THIS DOCUMENT IS IMPORTANT AND REQUIRES YOUR IMMEDIATE ATTENTION.

If you are in any doubt as to what action you should take, you are recommended to seek your own personal financial advice immediately from your stockbroker, bank manager, solicitor, accountant or other independent financial adviser who, if you are taking advice in the United Kingdom, is duly authorised under the Financial Services and Markets Act 2000, or an appropriately authorised independent financial adviser if you are in a territory outside the United Kingdom.

If you have sold or transferred all of your ordinary shares in JD Sports Fashion Plc, please send this document and any other documents that accompany it as soon as possible to the purchaser or transferee or to the stockbroker, bank or other agent through whom the sale or transfer was effected for transmission to the purchaser or transferee. If you have sold or otherwise transferred only part of your holding, you should retain this document and its enclosures.

JD Sports Fashion Plc

(incorporated in England and Wales under company number 01888425)

NOTICE OF
GENERAL MEETING

Notice of a General Meeting of JD Sports Fashion Plc, to be held at Edinburgh House, Hollinsbrook Way, Pilsworth, Bury, Lancashire, BL9 8RR on Tuesday 13 December 2022 at 9:00am.

Whether or not you propose to attend the meeting, please complete and submit a proxy appointment in accordance with the notes to the Notice of the General Meeting set out on pages 6 and 7. To be valid, your proxy appointment must be received at the address for delivery specified in the notes by no later than 9.00am on Friday 9 December 2022.

CONTENTS

LETTER FROM THE CHAIR

Letter from the Chair of JD Sports Fashion Plc to the holders of ordinary shares in JD Sports Fashion Plc (registered in England and Wales with number 01888425)

Directors:

Andrew Thomas Higginson (Chair)
Régis Andre Schultz (Chief Executive Officer)
Neil James Greenhalgh (Chief Financial Officer)
Kathryn Louise Smith (Senior Independent Non-Executive Director)
Hubertus Georg Hoyt (Independent Non-Executive Director)
Helen Jane Ashton (Independent Non-Executive Director)
Mahbobeh Sadat Sabetnia (Independent Non-Executive Director)
Suzi Dorothy Williams (Independent Non-Executive Director)
Andrew Michael Long (Non-Executive Director)

Dear Shareholder

24 November 2022

Notice of General Meeting

I am pleased to be writing to you with details of a General Meeting (the 'GM') of JD Sports Fashion Plc (the 'Company'), which we will be holding at Edinburgh House, Hollinsbrook Way, Pilsworth, Bury, Lancashire, BL9 8RR on Tuesday 13 December 2022 at 9:00am. The GM relates to the proposed changes to the Directors' Remuneration Policy and approval of the new JD Sports Fashion Plc Long Term Incentive Plan 2022 and the new JD Sports Fashion Plc Deferred Bonus Plan 2022.

The formal notice of GM (the 'Notice') is set out on page 5 of this document and contains the proposed resolutions on which you are invited to vote. Explanatory notes to the business to be considered are set out in the Appendix to this document.

Appointing a proxy

If you are unable to attend the GM, you can still be represented at the meeting by appointing a proxy to act on your behalf and by giving instructions on how you wish your proxy to vote on the proposed resolutions.

Irrespective of whether or not you propose to attend the meeting, we would encourage you to appoint the Chair of the meeting as your proxy. This will ensure that your vote will be counted if ultimately you are (or any proxy you might otherwise appoint is) not able to attend on the day for any reason. If you appoint the Chair of the meeting as your proxy, the Chair will vote in accordance with your instructions. If the Chair is given discretion as to how to vote, they will vote in favour of each of the proposed resolutions set out in the Notice. Appointing a proxy will not prevent you from attending and voting in person if you wish to do so. All proposed resolutions will be put to a vote on a poll. This is in line with practice adopted by many UK public companies.

Details of how to appoint a proxy are set out in the notes to the Notice on pages 6 and 7. To be valid, your proxy appointment form or instruction must be received at the address specified in the notes by no later than 9.00am on Friday 9 December 2022.

Asking questions

The board recognises the importance of the GM to shareholders and is keen to ensure that you are able to engage with the business of the meeting whether or not you are able to attend.

Shareholders or their appointed proxies who attend the GM on the day will be able to ask questions on the business of the meeting. All shareholders (irrespective of whether or not they propose to attend the GM) are also invited to ask their questions on the business of the meeting in advance by sending an email to investor.relations@jdplc.com. Shareholders wishing to receive a response to a question in advance of the proxy voting deadline for the GM should submit their questions by email by no later than 5.00pm on Friday 9 December 2022.

Recommendation

The board of directors considers that the proposed resolutions set out in the Notice are in the best interests of the Company and its shareholders as a whole and unanimously recommends shareholders to vote in favour of them as the directors intend to do in respect of their own beneficial shareholdings (save in respect of those resolutions in which they are interested).

Yours faithfully

Andrew Higginson
Chair

JD SPORTS FASHION PLC

Notice of General Meeting

Notice is hereby given that a General Meeting of the members of JD Sports Fashion Plc (the 'Company') will be held at Edinburgh House, Hollinsbrook Way, Pilsworth, Bury, Lancashire, BL9 8RR on Tuesday 13 December 2022 at 9:00am for the purposes set out below.

The below resolutions will be proposed as ordinary resolutions:

1 To approve the Directors' Remuneration Policy, as set out in the Appendix to this Notice (subject to such minor amendments as the Remuneration Committee of the Company may consider necessary or desirable), and to authorise the Directors of the Company to do all acts necessary to put this resolution into effect.

2 To approve the establishment of the JD Sports Fashion Plc Long Term Incentive Plan 2022 (the 'LTIP'), a summary of the key terms of which is set out in the Appendix to this Notice, and to authorise the Directors of the Company to do all acts necessary to put this resolution into effect.

3 To approve the establishment of the JD Sports Fashion Plc Deferred Bonus Plan 2022 (the 'DBP'), a summary of the key terms of which is set out in the Appendix to this Notice, and to authorise the Directors of the Company to do all acts necessary to put this resolution into effect.

Registered office:

JD Sports Fashion Plc
Edinburgh House
Hollinsbrook Way
Pilsworth
Bury
Lancashire BL9 8RR

By order of the Board

Andrew Higginson
Chair

24 November 2022

1. The right of a member to attend and vote at the meeting will be determined by reference to the Company's register of members. The Company specifies that only those members listed on the register of members at 18:30 on Friday 9 December 2022 (or, if the meeting is adjourned, at 18:30 on the date two working days before the time fixed for the adjourned meeting) shall be entitled to attend and vote at the meeting (or at such adjourned meeting), in respect of the number of shares registered in their name at that time. In each case, changes to entries on the register of members after such time shall be disregarded in determining the rights of any person to attend or vote at the meeting (or at such adjourned meeting).

2. Every eligible member has the right to appoint another person, or two or more persons in respect of different shares held by them, as their proxy to exercise all or any of their rights in relation to the meeting.

3. A member wishing to attend and vote at the meeting in person should arrive prior to the time fixed for its commencement. A member that is a corporation can only attend and vote at the meeting in person through one or more representatives appointed in accordance with section 323 of the Companies Act 2006 ('Act'). Any such representative should bring to the meeting written evidence of their appointment, such as a certified copy of a board resolution of, or a letter from, the corporation concerned confirming the appointment. Members, appointed representatives and proxies are reminded that they should not attend the meeting if they have tested positive for COVID-19 or if they are displaying symptoms of COVID-19. Any member wishing to vote at the meeting without attending in person or (in the case of a corporation) through its duly appointed representative must appoint a proxy to do so.

4. A member may appoint a proxy, and give voting instructions, by any of the following means:

   By completing and returning a hard copy proxy form – A member may appoint a proxy by completing and returning the enclosed hard copy proxy form. To be valid, the proxy form must be completed in accordance with the instructions that accompany it and then delivered to the Company's Registrar, Equiniti at Aspect House, Spencer Road, Lancing BN99 6DA so as to be received by no later than 9.00am on Friday 9 December 2022.

   By submitting a proxy appointment online – A member may appoint a proxy online by visiting the Company Registrar's shareholding management portal, at www.shareview.co.uk and following the instructions. A member that has not already done so will first need to register to use the site. To register, a member will need their Investor Code which can be found on the member's share certificate (or which is otherwise available from the Registrar). To be a valid proxy appointment, the member's electronic message confirming the details of the appointment completed in accordance with the relevant online instructions must be transmitted so as to be received by no later than 9.00am on Friday 9 December 2022.

   By submitting a proxy appointment via CREST – Members who hold their shares in uncertificated form may use the "CREST electronic proxy appointment service" to appoint a proxy electronically by following the procedures set out in note 5 below.

   Any power of attorney or other authority under which a proxy appointment is signed or made (or a certified copy of such power or authority) must be received at the relevant address specified in these notes for receipt of such proxy appointment (or at the Company's registered office) by the latest time indicated for receipt of such proxy appointment. Appointing a proxy will not prevent a member from attending and voting in person at the meeting should they so wish.

5. CREST members who wish to appoint one or more proxies through the CREST system may do so by using the procedures described in "the CREST voting service" section of the CREST Manual. CREST personal members or other CREST sponsored members, and those CREST members who have appointed one or more voting service providers, should refer to their CREST sponsor or voting service provider(s), who will be able to take the appropriate action on their behalf. In order for a proxy appointment or a proxy instruction made using the CREST voting service to be valid, the appropriate CREST message (a 'CREST proxy appointment instruction') must be properly authenticated in accordance with the specifications of CREST's operator, Euroclear UK & Ireland Limited ('Euroclear'), and must contain all the relevant information required by the CREST Manual. To be valid, the message (regardless of whether it constitutes the appointment of a proxy or is an amendment to the instruction given to a previously appointed proxy) must be transmitted so as to be received by Equiniti (ID RA19), as the Company's "issuer's agent", by 9.00am on Friday 9 December 2022. After this time any change of instruction to a proxy appointed through the CREST system should be communicated to the appointee through other means. The time of the message's receipt will be taken to be when (as determined by the timestamp applied by the CREST Applications Host) the issuer's agent is first able to retrieve it by enquiry through the CREST system in the prescribed manner. Euroclear does not make available special procedures in the CREST system for transmitting any particular message. Normal system timings and limitations apply in relation to the input of CREST proxy appointment instructions. It is the responsibility of the CREST member concerned to take (or, if the CREST member is a CREST personal member or a CREST sponsored member or has appointed any voting service provider(s), to procure that their CREST sponsor or voting service provider(s) take(s)) such action as is necessary to ensure that a message is transmitted by means of the CREST system by any particular time. CREST members and, where applicable, their CREST sponsors or voting service providers should take into account the provisions of the CREST Manual concerning timings as well as its section on "Practical limitations of the system". In certain circumstances the Company may, in accordance with the Uncertificated Securities Regulations 2001 or the CREST Manual, treat a CREST proxy appointment instruction as invalid.

6. Any person to whom this Notice is sent who is currently nominated by a member of the Company to enjoy information rights under section 146 of the Act (a ‘nominated person’) may have a right under an agreement between them and that member to be appointed, or to have someone else appointed, as a proxy for the meeting. If a nominated person has no such right or does not wish to exercise it, they may have a right under such an agreement to give instructions to the member concerned as to the exercise of voting rights. The statement in note 2 above of the rights of a member in relation to the appointment of proxies does not apply to a nominated person. Such rights can only be exercised by the member concerned.

7. As at 18 November 2022 (the latest practicable date prior to the printing of this document) (i) the Company’s issued share capital consisted of 5,158,135,745 ordinary shares, carrying one vote each, and (ii) the total voting rights in the Company were 5,158,135,745.

8. It is possible that, pursuant to members’ requests made in accordance with section 527 of the Act, the Company will be required to publish on a website a statement in accordance with section 528 of the Act setting out any matter that the members concerned propose to raise at the meeting relating to the audit of the Company’s latest audited accounts or any circumstances connected with the Company’s former auditors ceasing to hold office since the Company’s previous annual general meeting. The Company cannot require the members concerned to pay its expenses in complying with those sections. The Company must forward any such statement to its auditors by the time it makes the statement available on the website. The business which may be dealt with at the meeting includes any such statement.

9. Each member attending the meeting has the right to ask questions relating to the business being dealt with at the meeting which, in accordance with section 319A of the Act and subject to some exceptions, the Company must cause to be answered. Members can also send to the Company any questions on the business of the meeting in advance of the GM by emailing investor.relations@jdplc.com. Members wishing to receive a response to a question in advance of the proxy voting deadline for the GM should submit their questions by email by no later than 5.00pm on Friday 9 December 2022.

10. Information relating to the meeting which the Company is required by the Act to publish on a website in advance of the meeting may be viewed at www.jdplc.com. A member may not use any electronic address provided by the Company in this document or with any proxy appointment form or in any website for communicating with the Company for any purpose in relation to the meeting other than as expressly stated in it.

11. All resolutions contained in this Notice will be put to a vote on a poll. This will result in a more accurate reflection of the views of members by ensuring that every vote is recognised, including the votes of those members who are unable to attend but who have appointed a proxy for the meeting. On a poll, each member has one vote for every share held. The results of the votes on all resolutions will be published on the Company’s website and notified to the London Stock Exchange once the votes have been counted and verified.

LETTER FROM THE CHAIR OF THE REMUNERATION COMMITTEE

Dear Shareholder,

New Directors' Remuneration Policy and incentive plan rules

Introduction

I am writing to you in my capacity as Chair of the Remuneration Committee (the 'Committee') of JD Sports Fashion Plc ('JD'). In this letter and the attached schedule I have set out the background, detailed terms and conditions and rationale behind the new Directors' Remuneration Policy (the 'Remuneration Policy') which is proposed to apply with effect from the date of the General Meeting on 13 December 2022.

Background and shareholder consultation

The background to the review of the Remuneration Policy is as follows:

- The business has experienced significant growth over recent years propelling the business into the FTSE100, with both revenue and profit performance being market leading, under the leadership of the Board and previous Executive Chair.
- The remuneration structure has served the business well in the past, with a cash bonus plan and cash LTIP that have rewarded the management team for the significant growth in profits achieved. This structure has evolved during recent years, with the introduction of a link to share price, and more recently awards of real shares.
- However, we now feel that it is the right time to fully modernise our executive pay structure and processes to reflect the external market, support the transition to best practice governance and align more closely with shareholder expectations of a business the size and complexity of JD.

In light of this background, the Committee invited JD's top shareholders to take part in a consultation exercise. I had a number of constructive discussions with shareholders around the structure of the Remuneration Policy going forward. The key themes from the consultation included the following views:

- A desire for the remuneration structure to retain key individuals;
- Support for taking a simplified, share based structure which provides greater alignment with shareholders;
- A desire to ensure that future incentive outcomes appropriately reflected performance;
- Preference for removal of the duplication of measures in the annual bonus and LTIP;
- Support for introducing relative performance measures and focusing on financial metrics; and
- A desire for better overall governance of executive remuneration and greater transparency.

Reflecting on these discussions, broader proxy body feedback, and JD's remuneration practices over the past few years, the Committee is of the view that the Remuneration Policy should be simplified to facilitate greater transparency with regards to remuneration; ensuring the Committee holds the necessary tools to deliver strong improvements to corporate governance and reset the Company's approach to remuneration. I recognise that this has been a journey for JD, and I am keen for us to learn from our past experience to put in place a simple, best practice structure for executive remuneration that is clear, fair and closely aligned with the interests of shareholders which can be robustly implemented by the Committee.

The Committee is grateful for the time and effort spent by shareholders in engaging with JD, and is keen to continue open and honest communication with our investors in the future.

Changes to and summary of the proposed Remuneration Policy

This Remuneration Policy has been constructed with a view to normalise the remuneration structures at JD and align with standard market practice.

The resulting Remuneration Policy has been designed to provide sufficient protections for JD and be appropriate for the size and complexity of the business; signalling the clear intent of the Company to strengthen its approach to corporate governance and draw a line under historical practices. These proposals are part of our programme of modernising governance at JD and bringing policies and procedures up to a standard befitting the Company's size.

The key changes to the proposed Remuneration Policy are as follows:

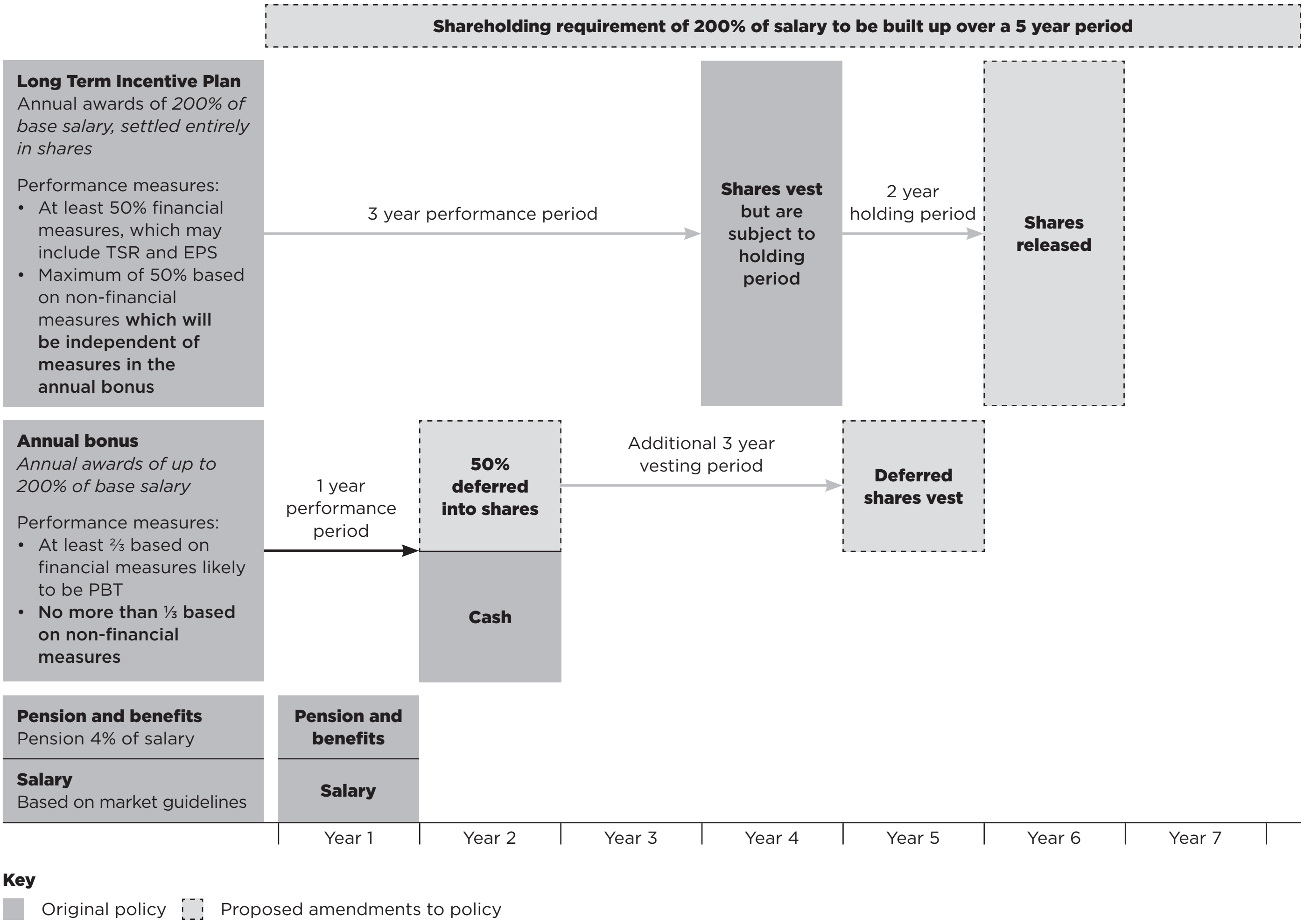
- Introduction of bonus deferral such that 50% of any bonus earned is deferred into shares for a minimum period of three years;
- Normalisation of the LTIP structure by delivering wholly in shares, formalisation of a two year post-vesting holding period and removal of the limit on the value of the LTIP on vesting, which currently disincentivises further share price growth above this point and is out of line with market practice for standard performance share plans. These changes further align Executive Directors' remuneration with long term shareholder value;
- Introduction of formal in-employment and post-cessation shareholding requirements; and
- Strengthening of the malus and clawback provisions in line with best practice.

The LTIP quantum has been set at 200% of salary, commensurate with quantum for other FTSE 100 businesses, and will be subject to robust and stretching performance conditions which will reduce the proportion of the award which vests if they are not met in full, in line with normal practice. This compares to awards under the previous Remuneration Policy that were granted at a face value of 100% of salary, with the payout tracking movements in share price and profit subject to meeting a minimum level of annual profit growth (as opposed to having formal performance conditions). The Committee considers the expected value of the awards under the previous and new Remuneration Policy to be broadly equivalent, taking into account the more comprehensive performance assessment under the new award.

The overall impact of the new Remuneration Policy is an increase in the proportion of total remuneration delivered in shares in an on-target scenario from around 20% to around 50% of total remuneration.

The full Remuneration Policy can be found in Appendix 1 to this Notice of Meeting.

A summary of the Remuneration Policy and its core elements are provided below, with highlighting to show the proposed changes or additions:



Element	Terms
Base salary	• Set to be market competitive with reference to experience, responsibilities and performance.
Pension	• A pension provision of 4% of salary from the date of the 2022 General Meeting, in line with the wider workforce.
Annual bonus	• Annual bonus awards of up to 200% of salary.
	• No more than one third of the annual bonus will be linked to non-financial performance measures.
	• 50% of the bonus earned to be deferred into shares for three years.
Long Term Incentive Plan (LTIP)	• Annual LTIP awards of up to 200% of salary.
	• Awards to be settled fully in shares with vesting after three years subject to performance conditions.
	• Awards are subject to a two-year post-vesting holding period on a net of tax basis.
	• Removal of the formulaic payout limit of 250% of salary.
Shareholding requirements	• Formal shareholding requirement of 200% of salary (equal to revised LTIP grant size).
	• Executive Directors are required to build shareholding to this requirement over a five year period.
	• Up to half of vested LTIP and deferred bonus awards may be sold until the shareholding requirement is met.
	• Post-employment shareholding requirement equal to the lesser of the shareholding on cessation and 200% of salary, to be held for two years.

The Remuneration Policy has been designed to strengthen the link between Executive Director remuneration and JD's strategy. The following illustration sets out how JD's short and long term KPIs are reflected in elements of the Remuneration Policy.

	Strategy	Short term outcomes	Long term outcomes
KPIs	• International expansion • Brand • Digital capability • Consumer connection • ESG priorities	• Profit • Revenue • Cash	• Growth in earnings • Shareholder returns • Dividends
Link to Executive remuneration	• Strategy KPIs measured through non-financial targets in the annual bonus • Example targets include ESG metrics and digital innovation criteria	• Short term company outcomes are measured through financial targets in the annual bonus • Example targets include Profit Before Tax	• Long term company outcomes are measured through LTIP targets (such as TSR, EPS). • Shareholder alignment is achieved through a 2 year holding period and shareholding requirement

New plan rules

In order to implement the new Remuneration Policy, we are putting in place two sets of plan rules:

- The JD Sports Fashion Plc Deferred Bonus Plan 2022, approval for which is requested in Resolution 2;
- The JD Sports Fashion Plc Long Term Incentive Plan 2022, approval for which is requested in Resolution 3.

These plan rules reflect best practice and align with the provisions of the Remuneration Policy.

S Williams
Chair of the Remuneration Committee

24 November 2022

EXPLANATORY NOTES TO THE BUSINESS OF THE GM

Resolution 1 – Approval of the Directors' Remuneration Policy

The Act requires that the directors' remuneration policy must be put to shareholders for approval whenever a new policy, or an amendment to an existing approved policy, is proposed. The Company is proposing changes to the policy to be approved at the general meeting on 13 December 2022. Accordingly, shareholders are invited to approve a revised policy.

The proposed revised director's remuneration policy and the associated rationale is contained in Appendix 1 of this Notice of Meeting. The vote on Resolution 1 is binding and, if passed, will mean that the Company's directors can only make remuneration payments in accordance with the approved policy (unless an amendment to that policy authorising the Company to make such payments has been approved by a separate shareholder resolution).
If shareholders do not approve the proposed directors' remuneration policy, the Company will, if and to the extent permitted by the Act, continue to make payments to directors in accordance with the current directors' remuneration policy.

Resolutions 2 and 3 – Establishment of the JD Sports Fashion Plc Long Term Incentive Plan 2022 (the 'LTIP') and the JD Sports Fashion Plc Deferred Bonus Plan 2022 (the 'DBP')

Resolutions 2 and 3 relate to the establishment of the JD Sports Fashion Plc Long Term Incentive Plan 2022 and the JD Sports Fashion Plc Deferred Bonus Plan 2022. The key terms of the LTIP and the DBP are set out in Appendix 2 of this Notice of Meeting.

APPENDIX 1

Directors' Remuneration Policy

This Appendix 1 contains details of JD's Directors' Remuneration Policy ("Remuneration Policy") that will govern JD's future remuneration for Executive and Non-Executive Directors. The Remuneration Policy described in this Appendix 1 is intended to apply from the date of the General Meeting on 13 December 2022, subject to approval by shareholders.

Committee process to determine Remuneration Policy

The Committee designed the Remuneration Policy around the following key considerations:

- Remuneration should be simple; facilitating greater transparency and alignment with shareholders' interests over the longer term.
- A review of the existing Policy highlighted several areas which are lagging behind market best practice for a FTSE 100 business, thus the Remuneration Policy has been determined with a view to alignment with standard market practice and ensure full compliance with the UK Corporate Governance Code.
- JD operates in a highly competitive global retail environment and the Committee seeks to ensure that the level and form of remuneration is appropriate to attract, retain and motivate Executive Directors of the right calibre to ensure the continued success of JD.
- Remuneration should be aligned with the key corporate metrics that drive growth and increased shareholder value with significant emphasis on performance related pay.

The role of the Committee and the formulation of the Remuneration Policy is undertaken in a way that ensures remuneration decisions are undertaken in a manner that prevents and manages any potential conflicts of interest. Should any conflicts arise these will be alerted to the Committee who will determine appropriate decisions in the best interests of JD's stakeholders.

In reviewing the Remuneration Policy, the Committee has taken account of the following in adherence to the UK Corporate Governance Code:

Aspect	How this is addressed in the Remuneration Policy
Clarity	The purpose and operation of each element of the Remuneration Policy has been set out in this report. We have already undertaken a consultation process with major shareholders to discuss the proposals and listen to feedback, and have provided a summary of the key points from these meetings in the letter to shareholders at the beginning of this Notice of Meeting.
Simplicity	The structure of remuneration has been amended to be in line with normal market practice, with standard bonus and LTIP plans. We have removed complexities in the prior policy, such as a look back to previous LTIP payouts when determining vesting levels. Delivering the LTIP entirely in shares as well as the introduction of formal shareholding requirements brings JD in line with standard market practice.
Risk	The Committee believes that the incentive arrangements do not encourage undue risk-taking, as remuneration levels remain in line with standard market practice. The introduction of a shareholding requirement and stronger malus and clawback provisions provides greater alignment of Executive Director interests with those of shareholders and the ability to avoid pay for failure.
Predictability	The Policy table and the illustrations of remuneration provide an indication of the possible levels of remuneration that may result from the application of the Remuneration Policy under different performance scenarios. The Committee believes that the range of potential total remuneration scenarios is appropriate for the roles and responsibilities of the Executive Directors given the market in which JD operates, and in the context of the performance required for incentive awards to pay out.
Proportionality	The Remuneration Policy has been designed to give flexibility in operation, particularly in relation to incentive plan metrics. This allows the Committee to implement the Remuneration Policy from year to year using the metrics that most closely align with JD's strategy.
Alignment to culture	The Remuneration Policy has retained the simplicity it previously had in line with our straight-forward culture whilst further aligning with standard market practice. There is a strong performance culture across the business, and this is reflected in the fact that the majority of the potential value for Executive Directors derives from variable pay that needs to be earned through performance.

Proposed changes to the Remuneration Policy

Element of Remuneration Policy	Summary of current Policy	Changes to Policy	Rationale
Base salary	The following factors are taken into account when determining base salary levels: • Remuneration levels at comparable quoted UK retail companies. • The need for salaries to be competitive. • The performance of the individual Executive Director. • Experience and responsibilities of the individual Executive Director. • Pay for other employees in the Group. • The total remuneration available to the Executive Directors and the components thereof and the cost to the Group.	Removal of reference to pay for other employees in relation to setting the level of base salary, retaining consideration of wider workforce pay when determining salary increases. Removal of reference to "UK" remuneration levels.	General increases being guided by the broader employee population is sufficient and is in line with standard market practice. Extending comparison of remuneration levels beyond quoted UK retail companies reflects the increasing global presence of the business and therefore global competition for talent.
Pension	The maximum pension provision is 8% of salary, which is in line with the contribution provided to senior management.	A pension provision of 4% of salary from the date of the 2022 General Meeting, in line with the wider workforce.	Compliance with UK Corporate Governance Code.
Annual Bonus	Quantum: Up to 200% of salary. Two thirds of the annual bonus will be linked to financial targets. 2021/22: 67% based on PBT Target and 33% based on strategic objectives. Bonus is not subject to deferral.	Amendment to performance conditions such that no more than one third of the annual bonus will be linked to non-financial measures. Introduction of deferral into shares for three years for 50% of any bonus earned.	Increases flexibility on the performance conditions and weightings used going forward to enable awards to have more than two-thirds linked to financial measures. Deferral into shares aligns with standard market practice for a FTSE 100 business and addresses concerns raised by investor bodies / shareholders on the existing all-cash bonus. Improves the efficacy / capability of malus/clawback provisions under the annual bonus.

APPENDIX 1 CONTINUED

Element of Remuneration Policy	Summary of current Policy	Changes to Policy	Rationale
Long Term Incentive Plan (LTIP)	Base award: 100% of salary, with payout tracking share price and PBT, up to a maximum of 250% of salary. Non-standard structure – three year performance period, with a proportion paid in cash and shares. The Remuneration Policy allows flexibility of metrics from year to year, although they can only measure financial performance. Cash proportion vests after three years, share element vests after five years. No further holding period. No dividend equivalents are paid.	200% of salary award in shares. Removal of the formulaic payout cap of 250% of salary. Awards to be settled fully in shares, with vesting after three years subject to stretching performance conditions. Awards subject to a two-year post-vesting holding period. Remove the constraint of using financial metrics only.	Standardisation of LTIP structure to reflect normal FTSE 100 practice. The operation of a cap on LTIP payout is not standard market practice and disincentivises further share price growth beyond the cap. Settling LTIP wholly in shares is aligned with normal market practice. Introduction of a two-year post-vesting holding period ensures compliance with the requirements of the UK Corporate Governance Code, and aligns Directors with long term shareholder value. Including the possibility of using non-financial metrics increases flexibility going forward and allows closer alignment with business priorities.
Shareholding requirement	No current shareholding requirement policy.	Introduction of formal shareholding requirement of 200% of salary, equal to the revised LTIP grant size. Executives required to build shareholding over a five year period. Up to half of vested LTIP and deferred bonus awards (if implemented) may be sold if the shareholding requirement is not met.	Facilitates the long term alignment of Executive Directors and shareholders. The operation and size of the shareholding requirement is aligned to standard market practice.
Post-cessation shareholding requirement	No current post-cessation shareholding requirement policy.	Introduction of a post-employment shareholding requirement equal to the lesser of the shareholding on cessation and 200% of salary (the in-employment requirement), to be held for two years.	In line with the requirements of the UK Corporate Governance Code, standard market practice and investor expectations. Operation is in line with the Investment Association's Principles of Remuneration.

Element of Remuneration Policy	Summary of current Policy	Changes to Policy	Rationale
Joiner policy	For any newly appointed Executive Directors, pay in line with the Remuneration Policy subject to: • Buyout remuneration in respect of forfeited awards is possible taking account of the amount forfeited, the extent of any performance conditions, the form of the award and the timeframe. • Relocation expenses can be paid. The Committee retains the right under Listing Rule 9.4.2 where necessary to put in place an arrangement established specifically to facilitate, in unusual circumstances, the recruitment of a new Executive Director.	Introduce the ability to grant a one-off share award that ordinarily would be subject to performance conditions of up to 200% of salary in addition to normal LTIP award in exceptional recruitment circumstances. Remove references to Listing Rule 9.4.2.	Provides flexibility to give recruits an early stake in JD. Facilitates recruitment of an exceptional candidate.
Malus & Clawback	Malus and clawback provisions apply to unvested awards. Triggers are material misstatement of JD's audited financial results, a serious failure of risk management or serious reputational damage.	Strengthening of malus and clawback provisions and clarification of clawback provision to apply up to two-years post vesting (i.e. during LTIP holding period).	In line with market best practice.

APPENDIX 1 CONTINUED

Element of Remuneration Policy	Summary of current Policy	Changes to Policy	Rationale
Leaver policy	JD may pay Pay in Lieu of Notice (‘PILON’) not exceeding one year’s salary and benefits, and incidental expenses (where appropriate) only. Bonus – JD may pay a full or part year bonus taking into account contractual terms, circumstances of the termination and the commercial interests of JD. LTIP – Where cessation is due to ill-health, injury, disability or the sale of the employing entity out of JD, the unvested LTIP award will continue and normally vest on the original date (unless the Committee determines otherwise). In the event of death, awards will vest as soon as reasonably practicable following death. Where the Executive Director is dismissed lawfully without notice, awards will lapse on cessation. In all other circumstances awards will lapse on the date of cessation of employment unless the Committee determines otherwise, in which case awards will be subject to performance assessment and time pro-rating will also apply.	Amend Remuneration Policy wording to clarify that bonuses for leavers would be pro-rated for time served during the performance period. Simplification and clarification of policy on leavers in line with updated plan rules.	In line with market best practice.

Remuneration Policy – Executive Directors

The following table sets out each element of remuneration for Executive Directors and how it supports JD's short and long-term strategic objectives:

Element and how it supports our short and long-term strategic objectives	Operation	Maximum opportunity	Performance conditions and assessment
Base salary Provides a competitive fixed level of remuneration to attract and retain Executive Directors of the necessary calibre to execute JD's strategy and deliver shareholder value.	Base salaries for the Executive Directors are normally reviewed annually by the Committee. The following factors are taken into account when determining base salary levels: • Remuneration levels at comparable quoted retail companies. • The need for salaries to be competitive. • The performance of the individual Executive Director. • Experience and responsibilities of the individual Executive Director. • The total remuneration available to the Executive Directors and the components thereof and the cost to JD.	Base salaries will normally be reviewed annually, but the Committee reserves the right to review fees on a discretionary basis if it believes an adjustment is required to reflect market rates, scope of responsibilities or performance. There is no prescribed maximum annual increase. The Committee is guided by the general increase for the broader employee population but on occasion may need to recognise, for example, an increase in the scale, scope or responsibility of the role, as well as market rates.	None.
Benefits Ensures the overall package is competitive for Executive Directors	Benefits may be provided where appropriate, including health insurance, life insurance / death in service, travel, car allowance, staff discount and relocation expenses.	The Committee determines the appropriate level taking into account market practice and individual circumstances. There is no prescribed maximum.	None.

APPENDIX 1 CONTINUED

Element and how it supports our short and long-term strategic objectives	Operation	Maximum opportunity	Performance conditions and assessment
Pensions Provides market competitive retirement benefits for Executive Directors.	Pension provision is a payment into a defined contribution pension scheme or a cash amount in lieu of a pension contribution. Pension payments do not form part of salary for the purposes of determining the extent of participation in JD's incentive arrangements.	The maximum pension provision is 4% of salary, in line with the wider workforce.	None.
Annual Bonus Provides Executive Directors with the opportunity to earn performance related bonuses based on the achievement of financial targets and key performance indicators which incentivise the achievement of the business strategy.	The bonus is paid annually in cash and shares with 50% of any bonus earned deferred into shares for three years. The deferred shares are not subject to any further conditions, save for continued employment. Deferred share awards may include additional shares (or, at the discretion of the Committee, cash) equivalent to the value of the dividend roll-up, and may assume dividend reinvestment. Malus and clawback provisions apply as detailed within the Remuneration Policy.	The maximum bonus opportunity may be up to 200% of salary.	The targets are set by the Committee each year and are based on a combination of financial and strategic KPIs. Performance is measured against financial and non-financial measures with no more than one third of the annual bonus linked to non-financial measures. Up to 25% of the bonus is paid for achieving a threshold level of performance and the full bonus is paid for delivering stretching levels of performance. For performance below threshold, no bonus is paid. The Committee sets bonus targets each year to ensure they are appropriately stretching in the context of the business plan. In exceptional circumstances such that the Committee believes the original measures and/or targets are no longer appropriate e.g. corporate activity, the Committee has discretion to amend performance measures and targets during the year. The Committee may in exceptional circumstances amend the formulaic bonus pay-out should this not, in the view of the Committee, reflect the overall business performance or individual contribution.

Element and how it supports our short and long-term strategic objectives	Operation	Maximum opportunity	Performance conditions and assessment
Long Term Incentive Plan (LTIP) Provides the Executive Directors with the opportunity to earn competitive rewards. Aligns the Executive Directors' interests more closely with those of shareholders. Focuses the Executive Directors on sustaining and improving the long-term financial performance of JD and rewards them appropriately for doing so.	Awards granted under the LTIP will be subject to a three-year performance period and will be settled in shares. Executive Directors must retain the net of tax number of vested LTIP awards for a two-year vesting period. LTIP awards may include additional shares (or, at the discretion of the Committee, cash) equivalent to the value of the dividend roll-up, and may assume dividend reinvestment. Malus and clawback provisions apply as detailed within the Remuneration Policy.	Maximum quantum of 200% of salary.	Awards vest based on financial, non-financial and/or strategic performance conditions which are normally aligned to the JD's KPIs. At least 50% of the LTIP will be based on financial metrics, which may include TSR and EPS. Up to 25% of the award vests for threshold levels of performance, increasing to 100% of the award for stretching performance. The Committee sets targets each year so that they are stretching and facilitate growth for shareholders, while remaining motivational for management. In exceptional circumstances such that the Committee believes the original measures and/or targets are no longer appropriate e.g. corporate activity, the Committee has discretion to amend performance measures and targets during the year. The Committee may in exceptional circumstances amend the LTIP vesting should the formulaic outcome not, in the view of the Committee, reflect the overall business performance or individual contribution.
Shareholding requirement To ensure that Executive Directors' interests are aligned with those of shareholders over a longer time horizon.	Executive Directors are required to build a shareholding requirement of 200% of salary. The full requirement should be achieved over a five year period. At least half of LTIP and deferred bonus awards must be retained on vesting if the shareholding requirement is not met. For two years following cessation of employment, Executive Directors are subject to a post-employment shareholding requirement equal to the lesser of the shareholding on cessation and 200% of salary (the in-employment requirement).	n/a	None.

NOTES TO THE POLICY TABLE

Explanation of chosen performance measures and target setting

Performance measures will be selected to reflect the key performance indicators which are critical to the realisation of our business strategy and delivery of shareholder returns, which might include EPS and TSR. The performance targets are reviewed each year to ensure that they are sufficiently challenging.

When setting these targets the Committee will take into account a number of different reference points including, for financial targets, JD's business plan and consensus analyst forecasts of JD's performance. Full vesting will only occur for what the Remuneration Committee considers to be excellent performance.

Legacy policy provisions

JD may honour any outstanding remuneration commitments entered into with current or former Directors (as disclosed to shareholders) before this Remuneration Policy took effect.

Malus and Clawback

The following table illustrates the time periods during which malus and clawback provisions may apply for each element of remuneration:

Remuneration element	Malus	Clawback
Annual bonus (cash)	Up to the date of the cash payment.	Up to three years post the date of any cash payment.
Annual bonus (deferred shares)	To the end of the three year vesting period.	n/a
LTIP	To the end of the three year vesting period.	Up to two years post-vesting.

The malus and clawback trigger events are:

- a material misstatement resulting in an adjustment in the audited consolidated accounts of the Company or the audited accounts of any group member; and/or
- a serious failure of risk management of the Company, a group member or business unit of the group; and/or
- events or behaviour of an Award Holder have led to the censure of a group member by a regulatory authority or have had a significant detrimental impact on the reputation of any group member provided that the Committee is satisfied that the relevant Award Holder was responsible for the censure or reputational damage and that the censure or reputational damage in attributable to them; and/or
- fraud or gross misconduct of an award holder; and/or
- if assessment of a performance condition is found to have been based on an error, inaccuracy or misleading information; and/or
- the discovery that any information used to determine the number of shares under award was based on error, or inaccurate or misleading information; and/or
- JD or any group member or business of the group becomes insolvent or otherwise suffers a corporate failure so that the value of shares is materially reduced where the Committee determines the award holder should be held responsible (in whole or in part) following an appropriate review of accountability; and/or
- any other circumstances that the Committee considers justifying the operation of these provisions.

Differences in policy for the wider employee population

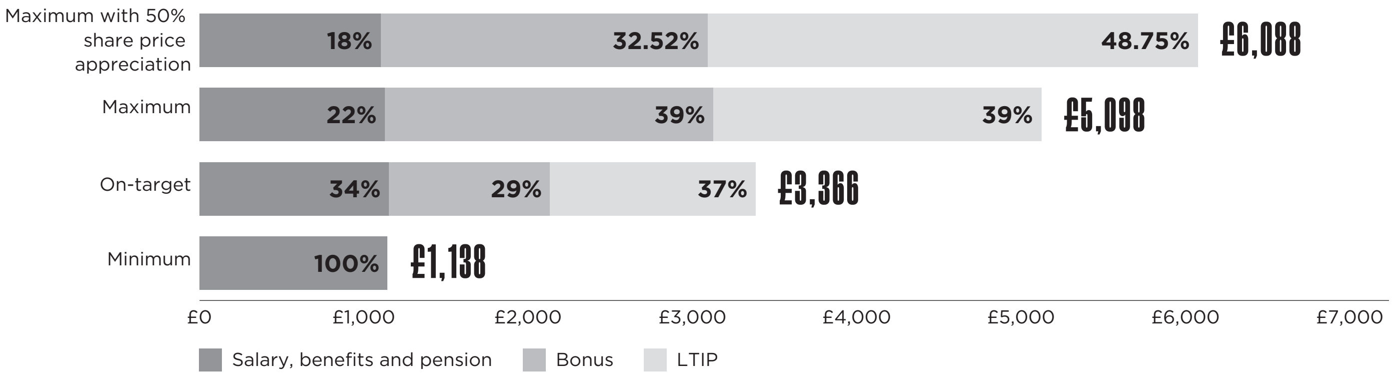
JD aims to provide a remuneration package for all employees that is market competitive and operates the same reward and performance philosophy throughout the business. This includes provision of competitive pension and benefits.

JD operates a bonus plan primarily but not exclusively focused on the Senior Management level. In addition, employees at Senior Management level are eligible to participate in long term incentive plans.

Illustrations of the application of the Remuneration Policy

The chart below illustrates the remuneration that would be paid to the CEO in the first year of operation of the amended Remuneration Policy. Each of the bars is broken down to show how the total under each scenario is made up of fixed elements of remuneration and variable remuneration.

CEO



All figures are in £'000s.

The scenarios in the graph are as follows:

Element	Minimum performance	On-Target performance	Maximum performance	Maximum performance with 50% share price growth
Fixed elements of remuneration	The base salary is the salary on appointment The benefits are estimated for the CEO and exclude one-off relocation allowances The pension contribution is equal to 4% of base salary			
Annual bonus	0% of maximum opportunity	50% of maximum opportunity	100% of maximum opportunity	100% of maximum opportunity
Long-Term Incentive Plan	0% of maximum opportunity	62.5% of maximum opportunity	100% of maximum opportunity	100% of maximum opportunity plus 50% share price growth

As the CFO is currently within his notice period we have provided illustrations for the CEO only.

Future Remuneration Policy – Non-Executive Directors

The Non-Executive Directors have entered into letters of appointment with JD which are terminable by the Non-Executive Director or JD on not less than three months' notice. The letters of appointment are available for viewing at JD's registered office during normal business hours, and prior to and at the General Meeting.

The Non-Executive Directors will only receive payment until the date their appointment ends and no compensation is payable on termination. Under the terms of JD's Articles of Association, all Non-Executive Directors are subject to annual re-election by shareholders.

NOTES TO THE POLICY TABLE CONTINUED

The table below sets out the key elements of the Remuneration Policy for Non-Executive Directors:

Element and how it supports our short and long-term strategic objectives	Operation	Maximum opportunity	Performance conditions and assessment
Non-Executive Director Fees			
Provides a market competitive level of fees to reflect the time commitment and contributions that are expected from the Non-Executive Directors.	The Board as a whole is responsible for setting the remuneration of the Non-Executive Directors, other than the Chair whose remuneration is determined by the Committee. Non-Executive Directors are paid a base fee in cash. Additional fees may be paid for additional responsibilities such as acting as Senior Independent Director or for membership or chairing sub-committees of the Board. The Non-Executive Directors do not participate in JD's incentive arrangements and no pension contributions are made in respect of them. Reasonable travel and subsistence expenses may be paid or reimbursed by JD and the Non-Executive Directors are eligible for staff discount.	The fees paid to Non-Executive Directors will normally be reviewed annually, but the Committee reserves the right to review fees on a discretionary basis if it believes an adjustment is required to reflect market rates, scope of responsibilities or performance. There is no prescribed maximum increase, but in general the level of fee increase for the Non-Executive Directors will be set taking account of any change in responsibility and the general rise in salaries across the UK workforce.	None.

Approach to recruitment remuneration

In the event that a new Executive Director or Non-Executive Director was to be appointed, remuneration would be determined consistent with the Policy table, paying no more than necessary. The table below sets out the elements of remuneration that would be considered for the appointment of a new Executive Director.

Remuneration element	Policy and operation
Fixed pay (base salary, benefits and pension)	In line with the Remuneration Policy, base salaries, benefits and pension would be set to provide a competitive fixed level of remuneration in order to attract and retain Executive Directors of the necessary calibre to execute JD's strategy and deliver shareholder value.
Annual bonus	New Executive Director appointments will be eligible to participate in the annual bonus plan with an annual award of up to 200% of salary, operated in line with the Remuneration Policy.
LTIP	New Executive Director appointments will be eligible to participate in the LTIP with an annual grant of up to 200% of salary, operated in line with the Remuneration Policy.
Buy-out awards	If it were necessary to attract the right candidate, due consideration would be given to making awards necessary to compensate for forfeited awards in a previous employment. In making any such award, the Committee will take into account any performance conditions attached to the forfeited awards, the form in which they were granted and the timeframe of the forfeited awards. The value of any such award will be capped to be no higher on recruitment than the forfeited awards and will not be pensionable nor count for the purposes of calculating bonus and LTIP awards. Any such award would be in addition to the normal bonus and LTIP awards set out in the Policy table.
Relocation costs	Where appropriate, JD will offer to pay reasonable relocation expenses.
One-off recruitment award	The Remuneration Committee retains the ability to grant a one-off share award that ordinarily would be subject to performance conditions of up to 200% of salary in addition to normal LTIP award in exceptional recruitment circumstances.

In respect of an internal promotion to the Board, any commitments made before the promotion will continue to be honoured even if they would otherwise be inconsistent with the Remuneration Policy prevailing when the commitment is fulfilled.

Service contracts for Executive Directors

The period of notice required in the service contracts is 12 months by the Executive Director and JD.

The service contracts and letters of appointment are available for inspection by shareholders in advance of and at the forthcoming General Meeting, and during normal business hours at JD's registered office address.

There are no further obligations which could give rise to a remuneration or loss of office payment other than those set out in the remuneration policy table, the policy on payments for loss of office and change of control.

Payments for loss of office

When assessing whether payments will be made in respect of loss of office, the Committee will take into account individual circumstances including the reason for the loss of office, JD and individual performance up to the loss of office and any contractual obligations of both parties.

Contractual payments

In the event of early termination, JD may make a termination payment not exceeding one year's salary.

In the event of gross misconduct, JD may terminate the service contract of an Executive Director immediately and with no liability to make further payments other than in respect of amounts accrued at the date of termination.

The current Executive Director service contracts permit JD to put an Executive Director on garden leave for some or all of the duration of the notice period.

JD will honour any commitments in respect of leavers prior to the date of this Remuneration Policy coming into force.

NOTES TO THE POLICY TABLE CONTINUED

Variable pay

The treatment of variable pay for leavers will depend on whether or not they are classified as a Good Leaver under JD's incentive plans. A Good Leaver is defined as leaving due to the following reasons:

- Ill-health;
- Injury;
- Redundancy;
- Disability;
- Sale of the employing entity out of JD.

For other leavers, the Committee will take into account individual circumstances, contractual terms, circumstances of the termination and the commercial interests of JD to determine whether or not to treat a leaver as a Good Leaver.

The table below sets out the treatment of variable pay in the event of a loss of office.

Remuneration element	Treatment for Good Leaver	Treatment for Other Leaver	Remuneration Committee Discretion
Annual bonus	Eligible for a bonus paid, taking into account performance. Any bonus paid would be subject to pro-rating for time served as an Executive Director during the year. Normally, a portion of any bonus earned would be deferred into shares for three years, consistent with the treatment in the Policy table.	No eligibility for bonus.	It is at the discretion of the Committee as to whether departing Directors would be paid a bonus. In exercising its discretion on determining the amount payable and the form of payment to an Executive Director on termination of employment, the Board would consider each instance on an individual basis, taking account of factors such as performance and circumstances of the termination. When determining whether a bonus or any other payment should be made to a departing Director, the Committee will ensure that no 'reward for failure' is made.
Deferred bonus shares	Deferred bonus shares continue and vest in full at their original vesting date, with the exception of in the case of death, whereby shares vest immediately.	Deferred bonus shares lapse on cessation of employment.	The Committee may allow deferred bonus awards to vest as reasonably practicable on cessation of employment in exceptional circumstances, such as ill-health. The Committee may apply time pro-rating for Good Leavers.
LTIP	LTIP awards continue to vest at their original vesting date, subject to satisfaction of the relevant performance conditions. In the event of death, LTIP awards will normally vest immediately. The number of awards vesting will be determined by the Committee taking into account performance as at the date of cessation. The number of awards vesting will be reduced to reflect the proportion of the vesting period that has elapsed at the date of cessation of employment.	LTIP awards lapse on the date of cessation of employment.	The Committee may allow LTIP awards to vest as soon as reasonably practicable on cessation of employment in exceptional circumstances, such as ill-health.

Payments in the event of a change of control

The treatment of each element of remuneration under a change of control is set out in the table below.

Remuneration element	Remuneration Policy and operation
Annual bonus (cash)	An annual bonus may be paid subject to time pro-rating (unless the Committee determines otherwise) and performance to the date of the change of control.
Annual bonus (deferred shares)	Any outstanding deferred shares will ordinarily vest in full at the date of change of control (other than in respect of an internal reorganisation).
LTIP	LTIP awards will vest subject to time pro-rating and performance at the date of change of control (other than in respect of an internal reorganisation). The Committee has discretion to disapply time pro-rating.

Exercise of discretion

In line with market practice, the Committee retains discretion relating to operating and administering the Annual Bonus and LTIP. This discretion includes:

- timing of awards and payments;
- size of awards, within the overall limits disclosed in the policy table;
- determination of vesting;
- ability to override formulaic outcomes;
- treatment of awards in the case of change of control or restructuring;
- treatment of leavers within the rules of the plan, and the policy on payments for loss of office; and
- adjustments needed in certain circumstances, for example, a rights issue, corporate restructuring or special interim dividend.

While performance conditions will generally remain unchanged once set, the Committee has the usual discretions to amend the measures, weightings and targets where the original conditions would cease to operate as intended.

Any such changes would be explained in the subsequent annual remuneration report and, if appropriate, be the subject of consultation with JD's major shareholders. Consistent with best practice, the LTIP rules also provide that any such amendment must not make, in the view of the Committee, the amended condition materially less difficult to satisfy than the original condition was intended to be before such event occurred.

Statement of employment conditions elsewhere in JD

Remuneration arrangements are determined throughout JD based on the same principle that reward should be achieved for delivery of JD's business strategy and should be competitive within the market to attract and retain high calibre talent, without paying more than is necessary.

Senior Managers below Board level with a significant ability to influence JD's results may participate in an annual bonus plan and a long-term incentive which reward both performance and loyalty and are designed to retain and motivate.

The Committee considers pay and employment conditions across JD when reviewing the remuneration of the Executive Directors and other senior employees. In particular, the Committee considers the range of base pay increases across JD when determining the increases to award to the Executive Directors, but has not reviewed any remuneration comparison measurements when setting the Remuneration Policy.

While the Company has not specifically consulted with employees when determining the Remuneration Policy, the Committee has obtained the views of the workforce on issues such as remuneration via the various workforce forums led by JD's HR business partners and attended by Senior Management. Such views have been communicated, as appropriate, to the Committee and the Board via the monthly Board reporting process. The workforce committee, formed of employee representatives, has provided further insights into JD's engagement practices which have been fully considered by the Committee and the Board. Changes which have been implemented as a result of these are:

- The introduction of an employee welfare committee.
- Global campaign for diversity and inclusion.
- Employee recognition competition with Anthony Joshua.

In addition to the above, the Board has undertaken a review of the current approach to employee engagement, including on remuneration. Following this review, the Board intends to appoint a designated Non-Executive Director responsible for workforce engagement in the near future.

Consideration of shareholder views

The Committee takes the views of the shareholders seriously and these views are taken into account in shaping remuneration policy and practice. Shareholder views are considered when evaluating and setting remuneration strategy and the Committee welcomes an open dialogue with its shareholders on all aspects of remuneration.

The Committee consulted its major shareholders prior to proposing this Remuneration Policy, and a summary of the key themes from the feedback received is set out below:

- A desire for the remuneration structure to retain key individuals;
- Support for taking a simplified, share based structure which provides greater alignment with shareholders;
- A desire to ensure that future incentive outcomes appropriately reflected performance;
- Preference for removal of the duplication of measures in the annual bonus and LTIP;
- Support for introducing relative performance measures and focusing on financial metrics; and
- A desire for better overall governance of executive remuneration and greater transparency.

The Committee is grateful for the time taken to consider the Committee proposals and provide feedback. At the end of the consultation, the majority of shareholders consulted indicated they were supportive of this Remuneration Policy.

APPENDIX 2

Details of new employee share plans

The JD Sports Fashion Plc Long Term Incentive Plan 2022 (the "LTIP")

The LTIP is a discretionary share plan. Under the LTIP, the Committee may grant awards ('LTIP Awards') over ordinary shares in the Company ('Shares'), which may comprise share options, conditional share awards and restricted shares ('LTIP Options', 'LTIP Conditional Share Awards' and 'LTIP Restricted Shares') to eligible employees. No payment is required for the grant of an LTIP Award (unless the Committee determines otherwise).

It is intended that the LTIP will be operated annually for ten years, with each annual grant of LTIP Awards normally vesting at the end of the applicable performance period, subject to the achievement of performance conditions measured over a three year performance period.

Eligibility

All employees of the Company's group ('Eligible Employees') are eligible for selection to participation in the LTIP at the discretion of the Committee, provided that (unless the Committee determines otherwise) they have not given or received notice of termination. In practice, it is expected that the Executive Directors and other senior individuals will be granted LTIP Awards.

Dilution Limits

LTIP Awards may be satisfied by newly issued shares, treasury shares or shares purchased in the market. However, there is a limit on the number of newly issued or treasury shares over which awards may be granted (which includes awards under any other employees' share scheme that the Company may operate) of 89,690,055 shares. Where it is considered reasonably necessary or desirable in managing the costs of administering the LTIP, or its dilutive impact, the Committee reserves the right to require that participants sell at the prevailing market value at that time all or some of the shares that they acquire on the vesting of an LTIP Award to such person as directed by the Company, including an employee benefit trust.

Individual Limits

The Company may grant LTIP Awards over Shares to Eligible Employees with a maximum total value in any financial year up to 200% of the relevant individual's base salary. This limit may be exceeded in the case of buy-out awards.

Grant of LTIP Awards

LTIP Awards may be granted during the 42 days beginning on: (i) the date of shareholder approval of the LTIP; (ii) the day after the announcement of the Company's full year results for any period; (iii) any day on which the Committee determines that circumstances are sufficiently exceptional to justify the making of an LTIP Award at that time; or (iv) if any dealing restrictions applied during any such period, the day after the lifting of such dealing restrictions. However, no LTIP Awards may be granted after the 10th anniversary of shareholder approval of the LTIP or when prevented by any dealing restrictions.

Awards are not transferable (except on death) and they are not pensionable.

Performance and other conditions

The Committee will impose performance conditions on the vesting of LTIP Awards.

The performance conditions applicable to an LTIP Award may be adjusted, varied or substituted if the Committee considers it appropriate, provided the Committee considers that the new performance condition is reasonable in the circumstances and is not materially less difficult to satisfy than the original condition (except in the case of waiver). The Committee may also impose other conditions on the vesting of LTIP Awards.

Vesting

LTIP Awards will normally vest subject to a three-year vesting schedule, to the extent that the applicable performance conditions have been satisfied and subject to the application of malus. LTIP Options which have vested will normally remain exercisable following vesting for a period determined by the Committee at grant, which shall not exceed ten years from grant.

The Committee retains discretion to adjust the level of vesting upwards or downwards if in its opinion the level of vesting resulting from the application of the relevant performance conditions is not a fair and accurate reflection of business performance, the participant's personal performance and such other factors as the Committee may consider appropriate.

Holding period

At its discretion, the Committee may grant LTIP Awards subject to a holding period (or periods) following vesting. It is intended that a holding period of two years from the date of vesting will apply to any Shares acquired under an LTIP Award.

During any holding period, the relevant award holder ('Award Holder') or trustees or nominees designated to by the Company to hold the Shares for the benefit of the Award Holder will be required to retain the Shares and shall not be permitted to transfer, assign or otherwise dispose of such Shares for the duration of the holding period, subject to being permitted to sell such number of Shares as may be necessary to meet any tax liability arising on exercise and subject to certain other limited exceptions or if the Committee in its discretion determines otherwise.

In the event of a takeover, compulsory acquisition of Shares, scheme of arrangement or winding up of the Company, the LTIP Award will be released from the holding period.

Malus

The Committee may decide, at any time prior to the vesting of an LTIP Award (or the exercise of an LTIP Option), that the value or number of Shares subject to the LTIP Award shall be reduced (including to nil) and/or that additional conditions shall be imposed on such basis that the Committee in its discretion considers to be fair and reasonable in the event that one or more of the following circumstances arise or come to light:

1. discovery of a material misstatement resulting in an adjustment in the audited consolidated accounts of the Company or the audited accounts of any group member; and/or
2. the discovery that the assessment of any performance target or condition in respect of an LTIP Award was based on error, or inaccurate or misleading information; and/or
3. the discovery that any information used to determine the number of Shares subject to an LTIP Award was based on error, or inaccurate or misleading information; and/or
4. action or conduct of an Award Holder which, in the reasonable opinion of the Committee, amounts to fraud or gross misconduct; and/or
5. events or behaviour of an Award Holder have led to the censure of a group member by a regulatory authority or have had a significant detrimental impact on the reputation of any group member provided that the Committee is satisfied that the relevant Award Holder was responsible for the censure or reputational damage and that the censure or reputational damage is attributable to them; and/or
6. a serious failure of risk management of the Company, a group member or a business unit of the group; and/or
7. the Company or any group member or business of the group becomes insolvent or otherwise suffers a corporate failure so that the value of Shares is materially reduced provided that the Committee determines following an appropriate review of accountability that the Award Holder should be held responsible (in whole or in part) for that insolvency or corporate failure; and/or
8. any other circumstances that the Committee considers justifying the operation of these provisions.

Clawback

Where an LTIP Award has vested (or, in the case of an LTIP Option, been exercised), the Committee may apply clawback to all or a proportion of Shares received on vesting or exercise in substantially the same circumstances as apply to malus (as described above) during the period of two years following the vesting of an LTIP Award. Clawback may be effected, among other means, by requiring the transfer of Shares back to the Company or as it directs, payment of cash or reduction of outstanding or future awards.

Cessation of employment

Except in certain circumstances set out below, an LTIP Award will lapse immediately upon an Award Holder ceasing to be employed by or holding office with the Company.

However, if an Award Holder ceases to be so employed because of ill-health, injury, disability, redundancy, their employing company being transferred out of the Group, or in any other circumstances determined at the discretion of the Committee (each a 'Good Leaver Reason'), their LTIP Award will ordinarily vest on the date when it would have vested if they had not so ceased to be a Company employee or director, subject to the satisfaction of any applicable performance conditions measured over the original performance period and the operation of malus or clawback. In addition, unless the Committee decides otherwise, vesting will be pro-rated to reflect the reduced period of time between the grant of the LTIP Award and the participant's cessation of employment as a proportion of the normal vesting period.

If a participant ceases to be a Company employee or director for a Good Leaver Reason, the Committee can alternatively decide that their LTIP Award will vest early when they leave. The terms on which it shall vest will be determined by the Committee in its absolute discretion.

If a participant dies, a proportion of their LTIP Award will normally vest on the date of their death, unless the Committee determines otherwise. The extent to which an LTIP Award will vest in these situations will be determined by the Committee at its absolute discretion taking into account, among other factors, the period of time the LTIP Award has been held and the extent to which any applicable performance conditions have been satisfied at the date of cessation of employment and the operation of malus or clawback. In addition, unless the Committee decides otherwise, vesting will be pro-rated to reflect the reduced period of time between the grant of the LTIP Award and the participant's cessation of employment as a proportion of the normal vesting period.

To the extent that LTIP Options vest for a Good Leaver Reason, they may be exercised for a period of six months following vesting (or such longer period as the Committee determines). To the extent that LTIP Options vest following the death of a participant, they may normally be exercised for a period of twelve months following death (or such longer period as the Committee determines).

Corporate events

In the event of a takeover, scheme of arrangement, demerger, compulsory acquisition of Shares, or winding-up of the Company, LTIP Awards will vest early. The proportion of the LTIP Awards which vest shall be determined by the Committee taking into account, among other factors, the period of time the LTIP Awards has been held by the participant and the extent to which the applicable performance conditions have been satisfied at that time.

To the extent that LTIP Options vest in the event of a takeover, winding-up or scheme of arrangement of the Company they may be exercised for a period of six months measured from the relevant event (or in the case of takeover such longer period as the Committee determines) and will otherwise lapse at the end of that period (or, in the case of a winding-up, upon the completion of the winding up if earlier). To the extent that LTIP Options vest in the event of a compulsory acquisition of Shares, they may be exercised during the period beginning with the date on which a notice is served under section 979 of the Companies Act 2006 and ending seven clear days before entitlement to serve such notice ceases.

In the event of a distribution or any other corporate event not within those above, the Committee may determine that LTIP Awards shall vest to the extent determined by the Committee, taking into account the same factors as set out above. LTIP Options that vest in these circumstances may be exercised during such period as the Committee determines.

The Committee may, in its discretion, allow LTIP Options to vest prior to and conditional upon the occurrence of any of the events set out above and an LTIP Option will then lapse on the occurrence of the event if not exercised prior to the event.

If there is a corporate event resulting in a new person or company acquiring control of the Company, the Committee may (with the consent of the acquiring company and the participant) alternatively decide that LTIP Awards will not vest or lapse but will be replaced by equivalent new awards over shares in the new acquiring company.

Variation of capital

If there is a variation of share capital of the Company or in the event of a demerger or other distribution, special dividend or distribution, the Committee may make such adjustments to LTIP Awards, including the number of Shares subject to LTIP Awards and the exercise price (if any), as it considers to be fair and reasonable.

Dividend equivalents

The Committee may determine that an Award Holder will receive a payment (in cash and/or additional Shares) equal in value to any dividends that would have been paid on the number of Shares which vest in respect of an LTIP Award. The dividend equivalent provision may assume that dividends are treated as reinvested in additional Shares each time a dividend is paid. The Company may decide at any time not to apply dividend equivalents to all or any part of a special dividend or dividend in specie.

Alternative settlement

At its discretion, the Committee may decide to satisfy the vesting or exercise of an LTIP Award with a payment in cash or Shares equal to any gain that an Award Holder would have made had the relevant LTIP Award been satisfied with Shares.

Rights attaching to Shares

Subject to any restrictions applicable to LTIP Restricted Shares, Shares issued and/or transferred under the LTIP shall, as to voting, dividend, transfer, and other rights, including those arising on a liquidation of the Company, rank equally in all respects and as one class with the Shares of the same class in issue at the date of issue or transfer save as regards any rights attaching to such Shares by reference to a record date prior to the date of such issue or transfer.

Amendments

The Committee may, from time to time, amend the provisions of the LTIP in any respect. Amendments are subject to any legal or regulatory requirement to obtain shareholder approval and amendments may not be made to the material disadvantage of Award Holders except with the approval of the majority of the Award Holders affected by the amendment. The prior approval of shareholders at a general meeting of the Company must be obtained in the case of any amendment to the advantage of Award Holders which is made to the provisions relating to eligibility, individual or overall limits, the persons to whom an Award can be granted under the LTIP, the adjustments that may be made in the event of any variation to the share capital of the Company and/or the rule relating to such prior approval, save that there are exceptions for any minor amendment to benefit the administration of the LTIP, to take account of the provisions of any proposed or existing legislation or to obtain or maintain favourable tax, exchange control or regulatory treatment for Award Holders, the Company and/or its other group companies.

Amendments may not adversely affect the rights of Award Holders except where the Award Holder is notified of and has approved such amendment, where the amendment is made to take account of any matter or circumstance which the Committee reasonably considers is a relevant legal or regulatory requirement, or any other matter or circumstance which the Committee reasonably considers is relevant and requires an amendment to be made.

The JD Sports Fashion Plc Deferred Bonus Plan 2022 (the 'DBP')

The DBP is a discretionary plan which incorporates the Company's annual bonus scheme as well as a mechanism for the deferral of bonus into awards over Shares.

Types of deferred award under the DBP

A proportion of the participant's annual bonus will be paid out in cash with the remainder being delivered in the form of a share award which may be subject to a holding period. Deferred awards over Shares which are granted under the DBP may take the form of (i) options over Shares ('DBP Options'), (ii) conditional awards (namely a conditional right to acquire Shares) ('DBP Conditional Awards') and/or (iii) Shares which may be subject to restrictions and the risk of forfeiture ('DBP Restricted Shares' and, together with DBP Options and DBP Conditional Awards, 'DBP Awards'). No payment is required for the grant of a DBP Award (unless the Board determines otherwise).

In practice, it is intended that the Company will normally purchase Shares in the market and will hold them as DBP Restricted Shares for the participant as nominee.

Eligibility

All employees of the Company's group ('Eligible Employees') are eligible for selection to participate in the DBP at the absolute discretion of the Committee, provided that (unless the Committee determines otherwise) they have not given or received notice of termination. Eligibility to participate shall not be a contractual right. In practice, it is expected that the Executive Directors and other senior individuals will be granted DBP Awards.

Bonus opportunity

Participants selected to participate in the DBP for a financial year of the Company may be eligible to receive a discretionary annual bonus subject to satisfying performance conditions and targets set for that financial year. The maximum bonus made to a DBP participant in respect of any financial year must not be more than 200% of their basic annual salary for the relevant financial year. The Board will determine the bonus to be awarded following the end of the relevant financial year. The Board retains discretion to adjust the level of bonus awarded upwards or downwards if in its opinion the level of bonus resulting from the application of applicable performance conditions is not a fair and accurate reflection of business performance, a participant's personal performance or such other factors as the Board considers appropriate.

Except in certain circumstances, a DBP participant who ceases to be employed by or hold office with the Group before the bonus determination is made will cease to be eligible to receive a bonus. However, if a DBP participant ceases to be employed for a Good Leaver Reason, they will remain eligible for a bonus. The performance conditions and targets will be considered and the bonus will be deliverable in the same way and at the same time as if the individual had not ceased to be employed or hold office with the Company, unless the Committee otherwise decides, although the value of the bonus may be pro-rated to reflect the reduced period of time between the start of the financial year and the participant's cessation of employment as a proportion of that financial year.

In addition, in the event that a corporate event occurs as described below, a participant may be eligible to receive a bonus as soon as practicable after the relevant event, the amount of which shall be determined by the Committee taking into account the performance conditions and targets. The value of the bonus will be pro-rated to reflect the reduced period of time between the start of the financial year and the relevant corporate event as a proportion of the relevant financial year unless the Committee otherwise decides.

Malus and clawback provisions apply to a bonus awarded under the DBP as described below.

Dilution Limits

DBP Awards may be satisfied by newly issued shares, treasury shares or shares purchased in the market. However, there is a limit on the number of newly issued or treasury shares over which awards may be granted (which includes awards under any other employees' share scheme that the Company may operate) of 89,690,055 shares. Where it is considered reasonably necessary or desirable in managing the costs of administering the DBP, or its dilutive impact, the Committee reserves the right to require that participants sell at the prevailing market value at that time all or some of the shares that they acquire on the vesting of a DBP Award to such person as directed by the Company, including an employee benefit trust.

Grant of DBP Awards

The Committee may determine that a proportion of a participant's annual bonus is deferred into a DBP Award.

DBP Awards may be granted during the 42 days beginning on: (i) the date of shareholder approval of the DBP; (ii) the day after the announcement of the Company's results for any period; (iii) any day on which the Board determines that circumstances are sufficiently exceptional to justify the making of the DBP Award at that time; or (iv) the day after the lifting of any dealing restrictions which prevent the grant of a DBP Award under (i), (ii) or (iii) above.

No DBP Awards may be granted more than 10 years from the date when the DBP was adopted or when prevented by any dealing restrictions.

In practice, it is intended that DBP Awards will be granted as soon as practicable after the Committee has approved the bonus amount following approval of the annual report.

Awards are not transferable (except on death) and they are not pensionable.

Vesting of DBP Awards

DBP Awards will normally vest on the third anniversary of the date of grant. DBP Options which have vested will normally remain exercisable following vesting for a period set by the Committee not exceeding 10 years from grant.

Holding period

A holding period (or periods) may apply to any Shares acquired pursuant to the vesting or exercise of a DBP Award.

During any holding period, the relevant award holder ('Award Holder') or trustees or nominees designated to by the Company to hold the Shares for the benefit of the Award Holder will be required to retain the Shares and shall not be permitted to transfer, assign or otherwise dispose of such Shares for the duration of the holding period, subject to being permitted to sell such number of Shares as may be necessary to meet any tax liability arising on vesting or exercise and subject to certain other limited exceptions or if the Committee in its discretion determines otherwise.

Malus

The Committee may decide (a) at the time of payment of a cash bonus or at any time before to reduce the amount of the bonus (including to nil) and/or (b) at the vesting of the DBP Award (or exercise in the case of a DBP Option) or any time before to reduce the number of Shares subject to a DBP Award (including to nil) and/or that additional conditions shall be imposed on such basis that the Board in its discretion considers to be fair and reasonable in the event that one or more of the following events arise or come to light:

1. discovery of a material misstatement resulting in an adjustment in the audited consolidated accounts of the Company or the audited accounts of any group member; and/or
2. the discovery that the assessment of any performance target or condition in respect of a bonus or a DBP Award was based on error, or inaccurate or misleading information; and/or
3. the discovery that any information used to determine the bonus and/or the number of Shares to be placed under a DBP Award was based on error, or inaccurate or misleading information; and/or
4. action or conduct of an Award Holder which, in the reasonable opinion of the Committee, amounts to fraud or gross misconduct; and/or

5. events or behaviour of an Award Holder have led to the censure of a group member by a regulatory authority or have had a significant detrimental impact on the reputation of any group member provided that the Committee is satisfied that the relevant Award Holder was responsible for the censure or reputational damage and that the censure or reputational damage is attributable to them; and/or
6. a serious failure of risk management of the Company, a group member or a business unit of the group; and/or
7. the Company or any group member or business of the group becomes insolvent or otherwise suffers a corporate failure so that the value of Shares is materially reduced provided that the Committee determines following an appropriate review of accountability that the Award Holder should be held responsible (in whole or in part) for that insolvency or corporate failure; and/or
8. any other circumstances that the Committee considers justifying the operation of these provisions.

Clawback

The Committee may apply clawback to all or part of a participant's cash bonus and/or DBP Award in substantially the same circumstances as apply to malus (as described above), for the period of three years following the payment of the cash bonus to which the DBP Award relates. Clawback may be effected, among other means, by requiring the transfer of Shares back to the Company or as it directs, payment of cash or reduction of outstanding or future awards.

Cessation of employment

Except in certain circumstances, set out below, a DBP Award will lapse immediately upon a participant ceasing to be employed by or holding office with the group.

However, if a participant so ceases to be employed for a Good Leaver Reason, their DBP Award will ordinarily vest on the date when it would have vested if they had not so ceased to be a group employee or director, subject to the satisfaction of any performance conditions measured over the original performance period and the operation of malus or clawback.

If a participant ceases to be a group employee or director for a Good Leaver Reason, the Board can alternatively decide that their DBP Award will vest early when they leave.

If an employee dies, any DBP Award held by them which has not vested will vest immediately.

If the Committee in its absolute discretion decides otherwise, the DBP Award may be reduced pro rata to reflect the number of whole months from the DBP Award date until the date of death or cessation of employment as a proportion of the original vesting period.

To the extent that DBP Options vest for a Good Leaver Reason, they may be exercised for a period six months following vesting (or such longer period as the Committee determines). To the extent that DBP Options vest following the death of a participant, they may normally be exercised for a period of twelve months following death (or such longer period as the Committee determines). The DBP Option shall lapse at the end of such period.

Corporate events

In the event of a takeover, compulsory acquisition of Shares, scheme of arrangement, or winding-up of the Company, DBP Awards will vest early.

DBP Options which vest in the event of a takeover, scheme of arrangement, or winding-up of the Company may be exercised for a period of six months measured from the relevant event (or in the case of takeover such longer period as the Committee determines) and will otherwise lapse at the end of that period. To the extent the DBP Options vest in the event of a compulsory acquisition of Shares, they may be exercised during the period beginning with the date on which a notice is served under section 979 of the Companies Act 2006 and ending seven clear days before entitlement to serve such notice ceases.

The Committee will have discretion to determine that vesting of DBP Awards of participants will be pro-rated to reflect the reduced period of time between grant and the relevant event as proportion of the normal vesting period. The Committee will determine whether or not to pro-rate based on the circumstances of the relevant event.

In the event of a demerger, distribution or any other corporate event, the Committee may determine that DBP Awards shall vest, to the extent determined by the Committee. DBP Options that vest in these circumstances may be exercised during such period as the Committee determines.

The Committee may, in its discretion, allow the DBP Awards to vest prior to and conditional upon the occurrence of any of the events set out above and a DBP Option will then lapse on the occurrence of the event if not exercised prior to the event.

If there is a corporate event resulting in a new person or company acquiring control of the Company, the Committee may (with the consent of the acquiring company) alternatively decide that DBP Awards will not vest but that the unvested portion of the DBP Awards will be replaced by equivalent new awards over shares in the new acquiring company.

Dividend equivalents

The Committee may determine that a DBP Award (except an award comprising DBP Restricted Shares where the right to dividends has not been waived) may include the right to receive an amount in plan shares or cash on or following vesting (subject to any holding periods) equal in value to the dividends which were payable on the number of plan shares in respect of which the DBP Award has vested during such period as specified by the Company. The Company may decide at any time not to apply dividend equivalents to all or any part of a special dividend or dividend in specie.

Rights attaching to Shares

Subject to any restrictions applicable to DBP Restricted Shares, Shares issued and/or transferred under the DBP shall, as to voting, dividend, transfer, and other rights, including those arising on a liquidation of the Company, rank equally in all respects and as one class with the Shares of the same class in issue at the date of issue or transfer save as regards any rights attaching to such Shares by reference to a record date prior to the date of such issue or transfer.

Amendments

The Committee may, from time to time, amend the provisions of the DBP in any respect. Amendments are subject to any legal or regulatory requirement to obtain shareholder approval and amendments may not be made to the material disadvantage of participants except with the approval of the majority of the participants affected by the amendment. The prior approval of shareholders at a general meeting of the Company must be obtained in the case of any amendment to the advantage of Award Holders which is made to the provisions relating to eligibility, individual or overall limits, the persons to whom an Award can be granted under the DBP, the adjustments that may be made in the event of any variation to the share capital of the Company and/or the rule relating to such prior approval, save that there are exceptions for any minor amendment to benefit the administration of the DBP, to take account of the provisions of any proposed or existing legislation or to obtain or maintain favourable tax, exchange control or regulatory treatment for Award Holders, the Company and/or its other group companies.

Amendments may not adversely affect the rights of Award Holders except where the Award Holder is notified of and has approved such amendment, where the amendment is made to take account of any matter or circumstance which the Committee reasonably considers is a relevant legal or regulatory requirement, or any other matter or circumstance which the Committee reasonably considers is relevant and requires an amendment to be made.

JD Sports Fashion Plc