
Rules of the IP Group plc Share Plan

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The IP Group plc Share Plan

1. Definitions and Interpretation

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

“**Award**” means a Restricted Share Award, a Nil-Cost Option or a Deferred Bonus Award;

“**Board**” means, subject to rule 13.8, the board of the Company or any committee or person duly authorised by the board, or any duly appointed successor body;

“**Bonus**” means any bonus payable by any Group Company;

“**Company**” means IP Group plc registered in England and Wales under number 04204490;

“**Control**” has the meaning given by section 995 of the Income Tax Act 2007;

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

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

“**Deferred Bonus Award**” means a right to receive Shares automatically at no cost granted pursuant to Schedule 2 ;

“**Eligible Employee**” means an employee (including an executive director) of the Company or any of its Subsidiaries;

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

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

“**Grant Period**” means the period of 42 days beginning on:

- (a) the day on which the Plan is approved by shareholders in general meeting;
- (b) the first Dealing Day after the day on which the Company makes an announcement of its results for any period;
- (c) the day on which the Policy is approved by shareholders; or
- (d) any day on which the Board resolves that exceptional circumstances exist which justify the grant of Awards,

unless the Company is restricted from granting Awards during the periods specified above as a result of any Dealing Restrictions, in which case the relevant Grant Period will be 42 days beginning on the day after such Dealing Restrictions are lifted;

“**Group Member**” means the Company, any Subsidiary of the Company, any company that is (within the meaning given by section 1159 of the Companies Act 2006) the Company’s holding

company or a Subsidiary of the Company's holding company or, if the Board so determines, any body corporate in relation to which the Company is able to exercise at least 20% of the equity voting rights and "**Group**" will be construed accordingly;

"**Holding Period**" means a period of two years (or such other period as the Board may determine), beginning on the Vesting Date;

"**Internal Reorganisation**" means where immediately after a change of Control of the Company, all or substantially all of the share capital of the acquiring company is owned directly or indirectly by the persons who were shareholders in the Company immediately before the change of Control;

"**Listing Rules**" means the FCA's listing rules, as amended from time to time;

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

"**Nil-Cost Option**" means a right to acquire Shares subject to the rules of the Plan for nil cost or for a Nominal Exercise Price;

"**Nominal Exercise Price**" means an exercise price per Share equal to the nominal value of a Share from time to time;

"**Normal Release Date**" means the date on which an Award will normally be Released, which:

- (a) in relation to an Award to which no Holding Period applies, will be the Vesting Date; and
- (b) in relation to an Award to which a Holding Period applies, will be the first Dealing Day immediately after the end of the Holding Period;

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

"**Performance Condition**" means any one or more condition, measure, target or underpin (whether on an individual basis or otherwise) imposed under rule 3.1 that relates to performance;

"**Performance Period**" means the period over which a Performance Condition will be measured which, unless the Board determines otherwise, will be at least three years;

"**Plan**" means the IP Group plc Share Plan as amended from time to time;

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

"**Recovery Period**" means subject to rule 8.6, the period ending on the fifth anniversary of the Grant Date, or such other period determined by the Board on or before the Grant Date;

“Recruitment Award” means an Award granted in connection with the recruitment of an Eligible Employee or such other Award granted in exceptional circumstances as the Board may determine;

“Release” means:

- (a) in relation to a Restricted Share Award, the point at which the Participant becomes entitled to receive the Shares under their Award; and
- (b) in relation to a Nil-Cost Option, the point at which it becomes capable of exercise,

and **“Released”** and **“Unreleased”** will be construed accordingly;

“Release Date” means the date on which an Award is Released;

“Relevant Liability” means any tax, social security contributions, levy, charge or other payroll deductions required by law arising out of or in connection with an Award for which the Participant is liable (or which may be recovered from the Participant) and for which any Group Member or former Group Member is obliged to pay or account to any relevant authority, or any reasonable estimate thereof;

“Restricted Share Award” means a right to receive Shares automatically at no cost subject to the rules of the Plan;

“Share” means a fully paid ordinary share in the Company;

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

“Subsidiary” has the meaning given by section 1159 of the Companies Act 2006;

“Trustee” the trustee or trustees for the time being of any employee benefit trust, the beneficiaries of which include Eligible Employees;

“Vest” means the Board’s determination of the number of Shares in respect of which an Award may become capable of Release by reference to the satisfaction of any Performance Condition, any adjustment in accordance with rule 9.2 and any other term of the Award ;

“Vesting Date” means the date on which an Award will normally Vest, which will be the later of:

- (a) the date on which the Board determines the extent to which any Performance Condition has been satisfied in accordance with rule 9.1; and
- (b) the date on which the Board determines whether an adjustment should be made in accordance with rule 9.2;

or any date set by the Board on or before the Grant Date;

“Vesting Period” means:

- (a) in relation to an Award that is subject to a Performance Condition, the Performance Period (or such other period as the Board may determine); and
- (b) in relation to an Award that is not subject to a Performance Condition, the period commencing on the Grant Date and ending on the third anniversary of the Grant Date (or such other date as the Board may determine on or before the Grant Date).

1.2 References in the Plan to:

1.2.1 any statutory provisions or to regulations are to those provisions or regulations as amended or re-enacted from time to time; and

1.2.2 the singular include the plural and vice versa.

1.3 Headings do not form part of the Plan.

2. Grant of Awards

2.1 The Board may, during a Grant Period, grant an Award to an Eligible Employee.

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

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

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

2.5 Awards must be granted by deed (or in such other written form as the Board determines) and, as soon as reasonably practicable after the Grant Date, Participants must be notified of the terms of their Award including whether it is a Restricted Share Award, Nil-Cost Option or Deferred Bonus Award, the Vesting Period, the Vesting Date, any Performance Condition, any Holding Period, any additional terms imposed by the Board in accordance with rule 2.2 and, in the case of a Nil-Cost Option, whether it has a Nominal Exercise Price.

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

- 2.6.1 the Award may not be Released; and/or
 - 2.6.2 the Board may determine that the Award will lapse.
- 2.7 No Award may be granted under the Plan after the tenth anniversary of the date on which the Plan was approved by shareholders.
- 3. Performance Condition**
- 3.1 Awards may be subject to the satisfaction of a Performance Condition.
 - 3.2 Subject to rules 12 and 13, the Performance Condition will be measured over the Performance Period.
 - 3.3 The Board may amend or substitute a Performance Condition in accordance with its terms or if the Board considers that an amended or substituted Performance Condition is reasonable, appropriate and would not be materially less difficult to satisfy than when it was originally set.
- 4. Restrictions on Transfer and Bankruptcy**
- 4.1 An Award must not be transferred, assigned, charged or otherwise disposed of in any way (except in the event of the Participant's death, to their personal representatives) and will lapse immediately on any attempt to do so.
 - 4.2 An Award will lapse immediately if the Participant is declared bankrupt or, if the Participant is outside the UK, any analogous event occurs.
- 5. Dividend Equivalents**
- 5.1 The Board may decide before the delivery of Shares in satisfaction of an Award, that the Participant will receive an amount (in cash and/or additional Shares) equal in value to any dividends that would have been paid on those Shares on such terms and over such period (ending no later than the Release Date) as the Board may determine. This amount may assume the reinvestment of dividends (on such basis as the Board may determine) and may exclude or include special dividends.
- 6. Individual Limit**
- 6.1 No Eligible Employee may be granted an Award (other than a Recruitment Award or a Deferred Bonus Award) that would at the time it is granted, cause the market value (as determined by the Board) of the Shares subject to all Awards (other than Recruitment Awards or Deferred Bonus Awards) granted to them in respect of a particular financial year of the Company, to exceed the applicable limit as set out in the Policy.
 - 6.2 No Eligible Employee may be granted a Deferred Bonus Award (other than a Recruitment Award) that would at the time it is granted, cause the market value (as determined by the Board) of the Shares subject to all Deferred Bonus Awards granted in respect of a financial year of the Company to exceed their total Bonus for that particular financial year).

6.3 To the extent any Award exceeds the applicable limit in rule 6.1 or 6.2 it will be scaled back accordingly.

7. Plan Limits

7.1 The Board must not grant an Award that would cause the number of Shares allocated under the Plan and under any other employee share plan adopted by the Company to exceed such number as represents ten per cent of the ordinary share capital of the Company in issue.

7.2 The Board must not grant an Award that would cause the number of Shares allocated on a discretionary basis under the Plan and under any other employee share plan adopted by the Company to exceed such number as represents five per cent of the ordinary share capital of the Company in issue.

7.3 Subject to rules 7.4 and 7.5, in determining the limits set out in rules 7.1 and 7.2, Shares are treated as allocated if, on any day, they have been newly issued by the Company or transferred from treasury to satisfy an option, award or other right granted during the period of ten years before that day (an “award”), or in the case of such an award in respect of which Shares are yet to be delivered, if the Board intends that new Shares will be issued or that Shares from treasury will be transferred and for these purposes the number of Shares allocated includes:

7.3.1 Shares that have been issued or may be issued to any Trustee; and

7.3.2 Shares that have been or may be transferred from treasury to any Trustee,

and in either case for the Trustee to then transfer to satisfy an award (unless these Shares have already been counted under this rule).

7.4 The Board may determine that Shares transferred from treasury will cease to count as allocated for the purposes of rule 7.3 if guidelines published by institutional investor representative bodies no longer require such Shares to be counted.

7.5 The number of Shares allocated does not include:

7.5.1 Shares that were allocated to satisfy awards to the extent that such awards have lapsed, been relinquished or been satisfied in cash; and

7.5.2 existing Shares (other than treasury Shares) that have been transferred to satisfy awards or that have been allocated to satisfy awards.

7.6 If the Board purports to grant one or more Awards that are inconsistent with the limits in this rule 7, each such Award will be reduced as determined by the Board and will take effect from the Grant Date over the reduced number of Shares.

7.7 The Board may make such adjustments to the method of assessing the limits set out in rules 7.1 and 7.2 as it considers appropriate in the event of any variation of the Company’s share capital.

8. Reduction and Recovery

- 8.1 Notwithstanding any other rule of the Plan, this rule 8 applies to each Award and will continue to apply after the cessation of a Participant's office or employment with a Group Member for any reason, whether or not any termination is lawful.

Action that may be taken to give effect to reduction and recovery provisions

- 8.2 The Board may, where rule 8.4 or 8.5 applies:

8.2.1 impose further conditions on an Award; and/or

8.2.2 reduce (including to nil) the number of Shares to which an Award relates,

at any time before the end of the Recovery Period in respect of such Award.

- 8.3 If Shares and/or cash have been delivered in satisfaction of an Award, the Board may, where rule 8.4 or 8.5 applies:

8.3.1 require a Participant to make a cash payment to the Company in respect of some or all of the Shares or cash delivered to them under the Award; and/or

8.3.2 require a Participant to transfer for nil consideration some or all of the Shares delivered to them under the Award,

at any time before the end of the Recovery Period in respect of an Award, and the Board will determine the basis on which the amount of cash or Shares is calculated including whether and if so to what extent to take account of any tax or social security liability applicable to the Award.

Triggers applicable throughout the Recovery Period

- 8.4 The Board may take any of the actions set out in rule 8.2 or 8.3 if the Board determines that any of the following circumstances have occurred or exist before the end of the Recovery Period:

8.4.1 a material misstatement of any Group Member's financial results;

8.4.2 an error in assessing a Performance Condition applicable to the Award or in the information or assumptions on which the Award was granted, Vests or is Released;

8.4.3 a material failure of risk management in any Group Member or a relevant business unit;

8.4.4 serious reputational damage to any Group Member or a relevant business unit;

8.4.5 serious misconduct or material error on the part of the Participant;

8.4.6 a material corporate failure in any Group Member or a relevant business unit; or

8.4.7 any other circumstances that the Board considers to be similar in their nature or effect to those in this rule 8.4.

Cross-clawback

- 8.5 The Board may take any of the actions set out in rule 8.2 in order to effect the recovery of sums paid or Shares delivered under any malus or clawback provisions that are included in any incentive plan (including the Plan) operated by any Group Member.

Other provisions relating to reduction and recovery provisions

- 8.6 If the action or conduct of any Participant, Group Member or relevant business unit is under investigation by the Company, or the Company has been notified by a third party that an investigation into such action or conduct has begun, before the end of the Recovery Period and such investigation has not been or is not expected to be concluded by that date, the Board may extend the Recovery Period to end on such later date as the Board considers appropriate to allow such investigation to be concluded.
- 8.7 For the purposes of this rule 8, references to:
- 8.7.1 a Participant include former Participants; and
 - 8.7.2 a Group Member or a relevant business unit include any former Group Member or former business unit.

9. Vesting, Release, Exercise and Settlement

- 9.1 As soon as reasonably practicable after the end the Performance Period (or if this rule applies to an Award under rule 12 or 13 before the end of the Performance Period, then at the relevant time), the Board will determine if and to what extent any Performance Condition has been satisfied, and, accordingly, the extent to which the Award will, subject to rule 9.2, Vest. To the extent that the Performance Condition is determined before the end of the Performance Period, the Board can take into account such factors as it considers relevant.
- 9.2 As soon as reasonably practicable after the determination under rule 9.1 (or in the case of an Award that is not subject to a Performance Condition, after the end of the Vesting Period), the Board may, adjust (including by reducing to nil) the extent to which an Award would (but for this rule 9.2) Vest, if it considers that:
- 9.2.1 such Vesting level does not reflect the underlying financial or non-financial performance of the Participant or the Group over the Vesting Period;
 - 9.2.2 such Vesting level is not appropriate in the context of circumstances that were unexpected or unforeseen at the Grant Date; or
 - 9.2.3 there exists any other reason why an adjustment is appropriate,
- taking into account such factors as the Board considers relevant.
- 9.3 An Award will Vest to the extent determined in accordance with rules 9.1 and 9.2 and any part of the Award that does not Vest on such date will lapse immediately.

- 9.4 Subject to rules 10, 12 and 13, an Award will be Released on the Normal Release Date unless on the Normal Release Date (or on any other date on which an Award is due to be Released under rule 12 or 13):
- 9.4.1 a Dealing Restriction applies to the Participant, in which case an Award will be Released on the date on which such Dealing Restriction lifts; or
 - 9.4.2 the action or conduct of any Participant, Group Member or relevant business unit is under investigation pursuant to rule 8 and such investigation has not yet been concluded by that date, in which case an Award will be Released on such later date as the Board considers appropriate to allow such investigation to be concluded.
- 9.5 Subject to rules 10, 12 and 13, a Released Nil-Cost Option may be exercised until the tenth anniversary of the Grant Date (or such earlier date as the Board may determine on or before the Grant Date) in such manner as the Board determines, after which time it will lapse. To exercise a Nil-Cost Option with a Nominal Exercise Price, the Participant must, unless the Board decides to waive the requirement to pay the Nominal Exercise Price, pay the Nominal Exercise Price to the Company or enter into arrangements acceptable to the Board to pay the Nominal Exercise Price.
- 9.6 Subject to rules 10 and 11, where a Restricted Share Award or Deferred Bonus Award has been Released or a Nil-Cost Option has been exercised, the number of Shares in respect of which the Award has been Released or exercised together with any additional Shares or cash to which a Participant becomes entitled under rule 5 will be issued, transferred or paid (as applicable) to the Participant within 30 days thereafter.
- 9.7 Subject to rule 15, the Board may accelerate or delay the Vesting and/or Release (of some or all of an Award (except where rule 12 applies) if, as a result of the Participant moving jurisdiction:
- 9.7.1 the Participant would suffer a different (including but not limited to greater and/or earlier) liability to tax and/or social security contributions than was considered to be the case on the Grant Date;
 - 9.7.2 the Participant's ability to exercise a Nil-Cost Option, or have Shares delivered to them would be restricted; and/or
 - 9.7.3 the Participant's ability to hold or deal in the Shares acquired or the proceeds of sale of or dividends payable on such Shares would be restricted or prohibited, and
- the Board may determine that such Vesting and/or Release will be subject to such conditions as the Board may determine, which may include restrictions on the disposal of some or all of the Shares acquired pursuant to the Award for such period as the Board may determine, and that any Shares so restricted may be forfeited if the Participant ceases to hold office or employment with a Group Member during such period in circumstances in which their Award would have lapsed if it had not Vested or been Released in accordance with this rule 9.7 and that any such Shares remain subject to reduction and recovery under rule 8. The Board may make the Release of the Award or exercise of a Nil-Cost Option conditional on the Participant

taking any action (including entering into any agreement) reasonably required by the Board in relation to such conditions.

- 9.8 Any costs associated with the delivery of Shares to satisfy an Award (including any stamp duty or stamp duty reserve tax but excluding Relevant Liabilities) will be borne by the Company (or another Group Member). Any costs associated with the sale of Shares acquired pursuant to an Award (including on any sale pursuant to rule 10) will be borne by the Participant.

10. Relevant Liabilities and Regulatory Issues

- 10.1 A Participant will be responsible for and indemnifies each relevant Group Member and the Trustee against any Relevant Liability relating to their Award. Any Group Member and/or the Trustee may:

10.1.1 withhold from any amounts due to the Participant (to the extent that such withholding is lawful) an amount not exceeding such Relevant Liability; or

10.1.2 make any other arrangements as it considers appropriate to ensure recovery of the Relevant Liability, which may include the sale of Shares acquired and using the proceeds to meet the Relevant Liability, or the cash settlement under rule 11 of part of the Award.

- 10.2 The Release of an Award, the exercise of a Nil-Cost Option and the issue or transfer of Shares under the Plan will be subject to obtaining any approval required by the FCA (or any other relevant authority), any Dealing Restrictions or any other laws or regulations (whether in the UK or overseas).

- 10.3 The Board may make the delivery of any Shares on the Release of a Restricted Share Award or Deferred Bonus Award or the exercise of a Nil-Cost Option conditional on the Participant taking any action (including entering into any agreement) in relation to those Shares reasonably required by the Board in connection with any Shareholding Requirement.

11. Cash Equivalent

- 11.1 Subject to rule 11.2, at any time before Shares have been delivered to a Participant to satisfy an Award, the Board may determine that, in substitution for their right to acquire some or all of those Shares, the Participant will instead receive a cash sum equal to:

11.1.1 in the case of a Restricted Share Award or Deferred Bonus Award, the market value (as determined by the Board) on the Release Date of the Shares that would otherwise have been delivered; and

11.1.2 in the case of a Nil-Cost Option, the market value (as determined by the Board) on the date of exercise of the Shares that would otherwise have been delivered less any Nominal Exercise Price, and

any such cash sum will be paid to the Participant within 30 days after the Release of the Restricted Share Award or the exercise of the Nil-Cost Option, net of any Relevant Liability.

- 11.2 The Board may determine that this rule 11 will not apply to an Award or any part of it.

12. Cessation of Employment

Meaning of cessation of employment

12.1 For the purposes of the Plan, no person will be treated as ceasing to hold office or employment with a Group Member until that person no longer holds:

12.1.1 an office or employment; or

12.1.2 a right to return to an office or employment

with any Group Member, unless the Board determines that a person will be treated as ceasing to hold office or employment with a Group Member on an earlier date, not being earlier than the date such person gives or receives notice of termination of office or employment.

Cessation of employment before the Vesting Date – default position

12.2 If a Participant ceases to hold office or employment with a Group Member before the Vesting Date other than in accordance with rule 12.3 or on account of their death, that Award will lapse on the date of such cessation.

Cessation of employment before the Vesting Date – good leaver

12.3 If a Participant ceases to hold office or employment with a Group Member before the Vesting Date as a result of:

12.3.1 ill-health, injury or disability as established to the satisfaction of the Board;

12.3.2 the Participant's employing company ceasing to be a Group Member or the transfer of an undertaking or part of an undertaking to a person who is not a Group Member;
or

12.3.3 any other reason (other than gross misconduct, in which case that Award will lapse on the date of such cessation) as the Board may determine,

rule 12.4 applies to the Award.

12.4 If this rule 12.4 applies to an Award, the Award will Vest and be Released as follows:

Determination of Vesting

12.4.1 the Award will normally continue pursuant to the rules of the Plan, save that rule 12.4.3 (time based reduction) will also apply to the Award;

12.4.2 alternatively, the Board may determine that the Award should Vest earlier, in which case the extent to which the Award Vests shall be determined by the early application of:

(a) rule 9.1 (determining the extent to which the Performance Condition has been satisfied);

(b) 9.2 (adjusting outcomes);

and by the application of 12.4.3 (time based reduction);

Time based reduction

- 12.4.3 the number of Shares in respect of which the Award Vests will be reduced to take account of the proportion of the Vesting Period that had elapsed on the date of the Participant's cessation of office or employment with a Group Member (unless the Board determines otherwise or that a different pro ration formula will be applied);

Timing of Release

- 12.4.4 the Board may also determine when the Award will be Released, save that if no such determination is made:
- (a) where the Award Vests early, the Award will be Released on Vesting subject to the rules of the Plan; and
 - (b) where the Award continues it will be Released on the Normal Release Date (subject to rule 13).

Death

- 12.5 If a Participant ceases to hold office or employment with a Group Member as a result of their death:

- 12.5.1 before the Vesting Date, the extent to which the Award Vests shall be determined by the early application of:

- (a) rule 9.1 (determining the extent to which the Performance Condition has been satisfied);
- (b) 9.2 (adjusting outcomes);

and the application of 12.4.3 (time based reduction),

as soon as reasonably practicable following the date of death, unless the Board determines that the Award should continue, in which case rule 12.4.1 will apply;

- 12.5.2 on or after the Vesting Date, the Award will be Released as soon as reasonably practicable after the date of death or such later date as the Board may determine (being no later than the Normal Release Date).

Cessation of employment on or after the Vesting Date

- 12.6 If a Participant ceases to hold office or employment with a Group Member on or after the Vesting Date for any reason (other than death in which case 12.5 applies, and gross misconduct in which case that Award will lapse on the date of such cessation), the Vested Award will:

- 12.6.1 continue and, subject to rule 13 (corporate events), be Released on its Normal Release Date, unless the Board determines that the Award should be Released earlier and subject to rule 12.5.2 (death); or

- 12.6.2 if it is a Nil-Cost Option that has already been Released, be exercisable in the period determined in accordance with rule 12.7.

Period of exercise of a Nil-Cost Option

- 12.7 If a Participant ceases to hold office or employment with a Group Member, a Nil-Cost Option (whether Released under this rule 12 or has already been Released) may, subject to rule 13, be exercised until the latest of:

- 12.7.1 the date that is six months after the Release Date;
- 12.7.2 the date that is six months after the Participant's cessation of office or employment; and
- 12.7.3 where the Participant ceased to hold office or employment with a Group Member as a result of their death, the date that is twelve months after the date of the Participant's death,

or such later date as the Board may determine, after which time it will lapse.

Leavers – shareholding requirement

- 12.8 The Board may determine that any Award held by a Participant after they have ceased to hold office or employment with a Group Member will lapse if the Participant fails to abide by any applicable Shareholding Requirement.

Leavers – post-cessation change in circumstances

- 12.9 If an Award continues in accordance with rule 12.3 following a Participant ceasing to hold office or employment with a Group Member, the Board may:
- 12.9.1 require the Participant to confirm, in such form and at such time or times as the Board requires that in the period between the date of cessation and the date on which the Award Vests they have not started or agreed to start employment with, or otherwise to provide services to, any other person;
- 12.9.2 make the delivery of any Shares to satisfy the Release of the Award (if it is a Restricted Share Award or Deferred Bonus Award) or the exercise of the Award (if it is a Nil-Cost Option) conditional on the Participant giving the confirmation referred to in rule 12.9.1;
- 12.9.3 determine that the Award will lapse if:
- (a) the Participant does not give the confirmation referred to in rule 12.9.1; or
 - (b) the Board determines that in the period between the date of cessation and the date on which the Award Vests the Participant has started or agreed to start employment with, or otherwise to provide services to, any other person.

13. Corporate events

General offer and scheme of arrangement

13.1 Where any of the events described in rule 13.2 occurs, subject to rule 13.6:

13.1.1 all Awards will Vest in accordance with rule 13.5 at the time of such event;

13.1.2 all Unreleased Awards (including any Award that Vests under rule 13.5) will be Released at the time of such event; and

13.1.3 all Nil-Cost Options will (whether they were Released under this rule 13.1 or earlier) lapse after a period of one month (or such other period as the Board may determine) from the date of the relevant event.

13.2 The events referred to in rule 13.1 are:

13.2.1 any person (either alone or together with any person acting in concert with them):

(a) obtaining Control of the Company as a result of making a general offer to acquire Shares; or

(b) already having Control of the Company, making an offer to acquire all of the Shares other than those which are already owned by them,

and such offer becoming wholly unconditional; and

13.2.2 a compromise or arrangement in accordance with either section 899 or 901F of the Companies Act 2006 for the purposes of a change of Control of the Company, being sanctioned by the Court.

Winding up

13.3 On the passing of a resolution for the voluntary winding-up or the making of an order for the compulsory winding up of the Company:

13.3.1 the Board will determine whether Unvested Awards will:

(a) Vest in accordance with rule 13.5; or

(b) lapse;

13.3.2 any Unreleased Awards (including any Awards that Vest under rule 13.5) will be Released; and

13.3.3 the Board will determine the period of time during which any Nil-Cost Option (whether it was Released under rule 13.3.2 or earlier) may be exercised after which time it will lapse.

Other events

- 13.4 If the Company is or may be affected by any variation of the share capital of the Company, a demerger, delisting, special dividend or other event that, in the opinion of the Board, may materially affect the current or future value of Shares, the Board may determine:
- 13.4.1 that any Unvested Award will Vest in accordance with rule 13.5; and
 - 13.4.2 that any Unreleased Award (including any Award that Vests under rule 13.5) will be Released at the time of such event;
 - 13.4.3 the period of time during which any Nil-Cost Option (whether it was Released under rule 13.4.2 or earlier) may be exercised, after which time it will lapse.

Vesting level

- 13.5 Any Award will Vest under this rule 13.5 to the extent determined by the Board, taking into account:
- 13.5.1 in the case of an Award subject to a Performance Condition, the extent to which any Performance Condition has, in the Board's opinion, been satisfied at the time of the relevant event, taking into account such factors as the Board considers relevant;
 - 13.5.2 in the case of any Award, whether it is appropriate to adjust (including by reducing to nil) the extent to which the Award would (but for this rule 13.5.2) Vest, if it considers that rule 9.2.1, 9.2.2 or 9.2.3 applies, taking into account such factors as the Board considers relevant;
 - 13.5.3 if a Participant no longer holds office or employment with a Group Member at the time of the relevant event, the proportion of the Vesting Period that had elapsed at the date of their cessation of office or employment (unless the Board determines otherwise or that a different pro ration formula will be applied); and
 - 13.5.4 if a Participant continues to hold office or employment with a Group Member at the time of the relevant event, the proportion of the Vesting Period that has elapsed on the date of the relevant event (unless the Board determines otherwise or that a different pro ration formula will be applied),
- and any part of the Award that does not Vest will lapse immediately.

Exchange

- 13.6 An Award will not Vest, be Released or lapse under this rule 13 but will be exchanged for a new award that, in the opinion of the Board (being the members of the Board immediately before the relevant event), is equivalent to the Award, to the extent that:
- 13.6.1 an offer to exchange the Award is made and accepted by a Participant;
 - 13.6.2 there is an Internal Reorganisation, unless the Board determines otherwise; or
 - 13.6.3 the Board decides (before the relevant event) that an Award will be exchanged.

The new award may be over shares in and/or other securities issued by a different company (whether an acquiring company or a different company) and/or a right to receive a cash amount.

- 13.7 If an Award is exchanged under rule 13.6, the rules of this Plan will be construed in relation to the new award (the “**New Award**”) as if:
- 13.7.1 the New Award was an Award granted under the Plan at the same time as the Award;
 - 13.7.2 references to any Performance Condition were references to a new performance condition to which the New Award is subject;
 - 13.7.3 references to the Company were references to the company whose shares and/or other securities are subject to the New Award; and
 - 13.7.4 references to Shares were references to shares and/or other securities that are the subject of the New Award.

Meaning of Board

- 13.8 Any reference to the Board in this rule 13 means the members of the Board immediately before the relevant event.

14. Adjustments

- 14.1 The number of Shares subject to an Award and/or any Performance Condition may be adjusted in such manner as the Board determines, in the event of:
- 14.1.1 any variation of the share capital of the Company; or
 - 14.1.2 a demerger, delisting, special dividend or other event that may, in the opinion of the Board, affect the current or future value of Shares.

15. Amendments

- 15.1 Except as described in this rule 15, the Board may amend the rules of the Plan or the terms of any Award.
- 15.2 Subject to rule 15.3, no amendment to the advantage of Eligible Employees and/or Participants may be made under this rule 15 to the provisions relating to:
- 15.2.1 the persons to whom, or for whom, Shares or cash are provided under the Plan;
 - 15.2.2 limitations on the number or amount of Shares or cash subject to the Plan;
 - 15.2.3 the maximum entitlement for any one Participant;
 - 15.2.4 the basis for determining a Participant’s entitlement to, and the terms of, Shares or cash to be provided under the Plan;
 - 15.2.5 the adjustments that may be made in the event of a variation of capital; and

15.2.6 the terms of this rule 15.2

without prior approval of the shareholders of the Company in general meeting.

- 15.3 Rule 15.2 will not apply to any minor amendment that is to benefit the administration of the Plan or is necessary or desirable to take account of any change in legislation or to obtain or maintain favourable taxation, exchange control or regulatory treatment for any Group Member, Eligible Employee or Participant.
- 15.4 No amendment to the material disadvantage of existing rights of Participants (except in respect of a Performance Condition) will be made under rule 15.1 unless:
- 15.4.1 every Participant who may be affected has been invited to indicate whether or not they approve the amendment; and
- 15.4.2 the amendment is approved by a majority of those Participants who have so indicated.
- 15.5 No amendment will be made under this rule 15 if it would prevent the Plan from being an employees' share scheme within the meaning of section 1166 of the Companies Act 2006.
- 15.6 The Board may establish further schedules to the Plan for overseas territories. Any such schedule will be similar to the Plan but may modify the Plan to take account of local tax, exchange control or securities laws. Any Award granted under any such schedule must be treated as counting against the limits set out in rule 6 and any Shares made available under any such schedule must be treated as counting against the limits set out in rule 7.

16. Legal Entitlement

- 16.1 This rule 16 applies during a Participant's employment with any Group Member and after the termination of such employment, whether or not the termination is lawful.
- 16.2 Nothing in the Plan or its operation forms part of the terms of employment of a Participant and the rights and obligations arising from a Participant's employment with any Group Member are separate from, and are not affected by, their participation in the Plan. Participation in the Plan does not create any right to continued employment with a Group Member for any Participant.
- 16.3 The grant of any Award to a Participant does not create any right for that Participant to be granted any further Awards or to be granted Awards on any particular terms, including the number of Shares to which Awards relate.
- 16.4 By participating in the Plan, a Participant waives all rights to compensation for any loss in relation to the Plan, including:
- 16.4.1 any loss or reduction of any rights or expectations under the Plan in any circumstances or for any reason (including lawful or unlawful termination of the Participant's employment);
- 16.4.2 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; and

16.4.3 the operation, suspension, termination or amendment of the Plan.

17. General

- 17.1 The Plan will terminate upon the date stated in rule 2.7, or at any earlier time by the passing of a resolution by the Board or an ordinary resolution of the Company in general meeting. Termination of the Plan will be without prejudice to the existing rights of Participants.
- 17.2 Shares issued or transferred from treasury under the Plan will rank equally in all respects with the Shares then in issue, except that they will not rank for any voting, dividend or other rights attaching to Shares by reference to a record date preceding the date of issue or transfer from treasury.
- 17.3 The personal data of any Eligible Employee, Participant or former Participant may be processed in connection with the operation of the Plan in accordance with the Group's prevailing data protection policy and as notified to Eligible Employees pursuant to a privacy notice or otherwise. If an Eligible Employee, Participant or former Participant is employed outside the European Economic Area and outside the United Kingdom and consent is needed for processing of their personal data in connection with the operation of the Plan, by participating in the Plan, they consent to such processing of their personal data.
- 17.4 The Plan will be administered by the Board. The Board will have full authority, consistent with the Plan, to administer the Plan, including authority to interpret and construe any provision of the Plan and to adopt regulations for administering the Plan. Decisions of the Board will be final and binding on all parties.
- 17.5 Any notice or other communication in connection with the Plan may be delivered personally or sent by electronic means or post, in the case of a company to its registered office (for the attention of the company secretary), and in the case of an individual to their last known address, or, where they are a director or employee of a Group Member, either to their last known address or to the address of the place of business at which they perform the whole or substantially the whole of the duties of their office or employment. Where a notice or other communication is given by post, it will be deemed to have been received 72 hours after it was put into the post properly addressed and stamped, and if by electronic means, when the sender receives electronic confirmation of delivery or if not available, 24 hours after sending the notice.
- 17.6 No benefits received under the Plan will be pensionable.
- 17.7 If any rule of the Plan or any term of an Award is held to be void but would be valid if part of its wording were deleted, such rule will apply with such deletion as may be necessary to make it valid.
- 17.8 No third party other than a Group Member will have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Plan (without prejudice to any right of a third party that exists other than under that Act).

17.9 The rules of the Plan will be governed by and construed in accordance with the laws of England and Wales. Any person referred to in the Plan submits to the exclusive jurisdiction of the Courts of England and Wales.

Schedule 1 - Cash Awards

- 1.1. The rules of the IP Group plc Share Plan will apply to a right to receive a cash sum granted under this Schedule as if it was either a Restricted Share Award (a “**Cash Restricted Share Award**”), Deferred Bonus Award (a “**Cash Deferred Bonus Award**”) or a Nil-Cost Option (a “**Cash Option**”), except as set out in this Schedule. Where there is any conflict between the rules of the Plan and this Schedule, the terms of this Schedule will prevail.
- 1.2. Each Cash Restricted Share Award, Cash Deferred Bonus Award or Cash Option will relate to a certain number of notional Shares.
- 1.3. On the Release of a Cash Restricted Share Award, Cash Deferred Bonus Award or the exercise of a Cash Option the Participant will be entitled to receive a cash sum, calculated on the following basis:
 - 1.3.1. in the case of a Cash Restricted Share Award or Cash Deferred Bonus Award, the cash sum will be equal to the market value (as determined by the board) on the release date of the notional shares in respect of which the Cash Restricted Share Award is released; and
 - 1.3.2. in the case of a Cash Option, the cash sum will be equal to the market value (as determined by the board) on the date of exercise of the notional shares in respect of which the Cash Option is exercised.
- 1.4. The cash sum payable under paragraph 1.3 above will be paid to the participant within 30 days after the release of the Cash Restricted Share Award or Cash Deferred Bonus Award or the exercise of the Cash Option, net of any Relevant Liability as may be required by law.
- 1.5. Unless the Board determines otherwise on or before the grant date of a Cash Restricted Share Award, Cash Deferred Bonus Award, or a Cash Option, the Board may, at any time prior to the date on which the cash sum becomes payable under paragraph 1.3 above, determine that a Cash Restricted Share Award, Cash Deferred Bonus Award or a Cash Option will be converted into a Restricted Share Award, Deferred Bonus Award or a Nil-Cost Option under the rules of the Plan over the same number of Shares as the number of notional shares to which the Cash Restricted Share Award, Cash Deferred Bonus Award or Cash Nil-Cost Option relates.

Schedule 2 – Deferred Bonus Awards

1. Deferred Bonus Awards

- 1.1 The rules of the IP Group plc Share Plan will apply to a Deferred Bonus Award granted except as set out in this Schedule. Where there is any conflict between the rules of the Plan and this Schedule, the terms of this Schedule will prevail.

2. Definitions

- 2.1 The following definitions will apply to Deferred Bonus Awards in addition to or instead of the definitions in the rules of the Plan, as appropriate:

“Recovery Period” means subject to rule 8.6, the period ending on the third anniversary of the Grant Date, or such other period determined by the Board on or before the Grant Date;

“Release” means the point at which the Participant becomes entitled to receive the Shares under their Deferred Bonus Award and **“Released”** and **“Unreleased”** will be construed accordingly;

“Vest” means the point at which the Participant becomes entitled to receive the Shares comprised in the Deferred Bonus Award under the rules of the Plan and any other term of the Deferred Bonus Award;

“Vesting Date” means the date on which a Deferred Bonus Award will normally Vest, which will be the day after the end of the Vesting Period (or any other date set by the Board on or before the Grant Date); and

“Vesting Period” means such period as the Board determines at the Grant Date and notified to Participants under rule 2.5.

3. Terms

- 3.1 In relation to the Vesting and Release of a Deferred Bonus Award, rules 9.1, 9.2 and 9.3 will be deleted and rule 9.3 will be replaced by: A Deferred Bonus Award will Vest on its Vesting Date subject to rules 12 and 13, and immediately be Released.
- 3.2 In relation to cessation of employment where rule 12.3 or 12.5 applies, rule 12.4.3 will not apply to Deferred Bonus Awards.
- 3.3 In relation to corporate events where rule 13 applies, rules 13.5.3 and 13.5.4 will not apply to Deferred Bonus Awards.

4. Australian Participants

- 4.1 This paragraph applies to Deferred Bonus Awards granted to any Participant who is subject to income taxation or Medicare levy in Australia at any time from the Grant Date to Release of the Deferred Bonus Award (an **“Australian Participant”**).

- 4.2 For the purposes of Australian tax legislation, the Plan will be a scheme to which Subdivision 83A-C of the Income Tax Assessment Act 1997 (“**ITAA 1997**”) applies subject to any conditions in that Act.
- 4.3 Unless the Board decides otherwise, subject to any applicable section of the ITAA 1997, immediately following the grant of a Deferred Bonus Award to an Australian Participant, the maximum number of Shares that can be received by an Australian Participant under a Deferred Bonus Award under the Plan shall not exceed 10% of the total number of issued Shares in that share class of the Company.
- 4.4 Unless the Board decides otherwise, subject to any applicable section of the ITAA 1997, immediately following the Grant Date of a Deferred Bonus Award to an Australian Participant, an Australian Participant must not be in a position to cast, or control the casting of 10% or more of the maximum number of votes that might be cast at a general meeting of the Company.

Schedule 3 – US Participants

The purpose of this Schedule 3 to the IP Group plc Share Plan is to vary certain provisions of the Plan in their application to US Participants.

This Schedule 3 applies to Awards (including, for the avoidance of doubt, any Cash Restricted Share Awards granted under Schedule 1 and any Deferred Bonus Award granted under Schedule 2) granted to US Participants or Awards granted to a Participant who subsequently becomes a US Participant. This Schedule 3 is intended to comply with section 409A.

Where there is any conflict between the rules of the Plan and this Schedule 3, the terms of this Schedule 3 will prevail.

1. Definitions and Interpretation

1.1. Except as provided in this Schedule 3, words and phrases in this Schedule 3 will have the same meaning as in the rules of the Plan.

1.2. In this Schedule 3, the words and expressions below have the following meaning:

“Award Certificate” means a certificate which sets out the terms of an Award;

“change of ownership or effective control” means: (i) the acquisition by one person, or more than one person acting as a group, of ownership of Shares that, together with Shares held by such person or group, constitutes more than 50% of the total fair market value or total voting power of the Shares; (ii) the acquisition by one person, or more than one person acting as a group, of ownership of Shares, that together with Shares acquired during the twelve-month period ending on the date of the most recent acquisition by such person or group, constitutes 30% or more of the total voting power of the Shares; (iii) a majority of the members of the Board are replaced during any twelve-month period by directors whose appointment or election is not endorsed by a majority of the members of the Board before the date of the appointment or election; (iv) one person, or more than one person acting as a group, acquires (or has acquired during the twelve-month period ending on the date of the most recent acquisition by such person or group) assets from the Company that have a total gross fair market value (determined without regard to any liabilities associated with such assets) equal to or more than 40% of the total gross fair market value of all of the assets of the Company immediately before such acquisition or acquisitions. Persons will not be considered to be acting as a group solely because they purchase or own shares of the same corporation at the same time, or as a result of the same public offering. However, persons will be considered to be acting as a group if they are owners of a corporation that enters into a merger, consolidation, purchase or acquisition of stock, or similar business transaction with the Company.

This definition shall be interpreted in accordance with, and in a manner that will bring the definition into compliance with, the regulations under section 409A.

“Code”	means the US Internal Revenue Code of 1986, as amended from time to time, and the regulations thereunder;
“Plan”	means the IP Group plc Share Plan, as amended from time to time;
“section 409A”	means section 409A of the Code;
“separation from service”	has the same meaning given to such term in regulation 1.409A-1(h) of the Code;
“Schedule 3”	means this Schedule 3 to the Plan;
“US Participant”	means a Participant who is or becomes subject to a US Tax Liability; and
“US Tax Liability”	means any US tax or social security contributions liability in connection with an Award for which the participant is liable.

2. **Application to the rules of the Plan**

- 2.1. The rules of the Plan will apply to Awards which are subject to this Schedule 3, save as those rules are amended by this Schedule 3.

3. **Grant of Awards**

- 3.1. An Award granted under this Schedule 3 may only be made in the form of a Restricted Share Award, Cash Restricted Share Award or a Deferred Bonus Award and the rules of the Plan, as amended by this Schedule 3, will be construed accordingly.
- 3.2. The following words will be added to rule 2.2 following the words *“An Award may be subject to such additional terms”*:

“, provided that such additional terms are consistent with Schedule 3,”

- 3.3. The following new rule 2.5 will apply in substitution for rule 2.5:

“2.5 Awards must be granted by deed (or in such other written form as the Board determines) and, as soon as reasonably practicable after the Grant Date, Participants must be notified of the terms of their Award including whether it is a Restricted Share Award, Cash Restricted Share Award or a Deferred Bonus Award, the Vesting Period, any Performance Condition, any Holding Period, the Normal Release Date and any additional terms imposed by the Board in accordance with rule 2.2 in an Award Certificate”

- 3.4. If a Participant to whom an Award has been granted becomes subject to a US Tax Liability in connection with the Award after the Grant Date and before it is Released:

- 3.4.1. if the Award is a Nil-Cost Option, it will be converted without any further action on the part of the Participant or the Company into a Restricted Share Award; and
- 3.4.2. the Award will be subject to the rules of the Plan as varied by this Schedule 3.

4. Dividend Equivalents

- 4.1. The following new rule 5.2 will be added to rule 5:

“5.2 Any such amount will be paid no later than 30 days following the Release Date, and in any event no later than 31 December of the calendar year in which the Award is Released.”

5. Vesting, Release, Exercise and Settlement

- 5.1. A reference to rule 9.4A will be inserted into rule 9.4 between “rules” and “10”, such that it begins “Subject to rules 9.4A, 10, 12 and 13....”

- 5.2. The following new rule 9.4A will be added to rule 9:

“9.4A The Release of an Award may not be delayed under rule 9.4 beyond 31 December of the calendar year in which the Award is Released but for such delay.”

- 5.3. The following words will be added to the end of rule 9.6:

“(and in any event, by no later than 31 December of the year in which the Award is Released).”

- 5.4. Rule 9.7 will not apply to any Award which is subject to this Schedule 3.

- 5.5. The following new rule 9.9 will be added to rule 9:

“9.9 Where Shares to be delivered in respect of an Award subject to this Schedule 3 are delivered via the Trustee:

9.8.1 the Participant will not have any interest in those Shares until the Award has been Released in accordance with the rules of the Plan;

9.8.2 the Participant will not have any interest in any trust in which the Shares are held; and

9.8.3 the Trustee will not allocate any Shares or other trust assets in favour of the Participant until the Award has been Released in accordance with the rules of the Plan.”

6. Taxation and Regulatory Issues

- 6.1. The following new rule 10.2A will be added to rule 10:

“10.2A The Release of an Award will, to the extent required, only be delayed pursuant to rule 10.2 to the extent that the delay would comply with section 409A.”

- 6.2. The following new rule 10.4 will be added to rule 10:

“10.4 If a Relevant Liability arises in relation to an Award before that Award would otherwise be Released, that Award will be Released at that time in respect of such number of Shares as have a market value (as determined by the Board) as nearly as possible equal to (but not greater than) the amount of that Relevant Liability in a manner that complies with section 409A and regulation 1.409A-3(j)(4)(xi) thereunder.”

7. Cash Equivalent

7.1. The following rule 11.1 will apply in substitution for rule 11.1:

“11.1 Subject to rule 11.2, at any time prior to the date on which Shares have been delivered to a Participant to satisfy an Award, the Board may determine that, in substitution for their right to acquire some or all of the Shares to which their Award relates, the Participant will instead receive a cash sum equal to the market value (as determined by the Board) on the Normal Release Date of the Shares that would otherwise have been delivered. Any such cash sum will be paid to the Participant within 30 days of the Normal Release Date and by no later than 31 December of the year in which the Normal Release Date falls, net of any Relevant Liability.”

8. Cessation of Employment

8.1. In rule 12, the concepts of: (i) “ceasing to hold office or employment” will be interpreted consistently with the term “separation from service”; and (ii) “ill-health, injury or disability” will mean that the Participant is permanently and totally disabled within the meaning of section 22(e) of the Code.

8.2. The following word will be deleted from rule 12.4.1:

“normally”

8.3. Rule 12.4.2 will not apply to any Award which is subject to this Schedule 3.

8.4. The following new rule 12.4.4 will apply in substitution for rule 12.4.4:

“12.4.4 the Award will, subject to rule 13, be Released on the Normal Release Date; provided that any payment under an Award (or any portion thereof) that is subject to the requirements of section 409A and that arises due to the separation from service of a Participant who is a “specified employee” (as such term is defined under section 409A) will not be made within the 6-month period commencing on the date of the separation from service, and any such payment that would have been made during such period if not for the application of this rule will be made on the earlier of (a) the expiration of the 6-month period and (b) the date of the Participant’s death.”

8.5. The following words will be deleted from rule 12.5.1:

“unless the Board determines that the Award should continue, in which case rule 12.4.1 will apply;”

and replaced with:

“, and in any event no later than: (i) 31 December of the year in which the Participant dies or (ii) the Normal Release Date, whichever is earlier.”

8.6. The following words will be deleted from rule 12.5.2:

“or such later date as the Board may determine (being no later than the Normal Release Date).”

and replaced with:

“, and in any event no later than: (i) 31 December of the year in which the Participant dies or (ii) the Normal Release Date, whichever is earlier.”

8.7. The following words will be deleted from rule 12.6.1:

“unless the Board determines that the Award will be Released earlier and”

8.8. Rule 12.9 will not apply to any Award subject to this Schedule 3.

9. **Corporate Events**

9.1. The following words will be added to the end of rule 13.2:

“, provided any such event is a change of ownership or effective control, as provided in section 409A(a)(2)(v) of the Code”.

9.2. The following new rule 13.4A will be added to rule 13:

“13.4A Where the Board determines that an Award will be Released pursuant to rules 13.3 or 13.4, the determination will be made such that the Release will be completed only to the extent that it complies with section 409A.”

9.3. The following new rule 13.6A will be added to rule 13:

“13.6A Any exchange of Award under rule 13.6 will be effective only to the extent that it complies with section 409A, including that any exchange will not affect the time that cash or Shares would, but for rule 13.6, be delivered in satisfaction of an Award.”

10. **Adjustments**

10.1. The following new rule 14.2 will be added to rule 14:

“14.2 Any adjustment made under this rule 14 will only be effective to the extent that it complies with section 409A.”

11. **Amendments**

11.1. The following new rule 15.7 will be added to rule 15:

“15.7 Any amendment made under this rule 15 will only be effective to the extent that it complies with section 409A.”

12. **Schedule 1**

12.1. Rule 1.5 of Schedule 1 will not apply to any Award subject to this Schedule 3.