

Approval Draft: 25.06.24

Rules of the Auto Trader 2024 Deferred Bonus Plan

Approved by shareholders on [19 September] 2024

Adopted by the board of the Company on [] 2024

Expiry date [19 September] 2034

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1. DEFINITIONS AND INTERPRETATION

1.1 In this Plan, unless otherwise stated, the words and expressions below have the following meanings:

"Award" means a Conditional Award or a Nil-Cost Option;

"Board" means, subject to rule 11.6, the board of the Company or any committee or person duly authorised by the board, or any duly appointed successor body;

"Bonus" means the bonus (if any) earned by an Eligible Employee pursuant to a bonus plan operated by any Group Member;

"Company" means Auto Trader Group plc registered in England and Wales under number 9439967;

"Conditional Award" means a right to receive Shares at no cost to the Participant subject to the rules of the Plan;

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

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

"Dealing Restrictions" means restrictions imposed by the Company's share dealing code, the Listing Rules, the MAR or any other laws or regulations that impose restrictions on share dealing;

"Deferred Bonus" means the amount of Bonus which is to be delivered in the form of an Award under rule 2, which will be determined by the Board, in its absolute discretion;

"Eligible Employee" means an employee (including an executive director) or former employee (including a former executive director) of the Company or any of its Subsidiaries;

"FCA" means the United Kingdom Financial Conduct Authority, or any successor body;

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

"Grant Period" means the period of 42 days beginning on:

- a) the day on which the Company's directors' remuneration policy is approved by shareholders;
- b) the day on which the Bonus is determined;
- c) the first Dealing Day after the day on which the Company makes an announcement of its results for any period; or
- d) any day on which the Board resolves that exceptional circumstances exist which justify the grant of Awards;

unless the Company is restricted from granting Awards under the Plan during the periods specified above as a result of any Dealing Restrictions, in which case the relevant Grant Period will be 42 days commencing on the Dealing Day after such Dealing Restrictions are lifted;

"Group Member" means the Company, any Subsidiary of the Company, any company which is (within the meaning of section 1159 of the Companies Act 2006) the Company's holding company or a Subsidiary of the Company's holding company or, if the Board so determines, any body corporate in relation to which the Company is able to exercise at least 20% of the equity voting rights and **"Group"** will be construed accordingly;

"Internal Reorganisation" means where immediately after a change of Control of the Company, all or substantially all of the share capital of the acquiring company is owned directly or indirectly by the persons who were shareholders in the Company immediately before the change of Control;

"Listing Rules" means the FCA's listing rules, as amended from time to time;

"MAR" means the EU Market Abuse Regulation 596/2014 and any associated EU Regulation to the extent each is incorporated into the law of the United Kingdom by virtue of section 3 of the European Union (Withdrawal) Act 2018 and as amended by any instrument related to their incorporation into the law of the United Kingdom;

"Nil-Cost Option" means a right to acquire Shares subject to the rules of the Plan for nil cost or for a Nominal Exercise Price;

"Nominal Exercise Price" means an exercise price per Share equal to the nominal value of a Share from time to time;

"Normal Vesting Date" means the date on which an Award will normally Vest, which will be the second anniversary of the Grant Date unless the Board determines otherwise on or before the Grant Date;

"Participant" means any person who holds an Award or following their death, their personal representatives;

"Plan" means the Auto Trader 2024 Deferred Bonus Plan as amended from time to time;

"Recovery Period" means, subject to rule 6.6, the period beginning on the first day of the period over which the Bonus in respect of which an Award was granted was earned and ending on the third anniversary of the Grant Date, or such other period determined by the Board on or before the Grant Date;

"Relevant Liability" means any tax, social security contributions, levy, charge or other payroll deductions required by law arising out of or in connection with an Award for which the Participant is liable (or which may be recovered from the Participant) and for which any Group Member or former Group Member is obliged to pay or account to any relevant authority, or any reasonable estimate thereof;

"Share" means an ordinary share in the Company;

"Shareholding Requirement" means any requirement, guideline or policy determined by the Board from time to time pursuant to which a person must hold Shares either during their office or employment with a Group Member or following their ceasing to hold office or employment with a Group Member;

"Subsidiary" has the meaning given by section 1159 of the Companies Act 2006;

"Trustee" means the trustee or trustees for the time being of any employee benefit trust, the beneficiaries of which include Eligible Employees; and

"Vest" means:

- a) in relation to a Conditional Award, the point at which a Participant becomes entitled to receive the Shares; and
- b) in relation to a Nil-Cost Option, the point at which it becomes capable of exercise,

and **"Vesting"** and **"Vested"** will be construed accordingly.

1.2 References in the Plan to:

- 1.2.1 any statutory provisions or regulations are to those provisions as amended or re-enacted from time to time;
- 1.2.2 the singular include the plural and vice versa; and
- 1.2.3 the masculine include the feminine and vice versa.

1.3 Headings do not form part of the Plan.

2. GRANT OF AWARDS

- 2.1 The Board may, during the Grant Period, grant an Award to an Eligible Employee, subject to the rules of the Plan and such additional terms as the Board may determine.
- 2.2 An Award may be divided into distinct tranches with different Normal Vesting Dates, and, if so, the rules of the Plan will be construed as if each tranche itself were a separate Award.
- 2.3 The grant of an Award will be subject to obtaining any approval or consent required by the FCA (or other relevant authority), any Dealing Restrictions and any other applicable laws or regulations (whether in the United Kingdom or overseas).
- 2.4 An Award may only be granted to an Eligible Employee who has earned a Bonus part of which is to be delivered in the form of an Award.
- 2.5 An Award will be granted over such number of Shares as have a market value equal to the Deferred Bonus at the Grant Date.
- 2.6 For the purposes of rule 2.5, the "market value" of a Share:
 - 2.6.1 shall be determined by the Board;

- 2.6.2 will normally be determined by reference to the value of a Share at the date the Award is granted; and
- 2.6.3 may be based on an average of Share prices over a period of up to three months.
- 2.7 To the extent any Award exceeds the limit in rule 2.5 it will be scaled back in such manner as the Board may determine.
- 2.8 Awards must be granted by deed as soon as reasonably practicable after the Grant Date, Participants must be notified of the terms of their Award, including the Vesting period, the Normal Vesting Date, any additional terms imposed by the Board in accordance with rule 2.1 and, in the case of a Nil-Cost Option, whether it has a Nominal Exercise Price.
- 2.9 A Participant may be required to accept an Award in such form as the Board reasonably requires and, if the Board has not received (or waived the right to require) such acceptance on or before the date that is three months after the Grant Date:
 - 2.9.1 the Award may not Vest; and
 - 2.9.2 the Board may determine that the Award will lapse.
- 2.10 No Award may be granted under the Plan after the tenth anniversary of the date on which the Plan was approved by shareholders.

3. RESTRICTIONS ON TRANSFER AND BANKRUPTCY

- 3.1 An Award must not be transferred, assigned, charged or otherwise disposed of in any way (except in the event of the Participant's death, to their personal representatives) and will lapse immediately on any attempt to do so.
- 3.2 An Award will lapse immediately if the Participant is declared bankrupt, or if the Participant is outside the United Kingdom, any analogous event occurs.

4. DIVIDEND EQUIVALENTS

- 4.1 The Board may decide before the delivery of Shares in satisfaction of an Award, that the Participant will receive an amount (in cash and/or additional Shares) equal in value to any dividends that would have been paid on those Shares on such terms and over such period (ending no later than the date on which the Award Vests) as the Board may determine. This amount may assume the reinvestment of dividends (on such basis as the Board may determine) and may exclude or include special dividends.

5. PLAN LIMITS

- 5.1 The Board must not grant an Award which would cause the number of Shares allocated under the Plan, and under any other employee share plan adopted by the Company, to exceed such number of Shares as represents ten per cent of the ordinary share capital of the Company in issue.
- 5.2 The Board must not grant an Award that would cause the number of Shares allocated on a discretionary basis under the Plan and under any other employee share plan adopted by the

Company to exceed such number as represents five per cent of the ordinary share capital of the Company in issue. The Board may determine that any operation of an employee share plan is or is not discretionary taking into account such factors as it considers relevant.

5.3 Subject to rules 5.4 and 5.5, in determining the limits set out in rules 5.1 and 5.2, Shares are treated as allocated if, on any day, they have been newly issued by the Company or transferred from treasury to satisfy an option, award or other right granted during the period of ten years before that day (an "**award**"), or in the case of such an award in respect of which Shares are yet to be delivered, if the Board intends that new Shares will be issued or that Shares from treasury will be transferred and for these purposes the number of Shares allocated includes:

5.3.1 Shares that have been issued or may be issued to any Trustee; and

5.3.2 Shares that have been or may be transferred from treasury to any Trustee,

and in either case for the Trustee to then transfer to satisfy an award (unless these Shares have already been counted under this rule).

5.4 The Board may determine that Shares transferred from treasury will cease to count as allocated for the purposes of rule 5.3 if guidelines published by one or more institutional investor representative bodies no longer require such Shares to be counted.

5.5 The number of Shares allocated does not include:

5.5.1 Shares that were allocated to satisfy awards to the extent that such awards have lapsed, been relinquished or been satisfied in cash; and

5.5.2 existing Shares other than treasury Shares which are transferred or to which an award relates.

5.6 If the Board purports to grant one or more Awards which are inconsistent with the limits in this rule 5, each such Award will be reduced as determined by the Board and will take effect from the Grant Date in respect of the reduced number of Shares save to the extent that the Board determines that any such Award shall be satisfied in a way which is not inconsistent with any limit in this rule 5.

5.7 The Board may make such adjustments to the method of assessing the limits set out in rules 5.1 and 5.2 as it considers appropriate in the event of any variation of the Company's share capital.

6. REDUCTION AND RECOVERY

6.1 Notwithstanding any other rule of the Plan, this rule 6 applies to each Award and will continue to apply after the cessation of a Participant's office or employment with a Group Member for any reason, whether or not any termination is lawful.

Action that may be taken to give effect to recovery and withholding provisions

6.2 The Board may, where rule 6.4 or 6.5 applies,:

- 6.2.1 impose further conditions on an Award; or
 - 6.2.2 reduce (including to nil) the number of Shares to which an Award relates, at any time before the end of the Recovery Period in respect of such Award.
- 6.3 If Shares and/or cash have been delivered in Satisfaction of an Award, the Board may, where rule 6.4 applies:
- 6.3.1 require a Participant to make a cash payment to the Company in respect of some or all of the Shares or cash delivered to them under the Award; and/or
 - 6.3.2 require a Participant to transfer for nil consideration some or all of the Shares delivered to them under the Award,
- at any time before the end of the Recovery Period in respect of an Award, and the Board will determine the basis on which the amount of cash or Shares is calculated including whether and if so to what extent to take account of any tax or social security liability applicable to the Award.

Triggers to the application of reduction and recovery provisions

- 6.4 The Board may take any of the actions set out in rule 6.2 or 6.3 if the Board determines that any of the following circumstances have occurred or exist before the end of the Recovery Period:
- 6.4.1 a material misstatement of any Group Member's financial statements;
 - 6.4.2 an error in assessing a performance condition applicable to the Bonus in respect of which the Award was granted or the information or assumptions on which the Award was granted or Vested;
 - 6.4.3 a material failure of risk management in any Group Member or a relevant business unit;
 - 6.4.4 serious reputational damage to any Group Member or a relevant business unit;
 - 6.4.5 the relevant Participant is dismissed for misconduct or the Board determines that they could have been summarily dismissed by reason of gross misconduct;
 - 6.4.6 a material corporate failure in any Group Member or a relevant business unit; or
 - 6.4.7 any other circumstances that the Board considers to be similar in their nature or effect to those in this rule 6.4.

Cross-clawback

- 6.5 The Board may take any of the actions set out in rule 6.2 in order to effect the recovery of sums paid or Shares delivered under any malus or clawback provisions that are included in any incentive plan (including the Plan) operated by any Group Member.

Other provisions relating to recovery and withholding provisions

- 6.6 If the action or conduct of any Participant, Group Member or other relevant business unit is under investigation by the Company, or the Company has been notified by a third party that an investigation into such action or conduct has begun, before the end of the Recovery Period and such investigation has not been or is not expected to be concluded by that date, the Board may extend the Recovery Period to end on such later date as the Board considers appropriate to allow such investigation to be concluded.
- 6.7 For the purposes of this rule 6, references to:
 - 6.7.1 a Participant include former Participants; and
 - 6.7.2 a Group Member or a relevant business unit include any former Group Member or former business unit.

7. VESTING, EXERCISE AND SETTLEMENT

- 7.1 Subject to rules 8, 10 and 11 an Award will Vest on its Normal Vesting Date unless on the Normal Vesting Date (or on any other date on which the Award is due to Vest under rule 10 or 11);
 - 7.1.1 a Dealing Restriction applies to the Participant, in which case the Award will Vest on the date on which such Dealing Restriction lifts; or
 - 7.1.2 the action or conduct of any Participant, Group Member or relevant business unit is under investigation pursuant to rule 6 and such investigation has not yet been concluded by that date, in which case the Award will Vest on such later date as the Board considers appropriate to allow such investigation to be concluded.
- 7.2 Subject to rules 10 and 11, a Nil-Cost Option may be exercised until the tenth anniversary of the Grant Date (or such earlier date as the Board may determine on or before the Grant Date) in such manner as the Board determines, after which time, it will lapse. To exercise a Nil-Cost Option with a Nominal Exercise Price, the Participant must, unless the Board decides to waive the requirement to pay the Nominal Exercise Price, pay the Nominal Exercise Price to the Company or enter into arrangements acceptable to the Board to pay the Nominal Exercise Price.
- 7.3 Subject to rules 8 and 9, where a Conditional Award has Vested or a Nil-Cost Option has been exercised, the number of Shares in respect of which the Award has Vested or been exercised together with any additional Shares or cash to which a Participant becomes entitled under rule 4 will be issued, transferred or paid (as applicable) to the Participant within 30 days thereafter.
- 7.4 Subject to rule 13, the Board may, accelerate or delay the Vesting or some or all of an Award (except where rule 10 applies) if, as a result of the Participant moving jurisdiction:
 - 7.4.1 the Participant would suffer a different (including but not limited to greater and/or earlier) liability to tax and/or social security contributions than was considered to be the case on the Grant Date;

- 7.4.2 the Participant's ability to exercise a Nil-Cost Option, or have Shares delivered to them would be restricted; and/or
- 7.4.3 the Participant's ability to hold or deal in the Shares acquired or the proceeds of sale of or dividends payable on such Shares would be restricted and prohibited, and

the Board may determine that such Vesting will be subject to such conditions as the Board may determine, which may include restrictions on the disposal of some or all of the Shares acquired pursuant to the Award for such period as the Board may determine, and that any Shares so restricted may be forfeited if the Participant ceases to hold office or employment with a Group Member during such period in circumstances in which their Award would have lapsed if it had not Vested in accordance with this rule 7.4 and that any such Shares remain subject to recovery and withholding under rule 6. The Board may make the Vesting of the Award or exercise of a Nil-Cost Option conditional on the Participant taking any action (including entering into any agreement) reasonably required by the Board in relation to such conditions.

- 7.5 Any costs associated with the delivery of Shares to satisfy an Award (including any stamp duty or stamp duty reserve tax) will be borne by the Company (or another Group Member). Any costs associated with the sale of Shares acquired pursuant to an Award (including on any sale pursuant to rule 8) will be borne by the Participant.

8. RELEVANT LIABILITIES AND REGULATORY ISSUES

- 8.1 A Participant will be responsible for and indemnifies each relevant Group Member and the Trustee against any Relevant Liability relating to their Award. Any Group Member and/or the Trustee may:
 - 8.1.1 withhold from any amounts due to the Participant (to the extent that such withholding is lawful) an amount not exceeding such Relevant Liability; or
 - 8.1.2 make any other arrangements as it considers appropriate to ensure recovery of the Relevant Liability, which may include the sale of Shares acquired and using the proceeds to meet the Relevant Liability, or the cash settlement under rule 9 of part of the Award.
- 8.2 The Vesting of an Award, the exercise of a Nil-Cost Option and the transfer of Shares under the Plan will be subject to obtaining any approval or consent required by the FCA (or other relevant authority), any Dealing Restrictions, or any other applicable laws or regulations (whether in the United Kingdom or overseas).
- 8.3 The Board may make the delivery of any Shares on the Vesting of the Conditional Award or the exercise of a Nil-Cost Option conditional on the Participant taking any action (including entering into any agreement) in relation to those Shares reasonably required by the Board in connection with any Shareholding Requirement.

9. CASH EQUIVALENT

9.1 Subject to rule 9.2, at any time before Shares have been delivered to a Participant to satisfy an Award, the Board may determine that, in substitution for their right to acquire some or all of those Shares, the Participant will instead receive a cash sum equal to:

9.1.1 in the case of a Conditional Award, the market value (as determined by the Board) on the date on which the Conditional Award Vests of the Shares that would otherwise have been delivered; and

9.1.2 in the case of a Nil-Cost Option, the market value (as determined by the Board) on the date of exercise of the Shares that would otherwise have been delivered less any Nominal Exercise Price, and

any such cash sum will be paid to the Participant within 30 days after the Vesting of the Conditional Award or the exercise of the Nil-Cost Option, net of any Relevant Liability.

9.2 The Board may determine that this rule 9 will not apply to an Award, or any part of it.

10. CESSATION OF EMPLOYMENT

Cessation of employment– default position

10.1 If a Participant ceases to hold office or employment with a Group Member for any reason other than the reasons set out in rule 10.2, any Award they hold (whether or not it has Vested) will lapse on the date of such cessation.

Cessation of employment – good leaver

10.2 If a Participant ceases to hold office or employment with a Group Member as a result of:

10.2.1 their death;

10.2.2 the Participant's employing company ceasing to be a Group Member or the transfer of an undertaking or part of an undertaking to a person who is not a Group Member; or

10.2.3 any other reason (other than gross misconduct, in which case that Award will lapse on the date of such cessation) as the Board may determine,

rule 10.3 applies.

10.3 If this rule 10.3 applies as referred to in rule 10.2:

10.3.1 any Award in the form of a Nil-Cost Option which had already Vested at the date of cessation may be exercised in the period determined in accordance with rule 10.4, after the end of which it will lapse; and

10.3.2 any Award which had not already Vested at the date of cessation:

- (a) will Vest as soon as reasonably practicable following the date of cessation, unless the Board determines that the Award will Vest on a later date not being later than the Normal Vesting Date;
- (b) will Vest in respect of all the Shares subject to it unless the Board determines that it should Vest in respect of less of those Shares; and
- (c) if it is a Nil-Cost Option may be exercised in the period determined in accordance with rule 10.4, after the end of which it will lapse

Period of exercise of a Nil-Cost Option

- 10.4 If a Participant ceased to hold office or employment with a Group Member, a Vested Nil-Cost Option (whether it Vests under this rule 10 or which has already Vested) may, subject to rule 11, be exercised until the latest of:
- 10.4.1 the date that is six months after the date on which the Award Vests;
 - 10.4.2 the date that is six months after the Participant's cessation of office or employment; and
 - 10.4.3 where the Participant ceased to hold office or employment with a Group Member as a result of their death, the date that is twelve months after the date of the Participant's death,

or such later date as the Board may determine, after which time it will lapse.

Meaning of cessation of employment

- 10.5 For the purposes of the Plan, no person will be treated as ceasing to hold office or employment with a Group Member until that person no longer holds:
- 10.5.1 an office or employment; or
 - 10.5.2 a right to return to work

with any Group Member, unless the Board determines that a person will be treated as ceasing to hold office or employment with a Group Member on an earlier date, not being earlier than the date such person gives or receives notice of termination of office or employment.

Leavers - Shareholding Requirement

- 10.6 The Board may determine that any Award held by a Participant after they have ceased to hold office or employment with a Group Member will lapse if the Participant fails to abide by any applicable Shareholding Requirement.

Leavers – post-cessation change in circumstances

- 10.7 If an Award continues in accordance with rule 10.2 following a Participant ceasing to hold office or employment with a Group Member, the Board may:
- 10.7.1 require the Participant to confirm, in such form and at such time or times as the Board requires that in the period between the date of cessation and the date on

- which the Award Vests that they have not started or agreed to start employment with, or otherwise provide services to any other person;
- 10.7.2 make the delivery of any Shares to satisfy the Vesting of the Award (if it is a Conditional Award) or the exercise of the Award (if it is a Nil-Cost Option) conditional on the Participant giving the confirmation referred to in rule 10.7.1;
- 10.7.3 determine that the Award will lapse if:
- (a) the Participant does not give the confirmation required in rule 10.7.1; or
 - (b) the Board determines that in the period between the date of cessation and the date on which the Award Vests the Participant has started or agreed to start employment with, or otherwise to provide services to, any other person.

11. CORPORATE EVENTS

General offer and scheme of arrangement

- 11.1 Where any of the events described in rule 11.2 occur, subject to rule 11.5:
- 11.1.1 all Awards which have not yet Vested will Vest in full at the time of such event; and
 - 11.1.2 all Nil-Cost Options will lapse after a period of one month (or such other period as the Board may determine) from the date of the relevant event.
- 11.2 The events referred to in rule 11.1 are:
- 11.2.1 If any person (either alone or together with any person acting in concert with them):
 - (i) obtaining Control of the Company as a result of making a general offer to acquire Shares; or
 - (ii) already having Control of the Company, making an offer to acquire all of the Shares other than those which are already owned by them,

and such offer becoming wholly unconditional.
 - 11.2.2 a compromise or arrangement in accordance with section 899 of the Companies Act 2006 for the purposes of a change of Control of the Company being sanctioned by the Court.

Winding-up

- 11.3 On the passing of a resolution for the voluntary winding-up or the making of an order for the compulsory winding up of the Company the Board will determine:
- 11.3.1 whether and to what extent Awards which have not yet Vested will Vest; and
 - 11.3.2 unless the Board determines otherwise, the period of time during which any Vested Nil-Cost Option may be exercised, after which time it will lapse,

and to the extent that an Award does not Vest it will lapse immediately.

Other events

- 11.4 If the Company is or may be affected by any variation of the share capital of the Company, a demerger, delisting, special dividend or other event that, in the opinion of the Board, may materially affect the current or future value of Shares, the Board may determine:
- 11.4.1 that an Unvested Award will Vest on such terms as the Board may determine;
 - 11.4.2 that to the extent an Award does not Vest it will lapse immediately, unless the Board determines otherwise; and
 - 11.4.3 the period during which any Vested Nil-Cost Option (whether it Vests under this rule 11.4.1 or earlier) may be exercised, after which time it will lapse.

Exchange

- 11.5 An Award will not Vest or lapse under this rule 11 but will be exchanged for a new award that, in the opinion of the Board, is equivalent to the Award, to the extent that:
- 11.5.1 an offer to exchange the Award is made and accepted by a Participant;
 - 11.5.2 there is an Internal Reorganisation, unless the Board determines otherwise; or
 - 11.5.3 the Board decides (before the relevant event) that an Award will be exchanged.

The new award may be over shares in and/or other securities issued by a different company (whether an acquiring company or a different company) and/or a right to receive a cash amount.

Meaning of Board

- 11.6 Any reference to the Board in this rule 11 means the members of the Board immediately prior to the relevant event.

12. ADJUSTMENTS

- 12.1 The number of Shares subject to an Award may be adjusted in such manner as the Board determines, in the event of:
- 12.1.1 any variation of the Company's share capital; or
 - 12.1.2 a demerger, delisting, special dividend or other event which may, in the opinion of the Board, affect the current or future value of Shares.

13. AMENDMENTS

- 13.1 Except as described in this rule 13, the Board may at any time amend the rules of the Plan or the terms of any Award.

- 13.2 Subject to rule 13.3, no amendment to the advantage of Eligible Employees and/or Participants will be made under this rule 13 to the provisions relating to:
- 13.2.1 the persons to whom, or for whom, Shares or cash are provided under the Plan;
 - 13.2.2 limitations on the number or amount of Shares or cash subject to the Plan;
 - 13.2.3 the maximum entitlement for any one Participant;
 - 13.2.4 the basis for determining a Participant's entitlement to, and the terms of, Shares or cash to be provided under the Plan;
 - 13.2.5 the adjustments that may be made in the event of a variation of capital; and
 - 13.2.6 the terms of this rule 13.2
- without prior approval of the members of the Company in general meeting.
- 13.3 Rule 13.2 will not apply to any minor amendment which is to benefit the administration of the Plan or is necessary or desirable to take account of any change in legislation or to obtain or maintain favourable taxation, exchange control or regulatory treatment for any Group Member, Eligible Employee or Participant.
- 13.4 No amendment to the material disadvantage of existing rights of Participants will be made under rule 13 unless:
- 13.4.1 every Participant who may be affected by such amendment has been invited to indicate whether or not they approve the amendment; and
 - 13.4.2 the amendment is approved by a majority of those Participants who have so indicated.
- 13.5 No amendment will be made under this rule 13 if it would prevent the Plan from being an employee's share scheme within the meaning of section 1166 of the Companies Act 2006.

14. LEGAL ENTITLEMENT

- 14.1 This rule 14 applies during a Participant's employment with any Group Member and after the termination of such employment, whether or not the termination is lawful.
- 14.2 Nothing in the Plan or its operation forms part of the terms of employment of a Participant and the rights and obligations arising from a Participant's employment with any Group Member are separate from, and are not affected by, their participation in the Plan. Participation in the Plan does not create any right to continued employment with a Group Member for any Participant.
- 14.3 The grant of any Award to a Participant does not create any right for that Participant to be granted any further Awards or to be granted Awards on any particular terms, including the number of Shares to which Awards relate.

- 14.4 By Participating in the Plan, a Participant waives all rights to compensation for any loss in relation to the Plan, including:
- 14.4.1 any loss or reduction of any rights or expectations under the Plan in any circumstances or for any reason (including lawful or unlawful termination of the Participant's employment);
 - 14.4.2 any exercise of a discretion or a decision taken in relation to an Award or to the Plan, or any failure to exercise a discretion or take a decision;
 - 14.4.3 the operation, suspension, termination or amendment of the Plan.

15. GENERAL

- 15.1 The Plan will terminate upon the last date on which an Award may be granted under it as determined in accordance with rule 2.10 or at any earlier time by the passing of a resolution by the Board or an ordinary resolution of the Company in general meeting. Termination of the Plan will be without prejudice to the existing rights of Participants
- 15.2 Shares issued or transferred from treasury under the Plan will rank equally in all respects with the Shares then in issue, except that they will not rank for any voting, dividend or other rights attaching to Shares by reference to a record date preceding the date of issue or transfer from treasury.
- 15.3 The personal data of any Eligible Employee, Participant or former Participant may be processed in connection with the operation of the Plan in accordance with the Group's prevailing data protection policy and as notified to Eligible Employees pursuant to a privacy notice or otherwise. If an Eligible Employee, Participant or former Participant is employed outside the European Economic Area and outside the United Kingdom and consent is needed for processing of their personal data in connection with the operation of the Plan, by participating in the Plan, they consent to such processing of their personal data.
- 15.4 The Plan will be administered by the Board. The Board will have full authority, consistent with the Plan, to administer the Plan, including authority to interpret and construe any provision of the Plan and to adopt regulations for administering the Plan. Decisions of the Board will be final and binding on all parties.
- 15.5 Any notice or other communication in connection with the Plan may be delivered personally or sent by electronic means or post, in the case of a company to its registered office (for the attention of the company secretary), and in the case of an individual to their last known address, or, where they are 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 they perform the whole or substantially the whole of the duties of their office or employment. Where a notice or other communication is given by post, it will be deemed to have been received 72 hours after it was put into the post properly addressed and stamped, and if by electronic means, when the sender receives electronic confirmation of delivery or if not available, 24 hours after sending the notice.
- 15.6 No benefits received under the Plan will be pensionable.

- 15.7 If any rule of the Plan or any term of an Award is held to be void but would be valid if part of its wording were deleted, such rule will apply with such deletion as may be necessary to make it valid.
- 15.8 No third party will have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Plan (without prejudice to any right of a third party which exists other than under that Act).
- 15.9 These rules will be governed by and construed in accordance with the laws of England and Wales. Any person referred to in this Plan submits to the exclusive jurisdiction of the Courts of England and Wales.

Schedule 1
Cash Awards

1. The rules of the Auto Trader 2024 Deferred Bonus Plan will apply to a right to receive a cash sum granted under this Schedule as if it was either a Conditional Award (a "**Cash Conditional Award**") or a Nil-Cost Option (a "**Cash Option**"), except as set out in this Schedule. Where there is any conflict between the rules of the Plan and this Schedule, the terms of this Schedule will prevail.
2. Each Cash Conditional Award or Cash Option will relate to a certain number of notional Shares.
3. On the Vesting of a Cash Conditional Award or the exercise of a Cash Option the Participant will be entitled to receive a cash sum, calculated by reference to the value of the number of notional Shares to which the Cash Conditional Award or the Cash Option relates, on the following basis.
 - 3.1 In the case of a Cash Conditional Award, the cash sum will be equal to the market value (as determined by the Board) on the Normal Vesting Date of the notional Shares in respect of which the Cash Conditional Award Vests.
 - 3.2 In the case of a Cash Option the cash sum will be equal to the market value (as determined by the Board) of the notional Shares to which the Cash Option relates on the date of exercise.
4. The cash sum payable under paragraph 3 above will be paid to the Participant within 30 days after the Vesting of the Cash Conditional Award or the exercise of the Cash Option, net of any Relevant Liability
5. Unless the Board determines otherwise on or before the Grant Date of a Cash Conditional Award or a Cash Option, the Board may, at any time prior to the date on which the cash sum becomes payable under paragraph 3 above, determine that a Cash Conditional Award or a Cash Option will be converted into a Conditional Award or a Nil-Cost Option under the rules of the Plan over the same number of Shares as the number of notional Shares to which the Cash Conditional Award or Cash Option relates.