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**WH SMITH PLC**

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**RULES**

of the

**WH SMITH LONG TERM INCENTIVE PLAN**

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Approved by the Board on 4 December 2025

Approved by shareholders on 12 December 2026

Herbert Smith Freehills Kramer LLP

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## RULES OF THE WH SMITH LONG TERM INCENTIVE PLAN

### 1. INTERPRETATION AND CONSTRUCTION

- 1.1 For the purposes of the Plan, the following terms shall have the meaning indicated below unless the context clearly indicates otherwise:

**"Award"** means one of a Conditional Award or an Option and which may be designated as a Performance Share Award or a Restricted Share Award;

**"Board"** means the board of directors of the Company or a committee duly authorised by the board of directors (which, in respect of Awards granted to executive directors of the Company and Senior Management, shall be the Remuneration Committee) or, following any Corporate Action, the Board or duly authorised committee as constituted immediately prior to the Corporate Action;

**"Claw-back"** means a recovery of value by the Company from a Participant in accordance with the provisions of Rule 14 (*Claw-back*) and Appendix 1 (*Operation of Claw-back*);

**"Company"** means WH Smith plc (registered in England and Wales under No. 5202036);

**"Conditional Award"** means a right to receive a transfer of Shares following vesting of the Award;

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

**"Corporate Action"** means any of the events referred to in:

- (A) Rules 8.1 to 8.5 (but excluding a Reorganisation as defined in Rule 8.8); or
- (B) if the Board determines that Awards will vest pursuant to such Rule, Rule 8.6;

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

**"Dealing Restriction"** means any restriction on the dealing in shares, whether direct or indirect, pursuant to any law, regulation, code or enactment in England and Wales and/or the jurisdiction in which the Participant is resident, or any share dealing code of the Company (but shall not include any restriction imposed by Rule 6.10 (*Holding Period*));

**"Directors' Remuneration Policy"** means the Company's shareholder-approved directors' remuneration policy as amended from time to time;

**"Eligible Employee"** means an employee (including an executive director) of any Group Company;

**"Employees' Share Scheme"** has the meaning given by Section 1166 of the Companies Act 2006;

**"Financial Year"** means the financial year of the Company within the meaning of Section 390 of the Companies Act 2006;

**"Grant Date"** means (subject to Rule 3.2 (*Timing of grants*)) the date on which an Award is granted;

**"Group"** means the Company and any company which from time to time is a subsidiary of the Company, within the meaning of section 1159 of the Companies Act 2006 (each a **"Group Company"**);

**"Holding Period"** means the period specified in Rule 6.10 (*Holding Period*) during which the transfer of Shares received on vesting (or the exercise of an Option) is restricted;

**"Market Value"** means, in relation to a Share on any day:

- (A) if and so long as the Shares are admitted to listing by the Financial Conduct Authority and traded on the London Stock Exchange, the mid-closing price of a Share on the immediately preceding Dealing Day; or
- (B) subject to (A) above, its market value, determined in accordance with Part VIII of the Taxation of Chargeable Gains Act 1992;

**"Normal Vesting Date"** means the date or dates on which an Award shall vest as determined in accordance with Rule 6.1 (*Normal vesting*);

**"Option"** means a right to acquire Shares, which may be exercised by the Participant following the vesting of the Award during any period permitted for exercise;

**"Option Price"** shall be nil, or such other amount as the Board may determine (provided that the Board may reduce or waive such amount at any time);

**"Participant"** means an Eligible Employee who has received an Award to the extent it has not been released and has not lapsed (or, following their death, their Personal Representatives);

**"Performance Condition"** means the performance condition to which a Performance Share Award is subject, which may consist of one or more performance elements, being as set out in a Schedule to the Plan (as substituted or amended by the Board from time to time) or an Award notification;

**"Performance Share Award"** means an Award designated as a Performance Share Award and which is subject to a Performance Condition;

**"Performance Underpin"** means an assessment of any element of the underlying financial or non-financial performance of the Group, including delivery against strategy and plans;

**"Personal Representatives"** means, following their death, the Participant's personal representatives, or a person fulfilling a similar function in any jurisdiction;

**"Plan"** means this WH Smith Long Term Incentive Plan, as amended from time to time;

**"Restricted Share Award"** means an Award designated as a Restricted Share Award and which may or may not be subject to a Performance Underpin;

**"Rule"** means a rule of this Plan;

**"Senior Management"** shall have the meaning ascribed by the UK Corporate Governance Code issued by the Financial Reporting Council;

**"Share"** means a fully paid ordinary share in the capital of the Company;

**"Treasury Shares"** means Shares to which Sections 724 to 732 of the Companies Act 2006 apply;

**"Trust"** means any employee benefit trust from time to time established by the Company;

**"US Awards"** has the meaning given in Rule 3.10 (*US Participants*);

**"US Participant"** has the meaning given in Rule 3.10 (*US Participants*); and

**"vesting"** means:

- (A) Shares subject to a Conditional Award becoming due to be transferred to the Participant; or
  - (B) an Option becoming exercisable,
- (and **"vest"** shall be construed accordingly).

1.2 In this Plan unless the context requires otherwise:

1.2.1 the headings are inserted for convenience only and do not affect the interpretation of any Rule;

1.2.2 a reference to a statute or statutory provision includes a reference:

- (A) to that statute or statutory provision as from time to time consolidated, modified, re-enacted or replaced by any statute or statutory provision;
- (B) to any repealed statute or statutory provision which it re-enacts (with or without modification); and
- (C) to any subordinate legislation made under it;

1.2.3 words in the singular include the plural, and vice versa;

- 1.2.4 a reference to any one gender shall be treated as a reference to any other gender;
  - 1.2.5 a reference to a person shall include a reference to a body corporate;
  - 1.2.6 a reference to writing or written form shall include any legible format capable of being reproduced on paper, irrespective of the medium used;
  - 1.2.7 the term "including" shall mean "including, without limitation and without prejudice to the generality of the foregoing"; and
  - 1.2.8 a reference to any period of time "from" a date or "to" a date (or similar) shall be inclusive of such dates.
- 1.3 In this Plan:
- 1.3.1 a reference to the "transfer of Shares" (or similar) shall include:
    - (A) the issue and allotment of Shares and the transfer of Treasury Shares; in addition to
    - (B) procuring the transfer of market-purchased Shares from a third party; and
  - 1.3.2 a provision obliging, or permitting, any company to do any thing shall be read as obliging, or permitting, such company to do that thing, or procure that thing to be done.

## 2. **PLAN LIMIT**

- 2.1 Pursuant to the Plan, subject to Rule 2.2, the Board may not grant an Award if the number of Shares subject to such proposed Award (the "**Relevant Shares**") would cause the limit in Rule 2.3 to be breached.
- 2.2 Rule 2.1 shall not apply in respect of an Award granted on terms that it shall not be capable of being satisfied by the issue of Shares.

### **10 per cent limit: Employees' Share Scheme**

- 2.3 The number of Relevant Shares, when added to the aggregate of:
  - 2.3.1 the number of Shares subject to outstanding options or awards granted within the previous 10 years under the Plan or any other Employees' Share Scheme adopted by the Company which may be satisfied by the issue of Shares; and
  - 2.3.2 the number of Shares actually issued within the previous 10 years under the Plan, under any other Employees' Share Scheme or to a Trust (but excluding any of those Shares that were used to satisfy an option or award granted more than 10 years previously, and without double counting any Shares which the Board has determined are to be used to satisfy options or awards counted under Rule 2.3.1 above),

may not exceed such number as represents 10 per cent of the Company's issued share capital immediately prior to such proposed grant or issue.

### **Treasury Shares**

- 2.4 References in this Rule 2 to the issue of Shares shall include the transfer of Treasury Shares, but only until such time as the guidelines issued by institutional investor bodies cease to provide that they should be so included.

## 3. **AWARDS**

### **Eligibility**

- 3.1 Awards may be granted to Eligible Employees selected by the Board.

### Timing of grants

- 3.2 An Award may only be granted:
- 3.2.1 during the period of 42 days commencing on the Dealing Day immediately following the day on which the Company announces its results for the preceding Financial Year, half-year or other period;
  - 3.2.2 in respect of an Award to be granted in respect of the recruitment or promotion of an Eligible Employee, as soon as reasonably practicable after the Eligible Employee commences holding office or employment with any Group Company or the promotion takes effect; and/or
  - 3.2.3 at such time at which the Board determines that exceptional circumstances exist which justify the grant of the Award,
- or, in any such case, if the grant of an Award during such period or at such time would be contrary to any Dealing Restriction, as soon as reasonably practicable after such restriction ceases to apply (and in which case the Board may determine that the Grant Date of the Award shall be the date on which the Award would have been granted but for such restriction having arisen).

### Individual limit

- 3.3 An Award may not be granted to an Eligible Employee where it would cause the aggregate Relevant Value of the Shares subject to such Award and any Award(s) granted to such Eligible Employee in the same Financial Year to exceed any maximum percentage of salary specified for the Chief Executive Officer of the Company in the prevailing Directors' Remuneration Policy.
- An Award granted in breach of this limit shall immediately lapse in respect of the number of Shares which cause this limit to be breached. Awards which have been released or have lapsed, or which are granted in connection with the promotion or recruitment of an Eligible Employee in lieu of incentive awards granted, or which would otherwise have been granted, by the individual's former employer which are forfeited (or not granted), and any right to receive Shares as a dividend equivalent, shall be ignored for this purpose.
- Unless the Board determines otherwise, in this Rule 3.3, the "**Relevant Value**" of a Share subject to an Award means either (as determined by the Board): (i) the Market Value of a Share on the Grant Date; or (ii) the average of the Market Value of a Share over the period of up to the five consecutive Dealing Days ending on the Grant Date (each being, where the Award is granted within the period in Rule 3.2.1, a Dealing Day within such 42 day period).
- 3.4 Where an Eligible Employee's gross annual basic salary is denominated in a currency other than pounds sterling, for the purposes of Rule 3.3 above such gross annual basic salary shall be converted into pounds sterling on such basis as the Board may determine.

### Method of grant

- 3.5 An Award shall be granted by the Board.
- 3.6 An Award shall be granted by deed.
- 3.7 No payment for the grant of an Award shall be made by the Participant.
- 3.8 A Participant may within 30 days of the Grant Date release an Award (in full but not in part) by written notice to the Company. Where a Participant does not release an Award within such period, the Participant shall be deemed to have accepted the Award on the terms set out in the Rules. Alternatively, it may be a term of the grant of an Award that the Participant must by the date specified in the Award notification accept the Award in such manner as the Board may prescribe. Where a Participant does not accept an Award by such date, the Award shall lapse unless the Board determines otherwise.

### **Holding Period**

- 3.9 A Holding Period shall apply to an Award:
- 3.9.1 that is granted to an eligible employee who, on the Grant Date, is an executive director of the Company; or
  - 3.9.2 otherwise if the Board so determines prior to the Grant Date.

### **US Participants**

- 3.10 The provisions of Appendix 2 (*US Participants*) shall apply to an Award granted to or held by a Participant who is or becomes, at any time during the period from the Grant Date to the date on which the Award vests or lapses, subject to taxation under the US Internal Revenue Code of 1986, as amended such Participant, a "**US Participant**" and such Awards, "**US Awards**"). References to Code §409A are to §409A of the US Internal Revenue Code of 1986, as amended, and shall include references to the regulations, notices and other guidance issued thereunder. If during the term of an Award made to a Participant who is not a US Participant, such Participant becomes a US Participant with respect to the Award and such Award becomes subject to Code §409A, the Company reserves the absolute right to amend the terms of the Award in any way to comply with Code §409A.

### **Award notification**

- 3.11 As soon as practicable following the Grant Date an Award notification in such form as the Board may determine (including electronic) shall be issued in respect of an Award to the Participant, which shall specify:
- 3.11.1 whether the Award takes the form of a Conditional Award or an Option;
  - 3.11.2 whether the Award has been designated as a Performance Share Award or a Restricted Share Award;
  - 3.11.3 the Grant Date;
  - 3.11.4 the Normal Vesting Date or, if applicable, the Normal Vesting Dates and the proportion of the Award which shall vest on each such date;
  - 3.11.5 the number of Shares in respect of which the Award is granted;
  - 3.11.6 in relation to an Option, the Option Price (if any);
  - 3.11.7 in the case of a Performance Share Award the full terms of the Performance Condition and in the case of a Restricted Share Award details of the Performance Underpin (if any);
  - 3.11.8 if applicable, that the Award is subject to a Holding Period;
  - 3.11.9 if the Board has so determined prior to the Grant Date, that the dividend equivalent provisions of Rule 10 (*Dividend Equivalent*) shall apply;
  - 3.11.10 that the Award is subject to the claw-back provisions of Rule 14 (*Claw-back*) and Appendix 1 (*Operation of Claw-back*); and
  - 3.11.11 if applicable to a US Participant, that an Award which does not lapse in accordance with Rule 7.2 shall vest on the date of the Participant's cessation of service and result in a transfer of Shares (or any cash payment) being made in accordance with the corresponding provisions of Appendix 2.

## **4. PERFORMANCE CONDITION / PERFORMANCE UNDERPIN**

### **Performance Share Award**

- 4.1 A Performance Share Award shall be granted subject to a Performance Condition (which in the case of a Participant who is an executive director of the Company shall be consistent with the prevailing Directors' Remuneration Policy).

- 4.2 Subject to Rule 4.3, each element of the Performance Condition shall be assessed over a period of not less than three years, ending no later than the Normal Vesting Date.
- 4.3 A Performance Share Award granted in respect of the recruitment or promotion of an Eligible Employee and/or in circumstances which the Board determines to be exceptional may be granted on terms that the Performance Condition shall be assessed over such shorter period as the Board may determine prior to the grant of the Performance Share Award.
- 4.4 The Performance Condition may not be retested.

#### **Restricted Share Award**

- 4.5 A Performance Underpin shall apply to a Restricted Share Award:
  - 4.5.1 that is granted to an Eligible Employee who, on the Grant Date, is an executive director of the Company, consistent with the prevailing Directors' Remuneration Policy (provided that a Restricted Share Award granted in respect of the recruitment or promotion of an executive director may be on terms that a Performance Underpin shall not apply); or
  - 4.5.2 otherwise if the Board so determines prior to the Grant Date.

#### **General**

- 4.6 In the event that a Performance Condition or any Performance Underpin is required to be assessed prior to the end of the period over which it was originally intended to be assessed, including as a result of, Rule 7 (*Cessation of office or employment*) or Rule 8 (*Corporate Actions*), the Board may make such assessment on the basis of such information (not limited to published accounts) as it determines to be appropriate.
- 4.7 If events happen following the Grant Date which cause the Board to determine that any element of a Performance Condition or Performance Underpin is no longer a fair measure of the Company's performance, the Board may alter the terms of such element as it determines to be appropriate but not so that the revised element is, in the opinion of the Board, materially less challenging in the circumstances (taking account of the intervening event) than was intended in setting the original element.

### **5. AWARDS ARE NON-TRANSFERABLE**

- 5.1 A Participant may not transfer, assign, pledge, charge or otherwise dispose of, or grant any form of security or other interest over, any part of their interest in an Award. An Award shall (unless the Board determines otherwise) lapse on the Participant doing any of the foregoing (whether voluntarily or involuntarily), being deprived of the beneficial ownership of an Award by operation of law, or becoming bankrupt.
- 5.2 Rule 5.1 does not restrict the transmission of an Award to the Participant's Personal Representatives following their death.

### **6. VESTING**

#### **Normal vesting**

- 6.1 The Normal Vesting Date of an Award shall be:
  - 6.1.1 in respect of a Performance Share Award granted to an Eligible Employee who is on the Grant Date an executive director of the Company (other than in connection with the recruitment or promotion of that person), the third anniversary of the Grant Date or such other date as may be set out in the Directors' Remuneration Policy; and
  - 6.1.2 in respect of a Restricted Share Award granted to an Eligible Employee who is on the Grant Date an executive director of the Company, such date or dates as may be set out in the Directors' Remuneration Policy; and



- 6.1.3 for Awards granted to other Eligible Employees, such date or dates (and by reference to such proportions of the Award) as the Board may determine prior to the Grant Date.

Where an Award is granted with multiple Normal Vesting Dates, these Rules shall apply separately to each part of the Award (and references to the "Award" (or the "Conditional Award" or "Option") shall be read accordingly), save only in the case of Rule 7.5 (*Extent of vesting in the event of cessation or notice prior to the Normal Vesting Date*) and 8.7 (*Extent of vesting on a Corporate Action*).

- 6.2 An Award shall vest on the Normal Vesting Date, provided that the Normal Vesting Date shall be deferred until such date as is reasonably required in order for the Board to assess any Performance Condition pursuant to Rule 6.4 or any Performance Underpin pursuant to Rule 6.5, or as the Board may in its discretion determine.

**Vesting subject to Dealing Restrictions**

- 6.3 A Conditional Award shall not vest unless, and vesting shall be delayed until, the Board is satisfied that at that time:

- 6.3.1 such vesting;
- 6.3.2 the transfer of Shares to, and dealing in Shares by, the Participant; and
- 6.3.3 any action needed to be taken by the Company to give effect to such vesting, is not contrary to any Dealing Restriction.

**Extent of vesting determined by the Performance Condition / Performance Underpin**

***Performance Share Awards***

- 6.4 The extent to which a Performance Share Award shall vest (if at all) shall be determined by reference to the applicable Performance Condition, provided that the Board may adjust the extent to which a Performance Share Award shall vest if it determines that it is appropriate to do so to ensure a fair outcome for both Participants and shareholders. An adjustment pursuant to this Rule 6.4 may be either positive (but, for the avoidance of doubt, not so that the proportion of the Performance Share Award which vests exceeds the number of Shares in respect of which the Performance Share Award was granted) or negative (including reducing to nil). At the end of the period over which the Performance Condition is assessed, the Performance Share Award shall lapse to the extent that the Performance Condition is not met and/or the Board applies such an adjustment to the Performance Share Award.

***Restricted Share Awards***

- 6.5 The extent to which a Restricted Share Award that is subject to a Performance Underpin shall vest (if at all) shall be determined by the Board after considering the Performance Underpin. The Restricted Share Award shall lapse to the extent that it does not vest as a result of the Board's determination.
- 6.6 In addition, the Board may reduce the extent to which a Restricted Share Award shall vest (including to nil) if it determines that it is appropriate to do so to reflect: (i) the underlying financial or non-financial performance of the Group; (ii) the Participant's individual performance; and/or (iii) the experience of shareholders or other stakeholders. The Restricted Share Award shall lapse to the extent that the Board applies a reduction to the Award.

**Effect of vesting**

- 6.7 The effect of the vesting of an Award is that:
- 6.7.1 the Shares in respect of which a Conditional Award vests shall be transferred to the Participant as soon as is reasonably practicable (which may include transferring

the Shares on more than one consecutive Dealing Day on such basis as the Board may determine); and

- 6.7.2 an Option shall, to the extent that it vests, become exercisable in accordance with Rule 9 (*Options*).

#### **Disciplinary proceedings**

- 6.8 Unless the Board determines otherwise, an Award shall not vest while a Participant is subject to an investigation process and/or formal disciplinary process (or similar), or where a Participant has been served with notice that such a process may be instigated without such notice having been rescinded, and vesting shall (subject to the Award lapsing to any extent prior to or as a result of the conclusion of such process pursuant to Rule 7 (*Cessation of office or employment*) or Rule 14 (*Claw-back*)) be delayed until the conclusion of such process.

#### **Lapse of Awards to give effect to claw-back of other awards**

- 6.9 By participating in the Plan, the Participant acknowledges that the Board may lapse any Award to such extent as it determines to be necessary (including in full) in order to give effect to a claw-back under the terms of the Plan or any other Employees' Share Scheme or bonus scheme operated from time to time by any Group Company.

#### **Holding Period**

- 6.10 If an Award is subject to a Holding Period as specified pursuant to Rule 3.9 (*Holding Period*) above, and subject to Rule 6.11 and 6.12:
- 6.10.1 a Participant who is an executive director of the Company shall not transfer, assign, pledge, charge or otherwise dispose of, or grant any form of security or other interest over, any of the Shares in respect of which an Award vests, within the period of two years (or such other period as is set out in the Directors' Remuneration Policy) from the date on which the Award vests, and Rule 9.2 shall apply in the case of Options; and
- 6.10.2 any other Participant (or a Participant who is an executive director of the Company being granted an Award in connection with their recruitment or promotion) shall not transfer, assign, pledge, charge or otherwise dispose of, or grant any form of security or other interest over, any of the Shares in respect of which an Award vests, within such period as the Board may determine, and Rule 9.2 shall apply in the case of Options.
- 6.11 Rule 6.10 shall not restrict a sale or transfer of Shares pursuant to Rule 12 (*Tax Liability*) and/or pursuant to a Corporate Action.
- 6.12 Rule 6.10 shall (subject to Rule 7.8 (*Meaning of cessation of office or employment*)), unless the Board determines otherwise, continue to apply notwithstanding the Participant ceasing to hold office or employment with any Group Company for any reason.
- 6.13 If Shares are acquired by a Participant pursuant to an Award which is subject to a Holding Period prior to the expiry of that Holding Period, it is a condition of the acquisition of those Shares that the Board may decide (at any time during the Holding Period) that any share certificates representing the relevant Shares shall be retained by an officer of the Company during the Holding Period, as an alternative to applying the provisions of Rule 13 (*Vested Share Accounts*) in respect of such Shares.

## **7. CESSATION OF OFFICE OR EMPLOYMENT**

### **Cessation where Awards lapse**

#### **7.1 An Award shall lapse:**

- 7.1.1 on the Participant ceasing to hold office or employment with any Group Company; or
- 7.1.2 if the Participant gives or receives notice of such cessation, on such earlier date as may be determined by the Board,

save in each case where Rule 7.2 or Rule 7.6 applies.

### **Reasons for cessation where Awards remain capable of vesting**

#### **7.2 An Award shall not lapse pursuant to Rule 7.1 where the reason for the cessation or notice is:**

- 7.2.1 injury, disability or ill-health (as evidenced to the satisfaction of the Board);
- 7.2.2 redundancy (within the meaning of the Employment Rights Act 1996);
- 7.2.3 retirement (as evidenced to the satisfaction of the Board);
- 7.2.4 the transfer of the Participant's employment in connection with the disposal of a business or undertaking, or a part- business or part- undertaking;
- 7.2.5 the company with which the Participant holds office or employment ceasing to be a Group Company; or
- 7.2.6 any other reason, if the Board so determines.

Where the Award does not lapse under this Rule 7.2, the Board may impose additional conditions on the Award (including as to when the Award may vest).<sup>1</sup>

### **Timing of vesting in the event of cessation prior to the Normal Vesting Date**

#### **7.3 Where prior to the Normal Vesting Date a Participant ceases to hold office or employment with any Group Company for any of the reasons specified in Rule 7.2:**

- 7.3.1 an Award shall not vest at the date of such cessation, but shall continue to be capable of vesting; or
- 7.3.2 the Board may determine that the Award shall instead vest on or at any time following the date of cessation,

and in either case an Option shall cease to be exercisable at the expiry of the period of twelve months, or such other period as may be determined by the Board, from such date on which the Award vests (under any Rule), and shall lapse at the expiry of such period.

### **Exercise period in the event of cessation on or after the Normal Vesting Date**

#### **7.4 Where on or after the Normal Vesting Date a Participant ceases to hold office or employment with any Group Company for any of the reasons specified in Rule 7.2, an Option shall lapse at the expiry of the period of twelve months, or such other period as may be determined by the Board, from the later of the date of cessation or the expiry of any Holding Period.**

### **Extent of vesting in the event of cessation or notice prior to the Normal Vesting Date**

#### **7.5 Where prior to the Normal Vesting Date a Participant:**

- 7.5.1 ceases to hold office or employment with any Group Company; or

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<sup>1</sup> Such conditions may, for example, include mitigation in the event a Participant commences new employment following cessation under rules 7.2.1 or 7.2.3.

7.5.2 gives or receives notice of such cessation,

for any of the reasons specified in Rule 7.2, the proportion of the Award which may vest (under any Rule) shall be limited (unless the Board determines otherwise) to a pro rata proportion on the basis of the number of whole months which have elapsed from:

7.5.3 in the case of a Performance Share Award, the first day of the period over which the Performance Condition is measured to (i) the date of cessation; or (ii) if earlier (unless the Board determines otherwise) the date of notice, as compared to the number of whole months within the period over which the Performance Condition is measured and the remainder of the Award shall lapse; and

7.5.4 in the case of a Restricted Share Award, the Grant Date to: (i) the date of cessation; or (ii) if earlier (unless the Board determines otherwise) the date of notice, as compared to the number of whole months in the period from the Grant Date to the Normal Vesting Date and any remainder of the Award shall lapse.

## Death

- 7.6 An Award shall vest, subject to the Board's assessment of any Performance Condition and/or any Performance Underpin on the Participant's death. An Option may be exercised (by the Participant's Personal Representatives) during a period of twelve months from the date of the Participant's death and shall lapse at the expiry of such period. Where a Participant dies during an exercise period pursuant to either Rule 7.3 or 7.4 an Option shall not lapse as a result of such Rule until the expiry of the twelve month period in this Rule 7.6.

## Cessation following a Corporate Action

- 7.7 Where a Participant ceases to hold office or employment with any Group Company following a Corporate Action within the relevant exercise period referred to in Rule 8 (*Corporate Actions*), an Option shall not lapse pursuant to this Rule 7 until the expiry of the relevant exercise period in Rule 8 (*Corporate Actions*). This Rule 7.7 shall not apply where the cessation is by way of (or occurs where there are circumstances which the Board determines would have justified) summary dismissal or service of notice of termination of office or employment on the grounds of misconduct.

## Meaning of cessation of office or employment

- 7.8 No provision of this Rule 7 shall apply in respect of any cessation of office or employment if immediately following the cessation the Participant holds an office or employment with any Group Company, or in respect of any notice of cessation if arrangements are in place that mean immediately following the notice becoming effective the Participant will hold an office or employment with any Group Company.

## 8. CORPORATE ACTIONS

### General offers

- 8.1 Awards shall vest:

8.1.1 upon a person obtaining Control of the Company as a result of making a general offer to acquire Shares;

8.1.2 upon a person having, or having obtained, Control of the Company, making a general offer to acquire Shares; or

8.1.3 if a person makes a general offer to acquire Shares that would result in that person obtaining Control of the Company and the Board so determines, on the date which the Board determines to be the last practicable date prior to the date on which it expects such person to obtain Control of the Company,

in each case being a general offer to acquire all of the Shares (other than Shares held by the person making the offer and any person connected to that person).

Options may be exercised during such period as the Board may specify, being no longer than six months from the date of any such event (but if not exercised, Options shall not lapse at the expiry of such period).

#### **Compulsory acquisition**

- 8.2 To the extent not previously vested pursuant to Rule 8.1, Awards shall vest upon a person becoming entitled to acquire Shares under Sections 979 to 982 of the Companies Act 2006. Options may be exercised during a period of one month from the date on which that person first becomes so entitled, and shall lapse at the expiry of such period.

#### **Scheme of compromise or arrangement**

- 8.3 Awards shall vest upon a Court sanctioning a compromise or arrangement which, on becoming effective, would result in:
- 8.3.1 any person obtaining Control of the Company;
  - 8.3.2 any person having, or having obtained, Control of the Company, acquiring the remaining Shares not then held by such person;
  - 8.3.3 the undertaking, property and liabilities of the Company being transferred to another existing or new company; or
  - 8.3.4 the undertaking, property and liabilities of the Company being divided among and transferred to two or more companies, whether existing or new.

Options may be exercised during a period of six months from the date of a Court sanctioning such a compromise or arrangement (or, if earlier, to the day prior to the date on which a transfer as described in Rule 8.3.3 or Rule 8.3.4 is to become effective), and shall lapse at the expiry of such period.

#### **Voluntary winding-up**

- 8.4 Awards shall vest in the event of a notice being given of a resolution for the voluntary winding-up of the Company. Options may be exercised during a period of two months from the date of such a notice being given and shall lapse at the expiry of such period.

#### **Other change of Control**

- 8.5 Where a change of Control of the Company is proposed pursuant to any arrangement otherwise than as provided for under Rules 8.1 to 8.4 and the Board so determines, Awards shall vest on such date as the Board determines prior to the date on which the Board expects such change of Control of the Company to become effective. Where the Board makes such determination, Options may be exercised during a period of two months (or such other period as the Board may determine) from the date specified by the Board and, unless the Board determines otherwise, shall lapse at the expiry of such period.

#### **Demerger or special dividend**

- 8.6 If the Board so determines, Awards may vest following the announcement of a demerger of a substantial part of the Group's business, a special dividend or a similar event affecting the value of Shares to a material extent on such date specified by the Board. Where the Board makes such determination, Options may be exercised during a period of two months (or such other period as the Board may determine) from the date specified by the Board and, unless the Board determines otherwise, shall lapse at the expiry of such period.

### Extent of vesting on a Corporate Action

- 8.7 Where an Award vests (and, in the case of an Option, is exercised) pursuant to any of Rules 8.1 to 8.6, the proportion of the Award which may vest shall be limited (unless the Board determines otherwise) to a pro rata proportion on the basis of the number of whole months which have elapsed from:
- 8.7.1 in the case of a Performance Share Award, the first day of the period over which the Performance Condition is measured to the date of the Corporate Action, as compared to the number of whole months within the period over which the Performance Condition is measured and the remainder of the Award shall lapse; and
  - 8.7.2 in the case of a Restricted Share Award, the Grant Date to the date of the Corporate Action, as compared to the number of whole months in the period from the Grant Date to the Normal Vesting Date and any remainder of the Award shall lapse.

### Roll-over of Award on a Reorganisation or takeover

- 8.8 Unless the Board determines otherwise, an Award shall not vest pursuant to this Rule 8 if, as a result of any Corporate Action, a company will obtain Control of the Company or will obtain substantially all of the assets of the Company (the "**Acquiring Company**"), and either:
- 8.8.1 the Acquiring Company will immediately following the Corporate Action have (either directly or indirectly) substantially the same shareholders and approximate shareholdings as those of the Company prior to the Corporate Action (a "**Reorganisation**"); or
  - 8.8.2 the Board, with the agreement of the Acquiring Company, determines that the Award shall not vest as a result of such Corporate Action and so notifies the Participant prior to the date on which the Award would otherwise vest.

In such case, the existing Option or Conditional Award (the "**Old Award**") shall lapse on the occurrence of the relevant Corporate Action, and the New Parent Company shall grant a replacement right to receive shares (the "**New Award**") over such number of shares in the New Parent Company which are of equivalent value to the number of Shares in respect of which the Old Award was outstanding. The New Award shall be granted on the terms of the Plan, but as if the New Award had been granted at the same time as the Old Award and, if the Old Award was a Performance Share Award, shall continue to be subject to the Performance Condition (subject to Rule 4.7 (*Performance Condition*)) and, if the Old Award was a Restricted Share Award shall, unless the Board determines otherwise, continue to be subject to the Performance Underpin (if any).

For the purposes of this Rule 8.8:

- 8.8.3 the "New Parent Company" shall be the Acquiring Company, or, if different the company that is the ultimate parent company of the Acquiring Company within the meaning of section 1159 of the Companies Act 2006; and
- 8.8.4 the terms of the Plan shall following the date of the relevant Corporate Action be construed as if:
  - (A) the reference to "WH Smith plc" in the definition of "Company" in Rule 1 (*Interpretation and construction*) were a reference to the company which is the New Parent Company, and
  - (B) save where the New Parent Company is listed, Rule 17.2 (*Amendments*) were omitted.

### Compulsory winding-up

- 8.9 An Award shall lapse on the passing of an effective resolution, or the making of a Court order, for the compulsory winding-up of the Company.

### Concert parties

- 8.10 For the purposes of this Rule 8, a person shall be deemed to have Control of the Company where they and any others acting in concert with them together have Control of the Company.

### 9. OPTIONS

- 9.1 An Option may (subject to Rule 9.2) be exercised, in full but not in part, by the delivery to the Company (or such other person nominated by the Company) of a valid notice of exercise in such form as the Board may prescribe together with payment of the Option Price (if any).
- 9.2 An Option which is subject to a Holding Period may not be exercised during such period unless the Board determines otherwise.
- 9.3 Subject to Rule 9.5, an Option shall lapse on the tenth anniversary of the Grant Date (or such earlier date as the Board may determine prior to the Grant Date).
- 9.4 Any Shares in respect of which the Option is exercised shall be transferred to the Participant as soon as reasonably practicable (which may include transferring the Shares on more than one consecutive Dealing Day on such basis as the Board may determine).
- 9.5 An Option may not be exercised unless the Board is satisfied that at such time:
- 9.5.1 such exercise,
  - 9.5.2 the transfer of Shares to, and dealing in Shares by, the Participant; and
  - 9.5.3 any action needed to be taken by the Company to give effect to such exercise,
- is not contrary to any Dealing Restriction. Where the exercise, transfer or dealing in Shares is contrary to any Dealing Restriction on the last Dealing Day in any of the periods referred to in Rules 7.3 or 7.4 (*Rule 7 being in relation to cessation of office or employment*) or Rules 8.1 to 8.3 or 8.6 (*Rule 8 being in relation to Corporate Actions*) or Rule 9.3, such period shall be extended to the end of the tenth Dealing Day thereafter on which the Board is satisfied that the exercise, transfer and dealing in Shares is not contrary to any Dealing Restriction.
- 9.6 An Option shall lapse on the earliest date provided under any Rule (save only as expressly provided in Rule 7.6 (*Death*) and Rule 7.7 (*Cessation following a Corporate Action*)).
- 9.7 The Board may determine that an Option shall be deemed to be exercised without any action from the Participant immediately before such Option would otherwise lapse under any Rule, but shall not be under any duty or obligation to do so.
- 9.8 The Company shall be under no duty or obligation to inform a participant of any period in which the Option may not be exercised or the pending lapse of an Option (including where the Board does not make a determination under Rule 9.7).

### 10. DIVIDEND EQUIVALENT

- 10.1 If the Board so determines at any time prior to the Normal Vesting Date, at the same time that an Award vests (or, in the case of an Option, is exercised), the Company may:
- 10.1.1 make a cash payment to the Participant in respect of each Relevant Dividend of an amount equal to the gross value of such dividend multiplied by the number of Shares in respect of which the Award vests; or
  - 10.1.2 transfer a number of additional Shares as could have been acquired, with each such amount, at Market Value on either (i) the relevant dividend record date; or (ii) the date on which the Award vests, as determined by the Board,
- where a "**Relevant Dividend**" is any dividend declared on a Share the record date of which falls during the period from the Grant Date to the date the Award vests (or, in the case of an Option that is subject to a Holding Period, to the expiry of the Holding Period).
- 10.2 A cash payment under Rule 10.1.1 may be made in a currency other than pounds sterling, in which case the amount of such payment shall be converted into such other currency on such basis as the Board may reasonably determine.

- 10.3 The Board shall determine on the basis on which the value of Relevant Dividends shall be calculated for the purposes of this Rule 10 (which may assume the reinvestment of dividends).

## 11. CASH ALTERNATIVE AND CASH AWARDS

- 11.1 This Rule 11 shall not apply in respect of any Award granted to a Participant resident in any jurisdiction where the grant of an Award which provides for a cash payment or a cash alternative would be unlawful, fall outside any applicable exemption under securities, exchange control or similar regulations, or would cause adverse tax or social security (or similar) contribution consequences for the Company or the Participant (as determined by the Board) or where the Board determines prior to the Grant Date that this Rule 11 shall not apply.
- 11.2 The Board may determine prior to the Grant Date that an Award shall only be satisfied in whole or in part in cash, in which case the Award (or a part thereof) shall not be a right to acquire Shares, and the vesting of the Conditional Award or exercise of the Option (or part thereof, as applicable) shall be satisfied by the payment of a cash equivalent amount, in substitution for the transfer of Shares.
- 11.3 Where the Board has made no determination pursuant to Rule 11.1 or 11.2 in respect of an Award, the Board may determine at any time prior to the transfer of Shares pursuant to such Award that the vesting of the Conditional Award or the exercise of the Option (or a part thereof) shall be satisfied by the payment of a cash equivalent amount, in substitution for the transfer of Shares.
- 11.4 A "cash equivalent amount" shall be calculated as the number of Shares which would otherwise be transferred in respect of the relevant vesting or exercise but which are being substituted for the cash equivalent amount, multiplied by the Market Value of a Share on:
- 11.4.1 where the whole of the Award will be satisfied via a cash equivalent amount, the vesting date (or, in the case of an Option, the Market Value of a Share on the date of exercise less the Option Price (if any)); or
  - 11.4.2 where only part of the Award will be satisfied via a cash equivalent amount, the Market Value of a Share on the date on which Shares are transferred to the Participant pursuant to the Award.
- 11.5 A cash equivalent amount shall be paid as soon as reasonably practicable following the relevant vesting or exercise.
- 11.6 A cash equivalent amount may be paid in a currency other than pounds sterling, in which case the cash equivalent amount shall be converted into such other currency on such basis as the Board may determine.
- 11.7 Alternatively, the Board may determine prior to the Grant Date that an Award shall be granted to a Participant who is not an executive director of the Company (or who is an executive director of the Company when such Award is granted in respect of the recruitment or promotion of that executive director) over a fixed cash amount, in which case the Award shall not be a right to acquire Shares, and the vesting of the Conditional Award or exercise of the Option (or part thereof, as applicable) shall:
- 11.7.1 be satisfied by the payment of the proportion of that fixed cash amount which vests; and
  - 11.7.2 otherwise be subject to the rules of the Plan which shall apply *mutatis mutandis*.

## 12. TAX LIABILITY

- 12.1 When any Tax Liability arises in respect of or otherwise in connection with an Award, the Participant authorises any Group Company:
- 12.1.1 to retain and sell legal title to such number of the Shares which would otherwise have been transferred to the Participant on vesting or exercise of the Award, or any part thereof, (notwithstanding that beneficial title shall pass) as may be sold for



aggregate proceeds equal to the Group Company's estimate of the amount of the Tax Liability;

12.1.2 to deduct an amount equal to the Group Company's estimate of the Tax Liability from any cash payment made under the Plan; and/or

12.1.3 where the amount realised under Rule 12.1.1 or deducted under Rule 12.1.2 is insufficient to cover the full amount of the Tax Liability, to deduct any further amount as is necessary through payroll,

and in each case to apply such amount in paying the amount of the Tax Liability to the relevant revenue authority or in reimbursing the relevant Group Company for any such payment, provided that, where the amount realised under Rule 12.1.1 or deducted under Rule 12.1.2 is greater than the actual Tax Liability, the Group Company shall repay the excess to the Participant as soon as reasonably practicable.

The Group Company shall be entitled to make the estimates referred to in this Rule 12.1 on the basis of the highest rates of tax and/or social security applicable at the relevant time in the jurisdiction in which the Group Company is liable to account for the Tax Liability, notwithstanding that the Tax Liability may not arise at such rates.

12.2 **"Tax Liability"** shall mean any amount of tax and/or social security (or similar) contributions which any Group Company becomes liable to pay on behalf of the Participant to the revenue authorities in any jurisdiction, together with all or such proportion (if any) of employer's social security contributions which would otherwise be payable by any Group Company as is determined to be recoverable from the Participant (to the extent permitted by law) by the Board, or which the Participant has agreed to pay or which are subject to recovery pursuant to an election to which paragraph 3B of Schedule 1 to the Social Security Contributions and Benefits Act 1992 applies.

12.3 The Board may (and in the case of a Conditional Award subject to a Holding Period shall) require, as a term of vesting (or exercise), that the Participant enter into with the Company (or any Group Company) a joint election pursuant to Section 431 of the Income Tax (Earnings and Pensions) Act 2003 in the form set out in Appendix 3, or the equivalent in any jurisdiction, in respect of the Shares to be acquired pursuant to the Award.

12.4 The Company shall be under no duty or obligation to minimise the tax consequences of an Award for a Participant.

### 13. **VESTED SHARE ACCOUNTS**

13.1 Legal title to any Shares which are due to be transferred to the Participant pursuant to the Plan may (notwithstanding any other Rule) be transferred to a person (the **"Vested Share Account Provider"**) appointed by the Company from time to time to hold legal title to such Shares on behalf of the Participant.

13.2 The Vested Share Account Provider shall receive and hold Shares on behalf of the Participant in accordance with such terms and conditions as are agreed by the Company from time to time, and by participating in the Plan the Participant irrevocably agrees to those terms and conditions (which shall be available to the Participant on request to the Company).

13.3 The terms in Rule 13.2 shall include, in respect of any Shares held subject to a Holding Period or Shares required to be retained in order to comply with any shareholding requirements imposed by the Company on the Participant from time to time, that the Vested Share Account Provider:

13.3.1 shall, notwithstanding any instructions from the Participant, refuse to effect any transfer or disposal of Shares where to do so would be contrary to Rule 6.9 (*Holding Period*) or such shareholding requirements; and

13.3.2 may (without the need to seek any instructions from the Participant) give effect to Rule 14 (*Claw-back*) by transferring the legal and beneficial title to the Shares as the Company may direct.

- 13.4 The transfer of any Shares to the Vested Share Account Provider shall satisfy any obligation of the Company under the Plan to transfer Shares to the Participant (and references in the Plan to Shares (or legal title thereof) being due to be, or being, or having been transferred or delivered to the Participant shall be read accordingly).

#### 14. **CLAW-BACK**

##### **Claw-back events**

- 14.1 The Board may at any time prior to vesting or at any time prior to the third set of audited accounts of the Company being published following the vesting of an Award determine that a Claw-back shall apply in respect of the Award if the Board determines that:

14.1.1 the financial accounts of any Group Company or relevant business unit were misstated (excluding, for the avoidance of doubt, any change to financial accounts resulting from a change in accounting standards or similar), or that any other results or information relied on in making such assessment proves to have been incorrect; or

14.1.2 an error was made in any calculation or assessment of performance,

and, in either case, the Award was granted, is capable of vesting, or vested, in respect of a greater number of Shares than would have been the case had there not been such a misstatement or error in calculation or assessment.

- 14.2 The Board may at any time (whether before or after vesting) determine that a Claw-back shall apply in respect of an Award where:

14.2.1 the Participant is found to have committed an act or omission which justifies, or in the opinion of the Board would have justified, summary dismissal or service of notice of termination of office or employment on the grounds of misconduct;

14.2.2 the Participant is found to have committed an act or omission which results or is reasonably likely to result in significant reputational damage to the Company; or

14.2.3 there has been a significant corporate failure which has a material impact on the value of the Group (taken as a whole) or the ability of the Group to continue normal operations,

provided, in each case, that the relevant event occurred prior to the later of the vesting of an Award, the expiry of any Holding Period or the exercise of an Option.

##### **Applying Claw-back**

- 14.3 A Claw-back shall be applied in accordance with the provisions of Appendix 1 (*Operation of Claw-back*).

##### **No Claw-back following Corporate Action**

- 14.4 No Claw-back shall be capable of being applied at any time following any Corporate Action, save where the determination that the Claw-back shall apply was made prior to the Corporate Action (and, for the avoidance of doubt, a Corporate Action does not include a Reorganisation).

#### 15. **VARIATION OF CAPITAL**

- 15.1 In the event of any variation of the share capital of the Company, or in the event of the demerger of a substantial part of the Group's business, a special dividend or similar event affecting the value of Shares to a material extent (which shall not include the payment of any ordinary dividend) the Board may make such adjustments to Awards and any Option Price as it may determine to be appropriate.

- 15.2 For the avoidance of doubt Rule 15.1 shall not apply in respect of any Awards pursuant to which legal title to Shares has been transferred prior to the date of the relevant event (such

that the recipient of such legal title shall participate in such event as a holder of Shares) including pursuant to the vesting of an Award under Rule 8.6 (*Demerger or special dividend*).

## 16. ADMINISTRATION

- 16.1 Any notice or other communication under or in connection with this Plan may be given by the Company or its agents to a Participant personally, by email or other electronic communication or by post, or by a Participant to the Company or any Group Company either personally or by post to the Secretary of the Company. Items sent by post shall be pre-paid and shall be deemed to have been received 48 hours after posting. Items sent by email or other electronic communication shall be deemed to have been received immediately.
- 16.2 A Participant shall not be entitled to:
- 16.2.1 receive copies of accounts or notices sent to holders of Shares;
  - 16.2.2 exercise voting rights; or
  - 16.2.3 receive dividends,
- in respect of Shares subject to an Award legal title to which has not been transferred to the Participant.
- 16.3 Any discretion (including the power to make any determination) of the Board under or in connection with the Plan (including under or in connection with any Appendix hereunder) may be exercised by the Board in its absolute discretion.
- 16.4 Any exercise of discretion (including the making of any determination) by the Board under or in connection with the Plan including under or in connection with any Appendix hereunder) shall be final and binding.
- 16.5 Any disputes regarding the interpretation of the Rules (including any Appendix hereunder) or the terms of any Award shall be determined by the Board (upon such advice as the Board determines to be necessary) and any decision in relation thereto shall be final and binding.

## 17. AMENDMENTS

- 17.1 Subject to Rules 17.2 and 17.4, the Board may at any time add to or alter the Plan or any Award made thereunder, in any respect.
- 17.2 Subject to Rule 17.3, no addition or alteration to the advantage of present or future Participants relating to eligibility, the limits on participation, the overall limits on the issue of Shares or the transfer of Treasury Shares, the basis for determining a Participant's entitlement to, or the terms of, Shares or cash provided pursuant to the Plan and the provisions for adjustments on a variation of share capital shall be made without the prior approval by ordinary resolution of the shareholders of the Company in general meeting.
- 17.3 Rule 17.2 shall not apply to any alteration to or substitution of a Performance Condition or Performance Underpin or to any alteration or addition which is necessary or desirable in order to comply with or take account of the provisions of any proposed or existing legislation, law or other regulatory requirements or to take advantage of any changes in legislation, law or other regulatory requirements, or to obtain or maintain favourable taxation, exchange control or regulatory treatment of any Group Company or any Participant or to make minor amendments to benefit the administration of the Plan.
- 17.4 No alteration or addition shall be made under Rule 17.1 which would abrogate or adversely affect the subsisting rights of a Participant unless it is made:
- 17.4.1 with the consent in writing of the Participant;
  - 17.4.2 with the consent in writing of such number of Participants as hold Awards under the Plan in relation to 75 per cent. of the Shares subject to all Awards under the Plan; or
  - 17.4.3 by a resolution at a meeting of Participants passed by not less than 75 per cent. of the Participants who attend and vote either in person or by proxy,

and for the purpose of Rules 17.4.1 and 17.4.2 the Participants shall be treated as the holders of a separate class of share capital and the provisions of the Articles of Association of the Company relating to class meetings shall apply mutatis mutandis.

- 17.5 The Board may, in respect of Eligible Employees who are or who may become subject to taxation outside the United Kingdom on their remuneration, establish such plans or sub-plans based on the Plan but subject to such modifications as the Board determines to be necessary or desirable to take account of or to mitigate or to comply with relevant overseas taxation, securities or exchange control laws, provided that the terms of awards made under such plans or sub-plans are not overall more favourable than the terms of Awards made under the Plan and provided that awards made, and Shares issued, pursuant to such plans or sub-plans shall count towards the limits set out in Rules 2 (*Plan limit*) and 3.3 (*Individual limit*).

## 18. DATA PROTECTION

- 18.1 As part of the Plan, the Company will process personal data about Participants from time to time. The Company will process such personal data in accordance with applicable data protection legislation and in accordance with such Privacy Notices as are issued to Participants from time to time in connection with their employment with any Group Company.
- 18.2 To the extent that the processing of personal data of a Participant in connection with this Plan is subject to the laws or regulations of any jurisdiction that requires consent for such processing of personal data, by participating in the Plan such Participant consents to such processing for the purposes of such other laws or regulations (but shall not be deemed to consent to such processing for the purposes of the UK Data Protection Act 2018, the UK General Data Protection Regulation or the General Data Protection Regulation (Regulation (EU) 2016/679)).

## 19. GENERAL

- 19.1 The Plan shall terminate on the 10th anniversary of the approval of the Plan by the shareholders of the Company in general meeting, or at any earlier time by resolution of the Board or an ordinary resolution of the shareholders in general meeting. Such termination shall be without prejudice to the subsisting rights of Participants.
- 19.2 Save as otherwise provided under the Plan:
- 19.2.1 Shares issued and allotted pursuant to the Plan will rank *pari passu* in all respects with the Shares then in issue at the date of such allotment, except that they will not rank for any rights attaching to Shares by reference to a record date preceding the date of allotment; and
- 19.2.2 Shares to be transferred pursuant to the Plan will be transferred free of all liens, charges and encumbrances and together with all rights attaching thereto, except they will not rank for any rights attaching to Shares by reference to a record date preceding the date of transfer.
- 19.3 If and so long as the Shares are admitted to listing and/or for trading on any stock exchange or market, the Company shall apply for any Shares issued and allotted pursuant to the Plan to be so admitted as soon as practicable.
- 19.4 Any transfer of Shares under the Plan is subject to such consent, if any, of any authorities in any jurisdiction as may be required, and the Participant shall be responsible for complying with the requirements to obtain or obviate the necessity for such consents.
- 19.5 Notwithstanding any provisions of these Rules, if required by the Company the transfer of Shares on vesting shall be conditional on the Participant entering into (and may be delayed until the Participant has entered into) such documentation as is reasonably required to facilitate (a) agreement to the terms of the Plan; and/or (b) the holding of legal title to Shares to be delivered on vesting in accordance with Rule 13 (*Vested Share Accounts*) on behalf of the Participant by a Vested Share Account Provider, which may include any documentation in respect of "know your client" processes or Automatic Exchange of Information reporting or similar.

- 19.6 The terms of any individual's office or employment with any past or present Group Company, and the rights and obligations of the individual thereunder, shall not be affected by their participation in the Plan and the Plan shall not form part of any contract of employment between the individual and any such company.
- 19.7 An Eligible Employee shall have no right to receive an Award under the Plan and participation in the Plan and the grant of any Award is at the discretion of the Company.
- 19.8 Participation in the Plan by, or the grant of any Award under it to, a Participant in any year does not create any right to or expectation of participation in the Plan or the grant of any Award in any future year, even if the Participant has previously participated in the Plan (or any similar plan) over a long period of time and/or if participation in the Plan and/or an Award under it (or any similar plan) has been granted (including repeatedly) without the relevant Group Company specifically expressing the voluntary and discretionary nature at the time of each such participation or Award.
- 19.9 By participating in the Plan, the Participant waives all and any rights to compensation or damages in consequence of the termination of their office or employment with any past or present Group Company for any reason whatsoever, whether lawfully or otherwise, insofar as those rights arise or may arise from the Participant ceasing to have rights under the Plan (including ceasing to be entitled to exercise any Option) as a result of such termination, or from the loss or diminution in value of such rights or entitlements, including by reason of the operation of the terms of the Plan, any determination by the Board pursuant to a discretion contained in the Plan or the provisions of any statute or law relating to taxation.
- 19.10 Benefits under the Plan shall not form part of a Participant's remuneration for any purpose and shall not be pensionable.
- 19.11 The invalidity or non-enforceability of any provision or Rule shall not affect the validity or enforceability of the remaining provisions and Rules of the Plan which shall continue in full force and effect.
- 19.12 These Rules shall be governed by and construed in accordance with English Law.
- 19.13 The English courts shall have exclusive jurisdiction to determine any dispute which may arise out of, or in connection with, the Plan.

## APPENDIX 1: OPERATION OF CLAW-BACK

### Claw-back prior to the settlement of an Award (or "malus")

1. Where the Board determines that a Claw-back shall apply in respect of an Award prior to legal title to Shares having been transferred thereto, or a cash payment having been made (i) under Rule 11 (*Cash Alternative*) in lieu thereof; or (ii) under Rule 10 (*Dividend Equivalent*), whether before or after vesting, the Claw-back shall be applied by the Board reducing the number of Shares or the amount of cash in respect of which the Award may vest or, in the case of an Option, be exercised (or after vesting by reducing the number of Shares which may be transferred (or in respect of which a cash payment may be made under Rule 11 (*Cash Alternative*) or Rule 10 (*Dividend Equivalent*)) or the amount of cash which may be paid pursuant to the Award) by up to the number of Shares determined by the Board to be the excess number of Shares or the amount of cash determined by the Board to be the excess amount of cash in respect of which the Award was granted and/or is outstanding (and the Award shall lapse to the extent so reduced, which may be in full).

### Claw-back following the settlement of an Award

2. Where the Board determines that a Claw-back shall apply in respect of an Award following Shares having been transferred to the Participant, or a cash payment having been made under Rule 11 (*Cash Alternative*) (a "**Post-Transfer Claw-back**"), the Board shall determine:
  - a. the excess number of Shares in respect of which the Award vested (the "**Excess Shares**"); and
  - b. the aggregate Market Value of such Excess Shares on the date on which the Award vested or, in the case of an Option, the date the Option was exercised (the "**Equivalent Value**"),

provided that where a cash payment has been made to the Participant under Rule 11 (*Cash Alternative*), the Equivalent Value shall be the amount of the cash payment made to the Participant.
3. In the case of a Post-Transfer Claw-back any cash payment made or additional Shares transferred pursuant to Rule 10 (*Dividend Equivalent*) in respect of such Award shall be subject to the Claw-back to the extent that the Board determines that such cash payment or Shares relate to the Excess Shares.
4. A Post-Transfer Claw-back may be effected in such manner as may be determined by the Board, and notified to the Participant, including by any one or more of the following:
  - a. by reducing the number of Shares and/or amount of cash in respect of which an Outstanding Award vests or may vest (or has vested, but in respect of which no Shares have yet been transferred or cash payment made), whether before or after the assessment of performance conditions in respect of such Outstanding Award, by the number of Excess Shares and/or the Equivalent Value (and such Outstanding Award shall lapse to the extent so reduced);
  - b. by setting-off against (and deducting from) any amounts payable by any Group Company to the Participant (including to the extent permitted by law salary or any bonus payments) an amount up to the Equivalent Value; and/or
  - c. by requiring the Participant to immediately transfer to the Company (or as the Company may direct) a number of Shares equal to the Excess Shares or a cash amount equal to the Equivalent Value (which shall be an immediately payable debt due to the Company).
5. For the avoidance of doubt, for the purposes of calculating any value or number of Shares referred to in paragraphs 2 and/or 3 of this Appendix 1, the Board shall (unless it determines otherwise) reduce such value or number of Shares in order to take account of any Tax Liability (as defined in Rule 12 (*Tax Liability*)) which arose on the transfer of the Shares and/or payment of the cash amount which is the subject of the Claw-back.
6. For the avoidance of doubt, nothing in Rule 14 (*Claw-back*) or this Appendix shall in any way restrict a Participant from being able to transfer or otherwise deal in Shares acquired on vesting or exercise of an Award.

7. In paragraph 4 above:

**"Outstanding Award"** means any other Award, any award or option under any other Employees' Share Scheme operated from time to time by any Group Company (other than any award or options granted under any arrangement which satisfies the provisions of Schedules 2 or 3, or (unless the terms of such arrangement state that shares acquired thereunder are subject to claw-back) 4 or 5 of the Income Tax (Earnings and Pensions) Act 2003), or any bonus award under any bonus scheme operated from time to time by any Group Company, in each case which is either held by the Participant at the time of a determination that a Claw-back shall be applied or which are granted to the Participant following such a determination; and

**"vests"** shall include shares or cash subject to an award becoming due to be transferred or paid, and in the case of an option, the option becoming exercisable.

## APPENDIX 2: US PARTICIPANTS

### 1. PURPOSE

- 1.1 This Appendix 2 shall form a part of the Rules. The purpose of this Appendix 2 is to make certain variations to the Rules for US Participants.

### 2. APPLICATION AND INTERPRETATION

- 2.1 The Rules will apply to US Participants as amended by the terms of this Appendix 2.
- 2.2 In this Appendix 2, a reference to a "Rule" is to the Rule of the Plan and a reference to a "Paragraph" is to a paragraph of this Appendix 2. Capitalised terms used in this Appendix 2 that are not otherwise defined herein shall have the meanings set forth in the Rules.
- 2.3 To the extent that any provision of this Appendix 2 is inconsistent with any Rule, such provision of this Appendix 2 shall take precedence.

### 3. TREATMENT OF US AWARDS

- 3.1 US Participants are only eligible to receive Conditional Awards. If this Appendix 2 applies to an Award, the Award shall be deemed to take the form of a Conditional Award, irrespective of the form in which it was originally granted.
- 3.2 Any US Award that is nonqualified deferred compensation subject to Code §409A shall be settled (if at all) only upon the earlier to occur of: (i) the Normal Vesting Date or later vesting date under Rule 6.3; or (ii) a Code §409A Change of Control (as defined below); or (iii) if applicable, the date determined in accordance with Paragraphs 3.7 and 5.8 below.
- 3.3 Shares to be transferred (including in connection with any Relevant Dividend as defined in Rule 10 (*Dividend Equivalent*)), or any cash alternative to be paid under Rule 10 (*Dividend Equivalent*) or Rule 11 (*Cash Alternative and Cash Awards*), to a US Participant pursuant to Rule 6.7.1 shall be transferred or paid no later than 31 December in the same calendar year as the date determined under Paragraph 3.2 or if later, the settlement date of the Award under any Rule as modified by this Appendix 2.
- 3.4 Rule 6.3 (*Vesting subject to Dealing Restrictions*) shall only apply to a US Award to the extent that the Board reasonably anticipates that dealing in breach of the applicable Dealing Restriction would constitute a violation of US federal securities laws or other applicable law and vesting is only delayed until the earliest date that such Dealing Restriction would no longer be applicable. If Shares cannot be delivered to a US Participant because of a Dealing Restriction other than as set forth in the preceding sentence, such Award shall instead be satisfied by the payment of a cash equivalent amount pursuant to Rule 11 (*Cash Alternative and Cash Awards*). Notwithstanding Rule 11.5, any cash payment to which a US Participant may become entitled under Rule 11 (*Cash Alternative and Cash Awards*) with respect to an Award shall be paid to the US Participant at the same time as the transfer of Shares would otherwise have occurred.
- 3.5 Rules 4.6 and 4.7 (*General rules relating to Performance Conditions or Performance Underpins*), 6.4 and 6.5 (*Extent of vesting determined by the Performance Condition / Performance Underpin*), 8.3 (*Scheme of compromise or arrangement*), 8.4 (*Voluntary winding-up*), 8.5 (*Other change of Control*) 8.6 (*Demerger or special dividend*) shall only apply to a US Award in a manner that does not result in additional taxes, penalties or interest under Code §409A. For the avoidance of doubt, for US Awards, any adjustment to the Performance Condition or Performance Underpin pursuant to Rule 4.7 shall be limited to determining vesting eligibility and shall not be construed to alter or accelerate the time or form of payment under Code §409A.
- 3.6 To the extent necessary to avoid additional taxes, penalties or interest under Code §409A, Rule 6.8 (*Disciplinary proceedings*) shall not apply to a US Award if the application of such Rule would result in the vesting of the Award being later than 31 December in the same calendar year as the vesting of the Award would otherwise have been but for Rule 6.8. For the avoidance of doubt, Rule 6.6 and Rule 14.2.1 (*Claw-back events*) shall apply to any US Award at any time at which an investigation is ongoing under the disciplinary procedures



applicable to the US Participant should such procedures not be resolved in favour of the Participant.

- 3.7 If necessary to avoid additional taxes, penalties or interest under Code §409A, at the time that a US Award is granted, the Board shall determine and the deed evidencing such US Award shall specify if the application of Rule 7.2 (*Reasons for cessation where Awards remain capable of vesting*) results in a transfer of Shares (or any cash payment) with respect to the vested US Award on cessation of service. In such event, the transfer of Shares (or any cash payment) shall be made within 30 days of such cessation of service (but no later than December 31st in the year of such cessation of service).
- 3.8 Rule 7.3 (*Timing of vesting in the event of cessation prior to the Normal Vesting Date*) shall not apply to US Awards that are nonqualified deferred compensation subject to Code §409A such that, to the extent that such an Award is no longer subject to a substantial risk of forfeiture prior to the earlier of the Normal Vesting Date or a Code §409A Change of Control, no accelerated transfer of Shares, or accelerated payment of a cash alternative, to the US Participant shall occur, except as otherwise permitted under Code §409A.
- 3.9 With respect to US Awards that are nonqualified deferred compensation subject to Code §409A, notwithstanding anything to the contrary in Rule 8.8 (*Roll-over of Award on a Reorganisation or takeover*), such Award: (i) shall become a New Award if the Reorganisation or takeover is not also a Code §409A Change of Control; and (ii) shall not become a New Award if the Reorganisation or takeover is a Code §409A Change of Control.
4. **Dividend Equivalents**
  - 4.1 Notwithstanding Rule 10.1, if on the Grant Date the Board determines dividend equivalents shall apply to a US Award, the Board shall determine at such Grant Date and set forth in the deed provided for in Rule 3.6 the date of payment of such dividend equivalents (i.e., same payment date as the Shares underlying the US Award).
  - 4.2 Dividend equivalents shall no longer apply once the Shares are delivered, even if such Shares are subject to a Holding Period.
5. **Code §409A Compliance**
  - 5.1 US Awards are intended to either be exempt from or comply with the requirements of Code §409A and the Rules, including this Appendix 2, shall be construed and interpreted in accordance with such intent. Any provision in the Rules that is inconsistent with the requirements of Code §409A, to the extent applicable, shall not apply to US Awards.
  - 5.2 The Board shall not exercise its discretion in connection with the operation of the Rules in contradiction of this Appendix 2.
  - 5.3 If necessary to avoid any additional taxes, penalties or interest under Code §409A a Corporate Action shall not be deemed to have occurred in relation to a US Award granted to a US Participant unless the relevant event also constitutes a "change in ownership," a "change in effective control," or a "change in ownership of a substantial portion of the assets" of the Company as defined in US Treasury Regulations or other guidance issued pursuant to Code §409A (collectively, a "**Code §409A Change of Control**").
  - 5.4 Any variation to the number of Shares subject to an Award pursuant to Rule 15 (*Variation of capital*) shall only be permitted to the extent that such variation would not result in any additional taxes, penalties or interest under Code §409A.
  - 5.5 No alteration or addition shall be made under Rule 17 (*Amendments*) to a US Award if such alteration or addition could reasonably be expected to cause the US Award to be subject to additional taxes, interest or penalties under Code §409A. Notwithstanding Rule 17.4, an alteration or addition may be made under Rule 17 to a US Award without consent to avoid such US Award being subject to 409A Penalties.
  - 5.6 To the extent necessary to avoid additional taxes, penalties or interest under Code §409A, any references to a Participant ceasing to hold office or employment (and substantially similar phrases) shall mean "separation from service" within the meaning of Code §409A, and any reference to "disability" shall also be required to be a disability as determined under Code §409A.

- 5.7 A US Participant shall not have the right to designate any payment date with respect to their Award.
- 5.8 In the event that a US Participant is deemed to be a "specified employee", determined pursuant to identification methodology adopted by a Group Company in compliance with Code §409A, and if any portion of US Award or other payments to be received by such US Participant in respect of an Award upon separation from service would constitute a "deferral of compensation" subject to Code §409A, then to the extent necessary to comply with Code §409A, Shares or amounts that would otherwise be delivered or payable pursuant to this Plan, as amended by this Appendix 2, during the six (6) month period immediately following the date of such US Participant's separation from service shall instead be delivered or paid either: (i) on the first payroll following such six-month delay; or (ii) if earlier, as soon as practicable (and in any event within ninety (90) days) after the US Participant's death.
- 5.9 Each transfer of Shares, or payment of a cash alternative, pursuant to an Award shall constitute a separate payment within the meaning of Treasury Regulation Section 1.409A-2(b)(2).
- 5.10 In accordance with US Treasury Regulation Section 1.409A-3(d), a transfer of Shares or payment of cash under the Plan will be treated as made on the designated transfer or payment date if the transfer or payment is made (i) on such date or a later date within the same calendar year, or for Awards that are exempt from Code §409A, if later, by the 15th day of the third month following the date designated in the Plan or Award documentation, or (ii) at a date no earlier than 30 days before the designated transfer or payment date (provided that a US Participant may not, directly or indirectly, designate the calendar year of transfer or payment).
- 5.11 In the event that the terms of the Plan would subject any Participant to taxes, interest or penalties under Code §409A ("**409A Penalties**"), the Board, the Company and such Participant shall cooperate diligently to construe, apply and/or amend the terms of the Plan and the terms of the Participant's Award (including with retrospective effect and without consent of the Participant) to avoid such 409A Penalties, to the extent possible, provided that in no event shall any Group Company, the Board or any of their officers, employees or directors be responsible for any 409A Penalties (or be required to indemnify or hold harmless any US Participant with respect to 409A Penalties) that arise in connection with any amounts payable in respect of any Award granted under this Plan and the US Participant shall be solely responsible for such 409A Penalties.
- 6. **Compliance with US Securities Law and US State Laws**
- 6.1 No Shares shall be issued or delivered to a US Participant unless such issuance or delivery is in compliance with the federal securities laws of the US and any applicable state laws.
- 6.2 As a condition of receipt of Shares, a US Participant may be required to make certain representations for purposes of US federal securities laws.

### APPENDIX 3: SECTION 431 ITEPA 2003 ELECTION

#### Joint Election under s431 ITEPA 2003 for full or partial disapplication of Chapter 2 Income Tax (Earnings and Pensions) Act 2003

##### One Part Election

##### 1. Between

the Employee [insert name of employee]  
 whose National Insurance Number is [insert NINO]  
 and  
 the Company (who is the Employee's employer) [insert name of company]  
 of Company Registration Number [insert CRN]

##### 2. Purpose of Election

This joint election is made pursuant to section 431(1) or 431(2) Income Tax (Earnings and Pensions) Act 2003 (ITEPA) and applies where employment-related securities, which are restricted securities by reason of section 423 ITEPA, are acquired.

The effect of an election under section 431(1) is that, for the relevant Income Tax and NIC purposes, the employment-related securities and their market value will be treated as if they were not restricted securities and that sections 425 to 430 ITEPA do not apply. An election under section 431(2) will ignore one or more of the restrictions in computing the charge on acquisition. Additional Income Tax will be payable (with PAYE and NIC where the securities are Readily Convertible Assets).

**Should the value of the securities fall following the acquisition, it is possible that Income Tax/NIC that would have arisen because of any future chargeable event (in the absence of an election) would have been less than the Income Tax/NIC due by reason of this election. Should this be the case, there is no Income Tax/NIC relief available under Part 7 of ITEPA 2003; nor is it available if the securities acquired are subsequently transferred, forfeited or revert to the original owner.**

##### 3. Application

This joint election is made not later than 14 days after the date of acquisition of the securities by the employee and applies to:

Number of securities	[insert number]
Description of securities	ordinary shares
Name of issuer of securities	WH Smith plc

To be acquired by the Employee on or after the date of this election under the terms of the WH Smith Long Term Incentive Plan.

##### 4. Extent of Application

This election disapplies S.431(1) ITEPA: All restrictions attaching to the securities.

## 5. Declaration

This election will become irrevocable upon the later of its signing or the acquisition of employment-related securities to which this election applies.

In signing this joint election, we agree to be bound by its terms as stated above.

..... / / .....

Signature (Employee) Date

..... / .....

Signature (for and on behalf of the Company)                      Date

.....  
Position in company