



HERBERT
SMITH
FREEHILLS

THE UNITE GROUP PLC

RULES

of the

THE UNITE GROUP PLC

RESTRICTED SHARE PLAN

Approved by the Board on 18 May 2023

To be approved by shareholders of the Company at the 16 May 2024 Annual General Meeting

Herbert Smith Freehills LLP

HSF Ref: 3187/23464/31058406

CONTENTS

Clause	Heading	Page
1.	INTERPRETATION AND CONSTRUCTION	2
2.	SHAREHOLDER APPROVAL.....	4
3.	PLAN LIMITS.....	4
4.	AWARDS.....	5
5.	AWARDS ARE NON-TRANSFERABLE	6
6.	VESTING.....	6
7.	CESSATION OF OFFICE OR EMPLOYMENT.....	8
8.	CORPORATE ACTIONS.....	9
9.	DIVIDEND EQUIVALENT	11
10.	CASH ALTERNATIVE	11
11.	TAX LIABILITY	12
12.	CUSTODY ARRANGEMENTS	12
13.	MALUS AND CLAW-BACK.....	13
14.	VARIATION OF CAPITAL.....	13
15.	ADMINISTRATION.....	14
16.	AMENDMENTS	14
17.	DATA PROTECTION	15
18.	GENERAL	16
	APPENDIX 1 : OPERATION OF MALUS AND CLAW-BACK.....	17
	APPENDIX 2 : US PARTICIPANTS	18

RULES OF THE UNITE GROUP PLC RESTRICTED SHARE PLAN

Until this Plan is approved by the shareholders of the Company, awards may **not** be satisfied by the use of treasury shares or newly issued shares. In addition, awards may **not** be granted to directors of the Company until such time as: (i) this Plan is approved by the shareholders of the Company; and (ii) the grant of awards to directors under this Plan is permitted under the Company's shareholder-approved directors' remuneration policy.

1. INTERPRETATION AND CONSTRUCTION

1.1 For the purposes of the Plan, the following terms shall have the meaning indicated below unless the context clearly indicates otherwise:

"**Award**" means a right to receive a transfer of Shares following vesting of the Award;

"**Board**" means the board of directors of the Company or a committee duly authorised by the board of directors or, following any Corporate Action, the Board or duly authorised committee as constituted immediately prior to the Corporate Action;

"**Claw-back**" means a recovery of value by the Company from a Participant in accordance with the provisions of Rule 13 (*Malus and Claw-back*) and Appendix 1 (*Operation of Malus and Claw-back*);

"**Company**" means The UNITE Group plc (registered in England and Wales under No. 03199160);

"**Control**" has the meaning given by Section 995 of the Income Tax Act 2007;

"**Corporate Action**" means any of the events referred to in:

- (A) Rules 8.1 to 8.4 (but excluding a Reorganisation as defined in Rule 8.8);
- (B) a change of Control of the Company pursuant to any arrangement otherwise than as provided for under Rules 8.1 to 8.4; or
- (C) if the Board determines that Awards will vest pursuant to such Rule, any of the events referred to in Rule 8.6;

"**Custodian**" has the meaning given in Rule 12 (*Custody Arrangements*);

"**Dealing Day**" means any day on which the London Stock Exchange is open for trading;

"**Dealing Restriction**" means any restriction on the dealing in shares, whether direct or indirect, pursuant to any law, regulation, code or enactment in England and Wales and/or the jurisdiction in which the Participant is resident, or any share dealing code of the Company (but shall not include any restriction imposed by Rule 6.7 (*Holding Period*));

"**Eligible Employee**" means an employee of any Group Company (save that, until this Plan has been approved by the shareholders of the Company in general meeting, no Awards shall be granted to an employee who is an executive director of the Company);

"**Employees' Share Scheme**" has the meaning given by Section 1166 of the Companies Act 2006;

"**Grant Date**" means (subject to Rule 4.2 (*Timing of grants*)) the date on which an Award is granted;

"**Group**" means the Company and any company which from time to time is a subsidiary of the Company, within the meaning of section 1159 of the Companies Act 2006 (each a "**Group Company**");

"**Holding Period**" means the period specified in Rule 6.7 (*Holding Period*) during which the transfer of Shares received on vesting is restricted;

"**Malus Adjustment**" means a reduction in the number of Shares subject to an Award in accordance with the provisions of Rule 13 (*Malus and Claw-back*) and Appendix 1 (*Operation of Malus and Claw-back*);

"Market Value" means, in relation to a Share on any day:

- (A) if and so long as the Shares are admitted to listing by the Financial Conduct Authority and traded on the London Stock Exchange, the mid-closing price of a Share on the relevant day; or
- (B) subject to (A) above, its market value, determined in accordance with Part VIII of the Taxation of Chargeable Gains Act 1992;

"Normal Vesting Date" means the third anniversary of the Vesting Commencement Date or such other date as may be determined by the Board prior to the Grant Date;

"Participant" means an Eligible Employee who has received an Award to the extent it has not been released and has not lapsed (or, following the Participant's death, the Participant's Personal Representatives);

"Personal Representatives" means, following the Participant's death, the Participant's personal representatives, or a person fulfilling a similar function in any jurisdiction;

"Plan" means this The UNITE Group plc Restricted Share Plan, as amended from time to time;

"Rule" means a rule of this Plan;

"Share" means a fully paid ordinary share in the capital of the Company;

"Shareholding Requirements" means any provisions to which the Participant is subject which require the Participant to hold a minimum number of Shares from time to time (including provisions which continue to apply after the Participant has ceased to hold office or employment with the Group);

"Treasury Shares" means Shares to which Sections 724 to 732 of the Companies Act 2006 apply;

"Trust" means any employee benefit trust from time to time established by the Company;

"US Participant" has the meaning given in Rule 4.11 (*US Participants*);

"vesting" means Shares subject to an Award becoming due to be transferred to the Participant (and **"vest"** shall be construed accordingly); and

"Vesting Commencement Date" means the Grant Date, unless the Board determines otherwise prior to the Grant Date.

1.2 In this Plan unless the context requires otherwise:

1.2.1 the headings are inserted for convenience only and do not affect the interpretation of any Rule;

1.2.2 a reference to a statute or statutory provision includes a reference:

- (A) to that statute or statutory provision as from time to time consolidated, modified, re-enacted or replaced by any statute or statutory provision;
- (B) to any repealed statute or statutory provision which it re-enacts (with or without modification); and
- (C) to any subordinate legislation made under it;

1.2.3 words in the singular include the plural, and vice versa;

1.2.4 a reference to any one gender shall be treated as a reference to any other gender;

1.2.5 a reference to a person shall include a reference to a body corporate;

1.2.6 a reference to writing or written form shall include any legible format capable of being reproduced on paper, irrespective of the medium used;

1.2.7 the term "including" shall mean "including, without limitation and without prejudice to the generality of the foregoing"; and

1.2.8 a reference to any period of time "from" a date or "to" a date (or similar) shall be inclusive of such dates.

1.3 In this Plan:

- 1.3.1 a reference to the "transfer of Shares" (or similar) shall include both the issuance and allotment of Shares and the transfer of Treasury Shares; and
- 1.3.2 a provision obliging, or permitting, any company to do any thing shall be read as obliging, or permitting, such company to do that thing, or procure that thing to be done.

2. **SHAREHOLDER APPROVAL**

Rules 1.3.1, 3, 4.3, 4.4, 8.8.4(C), 16.2, 16.3, 16.5, 18.1, 18.2.1 and 18.3 and paragraph 3 of Appendix 2 (*US Participants*) shall only apply following approval of the Plan by the shareholders of the Company in general meeting.

3. **PLAN LIMITS**

- 3.1 Subject to Rule 3.2, the Board may not grant an Award if the number of Shares subject to such proposed Award (the "**Relevant Shares**") would cause either of the limits in Rules 3.3 or 3.4 to be breached.
- 3.2 Rule 3.1 shall not apply in respect of an Award granted on terms that it shall not be capable of being satisfied by the issue of Shares.

5 per cent limit: discretionary Employees' Share Scheme

- 3.3 The number of Relevant Shares, when added to the aggregate of:
 - 3.3.1 the number of Shares subject to outstanding options or awards granted within the previous 10 years under the Plan or any other discretionary Employees' Share Scheme adopted by the Company which may be satisfied by the issue of Shares; and
 - 3.3.2 the number of Shares actually issued within the previous 10 years under the Plan, under any other discretionary Employees' Share Scheme or to a Trust (but excluding any of those Shares that were used to satisfy an option or award granted more than 10 years previously, and without double counting any Shares which the Board has determined are to be used to satisfy options or awards counted under Rule 3.3.1 above), may not exceed such number as represents 5 per cent of the Company's issued share capital immediately prior to such proposed grant or issue.

10 per cent limit: Employees' Share Scheme

- 3.4 The number of Relevant Shares, when added to the aggregate of:
 - 3.4.1 the number of Shares subject to outstanding options or awards granted within the previous 10 years under the Plan or any other Employees' Share Scheme adopted by the Company which may be satisfied by the issue of Shares; and
 - 3.4.2 the number of Shares actually issued within the previous 10 years under the Plan, under any other Employees' Share Scheme or to a Trust (but excluding any of those Shares that were used to satisfy an option or award granted more than 10 years previously, and without double counting any Shares which the Board has determined are to be used to satisfy options or awards counted under Rule 3.4.1 above),

may not exceed such number as represents 10 per cent of the Company's issued share capital immediately prior to such proposed grant or issue.

Treasury Shares

- 3.5 References in this Rule 3 to the issue of Shares shall include the transfer of Treasury Shares, but only until such time as the guidelines issued by institutional investor bodies cease to provide that they should be so included.

4. AWARDS

Eligibility

- 4.1 Awards may be granted to any Eligible Employees selected by the Board.

Timing of grants

- 4.2 An Award may only be granted:

- 4.2.1 during the period of 42 days commencing on the date of adoption of the Plan and/or the date of approval of the Plan by shareholders of the Company in general meeting;
- 4.2.2 during the period of 42 days commencing on the Dealing Day immediately following the day on which the Company announces its results for the preceding financial year, half-year or other period; or
- 4.2.3 at such time at which the Board determines that exceptional circumstances exist which justify the grant of the Award,

or, in any such case, if the grant of an Award during such period or at such time would be contrary to any Dealing Restriction, as soon as reasonably practicable after such restriction ceases to apply (and in which case the Board may determine that the Vesting Commencement Date of the Award shall be the date on which the Award would have been granted but for such restriction having arisen).

Individual limit

- 4.3 An Award may not be granted to an Eligible Employee where it would cause the aggregate Relevant Value of the Shares subject to such Award and any Award(s) granted to the Eligible Employee in the same financial year to exceed an amount equal to:
- 4.3.1 100% of the gross annual basic salary of that Eligible Employee at the relevant Grant Date; or
- 4.3.2 if the Board so determines in circumstances which it determines to be exceptional, 150% of the gross annual basic salary of that Eligible Employee at the relevant Grant Date.

An Award granted in breach of this limit shall immediately lapse in respect of the number of Shares which cause this limit to be breached. Awards which have been released or have lapsed, and any right to receive Shares as a dividend equivalent, shall be ignored for this purpose.

In this Rule 4.3, the "**Relevant Value**" of a Share subject to an Award means either (as determined by the Board): (i) the Market Value of a Share on the Dealing Day immediately prior to the Grant Date; or (ii) the average of the Market Value of a Share over the period of up to the five consecutive Dealing Days ending on the Dealing Day immediately prior to the Grant Date (each being, where the Award is granted within the period in Rule 4.2.1 or 4.2.2, a Dealing Day within such 42 day period).

- 4.4 Where an Eligible Employee's gross annual basic salary is denominated in a currency other than pounds sterling, for the purposes of Rule 4.3 above such gross annual basic salary shall be converted into pounds sterling on such basis as the Board may determine.

Method of grant

- 4.5 An Award shall be granted by the Board.
- 4.6 An Award shall be granted by deed.
- 4.7 No payment for the grant of an Award shall be made by the Participant.
- 4.8 A Participant may within 30 days of the Grant Date release an Award (in full but not in part) by written notice to the Company. Where a Participant does not release an Award within such period, the Participant shall be deemed to have accepted the Award on the terms set out in the Rules. Alternatively, it may be a term of the grant of an Award that the Participant

shall be required to accept the terms of the Award within such period following grant as may be determined by the Board and, where the Board specifies such period, the Award shall lapse at the end of such period if the terms of the Award have not been accepted by the Participant.

Additional conditions to vesting

- 4.9 An Award may be granted subject to such conditions as to vesting as the Board may determine prior to the Grant Date.

Holding Period

- 4.10 A Holding Period shall apply to an Award if the Board so determines prior to the Grant Date.

US Participants

- 4.11 The provisions of Appendix 2 (*US Participants*) shall apply to an Award granted to or held by a Participant who is or becomes, at any time during the period from the Grant Date to the date on which the Award vests or lapses, subject to taxation under the US Internal Revenue Code of 1986, as amended (a "**US Participant**"). References to Code §409A are to §409A of the US Internal Revenue Code of 1986, as amended.

Award notification

- 4.12 As soon as practicable following the Grant Date an award notification in such form as the Board may determine (including electronic) shall be issued in respect of an Award to the Participant, which shall specify:
- 4.12.1 the Grant Date;
 - 4.12.2 the Normal Vesting Date;
 - 4.12.3 the number of Shares in respect of which the Award is granted;
 - 4.12.4 if applicable, any conditions to which the vesting of the Award is subject pursuant to Rule 4.9;
 - 4.12.5 if applicable, that the Award is subject to a Holding Period;
 - 4.12.6 if the Board has so determined prior to the Grant Date, that the dividend equivalent provisions of Rule 9 (*Dividend Equivalent*) shall apply; and
 - 4.12.7 that the Award is subject to the malus and claw-back provisions of Rule 13 (*Malus and Claw-back*) and Appendix 1 (*Operation of Malus and Claw-back*).

5. AWARDS ARE NON-TRANSFERABLE

- 5.1 A Participant may not transfer, assign, pledge, charge or otherwise dispose of, or grant any form of security or other interest over, any part of the Participant's interest in an Award. An Award shall (unless the Board determines otherwise) lapse on the Participant doing so (whether voluntarily or involuntarily), upon the Participant being deprived of the beneficial ownership of an Award by operation of law, or upon the Participant becoming bankrupt.
- 5.2 Rule 5.1 does not restrict the transmission of an Award to the Participant's Personal Representatives following the Participant's death.

6. VESTING

Normal vesting

- 6.1 An Award shall vest on the Normal Vesting Date.
- 6.2 If, at the time of grant, the Board specifies any conditions to which the vesting of an Award is subject in accordance with Rule 4.9, the extent to which the Award shall vest (if at all) shall be determined by the Board after considering whether such conditions have been satisfied. The Award shall lapse to the extent that it does not vest as a result of the Board's determination.

Vesting subject to Dealing Restrictions

- 6.3 An Award shall not vest unless, and vesting shall be delayed until, the Board is satisfied that at that time:
- 6.3.1 such vesting;
 - 6.3.2 the transfer of Shares to the Participant; and
 - 6.3.3 any action needed to be taken by the Company to give effect to such vesting, is not contrary to any Dealing Restriction.

Effect of vesting

- 6.4 The Shares in respect of which an Award vests shall be transferred to the Participant as soon as is reasonably practicable (which may include transferring the Shares on more than one consecutive Dealing Day on such basis as the Board may determine), which may include transfers to a Custodian in accordance with Rule 12 (*Custody arrangements*) in accordance with any Shareholding Requirements in force from time to time.

Disciplinary proceedings

- 6.5 Unless the Board determines otherwise, an Award shall not vest while a Participant is subject to a regulatory investigation process and/or formal disciplinary process (or similar), or where a Participant has been served with notice that such a process may be instigated without such notice having been rescinded, and vesting shall (subject to the Award lapsing to any extent prior to or as a result of the conclusion of such process pursuant to Rule 7 (*Cessation of office or employment*) or 13 (*Malus and Claw-back*)) be delayed until the conclusion of such process.

Lapse of Awards to give effect to claw-back of other awards

- 6.6 By participating in the Plan, the Participant acknowledges that the Board may lapse any Award to such extent as it determines to be necessary (including in full) in order to give effect to a claw-back under the terms of any Employees' Share Scheme or bonus scheme operated from time to time by any Group Company.

Holding Period

- 6.7 If an Award is subject to a Holding Period as specified pursuant to Rule 4.10 (*Holding Period*) above, then subject to Rules 6.8 and 6.9, a Participant shall not transfer, assign, pledge, charge or otherwise dispose of, or grant any form of security or other interest over, such proportion of the Shares in respect of which an Award vests, within such period following the date on which the Award vests, as the Board determines prior to the Grant Date.
- 6.8 Rule 6.7 shall not restrict a sale or transfer of Shares pursuant to Rule 11 (*Tax Liability*) and/or pursuant to a Corporate Action.
- 6.9 Rule 6.7 shall (subject to Rule 7.6 (*Meaning of cessation of office or employment*)), unless the Board determines otherwise, continue to apply notwithstanding the Participant ceasing to hold office or employment with any Group Company for any reason.

International transfers

- 6.10 Where a Participant, whilst continuing to hold an office or employment with a Group Company, is to be transferred to work in another country, and as a result the Board considers that following such transfer either the Participant or a Group Company is likely to suffer a tax disadvantage in respect of an Award or, due to securities or exchange control laws, there are likely to be restrictions on the Participant's ability to receive Shares pursuant to an Award and/or to hold or deal in Shares, the Board may decide that an Award shall vest on such date as it may determine, in which case the proportion of the Award which may vest shall be determined at the discretion of the Board and any remainder of the Award shall lapse.

7. CESSATION OF OFFICE OR EMPLOYMENT

Cessation where Awards lapse

7.1 An Award shall lapse:

- 7.1.1 on the Participant ceasing to hold office or employment with any Group Company; or
- 7.1.2 if the Participant gives or receives notice of such cessation, on such earlier date (on or following the date notice is given or received) as may be determined by the Board,

save in each case where Rule 7.2 or Rule 7.5 applies.

Reasons for cessation where Awards remain capable of vesting

7.2 An Award shall not lapse (or, in the case of Rule 7.2.6, shall be deemed not to have lapsed) pursuant to Rule 7.1 where the reason for the cessation or notice is:

- 7.2.1 injury, disability or ill-health (as evidenced to the satisfaction of the Board);
- 7.2.2 redundancy (within the meaning of the Employment Rights Act 1996);
- 7.2.3 retirement at the age at which he is bound to retire under his contract of employment or retirement taken with the consent of the relevant Group Company;
- 7.2.4 the transfer of the Participant's employment in connection with the disposal of a business or undertaking, or a part-business or part-undertaking;
- 7.2.5 the company with which the Participant holds office or employment ceasing to be a Group Company; or
- 7.2.6 any other reason, if the Board so determines.

Where the Board exercises its discretion under Rule 7.2.6 the Board may impose additional conditions on the Award (including as to when the Award may vest).

Timing of vesting in the event of cessation prior to the Normal Vesting Date

7.3 Where prior to the Normal Vesting Date a Participant ceases to hold office or employment with any Group Company for any of the reasons specified in Rule 7.2:

- 7.3.1 an Award shall not vest at the date of such cessation, but shall continue to be capable of vesting in accordance with the remainder of these Rules; or
- 7.3.2 the Board may determine that the Award shall instead vest on or at any time following the date of cessation (to the extent determined by the Board having considered any conditions to which the vesting of the Award is subject in accordance with Rule 4.9).

Extent of vesting in the event of cessation or notice prior to the Normal Vesting Date

7.4 Where prior to the Normal Vesting Date a Participant:

- 7.4.1 ceases to hold office or employment with any Group Company; or
- 7.4.2 gives or receives notice of such cessation,

for any of the reasons specified in Rule 7.2 or Rule 7.5, the proportion of the Award which may vest (under any Rule) shall be limited (unless the Board determines otherwise) by reference to the proportion of the period from the Grant Date to the Normal Vesting Date which has elapsed up to: (i) the date of cessation; or (ii) if earlier (unless the Board determines otherwise) the date of notice. Any remainder of the Award shall lapse.

Death

- 7.5 An Award shall vest (to the extent determined by the Board having considered any conditions to which the vesting of the Award is subject in accordance with Rule 4.9) on the Participant's death.

Meaning of cessation of office or employment

- 7.6 Neither Rule 6.7 (*Holding Period*), nor any provision of this Rule 7 shall apply in respect of any cessation of office or employment if immediately following the cessation the Participant holds an office or employment with any Group Company, or in respect of any notice of cessation if arrangements are in place that mean immediately following the notice becoming effective the Participant will hold an office or employment with any Group Company.

8. CORPORATE ACTIONS

General offers

- 8.1 Awards shall vest:
- 8.1.1 upon a person obtaining Control of the Company as a result of making a general offer to acquire Shares;
 - 8.1.2 upon a person, having or having obtained Control of the Company, making a general offer to acquire Shares; or
 - 8.1.3 if a person makes a general offer to acquire Shares that would result in that person obtaining Control of the Company and the Board so determines, on the date which the Board determines to be the last practicable date prior to the date on which it expects such person to obtain Control of the Company,
- in each case being a general offer to acquire all of the Shares (other than Shares held by the person making the offer and any person connected to that person).

Compulsory acquisition

- 8.2 To the extent not previously vested pursuant to Rule 8.1, Awards shall vest upon a person becoming entitled to acquire Shares under Sections 979 to 982 of the Companies Act 2006.

Scheme of compromise or arrangement

- 8.3 Awards shall vest upon a Court sanctioning a compromise or arrangement which, on becoming effective, would result in:
- 8.3.1 any person obtaining Control of the Company;
 - 8.3.2 any person, having or having obtained Control of the Company, acquiring the remaining Shares not then held by such person;
 - 8.3.3 the undertaking, property and liabilities of the Company being transferred to another existing or new company; or
 - 8.3.4 the undertaking, property and liabilities of the Company being divided among and transferred to two or more companies, whether existing or new.

Voluntary winding-up

- 8.4 Awards shall vest in the event of a notice being given of a resolution for the voluntary winding-up of the Company.

Other change of Control

- 8.5 Where a change of Control of the Company is proposed pursuant to any arrangement otherwise than as provided for under Rules 8.1 to 8.4 and the Board so determines, Awards shall vest on such date as the Board determines prior to the date on which the Board expects such change of Control of the Company to become effective.

Demerger or special dividend

- 8.6 If the Board so determines, Awards may vest following the announcement of a demerger of a substantial part of the Group's business, a special dividend or a similar event affecting the value of Shares to a material extent on such date specified by the Board.

Extent of vesting on a Corporate Action

- 8.7 The proportion of an Award which may vest pursuant to any of Rules 8.1 to 8.6 shall take into account the Board's consideration of any conditions to which the vesting of the Award is subject in accordance with Rule 4.9 and be limited (unless the Board determines otherwise) by reference to the proportion of the period from the Grant Date to the Normal Vesting Date which has elapsed up to the date of the Corporate Action. Any remainder of the Award shall lapse.

Roll-over of Award on a Reorganisation or takeover

- 8.8 Unless the Board determines otherwise, an Award shall not vest pursuant to this Rule 8 if, as a result of any Corporate Action, a company will obtain Control of the Company or will obtain substantially all of the assets of the Company (the "**Acquiring Company**"), and either:
- 8.8.1 the Acquiring Company will immediately following the Corporate Action have (either directly or indirectly) substantially the same shareholders and approximate shareholdings as those of the Company prior to the Corporate Action (a "**Reorganisation**"); or
- 8.8.2 the Board, with the agreement of the Acquiring Company, determines that the Award shall not vest as a result of such Corporate Action and so notified the Participant prior to the date on which the Award would otherwise vest.

In such case, the existing Award (the "**Old Award**") shall lapse on the occurrence of the relevant Corporate Action, and the New Parent Company shall grant a replacement right (the "**New Award**") over such shares or other securities as may be determined by the New Parent Company which are of equivalent value to the number of Shares in respect of which the Old Award was outstanding. The New Award shall be granted on the terms of the Plan, but as if the New Award had been granted at the same time as the Old Award and, unless the Board determines otherwise, shall continue to be subject to any conditions specified in accordance with Rule 4.9 (if any).

For the purposes of this Rule 8.8:

- 8.8.3 "New Parent Company" means the Acquiring Company, or, if different the company that is the ultimate parent company of the Acquiring Company within the meaning of section 1159 of the Companies Act 2006; and
- 8.8.4 the terms of the Plan shall, following the date of the relevant Corporate Action, be construed as if:
- (A) the reference to "The UNITE Group plc" in the definition of "Company" in Rule 1 (*Interpretation and construction*) were a reference to the company which is the New Parent Company;
 - (B) references to "Shares" means the shares or securities in respect of which the New Award has been granted; and
 - (C) save where the New Parent Company is listed, Rule 16.2 (*Amendments*) were omitted.

Compulsory winding-up

- 8.9 An Award shall lapse on the passing of an effective resolution, or the making of a Court order, for the compulsory winding-up of the Company.

Concert parties

- 8.10 For the purposes of this Rule 8, a person shall be deemed to have Control of the Company where the Participant and any others acting in concert with the Participant together have Control of the Company.

9. DIVIDEND EQUIVALENT

- 9.1 If the Board so determines at any time prior to the Normal Vesting Date, at the same time that an Award vests, the Company may:

9.1.1 make a cash payment to the Participant in respect of each Relevant Dividend of an amount equal to the gross value of such dividend multiplied by the number of Shares in respect of which the Award vests; or

9.1.2 transfer such number of additional Shares (which may include aggregated fractions of Shares) as could have been acquired with each such dividend amount at Market Value on either (i) the ex-dividend date for each Relevant Dividend; or (ii) the Dealing Day immediately prior to the date on which the Award vests, as determined by the Board,

where a "**Relevant Dividend**" is any dividend declared on a Share which has an ex-dividend date which falls during the period from the Grant Date to the date the Award vests.

- 9.2 A cash payment under Rule 9.1 may be made in a currency other than pounds sterling, in which case the amount of such payment shall be converted into such other currency on such basis as the Board may reasonably determine.

10. CASH ALTERNATIVE

- 10.1 This Rule 10 shall not apply in respect of any Award granted to a Participant resident in any jurisdiction where the grant of an Award which provides for a cash alternative would be unlawful, fall outside any applicable exemption under securities, exchange control or similar regulations, or would cause adverse tax or social security (or similar) contribution consequences for the Company or the Participant (as determined by the Board) or where the Board determines prior to the Grant Date that this Rule 10 shall not apply.

- 10.2 The Board may determine prior to the Grant Date that an Award shall only be satisfied in cash, in which case the Award shall not be a right to acquire Shares, and the vesting of the Award (or a part thereof) shall be satisfied in full by the payment of a cash equivalent amount, in substitution for the transfer of Shares.

- 10.3 Where the Board has made no determination pursuant to Rule 10.1 or 10.2 in respect of any Award, the Board may determine at any time prior to the transfer of Shares pursuant to such Award that the vesting of the Award (or a part thereof) shall be satisfied by the payment of a cash equivalent amount, in substitution for the transfer of Shares.

- 10.4 A "**cash equivalent amount**" shall be calculated as the number of Shares which would otherwise be transferred in respect of the relevant vesting but which are being substituted for the cash equivalent amount, multiplied by the Market Value of a Share on the date on which Shares are, or would but for the operation of this Rule 10 have been, transferred to the Participant.

- 10.5 A cash equivalent amount shall be paid as soon as reasonably practicable following the relevant vesting.

- 10.6 A cash equivalent amount may be paid in a currency other than pounds sterling, in which case the cash equivalent amount shall be converted into such other currency on such basis as the Board may reasonably determine.

11. TAX LIABILITY

11.1 When any Tax Liability arises in respect of or otherwise in connection with an Award, the Participant authorises any Group Company:

11.1.1 to retain and sell legal title to such number of the Shares which would otherwise have been transferred to the Participant on vesting of the Award, or any part thereof, (notwithstanding that beneficial title shall pass) as may be sold for aggregate proceeds equal to the Group Company's estimate of the amount of the Tax Liability;

11.1.2 to deduct an amount equal to the Group Company's estimate of the Tax Liability from any cash payment made under the Plan; and/or

11.1.3 where the amount realised under Rule 11.1.1 or deducted under Rule 11.1.2 is insufficient to cover the full amount of the Tax Liability, to deduct any further amount as is necessary through payroll or otherwise from any other payment due to the Participant,

and in each case to apply such amount in paying the amount of the Tax Liability to the relevant revenue authority or in reimbursing the relevant Group Company for any such payment, provided that, where the amount realised under Rule 11.1.1 or deducted under Rule 11.1.2 is greater than the actual Tax Liability, the Group Company shall pay the excess to the Participant as soon as reasonably practicable.

The relevant Group Company shall be entitled to make the estimates referred to in this Rule 11.1 on the basis of the highest rates of tax and/or social security applicable at the relevant time in the jurisdiction in which the Group Company is liable to account for the Tax Liability, notwithstanding that the Tax Liability may not arise at such rates.

11.2 "**Tax Liability**" shall mean any amount of tax and/or social security (or similar) contributions which any Group Company becomes liable to pay on behalf of the Participant to the revenue authorities in any jurisdiction, together with all or such proportion (if any) of employer's social security contributions which would otherwise be payable by any Group Company as is determined to be recoverable from the Participant (to the extent permitted by law) by the Board, or which the Participant has agreed to pay or which are subject to recovery pursuant to an election to which paragraph 3B of Schedule 1 to the Social Security Contributions and Benefits Act 1992 applies.

11.3 The Board may (and in the case of an Award subject to a Holding Period shall) require, as a term of vesting, that the Participant enter into with the Company (or any Group Company) a joint election pursuant to Section 431 of the Income Tax (Earnings and Pensions) Act 2003, or the equivalent in any jurisdiction, in respect of the Shares to be acquired pursuant to the Award.

12. CUSTODY ARRANGEMENTS

12.1 Legal title to any Shares which are due to be transferred to the Participant pursuant to the Plan may (notwithstanding any other Rule) be transferred to a person (the "**Custodian**") appointed by the Company from time to time to hold legal title to such Shares on behalf of the Participant. The Company may, alternatively, arrange for the share certificate relating to Shares transferred to the Participant pursuant to the Plan to be deposited with the Custodian.

12.2 The Custodian shall receive and hold Shares (or the share certificate in respect of Shares) on behalf of the Participant in accordance with such terms and conditions as are agreed by the Company from time to time, and by participating in the Plan the Participant irrevocably agrees to those terms and conditions (which shall be available to the Participant on request to the Company).

12.3 The terms in Rule 12.2 may include that the Custodian:

12.3.1 shall, notwithstanding any instructions from the Participant, refuse to effect any transfer or disposal of Shares where to do so would be contrary to Rule 6.7 (*Holding Period*) or any Shareholding Requirements or Dealing Restriction; and

- 12.3.2 may (without the need to seek any instructions from the Participant) give effect to Rule 13 (*Malus and Claw-back*) by transferring the legal and beneficial title to the Shares as the Company may direct.
- 12.4 The transfer of any Shares to the Custodian shall satisfy any obligation of the Company under the Plan to transfer Shares to the Participant (and references in the Plan to Shares (or legal title thereof) having been transferred to the Participant shall be read accordingly).

13. **MALUS AND CLAW-BACK**

Malus and Claw-back events

- 13.1 The Board may, no later than two years from the date on which an Award vests, determine that a Malus Adjustment (before the settlement of the Award) or Claw-back (after settlement of the Award) shall apply in respect of the Award if the Board determines that:
- 13.1.1 any information relied on in determining the level of grant or vesting of an Award proves to have been erroneous, inaccurate or misleading; or
- 13.1.2 there has been a significant failure within any Group Company which has a material impact on the value of the Group (taken as a whole), including but not limited to circumstances where the Company or any other Group Company has entered into an involuntary administration or insolvency process or there has been a significant reduction in, or cessation of, the ability of any material Group Company (or group of Group Companies) to continue normal operations.
- 13.2 The Board may at any time determine that a Malus Adjustment (before the settlement of the Award) or Claw-back (after settlement of the Award) shall apply in respect of an Award where the Participant is found to have committed, at any time prior to the later of the vesting of the Award and the expiry of any Holding Period, including prior to grant, an act or omission which justifies, or in the opinion of the Board would have justified, summary dismissal or service of notice of termination of office or employment on the grounds of misconduct (including, but not limited to recklessness, gross negligence or fraud).

Applying a Malus Adjustment or Claw-back

- 13.3 A Malus Adjustment or Claw-back shall be applied in accordance with the provisions of Appendix 1 (*Operation of Malus and Claw-back*).

No Malus Adjustment or Claw-back following a Corporate Action

- 13.4 No Malus Adjustment or Claw-back shall be capable of being applied at any time following any Corporate Action, save where the determination in relation to a Malus Adjustment or Claw-back was made prior to the Corporate Action (and, for the avoidance of doubt, a Corporate Action does not include a Reorganisation for these purposes).

14. **VARIATION OF CAPITAL**

- 14.1 In the event of any variation of the share capital of the Company, or in the event of the demerger of a substantial part of the Group's business, a special dividend or similar event affecting the value of Shares to a material extent (which shall not include the payment of any ordinary dividend) the Board may make such adjustments to Awards as it may determine to be appropriate.
- 14.2 For the avoidance of doubt Rule 14.1 shall not apply in respect of any Awards pursuant to which legal title to Shares has been transferred prior to the date of the relevant event (such that the recipient of such legal title shall participate in such event as a holder of Shares) including pursuant to the vesting of an Award under Rule 8.6 (*Demerger or special dividend*).

15. **ADMINISTRATION**

- 15.1 Any notice or other communication under or in connection with this Plan may be given by the Company or its agents to a Participant personally, by email or by post, or by a Participant to the Company or any Group Company either personally or by post to the Secretary of the Company. Items sent by post shall be pre-paid and shall be deemed to have been received 48 hours after posting. Items sent by email shall be deemed to have been received immediately.
- 15.2 A Participant shall not be entitled to:
- 15.2.1 receive copies of accounts or notices sent to holders of Shares;
 - 15.2.2 exercise voting rights; or receive dividends,
- in respect of Shares subject to an Award legal title to which has not been transferred to the Participant.
- 15.3 Any discretion (including the power to make any determination) of the Board under or in connection with the Plan may be exercised by the Board in its absolute discretion.
- 15.4 Any exercise of discretion (including the making of any determination) by the Board under or in connection with the Plan shall be final and binding.
- 15.5 Any disputes regarding the interpretation of the Rules or the terms of any Award shall be determined by the Board (upon such advice as the Board determines to be necessary) and any decision in relation thereto shall be final and binding.

16. **AMENDMENTS**

- 16.1 Subject to Rules 16.2 and 16.2, the Board may at any time add to or alter the Plan or any Award made thereunder, in any respect.
- 16.2 Subject to Rule 16.3, no addition or alteration to the advantage of present or future Participants relating to eligibility, the limits on participation, the overall limits on the issue of Shares or the transfer of Treasury Shares, the basis for determining a Participant's entitlement to, or the terms of, Shares or cash provided pursuant to the Plan and the provisions for adjustments on a variation of share capital shall be made without the prior approval by ordinary resolution of the shareholders of the Company in general meeting.
- 16.3 Rule 16.2 shall not apply to any alteration to or substitution of the Performance Condition or to any alteration or addition which is necessary or desirable in order to comply with or take account of the provisions of any proposed or existing legislation, law or other regulatory requirements or to take advantage of any changes in legislation, law or other regulatory requirements, or to obtain or maintain favourable taxation, exchange control or regulatory treatment of any Group Company or any Participant or to make minor amendments to benefit the administration of the Plan.
- 16.4 No alteration or addition shall be made under Rule 16.1 which would abrogate or adversely affect the subsisting rights of a Participant unless it is made:
- 16.4.1 with the consent in writing of the Participant;
 - 16.4.2 with the consent in writing of such number of Participants as hold Awards under the Plan in relation to 75 per cent. of the Shares subject to all Awards under the Plan; or
 - 16.4.3 by a resolution at a meeting of Participants passed by not less than 75 per cent. of the Participants who attend and vote either in person or by proxy,
- and for the purpose of Rules 16.4.1 and 16.4.2 the Participants shall be treated as the holders of a separate class of share capital and the provisions of the Articles of Association of the Company relating to class meetings shall apply mutatis mutandis.
- 16.5 The Board may, in respect of Eligible Employees who are or who may become subject to taxation outside the United Kingdom on their remuneration, establish such plans or sub-plans based on the Plan but subject to such modifications as the Board determines to be necessary or desirable to take account of or to mitigate or to comply with relevant overseas taxation, securities or exchange control laws, provided that the terms of awards made under such plans or sub-plans are not overall more favourable than the terms of Awards made under the

Plan and provided that awards made, and Shares issued, pursuant to such plans or sub-plans shall count towards the limits set out in Rules 3 (*Plan limits*) and 4.3 (*Individual limit*).

17. DATA PROTECTION

- 17.1 From time to time the personal data of the Participant will be collected, used, stored, transferred and otherwise processed for the purposes described in Rules 17.2 and 17.3. The legal grounds for this processing will (depending on the nature and purpose of any specific instance of processing) be one of: (i) such processing being necessary for the purposes of the legitimate interests of the Company and each other Group Company in incentivising their officers and employees and operating the Plan; (ii) such processing being necessary for the purposes of any relevant data controller in respect of such personal data complying with its legal obligations; and (iii) such processing being necessary for the performance of the contractual obligations arising under the Plan. The collection and processing of such personal data for such purposes is a contractual requirement of participation in the Plan.
- 17.2 The purposes for which personal data shall be processed as referred to in this Rule 17 shall be in order to allow the Company and any other relevant Group Companies to incentivise their officers and employees and to operate the Plan and to fulfil its or their obligations to the Participant under the Plan, and for other purposes relating to or which may become related to the Participant's office or employment, the operation of the Plan or the business of the Group or to comply with legal obligations. Such processing will principally be for, but will not be limited to, personnel, administrative, financial, regulatory or payroll purposes as well as for the purposes of introducing and administering the Plan.
- 17.3 The personal data to be processed as referred to in this Rule 17 may be disclosed or transferred to, and/or processed by:
- 17.3.1 any professional advisors of the Company or any Group Company, HM Revenue & Customs or any other revenue, regulatory or governmental authorities;
 - 17.3.2 a trustee of a Trust; any registrars, brokers or other third party administrators (or similar) appointed in connection with any employee share or incentive plans operated by the Company or any Group Company; and/or any person appointed (whether by the Participant or the Company or any Group Company) to act as nominee on behalf of (or provide a similar service to) the Participant;
 - 17.3.3 subject to appropriate confidentiality undertakings, any prospective purchasers of, and/or any person who obtains Control of or acquires, the Company or the whole or part of the business of the Group; or
 - 17.3.4 any Group Company and officers, employees or agents of such Group Company.
- 17.4 Further information in relation to the processing of personal data referred to in this Rule 17, including the details and identity of the data controller and of the Participant's rights to request access to or rectification or erasure or restriction of processing of such personal data and/or to object to such processing (in each case subject to the conditions attached to such rights), as well as details of the right to data portability, are available in the Employee Handbook (or otherwise on request to the Company Secretary).
- 17.5 To the extent that the processing of personal data of a Participant referred to in this Rule 17 is subject to the laws or regulations of any jurisdiction that is not either the United Kingdom or an EU member state and under which the legal grounds for processing described in Rule 17.1 do not provide a sufficient legal basis under such other laws or regulations for the processing referred to in Rule 17.1 to 17.3, by participating in the Plan such Participant consents to such processing for the purposes of such other laws or regulations (but shall not be deemed to consent to such processing for the purposes of the UK General Data Protection Regulation ("**UK GDPR**"), the UK Data Protection Act 2018 or EU Regulation 2016/679 ("**EU GDPR**").
- 17.6 In this Rule 17, "personal data" and "data controller" each have the meaning given in UK GDPR or EU GDPR as appropriate and the "Employee Handbook" means the handbook or handbooks available from time to time to Participants in connection with their holding of office or employment with a Group Company.

18. **GENERAL**

- 18.1 The Plan shall terminate on the 10th anniversary of the approval of the Plan by the shareholders of the Company in general meeting, or at any earlier time by resolution of the Board or an ordinary resolution of the shareholders in general meeting. Such termination shall be without prejudice to the subsisting rights of Participants.
- 18.2 Save as otherwise provided under the Plan:
- 18.2.1 Shares issued and allotted pursuant to the Plan will rank pari passu in all respects with the Shares then in issue at the date of such allotment, except that they will not rank for any rights attaching to Shares by reference to a record date preceding the date of allotment; and
- 18.2.2 Shares to be transferred pursuant to the Plan will be transferred free of all liens, charges and encumbrances and together with all rights attaching thereto, except they will not rank for any rights attaching to Shares by reference to a record date preceding the date of transfer.
- 18.3 If and so long as the Shares are admitted to listing and/or for trading on any stock exchange or market, the Company shall apply for any Shares issued and allotted pursuant to the Plan to be so admitted as soon as practicable.
- 18.4 Any transfer of Shares under the Plan is subject to such consent, if any, of any authorities in any jurisdiction as may be required, and the Participant shall be responsible for complying with the requirements to obtain or obviate the necessity for such consents.
- 18.5 Notwithstanding any provisions of these Rules, if required by the Company the transfer of Shares on vesting shall be conditional on the Participant entering into (and may be delayed until the Participant has entered into), such documentation as is reasonably required to facilitate the holding of legal title to Shares on behalf of the Participant by any nominee (including a Custodian), which may include any documentation in respect of "know-your-client" processes or Automatic Exchange of Information (AEOI) reporting (or similar).
- 18.6 The terms of any individual's office or employment with any past or present Group Company, and the rights and obligations of the individual thereunder, shall not be affected by the Participant's participation in the Plan and the Plan shall not form part of any contract of employment between the individual and any such company.
- 18.7 An Eligible Employee shall have no right to receive an Award under the Plan.
- 18.8 By participating in the Plan, the Participant waives all and any rights to compensation or damages in consequence of the termination of the Participant's office or employment with any past or present Group Company for any reason whatsoever, whether lawfully or otherwise, insofar as those rights arise or may arise from the Participant's ceasing to have rights under the Plan as a result of such termination, or from the loss or diminution in value of such rights or entitlements, including by reason of the operation of the terms of the Plan, any determination by the Board pursuant to a discretion contained in the Plan or the provisions of any statute or law relating to taxation.
- 18.9 Benefits under the Plan shall not form part of a Participant's remuneration for any purpose and shall not be pensionable.
- 18.10 The invalidity or non-enforceability of any provision or Rule of the Plan shall not affect the validity or enforceability of the remaining provisions and Rules of the Plan which shall continue in full force and effect.
- 18.11 These Rules shall be governed by and construed in accordance with English Law.
- 18.12 The English courts shall have exclusive jurisdiction to determine any dispute which may arise out of, or in connection with, the Plan.

APPENDIX 1: OPERATION OF MALUS AND CLAW-BACK

Malus Adjustment prior to the settlement of an Award

1. Where the Board determines that a Malus Adjustment shall apply in respect of an Award, the Malus Adjustment shall be applied by the Board reducing the number of Shares in respect of which the Award may vest (or after vesting by reducing the number of Shares which may be transferred (or in respect of which a cash payment may be made under Rule 10 (*Cash Alternative*)) pursuant to the Award) by up to the number of Shares determined by the Board to be the excess number of Shares in respect of which the Award was granted and/or is outstanding (and the Award shall lapse to the extent so reduced, which may be in full).

Claw-back following the settlement of an Award

2. Where the Board determines that a Claw-back shall apply in respect of an Award following Shares having been transferred thereto, or a cash payment having been made under Rule 10 (*Cash Alternative*) in lieu thereof, the Board shall determine:
 - a. the excess number of Shares in respect of which the Award vested (the "**Excess Shares**"); and
 - b. the aggregate Market Value of such Excess Shares on the date on which the Award vested (the "**Equivalent Value**").
3. Any cash payment made or additional Shares transferred pursuant to Rule 9 (*Dividend Equivalent*) in respect of such Award shall be subject to the Claw-back to the extent that the Board determines that such cash payment or Shares relate to the Excess Shares.
4. A Claw-back may be effected in such manner as may be determined by the Board, and notified to the Participant, including by any one or more of the following:
 - a. by reducing the number of Shares and/or amount of cash in respect of which an Outstanding Award vests or may vest (or has vested, but in respect of which no Shares have yet been transferred or cash payment made), whether before or after the assessment of performance conditions in respect of such Outstanding Award, by the number of Excess Shares and/or the Equivalent Value (and such Outstanding Award shall lapse to the extent so reduced);
 - b. by setting-off against (and deducting from) any amounts payable by any Group Company to the Participant (including to the extent permitted by law salary or any bonus payments) an amount up to the Equivalent Value; and/or
 - c. by requiring the Participant to immediately transfer to the Company a number of Shares equal to the Excess Shares or a cash amount equal to the Equivalent Value (which shall be an immediately payable debt due to the Company),

provided that the Board may reduce the number of Excess Shares or the amount of the Equivalent Value subject to the Claw-back in order to take account of any Tax Liability (as defined in Rule 11 (*Tax Liability*)) which arose on the transfer of the Shares and/or payment of the cash amount which is the subject of the Claw-back.

5. For the avoidance of doubt, nothing in Rule 13 (*Malus and Claw-back*) or this Appendix shall in any way restrict a Participant from being able to transfer or otherwise deal in Shares acquired on vesting of an Award.
6. In paragraph 4 above:

"**Outstanding Award**" means any other Award under the Plan, any award or option under any other Employees' Share Scheme operated from time to time by any Group Company (other than any award or options granted under any arrangement which satisfies the provisions of Schedules 2 or 3, or (unless the terms of such arrangement state that shares acquired thereunder are subject to claw-back) 4 or 5 of the Income Tax (Earnings and Pensions) Act 2003), or any bonus award under any bonus scheme operated from time to time by any Group Company, in each case which is either held by the Participant at the time of a determination that a Claw-back shall be applied or which are granted to the Participant following such a determination; and

"**vests**" shall include shares or cash subject to an award becoming due to be transferred or paid, and in the case of an option, the option becoming exercisable.

APPENDIX 2: US PARTICIPANTS

1. To the extent that any provision of this Appendix 2 is inconsistent with any Rule of the Plan, such provision of this Appendix 2 shall take precedence.
2. Shares to be transferred, or any cash alternative to be paid, to a US Participant pursuant to Rule 6.4 (*Effect of vesting*) shall be transferred or paid no later than 31 December in the same calendar year as the vesting of the Award under any Rule. For the avoidance of doubt, except when the vesting results from the application of Rule 8 (*Corporate Actions*), a determination by the Board as to whether an Award subject to any additional vesting conditions as specified in accordance with Rule 4.9 shall vest must be made, if at all, in the same calendar year that includes the Normal Vesting Date.
3. The Board may determine that an Award to a US Participant shall only be satisfied by the issue of Shares and not by the transfer of existing Shares.
4. Rule 6.5 (*Disciplinary proceedings*) shall not apply to a US Participant. For the avoidance of doubt, Appendix 1 (*Operation of Malus and Claw-back*) shall apply to any Award which vests to a US Participant at any time at which an investigation is ongoing under the disciplinary procedures applicable to the US Participant should such procedures not be resolved in favour of the Participant.
5. Where the Board exercises its discretion provided for in Rule 7.2 (*Reasons for cessation where Awards remain capable of vesting*), in no event will the exercise of such discretion cause the application of an accelerated or additional tax charge under Code §409A.
6. Rule 7.3.2 (*Timing of vesting in the event of cessation prior to the Normal Vesting Date*) shall not apply to Awards held by US Participants such that, to the extent that an Award becomes non-forfeitable prior to the Normal Vesting Date, no accelerated transfer of Shares, or accelerated payment of a cash alternative, to the US Participant shall occur, except as otherwise specifically provided under Rule 7.5 (*Death*), Rule 8 (*Corporate Actions*) or as specifically provided by the Plan and as permitted under Code §409A.
7. A Corporate Action shall not be deemed to have occurred in relation to an Award granted to a US Participant unless the relevant event also constitutes a "change in ownership," a "change in effective control," or a "change in ownership of a substantial portion of the assets" of the Company as defined in US Treasury Regulations or other guidance issued pursuant to Code §409A.
8. Any variation to the number of Shares subject to an Award pursuant to Rule 14 (*Variation of capital*) shall only be permitted to the extent that such variation complies with the requirements of Code §409A.
9. No alteration or addition shall be made under Rule 16 (*Amendments*) to an Award held by a US Participant if such alteration or addition could cause the application of an accelerated or additional tax charge under Code §409A.
10. Each transfer of Shares, or payment of a cash alternative, pursuant to an Award shall constitute a separate payment within the meaning of Treasury Regulation Section 1.409A-2(b)(2).
11. The foregoing provisions of this Appendix 2 are intended to comply with the requirements of Code §409A and shall be construed and interpreted in accordance therewith in order to avoid the imposition of additional tax thereunder.
12. In the event that the terms of the Plan would subject any Participant to taxes or penalties under Code §409A ("**409A Penalties**"), the Board, the Company and such Participant shall cooperate diligently to construe, apply and/or amend the terms of the Plan and the terms of the Participant's Award to avoid such 409A Penalties, to the extent possible, provided that in no event shall any Group Company be responsible for any 409A Penalties that arise in connection with any amounts payable in respect of any Award granted under this Plan.