual's interest granted pursuant to the 2018 LTIP; they will ultimately be used to determine the number of IndigoVision Shares that he is entitled to acquire on the exercise of his award under that arrangement. This calculation can only be carried out at the time the Scheme is sanctioned by the Court but it is currently anticipated that, pursuant to the terms of the 2018 LTIP, Pedro Simoes will receive 83,281 IndigoVision Shares and Chris Lea will receive 87,736 IndigoVision Shares. The acquisitions of these shares will, to the maximum extent possible, be carried out pursuant to the exercise of parallel, tax efficient "EMI options" that were granted to Pedro Simoes and Chris Lea under the applicable plan's rules, with any balance of IndigoVision Shares being acquired through the exercise of non-tax-efficient options.

(c) **General**

Save as disclosed in this paragraph 4:

- (i) as at the disclosure date, none of:

- the Motorola Solutions Group;
- the Motorola Solutions Responsible Persons or their respective close relatives or related trusts;
- any person acting in concert with Bidco or Motorola Solutions; or
- any person with whom Bidco or Motorola Solutions, or any person acting in concert with Bidco or Motorola Solutions, has or had an arrangement,

had any interest in, or right to subscribe for, or had any short position in relation to any relevant securities of IndigoVision, and nor had any such person dealt in relevant securities of IndigoVision during the disclosure period;

- (ii) as at the disclosure date, none of:

- IndigoVision;
- the IndigoVision Directors or their respective close relatives or related trusts;
- any person acting in concert with IndigoVision; or
- any person with whom IndigoVision or any person acting in concert with IndigoVision has or has an arrangement,

had any interest in, or right to subscribe for, or had any short position in relation to any relevant securities of IndigoVision or Bidco, and nor had any such person dealt in relevant securities of IndigoVision or Bidco during the offer period;

- (iii) neither IndigoVision nor any person acting in concert with IndigoVision has borrowed or lent any relevant securities in IndigoVision (including for these purposes any financial collateral arrangements of the kind referred to in Note 4 of Rule 4.6 of the Code) during the offer period, save for any borrowed shares which have been either on-lent or sold;

- (iv) neither Bidco, nor any person acting in concert with Bidco has borrowed or lent any relevant securities in IndigoVision (including for these purposes any financial collateral arrangements of the kind referred to in Note 4 of Rule 4.6 of the Code) during the disclosure period, save for any borrowed shares which have been either on-lent or sold;
- (v) as at the disclosure date, and save for the irrevocable undertakings referred to in paragraph 5 below, no arrangement (as defined in paragraph 4(a)(ii) above) exists between any person and either Bidco or any person acting in concert with Bidco in relation to relevant securities; and
- (vi) as at the disclosure date, neither IndigoVision nor any person acting in concert with IndigoVision has any arrangement (as defined in paragraph 4(a)(ii) above) with any other person in relation to relevant securities.

5. Irrevocable undertakings

Bidco has procured the following irrevocable undertakings in relation to IndigoVision securities:

<i>Name and details</i>	<i>Number of IndigoVision Shares</i>	<i>Percentage of IndigoVision Shares in issue at the date of this document*</i>
Directors		
Max Thowless-Reeves	157,383	2.14%
Pedro Simoes	30,262	0.41%
Chris Lea	39,344	0.54%
George Elliott	18,000	0.25%
Vikki Macleod	10,000	0.14%
Other shareholders		
Aleman, Cordero, Galindo & Lee Trust (Panama) S.A. as Trustee of The Kingston Trust	2,064,500	28.13%
Richard Farmiloe	500,000	6.81%
VT Sorbus Vector OEIC	460,000	6.27%
Colston Trustees Limited for Hamish Grossart's SIPP	422,750	5.76%
Peter Gyllenhammar AB	369,962	5.04%
Strategos Fund, L.P	205,020	2.79%
Strategos Master Fund, L.P.	124,980	1.70%
Total	4,402,201	60.0%

* Excluding all Treasury Shares.

Further details of these irrevocable undertakings are set out in paragraph 8 (Irrevocable undertakings) of Part 2 (*Explanatory Statement*) of this document. In aggregate, therefore, irrevocable undertakings to vote in favour of the Scheme at the Court Meeting and the Special Resolution to be proposed at the General Meeting have been received in respect of a total of 4,402,201 IndigoVision Shares, representing approximately 60.0 per cent. of the IndigoVision Shares in issue (excluding all Treasury Shares) on the Last Practicable Date.

6. Executive directors' service agreements and non-executive directors' letters of appointment

Save as disclosed below, there are no service contracts in force between any IndigoVision Director or any proposed director of the Company, and the Company or any of its subsidiaries and no such contract has been entered into or amended during the 6 months preceding the date of this document.

(a) **Executive Directors**

It is the Company's policy that executive directors of the Company should have service contracts with an indefinite term providing for a maximum of one year's notice by the Company. Summary details of the executive directors' contracts are set out below:

<i>Name</i>	<i>Base salary per annum (2020) £</i>	<i>Commencement of service contract</i>	<i>Notice period (director)</i>	<i>Notice period (Company/ Employer)</i>
Pedro Simoes	214,000	2 October 2017	6 months	12 months
Chris Lea	151,410	31 May 2016	6 months	12 months

The contracts include provision for the Company to terminate employment with immediate effect and either instead of, or at any time after notice of termination being given, make a payment in lieu of notice. Notice pay is calculated as basic salary plus benefits which the executive director would have received during for the notice period (but excludes loss of any share options).

The executive directors' contracts contain change of control provisions. In the event of change of control occurring prior to 31 December 2021, and the executive director being dismissed within 12 months of that change for any reason other than a termination event (as defined in the contracts), the executive director will be entitled to receive their notice pay plus an additional sum equivalent to 12 months' notice pay. Notice pay is equivalent to salary and benefits (but excludes loss of any share options).

In the event that the executive director(s) remain(s) employed on the 12-month anniversary of a change of control, they shall be entitled to a change of control bonus payment equivalent to 12 months' basic salary.

Each of the executive directors is also eligible to:

- participate in the 2008 LTIP and the 2018 LTIP;
- participate in the cash-based incentive plan referred to in paragraph 15 of Part 2 (*Explanatory Statement*) of this document headed "Other incentive matters";
- receive bonus payments in accordance with the bonus terms set by the Company from time to time in respect of each financial year (with the following bonus payments for the financial year ended 31 December 2019 paid in March 2020: £235,400 (Pedro Simoes) and £166,550 (Chris Lea)); and
- participate in the IndigoVision Group's pension scheme (in respect of which contributions by the executive director and the Company are based on a percentage of pensionable salary, not including bonus payment, as follows: at least 3 per cent. employee contribution; 10 per cent. employer contribution).

The executive directors are entitled to the following additional benefits: car allowance of £8,025 (in the case of Pedro Simoes) and £7,725 per annum (in the case of Chris Lea); private healthcare scheme (for themselves, their spouse and their children); income protection insurance and death-in-service life assurance cover (at four times salary).

Each of the executive directors' service contracts also contains customary restrictions on their being involved with undertakings in competition with the IndigoVision Group or from soliciting customers or hiring employees of the IndigoVision Group following termination of their employment, as well as confidentiality restrictions without reference to time.

As stated in paragraph 9 of Part 2 (*Explanatory Statement*) of this document, it is anticipated that both executive directors of IndigoVision will retain a role with Motorola Solutions after completion of the Acquisition. Motorola Solutions has not entered into, nor is it in discussions on any proposals to enter into, any form of incentivisation with either of the executive directors of IndigoVision. Following completion of the Acquisition, Motorola Solutions may put in place incentive arrangements for certain members of the IndigoVision management team, consistent with those in place for Motorola Solutions employees of a similar role or function.

(b) **Chairman and Non-executive Directors**

The non-executive IndigoVision Directors, including the chairman, each have individual letters of appointment. Their remuneration for holding office as non-executives is determined by the IndigoVision Board within limits set by the IndigoVision Articles. Currently Max Thowless-Reeves, as chairman, is entitled to fees of £100,000 per annum under a letter of appointment dated 19 May 2017 as amended by addendum dated 22 March 2019. George Elliott is entitled to fees of £30,000 per annum under a letter of appointment dated 18 May 2017 and Vikki Macleod is entitled to fees of £30,000 per annum under a letter of appointment dated 4 March 2019. All of these appointments are terminable on one month's written notice by either party.

Each of the non-executive IndigoVision Directors is expected to resign from the IndigoVision Board, and from the board of directors of all other companies within the IndigoVision Group, on the date on which the Scheme becomes effective.

7. Material contracts

Summaries of the principal contents of each material contract (not being a contract entered into in the ordinary course of business) that has been entered into by members of the IndigoVision Group and/or the Motorola Solutions Group in the period from 17 March 2018 (the date two years prior to the commencement of the Offer Period) to the last day of the disclosure period are set out below.

Save as set out below and in the immediately following paragraph 8 (*Offer-related arrangements*), there are no contracts, other than contracts entered into in the ordinary course of business, which have been entered into by IndigoVision or any of member of the IndigoVision Group or any member of the Motorola Solutions Group (as the case may be) during the period beginning two years before the commencement of the Offer Period which are or may be material.

IndigoVision and the IndigoVision Group

Share Sale and Purchase and Credit Assignment Agreement for AgoraSys

IndigoVision Limited, a wholly owned subsidiary of IndigoVision, entered into the AgoraSys SPA on 8 November 2019 with FCR Revitalizar SUL and four others, as the shareholders of AgoraSys, a Portuguese business providing a unified "command and control" software platform that integrates different security systems from multiple vendors, including IndigoVision's Control Centre video management software. Under the AgoraSys SPA, IndigoVision Limited acquired the entire issued share capital of AgoraSys immediately following signature of the AgoraSys SPA in consideration for:

- a cash payment of EUR2,300,000 to clear the existing financial indebtedness of AgoraSys;
- a further payment of EUR287,000 to the selling shareholders on completion of the acquisition, satisfied through the payment of approximately EUR212,000 in cash and the issue of 17,211 IndigoVision Shares to two of the selling shareholders, Pedro Soares and Bernardo Motta; and
- a deferred consideration of up to EUR250,000 (the "**AgoraSys Deferred Consideration**") payable to Mr Soares and Mr Motta, conditional upon the achievement by AgoraSys of certain revenue targets for the financial year ending 31 December 2019, with the AgoraSys Deferred Consideration to be satisfied by the issue of IndigoVision shares, credited as fully paid, based on the weighted average share price for the ten (10) business days preceding the earlier of (a) the date of approval of the 31 December 2019 audited financial statements by the shareholder(s) of that company, and (b) the date falling 12 months after completion.

The AgoraSys SPA also contains certain warranties and indemnities from the selling shareholders, and Mr Soares and Mr Motta have agreed to certain non-solicitation undertakings relating to certain customers or personnel of AgoraSys within Portugal, Spain, the UK and Brazil in the two years following completion.

The AgoraSys Deferred Consideration, unless otherwise applied to settle warranty claims (if any) that may be made by IndigoVision Limited under the AgoraSys SPA, is payable within ten (10) business days of 8 November 2021.

The AgoraSys SPA is governed by, and construed and interpreted in accordance with, the laws of Portugal. Any dispute, controversy or claim arising out of or in connection with the AgoraSys SPA shall be finally settled by three arbitrators under the Rules of Arbitration of the Arbitration Centre of the Portuguese Chamber of Commerce and Industry (Commercial Arbitration Centre).

FGI Receivables Purchase Agreement

IndigoVision Limited entered into a receivables purchase agreement on 13 August 2019 (as supplemented by inventory facility conditions dated 26 November 2019) with FGI Worldwide LLC (“**FGI**”) (the “**Receivables Purchase Agreement**”) pursuant to which FGI provide a secured disclosed receivables purchase facility (the “**Receivables Facility**”) and inventory facility (the “**Inventory Facility**” and together, the “**Facilities**”) of up to US\$10,000,000.

The Receivables Facility has a minimum term of 36 months but may be terminated by either party on 90 days’ notice or by FGI following a termination event. The Inventory Facility has an availability period that runs to the date falling 36 months from the date of the Receivables Purchase Agreement or, if earlier, the date the Receivables Purchase Agreement is terminated.

Under the Receivables Facility, FGI purchases receivables that meet specified eligibility criteria arising from invoices issued by IndigoVision Limited in respect of sales to customers. IndigoVision Limited is appointed as FGI’s agent to collect the purchased receivables due. The purchase price paid by FGI to IndigoVision Limited for each receivable is the invoiced amount less an amount equal to the aggregate of (i) a discount consisting of a margin plus LIBOR, subject a minimum percentage, (ii) an administration fee of 0.18 per cent., (iii) any amount of set-off, credit or other deduction permitted by IndigoVision Limited, (iv) any charges for converting the receivables to US dollars and (v) any other amount arising from a permitted adjustment.

Under the Inventory Facility, FGI will make advances up to the value of eligible inventory (as calculated in accordance with the terms of the inventory facility conditions). Interest is payable on such advances at a margin over LIBOR, subject a minimum percentage. Advances made under the Inventory Facility are due to be repaid on the expiry of the availability period.

The Receivables Purchase Agreement also permits FGI to make advances to IndigoVision Limited that would otherwise be in excess of the amount available to be drawn under the Facilities as calculated by reference to the value of eligible receivables and/or eligible inventory, though the amount of such advances cannot exceed the facility limit of US\$10,000,000. Such advances are made at an interest rate, and on such additional terms and conditions, as FGI determines, and are repayable on demand.

As is customary, there are additional fees and costs payable in relation to the Facilities including default interest for unpaid amounts, a non-utilisation fee, a monitoring fee, a misdirected payment fee and early termination fee. The Receivables Purchase Agreement also contains representations, undertakings and termination events customary for facilities of this type, including an indemnity to FGI in respect of losses caused by a breach of any representation, warranty, covenant or undertaking.

A change of control of IndigoVision without the prior approval of FGI constitutes a specific termination event under the Receivables Purchase Agreement. In this context, “change of control” means the acquisition of direct or indirect control of IndigoVision by any person or group of persons acting in concert, including control over more than 50 per cent. of the maximum number of votes capable of being cast at a general meeting of IndigoVision. Based on this definition, completion of the Acquisition would constitute a change of control. FGI has been notified of the Acquisition.

Upon a termination event FGI may cancel the Facilities, terminate IndigoVision Limited’s agency role, terminate the Receivables Purchase Agreement, charge the Monitoring Fee, require IndigoVision Limited to repurchase any receivables, demand payment of any outstanding amounts owing, vary the amount of the applicable discount, prepayment percentage or facility limits, vary the designation assigned to any particular receivable and/or exercise any or all of the rights, remedies, powers or discretions available to FGI under the finance documents.

The Facilities are guaranteed by other IndigoVision Group companies supported by security granted by IndigoVision Limited and the guarantors that are customary for the jurisdiction of incorporation of the relevant company. FGI may assign or transfer all or any part of its rights under the finance documents. Neither

IndigoVision Limited nor any other relevant IndigoVision Group member may assign its obligations under any of the finance documents without the prior consent of FGI.

The Receivables Purchase Agreement is governed by English law, and the courts of England have exclusive jurisdiction to settle any dispute arising out of or in connection with the Receivables Purchase Agreement.

Motorola Solutions Group

New Investment Agreement with Silver Lake

Issuance of Convertible Notes

On September 5, 2019, Motorola Solutions entered into an investment Agreement (the “**New Investment Agreement**”) with Silver Lake Alpine, L.P. and Silver Lake Alpine (Offshore Master), L.P. (collectively, “**Silver Lake Alpine**” and, together with their affiliates, “**Silver Lake**”), relating to the issuance to Silver Lake of US\$1 billion in aggregate principal amount of 1.75 per cent. convertible senior notes, due 2024 (the “**2024 Notes**”).

Board Representation

Pursuant to the New Investment Agreement Egon Durban and Greg Mondre, both managing partners of Silver Lake, will continue to serve on the board of directors of Motorola Solutions (the “**Motorola Solutions Board**”), subject to the terms and conditions of the New Investment Agreement. Silver Lake’s right to representation on the Motorola Solutions Board will terminate under certain circumstances, including if Silver Lake and its affiliates beneficially own less than 50 per cent. of the shares of common stock of Motorola Solutions (“**Common Stock**”) (on an as-converted basis assuming any conversion is settled solely in shares) owned by Silver Lake immediately following the closing of the transactions contemplated by the New Investment Agreement (the “**Closing**”). Motorola Solutions also has the right to require that one director affiliated with Silver Lake resign from the Motorola Solutions Board if Silver Lake and its affiliates beneficially own less than 75 per cent. of the Common Stock (on an as-converted basis assuming any conversion is settled solely in shares) owned by Silver Lake and its affiliates immediately following the Closing. In addition, Motorola Solutions has the right to require that one director affiliated with Silver Lake resign from the Motorola Solutions Board after the 18-month anniversary of the Closing.

For so long as Silver Lake has rights to nominate a director to the Motorola Solutions Board, Motorola Solutions has agreed to include such person in its slate of nominees for election to the Motorola Solutions Board at each of Motorola Solutions’ meetings of stockholders in which directors are to be elected and to use its reasonable efforts to cause the election of such person.

Standstill and Voting Obligations

Pursuant to the New Investment Agreement, Silver Lake has agreed, subject to certain exceptions, that until the earliest of: (A) the later of (1) 90 days after Silver Lake no longer has a representative or rights to have a representative on the Motorola Solutions Board and (2) the three-year anniversary of the Closing, (B) the effective date of a change of control of Motorola Solutions and (C) 90 days after Silver Lake does not beneficially own any 2024 Notes or shares of Common Stock other than the shares issued to Silver Lake designees as compensation for their service on the Motorola Solutions Board (the “**Standstill Period**”), Silver Lake and its affiliates and associates will not, among other things: (i) acquire any securities of Motorola Solutions if, immediately after such acquisition, Silver Lake and certain of its affiliates would collectively own in the aggregate more than 12.5 per cent. of the then outstanding voting securities of Motorola Solutions, (ii) propose or seek to effect any tender or exchange offer, merger or other business combination involving Motorola Solutions, or make any public statement with respect to such transaction, (iii) make, or in any way participate in any “proxy contest” or other solicitation of proxies, (iv) sell, transfer or otherwise dispose of any voting securities of Motorola Solutions to any person who is (or will become upon consummation of such sale, transfer or other disposition) a beneficial owner of 12.5 per cent. or more of the outstanding voting securities of Motorola Solutions, or (v) call or seek to call any meeting of stockholders or other referendum or consent solicitation.

In addition, Silver Lake has agreed to vote any shares of Common Stock beneficially owned by it in support of Company-nominated directors and otherwise in accordance with the recommendations of the Motorola Solutions Board.

Conversion and Transfer Restrictions/Registration Rights

The New Investment Agreement restricts Silver Lake's ability to transfer or convert the 2024 Notes to Common Stock, subject to certain exceptions specified in the New Investment Agreement and summarized below.

Except as described below, prior to the earlier of (i) the second anniversary of the Closing, (ii) such time as there is no Silver Lake affiliated director on the Motorola Solutions Board (subject to certain exceptions) and (iii) a change of control of Motorola Solutions, Silver Lake will be restricted from transferring or entering into an agreement that transfers the economic consequences of ownership of the 2024 Notes or converting the 2024 Notes. Exceptions include, among others, an exception with respect to pledging the 2024 Notes or satisfying obligations related to pledged 2024 Notes.

8. Offer-related arrangements

Non-Disclosure Agreement

Motorola Solutions and IndigoVision entered into a confidentiality and non-disclosure agreement on 26 November 2019 (the "**Non-Disclosure Agreement**") pursuant to which Motorola Solutions, the ultimate holding company of Bidco, has undertaken (on its own behalf and as agent for certain representatives, including all members of the Motorola Solutions Group and their respective directors, officers, employees and advisers that need to know such information in connection with the Acquisition):

- to hold information relating to IndigoVision, IndigoVision Group and/or the business, customers or financial affairs of IndigoVision Group in confidence;
- to use such information solely for the permitted purpose, being the evaluation of a possible transaction between Motorola Solutions and IndigoVision or a possible recommended acquisition of IndigoVision by Motorola Solutions; and
- not to distribute or disclose such information to third parties (other than to authorised recipients), or otherwise to permit any third party to have access to such information, unless required by applicable law or regulation (including any applicable stock exchange requirement or the Code).

The Non-Disclosure Agreement also:

- provides that, for a period of 12 months from the date of the Non-Disclosure Agreement, Motorola Solutions shall not, whether alone, with or on behalf of another person, directly or indirectly, employ, solicit or endeavour to employ or solicit away from IndigoVision or any member of IndigoVision Group any employee to whom Motorola Solutions was introduced in connection with consideration of a proposed transaction, subject to certain customary exceptions; and
- contains a "standstill" undertaking by Motorola Solutions, providing *inter alia* that, save in implementation of the proposed transaction Motorola Solutions shall not, and shall procure that each member of the Motorola Solutions Group and the representatives of Bidco shall not, without the prior consent of IndigoVision and whether alone, with or acting in concert with others, directly or indirectly:
 - acquire or announce an intention to acquire, or enter into any agreement, arrangement or undertaking to acquire any direct or indirect interest in the share capital of IndigoVision, or procure or induce any other person to do any of those things;
 - make a general offer for all or part of the share capital of IndigoVision; or
 - undertake certain other actions relating to the exercise or potential exercise of influence or control at management or shareholder level within IndigoVision,

during the period of 12 months from the date of the Non-Disclosure Agreement, and subject to certain customary exceptions.

The Non-Disclosure Agreement is governed by the law of England and Wales, and the courts of England and Wales have exclusive jurisdiction over any dispute, claim or matter arising out of or relating to the Agreement. The substantive confidentiality provisions in the Non-Disclosure Agreement will terminate two years after the date of its execution.

9. Financing arrangements

The Cash Consideration for the Acquisition will be financed from the existing cash resources of Bidco.

finnCap, the financial adviser to Bidco and Motorola Solutions, is satisfied that the necessary resources are available to Bidco to satisfy the Cash Consideration in full.

10. Persons acting in concert

There are no persons acting in concert with Motorola Solutions, Bidco or IndigoVision in respect of the Acquisition or the Scheme.

11. Other information

- (a) Except as disclosed in this document, no agreement, arrangement or understanding (including any compensation arrangement) exists between Bidco or any concert party of Bidco and any of the directors, recent directors, shareholders or recent shareholders of IndigoVision or any person interested or recently interested in shares of IndigoVision having any connection with or dependence on the Acquisition.
- (b) Save as disclosed in this document, no agreement, arrangement or understanding exists whereby the legal or beneficial ownership of any of the IndigoVision Shares to be acquired by Bidco in pursuance of the Acquisition will be transferred to any other person, except that Bidco reserves the right to transfer any IndigoVision Shares acquired to any member of the Motorola Solutions Group or any nominee. Save as disclosed in this document, no such person holds any interests in IndigoVision securities.
- (c) N+1 Singer has given and has not withdrawn its written consent to the issue of this document with the inclusion in this document of the references to its name in the form and context in which it appears.
- (d) finnCap has given and has not withdrawn its written consent to the issue of this document with the inclusion in this document of the references to its name in the form and context in which it appears.
- (e) It is not currently intended that the emoluments of the Bidco Directors will be affected by the Acquisition. No management incentivisation agreements, as envisaged by Rule 16.2 of the Code, are proposed in connection with the Acquisition.
- (f) There is no agreement or arrangement to which Bidco is a party that relates to the circumstances in which it may or may not invoke a Condition.
- (g) Under the Code, Bidco is not permitted to invoke any Condition so as to cause the Acquisition not to proceed, to lapse or to be withdrawn unless the circumstances that give rise to the right to invoke the Condition are of material significance to Bidco in the context of the Acquisition.

12. No Significant Change

The IndigoVision Directors are not aware of any significant change in the financial or trading position of IndigoVision since the Accounting Date.

13. Fees and expenses

- (a) The estimated aggregate fees and expenses expected to be incurred by IndigoVision in connection with the Acquisition amount to between £990,500 and £1,000,500 (excluding any applicable VAT), which includes fees and expenses expected to be incurred in relation to the following categories:
 - (i) financial and corporate broking advice: £600,000;
 - (ii) legal advice: £282,500;
 - (iii) accounting advice: £15,600;
 - (iv) public relations advice: £NIL;
 - (v) other professional services: £38,000; and
 - (vi) other costs and expenses: £70,000 to £80,000.

- (b) The estimated aggregate fees and expenses expected to be incurred by Bidco in connection with the Acquisition amount to £1,090,000 (excluding any applicable VAT), which includes fees and expenses expected to be incurred in relation to the following categories:
- (i) financing arrangements: £NIL;
 - (ii) financial and corporate broking advice: £250,000;
 - (iii) legal advice: £565,000;
 - (iv) accounting advice: £240,000;
 - (v) public relations advice: £NIL;
 - (vi) other professional services: £NIL; and
 - (vii) other costs and expenses: £35,000.

14. Documents available for inspection

Copies of the following documents will be available for viewing free of charge (subject to certain restrictions relating to persons resident in Restricted Jurisdictions) on IndigoVision's website at www.indigovision.com/investors and on Motorola Solutions' website at www.motorolasolutions.com/investors up to and including the Effective Date or the date that the Scheme lapses or is withdrawn, whichever is the earlier:

- (a) the articles of association of IndigoVision and the articles of association as proposed to be revised by the Special Resolution;
- (b) the articles of association of Bidco;
- (c) the Announcement;
- (d) the Non-Disclosure Agreement referred to in paragraph 8 above;
- (e) the written consents referred to in paragraphs 11(c) and 11(d) above;
- (f) the irrevocable undertakings referred to in paragraph 5 above; and
- (g) this document and the Forms of Proxy.

15. Date of publication

This document was published on 14 April 2020.

APPENDIX 6

BASES OF CALCULATION AND SOURCES OF INFORMATION

1. As at close of business on the Last Practicable Date, IndigoVision had in issue 7,610,756 ordinary shares of one penny each, of which 272,816 are Treasury Shares. Statements in this document made by reference to the existing issued share capital of IndigoVision are based on the 7,337,940 IndigoVision Shares in issue as at the Last Practicable Date excluding the Treasury Shares.
2. For the purpose of this document and, in particular, the value attributed by the Acquisition to IndigoVision, the “**Fully Diluted Share Capital**” of IndigoVision is calculated on the basis of:
 - the 7,337,940 IndigoVision Shares currently in issue, excluding the Treasury Shares, as described above; and
 - the 164,343 IndigoVision Shares to be issued or released from the IndigoVision Shares held by the Company as Treasury Shares, to satisfy the IndigoVision Shares to be issued on the exercise of options or vesting of awards under the IndigoVision Share Plans as a result of the Acquisition;and disregarding for this purpose any IndigoVision Shares to be issued in satisfaction of the deferred consideration potentially payable under the agreement between IndigoVision Limited and the shareholders of AgoraSys described in paragraph 7 of Appendix 5 (*Additional information*) to this document.
3. Unless otherwise stated in this document:
 - the financial and other information on IndigoVision included in this document has been extracted or derived, without material adjustment, from the IndigoVision Group preliminary results announcement for the year ended 31 December 2019 as announced on 5 March 2020;
 - the financial information and other information on the Motorola Solutions Group included in this document has been extracted or derived, without material adjustment, from the Motorola Solutions Annual Report on Form 10-K for the years ended 31 December 2018 and 31 December 2019; and
 - historic share prices quoted for IndigoVision Shares have been sourced from the Daily AIM List and represent closing middle market prices for IndigoVision Shares on the relevant dates.
4. An exchange rate of US\$1.2234 to GBP 1 has been used, being the US\$/GBP exchange rate as at 5.00 p.m. London time on 16 March 2020, sourced from Bloomberg.

APPENDIX 7

DEFINITIONS

The following definitions apply throughout this document unless the context requires otherwise:

2008 LTIP	the IndigoVision Group plc 2008 Long Term Incentive Plan
2008 Option Plans	the IndigoVision Group plc 2008 Approved Share Option Scheme, the IndigoVision Group plc 2008 Share Option Scheme and the IndigoVision Group plc 2008 Stock Option Plan
2018 LTIP	the IndigoVision Group plc 2018 Long Term Incentive Plan
2018 Option Plan	the IndigoVision Group plc 2018 Employee Share Option Plan
Accounting Date	31 December 2019, being the most recent date to which the preliminary statement of annual results for IndigoVision have been made up
Acquisition	the recommended acquisition of the entire issued and to be issued share capital of IndigoVision by Bidco to be implemented by way of the Scheme (or, should Bidco so elect, and subject always to the consent of the Panel, by means of a Takeover Offer) on the terms and subject to the Conditions set out in this document
acting in concert	has the meaning given in the Code
AgoraSys	AgoraSys SA
AIM	the AIM market of the London Stock Exchange
AIM Rules	the AIM Rules for Companies published by the London Stock Exchange from time to time (current revision effective 30 March 2018 and updated 21 July 2019)
Announcement	the announcement dated 17 March 2020 by Bidco of its firm intention to make an offer for IndigoVision under Rule 2.7 of the Code
Authorisations	regulatory authorisations, orders, recognitions, grants, consents, clearances, confirmations, certificates, licences, permissions or approvals
Bidco	Motorola Solutions International Holding Limited, a company incorporated in England and Wales (company number 08223160), whose registered office is at Nova South, 160 Victoria Street, London SW1E 5LB, a wholly owned subsidiary of Motorola Solutions ¹⁰¹
Bidco Directors	the directors of Bidco as at the date of this document and Bidco Director means any one of them
Bidco Shares	voting A ordinary shares of US\$1 each in the capital of Bidco or (as the case may be) non-voting B ordinary shares of US\$1 each in the capital of Bidco

Business Day	any day (excluding Saturdays and Sundays or public holidays in Scotland) on which banks generally are open for business in Edinburgh for the transaction of normal banking business
Cash Consideration	the cash consideration of 405p per Scheme Share due to a Scheme Shareholder in connection with the transfer of their Scheme Shares under the Scheme
certificated or in certificated form	in relation to a share, not in uncertificated form in CREST
close of business	6.00 p.m. on that Business Day
Closing Price	the closing middle market quotation of a share at the close of business on a particular trading day as derived from the Daily AIM List published for that day
CMA	The UK Competition and Markets Authority
Code	The City Code on Takeovers and Mergers issued from time to time by the Panel
Companies Act	the Companies Act 2006 (as amended)
Conditions	the conditions to the implementation of the Acquisition (including the Scheme), which are set out in Appendix 1 (Conditions and further terms of the Acquisition) to this document
Court	the Court of Session in Edinburgh, Scotland
Court Hearing	the final hearing of Petition by the Court, at which the Court's sanction of the Scheme will be sought
Court Meeting	the meeting (and any adjournment of such meeting) of the Scheme Shareholders convened by the Court under section 896 of the Companies Act to consider and, if thought fit, approve the Scheme (including the Scheme Resolution)
Court Order	the order of the Court to be sought at the Court Hearing to sanction the Scheme under section 899 of the Companies Act
CREST	the relevant system, as defined in the Regulations for paperless settlement of share transfers and the holding of shares in uncertificated form (in respect of which Euroclear is operator as defined in the Regulations)
CREST Manual	the CREST Manual published by Euroclear, as amended from time to time
CREST member	CREST sponsor
CREST sponsored member	a CREST member admitted to CREST as a sponsored member under the sponsorship of a CREST sponsor
Daily AIM List	the AIM Appendix to the Daily Official List of the London Stock Exchange

Disclosed	the information fairly disclosed by, or on behalf of IndigoVision, (i) in the annual report and accounts of the IndigoVision Group for the financial year ended 31 December 2018; (ii) in the interim results of the IndigoVision Group for the six month period ending on 30 June 2019; (iii) in the preliminary results of the IndigoVision Group for the financial year ended 31 December 2019; (iv) in the Announcement; (v) in any other announcement to a Regulatory Information Service by, or on behalf of IndigoVision prior to the publication of the Announcement; or (vi) as otherwise fairly disclosed to Motorola Solutions prior to the date of the Announcement
disclosure period	has the meaning given in paragraph 4 of Appendix 5 (<i>Additional information</i>) of this document
EBITDA	earnings before interest, taxes, depreciation and amortisation
Effective Date	the date on which the Scheme becomes effective in accordance with its terms
Euroclear	Euroclear UK & Ireland Limited, a limited company incorporated in England and Wales with registered number 02878738
Explanatory Statement	the explanatory statement set out in Part 2 of this document that, together with the documents incorporated in such statement, constitutes the statement relating to, and explaining the effect of, the Scheme as required by section 897 of the Companies Act
Financial Conduct Authority or FCA	the Financial Conduct Authority of the UK
finnCap	finnCap Limited of 60 New Broad Street, London EC2M 1JJ, a private limited company incorporated and registered in England (registered number 6198898), the financial adviser to Bidco and Motorola Solutions in connection with the Acquisition
Form(s) of Proxy	the BLUE form of proxy for use at the Court Meeting and the WHITE form of proxy for use at the General Meeting or either of them as the context requires
Fully Diluted Share Capital	has the meaning set out in Appendix 6 (<i>Bases of calculation and sources of information</i>) to this document
General Meeting	the general meeting of IndigoVision convened for the purpose of passing the Special Resolution, including any adjournment of such meeting
holder	a registered holder including any person entitled by transmission
IndigoVision or the Company	IndigoVision Group plc, a public limited company incorporated in Scotland (company number SC208809), whose registered office is at Charles Darwin House, Edinburgh Technopole, Milton Bridge, Edinburgh, Midlothian, EH26 0PY
IndigoVision Articles	the articles of association of IndigoVision
IndigoVision Board	the board of directors of IndigoVision
IndigoVision Directors	the directors of IndigoVision as at the date of this document and IndigoVision Director means any one of them

IndigoVision Group	IndigoVision and its subsidiaries and, where the context requires, each one of them
IndigoVision Shareholders or Shareholders	the holders of IndigoVision Shares
IndigoVision Shares	the existing unconditionally allotted or issued and fully paid ordinary shares of one penny each of IndigoVision and any further such shares which are unconditionally allotted or issued fully paid before the Scheme becomes effective or, subject to the provisions of the Code, by such earlier period as Bidco may decide
IndigoVision Share Plans	the 2008 Option Plans, the 2008 LTIP, the 2018 Option Plan, the 2018 LTIP, the SIP and the Stand-Alone Option Grants
Last Practicable Date	9 April 2020, being the last practicable Business Day prior to publication of this document
London Stock Exchange	London Stock Exchange plc
Long Stop Date	31 August 2020 or such later date (if any) as may be agreed by Bidco and IndigoVision (with the consent of the Panel) and the approval of the Court (if such approval is required)
Meetings	the Court Meeting and the General Meeting, and Meeting shall mean either of them as the context dictates
Merger Regulation	the Council Regulation (EC) 139/2004
Motorola Solutions	Motorola Solutions, Inc., a corporation registered in the state of Delaware, United States
Motorola Solutions Group	Motorola Solutions and all of its direct and indirect subsidiaries (including Bidco) to include, where the context requires, each one of them
Motorola Solutions Responsible Persons	the persons whose names are set out in paragraph 1(b) of Appendix 5 (<i>Additional information</i>) of this document
N+1 Singer	Nplus1 Singer Advisory LLP of 1 Bartholomew Lane, London, EC2N 2AX, a limited liability partnership incorporated and registered in England (registered number OC364131)
Offer Period	the period commencing on 17 March 2020 and ending on the earlier of the Effective Date and/or the date on which the Scheme lapses or is withdrawn (or such other date as the Panel may decide)
Overseas Shareholders	IndigoVision Shareholders whose registered addresses are outside the United Kingdom or who are citizens or residents of countries other than the United Kingdom
Panel	the Panel on Takeovers and Mergers
Petition	the application to the Court to sanction the scheme under Part 26 of the Companies Act
Phase 2 CMA Reference	a reference pursuant to section 22 or 33 of the Enterprise Act 2002 of an offer or possible offer to the chair of the CMA for the constitution of a group under Schedule 4 to the Enterprise and Regulatory Reform Act 2013

Registrar of Companies	the Registrar of Companies in Scotland
Regulations	the Uncertificated Securities Regulations 2001 (SI 2001 No. 3755), as amended
Regulatory Information Service	a regulatory information service approved by the FCA and on the list of Regulatory Information Services maintained by the FCA
Remuneration Committee	the remuneration committee of the IndigoVision Board from time to time
Resolutions	the Scheme Resolution and the Special Resolution
Restricted Jurisdiction	any jurisdiction where local laws or regulations may result in a significant risk of civil, regulatory or criminal exposure if the Acquisition is extended or made available in that jurisdiction or if information concerning the Acquisition is sent or made available in that jurisdiction
SIP	the IndigoVision Group plc Share Incentive Plan 2010
Scheme	the scheme of arrangement under Part 26 of the Companies Act to be proposed by IndigoVision to the Scheme Shareholders with or subject to any modification, addition or condition approved or imposed by the Court and agreed by IndigoVision and Bidco
Scheme Record Time	6.00 p.m. on the Business Day immediately prior to the Effective Date
Scheme Resolution	the resolution to be proposed at the Court Meeting to approve (with or without modification) the Scheme
Scheme Shareholders	the holders of Scheme Shares
Scheme Shares	<p>the IndigoVision Shares:</p> <ul style="list-style-type: none"> (i) in issue at the date of this document; (ii) issued after the date of this document and before the Voting Record Time (if any); and (iii) issued on or after the Voting Record Time but before the Scheme Record Time on terms that the original or any subsequent holders thereof either are, or shall have agreed in writing to be, bound by the Scheme (if any), <p>in each case other than the IndigoVision Shares held by the Company in treasury at the Scheme Record Time</p>
Special Resolution	the special resolution to be proposed at the General Meeting to implement the Scheme and to make certain associated amendments to the IndigoVision Articles
Stand-Alone Option Grants	options to acquire ordinary shares in the Target that have been granted to certain consultants to the IndigoVision Group pursuant to stand-alone agreements entered into with the relevant individuals
subsidiary, subsidiary undertaking, undertaking and associated undertaking	have the meanings given to them by the Companies Act, but for this purpose “substantial interest” means a direct or indirect interest in 20 per cent. or more of the equity capital of an undertaking

Takeover Offer	a contractual takeover offer by Bidco under Chapter 3 of Part 28 of the Companies Act and the Code to implement the Acquisition
Third Party	each of a Merger Control Authority, a central bank, government or governmental, quasi- governmental, supranational, statutory, regulatory, environmental, administrative, fiscal or investigative body, court, trade agency, association, institution, environmental body, employee representative body or any other body or person whatsoever performing a similar function in any jurisdiction
Treasury Shares	shares held as treasury shares as defined in section 724(5) of the Companies Act
UK or United Kingdom	United Kingdom of Great Britain and Northern Ireland
uncertificated or in uncertificated form	in relation to a share, title to which is recorded in the relevant register of the share as being held in uncertificated form in CREST, and title to which, by virtue of the Regulations, may be transferred by means of CREST
US or United States	The United States of America, its territories and possessions, any states of the United States of America, the District of Columbia, and all other areas subject to its jurisdiction
US\$ or US dollar	the lawful currency of the US
US Exchange Act	the United States Securities Exchange Act of 1934, as amended
Voting Record Time	6.00 p.m. on the day which is two days before the date of the Court Meeting or, if the Court Meeting is adjourned, 6.00 p.m. on the day which is two days before the date of such adjourned meeting
£, Sterling, pence and p	the lawful currency of the United Kingdom

All references to legislation in this document are to the legislation of the United Kingdom unless the contrary is indicated. Any reference to any provision of any legislation shall include any amendment, modification, re-enactment or extension of such provision.

References to any gender include references to each other gender and references to the singular include the plural and vice versa.

APPENDIX 8

NOTICE OF COURT MEETING

IndigoVision Group plc

(Incorporated in Scotland, registered number SC208809)

NOTICE IS HEREBY GIVEN that, by an order dated 8 April 2020 (the “**Order**”), the Court of Session in Edinburgh (the “**Court**”) has directed a meeting (the “**Court Meeting**”) to be convened of the holders of Scheme Shares (as defined in the Scheme of Arrangement referred to below) for the purpose of considering and, if thought fit, approving (with or without modification) a scheme of arrangement (the “**Scheme of Arrangement**”) proposed to be made pursuant to Part 26 of the Companies Act 2006 (the “**Act**”) between IndigoVision Group plc (the “**Company**”) and the Scheme Shareholders (as defined in the Scheme of Arrangement) and that the Court Meeting will be held at Charles Darwin House, Edinburgh Technopole, Milton Bridge, Edinburgh EH26 0PY on 11 May 2020 at 10.00 a.m.

At the Court Meeting, the following resolution will be proposed:

“That the scheme of arrangement dated 14 April 2020 (the “Scheme”), between the Company and the Scheme Shareholders (as defined in the Scheme), a print of which has been produced to this meeting and, for the purposes of identification, signed by the chairman hereof, in its original form or with, or subject to, any modification, addition or condition approved or imposed by the Court and jointly consented to by the Company and Motorola Solutions International Holding Limited, be approved and the directors of the Company be authorised to take all such actions as they consider necessary or appropriate for carrying the Scheme into effect.”

Copies of the Scheme of Arrangement and the explanatory statement required to be published pursuant to section 897 of the Act are contained in the document of which this notice forms part.

Voting on the resolution to be proposed at the Court Meeting will be by poll, rather than by a show of hands. The poll will be conducted as the chair of the Court Meeting may determine. For the Court Meeting (or any adjournment thereof) to be properly convened, as a quorum of two persons entitled to vote on the business to be transacted, each being a Scheme Shareholder, the proxy for a Scheme Shareholder or (where the Scheme Shareholder is a corporation) a duly authorised representative of a Scheme Shareholder must be present.

By the Order, the Court has appointed George Elliott, whom failing Chris Lea, or failing both of them, Victoria Macleod, to act as chair of the Court Meeting and has directed the chair to report the result of the Court Meeting to the Court.

The said Scheme of Arrangement will be subject to the subsequent sanction of the Court.

Dated: 14 April 2020

Shepherd and Wedderburn LLP

1 Exchange Crescent
Conference Square
Edinburgh EH3 8UL

Solicitors for the Company

Right to appoint a proxy and procedure for appointment

Scheme Shareholders entitled to attend and vote at the Court Meeting may vote in person at such meeting or they may appoint another person, whether a member of the Company or not, as their proxy to attend and vote in their place.

A BLUE form of proxy for use at the Court Meeting is enclosed with this notice.

Scheme Shareholders are entitled to appoint a proxy in respect of some or all of their Scheme Shares. Scheme Shareholders are also entitled to appoint more than one proxy. A space has been included in the BLUE form of proxy to allow Scheme Shareholders to specify the number of Scheme Shares in respect of which that proxy is appointed. Scheme Shareholders who return the BLUE form of proxy duly executed but leave this space blank will be deemed to have appointed the proxy in respect of all of their Scheme Shares.

Scheme Shareholders who wish to appoint more than one proxy in respect of their shareholding should contact the Company's registrar, Computershare Investor Services PLC, for further forms of proxy or photocopy forms of proxy as required.

It is requested that forms of proxy (together with any power of attorney or authority under which it is signed, or a notarially certified copy of such power or authority) be lodged by post with the Company's registrar, Computershare Investor Services PLC, The Pavilions, Bridgwater Road, Bristol BS99 6ZY by no later than 10.00 a.m. on 6 May 2020 or, in the case of an adjourned meeting, not less than 48 hours before the time appointed for that adjourned meeting (excluding any part of a day that is not a working day).

Scheme Shareholders who hold Scheme Shares in uncertificated form through CREST and wish to appoint a proxy or proxies through the CREST electronic proxy appointment service may do so by using the procedures described in the CREST Manual. Further details concerning these procedures are set out under the heading "Electronic appointment of proxies through CREST" on page 4 of the document of which this Notice forms part.

As an alternative to completing and returning the printed Forms of Proxy, the Board recommends that Scheme Shareholders register the appointment of a proxy electronically by logging on to the following website: www.investorcentre.co.uk/eproxy. To use this service, you will need your Control Number, Shareholder Reference Number and PIN printed on the accompanying Form of Proxy. Full details of the procedure are given on the website. For an electronic proxy appointment to be valid, the appointment must be received by Computershare Investor Services PLC no later than 10.00 a.m. on 6 May 2020 for the Court Meeting.

COVID-19: Important Notice

IndigoVision is closely monitoring all developments relating to the current COVID-19 pandemic, including the measures mandated or recommended by the UK and Scottish governments regarding public health, public gatherings and travel. IndigoVision considers the health, safety and security of IndigoVision Shareholders and IndigoVision Group employees of paramount importance, and will observe all measures related to COVID-19 mandated or recommended by the UK or Scottish governments. At the Last Practicable Date, there is a legal prohibition in Scotland on public gatherings of more than two people, subject to two limited exceptions:

- where the gathering is of a group of people who live together; and
- where the gathering is essential for work purposes, or to fulfil legal obligations (the "Public Gathering Restrictions").

As a result of the Public Gathering Restrictions, the IndigoVision Board understands that attendance at the Meetings would not be considered "essential for work purposes" or required to fulfil legal obligations. As a consequence, the IndigoVision Board has concluded that, unless the Public Gathering Restrictions are lifted, IndigoVision Shareholders should not attend the Meetings in person. It is therefore currently intended that the Meetings will be held with only two members of the IndigoVision Board (who are both IndigoVision Shareholders) being present in person so as to constitute a quorum at each Meeting. In line with the recent guidance issued by The Chartered Governance Institute and reviewed by the UK Department for Business, Energy

and Industrial Strategy, to ensure the safety of the limited number of people whose attendance is essential and to comply with the Public Gathering Restrictions, no other IndigoVision Shareholders will be permitted access to the Meetings. Although this outcome is highly undesirable, the IndigoVision Board believes that, in the circumstances, there is no alternative to ensure the health, safety and security of attendees and to allow the business of the Meetings to be transacted in accordance with the Public Gathering Restrictions.

Given the Public Gathering Restrictions, it is essential that IndigoVision Shareholders vote by proxy on the Scheme Resolution and the Special Resolution. Accordingly, the IndigoVision Board urges all IndigoVision Shareholders in the strongest possible terms to appoint the chairman of the Court Meeting and the General Meeting as their proxy (either electronically or by post through the printed Forms of Proxy) with their voting instructions. The failure of an IndigoVision Shareholder to do so, in the absence of any intervening change to the Public Gathering Restrictions, will result in that IndigoVision Shareholder being unable to vote on either the Scheme Resolution or the Special Resolution.

IndigoVision Shareholders should also be aware that, in relation to the printed Forms of Proxy, Royal Mail has indicated that it is likely that some areas of the country will experience a reduction in service levels due to absences at their local mail centre or delivery office due to the COVID-19 pandemic. Accordingly, in order to ensure that your vote on the Scheme Resolution and the Special Resolution is registered and counted, the IndigoVision Board recommends that:

- if possible, voting by proxy should be undertaken online or, for eligible IndigoVision Shareholders, through CREST in the manner described below under the headings “Online appointment of proxies” and “Electronic appointment of proxies through CREST”; and
- if voting by proxy is undertaken through submission of the printed Forms of Proxy, these Forms of Proxy should be completed and sent to the Company’s registrar, Computershare Investor Services PLC, as soon as possible.

The Company will continue to monitor the advice issued by the UK Government and will make further arrangements and contingencies as necessary. The Company will provide any updates on the arrangements for the Meetings on its website at www.indigovision.com/investors.

Voting Record Time

Entitlement to attend and vote at the said Court Meeting of Scheme Shareholders or any adjournment of such meeting and the number of votes which may be cast at the Court Meeting will be determined by reference to the register of members of the Company as at 6.00 p.m. on the day which is two days immediately before the date of the Court Meeting (or any adjournment to it). In each case, changes to the register of members of the Company after such time will be disregarded in determining the right to attend and vote at the Court Meeting.

Joint holders

In the case of joint holders of Scheme Shares, the vote of the senior who tenders a vote, whether in person or by proxy, will be accepted to the exclusion of the vote(s) of the other joint holder(s). For this purpose, seniority will be determined by the order in which the names stand in the register of members of the Company in respect of the joint holding.

Corporate representatives

As an alternative to appointing a proxy, any Scheme Shareholder that is a corporation may appoint one or more corporate representatives who may exercise, on its behalf, its right to attend, speak and vote at the Court Meeting (or any adjournment of it). When a Scheme Shareholder has appointed more than one corporate representative, only one of those representatives shall be counted in determining, under section 899(1) of the Act, whether a majority in number of the Scheme Shareholders have approved the Scheme, provided that no more than one corporate representative exercises powers over the same Scheme Shares. The Company may require a corporate representative of a Scheme Shareholder to produce to the Company, or its registrar, Computershare Investor Services PLC, written authority from the Scheme Shareholder to attend, speak and vote at the Court Meeting (or any adjournment of it) before the start of the Court Meeting (or such adjournment).

Nominated Persons

The statement of the rights of Scheme Shareholders in relation to the appointment of proxies above do not apply to a person nominated under section 146 of the Act to enjoy information rights (a “**Nominated Person**”). Such rights can only be exercised by members of the Company. Any person to whom this notice is sent who is a Nominated Person may, under an agreement between such Nominated Person and the member by whom he or she was nominated, have a right to be appointed (or to have someone else appointed) as a proxy for the Court Meeting. If a Nominated Person has no such proxy appointment right or does not wish to exercise it, he or she may, under any such agreement, have a right to give instructions to the member as to the exercise of voting rights.

Nominated Persons are reminded that they should contact the registered holder of the shares in respect of which they were nominated (and not the Company) on matters relating to their investments in the Company.

APPENDIX 9

NOTICE OF GENERAL MEETING

IndigoVision Group plc

(Incorporated in Scotland, registered number SC208809)

Notice is hereby given that a general meeting of IndigoVision Group plc (the “**Company**”) will be held at Charles Darwin House, Edinburgh Technopole, Milton Bridge, Edinburgh EH26 0PY at 10.15 a.m. (London time) on 11 May 2020 (or as soon thereafter as the Court Meeting (as defined in the document of which this notice forms part) convened for 10.00 a.m. on the same day and at the same place, by an order of the Court of Session in Edinburgh, has concluded) to consider and, if thought fit, pass the following as a special resolution:

SPECIAL RESOLUTION

THAT for the purposes of giving effect to the scheme of arrangement (the “**Scheme**”) dated 14 April 2020 between the Company and the Scheme Shareholders (as defined in the Scheme), a print of which has been produced to this meeting and for the purposes of identification signed by the chairman of this meeting, in its original form or with or subject to any modification, addition or condition approved or imposed by the Court and agreed to by the Company and Motorola Solutions International Holding Limited:

- (a) the directors of the Company be authorised to take all such actions as they may consider necessary or appropriate for carrying the Scheme into effect; and
- (b) with effect from the passing of this resolution, the articles of association of the Company be amended by the adoption and inclusion of the following new article 160:

“160. Scheme of Arrangement

- 160.1 In this Article 160, the “**Scheme**” means the scheme of arrangement dated 14 April 2020, between the Company and the holders of its Scheme Shares, (each as defined in the Scheme) under sections 895 to 899 of the Companies Act 2006 in its original form or with or subject to any modification, addition or condition approved or imposed by the Court and (save as defined in this Article) expressions defined in the Scheme shall have the same meanings in this Article.
- 160.2 Notwithstanding any other provision of these Articles, if the Company issues any ordinary shares (other than to Bidco (the “**Purchaser**”) or its nominee(s)) after the adoption of this Article and on or before the Scheme Record Time (as defined in the Scheme), such shares shall be issued subject to the terms of the Scheme and the holders of such shares shall be bound by the Scheme accordingly.
- 160.3 Notwithstanding any other provision of these Articles and subject to the Scheme becoming effective, if any ordinary shares are issued to any person (a “**New Member**”) (other than under the Scheme or to the Purchaser or its nominee(s)) on or after the Scheme Record Time (the “**Transfer Shares**”), they will be immediately transferred to the Purchaser (or as it may direct), who shall be obliged to acquire all of the Transfer Shares in consideration for an amount in cash and as would have been due under the Scheme had such Transfer Shares been Scheme Shares.
- 160.4 On any reorganisation of, or material alteration to, the share capital of the Company (including, without limitation, any subdivision and/or consolidation), the value of the consideration per share to be given in Article 160.3 shall be adjusted by the Directors in such manner as the auditor of the Company or an independent valuer or accountant selected by the Company may determine to be appropriate to reflect such reorganisation or alteration. References in this Article 160 to ordinary shares shall, following any such adjustment, be construed accordingly.

- 160.5 To give effect to any transfer required by Article 160.3, the Company may appoint any person as attorney for the New Member to transfer the Transfer Shares to the Purchaser and/or its nominee(s) and do all such other things and execute and deliver all such documents as may in the opinion of the attorney be necessary or desirable to vest the Transfer Shares in the Purchaser or its nominee(s) and pending such vesting to exercise all such rights attaching to the Transfer Shares as the Purchaser may direct. If an attorney is so appointed, the New Member shall not thereafter (except to the extent that the attorney fails to act in accordance with the directions of the Purchaser) be entitled to exercise any rights attaching to the Transfer Shares unless so agreed by the Purchaser. The attorney shall be empowered to execute and deliver as transferor a form of transfer or instructions of transfer on behalf of the New Member (or any subsequent holder) in favour of the Purchaser and the Company may give a good receipt for the purchase price of the Transfer Shares and may register the Purchaser as holder hereof and issue to it certificates for the same. The Company shall not be obliged to issue a certificate to the New Member for the Transfer Shares. The Purchaser shall settle any consideration due under Article 160.3 within five (5) working days of the issue of the Transfer Shares to the New Member.
- 160.6 Notwithstanding any other provision of these Articles, neither the Company nor the Directors shall register the transfer of any Scheme Shares effected between the Scheme Record Time and the Effective Date.
- 160.7 Notwithstanding any other provision of these Articles, both the Company and the Directors may refuse to register the transfer of any ordinary shares other than as provided by this Article 160.
- 160.8 If the Scheme shall not have become effective by the applicable date referred to in clause 7.2 of the Scheme (or such later date, if any, as Bidco and the Company may agree and the Court and the Panel may allow) this Article 160 shall cease to be of any effect.”

Dated: 14 April 2020

Registered Office:

Charles Darwin House
Edinburgh Technopole
Milton Bridge
Edinburgh EH26 0PY

By Order of The Board



Chris Lea
Company Secretary

Notes:

- (1) A copy of the Company's articles of association (as proposed to be amended by the special resolution set out in the notice of meeting) will be available for inspection at the Company's registered offices during normal hours on any weekday (except Saturday and public holidays in Scotland) before the date of the General Meeting and at the place of the General Meeting for at least 15 minutes prior to and during the General Meeting. A copy will also be available for viewing free of charge (subject to certain restrictions relating to persons resident in certain jurisdictions) on the Company's website at www.indigovision.com/investors.
- (2) Every shareholder has the right to appoint some other person(s) of his or her choice, who need not be a shareholder, as his or her proxy to exercise all or any of his or her rights to attend, speak and vote on his or her behalf at the meeting. If you wish to appoint a person other than the chairman of the General Meeting, please insert the name of your chosen proxy holder in the space provided. If the proxy is being appointed in relation to less than your full voting entitlement, please enter in the box next to the proxy holder's name the number of shares in relation to which they are authorised to act as your proxy. If left blank your proxy will be deemed to be authorised in respect of your full voting entitlement.
- (3) A WHITE Form of Proxy is enclosed for the use of shareholders to make the appointment referred to in Note 2 above. Before completing the WHITE Form of Proxy, shareholders should read the guidance notes below.
- (4) A shareholder is entitled to appoint more than one proxy, provided that each proxy is appointed to exercise the rights attached to different shares held by him or her. A member may not appoint more than one proxy to exercise rights attached to any one share. To appoint more than one proxy, (an) additional proxy form(s) may be obtained by contacting the Company's registrar, Computershare Investor Services PLC, on 0370 707 1088 or on +44 (0) 370 707 1088 (from outside the UK) (lines are open 8.30 a.m. to 5.30 p.m., Monday to Friday) or you may photocopy the enclosed proxy form. Please indicate in the box next to the proxy holder's name the number of shares in relation to which they are authorised to act as your proxy. Please also indicate by ticking the box provided if the proxy instruction is one of the multiple instructions being given. All forms must be signed and should be returned together in the same envelope.

- (5) If you do not have a WHITE Form of Proxy and believe you should have one, or if you require additional forms, please contact the Company's registrar, Computershare Investor Services PLC, on 0370 707 1088 or on +44 (0) 370 707 1088 from outside the UK (lines are open 8.30 a.m. to 5.30 p.m., Monday to Friday). Calls to the 0370 707 1088 number from within the UK cost the same as calls to a national landline and may be included in your call package. Calls to the helpline from outside the UK will be charged at applicable international rates. Different charges may apply to calls from mobile telephones and calls may be recorded and randomly monitored for security and training purposes.
- (6) To be valid, the WHITE Forms of Proxy and, if applicable, any power of attorney or other authority under which it is executed, or a certified copy of any such power or authority, must be received at the offices of Computershare Investor Services PLC, The Pavilions, Bridgwater Road, Bristol BS99 6ZY by not later than 10.15 a.m. on 6 May 2020 or, if the meeting is adjourned or a poll is taken otherwise than at or on the same day as the meeting or adjourned meeting, not less than 48 hours (excluding any part of a day that is not a working day) before the adjourned meeting or the taking of the poll at which it is to be used.
- (7) Pursuant to Regulation 41 of the Uncertificated Securities Regulations 2001 and the Company's articles of association, the Company specifies that only those shareholders registered in the register of members of the Company as at 6.00 p.m. on 9 May 2020 shall be entitled to attend or vote at the General Meeting in respect of the number of shares registered in their name at that time. Changes to entries on the register after 6.00 p.m. on 9 May 2020 shall be disregarded in determining the right of any person to attend or vote at the General Meeting.
- (8) Any person to whom this notice is sent who is a person nominated under section 146 of the Companies Act 2006 to enjoy information rights (a "**Nominated Person**") may under an agreement between him/her and the shareholder by whom she was nominated, have a right to be appointed (or to have someone else appointed) as a proxy for the General Meeting. If a Nominated Person has no such proxy appointment right or does not wish to exercise it, he/she may, under any such agreement, have a right to give instructions to the shareholder as to the exercise of voting rights.
- (9) The statement of rights of shareholders in relation to the appointment of proxies in Note 2 above does not apply to Nominated Persons. The rights described in Note 2 can only be exercised by shareholders of the Company.
- (10) As at 9 April 2020, being the last practicable date prior to the publication of this document, the Company's issued share capital consists of 7,610,756 ordinary shares of one penny nominal value, carrying one vote each, of which 272,816 ordinary shares are held by the Company in treasury. Therefore, the total voting rights in the Company as at 9 April 2020 are 7,337,940.
- (11) Any corporation which is a shareholder can appoint one or more corporate representatives who may execute on its behalf all of its powers as a shareholder provided that they do not do so in relation to the same shares.
- (12) You may not use any electronic address provided in the notice to communicate with the Company for any purpose other than those expressly stated.
- (13) CREST members who wish to appoint a proxy or proxies through the CREST electronic proxy appointment service may do so by using the procedures described in the CREST Manual. CREST personal members or other CREST sponsored members and those CREST members who have appointed a service provider(s), should refer to their CREST sponsor or voting service provider(s), who will be able to take the appropriate action on their behalf. In order for a proxy appointment or instruction made using the CREST service to be valid, the appropriate CREST message (a "**CREST Proxy Instruction**") must be properly authenticated in accordance with Euroclear UK & Ireland Limited's specifications and must contain the information required for such instruction, as described in the CREST Manual (available via www.euroclear.com/CREST). The message, regardless of whether it constitutes the appointment of a proxy or is an amendment to the instruction given to a previously appointed proxy must, in order to be valid, be transmitted so as to be received by the Company's registrar, Computershare Investor Services PLC (participant ID 3RA50), by 10.15 a.m. on 6 May 2020. For this purpose, the time of receipt will be taken to be the time (as determined by the time stamp applied to the message by the CREST Application Host) from which the issuer's agent is able to retrieve the message by enquiry to CREST in the manner prescribed by CREST. After this time any change of instruction to proxies appointed through CREST should be communicated to the appointee through other means.
- (14) CREST members and, where applicable, their CREST sponsors or voting service providers should note that Euroclear UK & Ireland Limited does not make available special procedures in CREST for any particular message. Normal system timings and limitations will, therefore, apply in relation to the input of CREST Proxy Instructions. It is the responsibility of the CREST member concerned to take (or, if the CREST member is a CREST personal member, or sponsored member, or has appointed a voting service provider, to procure that his CREST sponsor or voting service provider(s) take(s) such action as shall be necessary to ensure that a message is transmitted by means of the CREST system by any particular time. In this connection, CREST members and, where applicable, their CREST sponsors or voting system providers are referred, in particular, to those sections of the CREST Manual concerning practical limitations of the CREST system and timings). The Company may treat as invalid a CREST Proxy Instruction in the circumstances set out in Regulation 35(5)(a) of the Uncertificated Securities Regulations 2001.
- (15) As an alternative to completing and returning the printed Forms of Proxy, the IndigoVision Board recommends that you register the appointment of a proxy electronically by logging on to the following website: www.investorcentre.co.uk/eproxy. To use this service, you will need your Control Number, Shareholder Reference Number and PIN printed on the accompanying Form of Proxy. Full details of the procedure are given on the website. For an electronic proxy appointment to be valid, the appointment must be received by Computershare Investor Services PLC no later than 10.00 a.m. on 6 May 2020 for the Court Meeting and no later than 10.15 a.m. on 6 May 2020 for the General Meeting.

