
Chesnara plc

The Chesnara 2023 Short-Term Incentive Scheme

Approved by shareholders: [●] 2023

Adopted by the Remuneration Committee: [●] 2023

DRAFT

THE CHESNARA 2023 SHORT-TERM INCENTIVE SCHEME

Table of Contents

1	Interpretation.....	1
Part A: Cash Awards.....		7
2	Making of Cash Awards	7
3	Retention of Cash Awards on cessation of Relevant Employment	9
4	Performance Target	9
5	Testing of Performance Target and Vesting of Cash Awards	10
Part B: Deferred Share Awards.....		12
6	Making of Deferred Share Awards.....	12
7	Scheme limits	13
8	Awards to be nil-cost	14
9	Vesting of Awards (and exercise of Options)	14
10	Retention of Deferred Share Awards on cessation of Relevant Employment.....	16
11	Takeover and other corporate events	17
12	Exchange of Deferred Share Awards	19
Part C: General		20
13	Malus and clawback.....	20
14	Lapse of Awards	22
15	Adjustment of Awards on Reorganisation	22
16	Accounting for Award Tax Liability	22
17	Issue and listing of Scheme Shares	23
18	Relationship of Scheme to contract of employment	23
19	Administration of Scheme.....	24
20	Amendment of Scheme	25
21	Notices	26
22	Governing law and jurisdiction.....	27

Rules of the Chesnara 2023 Short-Term Incentive Scheme for approval at the Annual General Meeting of Chesnara plc to be held on 16 May 2023.

THE CHESNARA 2023 SHORT-TERM INCENTIVE SCHEME

1 *Interpretation*

1.1 *Definitions*

In this Scheme, unless the context otherwise requires, the following words and expressions have the following meanings:

Acting In Concert has the meaning given to that expression in The City Code on Takeovers and Mergers as amended from time to time;

Assessment Error means the discovery of an error in the assessment of the extent to which a Performance Target applicable to a Cash Award has been satisfied;

Award means:

1. a Cash Award; or
2. a Deferred Share Award

made under the Scheme;

Award Date means:

1. in respect a Cash Award, the date on which the Cash Award is made in accordance with Rule 2.3; or
2. in respect a Deferred Share Award, the date on which the Deferred Share Award is made in accordance with Rule 6.1;

Award Dividend Period means:

1. in relation to an Option, the period from the Award Date until the date on which the Option is exercised by the Award Holder; and
2. in relation to a Conditional Share Award, the Vesting Period;

Award Dividends means, in respect of a Deferred Share Award:

1. the dividends (not including any associated tax credit) that would have been paid during the Award Dividend Period on the number of Scheme Shares in respect of which the Deferred Share Award Vests which shall, if the Grantor so determines, exclude the value of all or any part of any special dividend or dividend in specie; and
2. if the Grantor so determines and is set out in the Deferred Share Award Certificate, a cash sum equal to an amount of interest, calculated at such rate and on such basis as determined by the Grantor, on the amount of any such dividend from the relevant dividend payment date until the end of the Award Dividend Period;

Award Holder means an individual to whom an Award has been made or, if that person has died and where the context requires, their legal personal representatives;

Rules of the Chesnara 2023 Short-Term Incentive Scheme for approval at the Annual General Meeting of Chesnara plc to be held on 16 May 2023.

THE CHESNARA 2023 SHORT-TERM INCENTIVE SCHEME

Award Holder's Employer means such Group Member as is an Award Holder's employer or, if they have ceased to be employed within the Group, was their employer or such other Group Member, or such other person as, under the PAYE Regulations or, as the case may be, the NI Regulations, or any other statutory or regulatory enactment (whether in the United Kingdom or otherwise) is obliged to account for any Award Tax Liability;

Award Tax Liability means, in relation to an Award Holder, any liability of the Award Holder's Employer or of any other person (apart from the Award Holder) to account to HMRC or other tax authority for any amount of, or representing, income tax or employee NICs or any equivalent charge in the nature of tax or social security contributions (whether under the laws of the United Kingdom or otherwise) which may arise on or in connection with the making, vesting, exercise or release of, or the acquisition of Scheme Shares or of any interest in Scheme Shares pursuant to, an Award or any cash payment made under this Scheme or otherwise in relation to an Award including any liability arising under Part 7A ITEPA 2003;

Cash Award means a right to receive a cash amount subject to the satisfaction of a Performance Target of which a proportion may be deferred into a Deferred Share Award;

Cash Award Certificate means a statement in a form determined by the Company setting out the details of a Cash Award as set out in Rule 2.4;

Committee means the remuneration committee of the board of directors of the Company or such other committee, comprising a majority of non-executive directors of the Company, to which the board of directors delegates responsibility for overseeing the operation of this Scheme or, following a change of Control of the Company, those persons who comprised the remuneration committee or such other committee of the board of directors immediately before such change of Control;

Company means Chesnara plc incorporated in England and Wales under company number 04947166;

Compulsory Deferral Percentage means a proportion of a Cash Award which, subject to any minimum amount of the Cash Award becoming capable of Vesting which is specified in the Cash Award Certificate, must be deferred into a Deferred Share Award;

Conditional Share Award means a conditional right under the Scheme to acquire Scheme Shares;

Control has the meaning given to it by section 995 of ITA 2007;

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

Dealing Restrictions means restrictions on dealings imposed by statute, order or regulation or Government directive, or any other code or guidance on share dealing adopted by the Company or with which the Company seeks to comply;

Directors' Remuneration Policy has the meaning given to it by section 422A(6) of the Companies Act 2006;

Deferred Share Award means an Option or a Conditional Share Award made under the Scheme;

Deferred Share Award Certificate means a statement in a form determined by the Company setting out details of a Deferred Share Award as set out in Rule 6.2;

Rules of the Chesnara 2023 Short-Term Incentive Scheme for approval at the Annual General Meeting of Chesnara plc to be held on 16 May 2023.

THE CHESNARA 2023 SHORT-TERM INCENTIVE SCHEME

Eligible Employee means an individual who at the Award Date is a director or employee of a Group Member;

Employees' Share Scheme has the meaning set out in section 1166 of the Companies Act 2006;

Employer's NIC means employer's secondary class 1 National Insurance contributions liability or any local equivalent;

Exercise Period means, in respect of an Option, the period set by the Committee on the Award Date during which an Option may be exercised, which may not extend past the tenth anniversary of the Award Date;

Failure of Risk Management means any material failure of risk management of the Company, a Group Member or a business unit of the Group;

Financial Conduct Authority means the "competent authority" as that expression is defined in Part VI of the Financial Services and Markets Act 2000;

Gain means the Market Value of a Scheme Share on the date of exercise of an Option, multiplied by the number of Scheme Shares in respect of which the Option is being exercised;

Good Reason means:

1. injury or disability (evidenced to the satisfaction of the Committee);
2. redundancy (within the meaning of the Employment Rights Act 1996);
3. retirement with the consent of the Committee;
4. death;
5. the fact that the Award Holder's Relevant Employment relates to a business or part of a business which is transferred to a person or Company which is not a Group Member;
6. the fact that the company with which the Award Holder has Relevant Employment is no longer a Group Member; or
7. any other circumstances if the Committee determines in any particular case;

Grantor means:

1. in relation to a Deferred Share Award made by the Company, the Committee; and
2. in relation to a Deferred Share Award made by the Trustees, the Trustees;

Group means the Company and its Subsidiaries from time to time and **Group Member** shall be interpreted accordingly;

HMRC means HM Revenue and Customs;

Insolvency or Corporate Failure means the Company, or any Group Member or business of the Group becomes insolvent or otherwise suffers a corporate failure so that the value of Scheme 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 part) for that insolvency or corporate failure;

ITA 2007 means the Income Tax Act 2007;

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

Rules of the Chesnara 2023 Short-Term Incentive Scheme for approval at the Annual General Meeting of Chesnara plc to be held on 16 May 2023.

THE CHESNARA 2023 SHORT-TERM INCENTIVE SCHEME

London Stock Exchange means the London Stock Exchange plc or any successor body;

Market Value on any day means:

1. if at the relevant time Scheme Shares are listed on the Official List (or any other recognised stock exchange within the meaning of section 1005 of ITA 2007 or the Alternative Investment Market of the London Stock Exchange), the middle market quotation (as derived from the Daily Official List of the London Stock Exchange or the equivalent list or record for the recognised stock exchange on which the Scheme Shares are listed) on the preceding Dealing Day; or
2. where Scheme Shares are not so listed, the market value of a Scheme Share calculated as described in the Taxation of Chargeable Gains Act 1992;

Material Misstatement means the discovery of a material misstatement in the audited consolidated accounts of the Company or the audited accounts of any Group Member;

Maximum Cash Award Opportunity means the maximum amount payable pursuant to a Cash Award;

Misconduct means action or conduct of the Award Holder which, in the reasonable opinion of the Committee, amounts to fraud or gross misconduct;

NI Regulations means the laws, regulations and practices currently in force relating to liability for, and the collection of, NICs;

NICs means National Insurance contributions;

Official List means the Financial Conduct Authority's list of securities that have been admitted to listing and which is maintained by the Financial Conduct Authority;

Option means a right to acquire Scheme Shares granted under the Scheme;

PAYE means the deduction of tax and NICs in accordance with the PAYE Regulations and the NI Regulations;

PAYE Regulations means the regulations made under section 684 of ITEPA 2003;

Performance Period means the period of time over which a Performance Target is measured;

Performance Target means an objective performance target imposed as a condition of the Vesting of an Award under Rule 4.1 and as substituted or varied in accordance with Rule 4.2;

Regulatory Breach means an action or omission by a Group Member in breach of any regulations applicable to the Group occurs or is discovered which results in material financial or reputational harm to the Group;

Regulatory Information Service means a service that is approved by the Financial Conduct Authority on meeting the primary information provider criteria and is on the list of Regulatory Information Services maintained by the Financial Conduct Authority (or any overseas equivalent);

Reference Price means the mean Market Value of a Scheme Share on the Award Date of the relevant Deferred Share Award;

Rules of the Chesnara 2023 Short-Term Incentive Scheme for approval at the Annual General Meeting of Chesnara plc to be held on 16 May 2023.

THE CHESNARA 2023 SHORT-TERM INCENTIVE SCHEME

Relevant Employment means employment or office holding with any Group Member;

Reorganisation means any variation in the share capital of the Company, including but without limitation a capitalisation issue, rights issue, demerger or other distribution, a special dividend or distribution, rights offer or bonus issue and a sub-division, consolidation or reduction in the capital of the Company;

Reputational Damage or Censure means where 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 relevant Award Holder is deemed to be responsible for the censure and that the reputational damage is attributable to them;

Rules mean the rules of the Scheme;

Salary means the gross rate of basic annual salary (before the application of any salary sacrifice arrangement and excluding any bonus, company pension contributions and any other benefits-in-kind) attributable to an Award Holder by Group Members and expressed as an annual rate at the Award Date;

Scheme means The Chesnara 2023 Short-Term Incentive Scheme as amended from time to time;

Scheme Shares means ordinary shares in the capital of the Company (or any shares representing them);

Share Ownership Requirement means any requirement, as may be notified to an Award Holder by the Committee from time to time, for them to maintain a holding of a number of Scheme Shares;

Subsidiary has the meaning set out in section 1159 of the Companies Act 2006;

Trustees means the trustees of any trust created by a Group Member which, when taken together with the Scheme, constitutes an Employees' Share Scheme;

Vest means:

1. in relation to a Cash Award, the Award Holder becoming entitled to receive a cash payment in respect of the Cash Award;
2. in relation to a Deferred Share Award which is an Option, the Option becoming capable of exercise by the Award Holder; and
3. in relation to a Deferred Share Award which is a Conditional Share Award, the Award Holder becoming entitled to have Scheme Shares transferred to them;

Vesting Period means the period between the Award Date of a Deferred Share Award and the date that it Vests; and

Year means a financial year of the Company.

1.2 *Interpretation*

In the Scheme, unless otherwise specified:

Rules of the Chesnara 2023 Short-Term Incentive Scheme for approval at the Annual General Meeting of Chesnara plc to be held on 16 May 2023.

THE CHESNARA 2023 SHORT-TERM INCENTIVE SCHEME

1. save as provided for by law a reference to writing includes any mode of reproducing words in a legible form and reduced to paper or electronic format or communication including, for the avoidance of doubt, correspondence via e-mail; and
2. the Interpretation Act 1978 applies to the Scheme in the same way as it applies to an enactment.

Rules of the Chesnara 2023 Short-Term Incentive Scheme for approval at the Annual General Meeting of Chesnara plc to be held on 16 May 2023.

THE CHESNARA 2023 SHORT-TERM INCENTIVE SCHEME

Part A: Cash Awards

2 Making of Cash Awards

2.1 Cash Awards made by Committee

Subject to Rules 2.5 and 2.6 the Committee may from time to time make Cash Awards to Eligible Employees.

2.2 Terms of Cash Awards and Directors' Remuneration Policy and regulatory limitations

Subject to the Rules, the Committee will in its absolute discretion determine whether or not any Cash Awards are made at any particular time and, if they are, who they are made to and the terms of such Cash Awards.

Where the Company has in place a Directors' Remuneration Policy approved by the Company in general meeting, the terms of an Award to be awarded to an Eligible Employee who is a director of the Company must fall within the scope of the Directors' Remuneration Policy most recently approved by the Company in a general meeting. Such terms may include by way of example but without limitation any relevant individual limit in Rule 2.8 and any Performance Target set under Rule 4.1.

The terms of any Award to be awarded to be an Eligible Employee under the Scheme must be in accordance with any applicable laws or regulations with which the Company is bound to comply in respect of that Eligible Employee.

2.3 Procedure for making Cash Awards and Award Date

A Cash Award shall be made by the Committee passing a resolution. The Award Date shall be the date on which the Committee passes the resolution or such later date as specified in the resolution. A Cash Award Certificate shall be issued to each Award Holder as soon as practicable following the making of the Cash Award.

2.4 Contents of Cash Award Certificate

A Cash Award Certificate shall state:

1. the Award Date;
2. the Maximum Cash Award Opportunity;
3. the Performance Target;
4. the Performance Period;
5. the Compulsory Deferral Percentage (if any);
6. that Rule 13.1 (Malus) and, if applicable, that Rule 13.2 (Clawback) shall apply to the Cash Award; and
7. any further conditions of the Cash Award.

Rules of the Chesnara 2023 Short-Term Incentive Scheme for approval at the Annual General Meeting of Chesnara plc to be held on 16 May 2023.

THE CHESNARA 2023 SHORT-TERM INCENTIVE SCHEME

2.5 *When Cash Awards may be made*

The Committee may make a Cash Award at any time before the 10th anniversary of adoption of the Scheme.

2.6 *Who may be made Cash Awards*

A Cash Award may be made to any individual who is an Eligible Employee at the Award Date. Unless the Committee determines otherwise, a Cash Award will not be made to an Eligible Employee who on or before the Award Date has given or received notice of termination of their Relevant Employment (whether or not lawful).

2.7 *Acceptance of Cash Awards*

The Committee may determine that an Award Holder shall be required to accept their Cash Award by completing and returning a document in such form and within such period as the Committee may determine. If the Award Holder does not deliver the duly completed document to the Committee within the applicable period the Cash Award will immediately lapse at the end of such period, unless the Committee determines otherwise. The Committee may also determine that such a document contain any applicable acceptance for the purposes of Rule 13.

2.8 *Individual limit on Cash Awards*

The Maximum Cash Award Opportunity of a Cash Award shall not exceed the highest Maximum Cash Award Opportunity that may be awarded to the Company's highest earning director under the Directors' Remuneration Policy which the Company has in place.

The limit as set out in this Rule 2.8 shall not apply to a Cash Award granted to an individual which replaces elements of remuneration forfeited by the individual on leaving a previous employment in order to take up employment with a Group Member.

2.9 *Effect of cessation of Relevant Employment*

Subject to Rule 3, a Cash Award shall Vest only while the Award Holder is in Relevant Employment and if an Award Holder ceases to be in Relevant Employment any Cash Award made to them shall lapse on cessation. This Rule 2.9 shall apply where the Award Holder ceases to be in Relevant Employment in any circumstances (including, in particular, but not by way of limitation, where the Award Holder is dismissed unfairly, wrongfully, in breach of contract or otherwise).

For the purposes of the Scheme, unless in a particular case the Committee in its absolute discretion determines otherwise, an Award Holder shall be treated as ceasing to be in Relevant Employment when they no longer hold any office or employment with any Group Member.

Rules of the Chesnara 2023 Short-Term Incentive Scheme for approval at the Annual General Meeting of Chesnara plc to be held on 16 May 2023.

THE CHESNARA 2023 SHORT-TERM INCENTIVE SCHEME

3 *Retention of Cash Awards on cessation of Relevant Employment*

3.1 *Cessation of Relevant Employment during the Performance Period*

If, before the end of the Performance Period, an Award Holder ceases to be in Relevant Employment, the Committee may in its absolute discretion determine that the Award Holder may retain the benefit of the Cash Award made to them.

Additionally, the Committee may in its absolute discretion determine, subject to its determination as to whether and to what extent the Performance Target shall be deemed to be satisfied as at the date of cessation, that the Cash Award will Vest immediately and the amount in respect of which the Cash Award Vests be paid in cash to the Award Holder.

Where this Rule 3.1 applies in respect of any Cash Award, the amount of that Cash Award which is capable of Vesting following the determination of the extent to which the Performance Target is satisfied will be reduced pro rata to reflect the proportion of the Performance Period that has elapsed as at the date of cessation, provided that the Committee may, in its discretion, determine that a greater proportion of the Performance Period may be used in such calculation.

3.2 *Cessation of Relevant Employment after the end of the Performance Period*

If, after the end of the Performance Period but before the application of Rule 5.2, an Award Holder ceases to be in Relevant Employment, the Committee may in its absolute discretion determine that the Award Holder may retain the benefit of the Cash Award made to them.

Additionally, the Committee may in its absolute discretion determine, subject to its determination as to whether and to what extent the Performance Target shall be deemed to be satisfied as at the date of cessation, that the Cash Award will Vest immediately and the amount in respect of which the Cash Award Vests be paid in cash to the Award Holder.

4 *Performance Target*

4.1 *Setting of Performance Target*

The Vesting of a Cash Award and the extent to which it Vests will be subject to the satisfaction of a Performance Target and any other conditions set by the Committee. The Performance Target must be achievable, if at all, by the end of the Performance Period.

4.2 *Substitution, variation or waiver of Performance Target*

If an event occurs which causes the Committee to consider that the Performance Target or any further condition imposed under Rule 4.1 subject to which an Award has been made is no longer appropriate, the Committee may substitute, vary or waive the Performance Target or the condition in such manner (and make such consequential amendments to the Rules) as:

Rules of the Chesnara 2023 Short-Term Incentive Scheme for approval at the Annual General Meeting of Chesnara plc to be held on 16 May 2023.

THE CHESNARA 2023 SHORT-TERM INCENTIVE SCHEME

1. is reasonable in the circumstances; and
2. except in the case of waiver produces a fairer measure of performance and is not materially less difficult to satisfy.

The Award shall then take effect subject to the Performance Target or other condition as substituted, varied or waived.

4.3 *Notification of Award Holders*

The Committee shall, as soon as practicable, notify each Award Holder concerned of any determination made by it under Rule 4.2.

5 *Testing of Performance Target and Vesting of Cash Awards*

5.1 *Testing of Performance Target*

As soon as practicable after the end of the Performance Period, the Committee shall determine whether and the extent to which the Performance Target and any further condition imposed under Rule 4.1 have been satisfied.

The Committee may determine that Vesting of a Cash Award shall be delayed until any relevant investigation or other procedure relevant to an event falling within the scope of Rule 13.

The Committee may in addition adjust the level of Vesting of a Cash Award upwards (but to no more than 100% of the Maximum Cash Award Opportunity) or downwards (including for the avoidance of doubt to nil) after the application of any Performance Target and/or any other conditions set by the Committee if in its opinion:

1. the level of Vesting resulting from the application of the Performance Target and/or any other conditions is not a fair and accurate reflection of the performance of the Company, the Group or any Group Member(s); and/or
2. the level of Vesting resulting from the application of the Performance Target and/or any other conditions is not a fair and accurate reflection of the performance of the Award Holder; and/or
3. there is any other factor or circumstances which would make the level of Vesting resulting from the application of the Performance Target and/or any other conditions inappropriate without adjustment.

Following its determination(s) under this Rule 5.2, the Committee shall notify Award Holders of the amount of the Cash Award which is capable of Vesting, which shall not be more than 100% of the Maximum Cash Award Opportunity.

5.2 *Deferral into Deferred Share Award*

Subject to Rule 5.3, following the Committee's determinations under Rule 5.1 and subject to Rule 16, the following shall occur:

1. if the Cash Award has a Compulsory Deferral Percentage, the amount of the Cash Award which is capable of Vesting shall be multiplied by that percentage to determine the amount that is compulsorily deferred;
2. the deferred amount shall be divided by the Reference Price;

Rules of the Chesnara 2023 Short-Term Incentive Scheme for approval at the Annual General Meeting of Chesnara plc to be held on 16 May 2023.

THE CHESNARA 2023 SHORT-TERM INCENTIVE SCHEME

3. the Committee shall make or, where the intended Grantor is not the Company, procure the making to the Award Holder of a Deferred Share Award over the resulting number of Scheme Shares (rounded down to the nearest Scheme Share); and
4. such amount of the Cash Award as is not deferred into Scheme Shares shall Vest forthwith and be paid in cash to the Award Holder.

5.3 *Vesting of Cash Awards following cessation of Relevant Employment*

If an Award Holder has ceased to be in Relevant Employment and has retained the benefit of the Cash Award made to them pursuant to Rule 3, then Rule 5.2 shall not apply and the amount of the Cash Award which is capable of Vesting shall Vest forthwith and be paid in cash to the Award Holder.

Rules of the Chesnara 2023 Short-Term Incentive Scheme for approval at the Annual General Meeting of Chesnara plc to be held on 16 May 2023.

THE CHESNARA 2023 SHORT-TERM INCENTIVE SCHEME

Part B: Deferred Share Awards

6 *Making of Deferred Share Awards*

6.1 *Procedure for making Deferred Share Awards and Award Date*

A Deferred Share Award shall be granted by the passing of a resolution by the Grantor. The Award Date shall be the date allowed by Rule 6.3 on which the resolution is passed by the Grantor, or any later date specified in the resolution and not prohibited by Rule 6.3. The grant of a Deferred Share Award may be evidenced by a deed executed by or on behalf of the Grantor.

A Deferred Share Award Certificate shall be issued to each Award Holder as soon as practicable following the making of the Deferred Share Award.

6.2 *Contents of Deferred Share Award Certificate*

A Deferred Share Award Certificate shall state:

1. whether the Deferred Share Award comprises an Option or a Conditional Share Award;
2. the Award Date;
3. the number of Scheme Shares subject to the Deferred Share Award;
4. the date or dates on which the Deferred Share Award will normally Vest and if more than one date is specified, the number or proportion of the Plan Shares subject to an Award which will normally Vest on each of those dates;
5. whether or not any dividend equivalents will be payable under Rule 9.8 and the manner in which any such dividend equivalents will be settled;
6. in the case of an Option, the Exercise Period;
7. that Rule 13.1 (Malus) and, if applicable, that Rule 13.2 (Clawback) shall apply to the Deferred Share Award;
8. that, where applicable, the achievement and maintenance of a Share Ownership Requirement shall apply to the Award; and
9. any conditions of the Deferred Share Award (if applicable).

6.3 *When Deferred Share Awards may not be made*

A Deferred Share Award may not be made at any time that Dealing Restrictions apply.

Where the application of Dealing Restrictions affects the making of a Deferred Share Award, the Deferred Share Award shall be made as soon as reasonably practicable after the lifting of the Dealing Restrictions.

6.4 *Share Ownership Requirement*

The Committee may require, where applicable as a condition of making a Deferred Share Award, that, subject to the Award Holder being permitted to sell sufficient Scheme Shares to meet their obligations under Rule 16, the Award Holder must retain any Scheme Shares in respect of which the Deferred Share Award made to them Vests unless and until they have met and maintained their Share Ownership Requirement.

Rules of the Chesnara 2023 Short-Term Incentive Scheme for approval at the Annual General Meeting of Chesnara plc to be held on 16 May 2023.

THE CHESNARA 2023 SHORT-TERM INCENTIVE SCHEME

6.5 *Acceptance of Deferred Share Awards*

The Grantor may determine that an Award Holder shall be required to accept their Deferred Share Award by completing and returning a document in such form and within such period as the Grantor may determine. If the Award Holder does not deliver the duly completed document to the Grantor within the applicable period the Deferred Share Award will immediately lapse at the end of such period, unless the Grantor determines otherwise. The Grantor may also determine that such a document contain any applicable acceptance for the purposes of Rule 13.

6.6 *Deferred Share Awards non-transferable*

A Deferred Share Award shall be personal to the Award Holder and, except in the case of the death of the Award Holder, shall not be capable of being transferred, charged or otherwise alienated and shall lapse immediately if the Award Holder purports to transfer, charge or otherwise alienate the Deferred Share Award.

7 *Scheme limits*

7.1 *General*

The aggregate number of Scheme Shares over which Awards may be made shall be limited as set out in this Rule 7. In the event of any conflict between the limits in this Rule 7, the lower limit shall prevail.

7.2 *10 per cent in 10 years*

A Deferred Share Award may not be made if the result of making the Deferred Share Award would be that the aggregate number of Scheme Shares issued or committed to be issued in the preceding 10 year period under:

1. Deferred Share Awards under the Scheme; or
2. options or awards made under any other Employees' Share Scheme (whether or not discretionary) operated by the Company,

would exceed 10 per cent of the Company's issued ordinary share capital at that time.

7.3 *5 per cent in 10 years*

A Deferred Share Award may not be made if the result of making the Deferred Share Award would be that the aggregate number of Scheme Shares issued or committed to be issued in the preceding 10 year period under:

1. Deferred Share Awards under the Scheme; or
2. options or awards made under any other discretionary Employees' Share Scheme adopted by the Company,

would exceed 5 per cent of the Company's issued ordinary share capital at that time.

Rules of the Chesnara 2023 Short-Term Incentive Scheme for approval at the Annual General Meeting of Chesnara plc to be held on 16 May 2023.

THE CHESNARA 2023 SHORT-TERM INCENTIVE SCHEME

7.4 ***Calculation***

For the purpose of the limits contained in this Rule 7:

1. for as long as required by The Investment Association Principles of Remuneration treasury shares shall be included in the limit as if they were new issue shares;
2. there shall be disregarded any Scheme Shares where the right to acquire the Scheme Shares has lapsed or been renounced;
3. there shall be disregarded any Scheme Shares which the Trustees have purchased, or determined that they will purchase, in order to satisfy a Deferred Share Award or the exercise of an option or the vesting of other rights of an employee under any other Employees' Share Scheme operated by the Group; and
4. any Scheme Shares issued or issuable in relation to a Deferred Share Award, or on the exercise of an option or the vesting of other rights of an employee under any other Employees' Share Scheme operated by the Group shall be taken into account once only (when the Deferred Share Award is made or the option is granted or the right awarded) and shall not fall out of account when the Deferred Share Award Vests, the option is exercised or other rights vest.

7.5 ***Scaling down***

If the making of a Deferred Share Award would cause the limits in this Rule 7 to be exceeded, the deferred amount used for the purpose of the calculation set out in Rule 5.2 shall be reduced so that the Deferred Share Award shall take effect as a Deferred Share Award over the maximum number of Scheme Shares which does not cause the limit to be exceeded.

If more than one Deferred Share Award is made on the same Deferred Share Award Date, the reduction of the deferred amount used in calculating the number of Scheme Shares subject to each such Deferred Share Award shall be reduced pro rata.

8 ***Awards to be nil-cost***

An Award Holder shall not be required to make any payment on the exercise of an Option or the Vesting of a Conditional Share Award.

Where the Grantor has determined that a Deferred Share Award will be satisfied by the issue of new shares, the Company will ensure that at the time of the issue of the Scheme Shares arrangements are in place to pay up the nominal value of the relevant Scheme Shares.

9 ***Vesting of Awards (and exercise of Options)***

9.1 ***Earliest date for Vesting of Deferred Share Awards***

Subject to Rules 10 and 11, a Deferred Share Award will Vest on the relevant date or dates specified under Rule 6.2.4.

The Committee may determine that Vesting of the Deferred Share Award shall be delayed until any relevant investigation or other procedure relevant to an event falling within the scope of Rule 13.

Rules of the Chesnara 2023 Short-Term Incentive Scheme for approval at the Annual General Meeting of Chesnara plc to be held on 16 May 2023.

THE CHESNARA 2023 SHORT-TERM INCENTIVE SCHEME

9.2 *Effect of Deferred Share Award Vesting*

Subject to the Rules, the effect of a Deferred Share Award Vesting shall be:

1. in the case of an Option, that the Award Holder is entitled to exercise the Option at any time during the Exercise Period; and
2. in the case of a Conditional Share Award, that the Award Holder shall become entitled to the Scheme Shares.

9.3 *No Vesting or exercise while Dealing Restrictions apply*

Scheme Shares may not be issued or transferred to an Award Holder (nor, in the case of an Option, may the Option be exercised) while Dealing Restrictions apply.

9.4 *Effect of cessation of Relevant Employment*

Subject to Rule 10, a Deferred Share Award shall Vest and an Option may be exercised only while the Award Holder is in Relevant Employment and if an Award Holder ceases to be in Relevant Employment, any Deferred Share Award made to them shall lapse on cessation. This Rule 9.4 shall apply where the Award Holder ceases to be in Relevant Employment in any circumstances (including, in particular, but not by way of limitation, where the Award Holder is dismissed unfairly, wrongfully, in breach of contract or otherwise).

9.5 *Options may be exercised in whole or in part*

Subject to Rules 9.3 and 9.4, a Vested Option may be exercised in whole or in part at any time. If exercised in part, the unexercised part of the Option shall not lapse as a result and shall remain exercisable.

9.6 *Procedure for exercise of Options*

An Option shall be exercised by the Award Holder delivering to the Grantor a duly completed notice of exercise in the form from time to time prescribed by the Company, specifying the number of Scheme Shares in respect of which the Option is being exercised, together with any payment and/or documentation required under Rule 16 and, if required, the Deferred Share Award Certificate.

For the avoidance of doubt, the date of exercise of an Option shall be the date of the receipt of the notice of exercise and compliance with the first paragraph of this Rule 9.6.

9.7 *Issue or transfer of Scheme Shares*

Subject to Rules 9.8 and 16 and to any necessary consent and to compliance by the Award Holder with the Rules, the Grantor shall, as soon as practicable and in any event not later than 30 days after:

1. in the case of an Option, the exercise date, arrange for the issue or transfer to the Award Holder (or a nominee specified or permitted by the Company) of the number of Scheme Shares specified in the notice of exercise together with, in the case of the partial exercise of an Option, a Deferred Share Award Certificate in respect of, or the original Deferred Share Award Certificate updated to show, the unexercised part of the Option; and

Rules of the Chesnara 2023 Short-Term Incentive Scheme for approval at the Annual General Meeting of Chesnara plc to be held on 16 May 2023.

THE CHESNARA 2023 SHORT-TERM INCENTIVE SCHEME

2. in the case of a Conditional Share Award, the Vesting of the Deferred Share Award, arrange for the issue or transfer to the Award Holder (or a nominee specified or permitted by the Company) of the number of Scheme Shares subject to the Deferred Share Award.

9.8 *Dividend equivalents*

A Deferred Share Award may include the right to receive an amount on Vesting or, in the case of an Option, upon exercise that is equal in value to the aggregate value of the Award Dividends which may be settled by the Grantor procuring, subject to Rule 16, that either:

1. a cash payment is made to the Award Holder equal to such amount; or
2. Scheme Shares with a Market Value (measured as at the date of Vesting) equal to the amount are issued or transferred to the Award Holder.

9.9 *Net or cash settling*

Subject to Rule 16, the Grantor may on exercise of an Option:

1. make a cash payment (or procure that a cash payment is made) as soon as reasonably practicable following exercise of the Option to the Award Holder equal to the Gain on the date of exercise of the Option less, if the Grantor so determines, an amount considered by the Grantor to be equivalent to the sale costs that the Award Holder would incur if they sold a number of Scheme Shares equal to the number of Scheme Shares in respect of which they have exercised the Option; or
2. arrange for the issue or transfer to the Award Holder (or a nominee specified or permitted by the Company) of Scheme Shares with a Market Value equal to the Gain on the date of exercise of the Option (rounded down to the nearest whole Scheme Share). The Award Holder shall not be required to make payment for these Scheme Shares.

Subject to Rule 15, the Grantor may on the Vesting of a Conditional Share Award make a cash payment (or procure that a cash payment is made) as soon as reasonably practicable following Vesting to the Award Holder equal to the Market Value of the Scheme Shares in respect of which the Conditional Share Award has Vested.

Where the Grantor settles an Award in the manner described in this Rule 9.9, this shall be in full and final satisfaction of the Award Holder's rights under the Award.

10 *Retention of Deferred Share Awards on cessation of Relevant Employment*

10.1 *Cessation of Relevant Employment for a Good Reason during the Vesting Period*

If, before the end of the Vesting Period, an Award Holder ceases to be in Relevant Employment for a Good Reason the Award Holder may retain the benefit of the Deferred Share Award made to them.

Alternatively the Committee may in its absolute discretion determine that the Deferred Share Award will Vest in full immediately.

Rules of the Chesnara 2023 Short-Term Incentive Scheme for approval at the Annual General Meeting of Chesnara plc to be held on 16 May 2023.

THE CHESNARA 2023 SHORT-TERM INCENTIVE SCHEME

In the case of an Option, the Award Holder shall be entitled to exercise their Option at any time during the period ending six months after the normal time of Vesting or, if the Committee has determined that the Deferred Share Award shall Vest immediately upon the date of cessation of employment, at any time during the period ending six months after the date of cessation, or during such other longer period as the Committee may determine. If not so exercised, the Option shall lapse at the end of such period.

10.2 *Cessation of Relevant Employment after the end of the Vesting Period*

If, after the end of the Vesting Period but before an Option has been exercised or Scheme Shares have been issued or transferred in satisfaction of the exercise of an Option or the Vesting of a Conditional Share Award pursuant to Rule 9.7, an Award Holder ceases to be in Relevant Employment, then:

1. in the case of an Option which has not been exercised, the Award Holder shall be entitled to exercise their Option at any time during the period ending six months after the date of cessation of their Relevant Employment or during such other longer period as the Committee may determine; or
2. in the case of an Option which has been exercised or a Conditional Share Award which has Vested but, in either case, in respect of which Scheme Shares have not yet been issued or transferred, Rule 9.7 shall continue to apply.

11 *Takeover and other corporate events*

11.1 *Takeover*

Subject to Rule 12, where a person obtains Control of the Company as a result of making an offer to acquire Scheme Shares, Deferred Share Awards shall Vest in full on the date the person obtains Control.

A Vested Option may be exercised at any time during the period of six months beginning with the time when the person making the offer has obtained Control and if not exercised within that period it shall lapse.

11.2 *Compulsory acquisition of shares in the Company*

Subject to Rule 12, if a person becomes entitled or bound to acquire shares in the Company under section 979 of the Companies Act 2006, Deferred Share Awards shall Vest in full.

A Vested Option may be exercised at any time during the period beginning with the date the person serves a notice under section 979 and ending seven clear days before the date on which the person ceases to be entitled to serve such a notice and if not exercised within that period it shall lapse.

11.3 *Scheme of arrangement*

Subject to Rule 12, if a person proposes to obtain Control of the Company in pursuance of a compromise or arrangement sanctioned by the court under section 899 of the Companies Act 2006 Deferred Share Awards will Vest in full on the date of the court sanction.

Rules of the Chesnara 2023 Short-Term Incentive Scheme for approval at the Annual General Meeting of Chesnara plc to be held on 16 May 2023.

THE CHESNARA 2023 SHORT-TERM INCENTIVE SCHEME

A Vested Option may be exercised at any time during the period of six months from the compromise or arrangement being sanctioned by the court and if not exercised within that period it shall lapse.

11.4 *Winding-up of the Company*

If notice is given of a resolution for the voluntary winding-up of the Company Deferred Share Awards will Vest in full on the date notice is given.

A Vested Option may be exercised at any time during the period of six months from the date of the notice and if not exercised within that period it shall lapse.

11.5 *Demergers and other events*

The Committee may determine that Deferred Share Awards Vest in full if it becomes aware that the Company will be affected by a demerger, distribution (which is not an ordinary dividend) or other transaction not otherwise covered by the Rules.

A Vested Option may be exercised at any time during the period determined by the Committee and if not exercised within that period it shall lapse.

11.6 *Meaning of “obtains Control of the Company”*

For the purpose of Rule 11 a person shall be deemed to have obtained Control of the Company if they and others Acting In Concert with them have together obtained Control of it.

11.7 *Notification of Award Holders*

The Committee shall, as soon as reasonably practicable, notify each Award Holder of the occurrence of any of the events referred to in this Rule 11 and explain how this affects their position under the Scheme.

11.8 *Vesting of Deferred Share Awards and corporation tax deduction*

Where the Committee is aware that an event is likely to occur under Rule 11 in respect of which Deferred Share Awards will Vest in circumstances where the conditions for relief under Part 12 of the Corporation Tax Act 2009 may not be satisfied, the Committee may determine that the Deferred Share Awards Vest, in accordance with Rule 11, immediately prior to the event taking place.

11.9 *Interaction with Rule 13.2 (Clawback)*

Where an event occurs under Rules **Error! Reference source not found.** to **Error! Reference source not found.** which:

- a. results in the Vesting of Deferred Share Awards; or
- b. would so result if there was any subsisting Deferred Share Award which had not already Vested or, in relation to an event referred to in Rule **Error! Reference source not found.**, if the Committee had permitted Vesting of Awards under Rule **Error! Reference source not found.** in relation to such event,

Rules of the Chesnara 2023 Short-Term Incentive Scheme for approval at the Annual General Meeting of Chesnara plc to be held on 16 May 2023.

THE CHESNARA 2023 SHORT-TERM INCENTIVE SCHEME

the Committee may, at its absolute discretion, determine that Rule 13.2 (Clawback) shall only apply to such extent (if at all) that the Committee determines to any Deferred Share Award which was granted on the basis that Rule 13.2 applied to that Deferred Share Award. Where the Committee makes such a determination, it will specify which Deferred Share Awards such determination applies to (which may include Deferred Share Awards which have already Vested and Options which have already been exercised).

12 Exchange of Deferred Share Awards

12.1 Where exchange applies

A Deferred Share Award will not Vest under Rule 11 but will be exchanged for a new share award (“New Deferred Share Award”) under this Rule to the extent that:

1. an offer to exchange the Deferred Share Award for a New Deferred Share Award is made and accepted by the Award Holder; or
2. the Committee, if relevant, with the consent of the persons acquiring Control, determines that Deferred Share Awards will be automatically exchanged for New Deferred Share Awards.

12.2 Terms of exchange

The following applies in respect of a New Deferred Share Award:

1. The Award Date of the New Deferred Share Award shall be deemed to be the same as the Award Date of the Deferred Share Award.
2. The New Deferred Share Award will be in respect of the shares in a company determined by the Committee.
3. In the application of the Scheme to the New Deferred Share Award, where appropriate, references to “Company” and “Scheme Shares” shall be read as if they were references to the company to whose shares the New Deferred Share Award relates.
4. The New Deferred Share Award must be equivalent to the Deferred Share Award and it will Vest at the same time and in the same manner as the Deferred Share Award.

Rules of the Chesnara 2023 Short-Term Incentive Scheme for approval at the Annual General Meeting of Chesnara plc to be held on 16 May 2023.

THE CHESNARA 2023 SHORT-TERM INCENTIVE SCHEME

Part C: General

13 *Malus and clawback*

13.1 *Malus*

Notwithstanding any other provision of the Rules, the Committee may, at any time before a Relevant Award has vested, reduce the number of Scheme Shares subject to the Relevant Award or any cash amounts which may be paid pursuant to the Relevant Award (including, for the avoidance of doubt, to nil) or impose additional conditions on the Relevant Award in the following circumstances:

1. Material Misstatement; and/or
2. Regulatory Breach; and/or
3. Assessment Error; and/or
4. Reputational Damage or Censure; and/or
5. Failure of Risk Management; and/or
6. Insolvency or Corporate Failure; and/or
7. Misconduct.

For the purposes of this Rule 13.1, “Relevant Award” shall include, where applicable, Awards and any Award made under the Chesnara 2023 Short-Term Incentive Plan (as that term “Award” is defined in that Plan).

13.2 *Clawback*

The Committee may determine, at the time that an Award is made, that this Rule 13.2 shall be applicable to that Award and may require the Award Holder to execute a document in order to confirm their acceptance of the arrangements referred to in this Rule 13.2 and return the executed document to the Committee by a specified date. It shall be a condition of Vesting of the Award that the executed document be returned by the specified date unless the Committee determines otherwise.

Notwithstanding any other provision of the Rules, if, at any time during the period of two years following the Vesting of a Cash Award, the following circumstances occur:

1. Material Misstatement; and/or
2. Regulatory Breach; and/or
3. Assessment Error; and/or
4. Reputational Damage or Censure; and/or
5. Failure of Risk Management; and/or
6. Insolvency or Corporate Failure; and/or
7. Misconduct,

then the Committee may require the relevant Award Holder:

- a) to pay to the Company an amount equivalent to all or part of the amount of any cash in respect of the Cash Award paid to or for the benefit of the Award Holder, and
- b) where a Deferred Share Award made pursuant to that Cash Award under Rule 5.2 has been permitted to Vest early pursuant to Rule 10.1 the Committee may also require the relevant Award Holder:

Rules of the Chesnara 2023 Short-Term Incentive Scheme for approval at the Annual General Meeting of Chesnara plc to be held on 16 May 2023.

THE CHESNARA 2023 SHORT-TERM INCENTIVE SCHEME

- (i) to transfer to the Company (or, if required by the Company, any other person specified by the Company) all or some of the Scheme Shares acquired by the Award Holder (or their nominee) pursuant to the Vesting of the Deferred Share Award or, in the case of a Deferred Share Award which is an Option, the exercise of that Option; and/or
- (ii) to pay to the Company (or, if required by the Company, any other person specified by the Company) an amount equivalent to the proceeds of sale or, in the event that the Committee reasonably determines that the disposal was not made at arm's length for market value, an amount equivalent to the market value (as reasonably determined by the Committee) at the time of disposal, of all or some of the Scheme Shares acquired pursuant to the Vesting of the Deferred Share Award or, in the case of a Deferred Share Award that is an Option, the exercise of that Option; and/or
- (iii) to pay to the Company (or, if required by the Company, any other person specified by the Company) an amount equivalent to all or part of the amount of any cash in respect of the Deferred Share Award paid to or for the benefit of the Award Holder; and/or
- (iv) to pay to the Company (or, if required by the Company, any other person specified by the Company) all or part of any benefit or value derived from or attributable to the Scheme Shares referred to in paragraph (i) above (including but not limited to any special dividend or additional or replacement shares) on such terms as the Committee may reasonably direct,

less in each case the amount of tax and social security contributions actually paid (or due to be paid) by or on behalf of the Award Holder in respect of the payment of cash and/or acquisition of the Scheme Shares in respect of an Award.

The Company may require that any payment or transfer to be made to the Company pursuant to this Rule 13.2 be made to any other person specified by the Company.

In addition to the obligation of the Award Holder as described above, the Award Holder shall use their best endeavours to seek and obtain repayment or credit from HMRC or any other relevant tax authority of the tax and social security contributions paid by or on behalf of the Award Holder in relation to the Award as soon as reasonably practicable and to notify the Company of such claim and/or receipt of any credit or payment by HMRC or other tax authority in this regard. Following such notification the Company will be entitled to require the Award Holder to make a payment to it within 30 days of an amount equivalent to the amount of any payment or credit received from HMRC or other tax authority).

By accepting an Award the Award Holder authorises the Company or such other Group Member as may be the employer of the Award Holder to make deductions from any payment owing to them including but not limited to salary, bonus, holiday pay or otherwise.

Any transfers, payments or repayments to be made by the Award Holder under this Rule 13.2 shall be made within 30 days of the date the Award Holder is notified in writing of the transfer or the amount due.

In addition to or in substitution for the actions set out above which the Committee may take under this Rule 13.2, the Committee may reduce the number of Scheme Shares (including, for the avoidance of doubt, to nil) subject to any other Award held by the Award Holder or subject to any Option held by the Award Holder which has Vested but not been exercised.

13.3 *Provisions applying to this Rule 13*

In carrying out any action under this Rule 13, the Committee shall act fairly and reasonably but its decision shall be final and binding.

Rules of the Chesnara 2023 Short-Term Incentive Scheme for approval at the Annual General Meeting of Chesnara plc to be held on 16 May 2023.

THE CHESNARA 2023 SHORT-TERM INCENTIVE SCHEME

Any action carried out under this Rule 13 may be applied on an individual basis as determined by the Committee.

Whenever a reduction of an Award or a Relevant Award is made under this Rule 13 the Relevant Award shall be treated as having lapsed to that extent.

If an investigation into the conduct or actions of any Award Holder or any Group Member has started before the second anniversary of Vesting of a Cash Award, the Committee may, in its absolute discretion, determine that the provisions of 13.2 may be applied to an Award until such later date as the Committee may determine to allow that investigation to be completed.

14 *Lapse of Awards*

Notwithstanding any other provision of the Rules, an Award shall lapse on the earliest of:

1. in the case of Options, the expiry of the Exercise Period;
2. the Committee determining that the Performance Target or any further condition imposed under Rule 4.1 has not been satisfied either in whole nor in part in respect of a Cash Award and can no longer be satisfied in whole or in part in which case the Cash Award shall lapse either in whole or as to such part in relation to which the Performance Target or other conditions imposed under Rule 4.1 can no longer be satisfied;
3. subject to Rule 10, the Award Holder ceasing to be in Relevant Employment;
4. any date for lapse provided for under these Rules;
5. the date on which the Award Holder becomes bankrupt or enters into a compromise with their creditors generally.

15 *Adjustment of Awards on Reorganisation*

15.1 *Power to adjust Awards*

In the event of a Reorganisation, the number of Scheme Shares subject to a Deferred Share Award and the description of the Scheme Shares or both of these, shall be adjusted in such manner as the Grantor, together with the Committee where relevant, shall determine.

15.2 *Notification of Award Holders*

The Grantor shall, as soon as reasonably practicable, notify each Award Holder of any adjustment made under this Rule 15 and explain how this affects their position under the Scheme.

16 *Accounting for Award Tax Liability*

16.1 *Withholdings*

The Award Holder will be responsible for all taxes, social security contributions and other liabilities arising in respect of the Award Holder's Awards.

Unless the Award Holder discharges any liability that may arise, the Grantor, the Company or such other Group Member which is the Award Holder's Employer (as the case may be) may withhold such amount, or make such other arrangements as it may determine appropriate, for example to sell or

Rules of the Chesnara 2023 Short-Term Incentive Scheme for approval at the Annual General Meeting of Chesnara plc to be held on 16 May 2023.

THE CHESNARA 2023 SHORT-TERM INCENTIVE SCHEME

withhold Scheme Shares (in respect of a Deferred Share Award), to meet any Award Tax Liability and, if applicable, Employer's NICs transferred under Rule 16.4.

16.2 *Execution of document by Award Holder*

The Grantor may require an Award Holder to execute a document in order to bind the Award Holder contractually to any such arrangement as is referred to in Rule 16.1 and 16.4 and return the executed document to the Grantor by a specified date. It shall be a condition of Vesting of the Award that the executed document be returned by the specified date unless the Grantor determines otherwise.

16.3 *Tax elections*

The Committee may, at its discretion, determine that an Option may not be exercised and/or the Scheme Shares subject to a Conditional Share Award may not be issued or transferred to the Award Holder (or for their benefit) unless the Award Holder has beforehand signed an election under Chapter 2 of Part 7 of ITEPA 2003.

16.4 *Transfer of Employer's NIC*

The Grantor may, at its discretion and to the extent permitted by law, require the Award Holder to pay all or any part of the Employer's NIC in relation to an Award.

17 *Issue and listing of Scheme Shares*

17.1 *Rights attaching to Scheme Shares*

All Scheme Shares issued and/or transferred under the Scheme 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 Scheme Shares by reference to a record date prior to the date of such issue or transfer.

17.2 *Listing and admission to trading of Scheme Shares*

If and so long as Scheme Shares are listed on the Official List and traded on the London Stock Exchange, the Company will apply for the listing and admission to trading of any Scheme Shares issued under the Scheme as soon as practicable.

18 *Relationship of Scheme to contract of employment*

18.1 *Contractual provisions*

Notwithstanding any other provision of the Scheme:

1. the Scheme shall not form part of any contract of employment between any Group Member and an Eligible Employee;

Rules of the Chesnara 2023 Short-Term Incentive Scheme for approval at the Annual General Meeting of Chesnara plc to be held on 16 May 2023.

THE CHESNARA 2023 SHORT-TERM INCENTIVE SCHEME

2. unless expressly so provided in their contract of employment, an Eligible Employee has no right to be made an Award and the receipt of an Award in one year is no indication that the Award Holder will be made any subsequent Awards;
3. the Scheme does not entitle any Award Holder to the exercise of any discretion in their favour;
4. the benefit to an Eligible Employee of participation in the Scheme (including, in particular but not by way of limitation, any Awards held by them) shall not form any part of their remuneration or count as their remuneration for any purpose and shall not be pensionable; and
5. if an Eligible Employee ceases to be in Relevant Employment for any reason, they shall not be entitled to compensation for the loss or diminution in value of any right or benefit or prospective right or benefit under the Scheme (including, in particular but not by way of limitation, any Awards held by them which lapse by reason of them ceasing to be in Relevant Employment, whether lawfully or unlawfully) whether by way of damages for unfair dismissal, wrongful dismissal, breach of contract or otherwise.

18.2 *Deemed agreement*

By accepting the making of an Award, an Award Holder is deemed to have agreed to the provisions of these Rules, including this Rule 18.

19 *Administration of Scheme*

19.1 *Awards non-transferable*

An Award shall be personal to the Award Holder and, except in the case of the death of an Award Holder, shall not be capable of being transferred, charged or otherwise alienated and shall lapse immediately if the Award Holder purports to transfer, charge or otherwise alienate the Award.

19.2 *Responsibility for administration*

The Committee and the Grantor, where appropriate, shall be responsible for, and shall have the conduct of, the administration of the Scheme. The Committee may from time to time make, amend or rescind regulations for the administration of the Scheme provided that such regulations shall not be inconsistent with the Rules.

19.3 *Committee's decision final and binding*

The decision of the Committee shall be final and binding in all matters relating to the Scheme, including but not limited to the interpretation of the Rules and the resolution of any dispute concerning, or any inconsistency or ambiguity in the Rules or any document used in connection with the Scheme.

19.4 *Grantor to consult with Committee*

Where the Grantor is not the Company and has made, or proposes to make, a Deferred Share Award, the Grantor shall consult with, and take account of the wishes of, the Committee before making any determination or exercising any power or discretion under the Scheme.

Rules of the Chesnara 2023 Short-Term Incentive Scheme for approval at the Annual General Meeting of Chesnara plc to be held on 16 May 2023.

THE CHESNARA 2023 SHORT-TERM INCENTIVE SCHEME

19.5 *Discretionary nature of Awards*

All Awards shall be made entirely at the discretion of the Committee in respect of Cash Awards, and the Grantor in respect of Deferred Share Awards.

19.6 *Provision of information*

Where the Grantor is not the Company, the Grantor and an Award Holder shall provide to the Company as soon as reasonably practicable such information as the Company reasonably requests for the purpose of complying with its obligations under section 421J of ITEPA 2003.

19.7 *Cost of Scheme*

The cost of introducing and administering the Scheme shall be met by the Company. The Company shall be entitled, if it wishes, to charge an appropriate part of such cost to a Subsidiary or the Grantor.

19.8 *Data protection*

1. For the purposes of operating the Scheme, the Company's Employee Privacy Policy as updated from time to time (**Privacy Policy**) will inform the Award Holder whether their personal data is processed under the EU's General Data Protection Regulation (2016/679) (or any successor or implementing laws) (the **GDPR**). Where processing of the Award Holder's personal data is subject to the GDPR, the basis for processing such data is set out in the Privacy Policy.
2. Where processing of the Award Holder's personal data is not subject to the GDPR, personal data will be processed under the Award Holder's consent. In such circumstances, the Award Holder gives their consent to the holding, processing and transfer of personal data in relation to the Award Holder by or to the Company, the Grantor, any Group Member, the Trustees, any third party broker, registrar or administrator or any future purchaser of the Company or relevant Group Member employing the Award Holder for all purposes relating to the operation of the Scheme and this consent shall include transferring or processing personal data to a country or territory that may not provide the same statutory protection for the information as the Award Holder's home country.

19.9 *Third party rights*

Nothing in these Rules confers any benefit, right or expectation on a person who is not an Award Holder. No such third party has any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any terms of these Rules.

20 *Amendment of Scheme*

20.1 *Power to amend Scheme*

Subject to Rules 20.2 and 20.3, the Committee may from time to time amend the Rules (including for the purposes of establishing a sub-plan for the benefit of employees located overseas).

20.2 *Amendments to Scheme*

Without the prior approval of the Company in general meeting, an amendment may not be made for the benefit of existing or future Award Holders to the Rules relating to:

Rules of the Chesnara 2023 Short-Term Incentive Scheme for approval at the Annual General Meeting of Chesnara plc to be held on 16 May 2023.

THE CHESNARA 2023 SHORT-TERM INCENTIVE SCHEME

1. the basis for determining an Eligible Employee's entitlement (or otherwise) to be made an Award and/or to acquire Scheme Shares on the exercise of an Option and/or to become absolutely entitled to Scheme Shares subject to a Conditional Share Award (as the case may be) under the Scheme;
2. the persons to whom an Award may be made;
3. the limit on the aggregate number of Scheme Shares over which Deferred Share Awards may be made;
4. the price at which Scheme Shares may be acquired under an Award;
5. the adjustment of Awards on a Reorganisation;
6. this Rule 20.2,

except for:

- a) an amendment which is of a minor nature and benefits the administration of the Scheme; or
- b) an amendment which is of a minor nature and is necessary or desirable in order to take account of a change of legislation or to obtain or maintain favourable tax, exchange control or regulatory treatment for participants in the Scheme, the Company or some other Group Member.

20.3 *Rights of existing Award Holders*

An amendment may not materially adversely affect the rights of an existing Award Holder except:

1. where the amendment is made to take account of any matter or circumstance which the Board reasonably considers is a legal or regulatory requirement which the Committee reasonably considers is relevant and requires an amendment to be made in order for any Group Member to comply with such requirement; or
2. where the Award Holder has approved the amendment.

21 *Notices*

21.1 *Notice by Grantor*

Save as provided for by law, any notice, document or other communication given by, or on behalf of, the Grantor or to any person in connection with the Scheme shall be deemed to have been duly given if delivered to them at their place of work, if they are in Relevant Employment if sent by e-mail to such e-mail address as may be specified by them from time to time, or sent through the post in a pre-paid envelope to the postal address last known to the Company to be their address and, if so sent, shall be deemed to have been duly given on the date of posting.

21.2 *Notice to Grantor*

Save as provided for by law any notice, document or other communication given to the Grantor (or any relevant person appointed by the Grantor) in connection with the Scheme shall be delivered by hand or sent by email, fax or post to the Company Secretary (or any relevant person appointed by the Grantor) at the Company's registered office or such other e-mail or postal address as may from time to time be notified to Award Holders but shall not in any event be duly given unless it is actually received at the registered office or such e-mail or postal address.

Rules of the Chesnara 2023 Short-Term Incentive Scheme for approval at the Annual General Meeting of Chesnara plc to be held on 16 May 2023.

THE CHESNARA 2023 SHORT-TERM INCENTIVE SCHEME

22 ***Governing law and jurisdiction***

22.1 ***Scheme governed by English law***

The formation, existence, construction, performance, validity and all aspects whatsoever of the Scheme, any term of the Scheme and any Award made under it shall be governed by English law.

22.2 ***English courts to have jurisdiction***

The English courts shall have jurisdiction to settle any dispute which may arise out of, or in connection with, the Scheme.

22.3 ***Jurisdiction agreement for benefit of Company***

The jurisdiction agreement contained in this Rule 22 is made for the benefit of the Company only, which accordingly retains the right to bring proceedings in any other court of competent jurisdiction.

22.4 ***Award Holder deemed to submit to such jurisdiction***

By accepting the making of an Award, an Award Holder is deemed to have agreed to submit to such jurisdiction.