



SHEPHERD+ WEDDERBURN

RULES OF THE CAPRICORN ENERGY PLC LONG TERM INCENTIVE PLAN (2017)

Approved by the shareholders of the Company in general meeting on 19 May 2017, adopted by the Board of Directors of the Company with effect from 19 May 2017 and amended by the Remuneration Committee of the Board of Directors of the Company on 4 March 2020, 3 March 2021, 13 December 2021, 15 May 2023, 5 October 2023 and 23 May 2024

CONTENTS

Clause	Page No
1. Interpretation	1
2. Authority of Committee	6
3. Grant of Awards	6
4. Conditions attaching to Awards	7
5. Dividend Equivalent	8
6. Restrictions and limitations - General	9
7. Source of Shares and limits	9
8. Vesting of Awards	12
9. Consequences of Vesting	13
10. Additional provisions relating to the Release of Shares and taxation of Awards	14
11. Cash Alternative	15
12. Lapse of Awards	15
13. Cessation of employment before the Vesting Date	16
14. Cessation of employment after the Vesting Date	17
15. Change of Control and Liquidation	18
16. Malus and Clawback	19
17. Adjustment of Awards	22
18. Administration	23
19. General	23
20. Amendments to these Rules	24
21. Data protection	25
 SCHEDULE	 26
Part 1 – Cash Conditional Awards	26

RULES

of the

Capricorn Energy PLC Long Term Incentive Plan (2017)

1. Interpretation

1.1 In these Rules, the following expressions have the following meanings unless inconsistent with the context:

"Allocated"	has the meaning given in Rule 7;
"Award"	a Retention Award or a Performance Award;
"Award Confirmation"	a certificate or other form of confirmation provided to a Participant pursuant to Rule 3.3;
"the Board"	the board of directors for the time being of the Company or the directors present at a duly convened meeting of the directors or a duly appointed committee thereof at which a quorum is present;
"the Committee"	the remuneration committee of the Board or, on and after the occurrence of a Rule 15 Event, the remuneration committee of the Board as constituted immediately before such event occurs;
"the Company"	means CAPRICORN ENERGY PLC (registered in Scotland under No. SC226712 and formerly named Cairn Energy PLC);
"Conditional Award"	a deferred award of Shares subject to the Rules made on terms that the Participant has no legal and/or beneficial interest in the Shares comprised in such Conditional Award until they have been Released following Vesting;
"Control"	the meaning given to that expression by section 995 of the Income Tax Act 2007 (and "Controlled" shall be construed accordingly);
"Date of Adoption"	the date on which the Plan is adopted by the Board;
"Date of Approval"	the date on which the Plan is first approved by the Company in general meeting;
"Date of Grant"	in respect of an Award, the date upon which that Award is granted by the Committee pursuant to Rule 3.3;
"Dealing Day"	a day on which the London Stock Exchange is open for the transaction of business;
"Directors' Remuneration Policy "	has the meaning given in section 422A(6) of the Companies Act 2006;
"Discretionary Share Scheme"	an Employees' Share Scheme in which participation is solely at the discretion of the Board or Committee;
"Eligible Employee"	any person who is an employee or executive director of any

	company which is at the relevant date a member of the Group;
"Employees' Share Scheme"	the meaning given by section 1166 of the Companies Act 2006;
"Exercise Price"	the price per Share payable on the exercise of an Award that is a Nominal Value Option, being a price equal to the nominal value of a Share as at the Date of Grant (subject to any subsequent adjustment pursuant to Rule 17);
"Financial Year"	a financial year of the Company within the meaning of section 390 of the Companies Act 2006;
"the Group"	the Company and all of the Subsidiaries for the time being or where the context so requires any one or more of them (and "Group Company" shall be construed accordingly);
"Holding Period"	where applicable to an Award (or part thereof), means the period starting on the Vesting Date and ending on the earliest of the dates specified in Rule 4.6;
"Issue or Reorganisation"	any capitalisation issue or rights issue or rights offer or any other variation in the share capital of the Company including (without limitation) any consolidation, sub-division or reduction of capital of the Company or any other event which may affect the share capital of the Company or a demerger of the Company;
"ITEPA"	the Income Tax (Earnings and Pensions) Act 2003;
"the London Stock Exchange"	The London Stock Exchange plc or its successor;
"Listing Rules"	the Listing Rules published by the UK Listing Authority (as amended from time to time);
"Market Abuse Regulation"	Regulation (EU) No 596/2014 of the European Parliament and of the Council of 16 April 2014 on market abuse;
"Market Value"	in relation to a Share on any day means an amount equal to the middle-market quotation for a Share (as derived from the London Stock Exchange Daily Official List) on the Dealing Day immediately preceding that day (or, if the Remuneration Committee so determines, the average of such middle market quotations on the three Dealing Days immediately preceding that day);
"NIC"	national insurance contributions;
"Nil Cost Option"	a right to acquire Shares for no consideration subject to the Rules;
"Nominal Value Option"	a right to acquire Shares at the Exercise Price subject to the Rules;
"Normal Vesting Date"	in relation to an Award, the date specified by the Committee at or prior to the Date of Grant on which, save as otherwise specified in the Rules, it will Vest PROVIDED THAT in the case of an Award granted to an executive director of the Company, its Normal Vesting Date shall not be earlier than the third anniversary of the Date of Grant;

"Notification Date"	means, in relation to an Award that is an Option, the date on which the Committee notifies the relevant Participant of the Vesting of that Option in accordance with Rule 9.2;
"Option"	a Nil Cost Option or a Nominal Value Option;
"Participant"	a person who has been granted an Award and, where the context so requires, the legal personal representative(s) of such person (and "Participants" shall be construed accordingly);
"Performance Award"	a Conditional Award or an Option granted (or to be granted) by the Company to an Eligible Employee in pursuance of the Plan on terms that the Vesting of such Conditional Award or Option is (subject as otherwise provided herein) conditional upon: (i) the Performance Condition being met; and (ii) the relevant Participant remaining a director or employee of a Group Company until Vesting;
"Performance Condition"	in relation to a Performance Award, the performance condition (or performance conditions) as determined by the Committee in its absolute discretion pursuant to Rules 4.2 and 4.3;
"Performance Period"	in relation to a Performance Award, and subject as otherwise provided in these Rules and the applicable Performance Condition, such period as the Committee may determine at the Date of Grant, and in the absence of any such determination, the period commencing on the Date of Grant of such Award and ending on the third anniversary thereof;
"Permitted Grant Period"	the period of 42 days commencing on: (i) the Date of Adoption; (ii) the Dealing Day after the day on which the Company makes an announcement of its results for any period; (iii) any day on which the Committee resolves that exceptional circumstances exist which justify the grant of Awards; (iv) any day on which any change to any relevant legislation, regulation or government directive affecting Employees' Share Schemes is proposed or made; and (v) in respect of an Eligible Employee, the date on which that Eligible Employee first becomes employed by a Group Company,

PROVIDED THAT if, by reason of any Share Dealing Restrictions, the Company is prevented from granting Awards under the Plan during the periods specified above, the relevant Permitted Grant Period shall be 42 days

	commencing on the Dealing Day after the relevant restriction is lifted;
"the Plan"	the Capricorn Energy PLC Long Term Incentive Plan (2017) established by the adoption of these Rules as an Employees' Share Scheme and as from time to time amended in accordance with the provisions hereof;
"Release"	in relation to: (i) <i>a Conditional Award</i> - the transfer to the Participant (or his nominee) of some or all of the Shares comprised in the Conditional Award in accordance with these Rules; and (ii) <i>an Option</i> - the transfer to the Participant (or his nominee) of the Shares comprised in the Option (or part thereof) following the exercise of such Option (or part thereof) pursuant to these Rules, (and "Released" shall be construed accordingly);
"Retention Award"	a Conditional Award or an Option granted (or to be granted) by the Company to an Eligible Employee in pursuance of the Plan on terms that the Vesting of such Conditional Award or Option is (subject as otherwise provided herein) conditional upon the relevant Participant remaining a director or employee of a Group Company until the Vesting Date;
"Rule 15 Event"	means any of the events specified in Rules 15.1.1 to 15.1.5 (inclusive);
"Rules"	these rules as from time to time amended;
"Schedule"	the schedule annexed to these Rules;
"Share Dealing Restrictions"	restrictions on dealing in Shares imposed by: (i) the Market Abuse Regulation; or (ii) any other law or regulation with the force of law; or (iii) the Listing Rules; or (iv) any other share dealing procedure, agreement, arrangements, condition, contract or code adopted or entered into by the Company;
"Shares"	fully paid ordinary shares in the capital of the Company;
"Subsidiary"	any company which is for the time being both: (i) Controlled by the Company; and (ii) a subsidiary of the Company within the meaning of section 1159 of the Companies Act 2006 PROVIDED THAT for the purpose of that section a company shall be deemed to be a member of another when its shares in the other company are registered in the name of another person either in

connection with the taking of security or as a nominee;

"Tax Liability"	all taxes, duties and/or social security or NIC or any other amounts (including any amounts which a Participant has lawfully agreed or elected to bear) which the Company, any other Group Company and/or the Trustee would be required to account for to HM Revenue & Customs or any other taxation authority (whether in the UK or otherwise) for or in respect of a Participant resulting from the grant, Vesting or exercise of an Award or the Release of any Shares;
"Treasury Shares"	the same meaning as in section 724(5) of the Companies Act 2006;
"Trustee"	the trustee or trustees for the time being of the Capricorn Energy PLC Employees' Share Trust (2003) or any other employee benefit trust established by the Company and which the Committee has determined shall operate in conjunction with the Plan or, where the context so permits, the nominee(s) of such trustee or trustees;
"UK Listing Authority"	The Financial Conduct Authority acting in its capacity as the competent authority for the purposes of Part VI of the Financial Services and Markets Act 2000, including, where the context so permits, any committee, employee, officer or servant to whom any function of the UK Listing Authority may for the time being be delegated;
"Vest"	in relation to: (i) <i>a Conditional Award</i> – means, subject to the operation of any applicable Holding Period(s), the crystallisation of a Participant's entitlement to receive some or all of the Shares comprised in that Conditional Award in accordance with these Rules; and (ii) <i>an Option</i> – means, subject to the operation of any applicable Holding Period(s), the crystallisation of a Participant's right to exercise such Option in respect of some or all of the Shares over which it subsists in accordance with these Rules, (and "Vests, "Vesting" and "Vested" shall be construed accordingly);
"Vesting Date"	in relation to any Award, the date on which such Award Vests pursuant to these Rules; and
"Withheld Shares"	in relation to: (i) <i>a Conditional Award</i> – means those Shares that the Participant has become conditionally entitled to receive on the Vesting of that Award but which have yet to be Released to him in accordance with the provisions of Rule 9.1.2 due to the continuing application of a Holding Period; and (i) <i>an Option</i> – means the Shares subject to that part

of a Vested Option which has yet to become exercisable in accordance with Rule 9.3.2 due to the continuing application of a Holding Period.

- 1.2 References to statutory provisions shall, where the context so admits or requires, be construed as including references to the corresponding provisions of any earlier statute (whether repealed or not) directly or indirectly amended, consolidated, extended or replaced by such provisions, or re-enacted in such provisions, and of any subsequent statute in force at any relevant time directly or indirectly amending, consolidating, extending, replacing or re-enacting the same, and shall include any orders, regulations, instruments or other subordinate legislation made under the relevant statute.
- 1.3 Any reference to a "Rule" is a reference to one of these Rules.
- 1.4 Where the context so admits the singular includes the plural and each gender includes the other gender.

2. Authority of Committee

With effect from the Date of Adoption, the Committee is empowered to grant Awards to Eligible Employees in accordance with these Rules.

3. Grant of Awards

Discretions of the Committee

- 3.1 Subject to the restrictions set out in Rules 6 and 7, the Committee may, if in its absolute discretion it so decides, grant Awards to Eligible Employees.
- 3.2 Subject as otherwise provided in these Rules, the Committee shall have an absolute discretion in determining (*inter alia*):
 - 3.2.1 the Eligible Employees to be granted Awards;
 - 3.2.2 the number of Shares to be comprised in each Award;
 - 3.2.3 the Normal Vesting Date applicable to each Award;
 - 3.2.4 whether an Award is a Performance Award or a Retention Award;
 - 3.2.5 (in the case of a Performance Award), the terms of the applicable Performance Condition and the Performance Period;
 - 3.2.6 whether a Holding Period (or Holding Periods) will be applied to an Award and the date on which such Holding Period(s) will ordinarily expire;
 - 3.2.7 whether the Award is a Conditional Award or an Option; and
 - 3.2.8 in the case of an Award that is an Option, whether it is a Nil Cost Option or a Nominal Value Option.

Grant mechanics and Award Confirmations

- 3.3 Awards shall be granted by a resolution of the Committee and, as soon as reasonably practicable after the passing of such resolution, the Company shall procure that each Participant is provided with a certificate or other confirmation which shall be in such form (including electronic) as the Committee may from time to time determine, specifying (*inter alia*) the following:
 - 3.3.1 the Date of Grant of the Award and its Normal Vesting Date;

- 3.3.2 the number of Shares comprised in the Award and their aggregate Market Value as at the Date of Grant;
- 3.3.3 whether the Award is a Performance Award or a Retention Award;
- 3.3.4 (in the case of a Performance Award) the terms of the applicable Performance Condition and the Performance Period;
- 3.3.5 whether the Award is a Conditional Award or an Option;
- 3.3.6 in the case of an Award that is an Option, whether it is a Nil Cost Option or a Nominal Value Option; and
- 3.3.7 details of the Holding Period(s) (if any) applicable to the Award.

Personal nature of Awards

- 3.4 Subject to the rights of a deceased Participant's legal personal representative(s) to receive any Shares or exercise an Option following the Vesting of an Award free from any restrictions, an Award shall be personal to the Participant to whom it is granted and shall not be transferable, assignable, charged, pledged or otherwise encumbered and any purported transfer, assignation, charge, disposal or dealing with the rights and/or interests of the Participant under the Plan shall render the Award void.

Other restrictions applicable to Awards

- 3.5 The Committee may determine that any Award shall be granted subject to such additional and/or modified terms and conditions relating to its grant, Vesting, exercise and/or Release as may be necessary to comply with or take account of any securities, exchange control or tax laws, regulations or changes in legislation or practice of any territory which may have application to the relevant Eligible Employee, Participant or Group Company.
- 3.6 In exercising its discretion under Rule 3.5, the Committee may:
 - 3.6.1 require a Participant to make such declarations or take such other action (if any) as may be required for the purpose of any securities, tax or other laws of any territory which may be applicable to him at the Date of Grant or on Vesting, exercise and/or Release; and
 - 3.6.2 adopt any supplemental rules or procedures governing the grant, Vesting, exercise and/or Release of the Awards as may be required for the purpose of any securities, tax or other laws of any territory which may be applicable to an Eligible Employee or Participant including (without prejudice to the generality of the foregoing) taking such steps as may be necessary so as to ensure that any withholding tax or social security or similar payments required to be paid or administered by the Company, any other Group Company or the Trustee (as the case may be) in connection with such Awards is paid or administered in accordance with the applicable laws or rules.

4. Conditions attaching to Awards

Employment and performance conditions

- 4.1 Each and every Award shall be made on terms that, save as provided in Rule 13, the Vesting of Shares comprised in the Award is dependent upon the relevant Participant being a director or employee of a Group Company until the Vesting Date.
- 4.2 In addition, each and every Performance Award shall be made on terms that, save as provided in Rule 15, the Vesting of Shares comprised in the Performance Award is dependent upon the satisfaction of a Performance Condition over the duration of the Performance Period.

- 4.3 Any Performance Condition to which a Performance Award is subject and the determination of the start and end of the applicable Performance Period shall relate to the performance of the Group, the Company or any other member of the Group or the relevant Participant (as the case may be) judged according to such criteria as the Committee shall specify on the Date of Grant.
- 4.4 If in relation to a Performance Award there occurs any event or events which causes the Committee to consider that:
- 4.4.1 an amended Performance Condition would be a fairer measure of the performance of the Group, the Company, any other Group Company or the relevant Participant (as the case may be); or
 - 4.4.2 an amended Performance Condition would provide a more effective incentive to the relevant Participant,

the Committee may amend the Performance Condition in such manner as it in its absolute discretion determines PROVIDED THAT the amended Performance Condition, in the opinion of the Committee, is neither materially easier nor more difficult to achieve than the original Performance Condition as envisaged by the Committee at the Date of Grant of the relevant Performance Award. Any such amendment shall be binding on the relevant Participant. The Committee shall within 30 days of amending the Performance Condition give the Participant details of the amended Performance Condition.

Holding Periods

- 4.5 The Committee may decide on or before the grant of an Award that, save where otherwise provided in these Rules:
- 4.5.1 it will be subject to a single Holding Period following its Vesting; or
 - 4.5.2 different parts of such Award will be subject to different (or no) Holding Periods.
- Where an Award is granted on terms that separate parts thereof will be subject to different Holding Periods, any references in these Rules to an Award being subject a Holding Period will, where the context so requires, be construed as being a reference to the part of that Award to which such Holding Period relates.
- 4.6 Unless it has previously been disapplied in accordance with any other provision of these Rules, a Holding Period applicable to an Award will commence on the Vesting Date of that Award and expire on the earliest of:
- 4.6.1 the date specified by the Committee on or before the Date of Grant of the Award in question;
 - 4.6.2 the date on which a Rule 15 Event occurs;
 - 4.6.3 such date as may specified by the Committee in accordance with Rule 14.1.2; and
 - 4.6.4 where, following the Vesting Date of the Award, the Committee determines in its sole discretion that exceptional circumstances have arisen in relation to the Participant in question, such other date as the Committee may at that time specify.

5. Dividend Equivalent

- 5.1 On or prior to the Date of Grant of an Award, the Committee may determine that the relevant Participant (or his nominee) shall, on the Release of any Shares pursuant to that Award, be entitled to cash and/or additional Shares (as determined by the Committee) equal in value to the dividends that would have been paid on the Released Shares in relation to dividend record dates occurring during the period commencing on the Date of Grant and ending on the Vesting Date (or, where that Award (or the applicable part thereof) is subject to a Holding

Period following Vesting, the date such Holding Period expires). The Committee shall decide the basis on which the value of such dividends shall be calculated, which may assume the reinvestment of dividends. The Committee, acting fairly and reasonably, may decide to disapply this Rule 5.1 in relation to all or part of a special dividend which would otherwise be included under this Rule.

- 5.2 Payments of any cash and/or Shares pursuant to this Rule 5 shall be made at the same time, or as soon as practicable after, the Release of the Shares to which they relate and shall be subject to such deductions (on account of tax, NIC or similar liabilities) as may be required by law or as the Committee may reasonably consider to be necessary or desirable.

6. Restrictions and limitations - General

- 6.1 The Committee shall not grant an Award to any Eligible Employee except during a Permitted Grant Period.
- 6.2 No Award will be granted to a Participant:
- 6.2.1 who is not, at the proposed Date of Grant, an Eligible Employee; or
 - 6.2.2 who, at the proposed Date of Grant, has either given or received a notice of termination of employment; or
 - 6.2.3 at a time when such grant would be in breach of any Share Dealing Restrictions.
- 6.3 No Retention Award shall be granted to an Eligible Employee who is an executive director of the Company.
- 6.4 No Award shall be granted more than ten years after the Date of Approval.
- 6.5 No Award may be granted in excess of the limits in Rule 7. If the Committee attempts to grant an Award which causes any of those limits to be exceeded, that Award will be limited and take effect from its Date of Grant so that no such excess arises.
- 6.6 No Award may be granted to an executive director of the Company that does not comply with the Company's Directors' Remuneration Policy then in force.

7. Source of Shares and limits

Source of Shares

- 7.1 Unless specified to the contrary by the Committee at the Date of Grant, an Award may be satisfied:
- 7.1.1 by the allotment of new Shares; and/or
 - 7.1.2 by the transfer of Treasury Shares; and/or
 - 7.1.3 by the transfer of Shares (other than the transfer of Treasury Shares).

The Committee may decide to change the way in which it is intended that an Award may be satisfied after it has been granted, having regard to the remaining provisions of this Rule 7.

Company Limits

- 7.2 The maximum number of Shares which may on any day be Allocated under this Plan, when added to the number of Shares which have been Allocated in the immediately preceding period of 10 years under the Plan or under any other Employees' Share Scheme adopted by the Company, shall not exceed ten per cent (10%) of the Company's issued ordinary share capital immediately prior to that day.

7.3 The maximum number of Shares which may on any day be Allocated under this Plan, when added to the number of Shares which have been Allocated in the immediately preceding period of 10 years under the Plan or under any other Discretionary Share Scheme adopted by the Company, shall not exceed five per cent (5%) of the Company's issued ordinary share capital immediately prior to that day.

7.4 For the purposes of Rules 7.2 and 7.3:

7.4.1 Shares are Allocated:

- (i) when an option, conditional award or other contractual right to acquire unissued Shares or Treasury Shares is granted; and
- (ii) where Shares are issued or Treasury Shares are transferred otherwise than pursuant to an option, conditional award or other contractual right to acquire Shares, when those Shares are issued or Treasury Shares transferred;

7.4.2 any Shares which have been issued or which may be issued (or any Shares transferred out of treasury or which may be transferred out of treasury) to the Trustee to satisfy the exercise of any option, conditional award or other contractual right granted under any Employees' Share Scheme adopted by the Company shall be counted as Allocated unless they are already treated as Allocated under this Rule; and

7.4.3 for the avoidance of doubt, existing Shares other than Treasury Shares that are transferred or over which options, conditional awards or other contractual rights are granted shall not count as "Allocated".

7.5 For the purposes of the limits contained in Rules 7.2 and 7.3:

7.5.1 where:

- (i) any option, conditional award or other contractual right to acquire unissued Shares or Treasury Shares is released or lapses (whether in whole or in part); or
- (ii) after the grant of an option, conditional award or other contractual right the Committee either determines that it shall be satisfied by the transfer of existing Shares (other than Shares transferred out of treasury) or determines that it shall be satisfied in cash,

the unissued Shares or Treasury Shares which consequently cease to be subject to the option, conditional award or other contractual right from time to time or absolutely (as appropriate) shall not count as "Allocated";

7.5.2 the number of Shares Allocated in respect of an option that was exercised, or a conditional award or other contractual right that vested, on or prior to 8 January 2021 shall be equal to "A" in the following formula:

$$A = B \times ((11 / 13) \times (33 / 70) \times (2 / 3) \times (C / D))$$

Where:

B = the number of Shares that would have been Allocated in respect of that option, conditional award or other contractual right for the purposes of the limits contained in Rules 7.2 and 7.3 had this Rule 7.5.2 not applied;

C = the numerator specified by the Board for the purposes of implementing the share capital consolidation that was approved by an ordinary resolution of the Company's shareholders at the general meeting held on 23 May 2024;

and

D = the denominator specified by the Board for the purposes of implementing the share capital consolidation that was approved by an ordinary resolution of the Company's shareholders at the general meeting held on 23 May 2024.

7.5.3 the number of Shares Allocated in respect of an option that was exercised, or a conditional award or other contractual right that vested, after 8 January 2021 but on or before 15 May 2023 shall be equal to "A" in the following formula:

$$A = B \times ((33 / 70) \times (2 / 3) \times (C / D))$$

Where:

B = the number of Shares that would have been Allocated in respect of that option, conditional award or other contractual right for the purposes of the limits contained in Rules 7.2 and 7.3 had this Rule 7.5.3 not applied;

C = the same value as "C" in Rule 7.5.2 above; and

D = the same value as "D" in Rule 7.5.2 above;

7.5.4 the number of Shares Allocated in respect of an option that was exercised, or a conditional award or other contractual right that vested, after 15 May 2023 but on or before 5 October 2023 shall be equal to "A" in the following formula:

$$A = B \times ((2 / 3) \times (C / D))$$

Where:

B = the number of Shares that would have been Allocated in respect of that option, conditional award or other contractual right for the purposes of the limits contained in Rules 7.2 and 7.3 had this Rule 7.5.4 not applied;

C = the same value as "C" in Rule 7.5.2 above; and

D = the same value as "D" in Rule 7.5.2 above;

7.5.5 the number of Shares Allocated in respect of an option that was exercised, or a conditional award or other contractual right that vested, after 5 October 2023 but on or before 23 May 2024 shall be equal to "A" in the following formula:

$$A = B \times (C / D)$$

Where:

B = the number of Shares that would have been Allocated in respect of that option, conditional award or other contractual right for the purposes of the limits contained in Rules 7.2 and 7.3 had this Rule 7.5.5 not applied;

C = the same value as "C" in Rule 7.5.2 above; and

D = the same value as "D" in Rule 7.5.2 above;

7.5.6 subject to the provisions of Rule 7.5.2, 7.5.3, 7.5.4 and 7.5.5 above, the number of Shares Allocated in respect of an option, conditional award or other contractual right shall be such number as the Committee shall reasonably determine from time to time.

7.6 Treasury Shares shall cease to count as "Allocated" for the purposes of Rules 7.2 and 7.3 if,

in the opinion of the Committee, institutional investor guidelines cease to require such Shares to be so counted.

Individual Limits

- 7.7 No Award shall be granted to an Eligible Employee which would, at the Date of Grant, cause the total Market Value of Shares over which he has been granted Awards in respect of a single Financial Year to exceed the limit applicable to the Plan set out in the Company's Directors' Remuneration Policy then in force.
- 7.8 For the purposes of Rule 7.7, the Market Value of the Shares over which an Award is granted shall be calculated as at the Date of Grant of such Award as determined by the Committee for the purposes of Rule 3.3.2.

8. Vesting of Awards

Determination of Performance Conditions applicable to Performance Awards

- 8.1 As soon as reasonably practicable after the expiry of the Performance Period applicable to a Performance Award, the Committee shall determine whether such Performance Condition has been satisfied and shall determine the extent to which that Performance Award shall Vest in accordance with the remaining provisions of this Rule 8.

Time at which Vesting occurs

- 8.2 Subject to Rules 8.3, 8.4 and 10.5, an Award shall Vest on the later of:
- 8.2.1 its Normal Vesting Date; and
 - 8.2.2 in the case of a Performance Award, the date of the determination by the Committee pursuant to Rule 8.1.
- 8.3 Where the provisions of Rule 13.2 apply to an Award then, subject only to Rule 10.5:
- 8.3.1 in the case of a Retention Award, it shall Vest on the date specified in Rule 13.2; and
 - 8.3.2 in the case of a Performance Award, it shall Vest immediately on the date of the applicable determination by the Committee pursuant to Rule 8.1.
- 8.4 Where, prior to the Vesting of an Award, a Rule 15 Event occurs, it shall, subject only to Rule 10.5, Vest on the date specified in Rule 15.

Amount in respect of which an Award Vests

- 8.5 On the applicable Vesting Date, and save as provided in Rules 13.3, 15 and 16:
- 8.5.1 a Retention Award shall Vest in respect of all the Shares over which it then subsists; and
 - 8.5.2 a Performance Award shall Vest to the extent determined by the Committee pursuant to Rule 8.1.

Other provisions

- 8.6 If, in consequence of a determination by the Committee pursuant to Rule 8.1, an Award Vests (or will Vest) in respect of some but not all of the number of Shares over which it subsists, it shall thereupon lapse in respect of the balance of Shares over which it was held.

- 8.7 Any determination by the Committee pursuant to Rule 8.1 shall be final and binding on the relevant Participant who shall have no claim of any nature against the Company, any other Group Company or the Trustee in respect of such determination.

9. Consequences of Vesting

Conditional Awards

- 9.1 Following the Vesting of a Conditional Award, the Committee shall, subject to the provisions of Rules 10 and 16, procure that the Shares in respect of which it has Vested are Released to the relevant Participant within 30 days of the earliest of:
- 9.1.1 the Vesting Date (in the case of a Conditional Award that is not subject to any Holding Period(s)); and
- 9.1.2 the expiry of the applicable Holding Period (in all other cases).

Options

- 9.2 As soon as reasonably practicable after the Vesting of an Option, the Committee shall notify the Participant of such Vesting and the Participant shall be entitled to exercise his Option in accordance with the remaining provisions of this Rule 9.
- 9.3 Subject to Rules 10.5 and 10.8, an Option which has Vested may be exercised at any time after the earlier of:
- 9.3.1 the Notification Date (in the case of an Option that is not subject to any Holding Period(s)); and
- 9.3.2 the expiry of the applicable Holding Period (in all other cases).
- 9.4 An Option (or part thereof) which has Vested and become exercisable in accordance with Rule 9.3 may be exercised in whole or in part by the Participant giving a notice to the Company or any person nominated by the Company. The notice shall be given in such form or manner (which may, for the avoidance of doubt, comprise an electronic communication) not inconsistent with these Rules as the Committee may determine and, in the case of a Nominal Value Option, must be accompanied by the appropriate payment of the aggregate Exercise Price (or, if the Committee so allows, an undertaking to pay such aggregate Exercise Price). Such notice shall be effective on the date of its receipt by the Company or other duly appointed person and such date will constitute the date of exercise of the Option (or part thereof) PROVIDED THAT if any conditions must be fulfilled before an Option may be exercised, the delivery of the notice of exercise shall not be treated as effecting its exercise unless and until the Committee is satisfied that those conditions have been so fulfilled.
- 9.5 For the avoidance of doubt, no provision of this Plan shall be treated as giving a Participant the right to exercise any Option after the date on which it has lapsed in accordance with any other provision in these Rules.
- 9.6 Following the exercise of an Option (or part thereof) in accordance with Rule 9.4 the Committee shall, subject to the provisions of Rules 10 and 16, procure that the relevant Shares are Released within 30 days of the date of exercise. In the case of a partial exercise of an Option, the Committee may in consequence call in, endorse or cancel and reissue, as it considers appropriate, any Award Confirmation for the balance of the Shares over which the Option subsists.

10. Additional provisions relating to the Release of Shares and taxation of Awards

Release of Shares

- 10.1 The Release of all Shares (and the issue of a definitive share certificate or such other acknowledgement of shareholding as may be prescribed by the Committee from time to time) will be subject to all (if any) necessary consents of H.M. Treasury or other authorities under enactments or regulations for the time being in force and it shall be the responsibility of the Participant to comply with any requirements to be fulfilled in order to obtain or obviate the necessity for any such consent.
- 10.2 Subject to Rule 5, Shares which have been Released shall be transferred without the benefit of any rights attaching to the Shares by reference to a record date preceding the date of Release. Subject to Rule 10.9, Shares will be transferred free from any liens, charges or encumbrances.
- 10.3 The Company shall ensure that it has made arrangements (with the Trustee or otherwise) to procure the transfer of sufficient issued Shares or Treasury Shares or the allotment of sufficient new Shares to satisfy in full all Shares which are to be Released. The Company shall pay or procure that the Trustee or other transferee (as appropriate) pays the stamp duty (if any) on the transfer of issued Shares.
- 10.4 If and so long as Shares are listed on the London Stock Exchange, the Company shall apply for listing of any Shares issued in connection with the Plan as soon as practicable after the allotment thereof (if it has not already done so).
- 10.5 If, pursuant to any other provision of these Rules, the Vesting or exercise of an Award and/or Release of Shares would otherwise occur at a time when Share Dealing Restrictions apply to the relevant Participant, such Vesting, exercise and/or Release will be deferred until the first Dealing Day immediately following the date on which that Share Dealing Restriction ceases to apply to the Participant in question.

Taxation of Awards

- 10.6 Save as provided in Rule 10.3, any liability of a Participant to taxation or employee's NIC (or overseas equivalent) in respect of an Award shall be for the account of the relevant Participant.
- 10.7 The Release of Shares subject to an Award shall be conditional on the Participant complying with arrangements specified by the Company for the payment of Tax Liability (including without limitation the deduction of tax at source).
- 10.8 The Committee may, at its discretion, determine that the Release of Shares subject to a Conditional Award or the ability to exercise an Option shall be conditional on the Participant entering into:
 - 10.8.1 an election (a "**Restricted Securities Election**") under the terms of section 431(1) of ITEPA PROVIDED THAT the Committee may in its absolute discretion procure that any Restricted Securities Election entered into pursuant to this Rule 10.8.1 is varied or revoked; and/or
 - 10.8.2 an election pursuant to paragraph 3B of Schedule 1 of the Social Security Contributions and Benefits Act 1992 or such other agreement as may be necessary to assume the liability for any secondary Class 1 NIC ("**Employer's NIC**") arising in connection with the Award.
- 10.9 The Company may at its discretion make arrangements for the sale of some or all of the Shares to be Released to satisfy such Tax Liability.

- 10.10 Each Participant indemnifies the Company and every other member of the Group and the Trustee against any tax claim of whatever nature or any other liability or obligation incurred by the Company or any other member of the Group or the Trustee which relates to his or her Tax Liability.

11. Cash Alternative

- 11.1 At any time before any Shares have been Released in accordance with Rules 9.1 or 9.6 (as appropriate) in relation to an Award, the Committee may determine that, in substitution of the relevant Participant's 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 11.2 below) of that number of Shares in accordance with the following provisions of this Rule 11.
- 11.2 For the purposes of this Rule, the "**cash equivalent**" of a Share in respect of which a determination has been made by the Committee pursuant to Rule 11.1 shall be:
- 11.2.1 in the case of a Conditional Award, its Market Value on the date on which it would otherwise have been Released to the relevant Participant in accordance with Rule 9.1; and
 - 11.2.2 in the case of an Option, its Market Value on the date on which that Option is exercised.
- 11.3 Any amount payable to a Participant following a determination by the Committee pursuant to Rule 11.1 shall be paid by or on behalf of the Company on or as soon as reasonably practicable after the date on which the Shares to which the payment in question relates would otherwise have been Released to the relevant Participant in accordance with Rule 9.1 or 9.6 (as appropriate). For the avoidance of doubt, no amounts shall be paid under this Rule 11 in respect of any Withheld Shares where the right to receive such Withheld Shares has lapsed in accordance with Rule 14.1.1.
- 11.4 As soon as reasonably practicable after the Committee has determined pursuant to Rule 11.1 that a Participant shall be paid a sum in substitution for his right to acquire any number of Shares on the exercise of a Nominal Value Option then, where the Participant has paid the Exercise Prices for such Shares, the Company shall return, or procure the return, of such Exercise Prices to him.
- 11.5 There shall be deducted from any cash equivalent payable under this Rule 11 such amount (on account of tax or similar duties) as may be required by law or as the Committee may reasonably consider to be necessary or desirable.
- 11.6 This Rule 11 shall not apply in relation to an Award made to a Participant in any jurisdiction where the presence of Rule 11 would cause:
- 11.6.1 the grant of the Award to be unlawful or for it to fall outside any applicable securities law exclusion or exemption; or
 - 11.6.2 adverse tax or social security contribution consequences for the Participant or any Group Company, as determined by the Board.

12. Lapse of Awards

- 12.1 An Award (or, where applicable, the relevant part thereof) shall lapse and cease to exist upon the earliest of:
- 12.1.1 the tenth anniversary of its Date of Grant;
 - 12.1.2 in the case of a Performance Award, the date specified in Rule 8.6;

- 12.1.3 the Participant ceasing to be a director or employee of a Group Company before the Vesting of any Shares comprised in the Award, otherwise than in circumstances where Rule 13 applies;
 - 12.1.4 where applicable, any of the dates specified in Rules 13, 14 and 15;
 - 12.1.5 subject as provided in Rule 15, the commencement of the winding-up of the Company; and
 - 12.1.6 the Participant being deprived of the legal or beneficial ownership of the Award by operation of law, or doing or omitting to do anything which causes him to be so deprived.
- 12.2 A Participant shall not be treated for the purposes of these Rules as ceasing to be a director or employee of a Group Company until such time as he is no longer a director or employee of any Group Company. If any Participant ceases to be such a director or employee in circumstances where he retains a statutory right to return to work then he shall be treated as not having ceased to be such a director or employee until such time (if at all) as he ceases to have such a right to return to work while not acting as an employee or director.

13. Cessation of employment before the Vesting Date

General provisions

- 13.1 If a Participant ceases to be a director or employee of a Group Company before the Vesting of any Shares comprised in an Award by reason of:
- 13.1.1 death;
 - 13.1.2 injury or permanent disability (evidenced to the satisfaction of the Committee);
 - 13.1.3 the company by which he is for the time being employed ceasing to be Controlled by the Company or a sale by such company of its assets and undertaking in circumstances to which the Transfer of Undertakings (Protection of Employment) Regulations 2006 apply to transfer his employment to a purchaser from such company; or
 - 13.1.4 any other reason as determined by the Committee in its absolute discretion,

then the Award will not lapse by reason of such cessation and, unless the Committee determines that the provisions of Rule 13.2 shall apply, it will Vest (subject to Rule 13.3) in accordance with the provisions of Rule 8 as if there had been no cessation of employment or office.

Committee discretion to accelerate Vesting

- 13.2 If, before the Vesting Date of an Award, the Participant ceases to be a director or employee of a Group Company in any of the circumstances set out in Rules 13.1.1 to 13.1.4 (inclusive) and the Committee determines, at its sole discretion, that the provisions of this Rule 13.2 shall apply, then, on the later of:
- 13.2.1 the date of such cessation;
 - 13.2.2 the date of the Committee's determination; and
 - 13.2.3 such other date (if any) as the Committee may in its discretion specify (not being a date that is later than the Normal Vesting Date applicable to that Award),

the following provisions will apply to that Award:

- 13.2.4 in the case of a Retention Award, it will Vest immediately; and
- 13.2.5 in the case of a Performance Award, the Performance Period applicable thereto will end immediately and the provisions of Rule 8 relating to the Vesting of that Award will apply,

subject in both cases to the provisions of Rule 13.3.

Pro-rating of Awards

- 13.3 Where a Participant ceases to be a director or employee of a Group Company before the Vesting of his Award in any of the circumstances set out in Rule 13.1.1 to 13.1.4 (inclusive) the number of Shares to Vest (if any) shall, unless and to the extent that the Committee in its absolute discretion determines otherwise, be reduced in accordance with the provisions of Rule 13.4.
- 13.4 In determining the number of Shares to Vest when Rule 13.3 applies, the Committee shall apply the following formula:

$$X = \frac{A}{B} \times C$$

Where:

- X = the number of Shares (if any) to Vest rounded down to the nearest whole number;
- A = the number of days between the Date of Grant and the day on which the Participant ceased to be a director or employee of a Group Company (both days inclusive);
- B = the number of days between the Date of Grant and the Normal Vesting Date applicable to that Award (both dates inclusive); and
- C = the number of Shares (if any) that would have Vested in respect of the Award had such Participant not ceased to be a director or employee of a Group Company.

Lapse date of Options and continued application of Holding Periods

- 13.5 If the provisions of Rules 13.1 or 13.2 apply to an Award that is an Option, that Award will, to the extent unexercised, lapse twelve months (or such longer period as the Committee may specify) after the date on which it first becomes exercisable in accordance with these Rules PROVIDED THAT, if different parts of the Award become exercisable at different times, the twelve month (or longer) period referred to in this Rule shall begin on the last date on which any part of the Award first becomes so exercisable.
- 13.6 If the provisions of Rules 13.1 or 13.2 apply to an Award that was granted on terms that it would be subject to a Holding Period (or Holding Periods) following Vesting then, save where the Committee at its sole discretion determines otherwise prior to its Vesting Date, such Holding Period(s) shall continue to operate.

14. Cessation of employment after the Vesting Date

Awards that are subject to a Holding Period

- 14.1 If, at any time during which an Award is subject to a Holding Period, the Participant ceases to be a director or employee of a Group Company then, if such cessation occurs:
- 14.1.1 by reason of:
- (i) gross misconduct; or

- (ii) (if the Committee considers it appropriate in the particular circumstances) bankruptcy,

his right to receive or acquire any Withheld Shares to which such Holding Period relates shall lapse immediately; or

- 14.1.2 for any other reason, such Holding Period shall subsist and shall expire either (i) in accordance with these Rules as if there had been no cessation of office of employment; or (ii) on such earlier date (if any) as the Committee may at its sole discretion specify.
- 14.2 If the provisions of Rule 14.1.2 apply to an Award that is an Option, that Award will, to the extent unexercised, lapse twelve months (or such longer period as the Committee may specify) after the date on which it first becomes exercisable in accordance with these Rules PROVIDED THAT, if different parts of the Award become exercisable at different times, the twelve month (or longer) period referred to in this Rule shall begin on the last date on which any part of the Award first becomes so exercisable.

Lapse date of Options not subject to a Holding Period

- 14.3 If, at the time a Participant ceases to be a director or employee of a Group Company, he holds a Vested Option that is not subject to a Holding Period, that Award will, to the extent unexercised, lapse twelve months (or such longer period as the Committee may specify) after the date of such cessation.

15. Change of Control and Liquidation

Vesting of Awards on the occurrence of a Rule 15 Event

- 15.1 If, prior to the Vesting Date of an Award:
 - 15.1.1 a general offer is made to acquire the whole or part of the issued ordinary share capital of the Company (or such part thereof as is not then owned by the offeror or any company Controlled by the offeror and/or any persons acting in concert with the offeror) as a result of which the offeror (or any such companies and/or persons as aforesaid) gains Control of the Company; or
 - 15.1.2 a person becomes bound or entitled to acquire Shares under sections 979 to 982 or 983 to 985 (inclusive) of the Companies Act 2006; or
 - 15.1.3 under Part 26 of the Companies Act 2006 the Court sanctions a compromise or arrangement in connection with the acquisition of Shares; or
 - 15.1.4 a resolution is passed by the Company for the voluntary winding up of the Company (except for the purposes of a compromise or arrangement sanctioned by the Court under section 899 of the Companies Act 2006); or
 - 15.1.5 the Committee determines that the Company is or is expected to be affected by any demerger, dividend in specie, super dividend or other transaction which, in the opinion of the Committee, would affect the current or future value of that Award,

(in each case, a “**Rule 15 Event**”) then, save as specified in Rule 15.4:

 - 15.1.6 the Committee shall, as soon as reasonably practicable following that event, determine the number of Shares in respect of which such Award shall Vest having regard to such factors as it deems appropriate, which may include (without limitation):
 - (i) (in the case of a Performance Award), the extent to which any outstanding Performance Conditions have been satisfied as at the date of Rule 15 Event in question;

- (ii) (in the case of a Performance Award), the underlying financial performance of the Company in the period since the Date of Grant of the Award;
- (iii) the particular circumstances of the Rule 15 Event;
- (iv) the proportion of the period between the Date of Grant of the Award and its Normal Vesting Date that had expired at the date of such Rule 15 Event; and/or
- (v) the overall interests of the Company's shareholders;

15.1.7 such Vesting shall occur immediately on completion of that determination; and

15.1.8 if the Award was granted on terms that it would be subject to any Holding Period(s) following Vesting, such Holding Period(s) will be disappplied.

- 15.2 If, in consequence of a determination by the Committee pursuant to Rule 15.1.6, an Award (or part thereof) Vests in respect of some but not all of the number of Shares over which it subsists, it shall thereupon lapse in respect of the balance of Shares over which it was held.

Lapse of Awards following a Rule 15 Event

- 15.3 Awards will lapse at the end of the period of four weeks (or such longer period as the Committee may determine) following the occurrence of a Rule 15 Event, save where they have lapsed prior to that date in accordance with these Rules.

Grant of replacement Awards

- 15.4 Prior to the occurrence of any Rule 15 Event, the Committee in its discretion may require any Participant to relinquish his rights under his Award (the "**Old Award**") in consideration of the grant to him of new rights (the "**Replacement Award**") which, in the opinion of the Committee acting fairly and reasonably, are equivalent to the Old Award but which relate to shares in a different company.

- 15.5 Where, in accordance with Rule 15.4, the Committee determines that an Old Award should be released and a Replacement Award granted:

15.5.1 the Old Award shall not Vest under these Rules by virtue of the occurrence of the Rule 15 Event in question;

15.5.2 the relevant Rule 15 Event shall not result in the application of the provisions of Rule 4.6.2; and

15.5.3 if the relevant Participant refuses to relinquish his rights under his Old Award in consideration of the grant to him of the Replacement Award as required by the Committee, that Old Award shall lapse on the occurrence of the Rule 15 Event in question.

16. Malus and Clawback

Applicability of this Rule

- 16.1 This Rule 16 shall apply to all Awards unless and until the Company is subject to a Rule 15 Event and Awards are not exchanged for Replacement Awards under Rule 15.4.

Malus before Vesting

- 16.2 The Committee may decide at any time before the Vesting Date of an Award held by a Participant (the "**relevant individual**"), that the number of Shares subject to the Award shall

be reduced (including, if appropriate, reduced to zero) if:

- 16.2.1 it 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 having been granted over a higher number of Shares than would have been the case had that misstatement not been made; or
- 16.2.2 it forms the view that the number of Shares over which the Award was granted was based on any other kind of error or on the basis of any information or assumption that the Committee subsequently discovers to have been inaccurate or misleading for any reason and which resulted either directly or indirectly in the Award having been granted over a higher number of Shares than would otherwise have been the case.
- 16.2.3 it forms the view that the relevant individual's employment with the Group could have been summarily terminated by reason of gross misconduct; or
- 16.2.4 a corporate failure of the Group has arisen which results in the appointment of a liquidator or administrator and which, in the reasonable opinion of the Committee, is attributable (in whole or in part) to the conduct of the Company's management team,

PROVIDED THAT the circumstances set out in Rules 16.2.3 and 16.2.4 shall only be capable of being applied in respect of the following Awards:

- 16.2.5 any Award granted on or after 1 January 2020; and
- 16.2.6 any Award held by Simon Thomson, James Smith, Eric Hathon or Paul Mayland which (i) was granted prior to 1 January 2020; and (ii) was outstanding on that date.

For the avoidance of doubt, the circumstances set out in Rules 16.2.1 and 16.2.2 shall be capable of being applied in respect of any Award, irrespective of its Date of Grant.

Any reduction of an Award pursuant to this Rule 16.2 shall take effect immediately prior to the Award Vesting unless the Committee determines that it shall take effect at such earlier time as it decides.

Clawback following Vesting

- 16.3 The Committee may decide at any time within three years from the expiry of the Performance Period applicable to a Performance Award that the individual to whom that Award was granted (the "**relevant individual**") shall be subject to Clawback if:
 - 16.3.1 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 Vesting to a greater degree than would have been the case had that misstatement not been made; or
 - 16.3.2 the Committee forms the view that in assessing any Performance Condition and/or any other condition imposed on 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 Vesting to a greater degree than would otherwise have been the case; or
 - 16.3.3 the relevant individual ceases to be a director or employee of a Group Company as a result of gross misconduct on the part of that individual or the Committee is of the view that the relevant individual's employment with the Group could have been summarily terminated by reason of gross misconduct; or

- 16.3.4 a corporate failure of the Group has arisen which results in the appointment of a liquidator or administrator and which, in the reasonable opinion of the Committee, is attributable (in whole or in part) to the conduct of the Company's management team,

PROVIDED THAT the circumstances set out in Rules 16.3.3 and 16.3.4 shall only be capable of being applied in respect of the following Awards:

- 16.3.5 any Award granted on or after 1 January 2020; and
- 16.3.6 any Award granted to Simon Thomson, James Smith, Eric Hathon or Paul Mayland which (i) was granted prior to 1 January 2020; and (ii) Vests (or Vested) on or after 1 January 2020.

For the avoidance of doubt, the circumstances set out in Rules 16.3.1 and 16.3.2 shall be capable of being applied in respect of any Award, irrespective of its Date of Grant.

Amount to be subject to Clawback

- 16.4 Where Rule 16.2 and/or 16.3 applies, the Committee shall determine the amount to be subject to Clawback on such basis as it decides PROVIDED THAT:
- 16.4.1 where Rule 16.2.1, 16.2.2, 16.3.1 and/or 16.3.2 applies, such amount will, unless the Committee otherwise specifies, be all or part of the additional value which the Committee considers has been granted to, Vested and/or received by the relevant individual as referred to in those Rules; and
- 16.4.2 if the relevant individual is required to repay all or part of such additional value pursuant to Rule 16.8 then the Committee may consider whether that amount should take into account any income tax and NICs (or overseas equivalent) paid by the relevant individual and any possibility of him reclaiming such income tax and NICs (or overseas equivalent).

Satisfaction of the Clawback

- 16.5 Where Rule 16.2 applies, the Clawback shall be satisfied as set out in that Rule.
- 16.6 Where Rule 16.3 applies, the Clawback shall be satisfied as set out in Rules 16.7 and/or 16.8.
- 16.7 The Committee may reduce (including, if appropriate, reducing to zero) any of the following elements of the remuneration of the relevant individual:
- 16.7.1 the amount of any future bonus which would, but for the operation of the Clawback, be payable to the relevant individual under any bonus plan operated by any Group Company; and/or
- 16.7.2 the extent to which any subsisting Awards held by the relevant individual Vests notwithstanding the extent to which any Performance Condition and/or any other condition imposed on any such Award has been satisfied; and/or
- 16.7.3 the number of Shares that are Released on the expiry of the Holding Period(s) applicable to any subsisting Conditional Award, notwithstanding the extent to which that Award has previously Vested;
- 16.7.4 the number of Shares subject to any Vested but unexercised Option;
- 16.7.5 the extent to which any rights to acquire Shares granted to the relevant individual under any Employees' Share Scheme (other than the Plan, any deferred bonus plan not approved by the Company's shareholders and any tax-advantaged share plan that is intended to comply with any of Schedules 2 to 5 of ITEPA) operated by any Group Company vest or become exercisable notwithstanding the extent to

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

- 16.7.6 the number of Shares subject to any vested but unexercised right to acquire Shares granted to the relevant individual under any Employees' Share Scheme (other than the Plan, any deferred bonus plan not approved by the Company's shareholders and any tax advantaged share plan that is intended to comply with any of Schedules 2 to 5 of ITEPA) operated by any Group Company.
- 16.8 The Committee may require the relevant individual to pay to such Group Company as the Committee may direct, and on such terms as the Committee may direct (including, but without limitation, 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 Company), such amount as is required for the Clawback to be satisfied in full.

Timing of effect of Clawback

- 16.9 Any reduction made pursuant to Rule 16.7.2 and/or 16.7.5 above shall take effect immediately prior to the Award Vesting or the right vesting or becoming exercisable (as applicable) unless the Committee decides on a different time for such reduction to take effect.
- 16.10 Any reduction made pursuant to Rules 16.7.3, 16.7.4 and/or 16.7.6 shall take effect at such time as the Committee decides.

Reduction in Awards to give effect to clawback provisions in other plans

- 16.11 The Committee may decide at any time to reduce the number of Shares subject to an Award (including, if appropriate, reduced to zero) to give effect to a clawback provision of any form contained in any incentive plan (other than the Plan) or any bonus plan operated by any Group Company. The value of the reduction shall be in accordance with the terms of the clawback 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.

17. Adjustment of Awards

- 17.1 Upon the occurrence of an Issue or Reorganisation (other than one in respect of which the Committee has made a determination for the purposes of Rule 15.1.5):
- 17.1.1 the number and/or nominal value of Shares comprised in each Award; and
- 17.1.2 subject to Rule 17.2, the Exercise Price in respect of any Award that is a Nominal Value Option,
- may be adjusted by the Committee in such a manner as it, in its reasonable opinion, considers to be fair and appropriate.
- 17.2 Apart from pursuant to this Rule 17.2, no adjustment under Rule 17.1 above may have the effect of reducing the Exercise Price in respect of a Nominal Value Option to less than the nominal value of a Share. Where a Nominal Value Option subsists over both issued and unissued Shares any such adjustment may only be made if the reduction of the Exercise Price of such Options over both issued and unissued Shares can be made to the same extent. Any such adjustment made to the Exercise Price of Options over unissued Shares shall only be made 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 exercisable exceeds the adjusted Exercise Price and to apply such sum in paying up such amount on such Shares 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.
- 17.3 Notice of any adjustments made pursuant to Rule 17.1 may be given to the Participants by the Committee.

18. Administration

- 18.1 The Committee shall have power from time to time to make and vary such regulations (not being inconsistent with these Rules) for the implementation and administration of the Plan as it thinks fit.
- 18.2 Any notice or other communication to be given by the Company to any Eligible Employee or Participant under or in connection with the Plan may be:
 - 18.2.1 delivered by electronic means and it shall be deemed to have been received upon confirmation of such delivery (or, if no such confirmation is received, at 9am on the next Business Day after sending); or
 - 18.2.2 personally delivered or sent by ordinary post to his last known address and where a notice or communication is sent by post it shall be deemed to have been received 48 hours after the same was put into the post properly addressed and stamped.
- 18.3 Share certificates and other communications sent by post will be sent at the risk of the Eligible Employee or Participant concerned and the Company shall have no liability whatsoever to any such person in respect of any notification, document, Share certificate or other communication so given, sent or made.
- 18.4 Unless the Committee specifies otherwise, any notice to be given to the Company shall be delivered or sent to the Company at its registered office and shall be effective upon receipt.
- 18.5 The Company may distribute to Participants copies of any notice or document normally sent by the Company to the holders of Shares.
- 18.6 If any Award Confirmation shall be worn out, defaced or lost, it may be replaced on such evidence being provided as the Committee may require.
- 18.7 The costs of introducing and administering the Plan may be borne by the Group Companies in such proportions as the Committee shall determine.

19. General

- 19.1 The decision of the Committee in any dispute or question concerning the construction or effect of the Plan or any other questions arising in connection with the Plan shall be final and conclusive.
- 19.2 The Plan shall terminate upon the earlier of (i) the tenth anniversary of the Date of Approval or (ii) the date on which the Board resolves to terminate the Plan, in which event no further Awards shall be granted but the provisions of the Plan shall continue in full force and effect in relation to Awards then subsisting.
- 19.3 Nothing in the Plan or in any instrument executed pursuant to it will confer on any person any right to continue in employment, nor will it affect the right of any Group Company to terminate the employment of any person without liability at any time with or without cause, nor will it impose upon the Board, the Committee or any other person any duty or liability whatsoever (whether in contract or otherwise) in connection with:
 - 19.3.1 the lapsing of any Award pursuant to the Plan;
 - 19.3.2 the failure or refusal to exercise any discretion under the Plan;
 - 19.3.3 the interpretation of any provision of the Plan by the Committee; and/or
 - 19.3.4 a Participant ceasing to hold office or employment for any reason whatever.

- 19.4 Awards shall not (except as may be required by taxation law) form part of the emoluments of individuals or count as wages or remuneration for pension or other purposes.
- 19.5 Any person who ceases to be an officer or employee with any Group Company as a result of the termination of his office or employment for any reason and however that termination occurs, whether lawfully or otherwise, shall not be entitled and shall be deemed irrevocably to have waived any entitlement by way of damages for dismissal or by way of compensation for loss of office or employment or otherwise to any sum, damages or other benefits to compensate that person for the loss or alteration of any rights, benefits or expectations in relation to any Award, the Plan or any instrument executed pursuant to it.
- 19.6 Participants shall have no rights to compensation or damages from any Group Company on account of any loss in respect of Awards or the Plan where such loss arises (or is claimed to arise), in whole or in part, from:
- 19.6.1 any company ceasing to be a Group Company; or
 - 19.6.2 the transfer of any business from a Group Company to any person who is not a Group Company.
- 19.7 No Group Company shall be obliged to notify any Participant if an Award is due to lapse.
- 19.8 Nothing in the Plan shall be deemed to give any Eligible Employee any right to participate in the Plan. A Participant shall not have any right to be granted Awards, whether or not he has previously been granted any.
- 19.9 The formation, existence, construction, performance, validity and all aspects whatsoever of this Scheme and all Awards granted or purported to be granted hereunder (including non-contractual disputes or claims) shall be governed by the laws of Scotland.
- 19.10 The courts of Scotland shall have exclusive jurisdiction to settle any disputes (including non-contractual disputes or claims), which may arise out of or in connection with this Scheme or any Awards granted or purported to be granted hereunder.

20. Amendments to these Rules

- 20.1 Subject as provided in the rest of this Rule 19.9, these Rules may be amended by resolution of the Committee from time to time in any manner.
- 20.2 Subject as provided in Rule 20.4, where any amendment to these Rules would materially abrogate or adversely affect the subsisting rights of a Participant, it will not be effective unless such amendment is made with the consent in writing of the Participant in question.
- 20.3 Subject as provided in Rule 20.4, no amendments shall be made to:
- 20.3.1 the class of Eligible Employees;
 - 20.3.2 the maximum entitlement of any Participant;
 - 20.3.3 the limits on the number of Shares which are subject to the Plan;
 - 20.3.4 the basis for determining a Participant's entitlement to and the terms of Shares or cash to be provided under the Plan;
 - 20.3.5 the adjustment of Awards in the event of an Issue or Reorganisation; and
 - 20.3.6 this Rule 19.9,

which are to the advantage of Participants (present or future) without the previous sanction of the Company in general meeting.

- 20.4 The Committee may make any minor amendments to the Rules without the approval of the Company in general meeting or the consent of Participants to:
- 20.4.1 benefit the administration of the Plan; or
 - 20.4.2 comply with or take account of a change in legislation; or
 - 20.4.3 obtain or maintain favourable tax, exchange control or regulatory treatment of any Participant or Group Company.
- 20.5 No amendment shall be made which is to the disadvantage of, or places an obligation on, the Trustee without the prior written consent of the Trustee to such amendments.

21. Data protection

The Company, a Participant's employing company (if different) and the Trustee will, from time to time, collect, hold and process the Participant's personal information for the purposes of the administration of the Plan. The Company, the employing company or the Trustee (as the case may be) will not use such personal information for any purpose other than the administration of the Plan (which shall include the provision of related information to any potential purchaser of the Company) unless the relevant Participant's consent to that use is obtained.

SCHEDULE

Part 1 – Cash Conditional Awards

The Rules of the Capricorn Energy PLC Long Term Incentive Plan (2017) shall apply to a right (a **"Cash Conditional Award"**) to receive a cash sum granted or to be granted under this Part 1 of the Schedule (**"Part 1"**) as if it was a Conditional Award, except as set out herein. Where there is any conflict between the Rules and this Part 1, the terms of this Part 1 shall prevail.

1. The Committee may grant or procure the grant of a Cash Conditional Award.
2. Each Cash Conditional Award shall relate to a given number of notional Shares.
3. On the date on which notional Shares would otherwise have been Released to the Participant in accordance with the Rules, he shall instead be entitled to a cash sum equal to the Market Value of those Shares on that day.
4. The cash sum payable under this Part 1 shall be paid by the employer of the Participant as soon as practicable after the date referred to in paragraph 3 above, net of any deductions (on account of tax or similar liabilities) as may be required by law or as the Committee may consider necessary or desirable.
5. For the avoidance of doubt, a Cash Conditional Award shall not confer any right on the holder of such an Award to receive Shares or any interest in Shares.