

BUNZL PLC

LONG TERM INCENTIVE PLAN (2024)

In the form as approved by shareholders
at the Annual General Meeting on [] [] 2024
[further to approval][and adopted] by the Board on [] [] 2024



PART A: SHARE OPTION AWARDS

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SECTION 1 OF PART A : NON-TAX ADVANTAGED OPTIONS

1. DEFINITIONS AND INTERPRETATION

(1) In this section of Part A, unless the context otherwise requires:

“the Board” means the board of directors of the Company or any committee appointed by such board of directors;

“Clawback” means an obligation to repay the amounts referred to in Rule 9(3);

“the Committee” means the remuneration committee of the Board or, if any of the events envisaged in Rule 6 occurs, then the remuneration committee as constituted immediately before such event occurred;

“the Company” means Bunzl plc (registered in England & Wales No. 358948);

“Control” means control within the meaning of section 995 of the Income Tax Act 2007;

“Dealing Day” means a day on which the London Stock Exchange is open for the transaction of business;

“Financial Year” means the financial year of the Company within the meaning of section 390 of the Companies Act 2006;

“the Grant Date” in relation to an option means the date on which the option was granted;

“Group Member” means:

(a) a Participating Company; and

(b) a body corporate which has been designated by the Board for this purpose and is:

(i) (within the meaning of section 1159 of the Companies Act 2006) the Company's holding company or a subsidiary of the Company's holding company;

(ii) a subsidiary undertaking (within the meaning of section 1162 of that Act) of a body corporate within paragraph (b)(i) above; or

(iii) a body corporate in relation to which a body corporate within paragraph (b)(i) or (b)(ii) above is able (whether directly or indirectly) to exercise 20% or more of its equity voting rights;

“Holding Period” means the period starting on the date on which an option becomes exercisable and ending on the earliest of the dates specified in Rule 10(6) during which a Participant agrees not to sell, transfer, assign or dispose of their Net Vested Shares on terms agreed with the Committee in accordance with Rule 10;

the **“London Stock Exchange”** means the London Stock Exchange plc;

“**Malus**” means the method by which Clawback may be achieved by way of a cancellation, reduction and/or withholding of a bonus and/or incentive as set out in Rule 9(4)(a);

“**Net Vested Shares**” means the shares (if any) acquired or received by a Participant on or following the exercise of an option during the Holding Period, less: (a) a number of shares that have an aggregate market value on the date of exercise equal to the Participant’s liability to tax and/or social security contributions due and arising on the exercise of the option; or (b) if the shares are sold to satisfy the Participant's liability to tax and/or social security contributions due on the exercise of an option, such number of shares so sold;

“**Part A**” means Part A to the Bunzl Long Term Incentive Plan (2024) but subject to any alterations or additions made under the rules of that part;

“**Part B**” means Part B to the Bunzl Long Term Incentive Plan (2024) but subject to any alterations or additions made under the rules of that part;

“**Participant**” means a person who holds an option granted under this section of Part A;

“**Participating Company**” means the Company or any Subsidiary or any company which is not under the control of any single person, but is under the control of two persons, one of them being the Company, and to which the Board has resolved that Part A shall for the time being extend;

“**Performance Condition**” means the term(s) and/or requirements, which shall be notified to the Participant on or as soon as reasonably practicable after the Grant Date, that the person granting the option shall apply to such option in addition to the terms set out in these rules the satisfaction of which shall determine the extent to which (if at all) an option is capable of exercise;

the “**Plan**” means the Bunzl Long Term Incentive Plan (2024) as herein set out in Part A and Part B but subject to any alterations or additions made under the rules of those parts;

“**Restriction**” means any contract, agreement, arrangement or condition which makes provision to which any of subsections (2) to (4) of section 423 of ITEPA (*Restricted securities*) would apply if the references in those subsections to the employment related securities were to shares and the 'restriction' in that provision;

“**Schedule 4**” means Schedule 4 to the Income Tax (Earnings and Pensions) Act 2003;

“**Schedule 4 plan**” means a share option plan which meets the requirements of Parts 2 to 6 of Schedule 4;

“**Subsidiary**” means a body corporate which is a subsidiary of the Company within the meaning of section 1159 of the Companies Act 2006 and is under the Control of the Company;

“**this section**” means section 1 of Part A;

the “**Trustee**” means the trustee or trustees for the time being of any trust established for the benefit of all or most of the employees of the Company and/or Subsidiaries;

“**UKLA**” means the United Kingdom Listing Authority;

and expressions not otherwise defined herein have the same meanings as they have in Schedule 4.

- (2) Expressions not defined herein have the same meanings as they have in Schedule 4 and interpretative provisions in Schedule 4 and any guidance issued by HMRC shall apply in interpreting this Plan (except where the Plan expressly provides otherwise).
- (3) Any reference in this section to any enactment includes a reference to that enactment as from time to time modified, extended or re-enacted.
- (4) Where the context permits the singular includes the plural and vice versa and the masculine shall include the feminine.
- (5) Headings and words in italics are for guidance only and do not form part of this section.
- (6) The Plan in the form as set out in this document subject to any alterations or additions in accordance with the terms of the Plan shall apply only to grants made on or after the date of the Company's 2024 Annual General Meeting. The most recent previous version of the rules of the Plan (the Bunzl Long Term Incentive Plan (2014)) as available from the Company Secretary should be referred to in relation to older grants. The terms of participation in the Plan by the executive directors of the Company must operate within the parameters of relevant shareholder approved Directors' Remuneration Policy from time to time.

2. ELIGIBILITY

- (1) A person is eligible to be granted an option under this section if and only if he is on the Grant Date an employee (whether or not he is also a director) of a Participating Company.

3. GRANT OF OPTIONS

- (1) Subject to Rule 3(2) and Rule 4 below, the Board or the Trustees (but in the case of the Trustees only following a recommendation of the Board or the Committee) may grant to any person who is eligible to be granted an option under this section an option to acquire shares in the Company upon the terms set out in this section and subject to the terms of the Performance Condition; and for this purpose an option to acquire includes an option to purchase and an option to subscribe for shares.
- (2) An option may only be granted under this section:
 - (a) within the period of six weeks beginning with:
 - (i) the date of the Company's 2024 Annual General Meeting; or
 - (ii) the Dealing Day next following the date on which the Company announces its results for any period; or
 - (iii) the removal of any restriction imposed under statute, order or regulation (including any regulation, order or requirement imposed by the London Stock Exchange, UKLA or any other regulatory authority) which had previously prevented the grant of an option under this paragraph (a); or

- (b) at any other time when the circumstances are considered by the Committee to be sufficiently exceptional to justify the grant thereof; and
 - (c) within the period of 10 years beginning with the date of the Company's 2024 Annual General Meeting.
 - (3) The price at which shares may be acquired by the exercise of an option granted under this section shall be determined by the Committee before the grant thereof, but shall not be less than the higher of:
 - (a) if the price of shares of the same class as those shares are listed in the London Stock Exchange Daily Official List, the middle-market quotation of shares of that class (as derived from that List) on the Grant Date or on any Dealing Day within 7 days preceding the Grant Date or by reference to an average of two or more of any such successive quotations as selected by the Committee, provided that no such Dealing Day shall fall before the day on which the Company last announced its results for any period;
 - (b) if paragraph (a) does not apply, the market value (within the meaning of Part VIII of the Taxation of Chargeable Gains Act 1992) of shares of that class on the Grant Date; and
 - (c) in the case of an option to acquire shares by subscription, the nominal value of those shares.
 - (4) An option granted under this section to any person:
 - (a) shall not, except as provided in Rule 5(4), be capable of being transferred, assigned or charged by him and any purported transfer, assignment or charge shall cause the option to lapse forthwith; and
 - (b) shall lapse forthwith if he is adjudged bankrupt.
 - (5) There shall be no monetary consideration for the grant of any option under this section, and accordingly any such option shall be granted by deed.
 - (6) A Participant shall be entitled to renounce, surrender, cancel, or agree to the cancellation of an option granted to him under this section within the period of 30 days immediately following the Grant Date and, if any option is so renounced, surrendered or cancelled, it shall be deemed never to have been granted.
 - (7) Notwithstanding any other provision of these Rules, the grant of any option under this section and the delivery of any shares to Participants shall be subject to the provisions of the Company's Code of Dealing and to obtaining any approval or consent required under the provisions of The Listing Rules published by the UKLA, the City Code on Takeovers and Mergers or any other regulation or enactment.
- 4. LIMITS**
- (1) No Participant shall be granted options which would, at the time they are granted, cause the aggregate market value of shares in the Company subject to any options granted to him in any

Financial Year under Part A of the Plan to exceed 250% of the salary of such person, and for the purposes of this Rule 4(1):

- (a) a person's salary shall be taken to be his base salary before tax (excluding benefits in kind and bonuses) expressed as an annual rate, payable by the Participating Companies to him at that time;
 - (b) the market value of shares subject to options granted under this section shall be the price at which the shares may be acquired; and
 - (c) where a payment of remuneration is made otherwise than in sterling, the payment shall be treated as being of the amount of sterling ascertained by applying such rate of exchange published in a national newspaper as the Committee shall reasonably determine.
- (2) No options shall be granted in any Financial Year which would, at the time they are granted, cause the number of shares allocated in the period of 10 years ending on the proposed date of Award under this Plan or under any other employee share scheme adopted by the Company to exceed such number as represents 10 per cent. of the ordinary share capital of the Company in issue at that time.
 - (3) No options shall be granted in any Financial Year which would, at the time they are granted, cause the number of shares allocated in the period of 10 years ending on proposed date of Award under this Plan or under any other executive share scheme adopted by the Company to exceed such number as represents 5 per cent. of the ordinary share capital of the Company in issue at that time.
 - (4) For purposes of the limits set out in Rules 4(2) and 4(3), where in connection with an employees' share scheme established by the Company, the Company grants an option to subscribe for shares to the Trustees or any other employee trust established by the Company (or issues shares to such trust other than pursuant to the exercise of such an option), this shall be treated as the grant of an option to subscribe for shares under that scheme.
 - (5) Any option granted under this section shall be limited and take effect so that the above limits are complied with.
 - (6) References in this Rule 4 to **"allocated"** shall mean, in relation to any option or other right to acquire shares, the placing of unissued shares or treasury shares under option or such other right, and for awards where there is no grant of an option or right to acquire shares, the allotment and issue of shares or the transfer of treasury shares to satisfy the award.
 - (7) Where any option over unissued shares is released or lapses without being exercised (or the Board makes arrangements for it to be satisfied by the transfer of existing shares) the shares concerned will be ignored when calculating the limits in Rules 4(2) and 4(3).
 - (8) Treasury shares shall cease to count as allocated shares if institutional investor guidelines cease to require such shares to be so counted.

5. EXERCISE OF OPTIONS

- (1) The exercise of any option granted under this section shall be effected in such form and manner as the Committee may from time to time prescribe.
 - (2) Subject to Rule 5(4) and Rules 6(1) and 6(3), an option granted under this section may not be exercised before the third anniversary of the Grant Date.
 - (3) Subject to the Committee using its discretion as provided for in Rule 5(4) or in Rules 6(1) and 6(3), an option may only be exercised to the extent that the Performance Condition has been satisfied. Lapsed options shall not be capable of vesting or exercise in any circumstances.
 - (4) If any Participant ceases to be a director or employee of a Group Member or dies, the following provisions apply in relation to any option granted to him under this section:
 - (a) if he ceases to hold such office or employment by reason of injury, disability, ill health, redundancy (as defined in the Employment Rights Act 1996), retirement with the agreement of the Committee, by reason of his office or employment being with a Participating Company of which the Company ceases to have Control, or by reason only that his office or employment is in a company which ceases to be a Group Member, or relates to a business or part of a business which is transferred to a person who is not a Group Member, such option shall lapse forthwith, unless the Committee determines otherwise, in which case:
 - (i) subject to the provisions of Rule 6, the option may be exercised by the Participant to such extent as determined by the Committee (including if they see fit having regard to the reason for cessation of employment and/or the extent to which the Performance Condition has been satisfied on such basis as it selects) within the period of twelve months commencing on the third anniversary of the Grant Date; unless
 - (ii) subject to the provisions of Rule 6, the Committee decides that, the option may be exercised by the Participant to such extent as determined by the Committee (including if they see fit having regard to the reason for cessation of employment and/or the extent to which the Performance Condition has been satisfied on such basis as it selects) within the period of twelve months commencing on the date of such cessation
- and, if not exercised during such relevant period, shall lapse on the expiry of that period.
- (b) if he dies either at a time when he is a director or employee of a Group Member or at a time when he is permitted to exercise an option under Rule 5(4)(a), such option shall lapse forthwith unless the Committee determines otherwise, in which case, subject to the provisions of Rule 6, the option may be exercised by the Participant's personal representatives to such extent as determined by the Committee (including if they see fit having regard to the reason for cessation of employment and/or the extent to which the Performance Condition has been satisfied on such basis as it selects) within the period of twelve months commencing on the date of death and, if not exercised during such relevant period, shall lapse on the expiry of that period.

- (c) if he ceases for any other reason, any option granted under this section and held by that Participant shall lapse forthwith unless the Committee decides otherwise (in which case the provisions as to the exercise of options set out in Rule 5(4)(a) shall apply).
- (5) A Participant shall not be treated for the purposes of Rule 5(4) as ceasing to be a director or employee of a Group Member until such time as he is no longer a director or employee of any Group Member. The Committee may decide that cessation of directorship and/or employment for the purposes of Part A of the Plan shall be taken to occur on the date the Participant gives or receives notice of termination of their employment with a Group Member (whether or not such termination is lawful). When determining the treatment of options in respect of leavers, at its discretion, the Committee may make its determinations and/or the good leaver status contingent on such additional conditions as it may specify in relation to the leaver as it determines appropriate.
- (6) Notwithstanding any other provision of this section, an option granted under this section may not be exercised after the expiration of the period of 10 years (or such shorter period as the Committee may have determined before the grant thereof) beginning with the Grant Date.
- (7) Within 30 days after an option under this section has been exercised by any person, the Board on behalf of the Company shall allot or procure the transfer to him (or a nominee for him) of the number of shares in respect of which the option has been exercised unless the Board considers that allotment or transfer thereof would not be lawful in a relevant jurisdiction.
- (8) An option may not be exercised unless, in a case where a Group Member is obliged to (or would suffer a disadvantage if it were not to) account for any income tax and/or for any social security contributions (in any jurisdiction) for which the person in question is liable by virtue of the exercise of the option, (together, “**the Tax Liability**”), that person has either:
- (a) made a payment to the Group Member of an amount equal to the Board's estimate of the Tax Liability; or
- (b) entered into arrangements acceptable to that or another Group Member to secure that such a payment is made (whether by authorising the sale of some or all of the shares in the Company acquired on the exercise of the option on his behalf and the payment to the Group Member of the relevant amount out of the proceeds of sale or otherwise).
- (9) All shares allotted under this section shall rank *pari passu* in all respects with the shares of the same class for the time being in issue save as regards any rights attaching to such shares by reference to a record date prior to the date of the allotment.
- (10) If shares of the same class as those allotted under this section are listed in the London Stock Exchange Official List, the Company shall apply to the London Stock Exchange for any shares so allotted to be admitted to that List.
- (11) If the Committee so requires, the Participant must, as a condition of exercise, enter into such joint election under Section 431 of the Income Tax (Earnings and Pensions) Act 2003 with the relevant Group Member as required by the Committee or such other form of tax election as required by the Committee to achieve a similar effect.

- (12) Where an option has been exercised by a Participant in respect of any number of shares, and those shares have not yet been allotted or transferred to him (or his nominee), the Committee may determine that, in substitution for his right to acquire such number of those shares as the Committee may decide (but in full and final satisfaction of that right), he shall be paid by way of additional employment income a sum equal to the cash equivalent (as defined in Rule 5(12)(a)) of that number of shares in accordance with the following provisions of this Rule 5(12):
- (a) For the purpose of this Rule 5(12), the cash equivalent of a share is the amount by which the market value of that share exceeds the option price. The market value of a share for this purpose is either:
 - (i) if on the day of exercise, shares are quoted in the London Stock Exchange Daily Official List, the middle-market quotation of a share, as derived from that List, on that day; or
 - (ii) if shares are not so quoted, such value of a share as the Committee reasonably determines.
 - (b) Subject to Rule 5(12)(c), as soon as reasonably practicable after the Committee has determined under this Rule 5(12) that a Participant shall be paid a sum in substitution for his right to acquire any number of shares:
 - (i) the Company shall pay to him or procure the payment to him of that sum in cash; and
 - (ii) if he has already paid the Company for those shares, the Company shall return to him the amount so paid by him.
 - (c) There shall be deducted from any payment under this Rule 5(12) such amounts (on account of tax or similar liabilities) as may be required by law or as the Board may reasonably consider to be necessary or desirable.

This Rule 5(12) shall not apply in relation to options made into any jurisdiction where the presence of this Rule would cause:

- (d) the grant of the option to be unlawful or for it to fall outside any applicable securities law exclusion or exemption; or
- (e) adverse tax or social security consequences for the Participant or any Group Member as determined by the Board.

6. TAKEOVER, RECONSTRUCTION AND WINDING-UP

- (1) Subject to Rule 6(4), if any person obtains Control of the Company as a result of making a general offer to acquire shares in the Company, or having obtained Control makes such an offer, the Board shall within 7 days of becoming aware thereof notify every Participant thereof and, subject to earlier lapse of the option under Rules 5(4) or 5(6):

- (a) an unvested option granted under this section may be exercised to such extent as determined by the Committee (including if they see fit having regard to the extent to which the Performance Condition has been satisfied on such basis as it selects), subject to Rule 5(8), within one month (or such longer period as the Committee may permit) of such notification, and to the extent that it is not exercised within that period shall lapse on the expiration thereof;
 - (b) vested but unexercised options (e.g. good leavers vested but unexercised options or other vested but unexercised options) as at immediately prior to the time of such notification as referred to above shall remain exercisable in such circumstances to the extent already vested (but to no greater) for the shorter of the expiry of their normal exercise period and the date on the expiry of one month from the date of the notification referred to above, and to the extent that it is not exercised within that period shall lapse on the expiration thereof.
- (2) For the purposes of Rule 6(1), a person shall be deemed to have obtained Control of the Company if he and others acting in concert with him have together obtained Control of it.
- (3) Subject to Rule 6(4), if any person becomes bound or entitled to acquire shares in the Company under sections 979 to 982 or 983 to 985 of the Companies Act 2006, or if the Court sanctions a compromise or scheme of arrangement under section 899 of the Companies Act 2006 applicable to or affecting (i) all the shares in the Company or all the shares of the same class as the shares to which the option relates, or (ii) all the shares in the Company, or all the shares of that same class, which are held by a class of shareholders identified otherwise than by reference to their employment or directorship or their participation in a Schedule 4 plan, or if the Company passes a resolution for voluntary winding up, or if an order is made for the compulsory winding up of the Company, the Board shall forthwith notify every Participant thereof and, subject to earlier lapse of the option under Rules 5(4) or 5(6):
 - (a) an unvested option granted under this section may be exercised to such extent as determined by the Committee (including if they see fit having regard to the extent to which the Performance Condition has been satisfied on such basis as it selects), subject to Rule 5(8), within one month (or, and only, in the event of a compromise or scheme of arrangement, such longer period as the Committee may permit) of such notification, and to the extent that it is not exercised within that period shall (notwithstanding any other provision of this section) lapse on the expiration thereof; and
 - (b) vested but unexercised options (e.g. good leavers vested but unexercised options or other vested but unexercised options) as at immediately prior to the time of such notification as referred to above shall remain exercisable in such circumstances to the extent already vested (but to no greater) for the shorter of the expiry of their normal exercise period and the date on the expiry of one month from the date of the notification referred to above, and to the extent that it is not exercised within that period shall lapse on the expiration thereof.
- (4) If:

- (a) the events referred to in this Rule 6 are part of an arrangement (a “**Reorganisation**”) which will mean that the Company will be under the Control of another company or the business of the Company is carried on by another company;
- (b) the persons who owned the shares in the Company immediately before the change of Control will immediately afterwards own more than 75% of the shares in that other company; and
- (c) notice of the offer of a replacement option is given then an option shall not become exercisable as a result of that Reorganisation but shall be released and shall be replaced by a new option over shares in the other company and, unless the Board determines otherwise, which satisfies the conditions set out in paragraphs 27(4)(b) to (d) of Schedule 4. Following such replacement of the option these rules shall continue to apply to the new option mutatis mutandis to take account of this replacement as the Committee shall reasonably determine.

7. **VARIATION OF CAPITAL**

- (1) In the event of any variation of the share capital of the Company (whenever effected), including a capitalisation issue, a rights issue, a sub-division or consolidation of shares and a reduction in capital, or a demerger, a payment of a capital dividend or other similar event which, in the opinion of the Committee would affect the market value of shares subject to outstanding options to a material extent, the Committee may make such adjustments as it considers appropriate under Rule 7(2).
- (2) An adjustment made under this sub-rule shall be to one or more of the following:
 - (a) the number of shares in respect of which any option granted under this section may be exercised;
 - (b) the description of the shares which may be acquired by the exercise of any such option;
 - (c) the price at which shares may be acquired by the exercise of any such option; or
 - (d) where any such option has been exercised but no shares have been allotted or transferred pursuant to such exercise, the number of shares which may be so allotted or transferred and the price at which they may be acquired.
- (3) An adjustment under Rule 7(2) may have the effect of reducing the price at which shares may be acquired by the exercise of an option to less than their nominal value, but only if and to the extent that the Board shall be authorised to capitalise from the reserves of the Company a sum equal to the amount by which the nominal value of the shares in respect of which the option is exercised and which are to be allotted pursuant to such exercise exceeds the price at which the same may be subscribed for and to apply such sum in paying up such amount on such shares; and so that on exercise of any option in respect of which such a reduction shall have been made the Board shall capitalise such sum (if any) and apply the same in paying up such amount as aforesaid.
- (4) As soon as reasonably practicable after an adjustment is made under Rule 7(2) above, the Board shall give notice in writing thereof to any Participant affected thereby.

8. **ALTERATIONS**

- (1) Subject to Rules 8(2), 8(4) and 8(5), the Committee may at any time alter or add to this section.
- (2) Subject to Rule 8(3), no alteration or addition to the advantage of the persons to whom options may be granted may be made under Rule 8(1) to any of the provisions concerning eligibility, the limits on individual participation and the number of shares which may be issued under this section, the terms of exercise, the rights attaching to the shares acquired, and the adjustment of options on a variation of capital without the prior approval by ordinary resolution of the Company in general meeting.
- (3) Rule 8(2) above shall not apply to any minor alteration to benefit the administration of this Plan, to take account of a change in legislation or to obtain or maintain favourable tax, exchange control or regulatory treatment for Participants or any Group Member.
- (4) No alteration or addition to the disadvantage of any Participant shall be made under Rule 8(1) above unless:
 - (a) the Committee shall have invited every relevant Participant to give an indication as to whether or not he approves the alteration or addition, and
 - (b) the alteration or addition is approved by a majority of those Participants who have given such an indication.
- (5) No alteration which solely relates to a Performance Condition subject to which an option has been granted shall be made under Rule 8(1) above unless:
 - (a) there shall have occurred an event which shall have caused the Committee reasonably to consider that it would be appropriate to amend the Performance Condition;
 - (b) the altered Performance Condition will, in the reasonable opinion of the Committee, be not materially less difficult to satisfy than the unaltered Performance Condition would have been but for the event in question; and
 - (c) the Committee shall act fairly and reasonably in making the alteration;
- (6) As soon as reasonably practicable after any alteration or addition is made under Rule 8(1) above, the Committee shall give notice in writing thereof to any Participant affected thereby.

9. **CLAWBACK & MALUS**

- (1) The Committee may decide at any time prior to the third anniversary of the date on which an option becomes exercisable (or if later, the sixth anniversary of the Grant Date) that the individual to whom the option was granted (the "relevant individual") shall be subject to Clawback if:
 - (a) the Committee forms the view that the Company materially misstated its financial results for whatever reason and that such misstatement resulted either directly or indirectly in that option becoming exercisable to a greater degree than would have been the case had that misstatement not been made;

- (b) the Committee forms the view that in assessing any condition set in connection with the option such assessment was based on an error, or on inaccurate or misleading information or assumptions and that such error, information or assumptions resulted either directly or indirectly in that option becoming exercisable to a greater degree than would have been the case had that error not been made;
 - (c) the Committee forms the view that there has been a significant failure of risk control;
 - (d) it is discovered that, in the Committee's view, the relevant individual committed serious misconduct prior to such option becoming exercisable (or being exercised as relevant) that could have warranted their dismissal;
 - (e) the Company or the relevant business unit for which the relevant individual works suffers a severe downturn in its financial or operational performance which, in the determination of the Committee, is at least partly due to a material failure in the management of the Company or relevant business unit to which the relevant individual made a direct contribution;
 - (f) the Company has suffered corporate failure which has resulted in the appointment of a liquidator or administrator or the Company entering into a compromise arrangement with its creditors; and/or
 - (g) the Company or the relevant business unit for which the relevant individual works suffers serious reputational damage which, in the determination of the Committee, is at least partly due to a material failure in the management of the Company or relevant business unit to which the relevant individual made a direct contribution.
- (2) Where Rule 9(1) applies, the Committee shall decide on the amount to be subject to Clawback which shall be all or part of the additional value which the Committee considers has been received by the relevant individual as referred to in that Rule (or, in respect of Rule 9(1)(c) to Rule 9(1)(g) inclusive on such basis as the Committee determines appropriate which may include having regard to all or part of the additional value which the Committee considers would not otherwise have been received by the relevant individual had the option lapsed). If the relevant individual is required to repay all or part of such additional value pursuant to Rule 9(3)(b) below then the Committee may consider whether that amount should take into account any income tax and national insurance contributions paid by the relevant individual and any possibility of him reclaiming such income tax and national insurance contributions.
- (3) Clawback shall be satisfied as set out in Rule 9(3)(a) and Rule 9(3)(b) below.

Clawback effected by way of Malus

- (a) The Committee may reduce (including, if appropriate, reducing to zero) any of the following elements of the remuneration of the relevant individual:
 - (i) the amount of any future bonus which would, but for the operation of the Malus, be payable to the relevant individual under any bonus plan operated by any Group Member; and/or

- (ii) the extent to which any subsisting options held by the relevant individual may become or remain exercisable notwithstanding the extent to which any condition imposed on any such option has been satisfied; and/or
- (iii) the extent to which any rights to acquire shares granted on or after the date of the Company's 2014 Annual General Meeting to the relevant individual under any share incentive plan (other than any UK tax advantaged share plan under ITEPA) operated by any Group Member vest or become exercisable notwithstanding the extent to which any conditions imposed on such rights to acquire shares have been satisfied; and/or
- (iv) the number of shares subject to any vested but unexercised right to acquire shares granted on or after the date of the Company's 2014 AGM to the relevant individual under any share incentive plan (other than any UK tax advantaged share plan under ITEPA) operated by any Group Member.

Clawback effected by way of cash payment or Malus deduction

- (b) The Committee may require the relevant individual to pay to such Group Member as the Committee may direct, and on such terms as the Committee may direct (including, but without limitation to, on terms that the relevant amount is to be deducted from the relevant individual's salary or from any other payment to be made to the relevant individual by any Group Member), such amount as is required for the Clawback to be satisfied in full.

Any reduction made pursuant to this Rule shall take effect at such time as the Committee decides.

- (4) The Committee may decide at any time to reduce the number of shares subject to an option under this Plan (including, if appropriate, reducing to zero) to give effect to a clawback and/or malus provision of any form contained in any incentive plan (other than the Plan) or any bonus plan operated by any Group Member. The value of the reduction shall be in accordance with the terms of the clawback and/or malus provision in the relevant plan or, in the absence of any such term, on such basis as the Committee, acting fairly and reasonably, decides is appropriate.

10. HOLDING PERIODS

- (1) This Rule 10 shall apply to executive directors (including those who cease to be executive directors after the grant of their relevant option) of the Company and to such other individuals as the Committee determines appropriate.
- (2) Subject to Rule 10(3), each participant to whom this Rule 10 applies agrees:
 - (a) to hold their Net Vested Shares during the Holding Period applying to those shares in accordance with such terms and conditions that the Committee may impose and determine from time to time, which may include their Net Vested Shares being held by a nominee appointed by the Company on their behalf;
 - (b) not to sell, transfer, assign or dispose of any interest in their Net Vested Shares until the expiry of the Holding Period applying to those shares;

- (c) that if they acquire any further shares by virtue of their holding of Net Vested Shares during the Holding Period those newly acquired shares shall also be held subject to the terms of this Rule 10 as they apply to the original Net Vested Shares until the expiry of the Holding Period unless the Committee, in its discretion, determines otherwise; and
- (d) to enter into any other document required by the Committee from time to time to give effect to the restrictions under this Rule 10.

For the avoidance of any doubt, Net Vested Shares shall not be subject to any risk of forfeiture during the Holding Period other than in satisfaction of any operation of Clawback and/or Malus.

- (3) Subject to the prior approval of the Committee, the Participant may transfer or assign some or all of their Net Vested Shares to their spouse or civil partner or to the Participant's personal pension plan or to a family trust or other legal entity (the "transferee") during the Holding Period provided that the transferee has agreed to comply with the terms of this Rule 10, any other terms and conditions imposed by the Committee and the decisions of the Committee and the transferee agrees not to sell, transfer, assign or dispose of those Net Vested Shares until the expiry of the Holding Period.
- (4) The Committee may, in its discretion, allow a Participant to sell, transfer, assign or dispose of some or all of their Net Vested Shares before the end of the Holding Period, subject to any additional terms and conditions that the Committee may specify.
- (5) The Holding Period shall expire on the earliest of:
 - (a) the second anniversary of the date on which the option becomes exercisable;
 - (b) the date of an event under Rule 6(1) or 6(3) (excluding an internal reorganisation under Rule 6(4));
 - (c) the death of the Participant; and
 - (d) such other date determined by the Committee, in its discretion.
- (6) Net Vested Shares shall cease to be subject to any restrictions under this Rule 10 once the Holding Period has expired. As soon as reasonably practicable following the expiry of the Holding Period the Board shall, if relevant, transfer or procure the transfer of the legal title for the Net Vested Shares and any documents of title relating to those Net Vested Shares to the Participant or his nominee as relevant.
- (7) Nothing in this Rule 10 shall remove and/or reduce any additional requirements that may apply to the Participant under the Company's share ownership guidelines from time to time.

11. MISCELLANEOUS

- (1) The rights and obligations of any Participant under the terms of his office or employment with any Group Member shall not be affected by his participation in this section or any right which he may have to participate therein, and an individual who participates therein shall and does waive any and all rights to compensation or damages in consequence of the termination of his office or employment for any reason whatsoever insofar as those rights arise or may arise from

his ceasing to have rights under or be entitled to exercise any option under this section as a result of such termination. Selection to participate in one year does not confer any right to participate in future years.

- (2) In the event of any dispute or disagreement as to the interpretation of this section, or as to any question or right arising from or related to this section, the decision of the Committee shall be final and binding upon all persons.
- (3) The Company and any Subsidiary may provide money to the trustees of any trust or any other person to enable them or him to acquire shares to be held for the purposes of this section, or enter into any guarantee or indemnity for these purposes, to the extent permitted by section the Companies Act 2006.
- (4) Any notice or other communication under or in connection with this section may be given by personal delivery or by sending the same by post, in the case of a company to its registered office, and in the case of an individual to his last known address, or, where he is a director or employee of a Group Member, either to his last known address or to the address of the place of business at which he performs the whole or substantially the whole of the duties of his office or employment or in an electronic communication to the allocated corporate email address of that director or employee.
- (5) No benefit received by a Participant under this section shall be pensionable.
- (6) This section and all options granted under it shall be governed and construed in accordance with English law and the Courts of England and Wales shall have exclusive jurisdiction to hear any dispute.

SECTION 2 OF PART A: SCHEDULE 4 TAX ADVANTAGED OPTIONS

1. INTERACTION WITH SECTION 1 OF PART A

The provisions of section 1 of Part A shall, save where otherwise specified, apply as if set out in full in this section in relation to options granted under this section of Part A¹, with all references to “section 1 of Part A”, “this section of Part A” and “this section” in that section to be taken as to be to this section of Part A. If there is any conflict between the provisions of sections 1 and 2 of Part A, the provisions of section 2 will take precedence insofar as options granted to or exercised by UK eligible employees are concerned.

2. DEFINITIONS

For options granted under this section, unless the context otherwise requires:

“**Participating Company**” means the Company, any Subsidiary or any jointly owned company as defined in paragraph 34 of Schedule 4, and to which the Board has resolved that Part A shall for the time being extend; and

“**Performance Condition**” means the objective term(s) and/or requirements, which shall be notified to the Participant on or as soon as reasonably practicable after the Grant Date, that the person granting the option shall apply to such option in addition to the terms set out in these rules the satisfaction of which shall determine the extent to which (if at all) an option is capable of exercise.

3. ELIGIBILITY

- (1) Subject to sub-rule (3) below, a person is eligible to be granted an option under this section if and only if he is on the Grant Date a full-time director of a Participating Company or a qualifying employee of a Participating Company.
- (2) For the purposes of sub-rule (1) above:
 - (a) an individual shall be treated as a **full-time director** of a Participating Company if he is obliged to devote to the performance of the duties of his office or employment with Participating Companies not less than 25 hours a week;
 - (b) a **qualifying employee**, in relation to a Participating Company, is an employee whether full-time or part-time of a Participating Company (other than one who is a director of a Participating Company).
- (3) A person is not eligible to be granted an option under this section if at the proposed Grant Date he is not eligible to participate in this section by virtue of paragraph 9 of Schedule 4 (*material interest in a close company*).

4. GRANT OF OPTIONS

¹ This Section has been assigned the HMRC reference X22727/GRP.

- (1) Subject to sub-rules (2), (3) and (4) below and Rule 5 below, the Board or the Trustees (but in the case of the Trustees only following a recommendation of the Board or the Committee) may grant to any person who is eligible to be granted an option under this section an option to acquire shares in the Company which satisfy the requirements of paragraphs 16 to 18 and paragraph 20 of Schedule 4 (*fully paid up, ordinary share capital*) (unless Rule 7(6) applies) on the Grant Date (and subject to Rule 8(3) of this section, at the date of exercise of the option), upon the terms set out in this section and, for the avoidance of doubt, the exercise of which shall be subject to the satisfaction of the Performance Condition; and for this purpose an option to acquire includes an option to purchase and an option to subscribe for shares.
- (2) The following terms of an option shall be stated at the time the option is granted:
 - (a) the option price (as determined by the Board or Committee in accordance with Rule 4(4));
 - (b) the number and description of the shares which may be acquired by the exercise of the option;
 - (c) any Restriction to which the shares which may be acquired by the exercise of the option may be subject;
 - (d) the times at which the option may be exercised (in whole or in part);
 - (e) any terms set out and/or specified under Rule 3(1) and the circumstances under which an option will lapse or be cancelled (in whole or in part); and
 - (f) any mechanism by which the Board or Committee may, acting fairly and reasonably, alter the aspects referred to in Rule 4(2)(b) (other than pursuant to Rule 7(2) of Schedule 1 of Part A) and Rules 4(2)(c), (d) and (e) above.
- (3) An option may not be granted under this section unless and until HMRC have approved this section under Schedule 4.
- (4) The price at which shares may be acquired by the exercise of an option granted under this section shall be determined by the Board or Committee before the grant thereof, but shall not be less than the higher of:
 - (a) if shares of the same class as those shares are listed in the London Stock Exchange Daily Official List, the middle-market quotation of shares of that class on the Grant Date, or the Dealing Day immediately preceding the Grant Date, as selected by the Committee, provided that no such Dealing Day shall fall before the day on which the Company last announced its results for any period;
 - (b) if paragraph (a) does not apply, the market value (within the meaning of Part VIII of the Taxation of Chargeable Gains Act 1992) of shares of that class, as agreed in advance with HMRC Shares and Assets Valuation, on the Grant Date; and
 - (c) in the case of an option to acquire shares by subscription, the nominal value of those shares.

- (5) For the purposes of determining the minimum option price under Rule 4(4), any Restrictions applying to the shares shall be ignored.
- (6) Each Participant shall be sent or notified of employee communication materials as soon as practicable after the grant of an option, which shall include the information set out in Rule 4(2) above.

5. LIMITS

- (1) No Participant shall be granted an option under this section which would, at the time it is granted, cause the aggregate market value of the shares which he may acquire in pursuance of options granted to him under this section or under any other Schedule 4 plan and established by the Company or by any associated company of the Company (and not exercised) to exceed or further exceed £60,000 or such other limit as may apply from time to time for the purposes of paragraph 6(1) to Schedule 4.
- (2) For the purposes of the limit in Rule 5(1) of this section, the market value of the shares in relation to which an option was granted shall be calculated:
 - (a) in the case of an option granted under this section, as on the day by reference to which the price at which shares may be acquired by the exercise thereof was determined in accordance with Rule 4(4) above;
 - (b) in the case of an option granted under any other approved scheme, as at the time when it was granted or, in a case where an agreement relating to the shares has been made under paragraph 22(2) of Schedule 4, such earlier time or times as may be provided in the agreement; and
 - (c) in the case of any other option, as on the day or days by reference to which the price at which shares may be acquired by the exercise thereof was determined.
- (3) For the purposes of calculating the market value under Rule 5(2), any Restriction applying to the shares under option shall be ignored.

6. EXERCISE OF OPTIONS

- (1) The exercise of any option granted under this section shall be effected in such form and manner as the Committee may from time to time prescribe.
- (2) A Participant shall not be eligible to exercise an option granted under this section at any time when he is not eligible to participate in this section by virtue of paragraph 9 of Schedule 4 (material interest in a close company).
- (3) For options granted under this section, paragraphs (a), (b) and (c) of Rule 5(4) of section 1 of Part A shall be replaced with the following paragraphs and Rules 5(2) and 5(3) of that section shall be deemed to be amended accordingly:
 - (a) if he ceases to hold such office or employment by reason of injury, disability, ill health, redundancy (as defined in the Employment Rights Act 1996), retirement, by reason of a relevant transfer within the meaning of the Transfer of Undertakings (Protection of

Employment) Regulations 2006, by reason of his office or employment being with a Participating Company of which the Company ceases to have Control, or by reason only that his office or employment is in a company which ceases to be a Group Member, or relates to a business or part of a business which is transferred to a person who is not a Group Member, or dies either at a time when he is a director or employee of a Group Member or at a time when he is entitled or permitted to exercise his option under Rule 5(4), the Performance Condition shall be deemed to be satisfied and such option may be exercised by the Participant (or in the case of his death, by his personal representatives), subject to the provisions of Rule 6, within the period of twelve months commencing on the date of such cessation or death or, if the Committee so determines acting fairly and reasonably in any case other than the death of a Participant, within such longer period as may be specified by the Committee expiring no later than six months from the third anniversary of the Grant Date and, if not exercised during such relevant period, shall lapse on the expiry of that period; or

- (b) if he ceases for any other reason, any option granted under this section and held by that Participant shall lapse forthwith unless the Committee acting fairly and reasonably decides otherwise (in which case the provisions as to the exercise of options set out in Rule 5(4)(a) of section 1 of Part A shall apply).

For the avoidance of doubt, where an option is exercised in accordance with Rule 6(3)(a) above following the Participant's death, the option exercise period shall only be shortened upon a winding up event (as described in Rule 6(3) of section 1 of Part A).

- (4) Rule 5(6) of section 1 of Part A shall be amended to read as follows:

"Except where an option is exercised following a Participant's death, an option granted under this section may not be exercised after the expiry of the period of 10 years (or such shorter period as the Committee may have determined before the grant thereof) beginning with the Grant Date."

- (5) Rule 5(11) of section 1 of Part A shall not apply to options granted under this section.

7. TAKEOVER, RECONSTRUCTION AND WINDING-UP

- (1) For options granted under this section, the following alterations shall be taken as made:

- (a) The words "may be exercised to such extent as determined by the Committee (including if they see fit having regard to the extent to which the Performance Condition has been satisfied on such basis as it selects)" in Rule 6(1) and in Rule 6(2) shall in case be taken as replaced with the words "may be exercised in full";
- (b) The Board cannot use its discretion as provided for in Rules 6(1) and 6(3) of section 1 of Part A to extend the exercise period of an unvested option to more than 12 months after the corporate event in question.

- (2) If any company ("the acquiring company"):

- (a) obtains Control of the Company as a result of making:

- (b) (i) a general offer to acquire the whole of the issued ordinary share capital of the Company which is made on a condition such that if it is satisfied the person making the offer will have control of the Company, or
- (ii) a general offer to acquire all the shares in the Company which are of the same class as the shares which may be acquired by the exercise of options granted under this section, or
- (b) obtains Control of the Company in pursuance of a compromise or arrangement sanctioned by the court under section 899 of the Companies Act 2006 or Article 418 of the Companies (Northern Ireland) Order 1986 applicable to or affecting:
 - (i) all the shares in the Company or all the shares of the same class as the shares to which the option relates; or
 - (ii) all the shares in the Company or all the shares of that same class, which are held by a class of shareholders identified otherwise than by reference to their employment or directorship or their participation in a plan approved under Schedule 4, or
- (c) becomes bound or entitled to acquire shares in the Company under sections 979 to 982 or 983 to 985 of that Act or Articles 421 to 423 of that Order,

any Participant may at any time within the appropriate period (which expression shall be construed in accordance with paragraph 26(3) of Schedule 4), by agreement with the acquiring company, release any option granted under this section which has not lapsed (“**the old option**”) in consideration of the grant to him of an option (“**the new option**”) which (for the purposes of that paragraph) is equivalent to the old option but relates to shares in a different company (whether the acquiring company itself or some other company falling within paragraph 16(b) or (c) of Schedule 4).

- (3) The new option shall not be regarded for the purposes of Rule 7(2) of this section as equivalent to the old option unless the conditions set out in paragraph 27(4) of Schedule 4 are satisfied, but so that the provisions of this section shall for this purpose be construed as if:
 - (a) the new option were an option granted under this section at the same time as the old option;
 - (b) except for the purposes of the definitions of “Group Member”, “Participating Company” and “Subsidiary”, the expression “the Company” were defined as “a company whose shares may be acquired by the exercise of options granted under this section”; and
 - (c) Rule 8(2) of section 1 of Part A were omitted.
- (4) Rule 6(4) of section 1 of Part A shall not apply to options granted under this section, and instead, if:
 - (a) the events referred to in Rules 6(1) and 6(3) of section 1 of Part A are part of an arrangement (a “**Reorganisation**”) which will mean that the Company will be under the Control of another company or the business of the Company is carried on by another company;

(b) the persons who owned the shares in the Company immediately before the change of Control will immediately afterwards own more than 75% of the shares in that other company; and

(c) notice of the offer of a replacement option pursuant to Rule 7(2) of this section is given

then an option shall not become exercisable as a result of that Reorganisation and subject to earlier lapse under Rules 5(4) and 5(6) of section 1 of Part A, shall lapse on the date after the expiry of the appropriate period (as referred to in Rule 7(2) of this section). Where Rule 7(2) of this section is applied in these circumstances, the provisions of Rule 7(3) of this section will also apply.

- (5) Where a "relevant event" as referred to in paragraph 25A(7E) of Schedule 4 occurs or a person becomes entitled or bound to acquire shares in the Company as mentioned in that paragraph, the Company may notify option holders that any option may be exercised in anticipation of such event in the period of 20 days ending with the date of that event and shall be treated as if it had been exercised in accordance with Rule 6(1) of section 1 of Part A.

If the anticipated event does not occur within a period of 20 days beginning with the date of exercise of any option under this Rule 7(5) then any such exercise shall be treated as having had no effect.

- (6) If, as a consequence of a "relevant event" as referred in paragraphs 25A(7B) and 25A(7C) of Schedule 4, the shares subject to an option granted under this section no longer meet the requirements of Part 4 of Schedule 4, any option may be exercised in accordance with Rule 6(a) of section 1 of part A no later than 20 days after the day on which the relevant person obtains Control of the Company, notwithstanding that the shares no longer meet such requirements, but to the extent that it is not exercised within that period it shall (regardless of any other provision of the Plan except Rule 6.1 (*Death*)) lapse at the end of that period.

This Rule 7(6) shall not authorise the exercise of any option granted under this section at a time outside the relevant period of exercise within of Rule 6(1) of section 1 of Part A.

8. VARIATION OF CAPITAL

- (1) An adjustment may only be made to an option granted under this section in the event of a variation of the share capital of the Company including a capitalisation issue, a rights issue, subdivision or consolidation of shares and a reduction in capital. Any such adjustment shall be made as far as necessary to take account of such variation.

- (2) Except where Rule 7(6) applies, if the shares subject to any option cease to satisfy the requirements of paragraphs 16 to 18 and paragraph 20 of Schedule 4 at any time after the Grant Date then:

(a) the Board shall as soon as practicable notify HMRC of this;

(b) the Company will not be required to allot, transfer or procure the allotment or transfer of shares which satisfy those requirements upon the exercise of any option;

(c) for the avoidance of doubt, all unexercised options shall continue to exist; and

- (d) such options will not qualify for the tax relief that would otherwise be available to a Schedule 4 plan.

9. **ALTERATIONS**

- (1) Rule 8(4) of section 1 of Part A shall be amended such that the provision shall begin "Except as described in Rule 8(5) below".

The following Rule 8(5) shall then be added to section 1 of Part A and the provisions of Section 1 of Part A be amended accordingly:

"Rule 8(4) shall not apply to any alteration which is required in accordance with paragraph 28I(2)(b) of Schedule 4 or which is otherwise required in order that the Plan complies with the requirements of Schedule 4."

- (2) The Company shall notify HMRC of an alteration made under Rule 8 of section 1 of Part A or any variation made under Rule 7 of section 1 of Part A which could cause this section to cease to be a Schedule 4 plan.
- (3) The words "be not materially less difficult to satisfy" in Rule 8(5)(b) shall be taken as replaced with the words "not more difficult".

10. **NO CLAWBACK & MALUS**

Rule 9 of section 1 of Part A of the Plan shall not apply to options granted under this section.

11. **NO CASH ALTERNATIVE**

Rule 5(12) of section 1 of Part A of the Plan shall not apply to options granted under this section.

12. **NO HOLDING PERIOD**

Rule 10 of Part A of the Plan shall not apply to options granted under this section.

SCHEDULE 1 OF PART A : US OPTIONS

1. INTERACTION WITH SECTION 1 OF PART A

The provisions of section 1 of Part A shall, save where otherwise specified, apply as if set out in full in this schedule in relation to options granted under this schedule of Part A, with all references to “section 1 of Part A”, “this section of Part A” or “this section” in section 1 of Part to be taken as to be to this schedule.

2. DESIGNATION OF OPTIONS

Options granted under this schedule may be designated as “incentive stock options” (“ISOs”) within the meaning of section 422 of the United States Internal Revenue Code of 1986, as amended (the “US Tax Code”). Any options not granted under this schedule as ISOs shall be granted as nonqualified stock options for purposes of the US Tax Code.

3. ELIGIBILITY

The class of person who may be granted ISOs under this schedule shall, in addition to the limitations otherwise imposed by Part A, be limited to those persons who are employees of the Company or its “parent” or “subsidiary” corporations within the meaning of section 424(e) and (f), respectively, of the US Tax Code.

4. GRANT OF OPTIONS

- (1) No option may be granted as an ISO under this schedule after [] [] 2034², being the tenth anniversary of the date of approval for the revised form of Part A by the Company.
- (2) The exercise price of any option granted under this schedule as an ISO shall not be less than the fair market value of the shares at the time such option is granted (determined in accordance with Section 422(c)(1) of the U.S. Tax Code and any regulations promulgated thereunder).
- (3) For the avoidance of doubt, shares in the Company may include American Depositary Shares.

5. LIMITS

- (1) The aggregate number of shares over which options may be granted under this schedule to all Participants during the term of Part A shall not exceed 30,000,000, subject to adjustment if any of the events envisaged in Rule 7 of section 1 of Part A occur.
- (2) To the extent that the aggregate fair market value of shares with respect to which ISOs are exercisable for the first time by a Participant during any calendar year (under all plans or schemes of the Company or its “parent” or “subsidiary” corporations within the meaning of sections 424(e) and (f), respectively, of the US Tax Code) exceeds US\$100,000, such options shall be treated, to the extent of the excess, as nonqualified stock options.

² This date must be the **earlier** of the 10th anniversary of the date the Plan is approved by shareholders or the date of adoption of the Plan by the Board.

- (3) No ISO may be granted to an individual if, at the time of the proposed grant, such individual owns (or is deemed to own pursuant to the US Tax Code) stock possessing more than ten per cent. of the total combined voting power of all classes of stock of the Company unless (a) the exercise price of such ISO is at least 110 per cent. of the fair market value of a share at the time such ISO is granted and (b) such ISO is not exercisable after the expiration of five years from the date such ISO is granted.

6. EXERCISE OF OPTIONS

- (1) If any option granted under this schedule is exercised in accordance with Rule 5 of section 1 of Part A more than three (3) months after the date that the Participant was last employed by the Company (or by its parent or a subsidiary as defined in this schedule), or in the case of “total disability” (as defined by section 422(c)(6) of the US Tax Code) more than twelve (12) months after the date that the Participant was last employed by the Company (or by its parent or a subsidiary as defined in this schedule), then such option shall be treated as a nonqualified stock option for purposes of the US Tax Code.
- (2) The Board may satisfy its obligations under this schedule by delivering American Depositary Shares representing shares in the Company.

7. MISCELLANEOUS

- (1) Shares shall not be issued pursuant to the exercise of any option granted under this schedule unless the exercise of the option and the issuance and delivery of such shares shall comply with all relevant provisions of law, involving, without limitation, the Securities Act of 1933, as amended (the “Securities Act”), the Securities Exchange Act of 1934, as amended, applicable State securities laws, and the requirements of any stock exchange upon which shares or American Depositary Shares may then be listed, and, at the discretion of the Board, shall be further subject to approval of counsel for the Company with respect to such compliance. None of the Company or any of its subsidiaries or affiliates shall have any obligation to register any shares under the Securities Act or any applicable State law. Any stock certificates evidencing any share issued pursuant to this schedule may bear a legend indicating that the transferability of the certificate and the shares are restricted and subject to terms and conditions contained in this section or otherwise.
- (2) Rules 3(4)(b) and 11(1) of section 1 of Part A shall not apply to this schedule to the extent prohibited by US federal or applicable State law.
- (3) In the event that a Group Member permits a Participant to satisfy a Tax Liability in respect of an option granted pursuant to this schedule through the sale or withholding of some or all of the shares subject to such option, such Tax Liability shall be based on the minimum amount of tax required to be withheld.

SCHEDULE 2 OF PART A: FRENCH TAX FAVOURED OPTIONS

Options granted under this Schedule are intended to qualify as French qualified options under Section L. 225-177 to L. 225-186-1 and Articles L. 22-10-56 to L. 22-10-58 of the French Commercial Code, as amended and in accordance with the relevant provisions set forth by the French tax and social security laws and the French tax and social security administrations and to be eligible to the specific tax and social security regime.

The Company does not undertake to maintain the qualified status of the option and that the Participant will not be entitled to any damages if the option no longer qualifies as French-qualified option.

1. INTERACTION WITH SECTION 1 OF PART A OF THE PLAN

The provisions of section 1 of Part A shall, save where otherwise specified, apply as if set out in full in this schedule in relation to options granted under this schedule of Part A with all references to “section 1 of Part A”, “this section of Part A” or “this section” in section 1 of Part A shall be taken to include this schedule.

2. DEFINITIONS

A “**Subsidiary**” as defined in section 1 of Part A must, in addition, be a company in which the Company holds at least, directly or indirectly, 10% of the share capital (article L225-180 of the French Commercial Code).

3. ELIGIBILITY

- (1) Options shall only be granted under this schedule by the Board on behalf of the Company or any authorised corporate committee having power to do so under English law.
- (2) Options under this schedule may only be granted to employees of a French Participating Company and shall not be granted to any individual who is a director except if they are the Chairman of the Board (*Président du Conseil d'Administration*), a Managing Director (*Directeur Général*), a Deputy Managing Director (*Directeur Général Délégué*), a Directory Member (*Membre du Directoire*) or the Manager (*Gérant*) of such a French Participating Company.
- (3) No option may be granted under this schedule to any employee or director who owns more than 10% of the ordinary share capital of the Company then in issue, except as permitted under Article L 225-185 of the French Commercial Code.

4. GRANT OF OPTIONS

- (1) In addition to Rule 3(3) of section 1 of Part A, the price at which shares may be acquired on the exercise of an option granted under this schedule shall not be less than the greater of (Articles L.225-177 and L.225-179 of the French Commercial Code):
 - (a) With respect to options granted over market repurchased shares/treasury shares: the higher of either 80% of the average opening price of the shares during the twenty (20) quotation days preceding the Grant Date or 80% of the average purchase price paid by the Company for such shares (if such shares are already held at grant).

- (b) With respect to options granted over newly issued shares: 80% of the average opening price of the shares during the twenty (20) quotation days preceding the Grant Date.
- (2) No option may be granted under this schedule to any employee less than twenty (20) quotation days after payment of a coupon giving right to a dividend or to an increase of capital (Article L.225-177 of the French Commercial Code).
- (3) No option may be granted under this schedule at any time in contravention of provisions of Article L. 22-10-56 of the French Commercial Code, being:
 - (a) within ten (10) quotation days preceding the date on which the annual and intermediate consolidated financial statements, or, by default, the annual and half-yearly accounts are made public and the day of publication; or
 - (b) within any period during which the corporate management of the Company possesses confidential information within the meaning of Article 7 of the Regulation (EU) No 596/2014 of the European Parliament and of the Council of 16 April 2014 on market abuse (Market Abuse Regulation), and until the date on which this information is made public.
- (4) Prior to the grant of options under this version of the schedule, the Company shall have authorised, through a decision voted during an extraordinary general meeting or an annual general meeting, the Committee to grant options under this schedule in connection with the operation of Plan (the approval of the Plan (which contains this schedule in its Part A) by ordinary resolution (in respect of special business) shall be sufficient evidence of authorisation of the Committee to grant options under this schedule). Such authorization to grant options under this schedule shall lapse after 76 months starting from the date of the relevant extraordinary general meeting or annual general meeting. Before further options can be granted under this schedule after the expiry of the aforementioned 76 month period, unless the Committee determines otherwise, the Company must expressly renew the aforementioned authorization to the Committee, through a decision voted in respect of this schedule during an extraordinary general meeting or annual general meeting, to allow the grant of such further options under this schedule.

5. EXERCISE OF OPTIONS

- (1) Notwithstanding any Rule of section 1 of Part A, payment of the option price may only be paid by cash, cheque, wire transfer or with use of sums owed by the Company to the Participant. Notwithstanding any Rule of the Plan, notably Rule 5(12) of section 1 of Part A , options that have been exercised shall only be settled in shares of the Company.
- (2) Rule 5(4) of section 1 of Part A of the Plan shall apply to options granted under this schedule but shall be qualified as follows:

if a Participant ceases to be a director or employee of a Group Member by reason of death while holding options that are not fully vested at the time of death, the unvested Options are fully transferable to the heirs of the French Participant, unless vesting of such options is subject to performance-vesting requirement or any objective vesting requirement that does not depend on the Participant. In such case, the applicable award agreement delivered to the Participant may provide that the underlying shares will not become transferable to the Participant's heirs unless

and until such objective conditions are satisfied. Notwithstanding any other provision of the Plan, in the event of death of a Participant, the Participant's heirs are entitled to exercise that both vested and unvested options at the date of death provided such request is made within six months following the date of the Participant's death. If the Participant's heirs do not exercise the options within six months following the Participant's death, the options shall lapse automatically and with no further indemnification.

- (3) Subject to Rules 5 and 6 of section 1 of Part A and this paragraph 5 and notwithstanding Rule 5(7) of section 1 of Part A, within the period of three years following the Grant Date, shares shall only be allotted or transferred on the exercise of an option to a Participant and not to a nominee of the Participant.
- (4) The words "save where this would prejudice a Participant's heirs legal rights to exercise the Participant's options pursuant to Rule 5(2) of the Schedule 2 of Part A" be inserted at the start of Rule 5(6) of section 1 of Part A.

6. VARIATION OF CAPITAL

Notwithstanding Rule 7 of section 1 of Part A, the price referred to in Rule 7(2)(b) of section 1 of Part A shall be adjusted only upon the occurrence of the events specified under Article L 225-181 of the French Commercial Code as amended, and in the case of a repurchase of shares by the Company at a price higher than the open market quotation price, according to the provisions of Section L. 228-99 of the French Commercial Code, as amended, as well as according to specific decrees. In the event of an adjustment other than as set forth herein, the options may not receive favourable tax and social security treatment under French law.

7. ALTERATIONS

Rule 8(4) of section 1 of Part A shall not apply to options granted under this schedule, and instead, no alteration or addition to a subsisting option that is to the disadvantage of a Participant shall be made under Rule 8(1) of section 1 of Part A unless that Participant has approved of such alteration or addition.

SCHEDULE 3 OF PART A: PHANTOM OPTIONS

1. INTERACTION WITH SECTION 1 OF PART A OF THE PLAN

The provisions of section 1 of Part A shall apply in relation to options granted under this schedule of Part A (“Phantom Options”) with all references to “section 1 of Part A”, “this section of Part A” or “this section” in section 1 of Part A shall be taken to include this schedule. Where there is any conflict between section 1 of Part A and this schedule, the terms of this schedule shall prevail.

2. CASH BASED

- (1) A Phantom Option shall comprise an option to receive a cash payment subject to and in accordance with the terms of this schedule.
- (2) For the avoidance of doubt a Phantom Option shall not confer any right on the Participant to receive shares or any interest in shares.
- (3) Each Phantom Option shall be granted over a number of notional Shares as determined by the Committee.

3. BASE PRICE

Before the grant of a Phantom Option, the Committee shall determine a “base price” for each notional share under the Phantom Option. The base price shall be subject to the same restrictions as an option price set out in Rule 3(3) of section 1 of Part A of the Plan.

4. EXERCISE OF PHANTOM OPTIONS

- (1) There shall be no amount payable on the exercise of a Phantom Option.
- (2) Within 30 days after a Phantom Option has been exercised by a Participant, the Board shall procure a cash payment to him (or a nominee for him) of the sum equal to the notional gain (as defined below) converted into the relevant foreign currency (having regard to such published exchange rate as the Committee deem appropriate).
- (3) The notional gain is the amount by which the aggregate market value (as defined below unless the Committee determine otherwise) of the number of notional shares in respect of which the Phantom Option is exercised exceeds the aggregate base price (as calculated in accordance with paragraph 3 above) of that number of notional shares.
- (4) For the purpose of this Schedule the market value of a share in connection with a Phantom Option which is exercised is either:
 - (a) if the price of shares of the same class are listed in the London Stock Exchange Daily Official List, the middle market quotation of a Share (as derived from that List) on the day on which the Phantom Option is exercised (or would otherwise be exercised subject to Paragraph 4(5) below); or

- (b) where shares are not so quoted, such value on the day on which the Phantom Option is exercised as the Committee, acting fairly and reasonably, shall decide.
- (5) Participants may in accordance with such procedure as authorised by the Company Secretary be permitted to make their request to exercise their Phantom Option conditional on the market value of a notional share reaching a specified minimum within a fixed period (subject to Rule 5(6) of section 1 of Part A).
- (6) Any payment of cash under this schedule will be subject to deduction of such amount (on account of tax and similar liabilities) as may be required by law or as the Committee may reasonably consider to be necessary or desirable (including if the Committee deem appropriate exchange costs).

SCHEDULE 4 OF PART A: CALIFORNIA OPTIONS

Pursuant to the shareholder authority obtained at the Annual General Meeting of the Company held on [] [] 2024, the Company has adopted this Schedule 4 to Part A of the Rules of the Bunzl plc Long Term Incentive Plan (2024) (the "Plan") for purposes of satisfying the requirements of Section 25102(o) of the California Corporate Securities Law of 1968, as amended and the regulations issued thereunder by the California Department of Financial Protection and Innovation (collectively, the "California Securities Law"). It is intended that the Plan as modified by this schedule constitutes a compensatory option plan for purposes of section 260.140.41 of the California Code of Regulations.

Any option granted under the Plan to an employee of a Participating Company who is a resident of the State of California (each, a "California Participant") on the Grant Date of an option shall be subject to the following additional limitations, terms, and conditions, which for purposes of compliance with the California Securities Law only shall be deemed to be a separate plan maintained solely for California Participants:

1. Except to the extent provided in section 9 of this Schedule, each option shall be granted in accordance with Rule 701 of the Securities Act of 1933, as amended.
2. The total number of shares in the Company which may be issued to California Participants under the Plan shall not exceed the number of shares determined under Rule 4 of section 1 of Part A and Rule 5 of schedule 1 to Part A of the Plan, subject to adjustment in accordance with Rule 7 of section 1 of Part A, Rule 5 of schedule 1 to Part A of the Plan and section 5 of this Schedule.
3. Subject to such shorter period as may be provided in the Plan Rules or the applicable option grant documents, no option may be exercisable for a period of more than 120 months from the date the option Grant Date.
4. Subject to such further restrictions as may be provided in the Plan Rules, options are not transferable except by will, by the laws of descent and distribution, to a revocable trust, or as permitted by Rule 701 of the Securities Act of 1933, as amended.
5. The Committee shall proportionately adjust (in the manner it deems appropriate) the number of shares in the Company purchasable under an option and the exercise price of any option 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.
6. Unless a California Participant's employment is terminated for cause (as defined by applicable law, Plan Rules or the option grant documents, or, if applicable, by such Participant's written contract of employment), the right to exercise an option in the event of termination of employment, to the extent the California Participant is entitled to exercise on the date employment terminates, shall continue until the earlier of the option expiration date (that being the latest option exercise date provided under the Plan Rules or the option grant documents) or (a) six (6) months from the date of termination if termination was caused by death or disability, or (b) thirty (30) days from the date of termination if termination was caused by other than death or disability; provided, however, that the Committee may permit a longer period to exercise an option to the extent permitted under the Plan Rules.

7. Subject to such further restrictions as may be set forth in the Plan Rules, options must be granted within ten (10) years from the date the Plan is adopted by the Board of Directors, or the date the Plan is approved by the shareholders of the Company, whichever is earlier.
8. The Plan must be approved by a majority of the outstanding securities of the Company entitled to vote by the later of (a) within twelve (12) months before or after the date the Plan is adopted by the Board, or (b) prior to or within twelve (12) months of the granting of any option or the issuance of any shares to a California resident under the Plan.
9. Notwithstanding the foregoing rules of this Schedule, options may be granted under the Plan to any California Participant in accordance with any other registration exemption permitted under the California Securities Law or by qualification under such law, subject to such conditions as required by California law.

SCHEDULE 5 OF PART A: BELGIAN OPTIONS

Any option granted under the Plan to an employee of a Participating Company who is a resident Belgium on the Grant Date of such option shall be subject to the following additional limitations, terms, and conditions:

1. The provisions of section 1 of Part A shall apply in relation to options granted under this schedule of Part A ("Belgian Options") and all references to "section 1 of Part A", "this section of Part A" or "this section" in section 1 of Part A shall be taken to include this schedule. Where there is any conflict between section 1 of Part A and this schedule, the terms of this schedule shall prevail.
2. Options granted under this Schedule are intended not to fall under the scope of application of the Law of 26 March 1999, as amended, as the options granted under this Schedule do not give the Participant the right to acquire shares or any interest in shares since the Committee may freely decide upon the exercise of the options whether the Participant will receive shares or a cash equivalent (pursuant to Rule 5(12)).
3. For the purposes of options granted under this Schedule, the following paragraph of Rule 5 (12) will not apply: *"This Rule 5 (12) shall not apply in relation to options made into any jurisdiction where the presence of this Rule would cause: (d) the grant of the option to be unlawful or for it to fall outside any applicable securities law exclusion or exemption; or (e) adverse tax or social security consequences for the Participant or any Group Member as determined by the Board."* All other paragraphs of Rule 5(12) will remain applicable in full to any options granted under this Schedule.

**PART B: PERFORMANCE SHARE AWARDS AND
RESTRICTED SHARE AWARDS**

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1. DEFINITIONS AND INTERPRETATION

(1) In Part B, unless the context otherwise requires:-

“**Award**” means an option to buy Shares (whether by purchase or subscription) for nil payment or upon such nominal payment as may be specified by the Committee on the Grant Date subject to the terms and conditions of Part B;

the “**Board**” means the board of directors of the Company or any committee appointed by such board of directors;

“**Clawback**” means an obligation to repay the amounts referred to in Rule 9(3);

the “**Committee**” means the remuneration committee of the Board or, if any of the events envisaged in Rule 6 occur, then the remuneration committee as constituted immediately before such event occurred;

the “**Company**” means Bunzl plc (registered in England & Wales No. 358948);

“**Control**” means control within the meaning of section 840 of the Income and Corporation Taxes Act 1988;

“**Dealing Day**” means a day on which the London Stock Exchange is open for the transaction of business;

the “**Grant Date**” in relation to an Award means the date on which the Award was granted;

“**Group Member**” means a Participating Company or a body corporate which is (within the meaning of section 736 of the Companies Act 1985) the Company's holding company or a subsidiary of the Company's holding company or any other body corporate nominated by the Board for this purpose which is not under the control of any single person, but is under the control of two or more persons, one of whom being the Company or the Company's holding company and in relation to which the Company, or as the case may be, the Company's holding company is able (whether directly or indirectly) to exercise 20% or more of its equity voting rights;

“**Holding Period**” means the period starting on the date on which an Award becomes exercisable and ending on the earliest of the dates specified in Rule 10(6) during which a Participant agrees not to sell, transfer, assign or dispose of their Net Vested Shares on terms agreed with the Committee in accordance with Rule 10;

“**Malus**” means the method by which Clawback may be achieved by way of a cancellation, reduction and/or withholding of a bonus and/or incentive as set out in Rule 9(4)(a);

“**Net Vested Shares**” means the Shares acquired or received by a Participant on or following the exercise of an Award during the Holding Period, less: (a) a number of Shares that have an aggregate market value on the date of exercise equal to the Participant's liability to tax and/or social security contributions due and arising on the exercise of the Award; or (b) if the Shares are sold to satisfy the Participant's liability to tax and/or social security contributions due on the exercise of an Award, such number of Shares so sold;

“**Part A**” means Part A to the Bunzl Long Term Incentive Plan (2024) but subject to any alteration or additions made under the rules of Part A;

“**Part B**” means Part B to the Bunzl Long Term Incentive Plan (2024) but subject to any alteration or additions made under Rule 8 below;

“**Participant**” means a person who holds an Award granted under Part B;

“**Participating Company**” means the Company or any Subsidiary or any company which is not under the control of any single person, but is under the control of two persons, one of them being the Company, and to which the Board has resolved that Part B shall for the time being extend;

“**Performance Condition**” means the term(s) and/or requirement(s) that the Committee shall apply to the Award in addition to the terms set out in these Rules, the satisfaction of which shall determine the extent to which (if at all) an Award is capable of exercise;

“**Performance Share Award**” means an Award designated as a Performance Share Award by the Committee at the time of its grant and granted subject to a Performance Condition;

the “**Plan**” means the Bunzl Long Term Incentive Plan (2024) as set out in Part A and Part B but subject to any alterations made under the rules of those parts;

“**Relevant Condition**” means the Award’s Performance Condition or Underpin Condition as the context requires;

“**Restricted Share Award**” means an Award designated as a Restricted Share Award by the Committee at the time of its grant and granted subject to an Underpin Condition;

“**Shares**” means ordinary shares in the capital of the Company;

“**Subsidiary**” means a body corporate which is a subsidiary of the Company within the meaning of section 736 of the Companies Act 1985 and is under the Control of the Company;

the “**Trustee**” means the trustee or trustees for the time being of any trust established for the benefit of all or most of the employees of the Company and/or its Subsidiaries;

“**UKLA**” means the United Kingdom Listing Authority; and

“**Underpin Condition**” means the term(s) and/or requirement(s) that the Committee shall set to the Award in addition to the terms set out in these Rules, the Committee’s regard to which shall inform its determination of the extent to which (if at all) an Award is capable of exercise;

- (2) Any reference in Part B to any enactment includes a reference to that enactment as from time to time modified, extended or re-enacted.
- (3) Where the context permits the singular includes the plural and vice versa and the masculine shall include the feminine.
- (4) Headings and words in italics are for guidance only and do not form part of Part B.

- (5) The Plan in the form as set out in this document subject to any alterations or additions in accordance with the terms of the Plan shall apply only to grants made on or after the date of the Company's 2024 Annual General Meeting. The most recent previous version of the rules of the Plan (the Bunzl Long Term Incentive Plan (2014)) as available from the Company Secretary should be referred to in relation to older grants. The terms of participation in the Plan by the executive directors of the Company must operate within the parameters of relevant shareholder approved Directors' Remuneration Policy from time to time.

2. ELIGIBILITY

- (1) A person is eligible to be granted an Award if and only if he is on the Grant Date an employee (whether or not he is also a director) of a Participating Company.

3. GRANT OF AWARDS

- (1) The Board or the Trustees (but in case of the Trustees only following a recommendation of the Board or the Committee) may grant an Award to any person who is eligible to be granted an Award under Rule 2. Performance Share Awards shall be granted upon the terms set out in Part B and subject to such Performance Condition as the Committee shall determine for the Award. Restricted Share Awards shall be granted upon the terms set out in Part B and subject to such Underpin Condition as the Committee shall determine for the Award.
- (2) An Award may only be granted under Part B:
- (a) within the period of six weeks beginning with:
 - (i) the date of the Company's 2024 Annual General Meeting; or
 - (ii) the Dealing Day next following the date on which the Company announces its results for any period; or
 - (iii) the removal of any restriction imposed under statute, order or regulation (including any regulation, order or requirement imposed by the London Stock Exchange, UKLA or any other regulatory authority) which had previously prevented the grant of an Award under this paragraph (a); or
 - (b) at any other time when the circumstances are considered by the Committee to be sufficiently exceptional to justify the grant thereof (including for example following shareholder approved amendments); and
 - (c) within the period of 10 years beginning with the date of the Company's 2024 Annual General Meeting.
- (3) An Award granted under Part B to any person:
- (a) shall not, except as provided in Rule 5(4), be capable of being transferred, assigned or charged by him and any purported transfer, assignment or charge shall cause the Award to lapse forthwith; and
 - (b) shall lapse forthwith if he is adjudged bankrupt.

- (4) There shall be no monetary consideration for the grant of any Award under Part B, and accordingly any such Award shall be granted by deed.
- (5) A Participant shall be entitled to renounce, surrender, cancel, or agree to the cancellation of an Award granted to him under Part B within the period of 30 days immediately following the Grant Date and, if any Award is so renounced, surrendered or cancelled, it shall be deemed never to have been granted.
- (6) Notwithstanding any other provision of these Rules, the grant of any Award under Part B and the delivery of any shares to Participants shall be subject to the provisions of the Company's Code of Dealing and to obtaining any approval or consent required under the provisions of The Listing Rules published by the UKLA, the City Code on Takeovers and Mergers or any other regulation or enactment.

4. **LIMITS**

- (1) No Participant shall be granted Awards which would, at the time they are granted, cause the aggregate market value of shares in the Company subject to any Awards granted to him in any Financial Year under Part B to exceed 175% of the salary of such person, and for the purposes of this Rule 4(1):
 - (a) a person's salary shall be taken to be his base salary before tax (excluding benefits in kind and bonuses) expressed as an annual rate, payable by the Participating Companies to him at that time;
 - (b) the market value of shares subject to Awards granted under Part B shall be calculated by reference to the average of the middle-market quotation of the shares of that class (as derived from the London Stock Exchange Daily Official List) for the Dealing Days falling in the 60 day period immediately preceding the Grant Date unless the Committee determines otherwise; and
 - (c) where a payment of remuneration is made otherwise than in sterling, the payment shall be treated as being of the amount of sterling ascertained by applying such rate of exchange published in a national newspaper as the Committee shall reasonably determine.
- (2) No Awards shall be granted in any Financial Year which would, at the time they are granted, cause the number of shares allocated in the period of 10 years ending on the proposed date of Award under this Plan or under any other employee share scheme adopted by the Company to exceed such number as represents 10 per cent. of the ordinary share capital of the Company in issue at that time.
- (3) No Awards shall be granted in any Financial Year which would, at the time they are granted, cause the number of shares allocated in the period of 10 years ending on the proposed date of Award under this Plan or under any other executive share scheme adopted by the Company to exceed such number as represents 5 per cent. of the ordinary share capital of the Company in issue at that time.
- (4) For purposes of the limits set out in Rules 4(2) and 4(3), where in connection with an employees' share scheme established by the Company, the Company grants an option to subscribe for shares

to the Trustees or any other employee trust established by the Company (or issues shares to such trust other than pursuant to the exercise of such an option), this shall be treated as the grant of an option to subscribe for shares under that scheme.

- (5) Any Award or option granted under Part B shall be limited and take effect so that the above limits are complied with.
- (6) References in this Rule 4 to **“allocated”** shall mean, in relation to any Award or other right to acquire shares, the placing of unissued shares or treasury shares under option or such other right, and for awards where there is no grant of an option or right to acquire shares, the allotment and issue of shares or the transfer of treasury shares to satisfy the award.
- (7) Treasury shares shall cease to count as allocated shares if institutional investor guidelines cease to require such shares to be so counted.

5. EXERCISE OF AWARD

- (1) The exercise of any Award granted under Part B shall be effected in such form and manner as the Committee may from time to time prescribe.
- (2) Subject to Rule 5(4) and Rules 6(1) and 6(3), an Award granted under Part B may not be exercised before the third anniversary of the Grant Date.
- (3) Subject to the Committee using its discretion as provided for in Rule 5(4)(a) and (c) or in Rules 6(1) and 6(3), an Award may only be exercised to the extent that the Relevant Condition has been satisfied. Lapsed Awards shall not be capable of vesting or exercise in any circumstances.
- (4) If any Participant ceases to be a director or employee of a Group Member or dies, the following provisions apply in relation to any Award granted to him under Part B:
 - (a) if he ceases to hold such office or employment by reason of injury, disability, ill health, redundancy (as defined in the Employment Rights Act 1996), retirement with the agreement of the Committee, by reason only that his office or employment is in a company which ceases to be a Group Member, or relates to a business or part of a business which is transferred to a person who is not a Group Member, such Award shall lapse forthwith, unless the Committee determines otherwise, in which case:
 - (i) subject to the provisions of Rule 6, the Award may be exercised by the Participant to such extent as determined by the Committee (this (a) must include regard to the extent to which the Relevant Condition is satisfied on such basis as it selects and (b) unless the Committee determines otherwise (which may include a lesser or no reduction) a time based reduction in the size of the Award by reference to time elapsed into the Award’s normal vesting period as at the time of the Participant’s departure) within the period of twelve months commencing on the third anniversary of the Grant Date; unless
 - (ii) subject to the provisions of Rule 6, the Committee decides that, the Award may be exercised by the Participant to such extent as determined by the Committee (this (a) must include regard to the extent to which the Relevant Condition is satisfied on such basis as it selects and (b) unless the Committee determines

otherwise (which may include a lesser or no reduction) a time based reduction in the size of the Award by reference to time elapsed into the Award's normal vesting period as at the time of the Participant's departure) within the period of twelve months commencing on the date of such cessation

and, if not exercised during such relevant period, shall lapse on the expiry of that period.

- (b) if he dies either at a time when he is a director or employee of a Group Member or at a time when he is permitted to exercise an Award under Rule 5(4)(a) such Award shall lapse forthwith unless the Committee determines otherwise, in which case, subject to the provisions of Rule 6, the Award may be exercised by the Participant's personal representatives to such extent as determined by the Committee (this (a) must include regard to the extent to which the Relevant Condition is satisfied on such basis as it selects and (b) unless the Committee determines otherwise (which may include a lesser or no reduction) a time based reduction in the size of the Award by reference to time elapsed into the Award's normal vesting period as at the time of the Participant's death or if earlier departure) within the period of twelve months commencing on the date of death and, if not exercised during such relevant period, shall lapse on the expiry of that period
 - (c) if he ceases for any other reason, any Award granted under Part B and held by that Participant shall lapse forthwith unless the Committee decides otherwise (in which case the provisions as to the exercise of the Award set out in Rule 5(4)(a) shall apply).
- (5) A Participant shall not be treated for the purposes of Rule 5(4) as ceasing to be a director or employee of a Group Member until such time as he is no longer a director or employee of any Group Member. The Committee may decide that cessation of directorship and/or employment for the purposes of Part B of the Plan shall be taken to occur on the date the Participant gives or receives notice of termination of their employment with a Group Member (whether or not such termination is lawful). When determining the treatment of Awards in respect of leavers, at its discretion, the Committee may make its determinations and/or the good leaver status contingent on such additional conditions as it may specify in relation to the leaver as it determines appropriate.
 - (6) Notwithstanding any other provision of Part B, an Award granted under Part B may not be exercised after the expiration of the period of six years (or such shorter period as the Committee may have determined before the grant thereof) beginning with the Grant Date.
 - (7) Within 30 days after an Award under Part B has been exercised by any person, the Board on behalf of the Company shall allot or procure the transfer to him (or a nominee for him) of the number of shares in respect of which the Award has been exercised unless the Board considers that allotment or transfer thereof would not be lawful in a relevant jurisdiction.
 - (8) An Award may not be exercised unless, in a case where a Group Member is obliged to (or would suffer a disadvantage if it were not to) account for any tax and/or for any social security contributions (in any jurisdiction) for which the person in question is liable by virtue of the exercise of the Award, (together, "**the Tax Liability**"), that person has either:
 - (a) made a payment to the Group Member of an amount equal to the Board's estimate of the Tax Liability; or

- (b) entered into arrangements acceptable to that or another Group Member to secure that such a payment is made (whether by authorising the sale of some or all of the shares on his behalf and the payment to the Group Member of the relevant amount out of the proceeds of sale or otherwise).
- (9) All shares allotted under Part B shall rank *pari passu* in all respects with the shares of the same class for the time being in issue save as regards any rights attaching to such shares by reference to a record date prior to the date of the allotment.
- (10) If shares of the same class as those allotted under Part B are listed in the London Stock Exchange Official List, the Company shall apply to the London Stock Exchange for any shares so allotted to be admitted to that List.
- (11) If the Committee so requires, the Participant must, as a condition of exercise, enter into such joint election under Section 431 of the Income Tax (Earnings and Pensions) Act 2003 with the relevant Group Member as required by the Committee or such other form of tax election as required by the Committee to achieve similar effect.
- (12) On or before the grant of an Award, or where an option has been exercised and vested shares have not yet been allotted or transferred to the Participant (or his nominee), the Committee may determine that, in substitution for his right to acquire such number of vested shares as the Committee may decide (but in full and final satisfaction of his right to acquire those shares), he shall be paid by way of additional employment income a sum equal to the cash equivalent (as defined in Rule 5(12)(a)) of that number of shares in accordance with the following provisions of this Rule 5(12):
 - (a) For the purpose of this Rule 5(12), the cash equivalent of a share is the market value of a share on the day when the Award is exercised reduced by the option price (if applicable) in respect of that share. Market value on any day shall be determined as follows:
 - (i) if on the day of exercise, shares are quoted in the London Stock Exchange Daily Official List, the middle-market quotation of a share, as derived from that List, on that day; or
 - (ii) if shares are not so quoted, such value of a share as the Committee reasonably determines.
 - (b) Subject to Rule 5(12)(c), as soon as reasonably practicable after the Committee has determined under Rule 5(12) that a Participant shall be paid a sum in substitution for his right to acquire any number of vested shares:
 - (i) the Company shall pay to him or procure the payment to him of that sum in cash; and
 - (ii) if he has already paid the Company for those shares, the Company shall return to him the amount so paid by him.

- (c) There shall be deducted from any payment under this Rule 5(12) such amounts (on account of tax or similar liabilities) as may be required by law or as the Board may reasonably consider to be necessary or desirable.

This Rule 5(12) shall not apply in relation to an Award made to a Participant in any jurisdiction where the presence of Rule 5(12) would cause:

- (d) the grant of the Award to be unlawful or for it to fall outside any applicable securities law exclusion or exemption; or
- (e) adverse tax or social security contribution consequences for the Participant or any Group Member as determined by the Board.

6. TAKEOVER, RECONSTRUCTION AND WINDING-UP

- (1) Subject to Rule 6(4), if any person obtains Control of the Company as a result of making a general offer to acquire shares in the Company, or having obtained Control makes such an offer, the Board shall within 7 days of becoming aware thereof notify every Participant thereof and, subject to earlier lapse of the Award under Rules 5(4) or 5(6):
 - (a) an unvested Award granted under Part B shall may be exercised such extent as determined by the Committee (including if they see fit having regard to the extent to which the Relevant Condition has been satisfied on such basis at it selects), subject to Rule 5(8), within one month (or such longer period as the Committee may permit) of such notification, and to the extent that it is not exercised within that period shall lapse on the expiration thereof;
 - (b) vested but unexercised Awards (e.g. good leavers vested but unexercised Awards or other vested but unexercised Awards) as at immediately prior to the time of such notification as referred to above shall remain exercisable in such circumstances to the extent already vested (but to no greater) for the shorter of the expiry of their normal exercise period and the date on the expiry of one month from the date of the notification referred to above, and to the extent that it is not exercised within that period shall lapse on the expiration thereof.
- (2) For the purposes of Rule 6(1), a person shall be deemed to have obtained Control of the Company if he and others acting in concert with him have together obtained Control of it.
- (3) Subject to Rule 6(4), if any person becomes bound or entitled to acquire shares in the Company under sections 428 to 430F of the Companies Act 1985, or if the Court sanctions a compromise or scheme of arrangement under section 425 of the Companies Act 1985, or if the Company passes a resolution for voluntary winding up, or if an order is made for the compulsory winding up of the Company, the Board shall forthwith notify every Participant thereof and, subject to earlier lapse of the option under Rules 5(4) or 5(6):
 - (a) any unvested Award granted under Part B may be exercised to such extent as determined by the Committee (including if they see fit having regard to the extent to which the Relevant Condition has been satisfied on such basis as it selects), subject to Rule 5(8), within one month (or, and only, in the event of a compromise or scheme of arrangement,

such longer period as the Committee may permit) of such notification, and to the extent that it is not exercised within that period shall lapse on the expiration thereof;

- (b) vested but unexercised Awards (e.g. good leavers vested but unexercised Awards or other vested but unexercised Awards) as at immediately prior to the time of such notification as referred to above shall remain exercisable in such circumstances to the extent already vested (but to no greater) for the shorter of the expiry of their normal exercise period and the date on the expiry of one month from the date of the notification referred to above, and to the extent that it is not exercised within that period shall lapse on the expiration thereof.

(4) If:

- (a) the events referred to in this Rule 6 are part of an arrangement (a “**Reorganisation**”) which will mean that the Company will be under the Control of another company or the business of the Company is carried on by another company; and
- (b) the persons who owned the shares in the Company immediately before the change of Control will immediately afterwards own more than 75% of the shares in that other company;

then, unless the Committee determines otherwise, an Award shall not become exercisable or lapse as a result of that Reorganisation, but shall cease to relate to the shares in the Company and shall instead relate to such number of shares in the other company that have an equivalent market value as the shares in the Company to which the Award relates immediately prior to the Reorganisation (such market values to be determined by the Committee). These Rules shall continue to apply to the Award mutatis mutandis to take account of this alteration as the Committee shall reasonably determine.

7. **VARIATION OF CAPITAL**

In the event of any variation of the share capital of the Company (whenever effected), including a capitalisation issue, a rights issue, a sub-division or consolidation of shares and a reduction in capital, or a demerger, the payment of a capital dividend or other similar event which, in the opinion of the Committee, would affect the market value of shares subject to outstanding Awards to a material extent, the Committee may make such adjustments to the number of shares in respect of which any Award is subject as it considers appropriate. As soon as reasonably practicable after an adjustment is made under this Rule, the Board shall give notice in writing thereof to any Participant affected thereby.

8. **ALTERATIONS**

- (1) Subject to Rules 8(2), 8(4) and 8(5), the Committee may at any time alter or add to Part B.
- (2) Subject to Rule 8(3), no alteration or addition to the advantage of the persons to whom Awards may be granted may be made under Rule 8(1) to any of the provisions concerning eligibility, the limits on individual participation and the number of shares which may be issued under Part B, the terms of exercise, the rights attaching to the shares acquired, and the adjustment of Awards on a variation of capital without the prior approval by ordinary resolution of the Company in general meeting.

- (3) Rule 8(2) above shall not apply to any minor alteration to benefit the administration of Part B, to take account of a change in legislation or to obtain or maintain favourable tax, exchange control or regulatory treatment for Participants or any Group Member.
- (4) No alteration or addition to the disadvantage of any Participant shall be made under Rule 8(1) above unless:
 - (a) the Committee shall have invited every relevant Participant to give an indication as to whether or not he approves the alteration or addition, and
 - (b) the alteration or addition is approved by a majority of those Participants who have given such an indication.
- (5) No alteration which solely relates to a Relevant Condition subject to which an Award has been granted shall be made under Rule 8(1) above unless:
 - (a) there shall have occurred an event which shall have caused the Committee reasonably to consider that it would be appropriate to amend the Relevant Condition; and
 - (b) the altered Relevant Condition will, in the reasonable opinion of the Committee be not materially less difficult to satisfy than the unaltered Relevant Condition would have been but for the event in question; and
 - (c) the Committee shall act fairly and reasonably in making the alteration;

As soon as reasonably practicable after any alteration or addition is made under Rule 8(1) above, the Board shall give notice in writing thereof to any Participant affected thereby.

9. CLAWBACK & MALUS

- (1) The Committee may decide at any time prior to the third anniversary of the date on which an Award becomes exercisable (or if later, the sixth anniversary of the Grant Date) that the individual to whom the Award was granted (the "relevant individual") shall be subject to Clawback if:
 - (a) the Committee forms the view that the Company materially misstated its financial results for whatever reason and that such misstatement resulted either directly or indirectly in that Award becoming exercisable to a greater degree than would have been the case had that misstatement not been made;
 - (b) the Committee forms the view that in assessing any condition set in connection with the Award such assessment was based on an error, or on inaccurate or misleading information or assumptions and that such error, information or assumptions resulted either directly or indirectly in that Award becoming exercisable to a greater degree than would have been the case had that error not been made;
 - (c) the Committee forms the view that there has been a significant failure of risk control;

- (d) it is discovered that, in the Committee's view, the relevant individual committed serious misconduct prior to such Award becoming exercisable (or being exercised, as relevant) that could have warranted their dismissal;
 - (e) the Company or the relevant business unit for which the relevant individual works suffers a severe downturn in its financial or operational performance which, in the determination of the Committee, is at least partly due to a material failure in the management of the Company or relevant business unit to which the relevant individual made a direct contribution;
 - (f) the Company has suffered corporate failure which has resulted in the appointment of a liquidator or administrator or the Company entering into a compromise arrangement with its creditors; and/or
 - (g) the Company or the relevant business unit for which the relevant individual works suffers serious reputational damage which, in the determination of the Committee, is at least partly due to a material failure in the management of the Company or relevant business unit to which the relevant individual made a direct contribution.
- (2) Where Rule 9(1) applies, the Committee shall decide on the amount to be subject to Clawback which shall be all or part of the additional value which the Committee considers has been received by the relevant individual as referred to in that Rule (or, in respect of Rule 9(1)(c) to Rule 9(1)(g) inclusive on such basis as the Committee determines appropriate which may include having regard to all or part of the additional value which the Committee considers would not otherwise have been received by the relevant individual had the Award lapsed). If the relevant individual is required to repay all or part of such additional value pursuant to Rule 9(3)(b) below then the Committee may consider whether that amount should take into account any income tax and national insurance contributions paid by the relevant individual and any possibility of him reclaiming such income tax and national insurance contributions.
- (3) Clawback shall be satisfied as set out in Rule 9(3)(a) and Rule 9(3)(b) below.

Clawback effected by way of Malus

- (a) The Committee may reduce (including, if appropriate, reducing to zero) any of the following elements of the remuneration of the relevant individual:
 - (i) the amount of any future bonus which would, but for the operation of the Malus, be payable to the relevant individual under any bonus plan operated by any Group Member; and/or
 - (ii) the extent to which any subsisting Awards held by the relevant individual may become or remain exercisable notwithstanding the extent to which any condition imposed on any such Award has been satisfied; and/or
 - (iii) the extent to which any rights to acquire shares granted on or after the date of the Company's 2014 Annual General Meeting to the relevant individual under any share incentive plan (other than any UK tax advantaged share plan under ITEPA) operated by any Group Member vest or become exercisable notwithstanding the

extent to which any conditions imposed on such rights to acquire shares have been satisfied; and/or

- (iv) the number of shares subject to any vested but unexercised right to acquire shares granted on or after the date of the Company's 2014 AGM to the relevant individual under any share incentive plan (other than any UK tax advantaged share plan under ITEPA) operated by any Group Member.

Clawback effected by way of cash payment or Malus deduction

- (b) The Committee may require the relevant individual to pay to such Group Member as the Committee may direct, and on such terms as the Committee may direct (including, but without limitation to, on terms that the relevant amount is to be deducted from the relevant individual's salary or from any other payment to be made to the relevant individual by any Group Member), such amount as is required for the Clawback to be satisfied in full.

Any reduction made pursuant to this Rule shall take effect at such time as the Committee decides.

- (4) The Committee may decide at any time to reduce the number of shares subject to an Award under this Plan (including, if appropriate, reducing to zero) to give effect to a clawback and/or malus provision of any form contained in any incentive plan (other than the Plan) or any bonus plan operated by any Group Member. The value of the reduction shall be in accordance with the terms of the clawback and/or malus provision in the relevant plan or, in the absence of any such term, on such basis as the Committee, acting fairly and reasonably, decides is appropriate.

10. HOLDING PERIODS

- (1) This Rule 10 shall apply to executive directors (including those who cease to be executive directors after the grant of their relevant Award) of the Company and to such other individuals as the Committee determines appropriate.
- (2) Subject to Rule 10(3), each participant to whom this Rule 10 applies agrees:
 - (a) to hold their Net Vested Shares during the Holding Period applying to those Shares in accordance with such terms and conditions that the Committee may impose and determine from time to time, which may include their Net Vested Shares being held by a nominee appointed by the Company on their behalf;
 - (b) not to sell, transfer, assign or dispose of any interest in their Net Vested Shares until the expiry of the Holding Period applying to those shares;
 - (c) that if they acquire any further Shares by virtue of their holding of Net Vested Shares during the Holding Period those newly acquired Shares shall also be held subject to the terms of this Rule 10 as they apply to the original Net Vested Shares until the expiry of the Holding Period unless the Committee, in its discretion, determines otherwise; and
 - (d) to enter into any other document required by the Committee from time to time to give effect to the restrictions under this Rule 10.

For the avoidance of any doubt, Net Vested Shares shall not be subject to any risk of forfeiture during the Holding Period other than in satisfaction of any operation of Clawback and Malus.

- (3) Subject to the prior approval of the Committee, the Participant may transfer or assign some or all of their Net Vested Shares to their spouse or civil partner or to the Participant's personal pension plan or to a family trust or other legal entity (the "transferee") during the Holding Period provided that the transferee has agreed to comply with the terms of this Rule 10, any other terms and conditions imposed by the Committee and the decisions of the Committee and the transferee agrees not to sell, transfer, assign or dispose of those Net Vested Shares until the expiry of the Holding Period.
- (4) The Committee may, in its discretion, allow a Participant to sell, transfer, assign or dispose of some or all of their Net Vested Shares before the end of the Holding Period, subject to any additional terms and conditions that the Committee may specify.
- (5) The Holding Period shall expire on the earliest of:
 - (a) the second anniversary of the date on which the Award becomes exercisable;
 - (b) the date of an event under Rule 6(1) or 6(3) (excluding an internal reorganisation under Rule 6(4));
 - (c) the death of the Participant; and
 - (d) such other date determined by the Committee, in its discretion.
- (6) Net Vested Shares shall cease to be subject to any restrictions under this Rule 10 once the Holding Period has expired. As soon as reasonably practicable following the expiry of the Holding Period the Board shall, if relevant, transfer or procure the transfer of the legal title for the Net Vested Shares and any documents of title relating to those Net Vested Shares to the Participant or his nominee as relevant.
- (7) Nothing in this Rule 10 shall remove and/or reduce any additional requirements that may apply to the Participant under the Company's share ownership guidelines from time to time.

11. **DIVIDEND EQUIVALENT**

- (1) The Committee may determine at any time prior to the vesting (or, if later, exercise) of an Award that a Participant shall be entitled to receive a benefit (a "**Dividend Equivalent**") in respect of such Award. The Dividend Equivalent shall be in the form of additional shares delivered at the same time as the delivery of the Award's vested shares. The number of shares comprised within the Dividend Equivalent shall be determined by reference to the value of the dividends that would have been paid on the shares vesting under the relevant Award in respect of dividend record dates occurring during the period between the Award Date and the date it becomes exercisable (or if a Holding Period applies to the earlier of the date the Award is exercised and the last day of the Holding Period). Unless the Committee determines otherwise, such value calculations shall be an assumed reinvestment basis (on the relevant ex-dividend date). The Committee may decide to exclude the value of all or part of a special dividend or any other dividend from the amount of any Dividend Equivalent.

12. **MISCELLANEOUS**

- (1) The rights and obligations of any Participant under the terms of his office or employment with any Group Member shall not be affected by his participation in Part B or any right which he may have to participate therein, and an individual who participates therein shall and does waive any and all rights to compensation or damages in consequence of the termination of his office or employment for any reason whatsoever insofar as those rights arise or may arise from his ceasing to have rights under or be entitled to exercise any Award under Part B as a result of such termination. Selection to participate in one year does not confer any right to participate in future years.
- (2) In the event of any dispute or disagreement as to the interpretation of Part B, or as to any question or right arising from or related to Part B, the decision of the Committee shall be final and binding upon all persons.
- (3) The Company and any Subsidiary may provide money to the trustees of any trust or any other person to enable them or him to acquire shares to be held for the purposes of Part B, or enter into any guarantee or indemnity for these purposes, to the extent permitted by section 153 of the Companies Act 1985.
- (4) Any notice or other communication under or in connection with Part B may be given by personal delivery or by sending the same by post, in the case of a company to its registered office, and in the case of an individual to his last known address, or, where he is a director or employee of a Group Member, either to his last known address or to the address of the place of business at which he performs the whole or substantially the whole of the duties of his office or employment or in an electronic communication to the allocated corporate email address of that director or employee.
- (5) No benefit received by a Participant under Part B shall be pensionable.
- (6) Part B and all Awards granted under it shall be governed and construed in accordance with English law and the Courts of England and Wales shall have exclusive jurisdiction to hear any dispute.

SCHEDULE 1 OF PART B

Although not a requirement, it is contemplated that Awards will be made under this Schedule to persons who are subject to taxation in the United States at the Grant Date (each, a “US Participant”).

1. INTERACTION WITH PART B

- (1) The provisions of Part B shall, save where otherwise specified below, apply as if set out in full in this schedule in relation to Awards granted under this schedule, with all references to Part B to be taken as to this schedule of Part B.
- (2) Any reference in Rules 9 (*Clawback & Malus*) or 10 (*Holding Periods*) of Part B (and any associated defined terms) to "exercise" or "exercisable" shall be construed as a reference to "vest" and/or "vesting" (as applicable) for the purposes of this Schedule 1.

2. DEFINITIONS

For Awards granted under this schedule, unless the context otherwise requires:

“Award” means a right to receive Shares (whether by allotment or transfer) for nil payment subject to the terms and conditions of Part B and being either a Performance Share Award or Restricted Share Award as relevant;

“Participant” means a US Participant who holds an Award (or such other person that has received an Award granted pursuant to this Schedule as the context requires);

“Performance Condition” means such other term(s) and/or requirement(s) that the Committee shall apply to the Award in addition to the terms set out in these Rules, the satisfaction of which shall determine the extent to which (if at all) an Award vests;

“Relevant Condition” means the Award’s Performance Condition or Underpin Condition as the context requires;

“Prohibited Period” means any time when dealing in the Shares is prevented or restricted under UK MAR, any provision of the Listing Rules published by the UKLA, the City Code on Takeovers and Mergers or any other regulation or enactment; and

“Underpin Condition” means the term(s) and/or requirement(s) that the Committee shall set to the Award in addition to the terms set out in these Rules, the Committee’s regard to which shall inform its determination of the extent to which (if at all) an Award is capable of vesting.

3. VESTING OF AWARDS

- (1) Rule 5 of Part B shall not apply to Awards granted under this schedule, and instead, the provisions of this Rule 3 of this schedule shall apply.
- (2) Subject to Rules 3(4)(a) and (b) and Rules 4(1) and 4(3) below, an Award will vest on the third anniversary of the Grant Date, unless this date is within a Prohibited Period in which case the Award shall vest on the day immediately after the ending of the Prohibited Period.

- (3) Subject to the Committee using its discretion as provided for in Rule 3(4)(a) and (b) or in Rules 4(1) and 4(3) below, an Award may only vest to the extent that the Relevant Condition has been satisfied.
- (4) If any Participant ceases to be a director or employee of a Group Member, the following provisions apply in relation to any Award granted to him under this schedule:
 - (a) if he ceases to hold such office or employment by reason of injury, death, disability, ill health, redundancy (as defined in the Employment Rights Act 1996), retirement with the agreement of the Committee, or by reason only that his office or employment is in a company which ceases to be a Group Member, or relates to a business or part of a business which is transferred to a person who is not a Group Member, any Award shall lapse forthwith, unless the Committee determines otherwise, in which case:
 - (i) subject to the provisions of Rule 4 and 3(12) below, the Award may vest on the third anniversary of the Grant Date to the extent (if any) determined at such time by the Committee (this (a) must include regard to the extent to which the Relevant Condition is satisfied on such basis as it selects and (b) unless the Committee determines otherwise (which may include a lesser or no reduction) a time based reduction in the size of the Award by reference to time elapsed into the Award's normal vesting period as at the time of the Participant's departure); unless
 - (ii) subject to the provisions of Rule 4 and Rule 3(12) below, the Committee decides that, the Award may vest on such date following cessation as it selects to the extent (if any) determined by the Committee (this (a) must include regard to the extent to which the Relevant Condition is satisfied on such basis as it selects and (b) unless the Committee determines otherwise (which may include a lesser or no reduction) a time based reduction in the size of the Award by reference to time elapsed into the Award's normal vesting period as at the time of the Participant's departure).
 - (b) if he ceases for any other reason, any Award granted under Part B and held by that Participant shall lapse forthwith unless the Committee decides otherwise (in which case the provisions set out in Rule 3(4)(a) shall apply).
- (5) A Participant shall not be treated for the purposes of Rule 3 as ceasing to be a director or employee of a Group Member until such time as he is no longer a director or employee of any Group Member. The Committee may decide that cessation of directorship and/or employment for the purposes of Part B of the Plan shall be taken to occur on the date the Participant gives or receives notice of termination of their employment with a Group Member (whether or not such termination is lawful). When determining the treatment of Awards in respect of leavers, at its discretion, the Committee may make its determinations and/or the good leaver status contingent on such additional conditions as it may specify in relation to the leaver as it determines appropriate.
- (6) Notwithstanding any other provision of Part B, an Award granted under Part B may not vest after the expiration of the period of six years (or such shorter period as the Committee may have determined before the grant thereof) beginning with the Grant Date.

- (7) Within 30 days after an Award has vested under Part B, the Board on behalf of the Company shall allot or procure the transfer to him (or a nominee for him) of the number of shares in respect of which the Award has vested unless the Board considers that allotment or transfer thereof would not be lawful in a relevant jurisdiction.
- (8) An Award may not vest unless, in a case where a Group Member is obliged to (or would suffer a disadvantage if it were not to) account for any tax and/or for any social security contributions (in any jurisdiction) for which the person in question is liable by virtue of the vesting of the Award, (together, “**the Tax Liability**”), that person has either:
 - (a) made a payment to the Group Member of an amount equal to the Board's estimate of the Tax Liability; or
 - (b) entered into arrangements acceptable to that or another Group Member to secure that such a payment is made (whether by authorising the sale of some or all of the shares on his behalf and the payment to the Group Member of the relevant amount out of the proceeds of sale or otherwise).
- (9) All shares allotted under Part B shall rank *pari passu* in all respects with the shares of the same class for the time being in issue save as regards any rights attaching to such shares by reference to a record date prior to the date of the allotment.
- (10) If shares of the same class as those allotted under Part B are listed in the London Stock Exchange Official List, the Company shall apply to the London Stock Exchange for any shares so allotted to be admitted to that List.
- (11) If the Committee so requires, an Award may not vest unless a Participant enters into such joint election under Section 431 of the Income Tax (Earnings and Pensions) Act 2003 with the relevant Group Member as required by the Committee or such other form of tax election as required by the Committee to achieve similar effect.
- (12) It is intended that the vesting provisions of the Rules of the Plan, as modified by this schedule (including Rule 3 (Vesting of Awards)), be interpreted and applied to constitute a substantial risk of forfeiture (“**substantial risk of forfeiture**”) for purposes of Section 409A of the US Tax Code (“**Section 409A**”), and that the terms of the Plan (including those set out in this schedule) be interpreted in accordance with Section 409A and the guidance issued thereunder such that the “short-term deferral” exception to Section 409A may be available with respect to Awards granted under this schedule.
- (13) The substantial risk of forfeiture shall lapse, if at all, on the earliest of: (a) the third anniversary of the Grant Date, provided that the Participant remains continuously employed by a Group Member until such Grant Date, or in such cases if the Award is subject to Relevant Condition that constitutes a substantial risk of forfeiture upon the expiry of the period selected by the Committee over which the attainment of the Relevant Condition will be measured (“**Measurement Period**”) where the extent of vesting does not remain subject to any other condition creating a substantial risk of forfeiture; (b) the date of the Participant’s cessation of employment or office where, in accordance with Rule 3 of this schedule (*Vesting of Awards*), that cessation does not result in the Award lapsing and where the extent of vesting does not remain subject to a substantial risk of forfeiture (by reference to a Relevant Condition or

otherwise); or (c) the date on which an event under Rule 4 of this schedule (*Takeover, Reconstruction and Winding-up*) occurs if that event causes the Award to vest. For avoidance of doubt, it is not expected that an Underpin Condition will constitute a substantial risk of forfeiture for purposes of Section 409A.

- (14) When making any determinations under the Plan (including adjustments to Awards, modifications of Relevant Conditions, delays in settling Awards, or other exercise of discretion), the Committee shall endeavour to not make any determinations that would result in any violation of Section 409A. However, none of the Company or any other Group Member, the Board, the Committee, nor any of their directors, officers, employees, or agents warrants, represents, or guarantees compliance with Section 409A or other tax laws, nor shall any such persons be liable to any Participant for any tax liabilities, tax penalties or interest arising from any non-compliance with Section 409A or other tax laws.

4. TAKEOVER, RECONSTRUCTION AND WINDING-UP

- (1) Subject to Rule 4(4) below, if any person obtains Control of the Company as a result of making a general offer to acquire shares in the Company, or having obtained Control makes such an offer, the Board shall within 7 days of becoming aware thereof notify every Participant thereof and, subject to earlier lapse of the Award under Rules 3(4) or 3(6) above, an Award granted under Part B will vest to the extent determined by the Committee (including if they see fit having regard to the extent to which the Relevant Condition has been satisfied on such basis as it selects), subject to Rule 3(8) above, on the date of such notification, and to the extent that it does not so vest shall lapse at the time of the Committee's determination.
- (2) For the purposes of Rule 4(1) above, a person shall be deemed to have obtained Control of the Company if he and others acting in concert with him have together obtained Control of it.
- (3) Subject to Rule 4(4) below, if any person becomes bound or entitled to acquire shares in the Company under sections 979 to 982 or 983 to 985 of the Companies Act 2006, or if the Court sanctions a compromise or scheme of arrangement under section 899 of the Companies Act 2006, or if the Company passes a resolution for voluntary winding up, or if an order is made for the compulsory winding up of the Company, the Board shall forthwith notify every Participant thereof and any Award granted under Part B may, subject to earlier lapse of the Award under Rules 3(4) or 3(6) above, will vest to the extent determined by the Committee (including if they see fit having regard to the extent to which the Relevant Condition has been satisfied on such basis as it selects), subject to Rule 3(8) above, at the date of such notification, and to the extent that it does not so vest shall lapse at the time of the Committee's determination.
- (4) If:
- (a) the events referred to in this Rule 4 are part of an arrangement (a “**Reorganisation**”) which will mean that the Company will be under the Control of another company or the business of the Company is carried on by another company; and
 - (b) the persons who owned the shares in the Company immediately before the change of Control will immediately afterwards own more than 75% of the shares in that other company;

then, unless the Committee determines otherwise, an Award shall not vest or lapse as a result of that Reorganisation, but shall cease to relate to the shares in the Company and shall instead relate to such number of shares in the other company that have an equivalent market value as the shares in the Company to which the Award relates immediately prior to the Reorganisation (such market values to be determined by the Committee). These Rules shall continue to apply to the Award mutatis mutandis to take account of this alteration as the Committee shall reasonably determine.

5. MISCELLANEOUS

- (1) The Board may satisfy its obligations under this schedule to US citizens by delivering American Depositary Shares representing shares in the Company.
- (2) Shares shall not be issued pursuant to an Award granted under this schedule to a US citizen, unless the vesting of the Award and the issuance and delivery of such shares, pursuant to such Award, shall comply with all relevant provisions of law, involving, without limitation, the Securities Act of 1933, as amended (the “Securities Act”), the Securities Exchange Act of 1934, as amended, applicable State securities laws, and the requirements of any stock exchange upon which shares or American Depositary Shares may then be listed and, at the discretion of the Board, shall be further subject to approval of counsel for the Company with respect to such compliance. None of the Company or any of its subsidiaries or affiliates shall have any obligation to register any shares under the Securities Act or any applicable State law. Any stock certificates evidencing any share issued pursuant to this schedule may bear a legend indicating that the transferability of the certificate and the shares are restricted and subject to the terms and conditions contained in this section or otherwise.
- (3) In connection with awards made to US citizens, Rules 3(3)(b) and 11(1) of Part B shall not apply to this schedule to the extent prohibited by US federal or applicable State law.
- (4) In connection with awards made to US citizens, in the event that a Group Member permits a Participant to satisfy a Tax Liability in respect of an Award granted pursuant to this schedule through the sale or withholding of some or all of the shares subject to such Award, such Tax Liability shall be based on the minimum amount of tax required to be withheld.

SCHEDULE 2 TO PART B: CALIFORNIA SCHEDULE

Pursuant to the shareholder authority obtained at the Annual General Meeting of the Company held on [] [] 2024, the Company has adopted this Schedule 2 to Part B of the Rules of the Bunzl plc Long Term Incentive Plan (2024) (the "Plan") for purposes of satisfying the requirements of Section 25102(o) of the California Corporate Securities Law of 1968, as amended and the regulations issued thereunder by the California Department of Financial Protection and Innovation (collectively, the "California Securities Law"). It is intended that the Plan as modified by this schedule constitutes a compensatory purchase plan for purposes of section 260.140.42 of the California Code of Regulations.

Any Award granted under Part B of the Plan to an employee of a Participating Company who is a resident of the State of California (each, a "California Participant") on the Grant Date of an Award shall be subject to the following additional limitations, terms, and conditions, which for purposes of compliance with the California Securities Law only shall be deemed to be a separate plan maintained solely for California Participants:

1. Except to the extent provided in section 7 of this Schedule, each Award shall be granted in accordance with Rule 701 of the Securities Act of 1933, as amended.
2. The total number of shares in the Company which may be issued to California Participants under the Plan shall not exceed the number of shares determined under Rule 4 of Part B of the Plan, subject to adjustment in accordance with Rule 7 of Part B of the Plan and section 5 of this Schedule.
3. Subject to such shorter period of time as may be provided in the Plan Rules or the applicable Award grant documents, shares must be issued within 10 years from the date this schedule is adopted by the Board, or the date this schedule is approved by shareholders of the Company, whichever is earlier.
4. Subject to such further restrictions as may be provided in the Plan Rules, Awards are not transferable except by will, by the laws of descent and distribution, to a revocable trust, or as permitted by Rule 701 of the Securities Act of 1933, as amended.
5. The Committee shall proportionately adjust (in the manner it deems appropriate) the number of shares in the Company allocable to a California Participant under an Award 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.
6. The Plan must be approved by a majority of the outstanding securities of the Company entitled to vote by the later of (a) within twelve (12) months before or after the date the Plan is adopted by the Board, or (b) prior to or within twelve (12) months of the issuance of any shares to California resident under the Plan.
7. Notwithstanding the foregoing rules of this Schedule, options may be granted under the Plan to any California Participant in accordance with any other registration exemption permitted under the California Securities Law or by qualification under such law, subject to such conditions as required by California law.

SCHEDULE 3 OF PART B: BELGIAN OPTIONS

Any Award granted under the Plan to an employee of a Participating Company who is a resident Belgium on the Grant Date of such Award shall be subject to the following limitations, terms, and conditions:

1. The provisions of Part B shall, save where otherwise specified below, apply as if set out in full in this schedule in relation to Awards granted under this schedule, with all references to Part B to be taken as to this schedule of Part B.
2. Awards granted under this Schedule are intended not to fall under the scope of application of the Law of 26 March 1999, as amended, as the Awards granted under this Schedule do not give the Participant the right to acquire shares or any interest in shares since the Committee may freely decide upon the exercise of the options whether the Participant will receive shares or a cash equivalent (pursuant to Rule 5(12)).
3. For the purposes of Awards granted under this Schedule, the following paragraph of Rule 5 (12) will not apply: *"This Rule 5 (12) shall not apply to an Award made to a Participant in any jurisdiction where the presence of this Rule 5(12) would cause: (d) the grant of the Award to be unlawful or for it to fall outside any applicable securities law exclusion or exemption; or (e) adverse tax or social security contribution consequences for the Participant or any Group Member as determined by the Board."* All other paragraphs of Rule 5 (12) will remain applicable in full to any Awards granted under this Schedule.