

RULES

OF THE

HAYS PERFORMANCE SHARE PLAN

Board adoption:	6 October 2021
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WARNING: If granting an Award to a California Resident that will be Released on or after 27 August 2034, an early additional shareholder approval of the Plan may be required. Seek legal advice before granting the Award.

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Hays Performance Share Plan (PSP)

Summary of certain PSP Terms

This note is for information only and does not form part of the rules.

General

The PSP is intended to grant rights over shares in Hays plc (the **Company**) in respect of ordinary shares in the capital of the Company (**Shares**).

Awards (rule 1)

Rights under the PSP are called **Awards** and can take the form of:

- **conditional share awards**;
- **options** over Shares, which can be exercised to enable the delivery of Shares; and
- **“phantom” conditional share awards** comprising a right to acquire cash with a value determined by reference to a number of notional “phantom” Shares (see rule 2.12).

Conditional rights to Shares or (where appropriate) cash will be delivered (and in the case of an Option it will become exercisable) following **Vesting** or, where the Award is subject to a **Holding Period**, it has been **Released** following the end of the Holding Period.

Share based Awards may be settled using newly issued, Treasury or existing Shares (rule 22.3).

Options may be granted on terms which may require payment of an “exercise price” in order to exercise the option and with an exercise period that will normally run from Vesting or Release to the tenth anniversary of the date of grant (shorter exercise periods can be set at the **Award Date**).

Eligibility (rule 2.1)

The PSP will be used to make discretionary awards to certain employees (including executive directors) of the Company’s **Group**.

Employees on notice to terminate their employment will not normally be eligible.

Awards made to executive directors will need to be granted on terms which comply with the shareholder-approved directors’ **Remuneration Policy** in effect at that time.

Timing of grant (rule 2.2)

Awards may only be granted within a period of 42 days starting on any of the following:

- the dealing day following the day of announcement of the Company’s results for any period;
- any day on which the Board decides that exceptional circumstances justify the grant of Awards; or
- if **Dealing Restrictions** prevented the granting of Awards in the periods mentioned above, the day those Dealing Restrictions are lifted.

Awards may not be granted after termination of the PSP, which will be the tenth anniversary of the date it was approved by shareholders on 10 November 2021.

Granting Awards (rule 2)

Awards will normally be granted by the Board by deed (see rule 2.3).

The Board will approve the terms of Awards and notify participants accordingly (see rules 2.4 and 2.3)

The Board will approve the terms of an Award, these are listed in 2.4 and include:

- the Award Date, Award type and number of Shares, conditions etc.;

- the Expected Vesting Date – for an Award which is not subject to a Holding Period this will be the time the Award will be Released (see below);
- the applicable Conditional Period, which, for an Award to an executive director, must not expire earlier than the end of any applicable Performance Period;
- details of any applicable Holding Period and the Expected Release Date and this will normally be the end of the Holding period and the date the Award will normally be Released (see below).

Vesting of Awards (rule 5)

Subject to the satisfaction of the Performance Conditions, and any other conditions that apply, Awards will normally vest on the later of

- (i) the Expected Vesting Date and
- (ii) the date the Board decides the Performance Conditions/other conditions have been satisfied.

Note: the Board have power to adjust vesting levels to avoid formulaic outcomes etc (see rule 5.4).

Release (see definitions in rule 1)

This means the time the Participant becomes beneficially entitled to the Shares subject to a Conditional Award or a Phantom Award or becomes entitled to exercise an Option.

The Award may have “Vested” therefore but, depending on the terms of the Award, it may not yet be Released.

Holding Period (rule 6)

Awards may be granted subject to a Holding Period, meaning shares cannot be delivered (and options cannot be exercised) until the expiry of the Holding Period (i.e. Released).

An Award granted to an executive director **will** be subject to a Holding Period consistent with, the Remuneration Policy. Other Awards **may** be granted subject to a Holding Period.

Release and Settlement of Awards (rules 7 - 10)

Upon Release (or on exercise (for an Option), Shares or cash (as appropriate) will normally be delivered to the participant as soon as practicable.

Awards granted as Options may be exercised in full or in part and on more than one occasion. They will be exercisable for a specified period following Release. The exercise period will end not later than the tenth anniversary of grant (rule 8).

The Board may decide to settle a Share based Award or partly or fully in cash instead of Shares (rule 10.7).

Vesting, Release, exercise and/or delivery of an Award may be delayed due to Dealing Restrictions (rule 12), or where an investigation is ongoing that might lead to Malus and/or Clawback being triggered (rule 11). In some circumstances, the exercise window for an Option may be extended by such delays.

“Conditional Period”

This term is relevant to Leavers.

It will effectively be the Vesting Period for Awards without a Performance Condition (or other condition) and will normally be the Performance Period where the Award is subject to a Performance Condition and is the period over which the Award may be subject to pro-rating on an early **Good Leaver** or **Exceptional Leaver** event (although other periods can be set). It is essentially the period during which the Award will be “earned” by the Participant. It must be set at the Award Date.

Hays Performance Share Plan

1. Meaning of words used

1.1 General

In these rules:

“Award” means a Conditional Award, an Option or a Phantom Award;

“Award Date” means the date specified under rule 2.4 (Terms of Awards);

“Board” means the board of directors of the Company or, as appropriate, a committee duly authorised to carry out that board’s functions in relation to the Plan. For the purposes of rules 17 (Takeovers and restructurings) and 18 (Exchange of Awards), it means those persons who were members of the Board immediately before the relevant event;

“Company” means Hays plc with registered number 02150950;

“Conditional Award” means a conditional right to acquire Shares granted under the Plan;

“Conditional Period” means the period the Board decides under rule 2.4 (Terms of Awards), during which the Participant’s Award will normally lapse if the Participant Leaves as set out in rule 13 (Leaving);

“Control” means the power of a person to secure by means of the holding of shares or the possession of voting power or by virtue of any powers conferred by any articles of association (or other document), that the affairs of a body corporate are conducted in accordance with the wishes of that person;

“Dealing Day” means a day on which the London Stock Exchange (or, if the Board determines, any other stock exchange on which Shares are traded) is open for the transaction of business;

“Dealing Restrictions” means any internal or external restrictions on dealings or transactions in securities;

“Dividend Equivalent” means a right to receive an additional amount, as set out in rules 10.3 (Dividend Equivalents – entitlement and payment) and 10.4 (Dividend Equivalents – late payment);

“Employee” means any employee (including an employed executive director) of any Member of the Group and, for the purposes of rule 21 (Terms of employment), it includes a former employee;

“Executive Director” means an executive director of the Company;

“Exercise Period” means the period during which an Option may be exercised, starting when the Option is Released, and ending on the 10th anniversary of the Award Date unless the Board decides that a shorter period will apply under rule 2.4 (Terms of Awards);

“Expected Vesting Date” means the date the Board decides under rule 2.4 (Terms of Awards);

“Expected Release Date” means the date the Board decides for an Award subject to a Holding Period under rule 2.4 (Terms of Awards);

“Group” means the Company and any company that is a subsidiary of the Company (within the meaning of section 1159 of the Companies Act 2006), and **“Member of the Group”** will be understood accordingly;

“Holding Period” will be as described in rule 6 (Holding Period);

“Leaves” means ceasing to be an employee (and ceasing to be a director) of all Members of the Group and **“Leaving”** will be understood accordingly;

“Malus and Clawback Policy”¹ means the Hays plc Malus and Clawback Policy (as amended from time to time) and **“Malus”** and **“Clawback”** will be understood accordingly;

“Market Value” on any day means:

- (i) when Shares are listed on the London Stock Exchange (or, if the Board decides, any other stock exchange on which the Shares are traded):
 - (a) the price shown in the Stock Exchange Daily Official List (or the relevant foreign exchange list that performs a similar function) for the previous Dealing Day as the closing price for the Shares on that day (or if two closing prices are shown, the lower price plus one-half of the difference between those two figures); or
 - (b) if the Board decides, the average of the price determined under (a) above over up to 5 consecutive Dealing Days as decided by the Board ending on the previous Dealing Day;
- (ii) otherwise, the market value of a Share as determined in accordance with Part VIII of the Taxation of Chargeable Gains Act 1992; or
- (iii) in either case, such value as the Board may decide;

“Old Plan” means the 2012 Hays Performance Share Plan;

“Option” means a right in the form of an option to acquire Shares granted under, and exercisable in accordance with, the Plan;

“Other Conditions” means any conditions imposed under rule 2.4 (Terms of Awards);

“Participant” means a person holding or who has held an Award or, after death, that person’s personal representatives;

“Performance Conditions” means any performance conditions imposed under rule 2.4 (Terms of Awards);

“Performance Period” means the period in respect of which any Performance Conditions are to be satisfied;

“Phantom Award” means a conditional right granted under the Plan to receive a cash sum linked to the value of a number of notional Shares;

“Plan” means the plan constituted by these rules and any schedules known as the Hays Performance Share Plan, as amended from time to time;

“Release” means Shares or cash becoming capable of delivery to the Participant, as follows:

- (i) in relation to a Conditional Award, a Participant becoming beneficially entitled to receive the Shares;
- (ii) in relation to an Option, the Option becoming exercisable; and
- (iii) in relation to a Phantom Award, a Participant becoming beneficially entitled to receive the cash sum,

¹ The rules were amended on 18 August 2026 to incorporate reference to the Malus and Clawback Policy. The rules as so amended apply to Awards granted on and after that date. Awards granted before that date are subject, where relevant, to the Malus and Clawback provisions previously included in the rules.

and **“Released”** will be understood accordingly;

“Remuneration Policy” means the Company’s Directors’ Remuneration Policy as last approved by shareholders;

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

“Special Dividend” means an exceptional one-off dividend, outside the normal pattern of the Company’s dividend payments;

“Tax” means any tax and social security charges (and/or any similar charges), wherever arising, in respect of a Participant’s Award or otherwise arising in connection with that Participant’s participation in the Plan;

“Trigger” means:

- (i) the discovery of a material misstatement resulting in an adjustment in the audited consolidated accounts of the Company or the audited accounts of any Member of the Group (other than as a result of a change in accounting practice) for a period that was wholly or partly before the end of the Conditional Period applicable to an Award; and/or
- (ii) the assessment of any Performance Condition or Other Condition in respect of an Award was based on error, or inaccurate or misleading information; and/or
- (iii) the discovery that any information used to determine the number of Shares subject to or relating to an Award was based on error, or inaccurate or misleading information; and/or
- (iv) the action or conduct of a Participant which, in the reasonable opinion of the Board, amounts to:
 - (a) fraud effected by or with the knowledge of the relevant Participant; and/or
 - (b) gross misconduct; and/or
- (v) a Participant is found to have contributed to circumstances which give rise to a severe adverse impact on the reputation of the Company (or would have if such circumstances had been made public), and such circumstances need not relate to a financial year in which the relevant individual was a Participant in the Plan; and/or
- (vi) the Company enters an involuntary administration or insolvency process, or the Board or an administrator determines that there has been a ‘corporate failure’ in respect of the Company (which for these purposes includes a significant reduction or cessation of the Company’s ability to continue normal operations); and

“Vesting” means the number of Shares to be delivered upon Release of an Award becoming fixed, subject to the remaining provisions of this Plan, and **“Vest”**, **“Vested”** and **“Unvested”** will be understood accordingly.

1.2 Interpretation

In this Plan, the singular includes the plural and the plural includes the singular. References to any enactment or statutory requirement will be understood as references to that enactment or requirement as from time to time amended or re-enacted and they include any subordinate legislation made under it.

2. Granting Awards

2.1 Eligibility

The Board may only grant an Award to someone who is an Employee at the Award Date. An Award cannot be granted to an Employee who is on notice to terminate their employment within the Group, unless the Board determines otherwise.

2.2 Timing of grant

Awards may only be granted within 42 days starting on any of the following:

- 2.2.1 the day on which the Company's shareholders approve the Plan;
- 2.2.2 the Dealing Day following the day on which the Company's results are announced for any period;
- 2.2.3 any day on which the Board resolves that exceptional circumstances exist which justify the grant of Awards; and
- 2.2.4 the day Dealing Restrictions, which prevented the granting of Awards during the periods specified above, are lifted.

No Awards may be granted after the termination of the Plan.

2.3 Making an Award

Awards will be granted by the Board by deed or in any other way which ensures the Awards are contractually enforceable.

Participants will be notified of the terms of their Awards as soon as practicable.

The Board may require Participants to accept Awards or specific terms and may provide for Awards to lapse if they are not accepted within the time specified.

The Board may allow Participants to disclaim all or part of an Award within a specified period. If an Award is disclaimed, it will be deemed never to have been granted.

2.4 Terms of Awards

Awards are subject to the rules of the Plan.

The Board will approve the terms of an Award, including:

- 2.4.1 the Award Date;
- 2.4.2 the Award type;
- 2.4.3 the number of Shares subject to the Award or the basis for calculating the number of Shares;
- 2.4.4 the Expected Vesting Date;
- 2.4.5 in the case of an Option, the Exercise Period and any amount payable to exercise the Option;
- 2.4.6 if the Award is subject to any Performance Conditions, details of those Performance Conditions and the applicable Performance Period;
- 2.4.7 the applicable Conditional Period, which, for an Award to an Executive Director, must not expire earlier than the end of any applicable Performance Period;

- 2.4.8 details of any Other Conditions;
- 2.4.9 if Dividend Equivalents will not apply;
- 2.4.10 if the Participant is not an Executive Director, whether the Award is subject to the Malus and Clawback Policy;
- 2.4.11 details of any applicable Holding Period and the Expected Release Date; and
- 2.4.12 in relation to an Award granted to an Executive Director, the relevant period for the purposes of rule 16.1.1; and
- 2.4.13 whether the Participant may be required to enter into any election for a particular tax and/or social security treatment in respect of an Award and/or any Shares and any consequences of failing to make the election.

2.5 Performance Conditions

The Board will normally make Vesting conditional on the satisfaction of one or more performance conditions.

For Executive Directors, any Performance Period will be consistent with the Remuneration Policy.

The Board may change a Performance Condition in accordance with its terms or if anything happens that causes the Board to reasonably consider it appropriate to do so. A changed Performance Condition will not be materially less or more difficult to satisfy than the original condition was intended to be at the Award Date.

The Board will notify any relevant Participant as soon as practicable after any change.

2.6 Other Conditions

The Board may impose other conditions in relation to the Vesting or Release of an Award. The Board may change those other conditions in accordance with their terms or if anything happens which causes the Board to reasonably consider it appropriate to do so.

The Board will notify any relevant Participant as soon as practicable after any change.

2.7 Estimates or indications of performance

There may be an interim indication of the extent to which a Performance Condition or Other Condition will be met. Any indication will not guarantee any level of Vesting or limit the Board's discretion to decide the extent to which an Award will Vest.

2.8 Malus and Clawback²

All Awards granted to Executive Directors are subject to the Malus and Clawback Policy. Awards granted to other Participants are subject to the Malus and Clawback Policy if the Board decides under rule 2.4 (Terms of Awards).

2.9 Shareholding Policy

Where a Participant is subject to the Company's shareholding policy, that shareholding policy will apply to the Participant's Awards and any Shares acquired pursuant to those Awards.

² The rules were amended on 18 August 2026 to incorporate reference to the Malus and Clawback Policy. The rules as so amended apply to Awards granted on and after that date. Awards granted before that date are subject, where relevant, to the Malus and Clawback provisions previously included in the rules.

2.10 No payment

A Participant is not required to pay for the grant of an Award.

2.11 Administrative errors

If the Board grants an Award:

- 2.11.1 in error, it will be deemed never to have been granted and/or will immediately lapse; and/or
- 2.11.2 which is inconsistent with any provisions in this Plan, it will take effect only to the extent permissible under the Plan and will otherwise be deemed never to have been granted and/or will immediately lapse.

2.12 Phantom Awards

A Phantom Award will not confer any right to receive Shares or any interest in Shares. The Plan will be interpreted and applied to reflect the fact that Phantom Awards are granted in respect of notional Shares only and are settled in cash rather than Shares.

3. Participant limits

3.1 Usual limits

Awards to Executive Directors will be granted in accordance with the applicable limits set out in the Remuneration Policy at the time of grant.

Awards may only be granted to any other Employee, in respect of any one financial year, with an aggregate Market Value (at each relevant Award Date) of up to 200% of that Employee's Salary, or such lower limit as the Board decides.

For these purposes, "**Salary**" means gross basic rate of annual salary before any adjustments and excluding any bonuses, benefits-in-kind and pensions. Salary is calculated as at the relevant Award Date. If there has been any waiver or sacrifice of Salary, the amount will be treated as if paid for this purpose.

3.2 Buy-out awards

The relevant limits would not be considered exceeded as a consequence of any Award granted as a buy-out or replacement award in the context of the Participant's recruitment, provided:

- 3.2.1 in the case of an Executive Director, that Award was granted in accordance with the relevant provisions of the applicable Remuneration Policy; or
- 3.2.2 in the case of any other Employee, the Board determined the circumstances were sufficiently exceptional to justify that Award.

4. Share dilution ~~limits~~limit

4.1 Share ~~limits~~limit

An Award may not be granted that would cause: the total number of Shares that have been Allocated in the previous 10 years (or could still be Allocated by virtue of rights granted) under the Plan and under any other employee share plans operated by a Member of the Group to exceed 10% of the ordinary share capital of the Company in issue.

- 4.1.1 ~~the total number of Shares that have been Allocated in the previous 10 years (or could still be Allocated by virtue of rights granted) under the Plan and under any other employee share~~

~~plans operated by a Member of the Group to exceed 10% of the ordinary share capital of the Company in issue; or~~

~~4.1.2 the total number of Shares that have been Allocated in the previous 10 years (or could still be Allocated by virtue of rights granted) under the Plan and under any other discretionary employee share plans operated by a Member of the Group to exceed 5% of the ordinary share capital of the Company in issue, subject to rule 4.3 (Grandfathering).~~

4.2 Calculating the number of Shares

For the purposes of this rule 4 (Share dilution ~~limits~~limit):

4.2.1 Shares are considered to be “**Allocated**” when allotted and issued as new shares, or transferred from treasury. However, if relevant institutional investor guidelines cease to require treasury shares to be taken into account for these purposes, then treasury Shares will not count towards ~~these~~this Share ~~limits~~limit; and

4.2.2 where there has been a variation in the share capital of the Company as described in rule 19 (Variations in share capital), the number of Shares taken into account for the purposes of the Share ~~limits~~limit will be adjusted as the Board considers appropriate to take account of the variation.

~~4.3~~ **Grandfathering**

~~When applying rule 4.1.2, Shares that have been Allocated or could still be Allocated under:~~

~~4.3.1 the Old Plan; and~~

~~4.3.2 the Hays Deferred Annual Bonus Plan as approved by the Company's shareholders in 2016, only count towards the limit if the awards are or were granted to a person who is or was (at grant) an Executive Director or a member of the Company's “Executive Board” (as determined by the Board) or other equivalent entity from time to time.~~

5. Vesting of Awards

5.1 Timing of Vesting

An Award will Vest on the latest of:

5.1.1 the Expected Vesting Date;

5.1.2 the date it is decided that any Performance Conditions are satisfied; and

5.1.3 the date it is decided that any Other Conditions are satisfied.

5.2 Extent of Vesting

An Award will Vest to the extent that the Board decides that any Performance Conditions and/or Other Conditions are satisfied.

5.3 Fractions

Where an Award would otherwise Vest over a fraction of a Share, the number of Shares that will Vest will be rounded down to the nearest whole Share.

5.4 Overriding discretion

The Board may adjust the extent to which an Award will Vest if it considers the extent of Vesting would otherwise:

5.4.1 not be a fair and accurate reflection of the performance (including non-financial performance) of the business, the Group and/or the Participant; and/or

5.4.2 be inconsistent with the original intentions of the Plan.

The Board will notify any relevant Participant as soon as practicable after any adjustment.

6. Holding Period

6.1 Application of rule

An Award granted to an Executive Director will be subject to a Holding Period where required by, and which is consistent with, the Remuneration Policy.

An Award granted to any other Employee may be subject to a Holding Period, of a length determined by the Board under rule 2.4 (Terms of Awards).

6.2 Nature of Holding Period

An Award subject to a Holding Period will not be Released until expiry of the Holding Period. A Participant has no beneficial right to the Shares or cash comprised in the Award until Release or, in the case of an Option, exercise following Release.

7. Release of Awards

7.1 Timing of Release

An Award will be Released:

7.1.1 at Vesting, if the Award is not subject to a Holding Period; or

7.1.2 on the Expected Release Date, if the Award is subject to a Holding Period.

7.2 Extent of Release

An Award can only be Released to the extent it Vests.

7.3 Fractions

Where an Award would otherwise be Released over a fraction of a Share, the number of Shares that will be Released will be rounded down to the nearest whole Share.

8. Exercise of Options

8.1 Process for exercise of Options

A Participant may exercise an Option by giving notice at any time during the Exercise Period in the manner decided by the Board.

The exercise of an Option is effective on the date of receipt of the notice (and the exercise price, if required).

8.2 Partial exercises

An Option may be exercised in full or in part and on more than one occasion.

9. Lapsing

An Award will lapse to the extent any part of it is no longer capable of Vesting, being Released and/or being exercised.

To the extent an Award lapses, it cannot Vest, be Released or be exercised under any other provision of the Plan. This means that, to the extent the Award lapses, the Participant has no right to receive the Shares or cash comprised in the Award.

10. Settlement of Awards

10.1 Delivery of Shares or cash

If an Award is Released or an Option is exercised, the Board will arrange for the delivery of Shares or cash to the Participant as soon as practicable after Release or, in the case of an Option, exercise.

10.2 Phantom Award payment

In the case of a Phantom Award, the cash sum will be equal to the aggregate Market Value of the notional Shares which have been Released.

10.3 Dividend Equivalents – entitlement and payment

Awards include Dividend Equivalents, unless the Board determines otherwise under rule 2.4 (Terms of Awards).

Where an Award includes Dividend Equivalents, the Participant is entitled to receive an amount equal to each dividend on Shares, the payment date for which falls between the Award Date and Release or exercise (as applicable), multiplied by the number of Shares in respect of which the Award has been Released or exercised. Special Dividends will not be included, unless the Boards decides otherwise.

There is a deemed reinvestment of Dividend Equivalents into notional Shares, which:

10.3.1 are notionally acquired at Market Value on the date of payment of the dividend; and

10.3.2 attract future Dividend Equivalents on the same basis as the Shares relating to the Award.

Any Dividend Equivalents may be paid in cash or in a whole number of Shares (rounded down). Dividend Equivalents will be paid on the same date and the same terms as the related Award.

10.4 Dividend Equivalents – late payment

Where Dividend Equivalents apply and:

10.4.1 the record date of a dividend falls between the Award Date and Release or exercise (as applicable); and

10.4.2 the dividend is not paid until after Release or exercise (as applicable),

the Participant will be entitled to receive that Dividend Equivalent under rule 10.3 (Dividend Equivalents – entitlement and payment), except that:

10.4.3 payment of the Dividend Equivalent will only be made to the Participant if and as soon as practicable following:

(i) that dividend being paid; or

(ii) if the Board determines, approval by the Company's shareholders; and

10.4.4 the deemed reinvestment of the Dividend Equivalent under rule 10.3.1 will take place on the record date,

and otherwise the Dividend Equivalent will be paid on the same terms as the related Award.

10.5 Nominee

Shares may be delivered to and held by a nominee on behalf of the Participant.

10.6 Shareholder rights

Shares issued in connection with this Plan will rank equally in all respects with the Shares in issue on that date.

Participants will only be entitled to rights attaching to Shares from the date of the allotment or transfer to them.

10.7 Cash alternative

The Board may choose to settle any Award partly or fully in cash. The Participant will have no right to acquire the Shares in respect of which an Award has been settled in cash.

10.8 Share transfer tax

The Board will arrange payment of any share transfer taxes on settlement.

11. Investigations

11.1 Relevant investigation

This rule applies where an investigation is ongoing that might lead to Malus and/or Clawback being triggered in relation to a Participant's Award.

11.2 Impact of investigation

If an investigation is ongoing then, unless the Board decides otherwise:

11.2.1 the Participant's Award will not Vest or be Released;

11.2.2 if it is an Option, exercise will be suspended; and

11.2.3 where relevant, the Participant's Award will not be settled,

until the investigation is concluded and then any Award will only Vest, be Released, be exercisable or be settled as determined by the Board. If the Exercise Period of an Option would otherwise have ended, the Board can decide to extend the period and "**Exercise Period**" will be understood accordingly.

12. Dealing Restrictions

12.1 Application of rule

This rule applies if Dealing Restrictions would prohibit the exercise of an Option, delivering or arranging delivery of Shares or cash to settle an Award, and/or the Participant from selling Shares, if required to discharge Tax.

12.2 Impact of Dealing Restrictions

If Dealing Restrictions apply, then:

12.2.1 an Award will not be Released until the Dealing Restrictions cease to apply;

12.2.2 any exercise will take effect on the Dealing Day after the Dealing Restrictions cease to apply;

12.2.3 if an Exercise Period would otherwise end before the Dealing Restrictions cease to apply, it will be extended to end 30 days after the Dealing Restrictions cease to apply and “**Exercise Period**” will be understood accordingly; and

12.2.4 the delivery of Shares or cash to settle an Award will not occur until the Dealing Restrictions cease to apply,

unless the Board decides otherwise.

13. Leaving

13.1 Meaning of good leavers

For the purposes of this rule 13 (Leaving):

13.1.1 “**Exceptional Leaver Reason**” means:

- (i) death;
- (ii) the Participant’s employing company ceasing to be a Member of the Group; or
- (iii) the business or part of the business that employs the Participant being transferred outside of the Group; and

13.1.2 “**Good Leaver Reason**” means:

- (i) ill-health, injury or disability (evidenced to the satisfaction of the Board); or
- (ii) any other reason, at the discretion of the Board.

13.2 Leaving – during Conditional Period

Where a Participant Leaves on or before the end of the Conditional Period, the Award will lapse on the date the Participant Leaves, unless other provisions of this rule 13 (Leaving) apply.

13.3 Exceptional leavers

If a Participant Leaves at any time for an Exceptional Leaver Reason:

13.3.1 if the Award is Unvested, it will Vest:

- (i) on the date of Leaving;
- (ii) to the extent that the Board decides any Performance Conditions have been satisfied as measured over the period the Board decides is appropriate;
- (iii) to the extent that the Board decides any Other Conditions have been satisfied, unless the Board decides otherwise; and
- (iv) pro-rata to reflect the period from the start of the Conditional Period until the date the Participant Leaves, as a proportion of the Conditional Period, unless the Board decides otherwise;

13.3.2 any Holding Period will immediately expire and the Award will be Released on the date of Leaving; and

13.3.3 Options will be exercisable for a period of 12 months from the date of Leaving and will then lapse.

13.4 Good leavers

If a Participant Leaves at any time for a Good Leaver Reason:

13.4.1 If the Award is Unvested, it will:

- (i) continue until the normal date of Vesting, unless the Board decides to accelerate Vesting;
- (ii) only Vest to the extent that the Board decides any Performance Conditions have been satisfied as measured over the Performance Period, or such other period as the Board decides is appropriate;
- (iii) only Vest to the extent that the Board decides any Other Conditions have been satisfied, unless the Board decides otherwise; and
- (iv) Vest pro-rata to reflect the period from the start of the Conditional Period until the date the Participant Leaves, as a proportion of the Conditional Period, unless the Board decides otherwise;

13.4.2 any applicable Holding Period will continue to apply and the Award will continue until the normal date of Release, unless the Board decides otherwise;

13.4.3 the Board may impose any additional conditions on the Vesting, exercise or Release of the Award that it considers appropriate; and

13.4.4 Options will be exercisable for a period of 12 months from the date of Release and will then lapse.

13.5 Leaving – after Conditional Period

If a Participant Leaves after the end of the Conditional Period but before Release for any reason except an Exceptional Leaver Reason or a Good Leaver Reason:

13.5.1 if the Award is Unvested, it will:

- (i) continue to Vest, unless the Board determines the Award should lapse;
- (ii) continue until the normal date of Vesting;
- (iii) only Vest to the extent the Board decides any Performance Conditions have been satisfied as measured over the Performance Period; and
- (iv) only Vest to the extent that the Board decides any Other Conditions have been satisfied;

13.5.2 any Holding Period will continue to apply and the Award will continue until the normal date of Release³, unless the Board decides otherwise; and

13.5.3 Options will be exercisable for a period of 12 months from the date of Release and will then lapse.

13.6 Leaving – after Release

If a Participant Leaves after Release for any reason except an Exceptional Leaver Reason or a Good Leaver Reason, the Award will:

³ Under the Old Plan, awards made to certain executives prior to 25 August 2020 were normally released early from the holding period following leaving. Please refer to the Old Plan for full details, including details of the provisions that apply to awards with holding periods granted under the Old Plan after 25 August 2020.

13.6.1 continue in accordance with the Plan; and

13.6.2 in the case of an Option, be exercisable for a period of 12 months from the date the Participant Leaves and will then lapse.

13.7 Leaving – Exercise Period

No period for exercise set out in this rule 13 (Leaving) will extend any Exercise Period that would otherwise apply to an Award if the Participant was not Leaving.

13.8 Summary dismissal

If, at any time, a Participant is summarily dismissed or Leaves in circumstances where the Participant's employer would have been entitled to summarily dismiss the Participant (in the opinion of the Board) then that Participant's Awards will immediately lapse.

14. Malus⁴

14.1 Application

All Awards granted to Executive Directors are subject to the Malus provisions of the Malus and Clawback Policy. Awards granted to other Participants will be subject to those provisions if the Board decides under rule 2.4 (Terms of Awards).

15. Clawback⁵

15.1 Application

All Awards granted to Executive Directors are subject to the Clawback provisions of the Malus and Clawback Policy. Awards granted to other Participants will be subject to those provisions if the Board decides under rule 2.4 (Terms of Awards).

16. Post-termination restriction for Executive Directors

16.1 Meaning of “Employed as an Executive”

For the purposes of this rule 16 (Post-termination restriction for Executive Directors), “**Employed as an Executive**” means becoming employed or engaged, directly or indirectly, by a business as an executive director or a statutory director other than a non-executive director or an equivalent role, as the Board decides is appropriate, within 12 months from Leaving, or such other period as the Board decides and notifies to the Participant:

16.1.1 at the time the Award is granted; or

16.1.2 if the Participant has become an Executive Director since the Award Date, at the time of Leaving.

This does not apply to non-executive directors or voluntary roles.

⁴ The rules were amended on 18 August 2026 to incorporate reference to the Malus and Clawback Policy. The rules as so amended apply to Awards granted on and after that date. Awards granted before that date are subject, where relevant, to the Malus provisions previously included in this rule 14.

⁵ The rules were amended on 18 August 2026 to incorporate reference to the Malus and Clawback Policy. The rules as so amended apply to Awards granted on and after that date. Awards granted before that date are subject, where relevant, to the Clawback provisions previously included in this rule 15.

16.2 Application of rule

This rule 16 (Post-termination restriction for Executive Directors) will apply to an Award where the Participant:

16.2.1 is an Executive Director;

16.2.2 Leaves before the end of the Conditional Period and the reason for Leaving is a Good Leaver Reason by virtue of retirement by agreement with the Participant's employing company; and

16.2.3 becomes Employed as an Executive.

16.3 New employment commenced before settlement of the Award

If the Board decides, at any time, that the Participant became Employed as an Executive before settlement of the Award under rule 10 (Settlement of Awards), it will immediately lapse in full unless the Board decides otherwise.

16.4 New employment commenced after settlement of the Award

If the Board decides that the Participant became Employed as an Executive after settlement of the Award under rule 10 (Settlement of Awards), the Board may recover such amount relating to the Award as the Board decides is appropriate (not exceeding the gross value (as decided by the Board) of the Award, including any benefits received such as Dividend Equivalents or dividends as a consequence of the Award or the underlying Shares). This amount may be recovered by using any of the methods set out in the Malus and Clawback Policy to effect Clawback.

17. Takeovers and restructurings

17.1 Change of Control

Where a person (or a group of persons acting together) obtains Control of the Company as a result of making an offer to acquire Shares, Awards will Vest in accordance with rule 17.5 (Vesting) on the date the person obtains such Control.

17.2 Bound or entitled

Where a person becomes bound or entitled to acquire Shares under sections 979 to 982 or 983 to 985 of the Companies Act 2006 (inclusive), Awards will Vest in accordance with rule 17.5 (Vesting) on the date the person becomes so bound or entitled.

17.3 Schemes of arrangement

Where a court sanctions a compromise or arrangement in connection with the acquisition of Shares, Awards may, if the Board decides, Vest in accordance with rule 17.5 (Vesting) on the date of the court sanction or the effective date.

17.4 Winding up

If notice is given of a resolution for the voluntary winding up of the Company, Awards will Vest in accordance with rule 17.5 (Vesting) on the date the notice is given.

17.5 Vesting

If this rule 17.5 (Vesting) applies, an Award will only Vest:

- 17.5.1 to the extent that the Board decides any applicable Performance Conditions have been satisfied as measured over the Performance Period, or such other period as the Board decides is appropriate;
 - 17.5.2 to the extent that the Board decides any Other Conditions have been satisfied, unless the Board decides otherwise; and
 - 17.5.3 pro-rata to reflect the period from the start of the Conditional Period until the date of Vesting, as a proportion of the Conditional Period, unless the Board decides otherwise,
- and, to the extent the Participant's Award does not Vest, it will then lapse.

17.6 Exercise

Where an Option Vests pursuant to this rule 17 (Takeovers and restructurings) or was already Vested, it will be exercisable for a period of 1 month or such other period as the Board decides from the date of Release and will then lapse.

This will not extend any Exercise Period that would otherwise apply to an Award.

17.7 Holding Period

Any applicable Holding Period will continue to apply until the normal time of Release in accordance with the Plan and the terms of the Award, unless the Board decides otherwise.

18. Exchange of Awards

18.1 Meaning of "Acquirer"

For the purposes of this rule 18 (Exchange of Awards), "**Acquirer**" means a person that obtains Control of the Company.

18.2 Application of rule

Where any of rules 17.1 (Change of Control), 17.2 (Bound or entitled) or 17.3 (Schemes of arrangement) is expected to or does apply:

- 18.2.1 if the relevant event constitutes a corporate reorganisation of the Company where substantially all the shareholders of the Company immediately before the reorganisation will continue to have Control immediately afterwards, Awards will not Vest under rule 17 (Takeovers and restructurings) but will instead, along with Vested Awards, be exchanged for new awards, unless the Board decides otherwise; and
- 18.2.2 in any other case, the Board may, with the consent of the Acquirer, decide that Awards will not Vest under rule 17 (Takeovers and restructurings) but will instead, along with Vested Awards, be exchanged for new awards.

18.3 Timing of exchange

Any such exchange will take place on (or as soon as practicable after) the relevant event under rule 17 (Takeovers and restructurings).

18.4 Exchange terms

Any new award will be granted on such terms and over such shares (or other type of securities) as the Board decides and, where rule 18.2.2 applies, with the agreement of the Acquirer.

18.5 Interpretation following exchange

Unless the Board decides otherwise, any new award that is subject to the Plan will be interpreted as if references to Shares are references to the shares (or other securities) over which the new award is granted and references to the Company are to such company as the Board decides.

19. Variations in share capital

19.1 Adjustment of an Award

If there is:

- 19.1.1 a variation in the share capital of the Company, including a capitalisation or rights issue, open offer, sub-division, consolidation or reduction of share capital;
- 19.1.2 a demerger (in whatever form);
- 19.1.3 a Special Dividend or distribution; or
- 19.1.4 any other transaction which the Board decides will materially affect the value of Shares,

the Board may adjust the number or class of the Shares to which an Award relates in such manner as the Board considers appropriate.

19.2 Notification to Participant

The Board will notify affected Participants of any adjustment made under rule 19.1 (Adjustment of an Award) as soon as practicable.

20. Tax

20.1 Withholding

Any Member of the Group, any employing company, the trustee of any relevant employee benefit trust or any third-party provider nominated by the Board may make withholding arrangements as set out in this rule 20.1 (Withholding).

A withholding entity may make such withholding arrangements as it considers necessary or desirable, including making deductions from any cash payment owed to the Participant.

Withholding arrangements may include the sale on behalf of the Participant of some or all of the Shares to which the Participant is entitled under the Plan.

An entity may withhold to meet any liability for Tax, to collect any outstanding exercise price and to meet any applicable dealing and/or currency exchange costs and other associated costs.

20.2 Participant indemnity

A Participant will, if requested, indemnify the Group for the Participant's liability for Tax.

21. Terms of employment

21.1 Application

This rule 21 (Terms of employment) applies during an Employee's employment and after the termination of an Employee's employment, whether or not the termination is lawful.

21.2 Not part of employment contract

Nothing in the rules of the Plan or the operation of the Plan forms part of an Employee's contract of employment or alters it. The rights and obligations arising from the employment or former employment relationship between the Employee and the relevant Member of the Group are separate from, and are not affected by, the Plan. Participation in the Plan does not create any right to, or expectation of, employment (continued or otherwise).

21.3 No future expectation

No Employee has a right to participate in the Plan. Participation in the Plan or the grant of an Award on a particular basis does not create any right to or expectation of participation in the Plan or the grant of an Award on the same, or any other, basis (or at all) in the future.

21.4 Decisions and discretion

The terms of the Plan do not entitle the Employee to the exercise of any discretion in the Employee's favour. The Employee will have no claim or right of action in respect of any decision, omission or discretion which may operate to the disadvantage of the Employee even if it is unreasonable, irrational or might otherwise be regarded as being perverse or in breach of the duty of trust and confidence (and/or any other implied duty), for example between the Employee and the relevant Member of the Group.

21.5 No compensation

No Employee has any right to compensation or damages for any loss (actual or potential) in relation to the Plan, including any loss in relation to:

- 21.5.1 any loss or reduction of rights or expectations under the Plan in any circumstances (including lawful or unlawful termination of employment);
- 21.5.2 any exercise of a discretion or a decision taken in relation to an Award or to the Plan, or any failure or delay to exercise a discretion or take a decision; and
- 21.5.3 the operation, suspension, termination or amendment of the Plan.

21.6 Waiver

By participating in the Plan, an Employee waives all rights which might otherwise arise under the Plan, other than the right to acquire Shares or cash (as appropriate) subject to and in accordance with the express terms of the Plan, in consideration for and as a condition of the grant of an Award.

22. General

22.1 Data protection

Participation in the Plan will be subject to:

- 22.1.1 any data protection policies applicable to any relevant Member of the Group; and
- 22.1.2 any applicable privacy notices.

22.2 Consents and filings

All allotments, issues and transfers of Shares or cash payments will be subject to the Company's articles of association and any necessary consents or filings required in any relevant jurisdiction. The Participant will be responsible for complying with any requirements needed in order to obtain, or to avoid the necessity for, any such consents or filings.

22.3 Source of Shares

Awards may be settled using newly issued Shares, Shares transferred from treasury and Shares purchased in the market.

22.4 Listing

If, and for as long as the Shares are listed on the London Stock Exchange (or, if the Board decides, any other stock exchange on which the Shares are traded), the Board will apply for the listing of any Shares issued in connection with the Plan.

22.5 Notices

Any notice or other communication required under this Plan will be given in writing, which may include electronic means.

Any notice or other communication to be given to an Employee or Participant may be delivered by electronic means (including by email, through the Group's intranet or a share plan portal), personally delivered or sent by ordinary post to such address as the Board reasonably considers appropriate.

Any notice or other communication to be given to the Company or its agents may be delivered or sent to its registered office or such other place and by such means as the Board or the Company's agents may specify and notify to Employees and/or Participants, as relevant.

Notices or other communications:

- 22.5.1 sent electronically will be deemed to have been received immediately (if sent during usual business hours) or at the opening of business on the next Dealing Day (if sent outside usual business hours);
- 22.5.2 that are personally delivered will be deemed to have been received when left at the relevant address (if left during usual business hours) or at the opening of business on the next Dealing Day (if left outside usual business hours); and
- 22.5.3 sent by post will be deemed to have been received 24 hours after posting to a UK address or 3 days after posting to an address outside the UK,

unless there is evidence to the contrary.

All notices or communications to be given to Employees or Participants are given and sent at the risk of the addressee. No Member of the Group has any liability in respect of any notice or communication given or sent, nor need they be concerned to see that the addressee actually receives it.

22.6 Third party rights

Except as otherwise expressly stated to the contrary, nothing in the Plan confers any benefit, right or expectation on any persons other than an Employee, Participant or Member of the Group. No third party has any rights under the Contracts (Rights of Third Parties) Act 1999 (or any similar legislation in an overseas jurisdiction) to enforce any rule of this Plan.

22.7 Bankruptcy

A Participant's Award will lapse if the Participant becomes bankrupt or enters into a compromise (or any overseas equivalent) with the Participant's creditors generally, other than where the compromise (or overseas equivalent) is entered into by the Participant voluntarily and at the Participant's complete discretion.

22.8 Not pensionable

None of the benefits that may be received under the Plan are pensionable.

22.9 Not transferable

A Participant's Award will lapse if the Participant transfers, assigns, charges or otherwise disposes of the Award or any of the rights in respect of it, whether voluntarily or involuntarily (other than to that Participant's personal representatives on death).

22.10 Currency conversions

Any conversion of money into different currencies (whether notional or actual) will be done at a time and rate of exchange that the Board decides.

No Member of the Group will be liable for any loss due to movements in currency exchange rates or conversion or money transfer charges.

22.11 No liability for delay

No Member of the Group will be liable for any loss arising from any delay in giving effect to any notice or communication received from an Employee or Participant or in procuring a sale, allotment or transfer of any Shares.

23. Administration

23.1 Administration of the Plan

The Plan will be administered by the Board, which has authority to make such rules and regulations for the administration of the Plan as it considers necessary or desirable. The Board may delegate all or any of its rights and powers under the Plan.

23.2 Board decisions

All decisions of the Board in connection with the Plan and its interpretation and the terms of any Awards (including in any dispute) will be final and conclusive.

The Board will decide whether and how to exercise any discretion in the Plan.

23.3 Severance of rules

If any provision of the Plan is held to be invalid, illegal or unenforceable for any reason by any court with jurisdiction then, for the purposes of that jurisdiction only:

23.3.1 such provision will be deleted; and

23.3.2 the remaining provisions will continue in full force and effect,

unless the Board decides otherwise.

23.4 Language

Where there is any conflict between the terms of the English version of the Plan, the Awards and/or any ancillary documents and a version in any other language, the English language version will prevail.

23.5 Dealing Restrictions

Each person will have regard to Dealing Restrictions when operating, interpreting, administering, participating in and/or taking any other action in relation to the Plan.

24. Changing the Plan and termination

24.1 General power to alter rules

The Board may change the Plan in any way and at any time.

24.2 Shareholder approval

The Company will obtain prior approval of shareholders by ordinary resolution for any change to the Plan which is to the advantage of present or future Participants and which relates to any of the following:

- 24.2.1 the persons who may receive Shares or cash under the Plan;
- 24.2.2 the total number or amount of Shares or cash which may be delivered or paid under the Plan;
- 24.2.3 the maximum entitlement for any Participant;
- 24.2.4 the basis for determining a Participant's entitlement to, and the terms of, Shares or cash provided under the Plan and the rights of a Participant in the event of a variation made under rule 19.1.1; and
- 24.2.5 this rule 24.2 (Shareholder approval).

24.3 Shareholder approval – minor changes exception

The Board need not obtain shareholder approval for any minor changes to the Plan which are to:

- 24.3.1 benefit the administration of the Plan;
- 24.3.2 comply with or take account of a change in legislation; and/or
- 24.3.3 obtain or maintain favourable tax, exchange control or regulatory treatment of any Member of the Group or any present or future Participant.

24.4 Participant consent

If a proposed change would be to the material disadvantage of one or more Participants in respect of existing rights under the Plan, then the Board must obtain the written consent of the affected Participant(s).

24.5 Participant consent – minor changes exception

The Board need not obtain Participant consent for any minor changes which are to:

- 24.5.1 benefit the administration of the Plan;
- 24.5.2 comply with or take account of a change in legislation; and/or
- 24.5.3 obtain or maintain favourable tax, exchange control or regulatory treatment of any Member of the Group or any present or future Participant.

24.6 Participant consent – majority consent exception

The Board need not obtain the consent of a Participant if:

- 24.6.1 the Board invites each disadvantaged Participant to indicate whether or not they approve the change; and

24.6.2 the majority of the Participants (by number) who were invited and who make an indication approve the change.

24.7 Notice of change

The Board will give written notice of changes to Participants whose Awards are materially affected.

24.8 International variations

The Board may establish plans or schedules based on the Plan, but modified to take account of any local tax, exchange control or securities laws in other jurisdictions, provided that any Awards made under such plans or schedules are subject to the limits set out in rules 3 (Participant limits) and 4 (Share dilution ~~limits~~limit).

24.9 Termination of the Plan

The Plan will terminate on 10 November 2031 (or on such earlier date as the Board decides). Termination will not affect subsisting rights under the Plan.

25. Governing law and jurisdiction

The laws of England and Wales govern the Plan and all Awards. The courts of England and Wales have exclusive jurisdiction in respect of any disputes arising in connection with the Plan or any Award.

Schedule 1

Awards granted to French Participants

1. Introduction

The purpose of this Schedule is to set out the terms and conditions applicable to French Qualified Awards granted to Eligible French Employees.

This Schedule makes certain variations to the terms of the Plan in order to satisfy French securities laws, exchange control, corporate law and tax requirements, so that French Qualified Awards may qualify for the French Tax Benefits.

The rules of the Plan will apply, subject to the modifications contained in this Schedule, whenever the Board decides to grant French Qualified Awards to Eligible French Employees.

Nothing in this Schedule prevents other forms of Award being granted to Eligible French Employees on a non-tax advantaged basis under the rules of the Plan, unamended by this Schedule. This Schedule only applies to, and amends the Plan for, French Qualified Awards.

2. Meaning of words used

2.1 General

In this Schedule:

“Closed Period” means:

- (i) the 30 calendar days prior to the announcement of the half-year or annual financial reports of the Company; or
- (ii) where there is material information (as defined under article 7 of Regulation (EU) No 596/2014 of the European Parliament and of the Council of 16 April 2014 on market abuse (Market Abuse Regulation)) that has not been made public and which could, if disclosed to the public, significantly impact on the value of Shares and where the French Participant is either:
 - (a) a member of the corporate management of the Company (Membres du Conseil d’administration ou de surveillance, Directeur Général, Directeurs Généraux Délégués, Membres du Directoire); or
 - (b) an employee,

who has knowledge of this information, anytime until the information is disclosed to the public. If French law or regulations are amended to modify the definition and/or applicability of the Closed Period requirement to French Qualified Awards, the amendment will become applicable to any French Qualified Awards granted under this Schedule, to the extent permitted or required by French law;

“Disability” has the meaning given in the second or third category of Article L.341-4 of the French Social Security Code, as amended, and is subject to the fulfilment of the related conditions contained in that Article;

“Eligible French Employee” means an Employee who is:

- (i) eligible to participate in the Plan;
- (ii) an employee or officer of a French Group Member at the Award Date; and

(iii) taxable in France for French tax purposes and/or subject to the French social security regime;

“French Commercial Code” means the French Code de commerce;

“French Group Member” means a Member of the Group with its registered office in France, being a company in which the Company holds, directly or indirectly, at least 10 percent of the share capital or voting rights and which employs Eligible French Employees;

“French Participant” means an Eligible French Employee who holds or has held a French Qualified Award or, after death, that person’s heirs;

“French Qualified Award” means a Conditional Award that is:

- (i) granted in accordance with Articles L.225-197-1 to L.225-197-5 and L.22-10-59 to L.22-10-60 of the French Commercial Code;
- (ii) intended to qualify for the French Tax Benefits;
- (iii) granted for no consideration; and
- (iv) granted in accordance with the requirements of this Schedule at the Award Date;

“French Social Security Code” means the French Code de la sécurité sociale;

“French Tax Benefits” means the special tax and social security treatment in France set out by Article 80 quaterdecies of the French Tax Code and Article L.242-1 of the French Social Security Code which applies to free shares granted in accordance with Articles L.225-197-1 to L.225-197-5 and L.22-10-59 to L.22-10-60 of the French Commercial Code, each as amended;

“French Tax Code” means the French Code général des impôts;

“Mandatory Holding Period” means, a period (if any) following Vesting of a French Qualified Award that does not expire until two years after the Award Date, or such other period as is required to comply with the minimum mandatory retention period applicable to French Qualified Awards granted in accordance with Sections L.225-197-1 to L.225-197-5 and L.22-10-59 to L.22-10-60 of the French Commercial Code, or the relevant articles of the French Tax Code or the French Social Security Code, in order to qualify for the French Tax Benefits; and

“Mandatory Vesting Period” means the minimum mandatory period applicable to French Qualified Awards under Section L. 225-197-1 of the French Commercial Code, or the relevant sections of the French Tax Code or the French Social Security Code, in order to qualify for the French Tax Benefits.

2.2 Interpretation

Unless provided otherwise or unless the context requires otherwise, capitalised terms used but not defined in this Schedule will have the meaning assigned to them in the Plan.

The terms of French Qualified Awards under this Schedule will be the same as those for Conditional Awards under the Plan, except to the extent that this Schedule provides otherwise. References to Conditional Awards in the Plan will apply to, and include, French Qualified Awards, but modified by the special terms of this Schedule. Where this Schedule amends the Plan for French Qualified Awards, the Plan will be interpreted accordingly.

3. Eligibility

French Qualified Awards may only be granted to Eligible French Employees.

4. Vesting

4.1 Expected Vesting Date

The Expected Vesting Date for a French Qualified Award will be at least:

4.1.1 one year after the Award Date, where a Holding Period applies; or

4.1.2 two years after the Award Date, where no Holding Period applies,

or in each case such date as is required to comply with the Mandatory Vesting Period.

4.2 Delayed Vesting

Subject only to paragraphs 12 (Death or Disability) and 13 (Corporate events and adjustments) of this Schedule, French Qualified Awards cannot Vest before the first anniversary of the Award Date, or such other date as is required to comply with the Mandatory Vesting Period, and any purported Vesting under the Plan will be delayed accordingly. This paragraph 4.2 (Delayed Vesting) applies even if the French Participant Leaves.

5. Holding Period

5.1 Length of Holding Period

Subject only to paragraphs 12 (Death or Disability) and 13 (Corporate events and adjustments) of this Schedule, the:

5.1.1 expiry of a Holding Period (if any) applicable to a French Qualified Award; and

5.1.2 sale or transfer of Shares delivered pursuant to a French Qualified Award,

may not occur prior to the expiration of the Mandatory Holding Period. This paragraph 5.1 (Length of Holding Period) applies even if the French Participant Leaves.

5.2 Automatic Holding Period

Subject to paragraphs 12 (Death or Disability) and 13 (Corporate events and adjustments) of this Schedule, where:

5.2.1 a French Qualified Award is granted with an Expected Vesting Date of less than 2 years after the Award Date; and/or

5.2.2 a French Qualified Award Vests less than 2 years after the Award Date,

a Holding Period will apply until the expiration of the Mandatory Holding Period, even if the Holding Period was not specified in the applicable Award documents.

6. Dividend Equivalents

Notwithstanding any other provision in the rules of the Plan, a French Qualified Award will not carry the right to Dividend Equivalents. Any dividend and voting rights will only apply from the delivery of the Shares.

7. Closed Periods - sale of Shares

The Shares delivered to a French Participant pursuant to a French Qualified Award may not be sold or transferred by or on behalf of a French Participant during a Closed Period, so long as the French requirements regarding Closed Periods are applicable to the Shares underlying the French Qualified Award.

Nothing in this paragraph 7 (Closed Periods – sale of Shares) allows a French Participant to deal at a time prohibited by Dealing Restrictions.

8. Additional Plan limits

8.1 10 percent limit

At the Award Date of any French Qualified Award, the total number of Shares granted:

8.1.1 subject to French Qualified Awards; and

8.1.2 subject to awards granted under any other employee share plan of the Company where such awards are intended to qualify for the French Tax Benefits,

must not exceed 10 percent of the issued share capital of the Company.

8.2 30 percent limit

The percentage referred to at paragraph 8.1 (10 percent limit) above may be increased to 30 percent if French Qualified Awards are granted to all Eligible French Employees. Where this percentage is increased above 10 percent and up to 30 percent, French Qualified Awards may only be granted over such number of Shares as does not exceed a ratio of one to five between the smallest and largest awards of French Qualified Awards.

8.3 Exclusions

For the purposes of the limits in this paragraph 8 (Additional Plan limits):

8.3.1 to the extent a French Qualified Award has Vested and any Mandatory Holding Period no longer applies or has expired (or equivalent for awards granted under other plans), the Shares do not need to be counted; and

8.3.2 to the extent a French Qualified Award has lapsed (or equivalent for awards granted under other plans), the lapsed Shares do not need to be counted.

9. Additional Individual limit

9.1 10 percent limit

Qualified Awards cannot be granted to Eligible French Employees owning 10 percent or more of the Company's share capital on the Award Date.

9.2 Calculating the limit

When calculating this limit, the following will count as Shares owned by an Eligible French Employee:

9.2.1 any outstanding Awards held by the Eligible French Employee under the Plan (where such awards are, or are similar in substance to, a conditional right to acquire Shares, other than non-exercised options);

9.2.2 any outstanding awards held by the Eligible French Employee under any other employee share plan operated by any Member of the Group (where such awards are, or are similar in substance to, a conditional right to acquire Shares, other than non-exercised options); and

9.2.3 the Shares that would be subject to the French Qualified Award that is intended to be granted to the Eligible French Employee.

10. 90% test – specific limit for corporate officers

If French Qualified Awards are to be granted to one or more Eligible French Employees who is an executive officer of a French Group Member, including the chairman, CEO, managing director or vice-president (*président du conseil d'administration, directeur général, directeurs généraux délégués, membres du directoire ou gérant d'une société par actions*), the Board must ensure that the requirements of Article L.22-10-60 of the French Commercial Code (the “90% test”) are or will be satisfied.

11. Delivery of Shares only

A French Qualified Award may only be settled in Shares and not cash.

12. Death or Disability

12.1 Impact of death

Notwithstanding any other provision of the Plan, if a French Participant Leaves by reason of death:

12.1.1 if the French Participant's heirs make a request in writing to the Company which is received by the Company within 6 months of death:

- (i) the French Participant's French Qualified Awards will Vest in full, without any application of pro rating for any reason, unless it is to apply a Performance Condition; and
- (ii) any applicable Holding Period will expire and the French Participant's heirs will be free to transfer or dispose of the Shares, if applicable; and

12.1.2 if the French Participant's heirs do not make a request in writing to the Company that is received by the Company within 6 months of death, the French Participant's French Qualified Awards will not Vest, the Shares will not be transferred to the French Participant's heirs and the French Participant's French Qualified Awards will lapse.

12.2 Impact of Disability

Notwithstanding any other provision of the Plan, if a French Participant Leaves due to Disability:

12.2.1 any Unvested French Qualified Award will be treated in accordance with rule 13.2 (Leaving - during Conditional Period) of the Plan; and

12.2.2 any applicable Holding Period will expire and the French Participant will be free to transfer or dispose of the Shares.

13. Corporate events and adjustments

In the event rule 17 (Takeovers and restructurings), 18 (Exchange of Awards) or 19 (Variations in share capital) of the Plan applies, French Qualified Awards will be dealt with in accordance with the provisions of the Plan. This may cause the French Qualified Awards to cease to qualify for the French Tax Benefits. In this case, the provisions of rule 17 (Takeovers and restructurings), 18 (Exchange of Awards) or 19 (Variations in share capital) of the Plan nevertheless continue to apply, notwithstanding any potential detrimental Tax consequences for the French Participant.

14. General

14.1 Intention

It is intended that French Qualified Awards will qualify for the French Tax Benefits and therefore be granted in accordance with the relevant provisions in the French Tax Code and French Social Security Code, as well as the relevant administrative provisions. The Plan and the terms upon which a French Qualified Award has been granted will be interpreted and, where necessary, deemed to be modified in order to be consistent with this intention.

If for any reason a Conditional Award does not qualify as a French Qualified Award, but was originally intended to, the Board can take any actions, including changing the Expected Vesting Date and/or applying or amending a Holding Period, as it considers reasonably necessary to achieve this, and the Plan and the terms of the Conditional Award will be interpreted and, where necessary, deemed to be modified accordingly.

If the Board intends that a French Qualified Award will no longer qualify for the French Tax Benefits, the Board may, provided it is authorised to do so under the Plan, determine to lift, shorten or terminate any restrictions then applicable to the Vesting or delivery of the French Qualified Award or to the sale of the Shares underlying the French Qualified Award which may have been imposed under this Schedule or in the applicable Award documents.

14.2 No guarantee

No Member of the Group undertakes to maintain or guarantee that any Award granted as a French Qualified Award qualifies for the French Tax Benefits.

No Member of the Group will be liable for any adverse consequences, legal, tax or otherwise, if and to the extent that an Award does not qualify for the French Tax Benefits.

14.3 Tax

Notwithstanding any other provision of the Plan, French Participants will be ultimately liable and responsible for all Tax that they are legally required to pay in connection with French Qualified Awards.

To the extent a French Qualified Award qualifies for the French Tax Benefits, the French Participant is responsible for reporting the receipt of any income under the Plan to the French tax authorities.

To the extent an Award intended to be a French Qualified Award does not qualify for the French Tax Benefits, or is subject to Tax outside of France, the Tax and withholding provisions of the Plan will continue to apply to the Award, unamended by this Schedule.

14.4 Termination

The Board reserves the right to terminate this Schedule at any time. Termination will not affect existing rights granted in accordance with this Schedule.

14.5 Conflict

In the event of any conflict between a provision of this Schedule and a provision of the main rules of the Plan and/or any other documents related to the Plan, the provisions of this Schedule will prevail in respect of Awards intended to be French Qualified Awards.

Schedule 2

Awards granted to US Taxpayers

1. Introduction

1.1 Purpose

The purpose of this Schedule is to alter the provisions of the Plan solely for Awards granted to or held by US Taxpayers to reflect the terms necessary or advisable for such Awards to comply with or qualify for an exemption from the requirements of Section 409A. Unless stated otherwise below, the terms and conditions in the main body of the rules of the Plan apply to Awards granted to US Taxpayers.

1.2 Application of this Schedule

This Schedule will apply to all Employees and Participants who are US Taxpayers.

References in this Schedule to Awards granted to US Taxpayers will include Awards held by a Participant who becomes a US Taxpayer after the Award Date.

2. Meaning of words used

In this Schedule:

“Code” means the US Internal Revenue Code of 1986, as amended;

“Compliant Award” means a Conditional Award or Phantom Award that has been designated by the Board as falling within paragraph 6 (Compliant Awards);

“Employer” means, consistent with the definition of service recipient in Section 1.409A–1(g) of the Treasury Regulations:

- (i) the Member of the Group employing the US Taxpayer, and
- (ii) all other entities with which the entity named in (i) would be aggregated and treated as a single employer under Section 414(b) of the Code (governing a controlled group of corporations) and Section 414(c) of the Code (governing a group of trades or businesses under common control), as applicable. To identify the group of entities described in the preceding sentence, an ownership threshold of 50% will be used as a substitute for the 80% minimum ownership threshold that appears in, and otherwise must be used when applying, the applicable provisions of: (i) Section 1563 of the Code and the Treasury Regulations thereunder for determining a controlled group of corporations under Section 414(b) of the Code; and (ii) Section 1.414(c)–2 of the Treasury Regulations for determining the trades or businesses that are under common control under Section 414(c) of the Code;

“Section 409A” means Section 409A of the Code, and the Treasury Regulations promulgated and other official guidance issued under it, collectively, and **“Treasury Regulations”** will be understood accordingly;

“Short–Term Deferral Award” means a Conditional Award or Phantom Award that has been designated by the Board as falling within paragraph 7 (Short–Term Deferral Awards);

“Short–Term Deferral Period” means the period commencing on the date that an Award (or portion of it) first is no longer subject to a “substantial risk of forfeiture” for the purposes of Section 409A and ending upon the 15th day of the third month following the end of the Taxable Year in which the Award (or portion of it) first is no longer subject to a substantial risk of forfeiture for the purposes of Section 409A;

“Taxable Year” means the calendar year, or, if it ends later, the taxable year of the Member of the Group that employs the US Taxpayer; and

“US Taxpayer” means an Employee or Participant who is subject to US federal income taxation on the Award Date of an Award, or who is expected to become subject to US federal income taxation following the Award Date or does become subject to US federal income taxation following the Award Date but prior to the date upon which any part of the Award is Released.

3. No Options

Options cannot be granted to a US Taxpayer.

In the event that a Participant becomes a US Taxpayer after the Award Date of an Option, then that Option will immediately lapse.

4. Eligibility

An Award cannot be granted to a US Taxpayer who is on notice to terminate their employment within the Group.

5. Designating an Award

On or before the Award Date of a Conditional Award or a Phantom Award being granted to an Employee who is a US Taxpayer, the Board will designate that Award as either a Compliant Award or a Short-Term Deferral Award.

In the event that a Participant becomes a US Taxpayer after the Award Date of a Conditional Award or a Phantom Award:

5.1.1 the Board will designate that Award as either a Compliant Award or a Short-Term Deferral Award no later than 31 December of the year in which the Participant becomes a US taxpayer; and

5.1.2 that Award will immediately be modified in a manner consistent with this Schedule.

6. Compliant Awards

6.1 Settlement of Compliant Awards

Notwithstanding any other provisions of the Plan (except this paragraph 6 (Compliant Awards)), a Compliant Award (or portion of it) and any Dividend Equivalents in respect of a Compliant Award (or portion of it) granted to a US Taxpayer, must be settled as soon as practicable following the Expected Vesting Date or (if a Holding Period applies) the Expected Release Date, but in no event later than the later of:

6.1.1 31 December following the Expected Vesting Date or (as applicable) the Expected Release Date; and

6.1.2 the 15th day of the third month following the Expected Vesting Date or (as applicable) Expected Release Date.

In the event that a Compliant Award (or portion of it) and any Dividend Equivalents in respect of a Compliant Award (or a portion of it) granted to a US Taxpayer has not been settled by the end of the applicable date specified by the preceding paragraph because settlement would have violated applicable law, then to the extent permissible under Section 1.409A-2(b)(7)(ii) of the Treasury Regulations, the settlement may be delayed so long as the Compliant Award (or portion of it or any

Dividend Equivalents in respect of it) is then settled at the earliest date at which it is reasonably anticipated that such law no longer prevents such settlement.

6.2 Leaving

The provisions of rule 13 (Leaving) apply to Compliant Awards, except that:

- 6.2.1 if the US Taxpayer Leaves at any time due to death, the US Taxpayer's Compliant Award will be Released in accordance with rule 13.3 (Exceptional leavers), but must be Released and settled as soon as practicable following the US Taxpayer's death, and in no event later than 31 December of the calendar year following the calendar year that includes the date of the US Taxpayer's death; and
- 6.2.2 if the US Taxpayer Leaves at any time for any reason other than death, any Compliant Award that does not lapse under rule 13 (Leaving) must be settled in accordance with paragraph 6.1 (Settlement of Compliant Awards).

6.3 Corporate event rules

Upon the occurrence of an event described in rule 17.1 (Change of Control), 17.2 (Bound or entitled), 17.3 (Schemes of arrangement) or 17.4 (Winding up), where rule 18.2 (Application of rule) does not apply, any Compliant Award that does not lapse under rule 17 (Takeovers and restructurings) must be settled in accordance with paragraph 6.1 (Settlement of Compliant Awards) unless the Committee elects to settle the Compliant Award earlier pursuant to Section 1.409A-3(j)(4)(ix) of the Treasury Regulations, if available.

6.4 Accelerated settlement for Tax

If, in relation to a Compliant Award granted to a US Taxpayer, a liability for US FICA taxes arises before the year in which that Compliant Award will be settled, the settlement of a portion of the Compliant Award may be accelerated pursuant to Section 1.409A-3(j)(4)(vi) of the Treasury Regulations to satisfy the US FICA tax withholding on the Compliant Award (the "**FICA Tax Amount**"), as well as an additional portion of the Compliant Award to satisfy the applicable US federal, state, local and/or foreign income tax withholding on both the FICA Tax Amount and the additional portion of the Compliant Award accelerated to cover the US federal, state, local and/or foreign income tax withholding.

7. Short-Term Deferral Awards

7.1 Settlement of Short-Term Deferral Awards

Notwithstanding any other provisions of the Plan, a Short-Term Deferral Award (or portion of it) and any Dividend Equivalents in respect of a Short-Term Deferral Award (or a portion of it) granted to a US Taxpayer must be settled no later than the end of the Short-Term Deferral Period.

In the event that a Short-Term Deferral Award (or portion of it) and any Dividend Equivalents in respect of a Short-Term Deferral Award (or a portion of it) granted to a US Taxpayer has not been settled by the end of the Short-Term Deferral Period because settlement would have violated applicable law, then to the extent permissible under Section 1.409A-1(b)(4)(ii) of the proposed Treasury Regulations, the settlement may be delayed so long as the Short-Term Deferral Award (or portion of it or any Dividend Equivalent in respect of it) is then settled at the earliest date at which it is reasonably anticipated that such law no longer prevents such settlement.

7.2 Changes to Performance Conditions or other conditions

A Performance Condition or Other Condition applicable to an outstanding Short–Term Deferral Award granted to a US Taxpayer may not be changed pursuant to rules 2.5 (Performance Conditions) or 2.6 (Other Conditions), or any other provision of the Plan, if and to the extent that the changed Performance Condition or other condition would result in the earlier ending of the applicable Short–Term Deferral Period, except where the condition is waived.

8. Lock-up

8.1 Terms of lock-up

If a US Taxpayer's Award (or portion of it) is settled early because of the application of this Schedule, the Board may decide that the Shares or cash (as the case may be) acquired by the US Taxpayer may not be transferred, assigned or otherwise disposed of by or on behalf of the US Taxpayer before the date the Award would otherwise have been settled (as determined by the Board), other than:

- 8.1.1 to the US Taxpayer's personal representatives in the event of the US Taxpayer's death;
- 8.1.2 to a nominee on behalf of the US Taxpayer;
- 8.1.3 in accordance with rule 20.1 (Withholding) or paragraph 6.4 (Accelerated settlement for Tax), to fund any liability for Tax (as well as any applicable dealing and/or currency exchange costs and other associated costs);
- 8.1.4 where required by the application of the Malus and Clawback Policy⁶ and/or any other malus or clawback provisions applicable under any employee share plan or policy of the Group; or
- 8.1.5 with the agreement of the Board.

9. Exchange of Awards

Where there is to be an exchange of a US Taxpayer's Award pursuant to rule 18 (Exchange of Awards), the Board will attempt to structure the terms of the exchange and the new award such that neither the exchange nor the new award violates Section 409A.

10. Changes to the Plan or Awards

Notwithstanding rules 24.4 (Participant consent), 24.5 (Participant consent – minor changes exception) and 24.6 (Participant consent – majority consent exception), but subject to rules 24.2 (Shareholder approval) and 24.3 (Shareholder approval – minor changes exception), the Board need not obtain the written consent of Participants for any changes to Awards that were granted to US Taxpayers which are necessary or desirable in order for the Awards to avoid a violation of Section 409A.

The Plan and any Award granted to a US Taxpayer cannot be amended if the amendment would result in the Award granted to a US Taxpayer violating Section 409A.

⁶ The rules were amended on 18 August 2026 to incorporate reference to the Malus and Clawback Policy. The rules as so amended apply to Awards granted on and after that date. Awards granted before that date are subject, where relevant, to the Malus and Clawback provisions previously included in the rules.

11. Interpretation and administrative intent

Short-Term Deferral Awards granted to US Taxpayers, and any Dividend Equivalents in respect of such Short-Term Deferral Awards, are intended to be exempt from the requirements of Section 409A under the short-term deferral exception described in Section 1.409A-1(b)(4) of the Treasury Regulations, and the Plan (including this Schedule) will be interpreted and administered with respect to Short-Term Deferral Awards and any Dividend Equivalents in respect of such Short-Term Deferral Awards consistently with such intention.

Compliant Awards granted to US Taxpayers, and any Dividend Equivalents in respect of such Compliant Awards, are intended to comply with the requirements of Section 409A, and the Plan (including this Schedule) will be interpreted and administered with respect to Compliant Awards and any Dividend Equivalents in respect of such Compliant Awards consistently with such intention.

In the event of any conflict between a provision of the main rules of the Plan and a provision of this Schedule, with respect to an Award granted to a US Taxpayer, the provisions of this Schedule will take precedence.

12. No liability

Notwithstanding any other provision of the Plan (including this Schedule) or any Award, no Member of the Group guarantees or warrants to any person that an Award granted to a US Taxpayer complies with or is exempt from Section 409A. Each US Taxpayer is solely responsible and liable for the satisfaction of all taxes, penalties and/or interest that may be imposed on the US Taxpayer in connection with the Plan and/or this Schedule or any Award, including any taxes, penalty and/or interest under Section 409A. No Member of the Group will have any obligation to indemnify or otherwise hold a US Taxpayer harmless from any or all of such taxes, penalty or interest.

Schedule 3

Awards granted to US Residents

1. Introduction

1.1 US federal and state securities laws

The purpose of this Schedule is to alter the provisions of the Plan for Awards granted to all US Residents to reflect certain provisions of US federal and state securities laws.

This Schedule applies to all Employees and Participants who are US Residents. If a Participant becomes a US Resident after the Award Date, the Participant's Award will immediately be amended in a manner consistent with this Schedule.

1.2 California Securities Laws

The purpose of paragraph 4 (California Securities Laws) is to alter the provisions of the Plan for Awards granted to California Residents to reflect the terms necessary or advisable for Awards to qualify for exemption from California Securities Laws.

Paragraph 4 (California Securities Laws) applies to all Employees and Participants who are California Residents. If a Participant becomes a California Resident after the Award Date, the Participant's Award will immediately be amended in a manner consistent with paragraph 4 (California Securities Laws).

2. Meaning of words used

"Award" means a Conditional Award, but not an Option or Phantom Award;

"California Resident" means an Employee or Participant who resides or works in the State of California;

"California Securities Laws" means, collectively, Section 25102(o) of the California Corporate Securities Law of 1968, as amended, and the regulations issued thereunder by the California Commissioner of Corporations, including Section 260.140.42;

"Rule 701" means Rule 701 of the Securities Act;

"Securities Act" means the US Securities Act of 1933, as amended; and

"US Resident" means an Employee or Participant who is a resident of the US or is otherwise subject to US federal or state securities laws (including a California Resident).

3. US federal and state securities laws

3.1 Rule 701 limitations, terms and conditions

Any Award granted to a US Resident will be subject to the following limitations, terms and conditions:

3.1.1 the Award must be granted in accordance with Rule 701, except to the extent otherwise provided by paragraph 3.2 (Any other registration exemption permitted);

3.1.2 the Award must not be granted, and any Shares acquired pursuant to the Award must not be delivered, unless the grant or delivery (as applicable) is in compliance with US federal and any applicable state securities laws; and

3.1.3 the Award, and any Shares acquired pursuant to the Award, may only be resold in compliance with the registration requirements of the Securities Act and/or an applicable exemption from those requirements, and any applicable state securities laws.

3.2 Any other registration exemption permitted

An Award may be granted to any US Resident in accordance with any other registration exemption permitted under applicable US law or by qualification under such law, subject to any required conditions.

3.3 \$10 million limit

During any consecutive 12-month period, the amount of Shares delivered under the Plan to US Residents, together with the amount of securities delivered or sold in reliance on Rule 701 under any other compensatory benefit plan of the Company, will not exceed US\$10 million (or any successor amount to this limit under Rule 701).

3.4 No delivery

The Company will not be required to deliver or procure the delivery of any Shares under the Plan to any US Resident if the delivery would violate US federal or applicable state securities laws.

3.5 Board powers

The Board has the right in its sole discretion to:

3.5.1 modify the terms of the Plan and any Award at any time and as the Board deems necessary or appropriate; and/or

3.5.2 include wording in the terms of any Award or Shares delivered pursuant to an Award, to ensure or facilitate compliance with US federal or applicable state securities laws.

4. California Securities Laws

4.1 Separate plan

For the purposes of compliance with California Securities Laws only, this paragraph 4 (California Securities Laws) will be deemed to be a separate plan maintained solely for California Residents.

4.2 California limitations, terms and conditions

In addition to the provisions of paragraph 3 (US federal and state securities laws), any Award granted to a California Resident will be subject to the following limitations, terms and conditions:

4.2.1 the Award must be granted in accordance with Rule 701, except to the extent otherwise provided by paragraph 4.3 (Any other registration exemption permitted);

4.2.2 the total number of Shares that may be delivered under the Plan is 160,043,309, which may comprise newly issued Shares, existing Shares or Shares transferred from treasury;

4.2.3 the Award and the rights of a California Resident to acquire Shares under the Plan must be non-transferable except to the extent of a transfer by will, the laws of descent and distribution, to a revocable trust or as otherwise permitted by Rule 701;

4.2.4 for the purposes of rule 19 (Variations in share capital), the Board will proportionately adjust the number of Shares to be allocated to any California Resident in the event of a stock split, reverse stock split, stock dividend, recapitalization, combination, reclassification or other

distribution of the Company's equity securities without the receipt of consideration by the Company of or on the Shares underlying the Award;

- 4.2.5 unless the number of California Residents granted options or awards or issued shares under all option and compensatory share plans of the Company does not exceed 35, the Plan must be approved by the shareholders of the Company holding at least a majority of the outstanding securities entitled to vote by the later of: (i) within 12 months before or after the Plan is adopted; or (ii) prior to or within 12 months following the grant of an Award to a California Resident⁷;
- 4.2.6 Awards must be granted within 10 years from the earlier of: (i) the date the Plan was adopted by the Board; or (ii) the date the Plan was approved by the shareholders of the Company; and
- 4.2.7 Shares must be delivered, if at all, prior to the 10-year anniversary of the earlier of: (i) the date the Plan was adopted by the Board; or (ii) the date the Plan was approved by the shareholders of the Company⁸.

4.3 Any other registration exemption permitted

Awards may be granted under the Plan to any California Resident in accordance with any other registration exemption permitted under the California Corporate Securities Law of 1968, as amended, or by qualification under such law, subject to any required conditions.

5. Conflict

In the event of any conflict between a provision of the main rules of the Plan and a provision of this Schedule, with respect to an Award granted to a US Resident or California Resident, the relevant provisions of this Schedule will take precedence.

⁷ The Plan was approved by the shareholders of the Company on 10 November 2021, which was within 12 months of the Plan being adopted by the Board, and prior to any Awards being granted to Californian Residents under the Plan. Further to paragraph 4.2.7, the Board approved this Schedule and the Plan on 27 August 2024.

⁸ The Board approved the Plan again on 27 August 2024, meaning Shares must be delivered prior to 27 August 2034. As at 27 August 2024, the number of California Residents granted options or awards or issued shares under all option and compensatory share plans of the Company does not exceed 35, and therefore Board approval is sufficient for the purposes of Californian Securities Laws.