
IG Group Holdings PLC
IG GROUP LONG TERM INCENTIVE PLAN 2023

Adopted by the Board of the Company on [●] 2023

Approved by the shareholders of the Company on [●] 2023

Table of Contents

| | | |
|-----|---|----|
| 1. | DEFINITIONS AND INTERPRETATION | 1 |
| 2. | ELIGIBILITY..... | 4 |
| 3. | GRANT OF AWARDS | 4 |
| 4. | LIMITS..... | 6 |
| 5. | VESTING OF AWARDS..... | 8 |
| 6. | CONSEQUENCES OF VESTING | 10 |
| 7. | EXERCISE OF OPTIONS..... | 11 |
| 8. | CASH ALTERNATIVE..... | 12 |
| 9. | LAPSE OF AWARDS..... | 13 |
| 10. | LEAVERS | 14 |
| 11. | TAKEOVERS AND OTHER CORPORATE EVENTS..... | 17 |
| 12. | MALUS AND CLAWBACK | 19 |
| 13. | ADJUSTMENT OF AWARDS | 22 |
| 14. | ALTERATIONS | 23 |
| 15. | MISCELLANEOUS | 24 |
| | Schedule 1 | 27 |
| | Schedule 2 | 28 |

1. DEFINITIONS AND INTERPRETATION

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

"**Award**" means an Option or a Conditional Award;

"**Board**" means the board of directors of the Company or a duly authorised committee of the Board, a duly authorised person or any successor body;

"**Committee**" means the remuneration committee of the Board or, on and after the occurrence of a corporate event described in Rule 11 (*Takeovers and other corporate events*), the remuneration committee of the Board as constituted immediately before such event occurs;

"**Company**" means IG Group Holdings PLC (registered in England and Wales with registered number 04677092);

"**Conditional Award**" means a conditional right to acquire Shares granted under the Plan and subject to the Rules;

"**Control**" means control within the meaning of section 995 of the Income Tax Act 2007;

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

"**Dealing Restrictions**" means restrictions imposed by the Company's share dealing code, the Listing Rules, the MAR or any other laws or regulations that impose restrictions on share dealing;

"**Dividend Equivalent**" means a benefit calculated by reference to dividends paid on Shares as described in Rule 6.3;

"**Early Vesting Date**" means either:

(a) the later of

(i) the date of cessation of employment or office of a Participant in the circumstances referred to in Rules 10.1 and 10.3 (*Good leavers*); and

(ii) early determination of any Performance Condition relating to such cessation; or

(b) the date of notification referred to in Rule 11.1 (*General offers*), the date of the relevant event in Rule 11.2 (*Schemes of arrangement and winding up*) or the date of Vesting referred to in Rule 11.3 (*Demergers and similar events*);

"**Exercise Period**" means the period referred to in Rule 6.1 during which an Option may be exercised;

"**FCA**" means the United Kingdom Financial Conduct Authority, or any successor body;

"**Grant Date**" means the date on which an Award is granted;

"**Group Member**" means:

- (a) a Participating Company or a body corporate which is the Company's holding company (within the meaning of section 1159 of the Companies Act 2006) or a Subsidiary of the Company's holding company;
- (b) a body corporate which is a subsidiary undertaking (within the meaning of section 1162 of that Act) of a body corporate within paragraph (a) above and has been designated by the Committee for this purpose; and
- (c) any other body corporate in relation to which a body corporate within paragraph (a) or (b) above is able (whether directly or indirectly) to exercise 20% or more of its equity voting rights and has been designated by the Committee for this purpose;

"IFD Material Risk Taker" means an employee whom the Company has identified as a material risk taker pursuant to the Investment Firms Directive ((EU) 2019/2034);

"IFPR Material Risk Taker" means an employee whom the Company has identified as a material risk taker pursuant to SYSC 19G.5 of the MIFIDPRU Remuneration Code;

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

"Listing Rules" means the FCA's Listing Rules, amended from time to time;

"London Stock Exchange" means London Stock Exchange plc or any successor to that company;

"MAR" means the EU Market Abuse Regulation 596/2014 and any associated EU Regulation to the extent each is incorporated into the the law of the United Kingdom by virtue of section 3 of the European Union (Withdrawal) Act 2018 and as amended by any instrument related to their incorporation into the law of the United Kingdom;

"Normal Vesting Date" means the date on which an Award Vests under Rule 5.1 (*Timing of Vesting: Normal Vesting Date*);

"Option" means a conditional right to acquire Shares, subject to the Plan Rules, which is designated as an option by the Committee under Rule 3.2 (*Type of Award*);

"Option Price" means the nominal amount, if any, payable on the exercise of an Option;

"Participant" means a person who holds an Award or following their death, their personal representatives;

"Participating Company" means the Company or any Subsidiary of the Company;

"Performance Condition" means one or more conditions, measures or targets (whether on an individual basis or otherwise) imposed on an Award and specified by the Committee under Rule 3.1 (*Terms of grant*), that relate/s to performance;

"Plan" means the IG Group Long Term Incentive Plan 2023 as amended from time to time;

"Policy" means the Company's directors' remuneration policy that has most recently been approved by the Company's shareholders;

"Recovery Period" means, subject to Rule 12.5, the period from the Grant Date to the fifth anniversary of an Award's Grant Date, or such other period determined by the Committee on or before the Grant Date;

"Recruitment Award" means an Award granted in connection with the recruitment of an individual or such other Award granted in exceptional circumstances as the Board may determine;

"Retention Period" means a period starting on the Vesting date of an Award during which the Participant shall be required to hold the Shares issued or transferred to the Participant following Vesting (other than any Shares required to be sold to pay any Tax Liability arising on Vesting) and which period shall be (unless the Committee determines otherwise):

- (a) in relation to an Award granted to an executive director, such period which when combined with the Vesting Period of an Award totals five years;
- (b) in relation to an Award held by a Participant who is an IFPR Material Risk Taker, six months; and
- (c) in relation to an Award held by a Participant who is an IFD Material Risk Taker (not subject to the proportionality principle pursuant to paragraph 4, Article 32 of the Investment Firms Directive ((EU) 2019/2034)), one year,

(or such other period as the Committee may determine or which is required by regulation);

"Rule" means a rule of the Plan;

"Shares" means fully paid ordinary shares in the capital of the Company;

"Shareholding Requirement" means any requirement, guideline or policy determined by the Board from time to time pursuant to which a person must hold Shares either during their office or employment with a Group Member or following their ceasing to hold office or employment with a Group Member;

"Subsidiary" means a body corporate which is a subsidiary (within the meaning of section 1159 of the Companies Act 2006);

"Tax Liability" means any amount of tax or social security contributions, levy, charge or other payroll deductions required by law arising out of or in connection with an Award for which a Participant would or may be liable and for which any Group Member or former Group Member would or may be obliged to (or would or may suffer a disadvantage if it were not to) pay or account to any relevant authority, or any reasonable estimate thereof;

"Vest" means:

- (a) in relation to an Option, it becoming exercisable; and
- (b) in relation to a Conditional Award, a Participant becoming entitled to have Shares transferred to them (or their nominee) subject to the Rules

and **"Vesting"** shall be construed accordingly;

“Vesting Period” means the period over which an Award will normally Vest which, unless the Board determines otherwise, will be at least three years ; and

“Vested Shares” means those Shares in respect of which an Award Vests.

- 1.2 Any reference in the Plan to any enactment (whether statutory, regulatory or otherwise), includes a reference to that enactment as from time to time modified, extended or re-enacted.
- 1.3 Where the context admits, a reference to the singular includes the plural.
- 1.4 Expressions in italics, headings and any footnotes are for guidance only and do not form part of the Plan.

2. ELIGIBILITY

An individual is eligible to be granted an Award at the discretion of the Committee only if they are an employee (including an executive director) of a Participating Company.

3. GRANT OF AWARDS

3.1 Terms of grant

Subject to Rule 3.5 (*Timing of grant*), Rule 3.6 (*Approvals and consents*) and Rule 4 (*Limits*), the Committee may resolve to grant an Award on:

- (a) the terms set out in the Plan; and
- (b) such additional terms (whether a Performance Condition (for Awards other than Recruitment Awards)¹ and/or any other terms) as the Committee may specify,

to any person who is eligible to be granted an Award under Rule 2 (*Eligibility*).

Without limitation, the additional terms referred to in (b) may include restrictions on the disposal of some or all of the Shares acquired pursuant to an Award for such period as the Committee may determine and that any Shares so restricted may be forfeited if the Participant ceases to hold office or employment with a Group Member during such period on account of gross misconduct. The Committee may make the release of a Conditional Award or the exercise of an Option conditional on the Participant taking any action (including entering into any agreement) reasonably required by the Committee in relation to such additional terms.

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

3.2 Type of Award

On or before the Grant Date, the Committee shall determine whether an Award shall be an Option or a Conditional Award. If an Award is an Option, the Committee shall determine the

¹ Awards made under the Plan to executive directors will usually be subject to a Performance Condition, other than Awards granted in connection with the recruitment of an executive director.

Option Price (if any) on or before the Grant Date, provided that the Committee may reduce or waive such Option Price on or prior to the exercise of the Option. If the Committee does not specify the type of an Award on or before the Grant Date then an Award shall be an Option with an Option Price of 0.005p.

Following the grant of an Award, the Committee may, at its discretion, invite a Participant to change the structure of their Award from an Option to a Conditional Award or vice versa if events arise (e.g. changes in local taxation treatment) which the Committee decides warrant such an invitation.

3.3 **Method of grant**

An Award must be granted by deed (or in such other written form as the Committee requires) and, as soon as reasonably practicable after the Grant Date, Participants must be notified of the terms of their Award, including the Vesting Period, Vesting date, any Performance Condition, the Retention Period, any additional terms imposed by the Committee in accordance with Rule 3.1 and, in the case of an Option, the Option Price.

3.4 **Method of satisfying Awards**

Subject to Rule 8 (*Cash Alternative*) and the remainder of this Rule, an Award may only be satisfied by the transfer of Shares (including the transfer of treasury Shares) or the issue of new Shares.

3.5 **Timing of grant**

Subject to Rule 3.6 (*Approvals and consents*), an Award may only be granted:

- (a) within the period of 6 weeks beginning on:
 - (i) the date on which the Plan is approved by shareholders; or
 - (ii) the first Dealing Day after the date on which the Company announces its results for any period; or
 - (iii) the day on which the Company's directors' remuneration policy is approved by shareholders; or
- (b) at any other time when the Committee considers that exceptional circumstances exist which justify the grant of Awards,

unless the Company is restricted from granting Awards during the periods specified above as a result of any Dealing Restrictions, in which case the grant period will be 6 weeks beginning on the day after such Dealing Restrictions are lifted but an Award may not be granted after 31/12/2033 (that is, the expiry of the period of 10 years beginning with the date on which the Plan is approved by shareholders).

3.6 **Approvals and consents**

The grant of any Award shall be subject to obtaining any approval or consent required by the FCA (or other authority), any Dealing Restrictions and any other laws or regulations (whether in the UK or overseas).

3.7 Non-transferability and bankruptcy

An Award granted to any person:

- (a) shall not be transferred, assigned, charged or otherwise disposed of (except on their death to their personal representatives) and shall lapse immediately on any attempt to do so; and
- (b) shall unless the Committee decides otherwise lapse immediately if they are declared bankrupt (or if the Participant is not in the UK, any analogous event occurs).

3.8 Acceptance of Awards

A Participant may be required to accept an Award in such form as the Committee reasonably requires and, if the Committee has not received (or waived the right to require) such acceptance on or before the date that is three months after the Grant Date:

- (a) the Award may not be released; and/or
- (b) the Committee may determine that the Award will lapse.

4. LIMITS

4.1 10 per cent. in 10 years limit

An Award shall not be granted in any calendar year if, at the time of its proposed Grant Date, it would cause the number of Shares allocated (as defined in Rule 4.3) in the period of 10 calendar years ending with that calendar year under the Plan and under any other employee share plan adopted by the Company to exceed such number as represents 10 per cent. of the ordinary share capital of the Company in issue at that time.

4.2 5 per cent. in 10 years limit

An Award shall not be granted in any calendar year if, at the time of its proposed Grant Date, it would cause the number of Shares allocated (as defined in Rule 4.3) on a discretionary basis in the period of 10 calendar years ending with that calendar year under the Plan and under any other employee share plan adopted by the Company to exceed such number as represents 5 per cent. of the ordinary share capital of the Company in issue at that time.

4.3 Meaning of "allocated"

For the purposes of Rules 4.1 and 4.2:

- (a) Shares are treated as allocated:
 - (i) when an option, award or other contractual right to acquire unissued Shares or treasury Shares is granted;

- (ii) where Shares are issued or treasury Shares are transferred otherwise than pursuant to an option, award or other contractual right to acquire Shares, when those Shares are issued or treasury Shares transferred;
- (b) any Shares which have been issued or which may be issued (or any Shares transferred out of treasury or which may be transferred out of treasury) to any trustees to satisfy the exercise of any option, award or other contractual right granted under any employee share plan shall count as allocated unless they are already treated as allocated under this Rule; and
- (c) for the avoidance of doubt, existing Shares other than treasury Shares that are transferred or over which options, awards or other contractual rights are granted shall not count as allocated.

The Committee may make such adjustments to the method of assessing the limits set out in Rules 4.1 and 4.2 as it considers appropriate in the event of any variation of the Company's share capital.

4.4 **Post-grant events affecting numbers of "allocated" Shares**

For the purposes of Rule 4.3:

- (a) where:
 - (i) any option, award or other contractual right to acquire unissued Shares or treasury Shares is released or lapses (whether in whole or in part); or
 - (ii) after the grant of an option, award or other contractual right the Committee determines that:
 - (a) it shall be satisfied by the payment of cash equal to the gain made on its vesting or exercise; or
 - (b) it shall be satisfied by the transfer of existing Shares (other than Shares transferred out of treasury)

the unissued Shares or treasury Shares which consequently cease to be subject to the option, award or other contractual right shall not count as allocated; and

- (b) the number of Shares allocated in respect of an option, award or other contractual right shall be such number as the Committee shall reasonably determine from time to time.

4.5 **Changes to investor guidelines**

The Committee may determine that Shares transferred from treasury shall cease to count as allocated Shares for the purposes of Rule 4.3 if institutional investor guidelines cease to require such Shares to be so counted.

4.6 **Award quantum**

The Committee may grant Awards of such quantum as it considers appropriate, save that an Award (other than a Recruitment Award) may not be granted to an Executive Director if it would exceed the applicable limit set out in the Company's directors' remuneration policy.

4.7 Effect of limits

Any Award shall be limited and take effect so that the limits in this Rule 4 are complied with. If the Committee purports to grant one or more Awards that are inconsistent with the limits in this Rule 4, each such Award shall be reduced as determined by the Committee and shall take effect from the Grant Date over the reduced number of Shares.

4.8 Restriction on use of unissued Shares and treasury Shares

No Shares may be issued or treasury Shares transferred to satisfy the exercise of any Option or the Vesting of any Conditional Award to the extent that such issue or transfer would cause the number of Shares allocated (as defined in Rule 4.3 and adjusted under Rule 4.4) to exceed the limits in Rules 4.1 (*10 per cent. in 10 years limit*) and 4.2 (*5 per cent. in 10 years limit*) except where there is a variation of share capital of the Company which results in the number of Shares so allocated exceeding such limits solely by virtue of that variation.

5. VESTING OF AWARDS

5.1 Timing of Vesting: Normal Vesting Date

Subject to Rule 5.4 (*Restrictions on Vesting: regulatory and tax issues*), an Award shall Vest on the later of:

- (a) if any Performance Condition and any other condition has been imposed on the Vesting of the Award, the date on which the Committee determines whether or not such Performance Condition or other condition has been satisfied; and
- (b) the final day of the Vesting Period.

except where earlier Vesting occurs on an Early Vesting Date under Rule 10 (*Leavers*) or Rule 11 (*Takeovers and other corporate events*).

5.2 Extent of Vesting

An Award shall only Vest to the extent:

- (a) that any Performance Condition is satisfied (in whole or in part) on the Normal Vesting Date or, if appropriate, the Early Vesting Date;
- (b) permitted by any other term imposed on the Vesting of the Award;
- (c) in relation to Vesting before the Normal Vesting Date, as permitted by Rules 10.6 and 11.5 (*Reduction in number of Vested Shares*); and
- (d) as permitted under any operation of Rule 12 (*Malus and Clawback*).

Where, under Rule 10 (*Leavers*) or Rule 11 (*Takeovers and other corporate events*), an Award would (subject to the satisfaction of any Performance Condition) Vest before the end of the

full period over which performance would be measured under any Performance Condition then, unless provided to the contrary by the Performance Condition, the extent to which the Performance Condition has been satisfied in such circumstances shall be determined by the Committee on such reasonable basis as it decides.

5.3 **Adjustment of Vesting level**

As soon as reasonably practicable after the Vesting of an Award under Rule 5.1, the Committee may adjust (including reducing to nil) the extent to which an Award would (but for this Rule 5.3) Vest, if it considers that:

- (a) such Vesting level does not reflect the underlying financial or non-financial performance over the Vesting Period of the Participant, the Company or Group member that employs the Participant;
 - (b) such Vesting level is not appropriate in the context of circumstances that were unforeseen when any Performance Condition was set;
 - (c) there exists any other reason why an adjustment is appropriate,
- taking into account such factors as the Committee considers relevant.

5.4 **Restrictions on Vesting: regulatory and tax issues**

An Award shall not Vest unless and until the following conditions are satisfied:

- (a) the Vesting of the Award, and the issue or transfer of Shares after such Vesting, would be lawful in all relevant jurisdictions and in compliance with any Dealing Restrictions which apply to the Participant (in which case the Award will be released on the date on which such Dealing Restriction lifts), the Listing Rules, any relevant share dealing code of the Company, the City Code on Takeovers and Mergers and any other relevant UK or overseas regulation or enactment;
- (b) if, on the Vesting of the Award, a Tax Liability would arise by virtue of such Vesting and the Committee decides that such Tax Liability shall not be satisfied by the sale of Shares pursuant to Rule 5.6 (*Payment of Tax Liability*) then the Participant must have entered into arrangements acceptable to the Committee that the relevant Group Member will receive the amount of such Tax Liability;
- (c) where the Committee requires, the Participant has entered into, or agreed to enter into, a valid election under Part 7 of ITEPA (*Employment income: elections to disapply tax charge on restricted securities*) or any similar arrangement in any overseas jurisdiction; and
- (d) where the Award is subject to a Retention Period, the Participant has entered into such arrangements (including entering into any agreement) as required by the Committee in order to comply with the applicable Retention Period, for example, in terms of the Company's Shareholding Requirement.

Notwithstanding the above provisions, where the action or conduct of any Participant, Group Member or business unit is under investigation pursuant to Rule 12 and such investigation has not yet been concluded, the Award will be released on such later date as the Board considers appropriate to allow such investigation to be concluded.

For the purposes of this Rule 5.4, references to Group Member include any former Group Member.

5.5 Tax liability before Vesting

If a Participant will, or is likely to, incur any Tax Liability before the Vesting of an Award then that Participant must enter into arrangements acceptable to any relevant Group Member to ensure that it receives the amount of such Tax Liability. If no such arrangement is made then the Participant shall be deemed to have authorised the Company to sell or procure the sale of sufficient of the Shares subject to their Award on their behalf to ensure that the relevant Group Member receives the amount required to discharge the Tax Liability and the number of Shares subject to their Award shall be reduced accordingly.

For the purposes of this Rule 5.5, references to Group Member include any former Group Member.

5.6 Payment of Tax Liability

The Participant authorises the Company to sell or procure the sale of sufficient Vested Shares on or following the Vesting of their Award on their behalf to ensure that any relevant Group Member or former Group Member receives the amount required to discharge the Tax Liability which arises on Vesting except to the extent that the Committee decides that all or part of the Tax Liability shall be funded in a different manner.

6. CONSEQUENCES OF VESTING

6.1 Options

An Option shall, subject to Rule 7.1 (*Restrictions on the exercise of an Option: regulatory and tax issues*), be exercisable in respect of Vested Shares during the period commencing on the date on which the Option Vests and ending on the day before the tenth anniversary of the Grant Date (or such other period as the Committee shall determine on or before the Grant Date) subject to it lapsing earlier under Rule 10 (*Leavers*) or Rule 11 (*Corporate events*).

6.2 Conditional Awards

On or as soon as reasonably practicable after the Vesting of a Conditional Award, the Committee shall, subject to Rule 5.6 (*Payment of Tax Liability*) and any arrangement made under Rule 5.4(b) (*Restrictions on Vesting: regulatory and tax issues*), transfer or procure the transfer of the Vested Shares to the Participant (or a nominee for them).

6.3 Dividend equivalent

Unless the Committee determines otherwise, a Participant (other than an IFD Material Risk Taker who is not subject to the proportionality principle pursuant to paragraph 4, Article 32 of

the Investment Firm Directive ((EU) 2019/2034)), shall be entitled to cash and/or Shares (as determined by the Committee) of a value determined by reference to the dividends that would have been paid on their Vested Shares in respect of dividend record dates occurring during the period between the Grant Date and the date of Vesting. The Committee shall decide the basis on which the value of such dividends shall be calculated which may assume the reinvestment of dividends.

The Committee, acting fairly and reasonably, may decide to exclude the value of all or part of a special dividend or any other dividend from the amount of the Dividend Equivalent.

The provision of any Dividend Equivalent to the Participant shall be made as soon as practicable after the issue or transfer of Vested Shares (or cash equivalent as relevant) and:

- (a) in the case of a cash payment, shall be subject to such deductions (on account of tax or similar liabilities) as may be required by law or as the Committee may reasonably consider to be necessary or desirable;
- (b) in the case of a provision of Shares, Rule 5.4 (*Restrictions on Vesting: regulatory and tax issues*) and Rule 5.6 (*Payment of Tax Liability*) shall apply as if such provision was the Vesting of an Award.

7. EXERCISE OF OPTIONS

7.1 Restrictions on the exercise of an Option: regulatory and tax issues

An Option which has Vested may not be exercised unless the following conditions are satisfied:

- (a) the exercise of the Option and the issue or transfer of Shares after such exercise would be lawful in all relevant jurisdictions, having obtained any approval required by the FCA, and in compliance with any Dealing Restrictions, the Listing Rules, any relevant share dealing code of the Company, the City Code on Takeovers and Mergers and any other relevant UK or overseas regulation or enactment;
- (b) if, on the exercise of the Option, a Tax Liability would arise by virtue of such exercise and the Committee decides that such Tax Liability shall not be satisfied by the sale of Shares pursuant to Rule 7.4 (*Payment of Tax Liability*) then the Participant must have entered into arrangements acceptable to the Committee that the relevant Group Member shall receive the amount of such Tax Liability;
- (c) where the Committee requires, the Participant has entered into, or agreed to enter into, a valid election under Part 7 of ITEPA (*Employment income: elections to disapply tax charge on restricted securities*) or any similar arrangement in any overseas jurisdiction; and
- (d) where the Option is subject to a Retention Period, the Participant has entered into such arrangements (including entering into any agreement) as required by the Committee in order to comply with the applicable Retention Period.

For the purposes of this Rule 7.1, references to Group Member include any former Group Member.

7.2 Exercise in whole or part

An Option may be exercised in full or in part in respect of the Vested Shares comprised within that Option and the Committee may specify a minimum number of Vested Shares in respect of which an Option may be exercisable in part on any one occasion, at its discretion.

7.3 Method of exercise

The exercise of any Option shall be effected in the form and manner prescribed by the Committee. Unless the Committee, acting fairly and reasonably determines otherwise, any notice of exercise shall, subject to Rule 7.1 (*Restrictions on the exercise of an Option: regulatory and tax issues*), take effect only when the Company receives it, together with payment of any relevant Option Price (or, if the Committee so permits, an undertaking to pay that amount).

7.4 Payment of Tax Liability

The Participant authorises the Company to sell or procure the sale of sufficient Vested Shares on or following the exercise of their Option on their behalf to ensure that any relevant Group Member receives the amount required to discharge any Tax Liability which arises on such exercise except to the extent that the Committee decides that all or part of the Tax Liability shall be funded in a different manner.

7.5 Transfer or allotment timetable

As soon as reasonably practicable after an Option has been exercised, the Company shall, subject to Rule 7.4 (*Payment of Tax Liability*) and any arrangement made under Rule 7.1(b) (*Restrictions on exercise: regulatory and tax issues*), transfer or procure the transfer to them (or a nominee for them) or, if appropriate, allot to them (or a nominee for them) the number of Shares in respect of which the Option has been exercised.

7.6 Lapse of Options

An Option which has become exercisable shall lapse at the end of the Exercise Period to the extent it has not been exercised unless it lapses earlier under Rule 10 (*Leavers*) or Rule 11 (*Corporate events*).

8. CASH ALTERNATIVE

8.1 Committee determination

At any time before Shares pursuant to an Award have been delivered to a Participant, the Committee may determine that, in substitution for their right to acquire such number of Vested Shares as the Committee may decide (but in full and final satisfaction of their right to acquire those Shares), that they shall be paid by way of additional employment income a sum equal to the cash equivalent (as defined in Rule 0) of that number of Shares in accordance with the following provisions of this Rule 8.

8.2 Limitation on the use of this Rule

Rule 8.1 shall not apply in relation to an Award made to a Participant in any jurisdiction where the presence of Rule 8.1 would cause:

- (a) the grant of the Award to be unlawful or for it to fall outside any applicable securities law exclusion or exemption; or
- (b) adverse tax or social security contribution consequences for the Participant or any Group Member as determined by the Committee,

provided that this Rule 8.2 shall only apply if its application would prevent the occurrence of a consequence referred to in (a) or (b) above.

8.3 Cash equivalent

For the purpose of this Rule 8, the cash equivalent of a Share is:

- (a) in the case of a Conditional Award, the market value of a Share on the day when the Award Vests;
- (b) in the case of an Option, the market value of a Share on the day when the Option is exercised, reduced by the Option Price in respect of that Share.

Market value on any day shall be determined as follows:

- (a) if on the day of Vesting or exercise, Shares are quoted in the London Stock Exchange Daily Official List, the middle-market quotation of a Share, as derived from that List, on that day unless the Committee determines otherwise (e.g. a determination to use an averaging period); or
- (b) if Shares are not so quoted, such value of a Share as the Committee reasonably determines.

8.4 Payment of cash equivalent

As soon as reasonably practicable after the Committee has determined under Rule 8.1 that a Participant shall be paid a sum in substitution for their right to acquire any number of Vested Shares:

- (a) the Company shall pay to them or procure the payment to them of that sum in cash; and
- (b) if they have already paid the Company for those Shares, the Company shall return to them the amount so paid by them.

8.5 Deductions

There shall be deducted from any payment under this Rule 8 such amounts (on account of tax or similar liabilities) as may be required by law or as the Committee may reasonably consider to be necessary or desirable.

9. LAPSE OF AWARDS

An Award shall lapse:

- (a) in accordance with the Rules; or
- (b) to the extent it does not Vest under these Rules.

10. LEAVERS

10.1 Good leavers before the Normal Vesting Date – other than death

If a Participant ceases to be a director or employee of a Group Member before the Normal Vesting Date by reason of:

- (a) retirement with the agreement of their employer;
- (b) ill-health, injury or disability evidenced to the satisfaction of the Committee;
- (c) their office or employment being with either a company which ceases to be a Group Member or relating to a business or part of a business which is transferred to a person who is not a Group Member; or
- (d) for any other reason (other than for gross misconduct, in which case the Award will lapse on the date of such cessation), if the Committee so decides, then:
 - (i) subject to Rule 5.4 (*Restrictions on Vesting: regulatory and tax issues*) and Rule 11 (*Takeovers and other corporate events*), their Award shall Vest on the Normal Vesting Date and Rule 10.6 (*Leavers: reduction in number of Vested Shares*) shall apply, and any Retention Period to which the Award is subject shall continue to apply; unless
 - (ii) the Committee decides that, subject to Rule 5.4 (*Restrictions on Vesting: regulatory and tax issues*), their Award shall Vest and, where applicable be released from any Retention Period, on the Early Vesting Date and and Rule 10.6 (*Leavers: reduction in number of Vested Shares*) shall apply; and

an Award in the form of an Option which Vests under (i) or (ii) above may, subject to Rule 7.1 (*Restrictions on exercise*), Rule 10.8 (*Death following cessation of employment*) and Rule 11 (*Takeovers and other corporate events*), be exercised in respect of the Vested Shares within the period of 12 months commencing on the date of Vesting (or, if shorter, until the expiry of the Exercise Period) and, to the extent that the Option is not exercised, it shall lapse at the end of that period. Where the Option is subject to a Retention Period, that Retention Period shall continue to apply to the Shares acquired on vest on that Award, whether the Option is exercised on or after the date of cessation of employment.

10.2 Good leavers on or after the Normal Vesting Date – other than death

If a Participant who holds an Option ceases to be a director or employee of a Group Member on or after the Normal Vesting Date for a reason specified in Rule 10.1 then, subject to Rule 7.1 (*Restrictions on exercise*) and Rule 11 (*Takeovers and other corporate events*), that Option shall continue to be exercisable for a period of 12 months commencing on the date of cessation (or, if shorter, until the expiry of the Exercise Period) and, to the extent that the Option is not exercised, it shall lapse at the end of that period.

Where a Vested Award is subject to a Retention Period, unless the Committee determines otherwise, that Retention Period shall continue to apply to the Shares acquired under the

Award, including on exercise of an Option and whether the Option is exercised on or after the date of cessation of employment.

10.3 **Participant's death before the Normal Vesting Date**

If a Participant ceases to be a director or employee of a Group Member before the Normal Vesting Date by reason of death then:

- (a) subject to Rule 5.4 (*Restrictions on Vesting: regulatory and tax issues*), their Award shall Vest (and, where applicable, be released from any Retention Period) on the Early Vesting Date and Rule 10.6 (*Leavers: reduction in number of Vested Shares*) shall apply; unless
- (b) the Committee decides in exceptional circumstances and subject to Rule 5.4 (*Restrictions on Vesting: regulatory and tax issues*) and Rule 11 (*Takeovers and other corporate events*), that their Award shall Vest on the Normal Vesting Date and Rule 10.6 (*Leavers: reduction in number of Vested Shares*) shall apply, and, unless the Committee determines otherwise, any Retention Period to which the Award is subject shall continue to apply; and

an Award in the form of an Option which Vests under (a) or (b) above may, subject to Rule 7.1 (*Restrictions on exercise*) and Rule 11 (*Takeovers and other corporate events*), be exercised in respect of the Vested Shares within the period of 12 months commencing on the date of Vesting (or, if shorter, until the expiry of the Exercise Period) and, to the extent that the Option is not exercised, it shall lapse at the end of that period.

10.4 **Participant's death on or after the Normal Vesting Date**

If a Participant who holds an Option ceases to be a director or employee of a Group Member on or after the Normal Vesting Date by reason of death then, subject to Rule 7.1 (*Restrictions on exercise*) and Rule 11 (*Takeovers and other corporate events*), that Option shall continue to be exercisable for a period of 12 months commencing on the date of death (or, if shorter, until the expiry of the Exercise Period) and to the extent that the Option is not exercised, it shall lapse at the end of that period.

If a Participant who holds a Vested Award that is subject to a Retention Period ceases to be a director or employee of a Group Member on or after the Normal Vesting Date by reason of death, the Retention Period shall end on the date of death unless the Committee determines otherwise.

10.5 **Cessation of employment in other circumstances**

If a Participant ceases to be a director or employee of a Group Member for any reason other than those specified in Rules 10.1 to 10.4 (*Good leavers*) or gives or receives notice other than in connection with such circumstances then any Award held by them shall lapse immediately on such cessation.

Any Retention Period to which their Vested Awards are subject shall continue to apply, unless the Committee determines otherwise.

10.6 **Leavers: reduction in number of Vested Shares**

Where an Award Vests on or after a Participant ceasing to be a director or employee of a Group Member, the Committee shall determine the number of Vested Shares of that Award by the following steps:

- (a) applying any Performance Condition and any other condition imposed on the Vesting of the Award; and
- (b) applying a pro rata reduction to the number of Shares determined under (a) for an award without Performance Conditions, based on the period of time after the Grant Date and ending on the date of cessation relative to the Vesting Period of the Award and for an award with Performance Conditions, based on the period of time after the start of the Performance Period and ending on the date of cessation relative to the Performance Period of the Award,

unless the Committee, acting fairly and reasonably, decides that the reduction in the number of Vested Shares under Rule (b) is inappropriate in any particular case when it shall increase the number of Vested Shares to such higher number as it decides provided that number does not exceed the number of Shares determined under Rule (a).

If an Award Vests under any of Rules 11.1 to 11.3 when the holder of that Award has ceased to be a director or employee of a Group Member then this Rule 10.6 shall take precedence over Rule 11.5.

10.7 **Meaning of cessation of employment**

A Participant shall not be treated for the purposes of this Rule 10 as ceasing to be a director or employee of a Group Member until such time as they are no longer a director or employee of any Group Member. If any Participant ceases to be such a director or employee before the Vesting of their Award in circumstances where they retain a statutory right to return to work then they shall be treated as not having ceased to be such a director or employee until such time (if at all) as they cease to have such a right to return to work while not acting as an employee or director.

The reason for the termination of office or employment of a Participant shall be determined by reference to Rules 10.1 to 10.5 regardless of whether such termination was lawful or unlawful.

10.8 **Death following cessation of employment**

If a Participant dies following cessation of employment in circumstances where their Award did not lapse but it has not Vested by the time of their death, it shall Vest immediately on their death to the extent determined by reference to the time of cessation in accordance with Rule 10.1(ii).

An Award in the form of an Option that Vests under this Rule may, subject to Rule 7.1 (*Restrictions on exercise*) and Rule 11 (*Takeovers and other corporate events*), be exercised in respect of the Vested Shares within the period of 12 months commencing on the date of

Vesting (or, if shorter, until the expiry of the Exercise Period) and, to the extent that the Option is not exercised, it shall lapse at the end of that period.

10.9 **Post-cessation change in circumstances**

If an Award continues in accordance with Rule 10.1 following a Participant ceasing to hold office or employment with a Group Member, the Committee may:

- (a) require the Participant to confirm, in such form and at such time or times as the Committee may require that, in the period between the date of cessation and the date on which the Award Vests, the Participant has not started employment with, or otherwise rendered services to, any other person;
- (b) make the delivery of any Shares to satisfy the Release of the Award (if it is a Conditional Award) or the exercise of an Award (if it is an Option) conditional on the Participant giving the confirmation referred to in (a) above;
- (c) determine that the Award will lapse if:
 - (i) the Participant does not give the confirmation referred to in (a); or
 - (ii) if the Committee determines that in the period between the date of cessation and the date on which the Award Vests the Participant has started employment with, or otherwise to provide services to, any other person.

11. **TAKEOVERS AND OTHER CORPORATE EVENTS**

11.1 **General offers**

If any person (acting alone or a group of persons acting in concert):

- (a) obtains Control of the Company as a result of making a general offer to acquire Shares;
or
- (b) having obtained Control of the Company makes such an offer to acquire all of the Shares and such offer becomes unconditional in all respects

the Committee shall within 7 days of becoming aware of that event notify every Participant of it and, subject to Rule 11.4 (*Internal reorganisations*), the following provisions shall apply:

- (i) subject to Rule 5.4 (*Restrictions on Vesting: regulatory and tax issues*), all Awards shall Vest on the date of such notification if they have not yet Vested, any Retention Period to which an Award is subject shall cease to apply, and Rule 11.5 (*Corporate events: reduction in number of Vested Shares*) shall apply; and
- (ii) any Option may, subject to Rule 7.1 (*Restrictions on exercise*), be exercised within one month of the date of such notification (or, if shorter, until the expiry of the Exercise Period), but to the extent that an Option is not exercised within that period, that Option shall (regardless of any other provision of the Plan) lapse at the end of that period.

11.2 **Schemes of arrangement and winding up**

In the event that:

- (a) a compromise or arrangement is sanctioned by the Court under section 899 or 901F of the Companies Act 2006 in connection with or for the purposes of a change in Control of the Company; or
- (b) the Company passes a resolution for a voluntary winding up of the Company; or
- (c) an order is made for the compulsory winding up of the Company,

all Awards shall, subject to Rule 5.4 (*Restrictions on Vesting: regulatory and tax issues*) and Rule 11.4 (*Internal reorganisations*), Vest on the date of such event if they have not yet Vested, any Retention Period to which an Award is subject shall cease to apply, and Rule 11.5 (*Corporate events: reduction in number of Vested Shares*) shall apply.

If an event as described in this Rule occurs then an Option may, subject to Rule 7.1 (*Restrictions on exercise*) and Rule 11.4 (*Internal reorganisations*), be exercised within one month of such event (or, if shorter, until the expiry of the Exercise Period), but to the extent that the Option is not exercised within that period, it shall (regardless of any other provision of the Plan) lapse at the end of that period.

11.3 Demergers and similar events

If a demerger, special dividend or other similar event (the "**Relevant Event**") is proposed which, in the opinion of the Committee, would affect the market price of Shares to a material extent, then the Committee may, at its discretion, decide that the following provisions shall apply:

- (a) the Committee shall, as soon as reasonably practicable after deciding to apply these provisions, notify a Participant that, subject to earlier lapse under Rule 10 (*Leavers*), their Award Vests and, if relevant, their Option may, subject to Rule 7.6 (*Lapse of Options*) and Rule 10 (*Leavers*), be exercised on such terms as the Committee may determine and during such period preceding the Relevant Event or on the Relevant Event as the Committee may determine and shall (regardless of any other provision of the Plan) lapse at the end of that period to the extent unexercised;
- (b) if an Award Vests, or an Option is exercised, conditional upon the Relevant Event and such event does not occur then the conditional Vesting or exercise shall not be effective and the Award shall continue to subsist; and
- (c) if the Committee decides that an Award Vests under this Rule 11.3 then the date of that Vesting shall be the Early Vesting Date, any Retention Period to which an Award is subject shall cease to apply, and the provisions of Rule 11.5 (*Corporate events: reduction in number of Vested Shares*) shall apply.

11.4 Internal reorganisations

In the event that:

- (a) a company (the "**Acquiring Company**") is expected to obtain Control of the Company as a result of an offer referred to in Rule 11.1 (*General offers*) or a compromise or arrangement referred to in Rule 11.2(a) (*Schemes of arrangement and winding up*); and
- (b) at least 75% of the shares in the Acquiring Company are expected to be held by substantially the same persons who immediately before the obtaining of Control of the Company were shareholders in the Company; or
- (c) the Committee decides that the change of Control is a merger,

then the Committee, with the consent of the Acquiring Company, may decide before the obtaining of such Control that an Award shall not Vest under Rule 11.1 or Rule 11.2 but shall be automatically surrendered in consideration for the grant of a new award which the Committee determines is equivalent to the Award (including as to any Performance Condition) it replaces except that it will be over shares in the Acquiring Company or some other company.

The Rules will apply to any new award granted under this Rule 11.4 as if references to Shares were references to shares over which the new award is granted and references to the Company were references to the company whose shares are subject to the new award.

11.5 Corporate events: reduction in number of Vested Shares

If an Award Vests under any of Rules 11.1 to 11.3, the Committee shall determine the number of Vested Shares of that Award by the following steps:

- (a) applying any Performance Condition and any other condition imposed on the Vesting of the Award; and
- (b) subject to Rule 10.6 (*Leavers: reduction in number of Vested Shares*), by applying a pro rata reduction to the number of Shares determined under Rule 11.5(a) for an award without Performance Conditions, based on the period starting on the Grant Date and ending on the Early Vesting Date relative to the Vesting Period of the Award and for an award with Performance Conditions, based on the period from the start of the Performance Period to the date of cessation relative to the Performance Period of the Award,

unless the Committee, acting fairly and reasonably, decides that the reduction in the number of Vested Shares under this Rule 11.5(b) is inappropriate in any particular case when it shall increase the number of Vested Shares to such higher number as it decides provided that number does not exceed the number of Shares determined under Rule 11.5(a).

12. MALUS AND CLAWBACK

12.1 Application of malus and Clawback

Notwithstanding any other Rule, this Rule 12 applies to each Award and will continue to apply after the cessation of a Participant's office or employment with a Group Member for any reason, whether or not any termination is lawful.

12.2 Malus and Clawback

The Committee may, where Rule 12.3 applies and at any time during the Recovery Period :

- (a) reduce (including, if appropriate, reducing to zero) any of the following elements of the remuneration of the individual to whom the Award was granted (the “**relevant individual**”):
 - (i) the number of Shares to which an Award relates;
 - (ii) in relation to Awards which are Options comprised of Vested Shares not yet acquired, the number of such Vested Shares subject to such Award;
- (b) if Shares and/or cash have been delivered in satisfaction of an Award:
 - (i) require the relevant individual to make a cash payment, as determined pursuant to Rule 12.4, to such Group Member as the Committee may direct in respect of some or all of the Shares or cash delivered to them under the Award; or
 - (ii) require the relevant individual to transfer for nil consideration some or all of the Shares delivered to them under the Award, as determined pursuant to Rule 12.4;

and the Committee will determine the terms of such repayment or transfer (including, but without limitation, that the relevant amount is to be deducted from the relevant individual's salary or from any other payment to be made to the relevant individual by any Group Member); or

- (c) impose further conditions on an Award.

Any reduction made pursuant to Rule 12.2(a) shall take effect at such time as the Committee decides.

12.3 **Triggers applicable throughout the Recovery Period**

- (a) The Committee may take any of the actions set out in Rule 12.2(a) if it determines that any of the following circumstances have occurred or exist before the end of the Recovery Period:
 - (i) there is reasonable evidence of employee misbehaviour or material error; or
 - (ii) the Company or a relevant business unit suffers a material downturn in financial performance.
- (b) The Committee may take any of the actions set out in Rule 12.2 if it determines that any of the following circumstances have occurred or exist before the end of the Recovery Period:
 - (i) the Committee forms the view that the Company materially misstated its financial results for whatever reason and that such misstatement resulted, either directly or indirectly, in that Award (i) being granted over a greater number of Shares, and/or (ii) Vesting to a greater degree than would have been the case had that misstatement not been made;

- (ii) the Committee forms the view that in assessing any condition set in connection with the Award such assessment was based on an error, or on inaccurate or misleading information or assumptions and that such error, information or assumptions resulted either directly or indirectly in that Award (i) being granted over a greater number of Shares, and/or (ii) Vesting to a greater degree than would have been the case had that error not been made;
- (iii) the Committee forms the view that there has been substantial failure of risk management;
- (iv) the Committee forms the view that there has been serious reputational damage to the Company, any Group Member or a relevant business unit;
- (v) the Committee forms the view that there has been a material corporate failure in the Company, any Group Member or any business unit;
- (vi) the Committee forms the view that the relevant individual is not considered to be fit and proper to perform their role;
- (vii) serious misconduct or material error on the part of the relevant individual ;
- (viii) the Committee forms the view that an individual participated in or was responsible for fraud or other conduct or severe negligence which resulted in significant losses to the Group;
- (ix) the Committee determines there has been a significant increase in the economic or regulatory capital base of the Company, the Group Member that employs the relevant individual or relevant business unit;
- (x) regulatory sanctions have been imposed on the Company or any member of the Group and the conduct of the relevant individual materially contributed to such regulatory sanction; or
- (xi) any other event arises which the Committee considers to be similar in their nature or effect to those in this Rule 12.3(b).

12.4 Amount to be subject to recovery

Where Rule 12.3 applies the Committee will determine the basis on which the amount of cash to be repaid or the number of Shares to be transferred is calculated and whether that amount should take into account any income tax and national insurance contributions paid by the relevant individual and any possibility of them reclaiming such income tax and national insurance contributions. Where Rules 12.3(b)(i) and 12.3(b)(ii) apply, the amount subject to recovery shall be all or part of the additional value which the Committee considers has been received by the relevant individual as referred to in those Rules.

12.5 Cross-clawback

The Committee may take any of the actions set out in Rule 12.1 in order to effect the recovery of sums paid or Shares delivered under any malus or clawback provisions that are included in any incentive plan (including the Plan) operated by any Group Member.

12.6 Other provisions relating to malus and clawback

If the action or conduct of any Participant, Group Member or relevant business unit is under investigation by the Company, or the Company has been notified by a third party that an investigation into such action or conduct has begun, before the end of the Recovery Period and such investigation has not been or is not expected to be concluded by that date, the Committee may extend the Recovery Period to end on such later date as the Committee considers appropriate to allow such investigation to be concluded.

For the purposes of this Rule 12, references to:

- (a) a Participant includes former Participants; and
- (b) a Group Member or relevant business unit includes any former Group Member or former business unit.

13. ADJUSTMENT OF AWARDS

13.1 General rule

In the event of:

- (a) any variation of the share capital of the Company; or
- (b) a demerger, delisting, special dividend or other similar event which may, in the opinion of the Committee, affect the current or future value of the Shares,

the Committee may make such adjustments to an Award as it considers appropriate under Rule 13.2 (*Method of adjustment*).

13.2 Method of adjustment

An adjustment made under this Rule shall be to one or more of the following:

- (a) the number of Shares comprised in an Award;
- (b) subject to Rule 13.3 (*Adjustment below nominal value*), the Option Price; and
- (c) where any Award has Vested or Option has been exercised but no Shares have been transferred or allotted after such Vesting or exercise, the number of Shares which may be so transferred or allotted and (if relevant) the price at which they may be acquired.

13.3 Adjustment below nominal value

An adjustment under Rule 13.2 may have the effect of reducing the price at which Shares may be subscribed for on the exercise of an Option to less than their nominal value, but only if and to the extent that the Committee is authorised:

- (a) to capitalise from the reserves of the Company a sum equal to the amount by which the nominal value of the Shares in respect of which the Option is exercised and which are to be allotted after such exercise exceeds the price at which the Shares may be subscribed for; and
- (b) to apply that sum in paying up such amount on such Shares

so that on exercise of any Option in respect of which such a reduction shall have been made the Committee shall capitalise that sum (if any) and apply it in paying up that amount.

14. ALTERATIONS

14.1 General rule on alterations

Except as described in Rule 14.2 (*Shareholder approval*) and Rule 14.4 (*Alterations to disadvantage of Participants*) the Committee may at any time alter the Plan or the terms of any Award. In addition, no amendment will be made under this Rule 14 if such amendment would prevent the Plan from being an employees' share scheme within the meaning of section 1166 of the Companies Act 2006.

14.2 Shareholder approval

Except as described in Rule 14.3 (*Exceptions to shareholder approval*), no alteration to the advantage of an individual to whom an Award has been or may be granted shall be made under Rule 14.1 to the provisions concerning:

- (a) eligibility;
- (b) the individual limits on participation;
- (c) the overall limits on the issue of Shares or the transfer of treasury Shares;
- (d) the basis for determining a Participant's entitlement to, and the terms of, Shares or cash provided under the Plan;
- (e) the adjustments that may be made in the event of any variation of capital; and
- (f) the terms of this Rule 14.2,

without the prior approval by ordinary resolution of the shareholders of the Company in a general meeting.

14.3 Exceptions to shareholder approval

Rule 14.2 (*Shareholder approval*) shall not apply to:

- (a) any minor alteration to benefit the administration of the Plan, to take account of a change in legislation or to obtain or maintain favourable tax, exchange control or regulatory treatment for Participants or any Group Member, eligible person or Participant; or
- (b) any alteration relating to the Performance Condition made under Rule 14.6.

14.4 Alterations to disadvantage of Participants

No alteration to the material disadvantage of Participants in relation to subsisting Awards (other than a change to any Performance Condition) shall be made under Rule 14.1 unless:

- (a) the Committee shall have invited every relevant Participant to indicate whether or not they approve the alteration; and
- (b) the alteration is approved by a majority of those Participants who have given such an indication.

14.5 Alterations with respect to Participants in overseas territories

The Committee may establish further schedules to the Plan for overseas territories. Any such schedule will be similar to the Plan but may modify the Plan to take account of local tax, exchange control or securities laws. Any Award granted under any such schedule must be treated as counting against the limits set out in Rule 4.

14.6 Alterations to a Performance Condition

The Committee may amend any Performance Condition without prior shareholder approval on such basis as it considers appropriate if:

- (a) an event has occurred which causes the Committee reasonably to consider that it would be appropriate to amend the Performance Condition;
- (b) unless the Committee determines otherwise, the altered Performance Condition will, in the reasonable opinion of the Committee, be not materially less difficult to satisfy than the unaltered Performance Condition would have been but for the event in question; and
- (c) the Committee shall act fairly and reasonably in making the alteration.

15. MISCELLANEOUS

15.1 Termination of the Plan

The Plan will terminate upon [●] 2033, or at any earlier time by the passing of a resolution by the Committee or an ordinary resolution of the Company in a general meeting. Termination of the Plan will be without prejudice to the existing rights of Participants.

15.2 Employment

The rights and obligations of any individual under the terms of their office or employment with any Group Member shall not be affected by their participation in the Plan or any right which they may have to participate in it. An individual who participates in the Plan waives any and all rights to compensation or damages in consequence of the termination of their office or employment for any reason whatsoever insofar as those rights arise or may arise from them ceasing to have rights under an Award as a result of such termination. Participation in the Plan shall not confer a right to continued employment upon any individual who participates in it.

The grant of any Award does not imply that any further Award will be granted nor that a Participant has any right to receive any further Award.

15.3 **Administration of the Plan and disputes**

The Plan will be administered by the Committee, which shall have full authority to administer the Plan, including authority to interpret and construe any provision of the Plan and to adopt regulations for the administration of the Plan.

In the event of any dispute or disagreement as to the interpretation of the Plan, or as to any question or right arising from or relating to the Plan, the decision of the Committee shall be final and binding upon all persons.

15.4 **Exercise of powers and discretions**

The exercise of any power or discretion by the Committee shall not be open to question by any person and a Participant or former Participant shall have no rights in relation to the exercise of or omission to exercise any such power or discretion.

15.5 **Share rights**

All Shares allotted or transferred from treasury under the Plan shall rank equally in all respects with Shares then in issue except that they will not rank for any voting, dividend or other rights attaching to such Shares by reference to a record date before the date of the allotment.

Where Vested Shares are transferred to Participants (or their nominee), Participants shall be entitled to all rights attaching to such Shares by reference to a record date on or after the date of such transfer or release of such restrictions.

15.6 **Notices**

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

- (a) by personal delivery or by post, in the case of a company to its registered office (for the attention of the company secretary), and in the case of an individual to their last known address, or, where they are a director or employee of a Group Member, either to their last known address or to the address of the place of business at which they perform the whole or substantially the whole of the duties of their office or employment;
- (b) in an electronic communication to their usual business address or such other address for the time being notified for that purpose to the person giving the notice; or
- (c) by such other method as the Committee determines.

Where a notice or other communication is given by post, it will be deemed to have been received 72 hours after it was put into the post properly addressed and stamped, and if by electronic means, when the sender received electronic confirmation of delivery or if not available, 24 hours after sending the notice.

15.7 **Third parties**

No third party other than a Group Member will have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Plan (without prejudice to any right of a third party that exists other than under that Act).

15.8 Benefits not pensionable

Benefits provided under the Plan shall not be pensionable.

15.9 Participant relocated abroad

Notwithstanding Rule 5.1, if it is proposed that a Participant, while continuing to be employed by a Group Member, should work in a country other than the country in which they are currently working and, by reason of the change, the Participant would:

- (a) suffer less favourable tax treatment in respect of their Awards; or
- (b) become subject to a restriction on their ability to exercise an Option, to have transferred to them the Shares subject to an Award or to hold or deal in such Shares or the proceeds of sale of such Shares

their Awards may, at the discretion of the Committee, Vest immediately. Subject to Rule 7.6, where the Vested Award is an Option, the Participant may exercise their Option at any time during the period beginning three months before the proposed date of their transfer and ending three months after the date of their actual transfer. If not so exercised, the Option shall not lapse but shall cease to be treated as having Vested and shall continue in force in accordance with the rules of the Plan.

15.10 Data Protection

The personal data of any eligible employee, Participant or former Participant may be processed in connection with the operation of the Plan in accordance with the Group's prevailing data protection policy and as notified to eligible employees pursuant to a privacy notice or otherwise. If an eligible employee, Participant or former Participant is employed outside the European Economic Area and outside the United Kingdom and consent is needed for processing of their personal data in connection with the operation of the Plan, by participating in the Plan, they consent to such processing of their personal data.

15.11 Governing law

The Plan and all Awards shall be governed by and construed in accordance with the law of England and Wales and the Courts of England and Wales have exclusive jurisdiction to hear any dispute.

SCHEDULE 1

PHANTOM CASH BASED AWARDS²

The Rules of the IG Group Long Term Incentive Plan shall apply to a right (a "**Phantom Conditional Award**") to receive a cash sum granted or to be granted under this Schedule as if it was a Conditional Award, except as set out in this Schedule. Where there is any conflict between the Rules and this Schedule, the terms of this Schedule shall prevail.

1. The Committee may grant or procure the grant of a Phantom Conditional Award.
2. Each Phantom Conditional Award shall relate to a given number of notional Shares.
3. On the Vesting of the Phantom Conditional Award the holder of that Award shall be entitled to a cash sum which shall be equal to the "Cash Value" of the notional Vested Shares, where the Cash Value of a notional Share is the market value of a Share on the date of Vesting of the Phantom Conditional Award. For the purposes of this Schedule, the market value of a Share on any day shall be determined in accordance with Rule 0 (*Cash equivalent*).
4. The cash sum payable under paragraph 3 above shall be paid by the employer of the Participant as soon as practicable after the Vesting of the Phantom Conditional Award, net of any deductions (on account of tax or similar liabilities) as may be required by law.
5. For the avoidance of doubt, a Phantom Conditional Award shall not confer any right on the holder of such an Award to receive Shares or any interest in Shares.

² This Schedule provides for the grant of awards over a notional number of Shares. To the extent the Award Vests it may only be cash settled. This Schedule may be useful where local laws frustrate the grant of share settled awards.

SCHEDULE 2

[US SCHEDULE TO BE INSERTED]