

THE RANK GROUP PLC

THE RANK GROUP PLC 2021 RECOVERY INCENTIVE SCHEME

Adopted by the board of the Company on 18 August 2021

Approved by shareholders of the Company on [] 2021

The Plan is a discretionary plan operated by the Company for selected employees. Its main purpose is to increase the interest of the employees in the Company's long-term business goals and performance through share ownership.

Shares purchased or received under the Plan, any cash received under the Plan and any gains obtained under the Plan are **not** part of salary for any purpose except to any extent required by statute.

The remuneration committee of the board of the Company shall have the right to decide, in its sole discretion, whether or not awards will be granted and to which employees those awards will be granted.

The detailed rules of the Plan are set out overleaf.

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1. DEFINITIONS AND INTERPRETATION

1.1 In the Plan, unless the context otherwise requires:

"Applicable Laws" means the Listing Rules published by the Financial Conduct Authority, the City Code on Takeovers and Mergers, the Market Abuse Regulation (EU) 596/2014 or any other relevant UK or overseas regulation or enactment;

"Award" means a Conditional Award;

"Board" means the board of directors of the Company or a duly authorised committee of that board;

"Cessation" means a Participant giving notice of termination of employment to their employing Group Member or receiving notice of termination of employment from their employing Group Member or a Participant ceases to be an employee of a Group Member for any other reason, except where:

- (a) the Participant will, upon the notice of such termination taking effect or on ceasing to be an employee of a Group Member, become an employee of any other Group Member; or
- (b) the Participant retains a statutory right to return to work.

"Committee" means the remuneration committee of the Board or, on and after the occurrence of a corporate event described in Rule 11 (*Takeovers and other corporate events*), the remuneration committee of the Board as constituted immediately before that event;

"Company" means The Rank Group Plc (registered in England and Wales with registered number 03140769);

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

"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 business;

"Early Vesting Date" means either:

- (a) the later of:
 - (i) the date a Participant ceases employment in circumstances referred to in Rule 10.1 (*Good leavers before the Normal Vesting Date*); and
 - (ii) early determination of any Performance Condition by reason of that Cessation; or
- (b) the date of the relevant event in Rule 11.1 (*General offers*) or Rule 11.2 (*Schemes of arrangement and winding up*) or the date of Vesting referred to in Rule 11.3 (*Demergers and other events*);

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

"Executive Director" means an executive director of the Company;

"Executive Director 2021 Award" means an Award granted as soon as practicable following the date the Plan is approved by shareholders to an Executive Director which shall be split

equally into two tranches, Tranche 1 and Tranche 2 over Shares with a market value of up to 100% of the Participant's salary determined in accordance with Rule 4.6 (*Individual limit*);

"Grant Date" means the date on which an Award is granted;

"Group Member" means:

- (a) a Participating Company or a body corporate which is the Company's holding company (within the meaning of section 1159 of the Companies Act 2006) or a Subsidiary of the Company's holding company;
- (b) a body corporate which is a subsidiary undertaking (within the meaning of section 1162 of the Companies Act 2006) of a body corporate within paragraph (a) above and has been designated by the Board for this purpose; and
- (c) any other body corporate in relation to which a body corporate within paragraph (a) or (b) above is able (whether directly or indirectly) to exercise 20% or more of its equity voting rights and has been designated by the Board for this purpose;

"HKSE" means the Hong Kong Stock Exchange operated by Hong Kong Exchanges and Clearing Limited;

"HKSE Listing Rules" the rules governing the listing of securities on HKSE;

"Holding Period" means the period starting on the date on which an Award Vests and ending on the earliest of the dates specified in Rule 7.3 (*Expiry of the Holding Period*) during which a Participant is required not to sell, transfer, assign or dispose of their Net Vested Shares in accordance with Rule 7 (*Holding Period*);

"ITEPA" means the Income Tax (Earnings and Pensions) Act 2003;

"London Stock Exchange" means London Stock Exchange plc or any successor to that company;

"Net Vested Shares" means the Vested Shares acquired or received by a Participant on Vesting of an Award during the Holding Period, less: (a) a number of Shares with an aggregate market value on the date of Vesting equal to the Participant's Tax Liability arising on that event; or (b) if the Vested Shares are sold to satisfy that Tax Liability, the number of Vested Shares sold;

"Normal Vesting Date" means the date on which an Award would ordinarily Vest under Rule 5.1 (*Timing of Vesting: Normal Vesting Date*);

"Normal Vesting Period" means the period commencing on the Grant Date and ending on the date determined under Rule 3.2(d);

"Parent Company" means Guoco Group Limited (incorporated in Bermuda with company number 15590);

"Participant" means a person who holds an Award, including their personal representatives;

"Participating Company" means the Company or any Subsidiary of the Company;

"Performance Condition" means a condition (or conditions) related to performance which is specified by the Committee under Rule 3.2(c);

"Plan" means The Rank Group Plc 2021 Recovery Incentive Scheme as amended from time to time;

"Plan Limits" the limits on the number of unissued Shares and, subject to Rule 4.5, treasury Shares, that may be "allocated" in respect of the Plan as set out in Rules 4.1, 4.2, 4.3 and 4.4;

"Recovery and Withholding" means a withholding of, or an obligation to repay, amounts referred to in Rule 13.3 (*Amount to be subject to Recovery and Withholding*);

"Relevant Event" means any one, or any combination, of;

- (a) a material misstatement in the financial results of the Company; and/or
- (b) an act of gross misconduct by the Participant (or former Participant as relevant) that takes place before an Award Vests but which only comes to light after the Award Vests; and/or
- (c) any calculation in connection with the Award or any assessment of any Performance Condition and/or any other condition imposed on the Award was based on an error, or on inaccurate or misleading information or assumptions; and/or
- (d) a material loss to the Group or a material deterioration in Group profits which is inconsistent with the performance of the gaming industry; and/or
- (e) the Company or the relevant business unit for which the Participant works (or worked) suffers material damage to its business or reputation which, in the determination of the Committee, is at least partly due to a failure in the management of the Company or relevant business unit; and/or
- (f) the Company has suffered an instance of corporate failure which has resulted in the appointment of a liquidator or administrator or resulted in the Company reaching a compromise arrangement with its creditors;

"Rule" means a rule of the Plan;

"Senior Executive 2021 Award" means an Award granted as soon as practicable following the date the Plan is approved by the Board to a senior executive other than to an Executive Director over Shares with a market value of up to 50% of the Participant's salary determined in accordance with Rule 4.6 (*Individual limit*);

"Shares" means fully paid ordinary shares in the capital of the Company;

"Subsidiary" means a body corporate which is a subsidiary (within the meaning of section 1159 of the Companies Act 2006);

"Tax Liability" means any amount of tax or social security contributions for which a Participant would or may be liable and for which any Group Member or former Group Member would or may be obliged to (or would or may suffer a disadvantage if it were not to) account to any relevant authority;

"Tranche 1" means 50% of any Executive Director 2021 Award with a Normal Vesting Date one year after the Grant Date;

"Tranche 2" means 50% of any Executive Director 2021 Award with a Normal Vesting Date two years after the Grant Date;

"**Vest**" means a Participant becoming entitled to have Shares transferred to them, subject to the Rules and **Vesting** shall be construed accordingly; and

"**Vested Shares**" means those Shares in respect of which an Award Vests.

1.2 Any reference in the Plan to any enactment includes a reference to that enactment as from time to time modified, extended or re-enacted.

1.3 Expressions in italics and headings are for guidance only and do not form part of the Plan.

2. **ELIGIBILITY**

An individual is eligible to be granted an Award only if they are an employee (including an Executive Director) of a Participating Company. Each Participant shall not be granted more than one (1) Award.

3. **GRANT OF AWARDS**

3.1 **Terms of grant**

Subject to Rule 3.5 (*Timing of grant*), Rule 3.6 (*Approvals and consents*) and Rule 4 (*Limits*), the Committee may resolve to grant an Award on:

- (a) the terms set out in the Plan; and
- (b) any additional terms (whether a Performance Condition and/or any other terms) that the Committee proposes,

to any person who is eligible to be granted an Award under Rule 2 (*Eligibility*).

3.2 **Committee determinations**

The Committee shall (or may, as appropriate) determine:

- (a) whether the Award is:
 - (i) an Executive Director 2021 Award; or
 - (ii) a Senior Executive 2021 Award;
- (b) the number of Shares over which the Award is granted;
- (c) the Performance Condition and any other additional conditions (if any) applicable to the Award; and
- (d) the date (or dates) to be specified for the purposes of Rule 5.1(a) (*Timing of Vesting: Normal Vesting Date*) provided that:
 - (i) if the Award is an Executive Director 2021 Award, for Tranche 1 it shall be the first anniversary of the Grant Date and for Tranche 2 it shall be the second anniversary of the Grant Date save that in the event of material delay in granting such Award the Committee may specify such earlier date as it considers appropriate to offset the delay at its discretion; and
 - (ii) if the Award is a Senior Executive 2021 Award, it shall be the second anniversary of the Grant Date save that in the event of material delay in granting such Award the

Committee may specify such earlier date as it considers appropriate to offset the delay at its discretion.

Each of the determinations noted in paragraphs (a) to (d) in this Rule 3.2 shall be made by the Committee on or before the Award's Grant Date save that, at the discretion of the Committee, a Performance Condition proposed for an Award may instead be determined (or finalised as relevant) by the Committee within six months of the Award's Grant Date. Where such aforementioned discretion in respect of determining a Performance Condition is used, the related Award shall not be capable of Vesting to any extent (if at all) under the Plan or its Performance Condition until all details of its Performance Condition are determined by the Committee.

3.3 Method of grant

An Award shall be granted by deed executed by the Company, or in such other manner as the Committee determines.

3.4 Method of satisfying Awards

Unless specified to the contrary by the Committee on the Grant Date and subject to Rule 8 (*Cash Alternative*), an Award may be satisfied:

- (a) by the issue of new Shares; and/or
- (b) by the transfer of treasury Shares; and/or
- (c) 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 provisions of Rule 4 (*Limits*).

3.5 Timing of grant

No Award may be granted under the Plan until the Plan is approved by the Company's shareholders in general meeting other than an Award to be satisfied by transfer of Shares (other than the transfer of treasury Shares).

Subject to Rule 3.6 (*Approvals and consents*), an Award may only be granted thereafter:

- (a) within the period of 6 weeks commencing on the date on which the Plan is approved by shareholders;
- (b) within the period of 6 weeks beginning with the dealing day after the date on which the Company announces its results for any period; or
- (c) at any other time when the Committee considers that circumstances are sufficiently exceptional to justify its grant,

but an Award may not be granted after [] [] 2022 (that is, the expiry of a one year period beginning with the date on which the Plan is adopted by the Company).

3.6 Approvals and consents

The grant of any Award shall be subject to obtaining any approval or consent required under any Applicable Laws and any share dealing code of the Company.

3.7 **Non-transferability and bankruptcy**

An Award granted to any person:

- (a) shall not be transferred, assigned, charged or otherwise disposed of (except on their death to their personal representatives) and shall lapse immediately on any attempt to do so; and
- (b) shall lapse immediately if they are declared bankrupt (unless the Committee determines otherwise).

4. **LIMITS**

4.1 **5 per cent. in 10 years limit**

An Award shall not be granted in any calendar year if, at the time of its proposed Grant Date, it would cause the number of Shares allocated (as defined in Rule 4.3 (*Meaning of "allocated"*))) in the period of 10 calendar years ending with that calendar year under the Plan and under any other executive share plan (i.e. only discretionary share plans and not including all-employee plans) 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.

4.2 **10 per cent. in 10 years limit**

An Award shall not be granted in any calendar year if, at the time of its proposed Grant Date, it would cause the number of Shares allocated (as defined in Rule 4.3 (*Meaning of "allocated"*))) in the period of 10 calendar years ending with that calendar year under the Plan and under any other employee share plan (i.e. all types of employee share plans: discretionary, all-employee or otherwise) 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.

4.3 **Meaning of "allocated" for the purposes of Plan Limits**

For the purpose of the Plan Limits:

- (a) Shares are allocated:
 - (i) when an option, award or other contractual right to acquire unissued Shares or treasury Shares is granted;
 - (ii) where Shares are issued or treasury Shares are transferred otherwise than pursuant to an option, award or other contractual right to acquire Shares, when those Shares are issued or treasury Shares transferred;
- (b) 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 any trustees to satisfy the exercise of any option, award or other contractual right granted under any employee share plan shall count as allocated unless they are already treated as allocated under this Rule; and
- (c) for the avoidance of doubt, existing Shares other than treasury Shares that are transferred or over which options, awards or other contractual rights are granted shall not count as allocated.

4.4 Post-grant events affecting numbers of "allocated" Shares

For the purposes of Rule 4.3 (*Meaning of "allocated" for the purposes of Plan Limits*):

(a) where:

- (i) any option, 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, award or other contractual right the Committee determines that:
 - (aa) it shall be satisfied wholly or partly by the payment of cash; or
 - (bb) it shall be satisfied wholly or partly by the transfer of existing Shares (other than Shares transferred out of treasury)

the unissued Shares or treasury Shares which consequently cease to be subject to the option, award or other contractual right shall not count as allocated; and

(b) the number of Shares allocated in respect of an option, award or other contractual right shall be such number as the Board shall reasonably determine from time to time.

4.5 Changes to investor guidelines

Treasury Shares shall cease to count as allocated Shares for the purposes of Rule 4.3 (*Meaning of "allocated" for the purposes of Plan Limits*) if institutional investor guidelines cease to require them to be so counted.

4.6 Individual limit

The maximum total market value of Shares (calculated as set out in this Rule 4.6) over which Awards may be granted to an Executive Director is 100% of their salary, and to a senior executive (other than an Executive Director) is 50% of their salary.

Furthermore, an employee may not be granted an Award in respect of unissued Shares if such grant (together with any other Award granted in the preceding 12 months) would entitle that employee to acquire a number of unissued Shares under the Plan that represents more than 1% of the ordinary share capital of the Company from time to time unless such Award (or relevant portion thereof) is made subject to the approval of the shareholders of the Parent Company in accordance with the HKSE Listing Rules.

For the purpose of this Rule 4.6:

- (a) an employee's **salary** shall be their base salary (excluding benefits in kind), expressed as an annual rate payable by the Participating Companies to them on the Grant Date (or any earlier date that the Committee determines). Where a payment of salary is made in a currency other than sterling, the payment shall be treated as equal to the equivalent amount of sterling determined by using any rate of exchange which the Committee reasonably selects; and
- (b) the **market value** of the Shares over which an Award is to be granted shall ordinarily be taken to be an amount equal to the closing middle-market quotation of such Shares (as derived from the London Stock Exchange Daily Official List) on the last Dealing Day before the Grant Date, or the average of the closing middle market quotations during a

period determined by the Committee of up to 5 days ending with the last Dealing Day before the Grant Date provided such Dealing Day(s) do not fall within any period when dealing in Shares is prohibited under the Company's share dealing code.

4.7 **Effect of limits**

Any Award shall be limited and take effect to comply with the limits in this Rule 4.

4.8 **Restriction on use of unissued Shares and treasury Shares**

No Shares may be issued or treasury Shares transferred to satisfy the Vesting of any Conditional Award to the extent that such issue or transfer would cause the number of Shares allocated (as defined in Rule 4.3(*Meaning of "allocated"*)) and adjusted under Rule 4.4 (*Post-grant events affecting numbers of "allocated" Shares*)) to exceed the limit in Rule 4.1 (*5 per cent. in 10 years limit*) and Rule 4.2 (*10 per cent. in 10 years limit*) except where there is a variation of share capital of the Company which results in the number of Shares so allocated exceeding such limit solely by virtue of that variation.

5. **VESTING OF AWARDS**

5.1 **Timing of Vesting: Normal Vesting Date**

Subject to Rule 5.4 (*Restrictions on Vesting: regulatory and tax issues*) and the terms of the Plan, an Award shall Vest on the later of:

- (a) its Normal Vesting Date determined under Rule 3.2(d); and
- (b) if any Performance Condition and any other condition has been imposed on the Vesting of the Award, the date on which the Committee determines whether or not it has been wholly or partly satisfied,

except where earlier Vesting occurs under Rule 10 (*Leavers*) or Rule 11 (*Takeovers and other corporate events*) and provided that, if the Vesting of the Award under this Rule 5 would otherwise occur on a day which is not a Dealing Day, the Award will Vest on the first Dealing Day immediately following such date unless otherwise determined by the Committee.

5.2 **Extent of Vesting**

Subject to Rule 5.3 (*Adjustments to extent of Vesting*), an Award shall only Vest to the extent:

- (a) that any Performance Condition is satisfied over the applicable period;
- (b) that any other term imposed on its Vesting permits;
- (c) in relation to Vesting before the Normal Vesting Date, in accordance with Rules 10.3 (*Leavers: reduction in number of Vested Shares*) and 11.5 (*Corporate events: reduction in number of Vested Shares*); and
- (d) any operation of the Recovery and Withholding provisions permits.

Where, under Rule 10 (*Leavers*) or Rule 11 (*Takeovers and other corporate events*), an Award would (subject to satisfying any Performance Condition) Vest before the end of the full period over which performance would be measured under any Performance Condition then, unless provided to the contrary by the Performance Condition, the extent to which the Performance

Condition has been satisfied shall be determined by the Committee on such reasonable basis as it decides.

5.3 **Adjustments to extent of Vesting**

Notwithstanding any other provision of the Plan, and irrespective of whether and to what extent any Performance Condition attached to an Award has been satisfied, the Committee may at any time prior to the settlement of an Award and at its discretion:

- (a) reduce (including to nil, if appropriate) or increase the extent to which an Award would otherwise Vest or remain Vested under Rule 5.2 (*Extent of Vesting*); and/or
- (b) impose any other condition on the Vesting of an Award,

where the Committee determines that exceptional circumstances exist which mean that the Vesting of such Award, or the extent to which such Award would otherwise Vest under Rule 5.2 (*Extent of Vesting*), would be inappropriate taking into account such factors as it considers relevant (including, but not limited to, the overall performance of the Company, any Group Member or the relevant Participant who holds the Award).

5.4 **Restrictions on Vesting: regulatory and tax issues**

An Award shall not Vest unless and until the following conditions are satisfied:

- (a) the Vesting of the Award, and the issue, transfer or sale of Shares on (or shortly after) Vesting, would be lawful and comply with Applicable Laws and any share dealing code of the Company;
- (b) if a Tax Liability would arise by virtue of such Vesting and the Board decides that such Tax Liability shall not (or cannot) be satisfied by the sale of Shares pursuant to Rule 5.6 (*Payment of Tax Liability*), then the Participant must have entered into arrangements acceptable to the Board that the relevant Group Member will receive the amount of such Tax Liability;
- (c) to the extent required by the Committee on or prior to the Grant Date, the Participant has entered into such arrangements as the Committee requires (and where permitted in the relevant jurisdiction) to satisfy a Group Member's liability to social security contributions in respect of the Vesting of the Award; and
- (d) where the Committee requires, the Participant has entered into, or agreed to enter into, a valid election under Part 7 of ITEPA (*Employment income: elections to disapply tax charge on restricted securities*) or any similar arrangement in any overseas jurisdiction.

For the purposes of this Rule 5.4, references to a Group Member include any former Group Member.

5.5 **Tax Liability before Vesting**

If a Participant will, or is likely to, incur any Tax Liability before the Vesting of an Award then that Participant must enter into arrangements acceptable to any relevant Group Member to ensure that it receives the amount of such Tax Liability. If no such arrangement is made, the Participant shall be deemed to have authorised the Company to sell or procure the sale on their behalf of sufficient of the Vested Shares subject to their Award to ensure that the relevant Group Member receives the amount required to discharge the Tax Liability.

For the purposes of this Rule 5.5, references to a Group Member include any former Group Member.

5.6 **Payment of Tax Liability**

The Participant authorises the Company to sell or procure the sale of sufficient Vested Shares on or following the Vesting of their Award on their behalf to ensure that any relevant Group Member or former Group Member receives the amount required to discharge the Tax Liability which arises on Vesting except to the extent that the Board decides that all or part of the Tax Liability shall be funded in a different manner.

6. **CONSEQUENCES OF VESTING**

On or as soon as reasonably practicable after the Vesting of a Conditional Award, the Board shall, subject to Rule 5.6 (*Payment of Tax Liability*) and any arrangement made under Rules 5.4(b) and 5.4(c), transfer or procure the transfer of the Vested Shares to the Participant.

7. **HOLDING PERIOD**

This Rule 7 shall apply to Shares acquired or delivered on the Vesting or exercise of an Executive Director 2021 Award granted to a Participant.

7.1 **Restrictions on the sale, transfer, disposal and assignment of Net Vested Shares**

Subject to Rule 7.2 (*Permitted transfers during the Holding Period*) below, a Participant to which this Rule 7 applies is required:

- (a) to hold their Net Vested Shares during the applicable Holding Period in accordance with such terms and conditions that the Committee may impose from time to time, which may include their Net Vested Shares being held by a nominee appointed by the Company;
- (b) not to sell, transfer, assign or dispose of any interest in their Net Vested Shares until the expiry of the applicable Holding Period;
- (c) if, during the applicable Holding Period, they acquire any additional Shares by virtue of holding Net Vested Shares during the Holding Period, those additional Shares shall also be held subject to the terms of this Rule 7 as they apply to the original Net Vested Shares unless the Committee, in its discretion, determines otherwise; and
- (d) to execute any other document required by the Committee at any time to give effect to the restrictions under this Rule 7.

For the avoidance of doubt, Net Vested Shares shall not be subject to any risk of forfeiture during the Holding Period other than to satisfy Recovery and Withholding or in accordance with Rule 7.4 (*Additional forfeiture/lapse provisions*).

7.2 **Permitted transfers during the Holding Period**

Subject to the prior approval of the Committee, the Participant may, during the Holding Period, 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 (the "**transferee**"), provided that the transferee has agreed to comply with this Rule 7, 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.

The Committee may 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 terms and conditions that the Committee specifies.

7.3 **Expiry of the Holding Period**

The Holding Period shall expire on the earliest of:

- (a) the later of six months following the Normal Vesting Date as determined in accordance with Rule 3.2(d)(i) and the announcement of the results for the six month period commencing immediately prior to the Normal Vesting Date;
- (b) the date of an event under Rule 11.1 (*General offers*) or 11.2 (*Schemes of arrangement and winding up*) (excluding an internal reorganisation under Rule 11.4 (*Internal reorganisations*)); and
- (c) the death of the Participant.

Net Vested Shares shall cease to be subject to any restrictions under this Rule 7 once the Holding Period has expired.

7.4 **Additional forfeiture/lapse provisions**

Notwithstanding any other provision of these Rules, where either the Participant:

- (a) breaches their service agreement / employment contract (as applicable) during the Holding Period; or
- (b) a Cessation occurs during the Holding Period and the Participant, in an executive capacity, joins a competitor of or is otherwise engaged in an entity or activity that competes with the business of the Group

then their Net Vested Shares subject to the Holding Period shall be forfeited for nil consideration at such time and on such terms as the Committee determines (and the Participant shall execute such document as required of them by the Committee for such purpose).

For the purposes of this Rule references to Participant shall be taken to also refer to former Participant.

7.5 **Interaction with the Company's share ownership guidelines**

Nothing in this Rule 7 shall remove and/or reduce any additional requirements that may apply to the Participant under the Company's share ownership guidelines.

8. **CASH ALTERNATIVE**

8.1 **Committee determination**

Where a Conditional Award Vests and Vested Shares have not yet been allotted or transferred to the Participant, the Committee may determine that, in substitution for their right to acquire any number of Vested Shares as the Committee decides (but in full and final satisfaction of their right to acquire those Shares), they shall be paid a sum equal to the cash equivalent (defined in Rule 8.3 (*Cash equivalent*)) of that number of Shares in accordance with this Rule 8.

8.2 Limitation on the use of this Rule

Rule 8.1 shall only ordinarily be used in exceptional circumstances or in connection net settlement arrangements and shall not apply in relation to an Award made to a Participant in any jurisdiction where the presence of Rule 8.1 would cause:

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

provided that this Rule 8.2 shall only apply if its application would prevent the occurrence of a consequence referred to in (a) or (b) above.

8.3 Cash equivalent

For the purpose of this Rule 8, the cash equivalent of a Share is the market value of a Share on the day when the Award Vests.

Market value on any day shall be determined as follows:

- (a) if on the day of Vesting or exercise, Shares are quoted in the London Stock Exchange Daily Official List, the closing middle-market quotation of a Share, as derived from that List, on that day; or
- (b) if Shares are not so quoted, such value of a Share as the Committee reasonably determines.

8.4 Payment of cash equivalent

As soon as reasonably practicable after the Committee has determined under Rule 8.1 that a Participant shall be paid a sum in substitution for the right to acquire any number of Vested Shares the Company shall pay to them or procure the payment to them of that sum in cash.

8.5 Deductions

There shall be deducted from any payment under this Rule 8 any amounts (on account of tax or similar liabilities) required by law or as the Board may reasonably consider to be necessary or desirable.

9. LAPSE OF AWARDS

An Award shall lapse:

- (a) in accordance with the Rules; or
- (b) to the extent it does not Vest.

10. LEAVERS

10.1 Good leavers before the Normal Vesting Date

If a Cessation occurs before the Normal Vesting Date of an Award due to:

- (a) the Participant's death;

- (b) the Participant's ill-health, injury or disability (evidenced to the satisfaction of the Committee);
- (c) the Participant's redundancy (within the meaning of the Employment Rights Act 1996 or applicable local law equivalent);
- (d) the Participant's retirement with the agreement of the Committee;
- (e) the Participant's office or employment being either with a company which ceases to be a Group Member or relating to a business or part of a business which is transferred to a person who is not a Group Member; or
- (f) in any other circumstances where the Committee determines that this Rule 10.1 shall apply in relation to the Award,

then, subject to Rule 5.1 (*Timing of Vesting: Normal Vesting Date*) and Rule 5.4 (*Restrictions on Vesting: regulatory and tax issues*), that Award shall Vest on the Normal Vesting Date unless the Committee determines it shall Vest on the Early Vesting Date.

In either case, Vesting may be subject to any additional conditions that the Committee specifies and Rule 10.3 (*Leavers: reduction in number of Vested Shares*) shall apply.

10.2 Cessation of employment in other circumstances

If a Cessation occurs for any reason other than those specified in Rules 10.1 (*Good leavers before the Normal Vesting Date*), any Award held by the relevant Participant shall lapse immediately regardless of whether that Cessation was lawful or unlawful.

10.3 Leavers: reduction in number of Vested Shares

Where this Rule 10.3 applies, the Committee shall determine the number of Vested Shares of the relevant Award by applying:

- (a) any Performance Condition and any other condition imposed on the Vesting of the Award; and
- (b) a pro rata reduction to the number of Shares determined under Rule 10.3(a) based on the period starting on the Grant Date and ending on the date of Cessation relative to the Normal Vesting Period (unless the Committee, acting fairly and reasonably, decides that a lesser (or no) reduction is appropriate, in which case it may increase the number of Vested Shares to such higher number as it decides provided that number does not exceed the number of Shares determined under Rule 10.3(a)).

If an Award Vests under any of Rules 11.1 (*General offers*) to 11.3 (*Demergers and other events*) following a Cessation of the relevant Participant then this Rule 10.3 shall take precedence over Rule 11.5 (*Corporate events: reduction in number of Vested Shares*).

To the extent that an Award is reduced in accordance with this Rule 10.3, it will lapse and become incapable of Vesting in respect of the relevant number of Shares by which it is reduced.

11. TAKEOVERS AND OTHER CORPORATE EVENTS

11.1 General offers

If any person (or group of persons acting in concert):

- (a) obtains Control of the Company as a result of making a general offer to acquire Shares; or
- (b) having obtained Control of the Company makes such an offer and such offer becomes unconditional in all respects,

then, subject to Rule 11.4 (*Internal reorganisations*) subject to Rule 5.4 (*Restrictions on Vesting: regulatory and tax issues*), all Awards shall Vest on the date of that event if they have not then Vested and Rule 11.5 (*Corporate events: reduction in number of Vested Shares*) shall apply.

11.2 Schemes of arrangement and winding up

If:

- (a) a compromise or arrangement is sanctioned by the Court under section 899 of the Companies Act 2006 in connection with or for the purposes of a change in Control of the Company; or
- (b) the Company passes a resolution for a voluntary winding up of the Company; or
- (c) an order is made for the compulsory winding up of the Company,

all Awards shall, subject to Rule 5.4 (*Restrictions on Vesting: regulatory and tax issues*) and Rule 11.4 (*Internal reorganisations*), Vest on the date of that event if they have not then Vested and Rule 11.5 (*Corporate events: reduction in number of Vested Shares*) shall apply.

11.3 Demergers and other events

If a demerger, special dividend or other material corporate event (the "**Event**") is proposed which, in the opinion of the Committee, would affect the market price of Shares to a material extent or operation of the Plan, then the Committee may, at its discretion, decide that either Rule 12 (*Adjustment of Awards*) or the following provisions shall apply:

- (a) the Committee shall, as soon as reasonably practicable after deciding to apply these provisions, notify a Participant that, subject to earlier lapse under Rule 10 (*Leavers*), their Award Vests if it has not already Vested and Rule 10 (*Leavers*), be exercised on such terms as the Committee may determine and during such period preceding the Event or on the Event as the Committee may determine;
- (b) if an Award Vests conditional upon the Event and such Event does not occur, then the conditional Vesting shall not be effective and the Award shall continue to subsist; and
- (c) if an Award Vests under this Rule 11.3, the date of that Vesting shall be the Early Vesting Date and the provisions of Rule 11.5 (*Corporate events: reduction in number of Vested Shares*) shall apply.

11.4 Internal reorganisations

If:

- (a) a company (for the purposes of this Rule 11.4, the "**Acquiring Company**") is expected to obtain Control of the Company as a result of an offer referred to in Rule 11.1 (*General offers*) or a compromise or arrangement referred to in Rule 11.2(a); and

- (b) at least 75% of the shares in the Acquiring Company are expected to be held by substantially the same persons who were shareholders in the Company immediately before the obtaining of that Control,

then the Committee, with the consent of the Acquiring Company, may decide that an Award shall not Vest under Rule 11.1 (*General offers*) or Rule 11.2 (*Schemes of arrangement and winding up*) but shall be automatically surrendered in consideration for the grant of a new award which the Committee determines is equivalent to the Award (including as to any Performance Condition) it replaces except that it will be over shares in the Acquiring Company or some other company.

The Rules will apply to any new award granted under this Rule 11.4 as if references to Shares were references to shares over which the new award is granted and references to the Company were references to the company whose shares are subject to the new award.

11.5 Corporate events: reduction in number of Vested Shares

If an Award Vests under any of Rules 11.1 (*General offers*) to 11.3 (*Demergers and other events*), the Committee shall determine the number of Vested Shares of that Award by applying:

- (a) any Performance Condition and any other condition imposed on the Vesting of the Award; and
- (b) subject to Rule 10.3 (*Leavers: reduction in number of Vested Shares*), a pro rata reduction to the number of Shares determined under Rule 11.5(a) based on the period starting on the Grant Date and ending on the Early Vesting Date relative to the Normal Vesting Period,

unless the Committee, acting fairly and reasonably, decides that the reduction under Rule 11.5(b) is inappropriate in which case it may increase the number of Vested Shares to such higher number as it decides provided that number does not exceed the number of Shares determined under Rule 11.5(a).

12. ADJUSTMENT OF AWARDS

12.1 General rule

In the event of:

- (a) a variation of the share capital of the Company; or
- (b) a demerger, special dividend or other similar event which affects the market price of Shares to a material extent,

the Committee may make such adjustments as it considers appropriate under Rule 12.2 (*Method of adjustment*).

12.2 Method of adjustment

An adjustment made under this Rule shall be made to one or more of:

- (a) the number of Shares comprised in an Award; and
- (b) where any Award has Vested but no Shares have been transferred or allotted after such Vesting, the number of Shares which may be so transferred or allotted.

13. RECOVERY AND WITHHOLDING

13.1 Applicability of Recovery and Withholding

This Rule 13 shall apply to Awards regardless of any other provisions of the Plan.

13.2 Events that lead to Recovery and Withholding

The Committee may decide at any time prior to the third anniversary of the date on which an Award Vests that the individual to whom the Award was granted (the "**Relevant Individual**") shall be subject to Recovery and Withholding in relation to such Award if one or more Relevant Event occurs and/or is discovered prior to such anniversary date.

13.3 Amount to be subject to Recovery and Withholding

The Committee shall determine the amount to be subject to Recovery and Withholding on such basis it determines appropriate.

For such purposes this may include for example reference to all or part of the value which the Committee considers has been granted or vested because of a Relevant Event or otherwise under the Award.

13.4 Satisfaction of the Recovery and Withholding

In order to satisfy the Recovery and Withholding, the Committee may:

- (a) reduce (including 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 Recovery and Withholding, be payable to them under any bonus plan operated by any Group Member; and/or
 - (ii) the number of Shares subject to any subsisting award (either unvested or vested but unexercised, as relevant) held by them under any deferred bonus plan operated by any Group Member; and/or
 - (iii) the number of Shares subject to any subsisting Award and/or other award (either unvested or vested but unexercised, as relevant) held by them under the Plan or any other employees' share plan or share award arrangement notwithstanding the extent to which any performance condition and/or any other condition imposed on the relevant award has been satisfied; and/or
- (b) 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 or withheld from the Relevant Individual's salary or from any other payment to be made to them by any Group Member), such amount as is required for the Recovery and Withholding to be satisfied in full.

Any reduction made pursuant to Rule 13.4(a) shall be made at such time or times as the Committee determines appropriate and, in the case of unvested awards, shall be at the time they would otherwise ordinarily vest unless the Committee decides otherwise.

13.5 Reduction in Awards to give effect to recovery and withholding provisions in other plans

The Committee may decide at any time to reduce the number of Shares subject to an Award (including reducing to zero) to give effect to recovery and/or withholding provisions of any form and/or name contained in any incentive plan or bonus plan operated by any Group Member. The reduction shall be in accordance with the terms of the relevant provisions or, in the absence of any such term, on such basis as the Committee, acting fairly and reasonably, decides is appropriate.

14. ALTERATIONS

14.1 General rule on alterations

Except as described in Rule 14.2 (*Shareholder approval*) and Rule 14.4 (*Alterations to disadvantage of Participants*) the Committee may at any time alter the Plan or the terms of any Award.

14.2 Shareholder approval

Except as described in Rule 14.3 (*Exceptions to shareholder approval*), no alteration to the advantage of an individual to whom an Award has been or may be granted shall be made under Rule 14.1 (*General rule on alterations*) to the provisions concerning:

- (a) eligibility;
- (b) the individual limits on participation;
- (c) the overall limit on the issue of Shares or the transfer of treasury Shares;
- (d) the basis for determining a Participant's entitlement to, and the terms of, Shares or cash provided under the Plan;
- (e) the adjustments that may be made in the event of any variation of capital; and
- (f) the terms of this Rule 14.2,

without the prior approval by ordinary resolution of the members of the Company in general meeting.

14.3 Exceptions to shareholder approval

Rule 14.2 (*Shareholder approval*) shall not apply to:

- (a) any minor alteration to benefit the administration of the 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; or
- (b) any alteration relating to the Performance Condition made under Rule 14.5 (*Alterations to a Performance Condition*).

14.4 Alterations to disadvantage of Participants

No alteration to the material disadvantage of Participants (other than a change to any Performance Condition) shall be made under Rule 14.1 (*General rule on alterations*) unless:

- (a) the Board has invited every relevant Participant to indicate whether or not they approve the alteration; and
- (b) the alteration is approved by a majority of those Participants who have given such an indication.

14.5 Alterations to a Performance Condition

The Committee may amend any Performance Condition without prior shareholder approval if:

- (a) an event has occurred which causes the Committee reasonably to consider that it would be appropriate to amend the Performance Condition;
- (b) the altered Performance Condition will not be materially less challenging 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.

15. MISCELLANEOUS

15.1 Employment

The rights and obligations of any individual under the terms of their office or employment with any Group Member shall not be affected by their participation in the Plan or any right which they may have to participate in it. An individual who participates in the Plan waives any and all rights to compensation or damages in consequence of the termination of their office or employment for any reason whatsoever insofar as those rights arise or may arise from them ceasing to have rights under an Award as a result of such termination. Participation in the Plan shall not confer a right to continued employment upon any individual who participates in it. The grant of any Award does not imply that any further Award will be granted nor that a Participant has any right to receive any further Award.

15.2 Disputes

In the event of any dispute or disagreement as to the interpretation of the Plan, or as to any question or right arising from or relating to the Plan, the decision of the Committee shall be final and binding upon all persons.

15.3 Exercise of powers and discretion

The exercise of any power or discretion by the Committee shall not be open to question by any person and a Participant or former Participant shall have no rights in relation to the exercise of or omission to exercise any such power or discretion.

15.4 Share rights

All Shares allotted under the Plan shall rank equally in all respects with Shares then in issue except for any rights attaching to them by reference to a record date before the date of the allotment.

Where Vested Shares are transferred, Participants shall be entitled to all rights attaching to those Shares by reference to a record date on or after the date of such transfer.

15.5 Notices

Any notice or other communication under or in connection with the Plan may be given:

- (a) by personal delivery or by sending the same by first class post, in the case of a company to its registered office, and in the case of an individual to their last known address, or, where a director or employee of a Group Member, either to their last known address or to the address of the place of business at which the employee performs the whole or substantially the whole of the duties of their office or employment;
- (b) in an electronic communication to their usual business address or such other address for the time being notified for that purpose to the person giving the notice; or
- (c) by such other method as the Board determines.

Any such notice shall be deemed to have been received (i) if delivered by hand, at the time the notice is left at the proper address; (ii) if sent by first class post, at 9.00 am on the second business day after posting; (iii) if sent by email, at the time of transmission, or, if this time falls outside business hours in the place of receipt, when business hours resume (and for these purposes, business hours means 9.00am to 5.00pm on a business day in the place of receipt); and (iv) if sent by any other method determined by the Board, on the fifth business day after it has been sent.

15.6 Third parties

No third party has any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Plan.

15.7 Benefits not pensionable

Benefits provided under the Plan shall not be pensionable.

15.8 Data Protection

Personal data relating to Participants and any individuals who may be eligible to participate in the Plan may be collected, processed and transferred for any purpose relating to the operation of the Plan in compliance with any Applicable Laws and any data privacy notice and/or policies of any Group Member in force from time to time.

15.9 International Plans

The Committee or the Board, as relevant, may at any time by resolution and without seeking further shareholder approval establish further plans or sub-plans (outside the Plan) for overseas territories, governed by rules similar to these Rules but modified to take account of local tax, exchange control or securities laws, provided that any Shares made available under such further plans are treated as counting against the limits on individual and overall participation in the Plan.

15.10 Governing law

The Plan and all Awards shall be governed by and construed in accordance with the laws of England and Wales and the Courts of England and Wales have exclusive jurisdiction to hear any dispute (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation.

APPENDIX

CASH CONDITIONAL AWARDS

The Rules of the Plan shall apply to a right (a "**Cash Conditional Award**") to a receive a cash sum granted under this Appendix as if it was a Conditional Award, except as modified by the terms set out in this Appendix. Where there is any conflict between the Rules and this Appendix I, the terms of this Appendix shall prevail.

1. The Committee may (ordinarily only in exceptional circumstances) 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 Vesting of the Cash Conditional Award the holder of that Cash Conditional Award shall be entitled to a cash sum which shall be equal to the "**Cash Value**" of the notional Vested Shares, where the Cash Value of a notional Share is the market value of a Share on the date of Vesting of the Cash Conditional Award. For the purposes of this Appendix I, the market value of a Share on any day shall be determined in accordance with Rule 8.3 (*Cash equivalent*).
4. Rule 8.5 (*Deductions*) shall apply to any sum payable under paragraph 3 above.
5. For the avoidance of doubt, a Cash Conditional Award shall not confer any right on its holder to receive Shares or any interest in Shares.