
RULES OF THE LUCECO 2026

PERFORMANCE SHARE PLAN

Approved by the shareholders of Luceco plc on [●] 2026

Adopted by the Board on 20 March 2026

Expiry date: [●] 2036

Table of Contents

1.	DEFINITIONS AND INTERPRETATION	1
2.	GRANT OF AWARDS	5
3.	PERFORMANCE CONDITION.....	6
4.	RESTRICTIONS ON TRANSFER AND BANKRUPTCY.....	6
5.	DIVIDEND EQUIVALENTS.....	6
6.	INDIVIDUAL LIMIT	6
7.	PLAN LIMITS	7
8.	REDUCTION OF AWARDS AND CLAWBACK.....	8
9.	APSP AWARDS.....	9
10.	VESTING, RELEASE AND EXERCISE.....	10
11.	TAXATION AND REGULATORY ISSUES	11
12.	CASH EQUIVALENT	11
13.	CESSATION OF EMPLOYMENT.....	11
14.	CORPORATE EVENTS	14
15.	ADJUSTMENTS.....	17
16.	AMENDMENTS	17
17.	LEGAL ENTITLEMENT.....	18
18.	GENERAL	19
	APPENDIX 1 – CASH AWARDS	20
	APPENDIX 2 – TAX-ADVANTAGED OPTIONS	21

THE LUCECO 2026 PERFORMANCE SHARE PLAN

1. DEFINITIONS AND INTERPRETATION

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

"Award"	a Conditional Award, a Nil-Cost Option, a Cash Conditional Award, a Cash Option or a CSOP Option;
"APSP Award"	an Award granted in the form of a Nil-Cost Option, which: i. the Board has determined will be an APSP Award; and ii. is granted on the same date as a CSOP Option;
"Board"	subject to rule 14.8, the board of the Company or any duly authorised committee of the board, or any duly appointed successor body;
"Cash Conditional Award"	the meaning given by paragraph 1.1 of Appendix 1;
"Cash Option"	the meaning given by paragraph 1.1 of Appendix 1;
"Company"	Luceco plc registered in England and Wales under number 05254883;
"Conditional Award"	a right to acquire Shares for nil cost subject to the rules of the Plan automatically following Release;
"Control"	the meaning given by section 995 of the Income Tax Act 2007;
"CSOP Option"	a right to acquire Shares for the Exercise Price granted under Appendix 2 to the Plan;
"Dealing Day"	any day on which the London Stock Exchange is open for business;
"Dealing Restrictions"	restrictions imposed by the Company's share dealing code, the Listing Rules, the MAR or any applicable laws or regulations which impose restrictions on share dealing;
"Eligible Employee"	an employee (including an executive director) of a Participating Company;
"Exercise Period"	the period during which an Option may be exercised, such period not to exceed ten years from the Grant Date;
"Exercise Price"	the price per Share payable to exercise a CSOP Option as determined by the Board in accordance with paragraph 7 of Appendix 2;

"FCA"	the United Kingdom Financial Conduct Authority, or any successor body;
"Grant Date"	the date on which an Award is granted;
"Grant Period"	the period of 42 days beginning on: i. the day on which the Plan is approved by shareholders of the Company in general meeting; ii. the first Dealing Day after the day on which the Company makes an announcement of its results for any period; iii. any day on which the Policy is approved by shareholders; or iv. 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 during the periods specified above as a result of any Dealing Restrictions, in which case the relevant Grant Period will be 42 days beginning on the Dealing Day after such Dealing Restrictions are lifted;
"Group Member"	any Participating 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;
"Holding Period"	a period of two years beginning on the Vesting Date (or such other period as determined by the Board on or before the Grant Date);
"Internal Reorganisation"	where immediately after a change of Control of the Company, all or substantially all of the issued 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"	the FCA's listing rules, as amended from time to time;
"London Stock Exchange"	London Stock Exchange Group plc or any successor body;
"MAR"	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"	a right to acquire Shares for nil cost subject to the rules of the Plan during an Exercise Period;
"Normal Release Date"	the date on which an Award will normally be Released, which: i. in relation to an Award to which no Holding Period applies, will be the Vesting Date; and ii. in relation to an Award to which a Holding Period applies, will be the first Dealing Day immediately after the end of the Holding Period;
"Option"	a CSOP Option or a Nil-Cost Option;
"Participant"	any person who holds an Award or following their death, their personal representatives;
"Participating Company"	the Company and any of its Subsidiaries;
"Performance Condition"	any one or more condition, measure, target or underpin (whether on an individual basis or otherwise) or conditions imposed under rule 3.1 which relates to performance;
"Performance Period"	the period over which a Performance Condition will be measured which, unless the Board determines otherwise, will be at least three years;
"Plan"	the Luceco 2026 Performance Share Plan as amended from time to time;
"Policy"	the Company's directors' remuneration policy that has most recently been approved by the Company's shareholders;
"Pro-Rating Period"	i. in relation to an Award which is subject to a Performance Condition, the Performance Period; ii. in relation to an Award which is not subject to a Performance Condition, the Vesting Period, or such other period as the Board may determine;
"Recovery Period"	subject to rule 8.5, the period beginning on the first day of the Vesting Period and ending on the fifth anniversary of the Grant Date, or such other period determined by the Board on or before the Grant Date;
"Recruitment Award"	an Award to facilitate the recruitment of an Eligible Employee;
"Related CSOP Option"	a CSOP Option granted under Appendix 2 to the Plan on the same Grant Date to the same Eligible Employee as an Award which the Board has determined will be an APSP Award;

"Release"	i. in relation to a Conditional Award, the point at which a Participant becomes entitled to receive the Shares under their Award; and ii. in relation to an Option, the point at which it becomes capable of exercise, and "Released" and "Unreleased" will be construed accordingly;
"Release Date"	the date on which an Award is Released;
"Schedule 4"	Schedule 4 to the Income Tax (Earnings and Pensions) Act 2003;
"Share"	a fully paid ordinary share in the capital of the Company;
"Shareholding Requirement"	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"	the meaning given by section 1159 of the Companies Act 2006;
"Tax Liability"	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 account to any relevant authority, or any reasonable estimate thereof;
"Trustee"	the trustee or trustees for the time being of any employee benefit trust, the beneficiaries of which include Eligible Employees;
"Vest"	the Board's determination of the number of Shares in respect of which an Award may become capable of Release by reference to the satisfaction of any Performance Condition, any adjustment in accordance with rule 10.2 and any other term of the Award and "Vesting" , "Vested" and "Unvested" will be construed accordingly; and
"Vesting Date"	the date on which an Award will normally Vest, which will be the later of: i. the date on which the Board determines the extent to which any Performance Condition has been satisfied in accordance with rule 10.1; and ii. the date on which the Board determines whether an adjustment should be made in accordance with rule 10.2,

or any other date set by the Board on or before the Grant Date;
and

“Vesting Period”

i. in relation to an Award that is subject to a Performance Condition, the Performance Period (or such other period as the Board may determine on or before the Grant Date; and

ii. in relation to an Award that is not subject to a Performance Condition, the period commencing on the Grant Date and ending on the third anniversary of the Grant Date (or such other date as the Board may determine on or before the Grant Date).

1.2 References in the Plan to:

1.2.1 any statutory provisions are to those provisions as amended or re-enacted from time to time; and

1.2.2 the singular include the plural and vice versa.

1.3 Headings do not form part of the Plan.

2. GRANT OF AWARDS

2.1 Subject to rule 2.2, during a Grant Period, the Board may grant an Award to an Eligible Employee in its discretion subject to the rules of the Plan.

2.2 An Award may be subject to such additional terms as the Board may determine.

2.3 An Award may be divided into distinct tranches with different Vesting Periods, Performance Conditions and/or Holding Periods and, if so, the rules of the Plan will be construed as if each tranche were itself a separate Award.

2.4 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 UK or overseas).

2.5 Awards must be granted by deed (or in such other written form as the Board determines) and, as soon as reasonably practicable after the Grant Date, Participants must be notified of the terms of their Award including the Vesting Period, the Vesting Date, any Performance Condition, any Holding Period, whether the Award is granted as an APSP Award in accordance with rule 9, any additional terms imposed by the Board in accordance with rule 2.2.

2.6 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 (or such other date determined by the Board on or before the Grant Date) after the Grant Date:

2.6.1 the Award may not be Released; and/or

2.6.2 the Board may determine that the Award will lapse.

- 2.7 No Award may be granted under the Plan after the tenth anniversary of the date on which the Plan was approved by the shareholders of the Company.

3. PERFORMANCE CONDITION

- 3.1 Awards may be subject to the satisfaction of a Performance Condition, provided that any Award (other than a Recruitment Award) granted to an executive director of the Company must be subject to the satisfaction of a Performance Condition to the extent required by the Policy.
- 3.2 Subject to rules 13 and 14, the Performance Condition will be measured over the Performance Period.
- 3.3 The Board may amend or substitute a Performance Condition in accordance with its terms or if the Board considers that a substituted or amended Performance Condition would be reasonable, appropriate and would not be materially less difficult to satisfy.

4. RESTRICTIONS ON TRANSFER AND BANKRUPTCY

- 4.1 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.
- 4.2 An Award will lapse immediately if the Participant is declared bankrupt or, if the Participant is outside the UK, any analogous event occurs.

5. DIVIDEND EQUIVALENTS

- 5.1 The Board may decide at any time before the delivery of Shares in satisfaction of an Award (other than a CSOP Option), 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 Release Date) 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.
- 5.2 Any such amount will be payable as soon as reasonably practicable after Release or, in the case of a Nil-Cost Option, exercise of the relevant Award.
- 5.3 Where a Participant receives an amount in accordance with rule 5.1 in respect of an APSP Award, the amount delivered will be calculated on the basis of the number of Shares in respect of the APSP Award is Released before the application of rule 9.4.

6. INDIVIDUAL LIMIT

- 6.1 Subject to rule 6.4, no Eligible Employee may be granted an Award (other than a Recruitment Award) which would, at the time it is granted, cause the market value of the Shares subject to all Awards (other than Recruitment Awards) granted to that Eligible Employee in respect of a particular financial year of the Company to exceed the applicable limit as set out in the Policy.
- 6.2 For the purposes of rule 6.1, the "market value" of a Share:

- 6.2.1 will be determined by the Board; and
- 6.2.2 will normally be determined by reference to the value of a Share at the date the Award is granted.
- 6.3 To the extent any Award exceeds the limit in rule 6.1 it will be scaled back accordingly.
- 6.4 Shares subject to a Related CSOP Option granted in connection with an APSP Award will not be taken into account for the purposes of the limit in this rule 6.

7. PLAN LIMITS

- 7.1 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 as represents ten per cent of the ordinary share capital of the Company in issue.
- 7.2 Subject to rules 7.3 and 7.4, in determining the limit set out in rule 7.1, 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 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:
 - 7.2.1 Shares which have been issued or may be issued to any Trustee;
 - 7.2.2 Shares which have been or may be transferred from treasury to any Trustee; andin either case for the Trustee to then transfer to satisfy an award (unless these Shares have already been counted under this rule 7.2).
- 7.3 The Board may determine that Shares transferred from treasury will cease to count as allocated for the purposes of rule 7.2 if guidelines published by institutional investor representative bodies no longer require such Shares to be counted.
- 7.4 The number of Shares allocated does not include:
 - 7.4.1 Shares that were allocated to satisfy awards to the extent that such awards have lapsed or been relinquished;
 - 7.4.2 existing Shares (other than treasury Shares) which have been transferred to satisfy awards or which have been allocated to satisfy awards; and
 - 7.4.3 Shares allocated in respect of awards which are then satisfied in cash.
- 7.5 If the Board purports to grant one or more Awards which are inconsistent with the limits in this rule 7, each such Award will be reduced as determined by the Board and will take effect from the Grant Date over the maximum number of Shares permitted by those limits.
- 7.6 The Board may make such adjustments to the method of assessing the limit set out in rule 7.1 as it considers appropriate in the event of any variation of the Company's share capital.

8. REDUCTION OF AWARDS AND CLAWBACK

- 8.1 Notwithstanding any other rule of the Plan this rule 8 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 the cessation is lawful.
- 8.2 The Board may take any of the actions set out in rule 8.3 or 8.4 if the Board determines that any of the following circumstances have occurred or exist before the end of the Recovery Period:
- 8.2.1 a material misstatement of any Group Member's financial results;
 - 8.2.2 an error in assessing a Performance Condition applicable to an Award or in the information or assumptions on which an Award was granted, Vests or is Released;
 - 8.2.3 a material failure of risk management in any Group Member or a relevant business unit;
 - 8.2.4 serious reputational damage to any Group Member or a relevant business unit;
 - 8.2.5 the Board determining in its reasonable opinion that any action or conduct of the Participant amounts to serious misconduct, fraud or gross misconduct; or
 - 8.2.6 any other circumstances which the Board in its discretion considers to be similar in their nature or effect to those in rules 8.2.1 to 8.2.5.
- 8.3 The Board may, where rule 8.2 applies:
- 8.3.1 reduce (including to zero) the number of Shares to which an Award relates; and/or
 - 8.3.2 impose further conditions on an Award
- at any time before the end of the Recovery Period in respect of the Award.
- 8.4 If Shares and/or cash have been delivered in satisfaction of an Award, the Board may, where rule 8.2 applies:
- 8.4.1 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
 - 8.4.2 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 have the discretion to 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.
- 8.5 If the action or conduct of any Participant or Group Member 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.

Cross-clawback

8.6 The Board may take any of the actions set out in rule 8.3 in order to effect the recovery of sums paid or Shares delivered under any malus or clawback provisions which are included in any incentive plan (including the Plan) operated by any Group Member.

8.7 For the purposes of this rule 8, references to:

8.7.1 a Participant include former Participants; and

8.7.2 a Group Member or a relevant business unit include any former Group Member or former business unit.

9. APSP AWARDS

9.1 An APSP Award may only be exercised in accordance with rule 9.2 or rule 9.4.

9.2 If the Related CSOP Option is irrevocably surrendered for no consideration in respect of all the Shares to which it relates, the APSP Award will cease to be subject to rule 9.4 and may be exercised in accordance with the rules of the Plan over the number of Shares in respect of which it is Released.

9.3 A Related CSOP Option may only be exercised once and in respect of all the Shares in respect of which it is Released.

9.4 When the Related CSOP Option is exercised, the APSP Award will automatically be exercised over a number of Shares calculated in accordance with rule 9.5 and the remainder of the APSP Award will lapse immediately.

9.5 The number of Shares over which an APSP Award may be exercised in accordance with rule 9.4 will be such number of Shares as have an aggregate market value (as determined by the Board) in accordance with the formula set out below:

9.5.1 $\text{Market Value} = \text{Unadjusted Gain} - (\text{Exercise Value} - \text{Exercise Price})$

Where:

- (a) Market Value is the market value of Shares over which an APSP Award may be exercised in accordance with rule 9.4;
- (b) Unadjusted Gain is the market value (as determined by the Board) of the Shares in respect of which the APSP Award would be Released but for this rule 9.5;
- (c) Exercise Value is the market value (as determined by the Board) of the Shares in respect of which the Related CSOP Option is exercised; and

(d) Exercise Price is the aggregate Exercise Price for the Related CSOP Option.

10. VESTING, RELEASE AND EXERCISE

- 10.1 As soon as reasonably practicable after the end of the Performance Period (or if this rule applies to an Award under rule 13 or 14 before the end of the Performance Period, then at the relevant time), the Board will determine if and to what extent the Performance Condition has been satisfied and accordingly, the extent to which the Award will, subject to rule 10.2, Vest. If the extent to which the Performance Condition is satisfied is determined before the end of the Performance Period, the Board will take into account such factors as it considers are relevant.
- 10.2 As soon as reasonably practicable after the determination under rule 10.1 (or in the case of an Award that is not subject to a Performance Condition, after the end of the Vesting Period), the Board may adjust (including by reducing to nil), the extent to which an Award would (but for this rule 10.2) Vest, if it considers that:
- 10.2.1 such Vesting level does not reflect the underlying financial or non-financial performance of the Participant or the Group over the Vesting Period;
 - 10.2.2 such Vesting level is not appropriate in the context of circumstances that were unexpected or unforeseen at the Grant Date; or
 - 10.2.3 there exists any other reason why an adjustment is appropriate,
- taking into account such factors as the Board considers are relevant.
- 10.3 An Award will Vest to the extent determined in accordance with rules 10.1 and 10.2 and any part of the Award that does not Vest on such date will lapse immediately.
- 10.4 Subject to rules 11, 13 and 14 an Award will be Released on the Normal Release Date unless on the Normal Release Date (or on any other date on which an Award is due to be Released under rule 13 or 14):
- 10.4.1 a Dealing Restriction applies to the Participant, in which case an Award will be Released on the date on which such Dealing Restriction lifts; or
 - 10.4.2 the action or conduct of any Participant, Group Member or relevant business unit is under investigation pursuant to rule 8 and such investigation has not yet been concluded by that date, in which case an Award will be Released on such later date as the Board considers appropriate to allow such investigation to be concluded; and
 - 10.4.3 an Option may then 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.
- 10.5 Subject to rules 11 and 12, where a Conditional Award has been Released or an Option has been exercised, the number of Shares in respect of which the Award has been Released or exercised together with any additional Shares or cash to which a Participant becomes entitled under rule 5 will be issued, transferred or paid (as applicable) to the Participant as soon as reasonably practicable thereafter.

- 10.6 Any costs associated with the delivery of Shares to satisfy any 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 11 will be borne by the Participant.

11. TAXATION AND REGULATORY ISSUES

- 11.1 A Participant will be responsible for and indemnifies each relevant Group Member and the Trustee against any Tax Liability relating to their Award. Any Group Member and/or the Trustee may withhold an amount not exceeding such Tax Liability from any amounts due to the Participant (to the extent such withholding is lawful) and/or make any other arrangements as it considers appropriate to ensure recovery of such Tax Liability including, without limitation, the sale of sufficient Shares acquired to realise an amount equal to the Tax Liability or the cash settlement of part of the Award under rule 12.
- 11.2 The Release of an Award, the exercise of a Nil-Cost Option and the issue or transfer of Shares under the Plan will be subject to obtaining any approval or consent required by the FCA (or any other relevant authority), any Dealing Restrictions or any other applicable laws or regulations (whether in the UK or overseas).
- 11.3 The Board may make the delivery of Shares on the Release of a 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 reasonable required by the Board in connection with any Shareholding Requirement.

12. CASH EQUIVALENT

- 12.1 Subject to rules 12.2 and 12.3, at any time before the date on which 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. The cash sum will be equal to the market value (as determined by the Board) of that number of the Shares which would otherwise have been issued or transferred and for these purposes:

12.1.1 in the case of a Conditional Award, market value will be determined on the Release Date;

12.1.2 in the case of a Nil-Cost Option, market value will be determined on the date of exercise; and

any cash sum will be paid to the Participant as soon as reasonably practicable after the Release of the Conditional Award or the exercise of the Nil-Cost Option (or, if later, the date of the determination by the Board under this rule 12.1) net of any Tax Liability.

- 12.2 The Board may determine that this rule 12 will not apply to an Award, or any part of it.
- 12.3 This rule 12 will not apply to any CSOP Option.

13. CESSATION OF EMPLOYMENT

Cessation of employment before the Vesting Date – default position

- 13.1 If a Participant ceases to hold office or employment with a Group Member before the Vesting Date other than in accordance with rule 13.2 or 13.5, their Unvested Award will lapse on the date of such cessation.

Death

- 13.2 If a Participant dies, then unless the Board determines otherwise:
- 13.2.1 an Unvested Award will be Released in accordance with rule 13.3 as soon as reasonably practicable after the date of death; and
 - 13.2.2 a Vested but Unreleased Award will be Released as soon as reasonably practicable after the date of death.
- 13.3 The number of Shares in respect of which an Unvested Award is Released pursuant to rule 13.2.1 will be determined by the Board in its discretion, taking into account:
- 13.3.1 the early application of rule 10.1 (determining the extent to which any Performance Condition has been satisfied);
 - 13.3.2 the early application of rule 10.2 (adjusting outcomes); and
 - 13.3.3 unless the Board determines otherwise, the proportion of the Pro-Rating Period that has elapsed on the date of death,
- and to the extent that an Award is not Released in full, the remainder will lapse immediately.
- 13.4 If a Participant dies, a Nil-Cost Option may, to the extent it is Released, be exercised at any time until the first anniversary of the date of death (or such other period as the Board may determine) after which time it will lapse unless it lapses earlier under rule 14.

Cessation of employment before the Vesting Date – good leaver

- 13.5 If a Participant ceases to hold office or employment with a Group Member before the Vesting Date as a result of:
- 13.5.1 ill-health, injury or disability as established to the satisfaction of the Board;
 - 13.5.2 the Participant's employing company ceasing to be a Group Member or the transfer of an undertaking or part of an undertaking (in which the Participant is employed) to a person who is not a Group Member;
 - 13.5.3 a relevant transfer within the meaning of the Transfer of Undertakings (Protection of Employment) Regulations 2006; or
 - 13.5.4 any other reason at the Board's discretion, for example retirement, except where a Participant is summarily dismissed,
- unless the Board determines that an Award will be Released in accordance with rule 13.6, an Award will continue and, subject to it being Released or lapsing earlier under rule 14, will be Released in accordance with rule 13.7 on the Normal Release Date.

- 13.6 If the Board determines that an Award will be Released in accordance with this rule 13.6, it will be Released in accordance with rule 13.7 as soon as reasonably practicable after the date of the Participant's cessation of office or employment (or on such other date as determined by the Board).
- 13.7 The number of Shares in respect of which the Award is Released pursuant to rule 13.5 or 13.6 will be determined by the Board in its discretion, taking into account:
- 13.7.1 the extent to which any Performance Condition has been satisfied at the end of the Performance Period (if rule 13.5 applies) or at the date of the Participant's cessation of office or employment (if rule 13.6 applies);
 - 13.7.2 the application of rule 10.2 (adjusting outcomes) at that time; and
 - 13.7.3 unless the Board determines otherwise, the proportion of the Pro-Rating Period that has elapsed on the date of cessation of office or employment
- and to the extent that an Award is not Released in full, the remainder will lapse immediately.
- 13.8 Subject to rule 13.4, a Nil-Cost Option may, to the extent it is Released pursuant to rule 13.5 or 13.6, be exercised for a period of six months from the Release Date (or such other period as the Board may determine) after which time it will lapse unless it lapses earlier under rule 14.

Cessation of employment on or after the Vesting Date

- 13.9 Subject to rule 13.2.2, if a Participant ceases to hold office or employment with a Group Member on or after the Vesting Date but before the Normal Release Date for any reason (except summary dismissal, in which case the Award will lapse on the date of such cessation), unless the Board determines that their Award will be Released in accordance with rule 13.10, it will continue and be Released on the Normal Release Date, subject to it being Released or lapsing earlier under rule 14.
- 13.10 If the Board determines that an Award will be Released in accordance with this rule 13.10, it will be Released as soon as reasonably practicable after the date of the Participant's cessation of office or employment (or on such other date as determined by the Board).
- 13.11 Subject to rule 13.4, where a Participant ceases to hold office or employment with a Group Member on or after the Vesting Date (except where they cease to hold office or employment with a Group Member because of summary dismissal, in which case their Nil-Cost Option will lapse on the date of such cessation), their Nil-Cost Option may be exercised for a period of six months (or such other period as the Board may determine) from:
- 13.11.1 the date of such cessation, if it has already been Released on that date;
 - 13.11.2 the Release Date, to the extent that it is Released in accordance with rule 13.9 or 13.10
- after which time it will lapse unless it lapses earlier under rule 14.

Meaning of cessation of employment

- 13.12 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:

13.12.1 an office or employment; or

13.12.2 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 the date such person serves notice of termination of office or employment.

Leavers – shareholding requirement

- 13.13 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

- 13.14 If an Award continues in accordance with rule 13.5 following a Participant ceasing to hold office or employment with a Group Member, the Board may:

13.14.1 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 to provide services to, a competitor of the Group;

13.14.2 make the delivery of any Shares to satisfy the Release of a Conditional Award or the exercise of a Nil-Cost Option conditional on the Participant giving the confirmation referred to in rule 13.14.1;

13.14.3 determine that the Award will lapse if:

- (a) the Participant does not give the confirmation referred to in rule 13.14.1; or
- (b) if 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, a competitor of the Group.

14. CORPORATE EVENTS

- 14.1 Where any of the events described in rule 14.3 occur, subject to rules 14.6 and 14.7, all Unreleased Awards will be Released (in the case of Unvested Awards, in accordance with rule 14.2) at the time of such event. A Nil-Cost Option (whether it was Released under this rule 14.1 or earlier) will, subject to rules 14.6 and 14.7, lapse after a period of one month (or such other period as the Board may determine) from the date of the relevant event.

- 14.2 Any Unvested Award will be Released pursuant to rule 14.1 to the extent determined by the Board, taking into account:

- 14.2.1 the extent to which any Performance Condition has, in the Board's opinion, been satisfied at the time of the relevant event;
- 14.2.2 the application of rule 10.2 (adjusting outcomes) at that time;
- 14.2.3 if a Participant has already ceased to hold office or employment with a Group Member, in accordance with rule 13.7.3 unless the Board determines otherwise; and
- 14.2.4 in all other circumstances, unless the Board determines otherwise, the proportion of the Pro-Rating Period that has elapsed on the date of the relevant event,

and to the extent that an Award is not Released, or is not exchanged in accordance with rules 14.6 and 14.7, it will lapse immediately.

14.3 The events referred to in rule 14.1 are:

14.3.1 General offer

Any person (either alone or together with any person acting in concert with them):

- i. obtains Control of the Company as a result of making a general offer to acquire Shares; or
- ii. already having Control of the Company, makes an offer to acquire all of the Shares other than those which are already owned by them,

and such offer becomes wholly unconditional.

14.3.2 Scheme of arrangement

A compromise or arrangement in accordance with section 899 or 901F of the Companies Act 2006 for the purposes of a change of Control of the Company is sanctioned by the Court.

14.4 Winding-up

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:

- 14.4.1 whether and to what extent Unreleased Awards will be Released, taking into account, in the case of Unvested Awards, the extent to which any Performance Condition has, in the Board's opinion, been satisfied and, unless the Board determines otherwise, the proportion of the Pro-Rating Period that has elapsed on the date of the relevant event; and
- 14.4.2 the period of time during which any Released Nil-Cost Option may be exercised, after which time it will lapse.

To the extent that an Award is not Released it will lapse immediately.

14.5 Other events

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, which, in the Board's opinion, may materially affect the current or future value of Shares, the Board may determine that an Unreleased Award will be Released, in which case:

14.5.1 any Unvested Award will be Released taking into account:

- (a) the extent to which any Performance Condition has, in the Board's opinion, been satisfied at the time of the relevant event;
- (b) the application of rule 10.2 (adjusting outcomes) at that time;
- (c) if a Participant has already ceased to hold office or employment with a Group Member, in accordance with rule 13.7.3 unless the Board determines otherwise; and,
- (d) in all other circumstances, unless the Board determines otherwise, the proportion of the Pro-Rating Period that has elapsed on the date of the relevant event; and

14.5.2 the Board will determine the period during which any Released Nil-Cost Option may be exercised, after which time it will lapse.

To the extent that the Award is not Released it will lapse immediately, unless the Board determines otherwise.

14.6 Exchange

An Award will not Vest, be Released or lapse under this rule 14 but will be exchanged on the terms set out in rule 14.7 to the extent that:

14.6.1 an offer to exchange the Award is made and accepted by a Participant;

14.6.2 there is an Internal Reorganisation, unless the Board determines that an Award should be Released under rule 14.1; or

the Board decides (before the relevant event) that an Award will be exchanged automatically.

14.7 Exchange terms

If this rule 14.7 applies, the Award will not be Released (if not already Released) but will be exchanged in consideration of the grant of a new award (the "**New Award**") which, in the Board's opinion, is equivalent to the Award, but relates to shares in a different company (whether the acquiring company or a different company). The rules of the Plan will be construed in relation to the New Award as if:

14.7.1 the New Award was an Award granted under the Plan at the same time as the Award;

14.7.2 references to any Performance Conditions were references to such new performance conditions relating to the business or shares of the company whose shares are subject

to the New Award (or any member of its group as the Board may consider appropriate in the circumstances);

14.7.3 references to the Company were references to the company whose shares are subject to the New Award; and

14.7.4 references to Shares were references to shares in the company whose shares and/or other securities that are the subject of the New Award.

14.8 Meaning of Board

Any reference to the Board in this rule 14 means the members of the Board immediately before the relevant event.

15. ADJUSTMENTS

15.1 The number of Shares subject to an Award may be adjusted in such manner as the Board determines, in the event of:

15.1.1 any variation of the share capital of the Company; or

15.1.2 a demerger, delisting, special dividend or other event which may, in the Board's opinion, materially affect the current or future value of Shares.

15.2 The Board may also adjust any Performance Condition.

16. AMENDMENTS

16.1 Except as described in this rule 16, the Board may at any time amend the rules of the Plan or the terms of any Award.

16.2 Subject to rule 16.3, no amendment to the advantage of Eligible Employees and/or Participants will be made under this rule 16 to the provisions relating to:

16.2.1 the persons to whom, or for whom, Shares or cash are provided under the Plan;

16.2.2 limitations on the number or amount of Shares or cash subject to the Plan;

16.2.3 the maximum entitlement for any one Participant;

16.2.4 the basis for determining a Participant's entitlement to, and the terms of, Shares or cash to be provided under the Plan;

16.2.5 the adjustments that may be made in the event of a variation of capital; and

16.2.6 the terms of this rule 16.2

without prior approval of the members of the Company in general meeting.

16.3 Rule 16.2 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 or Participant.

16.4 No amendment to the material disadvantage of existing rights of Participants (except in respect of the Performance Condition) will be made under rule 16.1 unless:

16.4.1 every Participant who may be affected by such amendment has been invited to indicate whether or not they approve the amendment; and

16.4.2 the amendment is approved by a majority of those Participants who have so indicated.

16.5 No amendment will be made under this rule 16 if it would prevent the Plan from being an employees' share scheme in accordance with section 1166 of the Companies Act 2006.

16.6 The Board may establish further schedules to the Plan for overseas territories. Any such schedule will be similar to the Plan but may modify the Plan to take account of local tax, exchange control or securities laws. Any Award granted under any such schedule must be treated as counting against the limit set out in rule 6 and any Shares made available under any such schedule must be treated as counting against the limit set out in rule 7.

17. LEGAL ENTITLEMENT

17.1 This rule 17 applies during a Participant's employment with any Group Member and after the termination of such employment, whether or not the termination is lawful.

17.2 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.

17.3 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.

17.4 By participating in the Plan, a Participant waives all rights to compensation for any loss in relation to the Plan, including:

17.4.1 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);

17.4.2 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; and

17.4.3 the operation, suspension, termination or amendment of the Plan.

18. GENERAL

- 18.1 The Plan will terminate upon the date stated in rule 2.6, 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.
- 18.2 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 before the date of issue or transfer from treasury.
- 18.3 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.
- 18.4 Benefits received under the Plan are not pensionable.
- 18.5 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.
- 18.6 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.
- 18.7 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.
- 18.8 No third party will have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Plan (without prejudice to any right of a third party which exists other than under that Act).
- 18.9 The rules of the Plan will be governed by and construed in accordance with the laws of England and Wales. Any person referred to in the Plan submits to the exclusive jurisdiction of the Courts of England and Wales.

APPENDIX 1 – CASH AWARDS

1. CASH AWARDS

- 1.1 The rules of the Luceco 2026 Performance Share Plan will apply to a right to receive a cash sum granted under this Appendix 1 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 Appendix 1. Where there is any conflict between the rules of the Plan and this Appendix 1, the terms of this Appendix 1 will prevail.
- 1.2 Each Cash Conditional Award or Cash Option will relate to a certain number of notional Shares.
- 1.3 On the Release of a Cash Conditional Award or the exercise of a Cash Option the Participant will be entitled to receive a cash sum, calculated on the following basis:
 - 1.3.1 in the case of a Cash Conditional Award the cash sum will be equal to the market value (as determined by the Board) of the notional Shares in respect of which the Cash Conditional Award is Released; and
 - 1.3.2 in the case of a Cash Option the cash sum will be equal to the market value (as determined by the Board) on the date of exercise of the notional Shares in respect of which the Cash Option is exercised.
- 1.4 The cash sum payable under paragraph 1.3 above will be paid to the Participant as soon as reasonably practicable after the Release of the Cash Conditional Award or the exercise of the Cash Option, net of any Tax Liability.
- 1.5 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 1.3 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.

APPENDIX 2 – TAX-ADVANTAGED OPTIONS

1. CSOP OPTIONS

- 1.1 The purpose of this Appendix 2 is to provide, in accordance with Schedule 4, benefits for employees in the form of CSOP Options. No benefits may be provided under this Appendix 2 other than in accordance with Schedule 4. This Appendix 2 sets out the terms on which the Board may grant CSOP Options.
- 1.2 The rules of the Plan will apply to CSOP Options except as amended in this Appendix 2.
- 1.3 Where there is any conflict between the rules of the Plan and this Appendix 2, this Appendix 2 will prevail in respect of any CSOP Option.

2. DEFINITIONS AND INTERPRETATION

- 2.1 Except as provided for in this Appendix 2 capitalised words and expressions will have the same meanings as in the rules of the Plan.
- 2.2 In this Appendix 2, unless otherwise stated, the words and expressions below have the following meanings:

"HMRC"

HM Revenue and Customs;

"Market Value"

- i. if the Shares are quoted on the Daily Official List of the London Stock Exchange:
 - (a) the middle market quotation (as derived from that List) of a Share on the Dealing Day immediately before the relevant date; or
 - (b) if the Board determines, the average of the middle market quotations (as so derived) of a Share for a number of Dealing Days (not exceeding five) immediately before the relevant date; and
- ii. if the Shares are not quoted on the Daily Official List of the London Stock Exchange, the market value of a Share as determined in accordance with Part VIII of the Taxation of Chargeable Gains Act 1992 and agreed with HMRC on or before that date for the purposes of the CSOP;

**"Non-UK Company
and Reorganisation Agreement"**

the meaning given by paragraph 35ZA of Schedule 4;

"Restriction"

the meaning given by paragraph 36(3) of Schedule 4.

- 2.3 The wording "or such other period as the Board may determine" will be deleted from the definition of "Pro-Rating Period".

3. GRANT OF AWARDS

- 3.1 An Award may only be granted under this Appendix 2 as a CSOP Option with an Exercise Price determined in accordance with paragraph 7 of this Appendix 2.
- 3.2 CSOP Options must be granted by deed. The terms of an Award notified to Participants under rule 2.5 in respect of a CSOP Option will state:
- 3.2.1 the Exercise Price;
 - 3.2.2 the number and description of Shares which may be acquired in the exercise of the CSOP Option;
 - 3.2.3 the Restrictions to which those Shares are subject (including the Restrictions imposed by rules 8 and 11);
 - 3.2.4 whether rule 13.6 and/or 13.10 will apply if the Participant ceases to hold office or employment with a Group Member;
 - 3.2.5 the times at which the CSOP Option may be exercised (in whole or in part); and
 - 3.2.6 the circumstances under which the CSOP Option will lapse or be cancelled (in whole or in part), including details of any Performance Condition, any other terms imposed under rule 2.2 and details of rule 8 as it applies for the purposes of this Appendix 2.
- 3.3 A CSOP Option may not be granted as an APSP Award.
- 3.4 If the Board purports to grant a CSOP Option subject to a term that does not satisfy the requirements of Schedule 4, that term will not apply to the CSOP Option.
- 3.5 Any Performance Condition applied to a CSOP Option and any additional term applied to a CSOP Option in accordance with rule 2.2 must be objective.
- 3.6 The following rule 3.2 will apply to CSOP Options in substitution for rule 3.2:
- “3.2 The Board may amend or substitute a Performance Condition if one or more events occur which cause the Board to consider that a substituted or amended Performance Condition would be more appropriate and would be neither materially more nor less difficult to satisfy.”

4. ELIGIBILITY

- 4.1 A CSOP Option may only be granted to a person who is:
- 4.1.1 an employee (but not a director) of a Participating Company; or
 - 4.1.2 an employee or a director of a Participating Company who is obliged to devote not less than 25 hours a week (excluding meal breaks) to the performance of the duties of their office or employment with the Participating Company.

- 4.2 A CSOP Option may not be granted to any person who is excluded from participation in the grant of CSOP Options by virtue of paragraph 9 of Schedule 4 (“material interest” in the Company).

5. HMRC LIMIT

- 5.1 The Company must not grant a CSOP Option to any person which would on the Grant Date cause the aggregate Market Value of the Shares which they may acquire by exercising that CSOP Option, and any other option which is to be taken into account for the purposes of the limit specified in paragraph 6(1) of Schedule 4, to exceed that limit (which at the time of adoption of the Plan is £60,000).
- 5.2 For the purpose of this paragraph 5, the Market Value of a Share:
- 5.2.1 will be determined at the time when the relevant option is granted; and
 - 5.2.2 in the case of a share subject to a Restriction, will be determined as if the Restriction did not apply.
- 5.3 If the Company purports to grant a CSOP Option in breach of the limit in paragraph 5.1, that CSOP Option will take effect from the Grant Date over the maximum number of Shares over which it may be granted within that limit.

6. SHARES SUBJECT TO CSOP OPTIONS

Subject to paragraph 11.5 of this Appendix 2, the Shares subject to a CSOP Option must satisfy the conditions referred to in paragraph 15 of Schedule 4.

7. EXERCISE PRICE

- 7.1 The Exercise Price applying to a CSOP Option will be determined by the Board and will not be less than the greater of:
- 7.1.1 the Market Value of a Share on the date the CSOP Option is granted; and
 - 7.1.2 if the Shares are to be subscribed, the nominal value of a Share.
- 7.2 For the purposes of this paragraph 7, the Market Value of a Share subject to a Restriction will be determined as if the Restriction did not apply.
- 7.3 The Exercise Price applying to a CSOP Option may be adjusted in accordance with paragraph 13 of this Appendix 2.

8. VESTING, RELEASE AND EXERCISE OF A CSOP OPTION

- 8.1 Rule 10.2 will not apply to any CSOP Option.
- 8.2 A Participant may not exercise a CSOP Option while they are excluded from being granted a CSOP Option by virtue of paragraph 9 of Schedule 4.
- 8.3 To exercise a CSOP Option, a Participant must give written notice of exercise to the Company and pay to the Company (or undertake, in a form acceptable to the Company, to pay to the

Company) the aggregate Exercise Price payable in respect of the exercise. The CSOP Option will not be effectively exercised until the Company has received the relevant payment or undertaking and notice. In its application to any CSOP Option, there shall be added to the end of rule 10.5: “and in any event by no later than 30 days after the date of exercise”.

8.4 The following rule 11.1 will apply to CSOP Options in substitution for rule 11.1:

“11.1 A Participant will be responsible for and indemnifies each relevant Group Member and the Trustee against any Tax Liability arising as a result of the exercise of a CSOP Option and will reimburse the Group Member and/or the Trustee (as relevant) for the Tax Liability within 30 days of it arising. A CSOP Option may only be exercised if there are arrangements in place acceptable to the Board to provide for the reimbursement of any Tax Liability arising as a result of the exercise, which may include:

11.1.1 the Participant making a payment to the Group Member and/or the Trustee;

11.1.2 the Group Member withholding an amount equal to the Tax Liability from the Participant’s remuneration (to the extent permitted by law); or

11.1.3 with the Participant’s agreement, any other arrangements acceptable to the Group Member and/or the Trustee to reimburse the Tax Liability, including authorising the sale of sufficient of the Shares on the Participant’s behalf and withholding from the sale proceeds an amount equal to the Tax Liability.”

8.5 Rule 5 (Dividend equivalents) will not apply to any CSOP Option.

8.6 Rule 12 (Cash equivalent) will not apply to any CSOP Option.

9. REDUCTION OF AWARDS AND CLAWBACK

9.1 Rules 8.3 and 8.6 will not apply to any CSOP Option.

9.2 CSOP Options will be subject to a restriction, such that rule 8.4 will apply.

9.3 Rule 8.5 will not apply to any CSOP Option.

10. CESSATION OF EMPLOYMENT

The following rules 13.1 to 13.11 will apply to CSOP Options in substitution for rules 13.1 to 13.11:

“Cessation of employment before the Vesting Date – default position

13.1 If a Participant ceases to hold office or employment with a Group Member before the Vesting Date other than in accordance with rule 13.2 or 13.5, their Unvested CSOP Option will lapse at that time.

Death

13.2 If a Participant dies:

- 13.2.1 an Unvested CSOP Option will be Released in accordance with rule 13.3 as soon as reasonably practicable after the date of death; and
 - 13.2.2 a Vested but Unreleased CSOP Option will be Released as soon as reasonably practicable after the date of death to the extent already determined in accordance with rule 10.1.
- 13.3 The number of Shares in respect of which an Unvested CSOP Option is Released pursuant to rule 13.2.1 will be determined by the Board taking into account:
- 13.3.1 the extent to which any Performance Condition has been satisfied; and
 - 13.3.2 unless the Board determines otherwise, the proportion of the Pro-Rating Period that has elapsed on the date of death,
- and to the extent that a CSOP Option is not Released in full, the remainder will lapse immediately.
- 13.4 If a Participant dies, a CSOP Option may, to the extent it is Released, be exercised at any time until the first anniversary of the date of death, after which time it will lapse, unless it lapses earlier under rule 14.4.

Cessation of employment before the Vesting Date

- 13.5 If a Participant ceases to hold office or employment with a Group Member before the Vesting Date as a result of:
- 13.5.1 ill-health, injury or disability as established to the satisfaction of the Board;
 - 13.5.2 retirement;
 - 13.5.3 redundancy within the meaning of the Employment Rights Act 1996;
 - 13.5.4 the Participant's employing company ceasing to be a Group Member or the transfer of an undertaking or part of an undertaking (in which the Participant is employed) to a person who is not a Group Member;
 - 13.5.5 a relevant transfer within the meaning of the Transfer of Undertakings (Protection of Employment) Regulations 2006; or
 - 13.5.6 any other reason at the Board's discretion, except where a Participant is summarily dismissed,
- unless the Board determined on the Grant Date that the CSOP Option will be Released in accordance with rule 13.6, a CSOP Option will continue and, subject to it being Released or lapsing earlier under rule 14, it will be Released in accordance with rule 13.7 on the Normal Release Date.
- 13.6 If a CSOP Option is Released in accordance with this rule 13.6, it will be Released in accordance with rule 13.7 as soon as reasonably practicable after the date of the

Participant's cessation of office or employment (or on such other date as determined by the Board on the Grant Date).

- 13.7 The number of Shares in respect of which a CSOP Option is Released pursuant to rule 13.5 or 13.6 will be determined by the Board taking into account:

13.7.1 the extent to which any Performance Condition has been satisfied at the end of the Performance Period (if rule 13.5 applies) or on the date of the Participant's cessation of office or employment (if rule 13.6 applies); and

13.7.2 unless the Board determines otherwise, the proportion of the Pro-Rating Period that has elapsed on the date of cessation of office or employment,

and to the extent that a CSOP Option is not Released in full, the remainder will lapse immediately.

- 13.8 Subject to rule 13.4, a CSOP Option may, to the extent it is Released pursuant to rule 13.5 or 13.6, be exercised for a period of one month from the Release Date (or such longer period not exceeding six months as the Board may determine) after which time it will lapse unless it lapses earlier under rule 14.

Cessation of employment on or after the Vesting Date

- 13.9 Subject to rule 13.2, if a Participant ceases to hold office or employment with a Group Member on or after the Vesting Date but before the Normal Release Date for any reason (except summary dismissal, in which case the CSOP Option will lapse on the date of such cessation), unless the Board determined on the Grant Date that their CSOP Option will be Released in accordance with rule 13.10, it will continue and be Released on the Normal Release Date, subject to it being Released or lapsing earlier under rule 14.

- 13.10 If a CSOP Option is Released in accordance with this rule 13.10, it will be Released as soon as reasonably practicable after the date of the Participant's cessation of office or employment (or on such other date as determined by the Board on the Grant Date).

- 13.11 Subject to rule 13.4, where a Participant ceases to hold office or employment with a Group Member on or after the Vesting Date (except where they cease to hold office or employment with a Group Member because of summary dismissal, in which case their CSOP Option will lapse on the date of such cessation) their CSOP Option may be exercised for a period of one month (or such longer period not exceeding six months as the Board may determine) from:

13.11.1 the date of such cessation, if it has already been Released on that date;

13.11.2 the Release Date, to the extent it is Released in accordance with rule 13.9 or 13.10,

after which time it will lapse unless it lapses earlier in accordance with rule 14.

13.12 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 an office or employment or a right to return to work with any Group Member. "

13.13 Rules 13.13 and 13.14 will not apply to any CSOP Option.

11. CORPORATE EVENTS

11.1 Where, but for this paragraph 11.1, a CSOP Option would be Released and/or be capable of exercise and/or lapse under both paragraph 11.2 and rule 14.1, paragraph 11.2 will apply to the CSOP Option (and not rule 14.1).

11.2 Where any of the events described in paragraph 11.4 occur, subject to paragraphs 12.2 and 12.3 of this Appendix 2, all Unreleased CSOP Options will be Released (in the case of Unvested CSOP Options, in accordance with paragraph 11.3) at the time of such event. A CSOP Option (whether it was Released under this paragraph 11.2 or earlier) will, subject to paragraphs 12.2 and 12.3, lapse after a period of one month (or such longer period not exceeding six months as the Board may determine) from the date of the relevant event.

11.3 Any Unvested CSOP Option will be Released pursuant to paragraph 11.2 to the extent determined by the Board, taking into account the extent to which any Performance Condition has, in the Board's opinion, been satisfied and:

11.3.1 if a Participant has already ceased to hold office or employment with a Group Member, in accordance with rule 13.7.3; and

11.3.2 in all other circumstances, unless the Board determines otherwise, the proportion of the Pro-Rating Period that has elapsed on the date of the relevant event,

and to the extent that a CSOP Option is not Released, or is not exchanged in accordance with paragraphs 12.2 and 12.3, it will lapse immediately.

11.4 The events referred to in paragraph 11.2 are:

11.4.1 General offer

A person (including any person acting in concert with them within the meaning given by paragraph 25A(8) of Schedule 4) obtains Control of the Company as a result of an offer within the meaning given by paragraph 25A(3) of Schedule 4 and any condition subject to which the offer is made is satisfied.

11.4.2 Scheme of arrangement

The Court sanctions under section 899 or 901F of the Companies Act 2006 a compromise or arrangement within the meaning given by paragraph 25A(6) of Schedule 4.

11.4.3 Non-UK Company Reorganisation Arrangement

A Non-UK Company Reorganisation Arrangement within the meaning given by paragraph 25A(6A) of Schedule 4 becomes binding on the shareholders covered by it.

- 11.5 If, in consequence of any of the events described in paragraph 11.4, Shares no longer meet the requirements referred to in paragraph 15 of Schedule 4, any CSOP Option may be exercised under and in accordance with paragraph 11.2 no later than 20 days after the date on which Control is obtained, notwithstanding that the Shares no longer meet those requirements.
- 11.6 The words “(or such other period as the Board may determine)” will be deleted from rule 14.1 and replaced with the words “(or such longer period not exceeding six months as the Board may determine)”.
- 11.7 Rule 14.2.2 will not apply and the words “unless the Board determines otherwise” will be deleted from rule 14.2.3.
- 11.8 Any reference in this paragraph 11 to the Board means the members of the Board immediately before the relevant event.

12. EXCHANGE

- 12.1 Rules 14.6 and 14.7 will not apply to any CSOP Option and any reference in rule 14 to rules 14.6 and 14.7 will be read as a reference to paragraph 12.22 of this Appendix 2 in respect of any CSOP Option.
- 12.2 If there is an Internal Reorganisation a CSOP Option will not be Released under rule 14 or paragraph 11 and will lapse to the extent it is not exchanged under paragraph 12.3 by the end of the relevant period determined in accordance with paragraph 26(3) of Schedule 4.
- 12.3 If a company (the “**Acquiring Company**”):
- 12.3.1 obtains Control of the Company as a result of one of the events described in paragraph 11.4; or
 - 12.3.2 becomes bound or entitled to acquire shares in the Company under sections 979 to 982 or 983 to 985 of the Companies Act 2006,
- a Participant may agree to release their CSOP Option in consideration of the grant of a new share option in accordance with paragraph 12.4.
- 12.4 If a CSOP Option is to be released in consideration of the grant of a new share option in accordance with this paragraph 12.4:
- 12.4.1 that must be done with the agreement of the Acquiring Company;
 - 12.4.2 the agreement must be made in the relevant period determined in accordance with paragraph 26(3) of Schedule 4 and before the CSOP Option lapses;
 - 12.4.3 any new share option granted in consideration of the release of a CSOP Option in accordance with this paragraph 12.4 must satisfy the requirements of paragraphs 27(2) to 27(4) (inclusive) of Schedule 4; and

- 12.4.4 the new share option will be treated as if it was a CSOP Option granted under this Appendix 2 at the same time as the CSOP Option in consideration of the release of which it was granted.
- 12.5 Following the grant of any new share option in accordance with paragraph 12.4, no CSOP Options may be granted under this Appendix 2 other than the new share options granted in accordance with paragraph 12.4.

13. ADJUSTMENTS

- 13.1 Rule 15 will not apply to any CSOP Option.
- 13.2 Subject to paragraph 13.2, the number of Shares subject to a CSOP Option and/or the Exercise Price applying to a CSOP Option may be adjusted in such manner as the Board determines in the event of any variation of the equity share capital of the Company in respect of which an adjustment of CSOP Options is permitted under Schedule 4.
- 13.3 No adjustment may be made to a CSOP Option under paragraph 13.2 unless:
 - 13.3.1 the market value of the Shares which may be acquired under the CSOP Option, determined in the case of a Share subject to a Restriction as if that Restriction did not apply, is substantially the same immediately before and after the adjustment; and
 - 13.3.2 the aggregate Exercise Price applying to the CSOP Option is substantially the same immediately before and after the adjustment.

14. AMENDMENTS

No amendment to the Plan or this Appendix 2 which would cause this Appendix 2 to cease to meet the requirements of Schedule 4 will have effect in relation to any CSOP Option unless and until the Board has determined that the amendment will take effect even if this causes this Appendix 2 to cease to meet those requirements.

15. GENERAL

Any discretion exercisable or action or determination to be undertaken by the Board or any other person or body in connection with any CSOP Option will be exercised or undertaken fairly and reasonably.