

RULES OF THE COMPUTACENTER SHARE PLAN 2025

Dated [●] 2025

COMPUTACENTER PLC

Shareholders' Approval: [date] 2025

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Rules of the Computacenter Share Plan 2025

1 Definitions

1.1 Definitions

In these rules:

“Acquiring Company” means, subject to rule 8.4 (Exchange of Awards on a sale of employer), a person who has or obtains Control of the Company;

“Award” means, subject to rule 2.8 (Other forms of Award), a Conditional Award or an Option;

“Award Date” means the date on which the Award is granted;

“Change of Control” means:

- (a) a person (or a group of persons acting in concert) either: (i) obtaining Control of the Company as a result of a general offer to acquire Shares becoming or being declared wholly unconditional; or (ii) having, or having obtained, Control of the Company, making a general offer to acquire Shares and (if applicable) such general offer becoming wholly unconditional;
- (b) a court sanctioning a compromise or arrangement under Section 895 of the Companies Act 2006 pursuant to which a person (or group of persons acting in concert) obtain or will obtain Control of the Company; or
- (c) if the Directors, in their discretion so decide, a person (or a group of persons acting in concert) obtaining Control of the Company in any other way;

“Clawback Period” means, subject to rule 5.5 (Delay to Vesting), the period during which the Directors can decide under rule 6.2 (Clawback) that clawback will apply, which, unless the Directors decide otherwise under rule 2.3 (Terms of Awards), will run from the date on which the Award Vests until the fifth anniversary of the Award Date or to such later date as is provided in accordance with any applicable Clawback Terms;

“Clawback Terms” means any policy operated by any Member of the Group or any contractual terms between a Participant operated by any Member of the Group, in each case as in force from time to time, which provide for the operation of malus or clawback or similar;

“Company” means Computacenter plc, a public limited company incorporated in England and Wales whose registered office is Hatfield Avenue, Hatfield, Hertfordshire, AL10 9TW and whose company number is 03110569;

“Condition” means a condition set for an Award under rule 2.4 (Conditions);

“Conditional Award” means a conditional right to acquire Shares granted under the Plan;

“Control” has the meaning given in Section 995 of the Income Tax Act 2007;

“Dealing Restriction” means any restriction on dealing in securities imposed by regulation, statute, order, directive or any code adopted by the Company as varied from time to time;

“Directors” means, subject to rule 9.7 (Directors), the board of directors of the Company or a duly authorised person or group of persons;

“Directors’ Remuneration Policy” means the shareholder approved directors’ remuneration policy of the Company from time to time in force;

“Dividend Equivalent” means a right to receive an amount in respect of dividends on Shares subject to an Award, as described in rule 5.8 (Dividend Equivalents);

“Employee” means any individual who is employed by a Member of the Group, including an executive director of the Company;

“Final Exercise Date” means the 10th anniversary of the date on which an Option is granted or an earlier date set under rule 2.3 (Terms of Awards), provided that for Options granted to US Taxpayers under Schedule 4 (US Taxpayers), the Final Exercise Date will be 31 December of the year in which the Option Vests;

“Grantor” means, in respect of an Award, the entity which grants that Award under the Plan;

“Holding Period” means a period during which a Holding Requirement applies;

“Holding Requirement” means a requirement that:

- (a) an Award be subject to a delay in Vesting or such other terms during the Holding Period as described in Schedule 1 (Holding Requirement through deferral); or
- (b) Shares issued or transferred on Vesting or exercise of an Award be held by or for the Participant for the Holding Period on the basis set out in Schedule 2 (Holding Requirement through Holding Shares);

“Member of the Group” means:

- (a) the Company;
- (b) its Subsidiaries from time to time; or
- (c) any other company which is associated with the Company and is so designated by the Directors;¹

“Normal Vesting Date” means the date set by the Directors for Vesting of an Award under rule 2.3 (Terms of Awards);

“Option” means a right to acquire Shares granted under the Plan;

“Option Price” means the amount payable on the exercise of an Option, which may be zero, as specified under rule 2.3 (Terms of Awards);

“Participant” means a person holding (or who previously held) an Award or their personal representatives;

“Performance Period” means the period in respect of which a Condition is to be satisfied;

“Plan” means these rules known as “The Computacenter Share Plan 2025”, as changed from time to time;

“Recruitment Award” means any Award granted in connection with an Employee commencing employment with any Member of the Group, whether being granted to replace

¹ Note to reader: if proposing to grant to any individuals falling within limb (c) – please first seek prior legal advice as the operation of the Plan may need to be modified in light of legal constraints (i.e., in particular, the exemption for an “employees’ share scheme” from the financial assistance rules under the Companies Act).

awards which lapse as a result of the Employee leaving their former employment or otherwise;

“Shares” means fully paid ordinary shares in the capital of the Company (or any depositary receipts representing the same under any depositary receipt programme or similar operated by the Company from time to time);

“Subsidiary” means a company which is a subsidiary of the Company within the meaning of Section 1159 of the Companies Act 2006;

“US Code Section 409A” means Section 409A of the United States Internal Revenue Code of 1986, as amended from time to time, including any amendments or successor provisions to that Section and any regulations and other administrative guidance thereunder, in each case as they, from time to time, may be amended or interpreted through further administrative guidance;

“US Taxpayer” means a Participant who is a citizen or tax resident of the United States of America and/or whose Award or any part of it is or becomes subject to taxation under the laws of the United States of America; and

“Vesting” means, in relation to an Option, an Option becoming exercisable and, in relation to a Conditional Award, means a Participant becoming entitled to have the Shares issued or transferred to them on the timeframe described in rule 5.6 (Consequences of Vesting for Conditional Awards) and **“Vest”**, **“Vested”**, and **“Unvested”** have a corresponding meaning.

1.2 Interpretation

In this Plan, unless otherwise specified:

- 1.2.1 the headings are for reference purposes only and are not to be used in construing the meaning of the Plan;
- 1.2.2 a reference to legislation, an agreement or other document is to the legislation, agreement or document as amended or substituted and, in the case of legislation, to any legislation re-enacted or a regulation or statutory instrument issued under it;
- 1.2.3 words in the singular include the plural and vice versa;
- 1.2.4 to the extent permitted by law, a reference to writing includes any visible means of reproducing words in a tangible form, including electronic communication;
- 1.2.5 reference to a “person” includes a body corporate;
- 1.2.6 the term “including” (or similar) shall mean “including, without any limitation whatsoever and without prejudice to the generality of the foregoing”;
- 1.2.7 a provision obliging, or permitting, a 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;
- 1.2.8 a provision permitting a person to do any thing shall not be read as obliging the person to do that thing; and
- 1.2.9 a reference in any rule to that rule being subject to these rules, subject to another rule or subject to any rule of interpretation, shall not be read as meaning that any other rule that does not include such reference is not so subject.

2 Granting Awards

2.1 Eligibility

2.1.1 The Directors may select any Employee or former Employee for the grant of an Award on such basis as the Directors may determine. However, unless the Directors consider that special circumstances exist, an Award may not be granted to an Employee who on the Award Date has given or received notice of termination of employment, whether or not such termination is lawful.

2.1.2 In the event that the Directors specify any criteria for the making of the determination in rule 2.1.1, the Directors may:

- (i) alter the terms of such criteria if, following them being set, anything happens which causes the Directors to consider that it is appropriate to do so, including to ensure that such criteria continue to provide an assessment on a basis consistent with that intended in setting the original criteria; and
- (ii) determine that the number of Shares over which an Award will be granted shall (notwithstanding the extent to which such criteria are met) be larger or smaller than the number that would have been determined by reference to such criteria (including reducing the number of Shares to nil, such that no Award shall be granted), if the Directors determine that it is appropriate to do so.

2.2 Timing of Award

Awards may only be granted to an executive director:

2.2.1 within 42 days starting on any of the following:

- (i) the announcement of the Company's results for any period;
- (ii) the date of shareholder approval of the Plan;
- (iii) the date of any shareholder approval of the Directors' Remuneration Policy; or
- (iv) the date of the Company's annual general meeting or any general meeting;

2.2.2 as soon as practicable following: (i) the lifting of Dealing Restrictions which prevented the granting of Awards during any period specified above; or (ii) any day on which changes to the legislation or regulations affecting share plans are announced, effected or made;

2.2.3 in the case of a Recruitment Award, as soon as practicable following the start of the relevant employment with any Member of the Group; or

2.2.4 at any other time at which the Directors resolve that exceptional circumstances exist which justify the grant of Awards.

2.3 Terms of Awards

The Directors will determine the terms of each Award, including:

2.3.1 whether the Award is a Conditional Award or an Option or in any other form as referred to in rule 2.8 (Other forms of Award);

- 2.3.2 the number of Shares subject to the Award or the basis on which the number of Shares subject to the Award will be calculated;
- 2.3.3 the Award Date;
- 2.3.4 the Normal Vesting Date (or, if applicable, the Normal Vesting Dates and the proportion of the Award that shall be capable of vesting on each);
- 2.3.5 any Condition specified under rule 2.4 (Conditions) and, if so, its details and the applicable Performance Period;
- 2.3.6 whether the Award is subject to a Holding Requirement and, if so, the Holding Period;
- 2.3.7 whether the Award carries a Dividend Equivalent and, if so, the basis on which it will be calculated, as described in rule 5.8 (Dividend Equivalents);
- 2.3.8 the Clawback Period (if any); and
- 2.3.9 for an Option, the Option Price (which may be nil) and (if relevant) the Final Exercise Date.

2.4 Conditions

- 2.4.1 When granting an Award, the Directors may, subject to rule 2.5 (Executive directors), make its Vesting conditional on the satisfaction of one or more Conditions which may or may not be linked to the performance of the Company, the Participant, or the Member of the Group in whose business unit the Participant works.
- 2.4.2 A Condition may also be structured as a defined or discretionary underpin.
- 2.4.3 The Directors may waive or change a Condition:
 - (i) in accordance with its terms; or
 - (ii) if anything happens which causes the Directors to consider it appropriate to do so, provided that the terms of the revised Condition are not, in the opinion of the Directors, materially less challenging in the circumstances, taking account of the intervening thing that happens, than was intended when originally granting the Award.

2.5 Executive directors

In the case of an Award granted to an executive director of the Company:

- 2.5.1 the basis for the grant of the Award, and the terms of the Award (including the applicable vesting period and the terms of any applicable Condition or Holding Period) must comply with the Directors' Remuneration Policy; and
- 2.5.2 the Award shall be subject to the limits set out at rule 3.1 (Individual limits for executive directors).

2.6 US Taxpayers

- 2.6.1 The provisions of Schedule 4 (US Taxpayers) shall apply to an Award granted to (or to be granted to) a US Taxpayer.
- 2.6.2 In the event a Participant is or after the grant of an Award becomes a US Taxpayer, the Directors may make such amendments to the terms of the Award, on a retrospective basis as required, as it sees necessary or desirable to avoid or limit the

application of any additional or accelerated taxation, including adverse tax consequences under US Code Section 409A.

2.7 French taxpayers

The provision of Schedule 5 (French Sub-Plan) will apply to Participants in the Plan who are or may become subject to French taxation (i.e., income tax and/or social security contributions) on the Awards granted under the Plan, provided that the documentation evidencing the grant of such Award refers to Schedule 5 (French Sub-Plan).

2.8 Other forms of Award

The Directors may determine that Awards may be granted under the Plan: (i) by Shares being held by, or for the benefit of, Participants, subject to the terms of the Plan and to forfeiture in the event of the Award lapsing or not Vesting (being a “forfeitable share award”); and/or (ii) in such other form as the Directors may determine (which may include cash awards or a “stock appreciation right”). If the Directors so determine, the Directors shall determine the terms of and how the Plan shall operate in respect of such Awards, such terms being not inconsistent with the rules of the Plan (which, as necessary, will be read accordingly) and may add further rules or schedules to these rules as they consider necessary.

2.9 Grant process

2.9.1 An Award will be granted by the Company or, if the Directors so determine, any other Member of the Group.

2.9.2 A Conditional Award or Option will normally be granted by deed.

2.9.3 The Directors may determine that a Participant is required to accept the terms of their Award. In such case, unless the Directors determine otherwise, if the Participant does not accept the terms of their Award it shall not be capable of Vesting and the Directors may determine that the Award shall lapse in full.

2.9.4 Each Participant will be notified of the terms of their Award (as determined under rule 2.3 (Terms of Awards)) as soon as practicable after the grant.

2.9.5 A Participant is not required to pay for the grant of any Award.

2.10 Administrative errors

2.10.1 If the grant of an Award would be inconsistent with rule 2.1 (Eligibility), it will have no effect (and so shall be treated as lapsing immediately).

2.10.2 If the grant of an Award would be inconsistent with rules 3.1 (Individual limits for executive directors), 3.2 (Plan limits – 10 per cent) or 3.3 (Plan limits – 5 per cent), the Award will be limited and will take effect from the date it is granted on a basis consistent with those rules.

2.10.3 If the Directors determine that an Award is granted in or subject to an error, the Directors may determine that the Award shall lapse or that its terms or the number of Shares subject to the Award shall be adjusted on such basis as the Directors determine to correct such error.

3 Plan limits

3.1 Individual limits for executive directors

- 3.1.1 An Award must not be granted to an executive director if it would, at the proposed Award Date, cause the market value of Shares subject to Awards granted to the executive director in respect of that financial year under the Plan to exceed any limit set out in the Directors' Remuneration Policy from time to time.
- 3.1.2 The limit in rule 3.1.1 does not apply to the grant of a Recruitment Award.
- 3.1.3 For these purposes, market value may be determined on such basis as is determined by the Directors, which may be by reference to share price averaged over a period as specified by the Directors and, for Options (apart from those with a nil Option Price), may be taken to be the economic value of the Options as calculated by the Directors.
- 3.1.4 Rights to dividends and dividend equivalents are ignored when calculating this limit.

3.2 Plan limits – 10 per cent

An Award must not be granted if the number of Shares committed to be issued under that Award would exceed 10 per cent of the ordinary share capital of the Company in issue immediately before that day, when added to the number of Shares which have been issued, or committed to be issued, to satisfy Awards under the Plan, or options or awards under any other employee share plan adopted by the Company, granted in the previous 10 years.

3.3 Plan limits – 5 per cent

An Award must not be granted if the number of Shares committed to be issued under that Award would exceed 5 per cent of the ordinary share capital of the Company in issue immediately before that day, when added to the number of Shares which have been issued, or committed to be issued, to satisfy Awards under the Plan, or options or awards under any other discretionary employee share plan adopted by the Company, granted in the previous 10 years.

3.4 Scope of Plan limits

For the purposes of determining the limits in rules 3.2 (Plan limits – 10 per cent) and 3.3 (Plan limits – 5 per cent), the following are ignored:

- 3.4.1 any Awards which have lapsed;
- 3.4.2 Shares receivable under a Dividend Equivalent (or otherwise in respect of any dividend);
- 3.4.3 the number of Shares subject to an Award in respect of which the Directors have determined shall be satisfied otherwise than by the issue of Shares; and
- 3.4.4 for the purpose of rule 3.3 (Plan limits – 5 per cent) (only), any Awards which the Directors determine to have been granted on an all-employee or similar basis.

As long as so required by the applicable institutional investor guidance, shares transferred from treasury are counted as part of the ordinary share capital of the Company, and as shares issued by the Company.

3.5 Listing Rules

No Shares will be issued under the Plan if it would cause UK Listing Rule 6.2.22 (shares in public hands) to be breached.

4 Before Vesting

4.1 Rights

A Participant is not entitled to vote, to receive dividends or to have any other rights of a shareholder in respect of Shares subject to an Award until the Shares are issued or transferred to the Participant. In the event that an Award is granted under rule 2.8 (Other forms of Award), the terms on which the Award is granted shall specify the Participant's rights in this regard.

4.2 Transfer

A Participant may not transfer, assign or otherwise dispose of, or grant any security or other rights over, an Award or any rights in respect of it. Unless the Directors determine otherwise, an Award will immediately lapse if the Participant does so, whether voluntarily or involuntarily, is deprived of the beneficial ownership of an Award, or becomes bankrupt. This rule 4.2 does not apply:

- 4.2.1 to the transmission of an Award on the death of a Participant to the personal representatives; or
- 4.2.2 to the assignment of an Award with the prior consent of the Directors, subject to any terms and conditions the Directors impose.

4.3 Adjustment of Awards

4.3.1 If there is:

- (i) a variation in the equity share capital of the Company, including a capitalisation or rights issue, sub-division, consolidation or reduction of share capital;
- (ii) a demerger (in whatever form) or exempt distribution by virtue of Section 1075 of the Corporation Tax Act 2010;
- (iii) a special dividend or distribution; or
- (iv) any other corporate event which in the Directors' opinion might affect the current or future value of any Award,

the Directors may adjust the number of Shares subject to the Award, the method of calculating Dividend Equivalents and/or, in the case of an Option, the Option Price. No adjustment may be made to an Award in respect of a special dividend or distribution which counts towards a Dividend Equivalent for that Award.

4.3.2 If, as a result of the adjustment, the Option Price is less than the nominal value of a Share, the Directors may capitalise reserves at the time of the adjustment on the basis described in rule 5.11 (Issuing Shares for less than nominal value).

4.3.3 No adjustments to the number or class of Shares or securities comprised in an Award is made pursuant to rule 4.3.1 to the extent that it contravenes or otherwise results in adverse tax consequences under US Code Section 409A.

5 Vesting

5.1 Determining Vesting

If an Award is subject to a Condition, as soon as reasonably practicable after the end of the Performance Period, the Directors will determine the number of Shares in respect of which an Award will, subject to rule 5.4 (Discretion to adjust Vesting), be capable of Vesting based on the extent to which the Directors determine that the Condition has been satisfied.

5.2 Timing of Vesting

Subject to rules 5.3 (Dealing Restrictions), 5.5 (Delay to Vesting) and 6 (Malus and clawback) and any Holding Requirement, an Award (or the relevant part of an Award) will Vest on the later of:

5.2.1 the date on which the Directors make the determination under rule 5.1 (Determining Vesting) (or any other date the Directors set for Vesting when making such determination); and

5.2.2 the Normal Vesting Date,

and will lapse to the extent it does not Vest.

5.3 Dealing Restrictions

A Conditional Award will not Vest unless, and Vesting will be delayed until, the Vesting (and any action which in the opinion of the Directors is required to give effect to such Vesting, including the delivery of Shares and/or the sale of such Shares to cover tax/social security) is not prevented by a Dealing Restriction.

5.4 Discretion to adjust Vesting

5.4.1 Notwithstanding any other provision of these rules (and without limiting rule 6 (Malus and clawback)), the Directors may adjust upwards or downwards (including to nil) the number of Shares in respect of which an Award may Vest under any rule if, in their discretion, they determine that it is appropriate to do so.

5.4.2 Without prejudice to the generality of the Directors' discretions under this rule 5.4, and without any limitation whatsoever, in considering the exercise of such discretions, the factors which the Directors may, but shall not be obliged to, take into account may include:

(i) the Vesting level does not reflect the underlying financial or non-financial performance of the Participant or the Group over the Performance Period (in the case of an Award that is subject to a Performance Condition) or the period from the Award Date to the date of Vesting notified under rule 2.3.4 (in the case of an Award that is not subject to a Performance Condition);

(ii) the Vesting level is not appropriate in the context of circumstances that were unexpected or unforeseen at the Award Date;

(iii) any event that has affected the Participant or the Company or any Member of the Group; or

(iv) there exists any other reason why an adjustment is appropriate.

5.5 Delay to Vesting

5.5.1 Notwithstanding any other provision of these rules (and without limiting rule 6 (Malus and clawback)), the Directors may delay:

- (i) the Vesting of an Award under any rule;
- (ii) the issue or transfer of Shares or payment of cash pursuant to an Award which Vests;
- (iii) the ability for a Participant to exercise an Option;
- (iv) the expiry of a Holding Period; and/or
- (v) the expiry of the Clawback Period,

if the Directors determine that it is appropriate to do so.

5.5.2 Without prejudice to the generality of the Directors' discretion, and without any limitation whatsoever, the circumstances in which the Directors may (but shall not be obliged to) consider doing so include where, on the date on which such event would otherwise occur, there is an ongoing investigation or other procedure to determine whether the Award should be subject to adjustment in accordance with rule 5.4 (Discretion to adjust Vesting) or malus or clawback in accordance with rule 6 (Malus and clawback) or where the Directors determine that further investigation of any matter is needed.

5.6 Consequences of Vesting for Conditional Awards

Subject to rule 5.5 (Delay to Vesting) and (if relevant) any Holding Requirement, within 30 days of a Conditional Award Vesting, the Grantor will arrange (subject to rules 5.10 (Tax), 6 (Malus and clawback), 8.6 (Death) and 11.13 (Consents)) for the issue or transfer (including a transfer out of treasury) to the Participant, of the number of Shares in respect of which the Award has Vested.

5.7 Consequences of Vesting for Options

5.7.1 Subject to rule 5.5 (Delay to Vesting) and any Holding Requirement and to this rule 5.7, a Participant may exercise an Option to the extent it has Vested.

5.7.2 An Option may not be exercised at any time at which the exercise of the Option (and any action which in the opinion of the Directors is required to give effect to such exercise) is prevented by a Dealing Restriction.

5.7.3 An Option may be exercised either in full or, if so permitted by the Directors from time to time, and subject to such restrictions as the Directors may determine, in part.

5.7.4 To exercise the Option, the Participant must give notice in the prescribed form to the Grantor or any person nominated by the Directors and pay the Option Price (if any) or make arrangements, satisfactory to the Directors for its payment.

5.7.5 Within 30 days of a valid exercise of an Option, the Grantor will arrange (subject to any Holding Requirement, rules 5.7.8, 5.9 (Cash and Share alternative), 5.10 (Tax), 6 (Malus and clawback) and 11.13 (Consents)) for the issue or transfer (including a transfer out of treasury) to the Participant, of the number of Shares in respect of which the Option is exercised.

5.7.6 The Option will lapse, at the latest, on the close of business on the Final Exercise Date.

5.7.7 If an Option lapses under more than one provision of the rules of the Plan, the provision resulting in the shortest exercise period will prevail.

5.7.8 The Directors may decide that the Company shall satisfy an Option by:

- (i) paying (subject to rule 5.10 (Tax)) an amount in cash which is equal to the amount by which the market value of the Shares in respect of which the Option is exercised, as at the date of exercise, exceeds the Option Price; or
- (ii) procuring the issue or transfer of Shares to the value of the cash amount specified above,

and if the Directors so decide, the Participant need not pay the Option Price, or if they have paid it, the Company will repay it to them.

5.8 Dividend Equivalents

Subject to any other basis of calculation specified in connection with the grant of an Award, the amount of any Dividend Equivalent will be calculated as the number of Shares in respect of which the Award Vests multiplied by the per-Share amount of the ordinary dividends with a payment date between the Award Date and the date of Vesting ("relevant dividends"), provided that the Directors may at any time prior to payment determine (or change their determination of):

5.8.1 the basis on which the value of such dividends may be calculated, which may be determined as if each relevant dividend were re-invested in further Shares at the market value of a Share on the payment date;

5.8.2 that the amount shall also be calculated by reference to any special dividend or distribution (including any dividend or distribution in specie) with a record date between such dates;

5.8.3 where Schedule 1 (Holding Requirement through deferral) applies, that the amount shall also be calculated by reference to the dividends with a payment date that falls in the Holding Period; and/or

5.8.4 if an Award carries a Dividend Equivalent, it will normally be paid in Shares (unless otherwise determined by the Directors that they should be paid in cash) at or around the same time as the balance of the Award is satisfied.

5.9 Cash and Share alternative

5.9.1 The Directors may decide that an Award will be satisfied (in whole or in part) by paying an equivalent amount in cash (subject to rule 5.10 (Tax)) (in the case of an Option, taking account of the Option Price).

5.9.2 An Award may be granted on the basis that it will always be satisfied in this manner.

5.9.3 In respect of an Award which consists of a right to receive a cash amount, the Directors may, where it would contravene any applicable securities or other laws, decide instead to satisfy such Award (and, if so determined by the Directors, any Dividend Equivalents) by the delivery of Shares (subject to rule 5.10 (Tax)). The

number of Shares will be calculated by reference to the market value of the Shares on the date of Vesting for Conditional Awards and the date of exercise for Options.

5.10 Tax

5.10.1 A Participant:

- (i) will be responsible for all taxes, social security contributions and other levies or charges arising out of or in connection with an Award or any interest in it or the acquisition, holding or disposal of Shares in relation to any Award or any interest in them (including the holding of any Shares subject to, or release of Shares from, a Holding Requirement), but this will only apply to employer social security contributions to the extent that the Directors so decide and to the extent lawful; and
- (ii) indemnifies and agrees to keep indemnified on a continuing basis (in each case on an after-tax basis) each Member of the Group against any liability for any Member of the Group or the trustee of any employee benefit trust to pay or account for any such tax, contribution, levy or charge (a **“Withholding Liability”**),

provided that in either case this will only apply to employer social security contributions to the extent that the Directors so decide and to the extent lawful.

5.10.2 Unless the Grantor determines otherwise, the Grantor will sell Shares to which the Participant becomes entitled on their behalf and use the proceeds to meet any Withholding Liability. However, the Grantor may determine that the Withholding Liability will, instead, be met by:

- (i) deducting the amount of the liability from any cash payment due under the Plan;
- (ii) reducing the number of Shares to which the Participant would otherwise be entitled;
- (iii) deducting the amount of the liability from any payment of salary, bonus or other payment due to the Participant; and or
- (iv) inviting the Participant to pay the amount of the liability to such Member of the Group as the Directors may specify.

Such withholding and/or arrangements may be operated on the basis of an estimate of the expected Withholding Liability on such basis as the Directors may determine.

5.10.3 The Participant will enter into any elections required by the Directors (and in accordance with any instructions and by such time as set out by the Directors), including elections under Part 7 of the Income Tax (Earnings and Pensions) Act 2003 and/or elections to transfer any liability, or agreements to pay social security contributions. Where a Participant fails to do so, their Awards (whether Vested or not) shall lapse on the date the Participant was required (by the Directors) to enter into the election by.

5.10.4 Notwithstanding anything else in these rules, the Vesting of an Award or the issue or transfer of Shares or any payment of cash may be delayed until the Participant has done all things reasonably required by the Directors to give effect to this rule 5.10.

5.11 Issuing Shares for less than nominal value

This rule applies where:

5.11.1 an Option is exercised and the Option Price is nil or less than the nominal value of a Share at the time; or

5.11.2 a Conditional Award Vests.

If the Award is to be satisfied by the issue of new Shares, the Directors are authorised to capitalise the reserves of the Company. The amount to be capitalised will be the nominal value of a Share less the Option Price (if any) multiplied by the number of Shares to be issued.

6 Malus and clawback

6.1 Malus (performance adjustment)

Notwithstanding anything else in these rules (and without limiting rule 5.4 (Discretion to adjust Vesting)), if the Directors determine that there is reasonable evidence that any of the events in rule 6.3 (Events where malus and clawback may be applied) has or may have happened, the Directors, in their absolute discretion, may decide that:

6.1.1 the number of Shares subject to any Award will be reduced;

6.1.2 the Award will lapse (at a time they determine) wholly or in part; and/or

6.1.3 additional conditions will be imposed on the Vesting or satisfaction of the Award.

6.2 Clawback

6.2.1 Notwithstanding anything else in these rules, at any time prior to the end of the Clawback Period, if the Directors determine that there is reasonable evidence that any of the events in rule 6.3 (Events where malus and clawback may be applied) has or may have happened, the Directors, in their absolute discretion, may decide that clawback will apply.

6.2.2 If clawback applies the Directors, in their absolute discretion, may decide that:

(i) the Participant must immediately on demand transfer to or to the order of the Company a number of Shares equal to (or less than) the gross number of Shares received pursuant to the Award or pay to or to the order of the Company an amount representing the gross value of Shares; and/or

(ii) pay immediately on demand or to the order of the Company an amount equal to (or less than) the gross amount of any cash payment received pursuant to the Award.

6.3 Events where malus and clawback may be applied

The events are:

6.3.1 there has been a material misstatement of the Company's financial statements for any financial year or those statements have been restated;

6.3.2 gross or serious misconduct on the part of the Participant in respect of their office or employment with a Member of the Group;

- 6.3.3 a significant failure of risk-management within the Company or any other Member of the Group;
 - 6.3.4 there has been an error or misstatement which has resulted in a material overpayment to Participants, whether in the form of Awards under the Plan or otherwise, irrespective of whether the relevant Participant is at fault;
 - 6.3.5 a Participant has left employment in circumstances in which the Award has not lapsed and facts emerge which, if known at the time, would have caused the Award to lapse on leaving, including where the Directors has exercised a discretion (so the Award did not lapse) and would in their opinion have made a different decision;
 - 6.3.6 a significant reputational damage to the Company or any other Member of the Group; and/or
 - 6.3.7 any other circumstances that the Directors in their discretion consider to be similar in nature or effect to those in rules 6.3.1 to 6.3.6.
- 6.4** The Directors, in their absolute discretion, may also decide that, to the extent of the number of Shares and/or cash value subject to the clawback:
- 6.4.1 any Award, bonus or other benefit which might have been granted, Vested or paid to the Participant under this or any other arrangement (other than any plan under Schedule 2 or 3 to the Income Tax (Earnings and Pensions) Act 2003) will be reduced, not awarded or not Vest; and
 - 6.4.2 to the extent permitted by law, the cash value subject to the clawback will be offset or deducted from any amount(s) otherwise payable to the Participant by any Member of the Group (including, to the extent permitted by law, any salary or bonus payments).
- 6.5 General**
- 6.5.1 For the avoidance of doubt:
 - (i) rules 6.1 (Malus (performance adjustment)) and 6.2 (Clawback) can apply even if the Participant was not responsible for the event in question and regardless of whether it took place before or after the grant, Vesting and/or settlement of the Award; and
 - (ii) to the extent the Directors determine prior to such event, rule 6.2 (Clawback) will not apply: (a) to an Award which has Vested (without being exchanged) in accordance with a Change of Control; or (b) if the Directors so determine prior to such event, to any other event pursuant to rule 9 (Corporate events).
 - 6.5.2 Without limiting rule 11.1 (Terms of employment), the Participant will not be entitled to any compensation in respect of the operation or purported operation of this rule 6.
 - 6.5.3 Nothing in this rule 6 shall in any way restrict a Participant from being able to transfer or otherwise dispose of any Shares acquired by such Participant pursuant to an Award. However, any such transfer or disposal will not limit the Participant's obligations under this rule.

6.6 Other

The number of Shares subject to an Award may, if the Directors so determine, be reduced, or an Award may be lapsed in full, to give effect to the operation of malus or clawback or any similar cancellation or reduction power under the terms of any incentive arrangement and/or policy operated from time to time by any Member of the Group.

7 Holding Requirement

Where an Award is granted subject to a Holding Requirement pursuant to rule 2.3 (Terms of Awards), the Award shall be subject to: (i) the provisions of Schedule 1 (Holding Requirement through deferral); or (ii) Schedule 2 (Holding Requirement through Holding Shares); or (iii) such other terms implementing the Holding Requirement as the Directors may determine and notify to the Participant at any time prior to Vesting.

8 Leaving employment and death

8.1 General rule on leaving employment

Unless rule 8.2 (Exceptions) or 8.6 (Death) applies, an Award whether or not Vested will lapse on the date the Participant leaves employment.

8.2 Exceptions

8.2.1 Subject to rules 8.3 (Timing and extent of Vesting) and 8.4 (Exchange of awards on a sale of employer), an Award will not lapse and the rules will continue to apply if a Participant leaves employment due to:

- (i) ill-health, injury or disability, as established to the satisfaction of the Company;
- (ii) the Participant's employing company ceasing to be a Member of the Group;
- (iii) a transfer of the undertaking, or the part of the undertaking, in which the Participant works to a person which is not a Member of the Group;
- (iv) redundancy, but only in circumstances which give rise to a redundancy payment; or
- (v) any other reason, if the Directors so decide in any particular case,

provided that the Vesting or exercise of the Award on or after leaving employment will be subject to such additional conditions as the Directors may impose.

8.2.2 The Directors may exercise the discretion provided for in rule 8.2.1 as soon as practicable, but in any case by no later than: (a) the date falling three months after the cessation of the relevant Participant's employment or office; or (b) if earlier, the Normal Vesting Date of the Award, and if the Directors exercise such discretion, then the Award will be determined to lapse or Vest (as appropriate) on the earliest of: (x) the date on which the discretion is exercised; (y) the end of the three-month period; and (z) the Normal Vesting Date.

8.2.3 Where the Directors had exercised the discretion provided for in rule 8.2.1 and as part of that exercise of discretion had considered representations or guarantees made by the Participant (including information and/or evidence given by the Participant), and the Directors later determine that any such representations or

guarantees (including information and/or evidence given by the Participant) were false and/or misleading, then rule 8.1 (General rule on leaving employment) will be read as having applied to the Participant and their Awards will be considered to have lapsed on the date the Participant left employment.

8.3 Timing and extent of Vesting

Where a Participant leaves employment for one of the reasons set out in rule 8.2 (Exceptions) (subject to any additional conditions imposed thereunder):

- 8.3.1** the number of Shares in respect of which the Award is capable of Vesting will, unless the Directors decide otherwise, be reduced to reflect the proportion of the period up to the Normal Vesting Date or, in the case of an Award subject to a Condition, the Performance Period, which had elapsed by the date the Participant left employment;
- 8.3.2** the Award will remain outstanding and capable of Vesting under these rules, provided that the Directors may decide that the Award will Vest on the date the Participant leaves employment or on any later date. Where they do so, the Award will Vest to the extent that the Directors determine, taking into account the extent to which any Condition has been or is likely to be satisfied (as determined by the Directors in the manner specified in any applicable Condition or in such manner as they consider appropriate) and such other factors as the Directors may determine appropriate; and
- 8.3.3** the Award will lapse to the extent it ceases to be capable of Vesting or does not Vest.

8.4 Exchange of awards on a sale of employer

If the Directors, with the agreement of any relevant purchaser, so decide before the event referred to in rule 8.2.1(ii) or 8.2.1(iii) takes effect, an Award will not Vest, but will instead be exchanged, and rules 9.3 (Lapse of Options) to 9.5 (Timing of exchange) will apply. In applying rules 9.4 (Exchange) to 9.6 (Exchange terms), the “**Acquiring Company**” will mean the relevant purchaser or any company nominated by the relevant purchaser and approved by the Directors.

8.5 Misconduct or joining a competitor

Notwithstanding any other provision of these rules, an Award (including an Award which has Vested but not yet been exercised or settled) will, unless the Directors determine otherwise, immediately lapse in full in the event that:

- 8.5.1** a Participant leaves employment by way of termination on the grounds of misconduct, or voluntarily resignation in a situation where the Participant could have been terminated on the grounds of misconduct, in each case whether summarily or on notice;
- 8.5.2** at any time after leaving employment, a Participant begins employment with, or begins holding office with or providing services to, a business that is competitive with the business operated by any Member of the Group (as determined by the Directors); or
- 8.5.3** the Directors determine that, in their opinion, there is reasonable evidence that at any time after leaving employment a Participant has committed any act or omission which amounts to a breach of any post-employment covenant or similar undertaking or obligation owed by the Participant to any Member of the Group (whether pursuant

to the Participant's employment or service agreement, any agreement entered into in connection with the Participant leaving employment, or otherwise).

8.6 Death

8.6.1 If a Participant dies:

- (i) an Award will Vest on the date of death and the number of Shares in respect of which the Award is capable of Vesting will, unless the Directors decide otherwise, be reduced to reflect the proportion of the period up to the Normal Vesting Date or, in the case of an Award subject to a Condition, the Performance Period, which had elapsed by the date the Participant left employment; and
- (ii) an Award which is subject to a Condition will Vest to the extent that the Directors determine any Condition has been or is likely to be satisfied (as determined by the Directors in the manner specified in any applicable Condition or in such manner as they consider appropriate).

8.6.2 In respect of any settlement or exercise of an Award following a Participant's death, the Grantor will only arrange for Shares to be issued or transferred, or cash paid, to the personal representatives of the deceased Participant if they have produced such evidence as the Directors may require of their status as such. The receipt of any person who has produced such evidence will discharge the Grantor from any obligation to the Participant or their estate.

8.7 General

8.7.1 Unless the Directors decide otherwise, a Participant will be treated as leaving employment on the earlier of:

- (i) the date on which they are no longer an Employee or a director of any Member of the Group; or
- (ii) save where rule 8.2 (Exceptions) applies where an Award is subject to a Condition, the date they give or receive notice (if given during the Performance Period) pursuant to which they would no longer be an Employee or a director of any Member of the Group,

in either case whether or not the termination is or would be lawful.

8.7.2 An Option which does not lapse when the Participant leaves employment will be exercisable for the period from the date of leaving or, if later, from the date on which it Vests, up till immediately prior to the close of business on the Final Exercise Date. The Option will lapse to the extent not exercised by the expiry of such period.

8.8 Overseas transfer

If a Participant remains an Employee but is transferred to work in another country or changes tax residence status and, as a result, would:

- 8.8.1** suffer a tax disadvantage in relation to the Awards (this being shown to the satisfaction of the Directors); or
- 8.8.2** become subject to restrictions on the ability to exercise Awards or to hold or deal in the Shares or the proceeds of the sale of the Shares acquired on exercise because

of the security laws or exchange control laws of the country to which the Participant is transferred,

then the Directors may decide that the Awards will Vest on a date they choose before or after the transfer takes effect. The Award will Vest to the extent they permit and will lapse as to the balance.

9 Corporate events

9.1 Time of Vesting

9.1.1 If there is a Change of Control, an Award will Vest on the date of such event subject to rule 9.2 (Extent of Vesting).

9.1.2 If the Company is or may be affected by:

- (i) any demerger, delisting, distribution (other than an ordinary dividend) or other transaction, which, in the opinion of the Directors, might affect the current or future value of any Award; or
- (ii) any reverse takeover (not within rule 9.1.1), merger by way of a dual listed company or other significant corporate event, as determined by the Directors,

the Directors may determine that an Award will Vest on the date of such event or such other date as the Directors may determine subject to rule 9.2 (Extent of Vesting) and provided that the Directors may impose other conditions on such Vesting.

9.1.3 If the Directors determine that an event in rule 9.1.1 or 9.1.2 is to occur, the Directors may determine that the Award will vest on the last practicable date prior to the anticipated date of such event in accordance with this rule 9.1.3.

9.1.4 This rule 9.1.4 applies if an Option Vests as a result of, or has Vested before, a court sanctioning a compromise or arrangement in connection with the acquisition of Shares. The Directors may decide at any time before court sanction that the Option will be deemed exercised (to the extent specified under rule 9.2 (Extent of Vesting) or otherwise) with effect from court sanction, if they consider that the value of consideration receivable for the resulting Shares under the compromise or arrangement would be more than the Option Price. The Option Price will be paid as described in rule 5.10 (Tax) as if it were tax. The Company will notify each affected Participant of this decision and may (but shall not be obliged to) give the Participant a reasonable opportunity to direct the Company that the Option should not be deemed exercised.

9.2 Extent of Vesting

9.2.1 Where an Award vests under rule 9.1 (Time of Vesting):

- (i) if the Award is subject to a Condition, the Award will Vest to the extent that the Directors determine, taking into account the extent to which any Condition has been or is likely to be satisfied (as determined by the Directors in the manner specified in the Condition or in such manner as they consider appropriate, which may include taking account of anticipated performance against the Condition over the remainder of the Performance Period) and such other factors as the Directors may determine appropriate; and

- (ii) the number of Shares in respect of which the Award Vests will, unless the Directors decide otherwise, be reduced to reflect the proportion of the period up to the Normal Vesting Date or, in the case of an Award subject to a Condition, the Performance Period, which had elapsed prior to Vesting.

9.2.2 To the extent that the Award does not Vest as a result of this rule 9.2, the Directors may decide that it will be exchanged (wholly or partly) under rule 9.4 (Exchange) or otherwise it shall lapse.

9.3 Lapse of Options

An Option will be exercisable:

9.3.1 following a Change of Control, for six months (or such shorter period as the Directors may specify) after the Change of Control or, if earlier, for one month after the date on which a notice to acquire Shares under Section 979 of the Companies Act 2006 is first served (or in each case such shorter period as the Directors may set at the time of the Change of Control); or

9.3.2 following an event described in rule 9.1.2, for one month from the date of such event (or such longer or shorter period (not exceeding one year) as the Directors may set at the time of the event),

and will lapse at the end of that period to the extent it has not been exercised or exchanged.

9.4 Exchange

9.4.1 An Award will not Vest (or, in the case of an Option, be exercisable) following an event described in rule 9.1 (Time of Vesting) but will be exchanged pursuant to rule 9.6 (Exchange terms) to the extent that:

- (i) an offer to exchange the Award is made and accepted by a Participant; or
- (ii) the Directors, with the consent of the Acquiring Company, decide before the relevant event that the Award will be automatically exchanged.

9.4.2 An exchange may be applied to part of an Award.

9.4.3 An Award will also be exchanged under this rule 9.4 if rule 8.4 (Exchange of awards on a sale of employer) applies.

9.5 Timing of exchange

Where an Award is to be exchanged under rule 9.4 (Exchange), the exchange is effective immediately following the relevant event.

9.6 Exchange terms

Where a Participant is granted a new award in exchange for an existing Award, the new Award:

9.6.1 must confer a right to acquire shares in the Acquiring Company or another body corporate determined by the Acquiring Company or to receive a cash payment of an amount determined by reference to the value of such shares;

9.6.2 must be equivalent to the existing Award, subject to rules 6.5.1(ii) and 9.6.4;

9.6.3 is treated as having been acquired at the same time as the existing Award and, subject to rule 9.6.4, shall be capable of Vesting in the same manner and at the same time;

9.6.4 must either:

- (i) be subject to a condition which is, so far as possible, equivalent to any Condition applying to the existing Award; or
- (ii) not be subject to any condition but be in respect of the number of shares which is equivalent to the number of Shares comprised in the existing Award which would have Vested under rule 9.2 (Extent of Vesting),

and be subject to such other terms as the Directors consider appropriate in all the circumstances; and

9.6.5 is governed by the rules of the Plan from time to time, excluding rule 10.2 (Shareholder approval), as if references to Shares were references to the shares over which the new award is granted and references to the Company were references to the Acquiring Company or the body corporate determined under rule 9.6.1.

9.7 Directors

In these rules (other than in respect of Awards which are exchanged pursuant to rule 9.6 (Exchange terms)), following a Change of Control and, if the Directors so determine before an event referred to in rule 9.1 (Time of Vesting), following such event, reference to the “**Directors**” means those people who were members of the remuneration committee of the Company immediately before such event.

10 Changing the Plan and termination

10.1 Directors’ powers

Subject to rule 10.2 (Shareholder approval), the Directors may at any time change the Plan and/or the terms of any Awards in any way, including changes to the terms of any existing Award which are to the disadvantage of the Participant.

10.2 Shareholder approval

10.2.1 Except as described in rule 10.2.2, the Company in general meeting must approve in advance by ordinary resolution any proposed change to the Plan and/or any Award to the advantage of present or future Participants, which relates to:

- (i) eligibility to participate in the Plan;
- (ii) the limitations on the amount or number of Shares, cash or other benefits subject to the Plan;
- (iii) the individual limit for each Participant under the Plan;
- (iv) the basis for determining a Participant's entitlement to, and the terms of, securities, cash or other benefit to be provided and for the adjustment thereof (if any) if there is a capitalisation issue, rights issue or open offer, sub-division or consolidation of shares or reduction of capital or any other variation of capital; or

(v) the terms of this rule 10.2.1.

10.2.2 The Directors do not need the approval of the Company in general meeting for any changes to the Plan or an Award that would otherwise fall under rule 10.2.1 in the case of changes to a Condition or minor changes:

- (i) to benefit the administration of the Plan;
- (ii) to comply with or take account of the provisions of any proposed or existing legislation;
- (iii) to take account of any changes to legislation; or
- (iv) to obtain or maintain favourable tax, exchange control or regulatory treatment of the Company, any Subsidiary or any present or future Participant.

10.2.3 The Directors may, without obtaining the approval of the Company in general meeting, establish further plans (by way of schedules to the rules or otherwise) based on the rules, but modified to take account of local tax, exchange control or securities law in non-UK territories. However, any Shares made available under such plans are treated as counting against any limits on individual or overall participation in the Plan under rules 3.2 (Plan limits – 10 per cent), 3.3 (Plan limits – 5 per cent) and 3.4 (Scope of Plan limits).

10.3 Employees' share scheme

No amendment or operation of the Plan will be effective to the extent that the Plan would cease to be an "employees' share scheme" as defined in Section 1166 of the Companies Act 2006.

10.4 Notice

The Directors are not required to give Participants notice of any changes.

10.5 Termination

The Plan will terminate on the 10th anniversary of approval of the Plan, but the Directors may terminate the Plan at any time before that date. No further Awards may be granted following the termination of the Plan, but this will not affect existing Awards.

11 General

11.1 Terms of employment

11.1.1 This rule 11.1 applies during an Employee's employment and after the termination of an Employee's employment, whether or not the termination is lawful.

11.1.2 Nothing in the rules or the operation of the Plan forms part of the contract of employment of an Employee. The rights and obligations arising from the employment relationship between the Employee and the employer are separate from, and are not affected by, the Plan. Participation in the Plan does not create any right to, or expectation of, continued employment.

11.1.3 No Employee has a right to participate in the Plan. Participation in the Plan or the grant of Awards on a particular basis in any year does not create any right to or

expectation of participation in the Plan or the grant of Awards on the same basis, or at all, in any future year.

- 11.1.4** The terms of the Plan do not entitle an Employee to the exercise of any discretion in the Employee's favour.
- 11.1.5** No Employee will have any claim or right of action in respect of any decision, omission or discretion, which may operate to the disadvantage of the Employee even if it is unreasonable, irrational, capricious, arbitrary or might be regarded as being in breach of the duty of trust and confidence (and/or any other implied duty) between the Employee and the employer.
- 11.1.6** No Employee has any (and by participating in the Plan waives any) right to compensation for any loss in relation to the Plan, including any loss in relation to:
- (i) any loss or reduction of rights or expectations under the Plan in any circumstances (including lawful or unlawful termination of employment);
 - (ii) any exercise of a discretion or a decision taken in relation to an Award or to the Plan, or any failure to exercise a discretion or take a decision; or
 - (iii) the operation, suspension, termination or amendment of the Plan.
- 11.1.7** Any discretion may be exercised, or not exercised, at the relevant person's absolute discretion and for any reason or no reason. A person exercising, or not exercising, a discretion is under no obligation to provide reasons for their decision or to determine or take into account the views of the person affected by the exercise of, or decision not to exercise, the decision. A reference in any rule to a discretion being at the person's "absolute discretion" (or similar) does not restrict the operation of this rule 11.1.7 in respect of that or any other rule, including any rule which does not include any such reference.
- 11.1.8** Any aspect of the operation of the Plan may be applied (or not applied), and a discretion may be exercised (or not exercised), in different ways for different Participants (and/or in connection with different Awards held by the same Participant) in relation to the same or different events or circumstances.
- 11.1.9** In this rule 11.1, reference to a discretion includes any determination, decision, power or similar, and reference to the exercise of (or omission to exercise) a discretion (or similar) includes the making or exercise of (or omission to make or exercise) any determination, decision, power or similar, and in any case whether under or in connection with the Plan or any Award.

11.2 Directors' decisions final and binding

The decision of the Directors on the interpretation of the Plan or in any dispute relating to an Award or matter relating to the Plan will be final and conclusive.

11.3 Regulations

The Directors have the power from time to time to make or vary regulations for the administration and operation of the Plan but these must be consistent with these rules.

11.4 Currency

Any currency conversion required for the operation of the Plan will be done using any rate of exchange which the Directors may select.

11.5 Pension

Payments under the Plan are not intended to form part of a Participant's remuneration for the purpose of determining entitlement to any benefit of office or employment including any pension or retirement benefit, life assurance, permanent health insurance or other similar benefit, whether existing or subsequently introduced to be pensionable or to be taken into account in determining any similar entitlements.

11.6 Third party rights

The terms of this Plan and an Award may be relied on and enforced by any Member of the Group. Apart from that, no third party has any rights under the Contracts (Rights of Third Parties) Act 1999 or any equivalent local legislation to enforce any term of this Plan.

This does not affect any other right or remedy of a third party which may exist. The consent of any third party mentioned in this rule 11.6 is not required to any amendment to the Plan or the terms of any Award.

11.7 Assignment

If the Directors so determine, the Grantor may assign its liability to settle an Award to any Member of the Group without the consent of the Participant.

11.8 Documents sent to shareholders

The Company is not required to send to Participants copies of any documents or notices normally sent to the holders of its Shares.

11.9 Discrepancies

To the extent there is any discrepancy between the rules of the Plan or any document setting out the terms of an Award (a "**Plan Document**"), and any information or document setting out a summary or explanation of how the Plan works, the Plan Documents shall prevail.

To the extent any Plan Documents are translated into a language other than English, the English version will prevail.

11.10 Costs

The Company will pay the costs of introducing and administering the Plan and in satisfying Awards. The Company may ask a Participant's employer to bear the costs in respect of an Award to that Participant.

11.11 Employee trust

The Company and any Subsidiary may provide money to the trustee of any trust or any other person to enable them to acquire Shares to be held for the purposes of the Plan or enter into any guarantee or indemnity for those purposes, to the extent permitted by Section 682 of the Companies Act 2006 or any applicable law.

11.12 Participants' information

11.12.1 Subject to rule 11.12.2, by participating in the Plan and accepting an Award, the Participant consents to the holding and processing of personal information the Participant provides to any Member of the Group, trustee or third-party service provider, for all purposes relating to the operation of the Plan. These include, but are not limited to:

- (i) administering and maintaining Participant records;
- (ii) providing information to Members of the Group, trustees of any employee benefit trust, registrars, brokers or third-party administrators of the Plan;
- (iii) providing information to future purchasers or merger partners of the Company, the Participant's employing company, or the business in which the Participant works; and
- (iv) transferring information about the Participant to any country or territory that may not provide the same statutory protection for the information as the Participant's home country.

11.12.2 The basis for any processing of personal information about the Participant under the EU's General Data Protection Regulation (2016/679) ("**GDPR**") (or any successor laws, including its incorporation into UK law as the UK GDPR) is set out in the Computacenter Data Privacy Policy (which can be found on the Company's website at <https://www.computacenter.com/en-in/information/data-privacy>) and is not the consent given under rule 11.12.1. The Computacenter Data Privacy Policy also contains details about how the Participant's personal information is processed and the Participant's rights in relation to that information. The Participant has a right to review the Computacenter Data Privacy Policy.

11.13 Consents

All allotments, issues and transfers of Shares will be subject to any necessary consents under any relevant enactments or regulations for the time being in force in the United Kingdom or elsewhere. The Participant is responsible for complying with any requirements to obtain or avoid the necessity for any such consent.

11.14 Consistency with Directors' Remuneration Policy

Nothing in these rules or the terms of any Award will oblige the Company or any other person to make any remuneration payment or payment for loss of office which would be in breach of Chapter 4A of Part 10 of the Companies Act 2006 (which requires such payments to be within an approved remuneration policy).

The Company will not be obliged to seek the approval of its shareholders in general meeting for any such payment but may make such changes as are necessary or desirable to the terms of any payment to ensure that it is not in breach of that Chapter.

11.15 Share rights

Shares issued to satisfy Awards under the Plan will rank equally in all respects with the Shares in issue on the date of allotment. They will not rank for any rights attaching to Shares by reference to a record date preceding the date of allotment. Where Shares are transferred to a Participant, including a transfer out of treasury, the Participant will be entitled to all rights

attaching to the Shares by reference to a record date on or after the transfer date. The Participant will not be entitled to rights before that date.

11.16 Listing

If and so long as the Shares are listed and traded on a public market, the Company will apply for listing of any Shares issued under the Plan as soon as practicable.

11.17 Notices

11.17.1 Any information or notice to a person who is or will be eligible to be a Participant under or in connection with the Plan may be posted, or sent by electronic means, in such manner to such address as the Company considers appropriate, including publication on any website.

11.17.2 Any information or notice to the Company or other duly appointed agent under or in connection with the Plan may be sent by post or transmitted to it at its registered office or such other place, or by such other means, as the Directors or duly appointed agent may decide and notify Participants.

11.17.3 Notices sent by post will be deemed to have been given on the second day after the date of posting. However, notices sent by or to a Participant who is working overseas will be deemed to have been given on the seventh day after the date of posting. Notices sent by electronic means, in the absence of evidence to the contrary, will be deemed to have been received on the day after sending.

11.18 Severability

If any provision or rule of this Plan is or becomes invalid, illegal or unenforceable, it will be deemed deleted, but that will not affect the validity or enforceability of the rest of this Plan.

11.19 Governing law and jurisdiction

11.19.1 English law governs the Plan and all Awards and their construction.

11.19.2 The English courts have non-exclusive jurisdiction in respect of disputes arising under or in connection with the Plan or any Award.

Schedule 1

Holding Requirement through deferral

1 Effect of Holding Requirement

If this Schedule 1 applies (see rule 7 (Holding Requirement)), the Directors will determine the extent to which the Award would Vest (but for this Schedule 1) under rule 5.1 (Determining Vesting) or 8.2 (Exceptions) (including any Dividend Equivalent), but Vesting will be deferred so that the Award will continue in respect of the number of Shares which would have Vested but for this Schedule 1, to the end of the Holding Period. During the Holding Period the rules continue to apply, subject to this Schedule 1.

For the avoidance of doubt, malus (performance adjustment) under rule 6.1 (Malus (performance adjustment)) will continue to apply throughout the Holding Period.

2 Tax

Where tax is payable before the end of the Holding Period, rule 5.10 (Tax) will apply. Shares may be issued or transferred and sold to the extent necessary to satisfy the liability under that rule. The Holding Requirement will apply in respect of the remainder of the Shares.

3 Leaving employment during the Holding Period

Rules 8.1 (General rule on leaving employment), 8.2 (Exceptions), 8.3 (Timing and extent of Vesting) and 8.6 (Death) will not apply to the Award during the Holding Period. The Holding Requirement will continue to apply after the Participant has left employment.

However, if the Participant leaves employment during the Holding Period in circumstances in which their employment could have been terminated without notice or otherwise due to the Participant's misconduct, the Award will lapse (and for the avoidance of doubt, rule 8.5 (Misconduct or joining a competitor) shall apply during the Holding Period).

4 End of the Holding Period

4.1 The Holding Period will end on the earliest of the following:

- 4.1.1** the date on which the Holding Period would normally end, as set by the Directors under rule 2.3 (Terms of Awards);
- 4.1.2** the date on which the Participant dies;
- 4.1.3** the date of a Change of Control, but the Holding Requirement will apply to any Award exchanged under rule 9.4 (Exchange) before this Schedule 1 applied and the start of any Holding Period; and
- 4.1.4** any other date determined by the Directors.

4.2 At the end of the Holding Period, the Award will Vest under rule 5.6 (Consequences of Vesting for Conditional Awards) or 5.7 (Consequences of Vesting for Options) to the extent determined under this Schedule 1. If a Participant has left employment prior to or during the Holding Period, any option exercise period under rule 8.7.2 shall end no earlier than the period of six months after the end of the Holding Period.

4.3 As soon as practicable after Vesting or, in the case of Options, exercise, the Participant will be entitled to an amount equal to the dividends which were payable during the Holding

Period on the number of Shares Vesting at the end of the Holding Period. That amount may be paid in cash or Shares (as determined from time to time by the Directors). This will not apply to the extent that the dividend counts towards a Dividend Equivalent for the Award or an adjustment is made in respect of it under rule 4.3 (Adjustment of Awards).

Schedule 2

Holding Requirement through Holding Shares

1 Effect of Holding Requirement

- 1.1** If this Schedule 2 applies (see rule 7 (Holding Requirement)), the Award will Vest under rule 5.1 (Determining Vesting) or 8.2 (Exceptions) (including any Dividend Equivalent) but:
- 1.1.1** if the Award is a Conditional Award, Shares in respect of which the Award Vests (including any Dividend Equivalent) (the “**Holding Shares**”) will be issued or transferred (as determined by the Directors) to the Participant or to another person as selected by the Directors, in either case, to be held subject to this Schedule 2 and the agreement referred to below; and
 - 1.1.2** if the Award is an Option and it is exercised during the Holding Period, the Holding Shares will be issued or transferred as described above to be held for the balance of the Holding Period.
- 1.2** If required to do so by the Directors, the Participant must enter into an agreement setting out the basis on which the Holding Shares will be held under this Schedule 2, including giving authority to transfer Holding Shares on forfeiture under this Schedule 2 through power of attorney or otherwise. If the Participant does not do so in the manner and within the timeframe specified by the Directors, the Award will lapse and the Holding Shares will not be issued or transferred (or will be forfeited if already issued or transferred).
- 1.3** If the Holding Shares had already been transferred to the Participant or to another person to be held for the benefit of the Participant, the Participant will immediately transfer their interest in the Holding Shares, for no consideration or nominal consideration, to any person (which may include the Company, where permitted) specified by the Directors.

2 Tax

Where tax is payable before the end of the Holding Period, rule 5.10 (Tax) will apply. Shares may be issued or transferred and sold to the extent necessary to satisfy the liability under that rule. The Holding Requirement will only apply in respect of the remainder of the Shares.

3 Rights during the Holding Period

- 3.1** The Participant will be entitled to vote (or give instructions as to voting) and to receive dividends and have all other rights of a shareholder in respect of the Holding Shares from the date the Shares are issued or transferred.
- 3.2** The Participant may not transfer, assign or otherwise dispose of the Holding Shares or any interest in them (or instruct anyone to do so) except:
- 3.2.1** in the case of a sale of sufficient entitlements nil-paid in relation to a Holding Share to take up the balance of the entitlements under a rights issue or similar transaction;
 - 3.2.2** on forfeiture of the Holding Shares under this Schedule 2;
 - 3.2.3** to fund any taxes, social security contributions and other levies in accordance with rule 5.10 (Tax);
 - 3.2.4** in the case of an irrevocable undertaking to accept or vote in favour of a transaction contemplated by rule 9.1 (Time of Vesting); or

3.2.5 in any other circumstances if the Directors so allow.

- 3.3** Any securities which the Participant receives in respect of Holding Shares as a result of an event described in rule 4.3 (Adjustment of Awards) during the Holding Period will, unless the Directors decide otherwise, be issued or transferred as described in paragraph 1 above and treated as Holding Shares and subject to the same restrictions as the corresponding Holding Shares. This will not apply to any Shares which a Participant acquires on a rights issue or similar transaction to the extent that they exceed the number they would have acquired on a sale of sufficient rights under the rights issued nil-paid to take up the balance of the rights.
- 3.4** For the avoidance of doubt, clawback (under rule 6.2 (Clawback)) will apply to the Holding Shares during the Holding Period and Holding Shares may be forfeited to give effect to clawback.

4 Leaving employment during the Holding Period

- 4.1** Rules 8.1 (General rule on leaving employment), 8.2 (Exceptions), 8.3 (Timing and extent of Vesting) and 8.6 (Death) will not apply to the Holding Shares during the Holding Period. The Holding Requirement will continue to apply after the Participant has left employment.
- 4.2** However, if the Participant leaves employment during the Holding Period in circumstances in which their employment could have been terminated without notice or otherwise due to the Participant's misconduct, the Holding Shares will be forfeited.
- 4.3** Where any Holding Shares are forfeited under this Schedule 2, the Participant will immediately transfer their interest in the Holding Shares, for no consideration or nominal consideration, to any person (which may include the Company, where permitted) specified by the Directors.

5 End of the Holding Period

- 5.1** The Holding Period will end on the earliest of the following:
- 5.1.1** the date on which the Holding Period would normally end, as set by the Directors under rule 2.3 (Terms of Awards);
 - 5.1.2** the date on which the Participant dies;
 - 5.1.3** the date of a Change of Control, but the Holding Requirement will apply to any Award exchanged under rule 9.4 (Exchange) before this Schedule 2 applied and the start of any Holding Period; and
 - 5.1.4** any other date determined by the Directors.
- 5.2** At the end of the Holding Period, the restrictions relating to Holding Shares under this Schedule 2 will cease to apply and the Holding Shares will be transferred to the Participant or as they may direct.

Schedule 3 Non-Employees²

An Award granted to a Non-Employee will be granted under this Schedule 3.

1 Defined terms

In this Schedule 3:

- (a) capitalised terms shall have the meaning given to them in the rules of the Computacenter Share Plan 2025 (the “**Plan**”), save where otherwise defined herein; and
- (b) “**Non-Employee**” shall mean any person who: (i) is not an Employee; but (ii) who holds office with or otherwise provides services to any Member of the Group.

2 General

2.1 Awards may be made under this Schedule 3 to Non-Employees. The terms of the Plan shall apply to Awards granted under this Schedule 3 as if set out here in full, save as expressly varied by this Schedule 3.

2.2 Where there is any conflict between rules in the Plan and this Schedule 3, the terms of this Schedule 3 shall prevail for Awards granted to Non-Employees.

2.3 The following rules of the Plan shall apply to Awards granted under this Schedule 3 as if references to: (i) “Employee” referred to a Non-Employee; (ii) “employment” referred to any Non-Employee’s holding of office with or provision of services to any Member of the Group; and/or (iii) “employer” referred to the Member of the Group or business for which the Non-Employee holds office and/or provides services to:

- 2.3.1** rule 2.1 (Eligibility);
- 2.3.2** rule 6.3 (Events where malus and clawback may be applied);
- 2.3.3** subject to paragraph 3 of this Schedule 3, rule 8 (Leaving employment and death);
- 2.3.4** rule 11.1 (Terms of employment);
- 2.3.5** rule 11.5 (Pension); and
- 2.3.6** rule 11.10 (Costs).

3 Meaning of “leaving employment”

Rule 8 (Leaving employment and death), paragraph 3 of Schedule 1 (Holding Requirement through deferral) and paragraph 4 of Schedule 2 (Holding Requirement through Holding Shares) (the “**leaver provisions**”) shall apply to Awards granted to Non-Employees, but on the basis that a Non-Employee shall be treated as leaving the Group on the earlier of:

- (a) the date on which any arrangement under which they hold office with or provide services to any Member of the Group terminates; or

² Note to reader: if proposing to grant to any individuals falling within this schedule – please first seek prior legal advice as the operation of the Plan may need to be modified in light of legal constraints (i.e., in particular, the exemption for an “employees’ share scheme” from the financial assistance rules under the Companies Act).

- (b) save where rule 8.2 (Exceptions) applies where an Award is subject to a Condition, the date the Non-Employee gives or receives notice (if given during the Performance Period) pursuant to which any arrangement under which they hold office with or provide services to any Member of the Group is terminated,

provided that the Directors may determine that the Participant will not be treated as leaving the Group if immediately following any such cessation:

- (c) the Participant is or becomes an Employee of any Member of the Group (in which case the leaver provisions shall thereafter apply in accordance with the terms of the Plan); or
- (d) the Participant holds office with or is providing services to any other Member of the Group (in which case this paragraph 3 shall thereafter apply by reference to such other office(s) or service(s)).

4 Non-Employees' information

Rule 11.12.1(iii) shall apply to Awards granted to Non-Employees, but on the basis that the reference to the "Participant's employing company, or the business in which the Participant works" shall be replaced with the "the Member of the Group or the business for which the Participant holds office or otherwise provides services to".

5 Other

For the avoidance of doubt, the Shares subject to an Award granted to a Non-Employee pursuant to this Schedule 3 are relevant for the purposes of the operation of rules 3.2 (Plan limits – 10 per cent) and 3.3 (Plan limits – 5 per cent).

Schedule 4 US Taxpayers³

The rules of this Schedule 4 are made under and amend and supplement (as applicable) the terms of the Computacenter Share Plan 2025 (the “**Plan**”). This Schedule 4 applies to Awards made to those Participants who are citizens or tax residents of the United States of America and/or whose Award or any part of it is subject to U.S. taxation.

1 Defined terms

In this Schedule 4, capitalised terms shall have the meaning given to them in the rules of the Plan, save where otherwise defined herein:

- (a) “**409A Deferred Compensation**” means a “deferral of compensation” or “deferred compensation” as those terms are defined in the regulations under US Code Section 409A;
- (b) “**Performance Criteria Condition**” means a Condition that is an organisational or individual performance criteria specified in grant documentation relating to a Performance Period with respect to the performance of the Company, the Participant, or the Member of the Group in whose business unit the Participant works, provided that the outcome is substantially uncertain at the time the criteria are established;⁴ and
- (c) “**U.S. Treas. Reg.**” means the regulations issued by the U.S. Department of Treasury to interpret the United States Internal Revenue Code of 1986, as amended from time to time.

2 Interpretation

- 2.1 The Plan and any Awards made under the Plan are intended to, and shall be interpreted, construed and administered, in order to comply with US Code Section 409A (including the requirements applicable to, or the conditions for exemption from treatment as, 409A Deferred Compensation), whether by reason of short-term deferral treatment or other exceptions or provisions. The Directors will have full authority to give effect to this intent. To the extent necessary to give effect to this intent, in the case of any conflict or potential inconsistency between the provisions of the Plan, any grant documentation and this Schedule 4, the provisions of this Schedule 4 will prevail.
- 2.2 If the Award includes a “series of instalment payments” as described in U.S. Treas. Reg. §1.409A-2(b)(2)(iii), a Participant’s right to the series of instalment payments will be treated as a right to a series of separate payments and not as a right to a single payment.

3 Delivery and payment of Awards

- 3.1 To the extent an Award (or any portion thereof) is intended to satisfy the requirements for short-term deferral treatment under US Code Section 409A, delivery or payment in respect of the Award will occur by the last day of the applicable “short-term deferral” period described

³ Note to reader: if proposing to grant awards under this schedule to an executive director – please first seek prior legal advice as the disapplication of holding periods in this schedule may not be appropriate given the UK corporate governance rules.

⁴ Note to reader: US tax advice to be sought on a case-by-case basis, but note that it is unlikely an underpin of a discretionary nature would fulfil this definition (and therefore, such awards would need to have accelerated vesting for good leavers).

in U.S. Treas. Reg. §1.409A-1(b)(4) in order for the delivery or payment to be within the short-term deferral exception unless, in order to permit all applicable conditions or restrictions on delivery to be satisfied, the Directors elect, pursuant to U.S. Treas. Reg. §1.409A-1(b)(4)(i)(D) or otherwise as may be permitted in accordance with US Code Section 409A, to delay delivery or payment to a later date within the same calendar year or to such later date as may be permitted under US Code Section 409A, including U.S. Treas. Reg. §1.409A-3(d).

3.2 Notwithstanding any provision of the Plan or in any applicable grant documentation, any authority that the Directors have to delay, accelerate or amend the timing of the Vesting, delivery or payment in respect of any Award, or otherwise amend the Award (including for the purposes of rule 2.4.3, rule 5.3 (Dealing Restrictions), rule 5.4 (Discretion to adjust Vesting), rule 5.5 (Delay to Vesting), rule 5.8 (Dividend Equivalents), rule 5.10.4, rule 6.1.3, rule 8.8 (Overseas transfer), rule 9 (Corporate events), and rule 10.1 (Directors' powers)), such authority shall only apply in respect of Awards granted to US Taxpayers to the extent such changes are permitted in accordance with US Code Section 409A and will not result in the imposition of additional tax under US Code Section 409A.

3.3 Notwithstanding anything to the contrary in the Plan or in any applicable grant documentation, to the extent required to avoid the imposition of additional taxes under US Code Section 409A, if amounts payable to a Participant constitute 409A Deferred Compensation and termination of employment is a payment event for an Award granted under this Schedule 4, such termination of employment shall only be a payment event if it is a "separation from service" (within the meaning of U.S. Treas. Reg. §1.409A-1(h)) and any US Taxpayer who is a "specified employee" (within the meaning of U.S. Treas. Reg. §1.409A-1(i)) shall not receive payment or delivery until the first day of the seventh month following their "separation from service".

4 Offset

Any right of offset (including rule 6.4) will not apply to Awards that are 409A Deferred Compensation, except to the extent permitted under US Code Section 409A.

5 Holding Period

Awards granted under this Schedule 4 or otherwise granted to US Taxpayers may not be made subject to a Holding Requirement or Holding Period, as described in rule 7 (Holding Requirement), Schedule 1 (Holding Requirement through deferral) and Schedule 2 (Holding Requirement through Holding Shares), and such provisions will not apply to Awards granted to US Taxpayers and the rules of the Plan will be construed accordingly.

6 Options – Final Exercise Date

For Options granted to US Taxpayers, the "Final Exercise Date" means 31 December of the year in which the Option Vests and such Options may be exercised no later than such date.

7 Leaving Employment

7.1 Notwithstanding anything to the contrary in rule 8.2 (Exceptions), in the event that a Participant who is a US Taxpayer leaves employment due to the reasons specified in rules 8.2.1(i) to 8.2.1(v):

7.1.1 Such US Taxpayer's Award(s) that are not subject to any Performance Criteria Condition will immediately Vest (and in the case of Conditional Awards, become

payable) upon such termination of employment in accordance with rule 8.3 (Timing and extent of Vesting) and lapse as to the balance.

7.1.2 Such US Taxpayer's Award(s) that are subject to any Performance Criteria Condition will not lapse but continue to be subject to the Plan rules and the satisfaction of any applicable Performance Criteria Condition, and Vest in accordance with rule 8.3 (Timing and extent of Vesting) and lapse as to the balance.

7.2 Subject to rule 6 (Malus and clawback), the Directors must exercise any discretion provided for in rule 8.2.1 within 28 days after cessation of the relevant Participant's employment or office.

8 Adjustment of Awards

No adjustment to the number or class of Shares or securities comprised in an Award shall be made pursuant to rule 4.3 (Adjustment of Awards) to the extent that it contravenes US Code Section 409A or results in adverse tax consequences under US Code Section 409A.

9 Taxation

Notwithstanding the foregoing, none of the Company nor any Member of the Group shall have any obligation to take any action to prevent the imposition of any additional tax or penalty on any Participant under US Code Section 409A and none of the Company, any Member of the Group or the Directors will have any liability to any Participant for such tax or penalty. Each Participant is solely responsible and liable for the satisfaction of all taxes, interest and penalties that may be imposed on or for the account of such Participant in connection with the Plan (including any taxes and penalties under US Code Section 409A).

10 Non-competes

Rule 8.5.2 shall only apply to the extent permitted by applicable law and shall not apply to Participants who are Employees in California.

Schedule 5 French Sub-Plan

This Schedule 5 (the “**Sub-Plan**”) to the Plan contains the terms which, together with the provisions of the Plan, govern the operation of the Plan insofar as it applies to Awards made to Participants in France. The rules of the Plan as modified by this Sub-Plan (as provided by the French tax statement of practice BOI-BOI-RSA-ES-20-20-10-20-24/07/2017 § 420) constitute the “**2025 French Qualified Plan**”. This Sub-Plan has been established to enable the Awards granted under this Sub-Plan to qualify for the favourable French income tax and social security regime applicable in France to “qualified” free share awards. However, nothing in this Sub-Plan shall be construed as a guarantee or an undertaking by the Company or any of its Subsidiaries that such a favourable regime will effectively apply.

This Sub-Plan will apply to Participants in the Plan who are or may become subject to French taxation (i.e., income tax and/or social security contributions) on the Awards granted under the Plan, provided that the documentation evidencing the grant of such Award refers to this Sub-Plan.

The rules of the Plan are modified by this Sub-Plan for France in order to comply with the provisions of Article 80 *quaterdecies* of the French Tax Code, Articles L. 22-10-59 to L. 22-10-60 and Articles L. 225-197-1 to L. 225-197-5 of the French Commercial Code, construed in compliance with the French tax statements of practice. This Sub-Plan shall be construed and operated with that intention.

This Sub-Plan should be read in conjunction with the rules of the Plan and Awards granted under this Sub-Plan are subject to the rules of the Plan except to the extent that the rules of the Plan differ from or conflict with the terms and conditions set out in this Sub-Plan, in which event, the terms set out in this Sub-Plan shall prevail. References in this Sub-Plan to rules are to rules of the Plan and references to paragraphs are to paragraphs of this Sub-Plan or to paragraphs of legal provisions when expressly referred to.

Initially capitalized terms used herein and which are not defined in paragraph 1 below shall have the meanings ascribed to such terms in the Plan. Reference to the singular shall include reference to the plural.

Under this Sub-Plan, the Participants shall be awarded only Conditional Awards (hence, excluding Options and any other forms of Awards mentioned in rule 2.8 (Other forms of Award) of the Plan).

The terms and conditions applicable to the Awards granted under this Sub-Plan are the terms and conditions set out in the rules of the Plan, modified as follows.

1 Definitions

For the purpose of this Schedule 5,

“**Acquisition Period**” means the period set in accordance with Article L.225-197-1, I §6 of the French Commercial Code (by the board of directors or by any similar ad hoc organizational body of the Company referred to by the French tax statement of practice BOI-RSA-ES-20-20-10-20-24/07/2017 § 460), which must be of at least one year from the Award Date;

“**Award**” means Conditional Awards granted under the terms and conditions of the 2025 French Qualified Plan;

“**Conditional Award**” means a conditional right to receive, for no consideration, Shares granted under the Plan as amended by this Sub-Plan;

“**Corporate Officer**” means a corporate officer (“*mandataire social*”) within the meaning of the first and second paragraphs of Article L. 225-197-1, II of the French Commercial Code;

“**Disability**” means a disability within the meaning of the second or the third categories of Article L. 341-4 of the French Social Security Code;

“**Member of the Group**” means: (i) the Company; (ii) a company in which the Company holds, directly or indirectly, at least 10 per cent of the share capital or voting rights; (iii) a company holding directly or indirectly at least 10 per cent of the share capital or voting rights of the Company; or (iv) a company for which at least 50 per cent of the share capital or voting rights are held by a company which holds at least 50 per cent of the share capital of the Company;

“**Participant**” means a salaried employee of any Member of the Group, or a Corporate Officer of any Member of the Group; and

“**Sale Restriction Period**” means the period beginning on the Award Date and ending on the second anniversary of the Award Date.

2 Excluded Plan Rules under the 2025 French Qualified Plan

In accordance with the French tax statement of practice BOI-BOI-RSA-ES-20-20-10-20-24/07/2017 § 420 and for the purposes of identifying within the Plan the rules that do not comply with the provisions of Article 80 *quaterdecies* of the French Tax Code, Articles L. 22-10-59 to L. 22-10-60 and Articles L. 225-197-1 to L. 225-197-5 of the French Commercial Code, construed in compliance with the French tax statements of practice, the following rules of the Plan are not applicable in the context of the 2025 French Qualified Plan:

- (i) rule 2.4.3 of the Plan and any other provisions relating to waiving or changing a Condition;
- (ii) rule 2.8 (Other forms of Award) of the Plan, and any other provisions relating to Options and any other forms of Awards granted pursuant to rule 2.8;
- (iii) rule 5.4 (Discretion to adjust Vesting) of the Plan, and any other provision relating to adjusting the vesting of Awards;
- (iv) rule 5.5 (Delay to Vesting) of the Plan, and any other provision relating to the delay of the Vesting of Awards;
- (v) rule 5.7 (Consequences of Vesting for Options) of the Plan, any other provisions relating to Options (including rule 9.3 (Lapse of Options));
- (vi) rule 5.8 (Dividend Equivalents) of the Plan, and any other provisions relating to dividend equivalent;
- (vii) rule 5.9 (Cash and Share alternative) of the Plan, and any other provisions relating to the settlement of the Award in cash;
- (viii) rule 6 (Malus and clawback) of the Plan, and any other provisions relating to malus or clawback; and
- (ix) Schedule 1 (Holding Requirement through deferral).

3 Granting Awards and Plan limits

Notwithstanding any other provision of the Plan and notably rule 2.1 (Eligibility), participants who are selected to be granted an Award under this Schedule 5 must satisfy the definition of "Participant" in this Schedule 5.

In accordance with Article L. 225-197-1 II para. 4 of the French Commercial Code, a grant of Awards cannot be made to any Participant already holding more than 10 per cent of the share capital of the Company, nor result in any Participant holding more than 10 per cent of the share capital of the Company. Only the share capital of the Company directly held for less than seven years by the relevant Participant is considered for the purpose of this limit.

The total number of Shares which may be allocated under the Plan or any other free shares plan shall not exceed 10 per cent of the share capital of the Company in issue at the Award Date.

A grant of Awards to Participants who are Corporate Officers shall comply with Articles L.225-197-1 II and L. 22-10-60 of the French Commercial Code (specific conditions applicable to listed companies, including foreign companies), as construed by the French tax statement of practice BOI-RSA-ES-20-20-10-20-24/07/2017, §440, as amended from time to time.

4 Settlement of Awards

Notwithstanding any other provision of the Plan and notably rule 5.9 (Cash and Share alternative), the Awards shall only be settled by delivery of Shares and not in cash.

5 Dividend equivalents

Notwithstanding any other provision of the Plan and notably rule 5.8 (Dividend Equivalents), the Awards granted under this Sub-Plan shall not give rise to the right to any dividend before the Shares are actually delivered to a Participant at the end of the Acquisition Period, including in the form of a dividend equivalent.

6 Minimum Acquisition Period before which the transfer of property of Shares cannot occur

Notwithstanding any other provision of the Plan, the Awards granted pursuant to this Sub-Plan shall not Vest and the Shares underlying the Awards shall not be delivered to a Participant before the end of the Acquisition Period, except in the event of death as described below in paragraph 11 (Death of a Participant).

7 Sale restrictions

Notwithstanding any other provisions of the Plan, and in the event the Shares are delivered to the Participant before the second anniversary of the Award Date, the sale of Shares underlying the Awards granted under this Sub-Plan shall not occur during the Sale Restriction Period, except in any event provided for under French law as an exception to this period before which the Shares cannot be sold, and notably in the event of Disability and death as described below in paragraphs 10 (Disability) and 11 (Death of a Participant).

8 Specific closed periods during which the Shares cannot be disposed of

Notwithstanding any other provision of the Plan, once definitively delivered to the Participant after the end of the Sale Restriction Period, Shares may not be disposed of within the periods as set forth in Article L. 22-10-59 II of the French Commercial Code⁵.

9 Specific closed periods for Corporate Officers

Shares delivered to the Participant holding the duties of Corporate Officers in the Company or any Member of the Group shall not be disposed before termination of the Participant's executive duties.

Alternatively, the Directors can decide that a fraction of the Shares delivered to the Participant holding the duties of chairman of the board, general manager, deputy general manager, member of the directory board, or manager (respectively *président du conseil d'administration*, *directeur général*, *directeur général délégué*, *membre du directoire* or *gérant*) in the Company or any Member of the Group will be in a registered (*nominatif*) form and will not be available for sale or transfer before termination of the Participant's executive duties.

The restrictions specified in this paragraph 9 should not be applicable to the directors (*dirigeants*) of the subsidiaries, including the French subsidiaries, of the Company, in accordance with the French tax statement of practice BOI-RSA-ES-20-20-10-20-24/07/2017, §450, as amended from time to time.

10 Disability

In accordance with Article L. 225-197-1-I, para. 7 of the French Commercial Code, notwithstanding any other provision of the Plan, in the event of Disability of a Participant during the Sale Restriction Period, if any, Shares delivered shall become immediately disposable.

11 Death of a Participant

11.1 Death during the Acquisition Period

In accordance with Article L. 225-197-3 para. 2 of the French Commercial Code, notwithstanding any other provision of the Plan, notably rule 8.6 (Death), in the event of the death of a Participant during the Acquisition Period, their heirs are entitled to request that the numbers of Shares underlying the Awards at the date of death be delivered, provided such request is made within six months from the date of death. Shares delivered shall become immediately disposable.

⁵ These periods being either of two the following:

- (i) 30 calendar days before the announcement of an interim or year-end financial report that the Grantor is required to make public; or
- (ii) for Participants having knowledge of privileged information, pursuant to Article 7 of (EU) Regulation no 596/2014 of the European Parliament and of the Council of 16 April 2014 on market abuse (Market Abuse Regulation) and repealing Directive 2003/6 / EC of the European Parliament and of the Council and Commission Directives 2003/124 / EC, 2003/125 / EC and 2004/72 / EC, which has not been made public, up until the day on which a privilege information is made public.

11.2 Death during the Sale Restriction Period

In accordance with the same Article, notwithstanding any other provision of the Plan, in the event of the death of a Participant during the Sale Restriction Period, if any, the Shares shall become immediately disposable.

12 Adjustment of the Award

Notwithstanding any other provision of the Plan (and notably rule 2 (Granting Awards), rule 4 (Before Vesting), rule 9 (Corporate events) and rule 10 (Changing the Plan and termination)), the number of Shares subject to an Award, as well as the number of Shares to be delivered under an Award cannot be adjusted or modified except:

- (a) in cases which would be authorised or rendered compulsory under French law; and
- (b) in the event of operations performed on the share capital of the Company before the delivery of the Shares, in which case the Company is authorised to adjust the number of Shares to be delivered but only in order to protect the rights of the Participant and to guarantee the neutrality of such operations.

13 Exchange of Shares during the Sale Restriction Period

In the event of an exchange of Shares resulting from a corporate reorganization in accordance with Article L. 225-197-1-III of the French Commercial Code, Article 80 *quaterdecies* III of the French Tax Code and the French tax statement of practice BOI-RSA-ES-20-20-10-20-24/07/2017, §130-§250, as amended from time to time, such period remains applicable to the shares received in the exchange for the time period remaining at the date of the exchange.

14 Voluntary deferral of the Award

Notwithstanding any other provision of the Plan (and notably rule 2 (Granting Awards), rule 4 (Before Vesting), rule 9 (Corporate events) and rule 10 (Changing the Plan and termination)), the Company cannot require or permit the Participants to defer the receipt or issuance of Shares.

15 Changes to the Sub-Plan

The Directors may at any time amend the Sub-Plan, provided that no such amendment shall adversely affect the rights of any Participant, without the Participant's consent and provided that such amendments do not affect the qualifying status of the Awards for French tax and social security purposes and are not inconsistent with French law and, in particular, French legislation regarding the granting of free share awards, as defined under Articles L. 225-197-1 to L. 225-197-5 and Articles L. 22-10-59 to L. 22-10-60 of the French Commercial Code and French Labor law.

16 Period during which Awards can be granted

No Awards can be granted under this Sub-Plan more than 76 months after the date on which the Company has obtained approval of the 2025 French Qualified Plan from the relevant ad hoc organizational body.

17 Participant account

The Shares delivered under this Sub-Plan shall be held in an account in the name of the Participant with the Company or a broker or in such manner as the Company may otherwise determine to ensure compliance with this Sub-Plan.

18 Information obligations

The Members of the Group will comply with the information obligations provided under Article L. 225-197-4 of the French Commercial Code and under the statement of practice BOI-RSA-ES-20-20-10-20-24/07/2017, §480, as amended from time to time.

The Members of the Group are entitled to provide all relevant information to any tax or social security authorities with respect to a Participant and the Plan. The Participant shall cooperate with the Members of the Group.

19 Non-transferability of the Award

Notwithstanding any other provision of the Plan, Awards shall not be transferred or otherwise disposed of, except in the event of death as described above in paragraph 11 (Death of a Participant).

20 Severability

The terms and conditions provided in the Plan as amended by this Schedule 5 are severable. If any provision or rule is or becomes invalid, illegal or unenforceable under French law, it will be deemed deleted, but that will not affect the validity or enforceability of the rest of the provisions.

Schedule 6 California Sub-Plan

(For Offers and Sales made in California)

Adopted by the Board _____, 2025

This Schedule 6 to the Rules of the Computacenter Share Plan 2025 (the “**Plan**”) applies only to Awards made in the State of California (“**California Awards**”). This Schedule 6 is a separate plan (“**California Sub-Plan**”) that incorporates the terms of the Plan, including any and all applicable schedules, except as otherwise set forth in this Schedule 6. For the purposes of this California Sub-Plan, an Award is made in the State of California if it is an “offer or sale of a security in this state” as defined in Section 25008 of the California Corporations Code. This California Sub-Plan is intended to comply with Section 25102(o) of the California Corporations Code and the applicable provisions of the California Code of Regulations, as amended from time to time. If there is any conflict between the rules of the Plan and this California Sub-Plan, the terms of this California Sub-Plan will prevail. Capitalized terms not otherwise defined in this California Sub-Plan have the same meanings ascribed thereto in the Plan. Notwithstanding any other provision of the Plan to the contrary and to the extent required by applicable law, the following terms and conditions shall apply to all California Awards:

- 1** Options granted pursuant to this California Sub-Plan must have an exercise period of not more than 120 months from the date the Option is granted.
- 2** The total number of Shares that may be issued pursuant to this California Sub-Plan may not be more than 10 per cent of the total number of Shares as of the date the Plan is approved by shareholders (subject to adjustment as set forth in Sections 7 and 8 hereof).
- 3** Options and rights to acquire securities under this California Sub-Plan are non-transferable other than by will, by the laws of descent and distribution, to a revocable trust, or as otherwise permitted by Rule 701 of the Securities Act of 1933 of the United States of America.
- 4** Unless employment is terminated for cause (as defined by applicable law, the terms of this California Sub-Plan, Option, or contract of employment), the right to exercise an Option in the event of termination of service, to the extent that the Participant is otherwise entitled to exercise an Option on the date of employment terminates, continues until the earlier of the Option expiration date or:
 - 4.1** at least six months from the date of such Participant’s termination if termination was caused by death or disability; and
 - 4.2** at least 30 days from the date of such Participant’s termination if termination of service was caused by other than death or disability.
- 5** Awards must be made under this California Sub-Plan within 10 years from the date this California Sub-Plan is adopted or the date this California Sub-Plan is approved by the shareholders, whichever is earlier.
- 6** The provisions of this California Sub-Plan are subject to the applicable provisions of the California Labor Code, including Section 221 thereof.
- 7** A proportionate adjustment must be made to the number of Shares purchasable and the exercise price thereof under Options granted pursuant to this California Sub-Plan in the event of a stock split, reverse stock split, stock dividend, recapitalization, combination,

reclassification or other distribution of the Company's equity securities without the receipt of consideration by the issuer, of or on the Company's class or series of securities underlying the Option.

- 8** A proportionate adjustment must be made to the number of Shares awarded under this California Sub-Plan in the event of a stock split, reverse stock split, stock dividend, recapitalization, combination, reclassification or other distribution of the Company's equity securities without the receipt of consideration by the issuer, of or on the Company's class of securities subject to the Award.
- 9** If this Plan is not approved by a majority of the Company's outstanding securities by the later of: (a) within 12 months before or after this California Sub-Plan is adopted; or (b) prior to or within 12 months of the issuance of any security under this California Sub-Plan in the State of California, any issuance of securities before security holder approval is obtained must be rescinded. Such securities shall not be counted in determining whether such approval is obtained.