

For Approval

KAINOS GROUP PLC

POLAND SHARE PLAN

Adopted by shareholders on 25 June 2015

**Amended by the board of directors on []
[] 2025, conditional, where relevant,
upon the approval of shareholders which
was obtained on [23 September 2025]**

RULES

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KAINOS GROUP PLC

POLAND SHARE PLAN

1. DEFINITIONS

- 1.1 In this Plan the following words and expressions have the following meanings (unless the context requires otherwise):
- 1.1.1 **"Any Other Plan"** means any plan or share incentive arrangements (other than the Plan) adopted by the Company which provides for the acquisition of Shares by or on behalf of employees or directors of the Group;
 - 1.1.2 **"Award"** means an Option or a Conditional Share Award granted under the Plan;
 - 1.1.3 **"Award Certificate"** means a certificate in a form determined by the Committee and which evidences the grant of an Award;
 - 1.1.4 **"Award Price"** means the amount (if any) payable on the exercise of an Option or Vesting of a Conditional Share Award in each case determined by the Committee at the Date of Grant of the Award pursuant to Rule 5.1;
 - 1.1.5 **"Board"** means the board of directors for the time being of the Company or a duly authorised committee thereof, or any duly appointed successor body;
 - 1.1.6 **"Cessation Date"** means the date on which the Participant ceases, or is deemed to cease, to be an employee or director of a Group Company, determined in accordance with Rule 10.3;
 - 1.1.7 **"Committee"** means the Remuneration Committee or any other committee formed under the authority of the Board. In any matters associated with a Director, the relevant committee will always be the Remuneration Committee;
 - 1.1.8 **"Company"** means Kainos Group plc;
 - 1.1.9 **"Conditional Share Award"** means a conditional right under the Plan to acquire Shares being either a Conditional Free Share Award or a Conditional Purchase Share Award;
 - 1.1.10 **"Conditional Free Share Award"** means a Conditional Share Award pursuant to which the Award Price is nil or no more than par value per Share subject to the Award;
 - 1.1.11 **"Conditional Purchase Share Award"** means a Conditional Share Award pursuant to which the Award Price is greater than the nominal value of each Share subject to the Award;
 - 1.1.12 **"Control"** has the meaning given to it by section 1124 Corporation Tax Act 2010 and "Controlled" shall be construed accordingly;
 - 1.1.13 **"Date of Grant"** means, in relation to any Award, the date on which such Award is granted in accordance with Rule 4;
 - 1.1.14 **"Dealing Code"** means the MAR, the Listing Rules and/or such other rules and regulations adopted by the Company, which govern dealing in Shares, interests in Shares, options or rights over Shares or interests in Shares;

- 1.1.15 **"Director"** means any individual who is or has been an executive director of the Company at any time;
- 1.1.16 **"Eligible Employee"** means any Director or any employee (who in either case is a resident of Poland) of Kainos Software Poland Spolka z.o.o or of any subsidiary (direct or indirect) of the Company for the time being and which is incorporated or resident in Poland;
- 1.1.17 **"Employing Company"** means the Member of the Group by which the Eligible Employee to whom an Award has been or is to be granted, is or, where the context admits, was, employed;
- 1.1.18 **"FCA"** means the United Kingdom Financial Conduct Authority, or any successor body;
- 1.1.19 **"Group"** means the Company and its 51% subsidiaries and **"Member of the Group"** shall be construed accordingly;
- 1.1.20 **"Internal Reorganisation"** means any offer, compromise or arrangement which in the reasonable opinion of the Committee, having regard to the shareholdings in the Company and any acquiring company before and after the offer, compromise or arrangement and/or any other matter which it considers relevant, is in the nature of an internal reorganisation or reconstruction of the Company;
- 1.1.21 **"Listing Rules"** means the FCA's listing rules, as amended from time to time;
- 1.1.22 **"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 and as amended by any instrument related to their incorporation into the law of the United Kingdom;
- 1.1.23 **"Notice of Exercise"** means in relation to an Option, a document in such form as the Committee may from time to time decide which must be completed and submitted to the Company Secretary or to such other person on their behalf to exercise an Option;
- 1.1.24 **"Option"** means a right to acquire Shares under the Plan;
- 1.1.25 **"Option Period"** means, in relation to an Option, the period commencing on the date when the Option Vests in accordance with these Rules and ending at the end of the day immediately preceding the tenth anniversary of grant or on such earlier date as the Committee may specify at the Date of Grant of the Option;
- 1.1.26 **"Participant"** means any Eligible Employee (or the personal representatives of a Participant who has died) to whom an Award has been granted which has not yet lapsed;
- 1.1.27 **"Policy"** means the Company's directors' remuneration policy that has most recently been approved by the Company's shareholders;
- 1.1.28 **"Plan"** means the plan constituted by these Rules;
- 1.1.29 **"Relevant Payer"** means the Company, any Group Company or any other person who is liable to account for a Tax Liability;
- 1.1.30 **"Rules"** means these Rules as from time to time amended;
- 1.1.31 **"Share"** means an ordinary share in the capital of the Company;

- 1.1.32 **"Tax Liability"** means the amount of (or any reasonable estimate thereof) income tax and/or employee's social security contributions liability (or any similar employment withholding tax or costs payable in Poland) for which any Member of the Group or any other person has accounted or may be required to withhold and/or account for to any taxation or fiscal authority as a consequence of:
- 1.1.32.1 the grant of an Award;
- 1.1.32.2 the Vesting of an Award or exercise of an Option; or
- 1.1.32.3 the payment of a dividend equivalent pursuant to Rule 7.1,
- or otherwise in relation to the acquisition of Shares pursuant to an Award; and
- 1.1.33 **"Vest"** means, in relation to an Option, that the Option becomes exercisable in whole or in part and in relation to a Conditional Share Award means the holder of the Award made becoming entitled to have Shares transferred to them; and "Vested" and "Vesting" shall be construed accordingly and **"Vesting Date"** shall mean the date on which an Award Vests in whole or in part.
- 1.2 In these Rules (unless the context requires otherwise):
- 1.2.1 reference to the singular includes the plural (and vice versa), reference to any gender includes all genders, and reference to persons includes bodies corporate, unincorporated associations and partnerships (whether or not any of them have a separate legal personality); and
- 1.2.2 reference to a statute or a statutory provision includes reference to:
- 1.2.2.1 any order, regulation, statutory instrument or other subsidiary legislation at any time made under it for the time being in force (whenever made); and
- 1.2.2.2 any modification, amendment, consolidation, re-enactment or replacement of it or provision of which it is a modification, amendment, consolidation, re-enactment or replacement.
- 1.3 The contents list and heading in these Rules are inserted for ease of reference only and do not affect the construction or interpretation of these Rules.
- 1.4 References in these Rules to "month" shall be deemed to be references to a calendar month.
- 1.5 The Company may engage a third party administrator for the purposes of the Plan and the Plan may be operated via a website or portal maintained by any such administrator or by a Member of the Group. In these Rules:
- 1.5.1 references to:
- 1.5.1.1 documents; and/or
- 1.5.1.2 the issue of documents,
- include the making available of any document or relevant information on or via any such website or portal in such form as the Company shall approve for the purposes of the Plan; and
- 1.5.2 references to:

1.5.2.1 the completion, signing, submission, return, or delivery of documents; and/or

1.5.2.2 giving of notice; and/or

1.5.2.3 writing or written,

include taking appropriate action via such a website or portal, in such form as the Company shall approve for the purposes of the Plan.

2. LIMITS OF PLAN

2.1 Overall plan limits

2.1.1 No Award may be granted on any date if, as a result, the aggregate of:

2.1.1.1 the number of Shares committed to be issued in respect of such Award and any other Awards to be granted on the same day; and

2.1.1.2 the number of Shares committed to be issued during the ten year period ending on that date under the Plan or Any Other Plan

would exceed 10 per cent of the Company's Shares in issue from time to time.

2.1.2 For the purposes of this Rule:

2.1.2.1 Awards which have lapsed or have been released shall not be counted; and

2.1.2.2 references to any issue or prospective issue of Shares by the Company shall include a transfer of treasury shares but only for so long as (and to the extent that) the guidelines issued by the Investment Association for share incentive schemes specify that treasury shares should be so included.

2.2 Effect of limits

Any Award shall be limited and take effect so that the limits in this Rule 2 are complied with.

3. PURPOSE OF THE PLAN

The purpose of the plan is to enable Eligible Employees to acquire Shares which give them a continuing stake in the Company.

4. GRANT OF AWARDS

4.1 Eligibility and Participation

4.1.1 Subject to Rule 4.6, the Committee may at any time grant Awards as it in its absolute discretion to such Eligible Employees as they may determine.

4.1.2 Awards shall take the form of Options or Conditional Share Awards as the Committee shall determine from time to time. Conditional Share Awards may take the form of Conditional Free Share Awards or Conditional Purchase Share Awards.

4.1.3 Where the Committee determines to invite Eligible Employees to participate in a Conditional Purchase Share Award, the Committee may also in its discretion determine to make a linked Conditional Share Award ("**Linked Conditional Share Award**") of free matching Shares to Eligible Employees who agree to

participate in such Conditional Purchase Share Award. The basis upon which a Linked Conditional Share Award shall be made shall be the same for all Eligible Employees who participate in the Conditional Purchase Share Award and shall be in such ratio as may from time to time be determined by the Committee but not exceeding two free matching Shares for every Share which an Eligible Employee has agreed to purchase pursuant to the Conditional Share Purchase Award.

To the extent that an Eligible Employee does not subsequently acquire Shares pursuant to the Conditional Purchase Share Award (whether on the normal Vesting date or pursuant to any other provision of the Plan), the Linked Conditional Purchase Share Award linked to such Conditional Purchase Share Award shall automatically lapse and be forfeited to the same extent.

4.2 Invitations to participate

The Board may grant Awards by way of unilateral deeds of grant pursuant to the provisions of Rule 4.3, or may issue invitations to Eligible Employees inviting them to participate in the grant of an Award. Invitations to participate in the grant of an Award shall be made in such form as the Committee shall determine and shall specify (inter alia):

- 4.2.1 the type of Award which is the subject of the invitation;
- 4.2.2 the number of Shares which the Eligible Employee may acquire pursuant to the invitation (subject to the Rules) and the date on which they may acquire them;
- 4.2.3 the Award Price (if any); and
- 4.2.4 the date by which and manner in which Eligible Employees must (if they wish to do so) accept the invitation.

4.3 Method of Grant

- 4.3.1 The grant of an Award shall be effected by the execution of a deed by the Company as soon as practicable after the Committee has resolved to grant the Award. The Date of Grant of the Award shall be the date on which the deed is executed by the Company. An Award Certificate shall be issued to each Participant as soon as reasonably practicable following the grant of the Award as evidence of the grant of the Award.
- 4.3.2 Where an Award is made unilaterally by the Company:
 - 4.3.2.1 a Participant to whom, an Award has been granted may, by notice in writing to the Company within thirty days after the Date of Grant, renounce the Award in whole or part. In such a case, the Award shall to that extent be treated as never having been granted; or
 - 4.3.2.2 the Company may determine that a Participant be required to accept their Award by completing and returning a document in such form and within such period as the Company may determine. If the Participant does not deliver the duly completed document to the Company within the applicable period:
 - (a) the Award shall not be capable of Vesting unless the Committee determines otherwise; and
 - (b) the Award will immediately lapse at the end of such period.

4.4 Contents of Award Certificate

- 4.4.1 The Award Certificate shall state:
- 4.4.1.1 the name and surname of the Eligible Employee to whom the Award has been granted;
 - 4.4.1.2 whether the Award is an Option or a Conditional Share Award, and if the latter, whether it is a Conditional Free Share Award or a Conditional Purchase Share Award;
 - 4.4.1.3 the Date of Grant;
 - 4.4.1.4 the number of Shares over which the Award is granted;
 - 4.4.1.5 the normal Vesting Date, and in the case of an Option, the Option Period;
 - 4.4.1.6 the Award Price, if any; and
 - 4.4.1.7 whether the Participant is entitled to receive any dividend equivalent pursuant to Rule 7.

4.5 Payment not required

No payment shall be required from any Eligible Employee for the grant of any Award.

4.6 Time period for grant of Awards

4.6.1 Period for grant of Awards

An Award may only be granted under the Plan within the period of 42 days beginning on:

- 4.6.1.1 the date upon which the Polish tax authorities give the Employing Company any ruling relevant for the purposes of the proposed Award under the Plan or the date upon which any amendment to the Plan is approved by shareholders of the Company in general meeting;
- 4.6.1.2 the date of the announcement by the Company of its results for any period;
- 4.6.1.3 the date upon which the Policy is approved by shareholders of the Company; or
- 4.6.1.4 the date upon which the Committee, in its discretion, determines there are circumstances which are sufficiently exceptional to justify the granting of an Award,

but if as a consequence of any Dealing Code, dealing in Shares, interests in Shares or options over Shares within the periods of 42 days mentioned above is prohibited, Awards may be granted within the period of 42 days from the lifting of such prohibition.

4.6.2 No grant when Dealing Code applies

No Award may be granted at any time or during any period during which, as a consequence of any Dealing Code, the granting of options or rights over Shares is restricted.

5. AWARD PRICE AND TAX

5.1 Award Price

The Award Price in relation to an Award shall be determined by the Committee at the Date of Grant of that Award. For the avoidance of doubt, and subject to applicable laws, the Award Price may be nil.

5.2 Tax

It shall be a term of each Award that the holder of it indemnifies and keeps indemnified each Relevant Payer to the extent permitted by law in respect of any Tax Liability which arises in relation to that Award. The provisions of Rule 8.4.2 shall apply accordingly..

6. NON-TRANSFERABILITY OF AWARDS

An Award is personal to the Participant to whom it has been granted and may not be transferred, assigned, pledged, charged, or otherwise disposed of by a Participant to any person (other than their personal representatives). Any purported transfer, assignment, pledge, charge or disposal shall cause the Award to lapse immediately.

7. DIVIDEND EQUIVALENT ~~FOR CONDITIONAL SHARE AWARDS~~

7.1 The Committee may, in its absolute discretion, resolve in relation to any ~~Conditional Share~~ Award, that when that Award Vests, or, if later, is exercised, the Participant shall also be entitled to additional Shares and/or cash of a value (at the time of the Award first Vesting) or in an amount (as the case may be) equal (in aggregate) calculated by reference to the amount of dividends paid (including the tax credit) during the Vesting period in respect of the number of Shares over which the Award has ~~become exercisable~~ Vested, which may assume the reinvestment of dividends into Shares on such basis as the Committee may determine.

7.2 The transfer of Shares or payment of cash shall be made net of any Tax Liability which arises on such transfer or payment unless the Participant has first made arrangements acceptable to the Company for the payment of such Tax Liability.

8. VESTING OF AWARDS AND EXERCISE OF OPTIONS

8.1 Vesting and exercise of Options

Subject to Rules 8.4, , an Option shall Vest on such date as the Committee specifies at the Date of Grant of the Option and shall remain exercisable until the expiry of the Option Period.

8.2 Vesting of Conditional Share Awards

Subject to Rules 8.4, 10 and 11, a Conditional Share Award shall Vest on such date as the Committee specifies at the Date of Grant of the Option.

8.3 Effect of Vesting

The effect of an Option Vesting shall be that the Participant who holds that Option is entitled to exercise the Option at any time during the Option Period (subject to Rules 8.4.2 and 8.8) to the extent to which it has Vested, and in the case of a Conditional Share Award (subject to Rules 8.4, 8.8 and 9), that the Participant is entitled to have Shares issued or transferred to them to the extent to which the Award has Vested (subject to payment of the Award Price (if any)).

8.4 Restrictions on Vesting and exercise

8.4.1 General restrictions

Notwithstanding Rule 8.1, an Award shall not Vest:

8.4.1.1 at any time when Vesting is prohibited by any Dealing Code, and following Vesting, an Option may not be exercised at any time when exercise is so prohibited; or

8.4.1.2 unless the Participant is, subject to Rule 10, a director or employee of a Member of the Group at the time of Vesting.

8.4.2 *Tax*

If on the Vesting of an Award or exercise of an Option which has Vested a Tax Liability for which the Participant is liable by virtue of Rule 5.2, would arise, in the case of an Option, the Option may not be exercised and in the case of a Conditional Share Award, no Shares shall be transferred to the Participant, unless (in either case) the Participant has entered into arrangements acceptable to the Board to ensure that the Relevant Payer will receive an amount equal to the amount of such Tax Liability. Without prejudice to the generality of this, the Participant authorises the Committee to retain and sell on the Participant's behalf (and appoints the Company or such other person as the Company directs as their sole trustee for this purpose) sufficient of the Shares to which the Participant is beneficially entitled following exercise of the Option or Vesting of the Conditional Share Award (as the case may be) to raise an amount (after deducting tax and expenses in relation to the Sale) equivalent to such Tax Liability.

8.5 Partial exercise not permitted

An Option which has Vested may be exercised in whole only and not in part.

8.6 Manner of exercise of Option

Exercise of an Option in whole or in part (and if in part, on more than one occasion) shall be effected by the Participant delivering to the Company Secretary or to such other person on their behalf:

8.6.1 a duly completed and signed Notice of Exercise; and

8.6.2 payment in full (in such form as is acceptable to the Committee) of the Award Price.

8.7 Result of Vesting

8.7.1 *Transfer of Shares within 30 days*

Subject to Rules 8.4.2 and 9, the Board shall within 30 business days of valid exercise of an Option or Vesting of a Conditional Share Award, and the receipt of the items specified in Rules 8.6.1 and 8.6.2 (or, in the case of a Conditional Share Award and where relevant, payment of the Award Price), issue, transfer to or procure the transfer or issue to the Participant of the number of Shares to which the Notice of Exercise of the Option relates or in the case of a Conditional Share Award, the number of Shares which have Vested. Where any Dealing Code prohibits the transfer of the Shares during such 30 day period, such 30 day period shall be extended by the number of days (plus three further days) during which the prohibition applies.

8.7.2 *Transfer subject to consents*

Any transfer or issue of Shares pursuant to this Plan shall be subject to any

necessary consent from any competent authority and to the terms of such consent.

8.7.3 *Shares to rank pari passu*

Shares issued on exercise of an Option or Vesting of a Conditional Share Award shall rank pari passu in all respects with the Company's existing Shares, save that they shall not carry the right to dividends or other distributions declared or recommended the record date for which falls prior to the date when that Option was exercised or the Conditional Share Award Vested (as the case may be).

8.8 **Lapse of Award**

An Award shall lapse upon the earliest to occur of:

- 8.8.1 in the case of an Option, the expiry of the Option Period;
- 8.8.2 subject to Rule 10, the Participant ceases to be a director or employee within the Group;
- 8.8.3 where Rule 10 applies, in the case of an Option, the date specified in Rule 10 by which the Option must be exercised without it having been exercised;
- 8.8.4 the date otherwise provided for an Award to lapse under these Rules; and
- 8.8.5 the date on which the Participant is adjudicated bankrupt or is otherwise deprived of the legal and beneficial ownership of the Option by operation of law or otherwise.

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 Committee 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 Share Award, the market value (as determined by the Board) of the Shares that would otherwise have been delivered on the Vesting Date less the Award Price (if any); and
- 9.1.2 in the case of an Option, the market value (as determined by the Board) of the Shares that would otherwise have been delivered less the Award Price (if any).

9.2 The Committee may determine that this Rule 9 or any part of it will not apply to an Award or any part of it.

10. **CESSATION OF EMPLOYMENT**

10.1 **Cessation of employment for a 'good' reason before Vesting**

If a Participant ceases to be a director or employee of any Member of the Group as a result of or in connection with:

- 10.1.1 death;
- 10.1.2 injury or disability (as established to the satisfaction of the Committee);
- 10.1.3 retirement with the agreement of the Committee; or

10.1.4 by reason only that:

10.1.4.1 their office or employment is in a company of which the Company ceases to have Control; or

10.1.4.2 their office or employment relates to a business or part of a business which is transferred to a person which is not a Group Company, or

10.1.5 for any other reason if the Committee decides the circumstances justify it,

then the Award shall not lapse, but shall Vest in full on the date on which the Participant ceases to be a director or employee provided that the Committee may grant Awards on condition that if a Participant ceases to be a director or employee of any Member of the Group for one of the reasons specified in this Rule 10.1, the Awards shall not Vest in full on such cessation of employment but to the extent specified by the Committee at the Date of Grant or the date of cessation of employment.

In the case of an Option, the Option may be exercised, to the extent to which it so Vests, at any time during the period of six months following the Cessation Date (or such longer period as the Committee determines), or 12 months following Cessation Date in the case of the death of the Participant.

10.2 Cessation of employment: general

10.2.1 If a Participant ceases to be an employee or director of any Member of the Group for any reason other than one referred to in Rule 10.1 all unvested Awards shall lapse immediately upon such the Cessation Date. In the case of an Option, the Award Holder shall be entitled to exercise such part of the Option which is Vested as at the Cessation Date at any time during the period ending six months (or twelve months if the Award Holder has died), after the Cessation Date or during such other longer period as the Board determines. If not so exercised, the Option shall lapse at the end of such period.

10.3 Meaning of ceasing to be an employee or director

10.3.1 Any reference to ceasing to be an employee or director in this Rule 10 will not include a cessation where the Participant ceases to be an employee or director of the Company or any Group Company (as the case may be) and immediately commences to be an employee or director of the Company or any other Group Company (as the case may be).

10.3.2 For the purposes of these Rules, where a Participant's contract (of employment or otherwise) with the Group is terminated by a Member of the Group without notice, the Participant shall be deemed to cease to be an employee or director of the Group on the date on which the termination takes effect and where such contract is terminated by notice given by a Member of the Group or by notice given by the Participant, the Participant shall be deemed to cease to be an employee or director of the Group after the lapse of the applicable notice period.

10.3.3 The Committee may determine that a Participant will be treated as ceasing to hold office or employment with a Member of the Group on the date on which that person gives or receives notice of termination of their employment.

11. CHANGE OF CONTROL, RECONSTRUCTION AND OTHER CORPORATE EVENTS

11.1 Change of control, compromise or arrangement and winding up

11.1.1 Rules for specified events

In respect of any Award that has not lapsed, if one of the events referred to in Rule 11.1.2 occurs or appears likely to occur, then the provisions of Rules 11.1.3 to 11.1.5 shall apply.

11.1.2 Specified events

The events referred to in Rule 11.1 are:

- 11.1.2.1 any person (or group of persons acting in concert) obtains Control of the Company as a result of making:
 - (a) a general offer to acquire the whole of the issued ordinary share capital of the Company (or such of it as is not already owned by such person or any person connected with them) (whether or not including all or any treasury shares) which is made on a condition such that if it is satisfied or waived the person or group of persons will have Control of the Company; or
 - (b) a general offer to acquire all of the issued Shares in the Company (or such of them as are not already owned by such person or any person connected with them);
- 11.1.2.2 any person becomes bound or entitled to acquire Shares under sections 979 to 982 and 983 to 985 of the Companies Act 2006;
- 11.1.2.3 the court sanctions a compromise or arrangement in relation to the Company pursuant to section 899 or section 901F of the Companies Act 2006 which will result in a change of Control of the Company; or
- 11.1.2.4 the Company gives notice of a general meeting at which a resolution is to be proposed for the voluntary winding up of the Company.

11.1.3 Notification of Options becoming exercisable

The Board shall, as soon as reasonably practicable, notify each Participant of:

- 11.1.3.1 in the case where a person or person makes an offer as described in Rule 11.1.2.1, of the making of such Offer;
- 11.1.3.2 in a case within Rule 11.1.2.2, of the person becoming so bound or entitled;
- 11.1.3.3 in a case within Rule 11.1.2.3, of the fact that the Company has given formal notification to its shareholders of its intention to make an application for a compromise or arrangement; or
- 11.1.3.4 in a case within Rule 11.1.2.4, the giving of the notice

and each outstanding Award shall Vest in full at the time specified in Rule 11.1.4.

11.1.4 Timing of Vesting of Awards and exercise of Options

When an event within Rule 11.1.1 occurs:

- 11.1.4.1 in the case of Conditional Share Awards, the date of Vesting shall be:

- (a) in the case of an event within Rule 11.1.2.1, immediately prior to the date of the change of Control;
- (b) in the case of an event within Rule 11.1.2.2, upon the person becoming so bound or entitled;
- (c) in the case of an event within Rule 11.1.2.3, immediately prior to the court sanction of the compromise or arrangement; and
- (d) in the case of an event within Rule 11.1.2.4, immediately prior to the commencement of the winding up.

11.1.4.2 in the case of an Option, the period for exercise of the Option shall be:

- (a) where the event in question is within Rule 11.1.2.1 and where Rule 11.1.2.2 does not apply, within the period beginning on the date on which the Participant receives notification of the offer from the Board and ending 30 days after the time when the person making the offer has obtained Control of the Company and any condition subject to which the offer is made is satisfied, or such earlier date as may be specified by the Board in such notification, (provided that any exercise prior to the other person(s) obtaining Control shall take effect immediately prior to that other person actually obtaining Control);
- (b) where the event in question is within Rule 11.1.2.2, within the period during which the person remains so bound or entitled;
- (c) where the event in question is within Rule 11.1.2.3, during the period which starts on the date on which the Court sanctions the compromise, or arrangement and ends six months later or which ends on such earlier date as the Board shall specify in the notice referred to in Rule 11.1.3;
- (d) where the event in question is within Rule 11.1.2.4, at any time prior to the commencement of such winding up and so as to take effect immediately prior to the commencement of the winding up

and to the extent not so exercised the Option shall lapse

11.1.5 Exchange of Awards

11.1.5.1 If the event is one referred to in Rule 11.1.2.1, the Committee may within the appropriate period and with the agreement of any company that obtains Control of the Company and with the agreement of a Participant, vary the terms of the Award made to the Participant or facilitate the exchange of the Award for a new award made by the acquiring company which may operate over shares in the acquiring company. In this Rule 11.1.5.1, "appropriate period" means:

- (a) where the event is one within Rule 11.1.2.1 or 11.1.2.2, the period specified in Rule 11.1.4.2(a) and 11.1.4.2(b) respectively;
- (b) where the event is one within Rule 11.1.2.3, the period of six months beginning with the time when the Court sanctions the

scheme of arrangement.

11.1.5.2 In the event of an Internal Reorganisation, the Committee may determine that, with the consent of the acquiring company, unvested Awards shall be released and replaced by Awards over shares in the acquiring company, and in such a case:

(a) there shall be no requirement to seek the consent of the Participant; and

(b) Rule 11.1.5.1 shall apply.

12. PARTICIPANT RELOCATED

If a Participant is transferred to work in a country other than Poland or changes tax residence status and, as a result they would:

12.1 suffer a tax disadvantage in relation to their Awards (this being shown to the satisfaction of the Committee); or

12.2 become subject to restrictions on their ability to exercise their Awards or to hold or deal in the Shares or the proceeds of the sale of the Shares acquired on exercise or Vesting because of the security laws or exchange control laws of the country to which they are transferred, then the Committee may decide that the Awards will Vest on a date it determines before or after the transfer takes effect. The Award will Vest to the extent that the Committee permits and may lapse as to the balance.

13. VARIATION OF CAPITAL

13.1 Adjustment of Awards

In the event of any increase or variation of the share capital of the Company by way of capitalisation, rights issue, sub-division, consolidation, reduction of Shares or otherwise, the Committee shall make such adjustment (if any is required) to the number and/or description of Shares subject to an Award and/to the Award Price as it may determine to be appropriate.

13.2 Notification to Participants

As soon as reasonably practicable after making any adjustment to an Award under Rule 13.1, the Committee shall give notice of it in writing to the holder of that Award.

14. ALTERATIONS TO THE PLAN

14.1 General

Subject to this Rule 14, the Committee may by resolution at any time and from time to time make any alteration to the Plan which it thinks fit.

14.2 Shareholder approval

14.2.1 The provisions of the Plan listed in Rule 14.2.2 cannot be amended to the advantage of the Participants without the prior approval of the shareholders in general meeting unless they are minor amendments to benefit the administration of the Plan or are amendments to take account of a change in legislation or statutory regulations or are to obtain or maintain favourable tax, exchange control or regulatory treatment for Participants or potential Participants in the Plan or for the Company or any Group Company.

14.2.2 The provisions of the Plan referred to in Rule 14.2.1 are:

- 14.2.2.1 the basis for determining an Eligible Employee's entitlement (or otherwise) to be granted an Award and/or to acquire Shares on the exercise of an Option and/or to become absolutely entitled to Shares subject to a Conditional Share Award;
- 14.2.2.2 the persons to whom an Award may be granted;
- 14.2.2.3 the limit on the aggregate number of Shares over which Awards may be granted;
- 14.2.2.4 the Award Price;
- 14.2.2.5 the adjustment of Awards pursuant to Rule 13; and
- 14.2.2.6 this Rule 14.2.

14.3 Alterations which adversely affect Participants

No alteration may be made which would materially increase the liability of any Participant or which would materially decrease the value of any Participant's subsisting rights attached to any Award without in each case that Participant's prior written consent.

14.4 Employees' share scheme

No amendment will be made under this Rule 14 if it would prevent the Plan from being an employees' share scheme within the meaning of section 1166 of the Companies Act 2006.

14.5 Notice of alteration

As soon as reasonably practicable after making any alteration under this Rule 14, the Committee shall give notice in writing of it to each Participant.

15. MISCELLANEOUS

15.1 No employment rights

This Plan shall not form part of the contract of employment of any individual who participates in it. The rights and obligations of any individual under the terms of their office or employment with any Company participating in the Plan 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 shall waive any and all rights to compensation or damages in consequence of the termination of their office or employment for any reason whatsoever (including unfair or wrongful dismissal) insofar as those rights arise or may arise from their ceasing to have rights under or to be entitled to exercise any Option under the Plan as a result of such termination. No such participation, rights or benefits shall be taken into account for the purposes of calculating the amount of benefits payable to any pension fund. Awards granted pursuant to the Plan shall not constitute any representation or warranty that any benefit will accrue to any individual to whom such Award has been granted.

15.2 Administration

The Plan shall be administered by the Committee who may from time to time make and vary procedures for administration of the Plan. The Committee will be responsible for resolving any dispute or disagreement as to the interpretation of the Plan, or of any Rule, regulation or procedure, or as to any question or right arising from or related to the Plan.

15.3 Notices

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

15.3.1 by personal delivery or by sending the same by post:

15.3.1.1 in the case of a company, to their registered office; and

15.3.1.2 in the case of a Participant, to their last known address, or where they are a director or employee of a company participating in the Plan, 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,

and where a notice or other communication is given by first class post, it shall be deemed to have been received 48 hours after it was put into the post properly addressed and stamped; or

15.3.2 by electronic communication to their usual business address or to such other address for the time being notified for that purpose to the person giving the notice.

15.4 Participation by directors

Subject to the articles of association of the Company, a Participant who is a director of the Company may, notwithstanding their interest, vote on any resolution concerning the Plan (other than in respect of their own participation therein) and may retain any benefits under the Plan.

15.5 Data privacy

The Company and any Member of the Group may need to process personal information about any Eligible Employee or Participant (including, but without prejudice to the generality of the foregoing, such person's name, address, age and salary details) in order to administer and manage the Plan and/or comply with its legal obligations.

The Company (Kainos Group plc, whose registered office at the date on which the Rules are amended in 2025 is 21 Farringdon Road, 2nd Floor, London, England EC1M 3HA) is the data controller of the personal information collected and transferred pursuant to the Plan.

The transfer of such personal data to and collection by third party service providers outside the Group may also be necessary in order to manage and administer the Plan. By participating in the Plan, the Participant consents to the holding and processing of personal information relating to the Participant's participation in the Plan by Company or any Member of the Group or any third party service provider and the transfer of such personal information by such parties to other countries (including outside the EEA), which may have a different level of data protection law than Poland in order for the Company, and such other Member of the Group and/or such third party to manage and administer the Plan or comply with its legal obligations.

A Participant is entitled, without payment, to a copy of the personal information held about them, and if anything is inaccurate the Participant has the right to have it corrected or to refuse or withdraw any consents to such personal information being held or processed, but such refusal or withdrawal of consent may affect the Participant's ability to participate in the Plan.

16. TERMINATION

No Options may be granted under the Plan more than ten years after ~~its adoption~~the approval by shareholders of amendments to the Plan at the Company's 2025 Annual General Meeting, but any rights of Participants then subsisting shall remain in force.

17. GOVERNING LAW

These Rules and the Plan shall in all respects shall be governed by and construed in accordance with the laws of England and the courts of England shall have exclusive jurisdiction to settle any dispute which may arise out of or in connection with the Plan. Any proceedings, suit or action arising out of the Plan shall be brought in such courts.