



PROSUS N.V.

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SHARE AWARD PLAN

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Approved by the shareholders of the Company on 6 September 2019

Adopted by the Board on 6 September 2019

Amended by the shareholders of the Company on [DATE] 2020

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## 1. DEFINITIONS AND INTERPRETATION

### 1.1 In the Plan, unless the context otherwise requires:

"**Award**" means a Performance Share Award or a Restricted Share Award giving the Participant a right to acquire Shares;

"**Board**" means the board of directors of the Company or a duly authorised committee of the Board, such as the Committee, or a duly authorised person, or any successor entity;

"**Business Day**" means any day on which the Shares may generally be traded on Euronext by members of the public, excluding Saturdays, Sundays and any official public holidays in the Netherlands;

"**Cash Award**" has the meaning set out in Rule 9 (*Cash alternative and Cash Awards*);

"**Committee**" means the human resources and remuneration committee of the Board or any duly authorised committee or person to whom the Committee delegates its authority, or on and after the occurrence of a corporate event described in Rule 0 (*Takeovers and other corporate events*), the remuneration committee of the Board as constituted immediately before such event occurs;

"**Company**" means Prosus N.V. (registered in the Netherlands with registered number 34099856);

"**Control**" means power of a person by means of holding of shares, possession of voting rights or as a result of any power conferred in any document to secure that the affairs of a company are conducted in accordance with that person's wishes;

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

- (a) the date of cessation of employment of a Participant in the circumstances referred to in Rule 11.1 (*Good leavers*); or
- (b) a date of notification referred to in Rule 12.1 (*General offers*) or the date of Vesting referred to in Rule 12.2 (*Demergers and similar events*);

"**Euronext**" means Euronext N.V. or any successor to that company;

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

"**Grant Notice**" means the document provided to Participants setting out the terms of their Award in accordance with Rules 3.2, 5.2 and 6.2;

"**Grant Price**" means the market value of the Award on the Grant Date as determined by the Board;

"**Group Member**" means the Company, its Subsidiaries ~~and~~, any body corporate which is the Company's (direct or indirect) holding company and any Subsidiaries of that (direct or indirect) holding company;

"**Listing Rules**" means the listing rules published by Euronext;

"**Normal Vesting Date**" means the date on which an Award Vests under Rule 7.1 (*Timing of Vesting: Normal Vesting Date*), which in the case of Restricted Share Awards shall be 25% of the Shares under the Restricted Share Award on each of the first four anniversaries of the Grant Date;

"**Participant**" means a person who holds an Award including their personal representatives;

"**Performance Condition**" means a condition related to performance which is specified by the Board under Rule 3.1 (*Terms of grant*);

"**Performance Share Award**" means an Award granted under Rule 45 (*Performance Share Awards*);

"**Plan**" means the Prosus N.V. Share Award Plan as amended from time to time;

"**Restricted Share Award**" means an Award granted under Rule 6 (*Restricted Share Awards*);

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

"**Shares**" means "N" ordinary shares in the capital of the Company or, at the Board's discretion, any other class of ordinary shares in the capital of the Company;

"**Subsidiary**" means a company which is a subsidiary within the meaning of the Dutch Civil Code;

"**Tax Liability**" means any amount of tax or social security contributions for which a Participant would or may be liable and which any Group Member or former Group Member would or may be obliged to (or would or may suffer a disadvantage if it were not to) withhold and account to any relevant authority. For the avoidance of doubt, it does not include any tax or social security contributions for which any Group Member is itself liable;

"**Vest**" means a Participant becoming entitled to have Shares transferred to them (or their nominee) subject to the Rules and **Vesting** shall be construed accordingly;

"**Vested Shares**" means those Shares in respect of which an Award Vests.

1.2 Any reference in the Plan to any enactment includes a reference to that enactment as from time to time modified, extended or re-enacted.

1.3 Expressions in italics and headings are for guidance only and do not form part of the Plan.

## 2. **ELIGIBILITY**

An individual is eligible to be granted an Award only if they are an employee or executive director of a Group Member.

### 3. GRANT OF AWARDS

#### 3.1 Terms of grant

Subject to Rule 3.5 (*Timing of grant*), Rule 3.7 (*Approvals and consents*) and Rule 4 (*Limits*), the Board may resolve to grant an Award to any person who is eligible to be granted an Award under Rule 2 on:

- (a) the terms set out in the Plan; and
- (b) such additional terms (whether a Performance Condition and/or any other terms) as the Board may specify.

#### 3.2 Type of Award

On or before the Grant Date, the Board shall determine whether an Award shall be a Performance Share Award or a Restricted Share Award and this shall be set out in the Grant Notice.

#### 3.3 Method of grant

An Award shall be granted by resolution of the Board.

#### 3.4 Method of satisfying Awards

Unless specified to the contrary by the Board on the Grant Date, an Award may be satisfied by the:

- (a) issue of new Shares; and/or
- (b) transfer of treasury Shares; and/or
- (c) transfer of Shares (other than the transfer of treasury Shares); and/or
- (d) payment of cash pursuant to Rule 9 (*Cash alternative and Cash Awards*).

The Board may decide to change the way in which it is intended that an Award may be satisfied after it has been granted, having regard to the provisions of Rule 4 (*Limits*).

#### 3.5 Timing of grant

Subject to Rule 3.7 (*Approvals and consents*), an Award may be granted at any time when the Company (or, in the case of an Award granted over Shares in another Group Member, that Group Member) is not restricted from granting by law or regulation.

#### 3.6 Non-transferability and bankruptcy

An Award granted to any person:

- (a) shall not be transferred, assigned, charged or otherwise disposed of except on their death or permanent disability to their personal representatives and shall lapse immediately on any attempt to do so; and
- (b) shall lapse immediately if they are declared bankrupt.

### 3.7 **Approvals and consents**

The grant of any Award shall be subject to obtaining any approval or consent required under the Listing Rules, any relevant share dealing code of the Company or any other relevant regulation or enactment.

## 4. **LIMITS**

### 4.1 **Company limit**

The maximum aggregate number of Shares over which Awards under the Plan and any other employee share plan operated by any Group Member from time to time may be granted to Participants shall not exceed ~~10~~5% of the issued share capital of the Company from time to time.

### 4.2 **Individual limit**

The maximum aggregate number of Shares over which Awards under the Plan and any other employee share plan operated by any Group Member from time to time may be granted to any Participant is 1% of the issued share capital of the Company from time to time.

### 4.3 **Effect of limits**

Any Award shall be limited and take effect so that the limits in this Rule 4 (*Limits*) are complied with.

## 5. **PERFORMANCE SHARE AWARDS**

### 5.1 **Granting Performance Share Awards**

Subject to Rule 3.5 (*Timing of Grant*) and Rule 3.7 (*Approvals and Consents*), the Board may from time to time resolve to grant a Performance Share Award to any person who is eligible to be granted such an Award under Rule 2 (*Eligibility*).

### 5.2 **Confirmation of Award terms**

Each Participant granted a Performance Share Award shall be provided with confirmation of the terms set out below in a Grant Notice:

- (a) the Grant Date;
- (b) the Grant Price;
- (c) the number of Shares in respect of which the Performance Share Award is granted;

- (d) the applicable Performance Condition(s);
- (e) the Normal Vesting Date(s);
- (f) any obligations on the part of the Participant that may be deemed necessary or desirable to comply with any securities or tax laws or other regulatory issues which may apply to the Company, any Group Member, the Participant or any other person; and
- (g) any other terms which the Board considers appropriate.

## 6. RESTRICTED SHARE AWARDS

### 6.1 Granting Restricted Share Awards

Subject to Rule 3.5 (*Timing of Grant*) and Rule 3.7 (*Approvals and Consents*), the Board may from time to time resolve to grant a Restricted Share Award to any person who is eligible to be granted such an Award under Rule 2 (*Eligibility*) ~~and who is considered critical talent (such as engineers and those with specialist skills at the mid-level of the Group) as identified by the Board.~~

### 6.2 Confirmation of Award terms

Each Participant granted a Restricted Share Award shall be provided with confirmation of the terms set out below in a Grant Notice:

- (a) the Grant Date;
- (b) the number of Shares in respect of which the Restricted Share Award is granted;
- (c) the Grant Price;
- (d) the Normal Vesting Date(s);
- (e) any obligations on the part of the Participant that may be deemed necessary or desirable to comply with any securities or tax laws or other regulatory issues which may apply to the Company, any Group Member, the Participant or any other person; and
- (f) any other terms which the Board considers appropriate.

## 7. VESTING OF AWARDS

### 7.1 Timing of Vesting: Normal Vesting Date

Subject to Rule 7.3 (*Restrictions on Vesting: malus and/or clawback*), Rule 7.4 (*Restrictions on Vesting: regulatory and tax issues*), Rule 11 (*Leavers*) and Rule 12 (*Takeovers and other corporate events*), an Award shall Vest on the Normal Vesting Date(s) or, in the case of a Performance Share Award, if later, the date on which the Board determines whether or not the Performance Condition has been satisfied (in whole or part), which shall be as soon as practicable after the end of the period over which the Performance Condition is measured.

## 7.2 **Extent of Vesting**

An Award shall only Vest:

- (a) in the case of a Performance Share Award, to the extent that the Performance Condition is satisfied on the Normal Vesting Date or, if appropriate, the Early Vesting Date;
- (b) as permitted by any other term imposed on the Vesting of the Award; and
- (c) in relation to Vesting before the Normal Vesting Date, as permitted by Rule 11 (*Leavers*) or Rule 12 (*Takeovers and other corporate events*).

## 7.3 **Restrictions on Vesting: malus and/or clawback**

The Board may decide that an Award shall be subject to malus and/or clawback conditions as adopted by the Company from time to time.

## 7.4 **Restrictions on Vesting: regulatory and tax issues**

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

- (a) the Vesting of the Award, and the issue or transfer of Shares after such Vesting, would be lawful in all relevant jurisdictions and in compliance with the Listing Rules, any relevant share dealing code of the Company and any other relevant regulation or enactment. If the Vesting of the Award falls within a period in which Vesting is prohibited under the relevant share dealing code of the Company, the Vesting shall be extended to a date falling 14 days after the end of that period or, where that date is not a Business Day, the next Business Day;
- (b) if, on the Vesting of the Award, a Tax Liability would arise by virtue of such Vesting and the Board decides that such Tax Liability shall not be satisfied by the sale of Shares pursuant to Rule 7.6 (*Payment of Tax Liability*), then the Participant must have entered into arrangements acceptable to the Board that the relevant Group Member will receive the amount of such Tax Liability; and
- (c) the Participant has entered into such arrangements as the Board requires (and where permitted in the relevant jurisdiction) to satisfy a Group Member's liability to social security contributions in respect of the Vesting of the Award.

For the purposes of this Rule 7.4, references to Group Member include any former Group Member.

## 7.5 **Tax liability before Vesting**

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



to discharge the Tax Liability and the number of Shares subject to their Award shall be reduced accordingly.

For the purposes of this Rule 7.5, references to Group Member include any former Group Member.

## **7.6 Payment of Tax Liability**

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

## **8. CONSEQUENCES OF VESTING**

### **8.1 Transfer of Shares**

On or as soon as reasonably practicable after the Vesting of an Award, the Board shall, subject to Rule 7.6 (*Payment of Tax Liability*) and any arrangement made under Rules 7.4(b) and 7.4(c) (*Restrictions on Vesting: regulatory and tax issues*), transfer or procure the transfer of the Vested Shares to the Participant (or a nominee for them).

## **9. CASH ALTERNATIVE AND CASH AWARDS**

### **9.1 Board determination**

Where an Award Vests and Vested Shares have not yet been allotted or transferred to the Participant (or their nominee), the Board may determine that, in substitution for their right to acquire such number of Vested Shares as the Board may decide (but in full and final satisfaction of their right to acquire those Shares), they shall be paid by way of additional employment income a sum equal to the cash equivalent (as defined in Rule 9.3 (*Cash equivalent*)) of that number of Shares in accordance with the following provisions of this Rule 9 (*Cash alternative and Cash Awards*).

### **9.2 Limitation on the application of Rule 9.1**

Rule 9.1 (*Board determination*) shall not apply in relation to an Award made to a Participant in any jurisdiction where the presence of Rule 9.1 would cause:

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

### **9.3 Cash equivalent**

For the purpose of this Rule 9 (*Cash alternative and Cash Awards*), the cash equivalent of a Share is the market value of a Share on the day when the Award Vests, determined as follows:

- (i) if on the day of Vesting, Shares are quoted on Euronext, the closing price of a Share, as derived from Euronext, on that day; or
- (ii) if Shares are not so quoted, such value of a Share as the Board reasonably determines.

#### 9.4 **Payment of cash equivalent**

As soon as reasonably practicable after the Board has determined under Rule 9.1 (*Board determination*) that a Participant shall be paid a sum in substitution for their right to acquire any number of Vested Shares:

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

#### 9.5 **Cash Awards**

As a further alternative, the Board may determine that an Award shall take the form of a right (a "**Cash Award**") to receive a cash sum calculated by reference to the value of a specified number of notional Shares, on the basis that:

- (a) Rules 9.1 (*Board determination*) to 9.4 (*Payment of cash equivalent*) above shall apply to determine the amount payable to a Participant on the Vesting of a Cash Award; and
- (b) the Rules of the Plan applying to Awards shall apply equally to Cash Awards.

#### 9.6 **Deductions**

There shall be deducted from any payment under this Rule 9 (*Cash alternative and Cash Awards*) such amounts (on account of tax or similar liabilities) as may be required by law or as the Board may reasonably consider to be necessary or desirable.

### 10. **LAPSE OF AWARDS**

An Award shall lapse:

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

### 11. **LEAVERS**

#### 11.1 **Good leavers: death and permanent disability**

If a Participant ceases to be a director or employee of a Group Member before the Normal Vesting Date by reason of their death or their ill health or permanent disability which is of a material and sufficiently enduring nature as to be a reasonable basis to cease employment (as evidenced to the satisfaction of the Board) then, subject to Rule 7.3 (*Restrictions on Vesting: malus and/or clawback*), Rule 7.4 (*Restrictions on Vesting: regulatory and tax issues*) and Rule 12 (*Takeovers and other corporate events*), their Award shall:

- (a) in the case of a Restricted Share Award, Vest in full on the date of cessation; and
- (b) in the case of a Performance Share Award, Vest on the date of cessation assuming at target achievement of any Performance Condition and if, following the end of the period over which the Performance Condition is measured, the Board determines that the Performance Condition has been satisfied above target, an additional amount (payable in cash or in Shares at the Board's discretion) shall be due to the Participant or their heirs equal to the difference in value between at target and actual achievement of the Performance Condition. For the avoidance of doubt, a Participant or their heirs shall not be required to make any payment or repayment to the Company if, following the end of the period over which the Performance Condition is measured, the Board determines that the Performance Condition has been satisfied below target.

## 11.2 **Good leavers: other**

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

- (a) jurisdictional issues;
- (b) retrenchment (including as part of a voluntary retrenchment programme);
- (c) retirement as agreed by the Board; or
- (d) their office or employment being with either a company which ceases to be a Group Member or relating to a business or part of a business which is transferred to a person who is not a Group Member

then subject to Rule 7.3 (*Restrictions on Vesting: malus and/or clawback*), Rule 7.4 (*Restrictions on Vesting: regulatory and tax issues*) and Rule 12 (*Takeovers and other corporate events*), their Award shall Vest, unless the Board decides otherwise:

- (i) in the case of a Performance Share Award, on the date of cessation but on a pro rata basis based on the proportion of the period from the Grant Date to the Normal Vesting Date that has elapsed up to the date of cessation subject to the achievement of any Performance Condition, determined at the discretion of the Board; and
- (ii) in the case of a Restricted Share Award, on the date of cessation but on a pro rata basis based on the proportion of the year that the Participant has worked as at the date of cessation, provided that the portion to be Vested will only be that portion of the Restricted Share Award which would have Vested on the Vesting

Date next following the cessation date and not in relation to all outstanding tranches of the Restricted Share Award.

### 11.3 Cessation of employment in other circumstances

If a Participant ceases to be a director or employee of a Group Member for any reason other than those mentioned in Rule 11.1 (*Good leavers*), then any Award held by them shall lapse immediately on such cessation, unless the Board determines at its discretion that all or a portion of the Award shall Vest on the date of cessation.

### 11.4 Meaning of ceasing employment

A Participant shall not be treated for the purposes of this Rule 11 (*Leavers*) as ceasing to be a director or employee of a Group Member until such time as they are no longer a director or employee of any Group Member. If any Participant ceases to be such a director or employee before the Vesting of their Award in circumstances where they retain a statutory right to return to work then they shall be treated as not having ceased to be such a director or employee until such time (if at all) as they cease to have such a right to return to work while not acting as an employee or director.

## 12. TAKEOVERS AND OTHER CORPORATE EVENTS

### 12.1 General offers

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

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

subject to Rule 7.3 (*Restrictions on Vesting: malus and/or clawback*) and Rule 7.4 (*Restrictions on Vesting: regulatory and tax issues*), all Awards shall Vest on the earlier of the date Control is obtained or an offer becomes unconditional in all respects (as applicable) ("**Offer Event**") on a pro rata basis based on the proportion of the period from the Grant Date to the Normal Vesting Date that has elapsed up to the Offer Event and, in the case of a Performance Share Award, subject to the achievement of any Performance Condition, determined at the discretion of the Board. (For the avoidance of doubt, as the conversion of Ordinary Shares A1 in the capital of the Company into Ordinary Shares A2 in the capital of the Company, and/or the conversion of Ordinary Shares A2 in the capital of the Company into Ordinary Shares A1 in the capital of the Company, will not result in any person (or group of persons acting in concert) obtaining Control of the Company and, in addition, is not a general offer, it will not cause any Awards to Vest.)

### 12.2 Demergers and similar events

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

12.2.1 decide that the following provisions shall apply:

- (a) the Board shall, as soon as reasonably practicable after deciding to apply these provisions, notify a Participant that, subject to earlier lapse under Rule 11 (*Leavers*), their Award Vests on such terms as the Board may determine and during such period preceding the Relevant Event or on the Relevant Event as the Board may determine;
- (b) if an Award Vests conditional upon the Relevant Event and such event does not occur then the conditional Vesting shall not be effective and the Award shall continue to subsist; and
- (c) if the Board decides that an Award Vests under this Rule 12.2 then the date of that Vesting shall be the Early Vesting Date and all Awards shall Vest based on a pro rata basis based on the proportion of the period from the Grant Date to the Normal Vesting Date that has elapsed up to the Relevant Event and, in the case of a Performance Share Award, subject to the achievement of any Performance Condition, determined at the discretion of the Board;

12.2.2 decide to substitute for the Awards (or any part of the Awards) other Award or share or value-based scheme in respect of the Shares or other designated securities of the Company and/or securities of any other legal or corporate entity; or

12.2.3 decide to cancel all or any number of the Awards, on stipulated terms (including fair compensation).

### 12.3 **Winding Up**

In the event that the Company is wound up, all Awards shall Vest and, in the case of a Performance Share Award, subject to the achievement of any Performance Condition, determined at the discretion of the Board.

### 12.4 **Rollover**

In the event that a company ("**Acquiring Company**") is expected to obtain Control of the Company as a result of an offer referred to in Rule 12.1 (*General offers*), then the Board, with the consent of the Acquiring Company, may decide before the obtaining of such Control that either the Plan shall continue in force or that an Award shall not Vest under Rule 12.1 (*General offers*) but shall be automatically surrendered in consideration for the grant of a new award which the Board determines is equivalent to the Award it replaces except that it will be over shares in the Acquiring Company or some other company.

The Rules will apply to any new award granted under this Rule 12.4 as if references to Shares were references to shares over which the new award is granted and references

to the Company were references to the company whose shares are subject to the new award.

The Acquiring Company shall not alter any existing Performance Condition or impose any new Performance Condition on the new award if this would be to the disadvantage of Participants and, if the Performance Condition would, in the Board's opinion, not be appropriate after the Acquiring Company has obtained Control of the Company, Rule 12.1 (*General offers*) shall apply.

## 13. ADJUSTMENT OF AWARDS

### 13.1 General rule

In the event of any variation of the share capital of the Company (or in the case of an Award granted over Shares in another Group Member, that Group Member) or a reorganisation, demerger, special dividend or other similar event which affects the market price of Shares to a material extent the Board may make such adjustments as it considers appropriate under Rule 13.2 (*Method of adjustment*).

### 13.2 Method of adjustment

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

- (a) the number of Shares comprised in an Award;
- (b) the terms of an Award; and
- (c) where an Award has Vested but no Shares have been transferred or allotted after such Vesting, the number of Shares which may be so transferred or allotted.

## 14. ALTERATIONS

### 14.1 General rule on alterations

Except as described in Rule 14.2 (*Shareholder approval*) and Rule 14.4 (*Alterations to disadvantage of Participants*) the Board may at any time alter the Plan or the terms of any Award.

### 14.2 Shareholder approval

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

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

without the prior approval by ordinary resolution of the shareholders of the Company.

### 14.3 **Exceptions to shareholder approval**

Rule 14.2 (*Shareholder approval*) shall not apply to any minor alteration to benefit the administration of the Plan, to take account of a change in legislation or to obtain or maintain favourable tax, exchange control or regulatory treatment for Participants or any Group Member.

### 14.4 **Alterations to disadvantage of Participants**

No alteration to the material disadvantage of Participants shall be made under Rule 14.1 (*General rules on alterations*) unless:

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

## 15. **MISCELLANEOUS**

### 15.1 **Employment**

The rights and obligations of any individual under the terms of their office or employment with any Group Member shall not be affected by their participation in the Plan or any right which they may have to participate in it. An individual who participates in the Plan waives any and all rights to compensation or damages in consequence of the termination of their office or employment for any reason whatsoever insofar as those rights arise or may arise from them ceasing to have rights under an Award as a result of such termination. Participation in the Plan shall not confer a right to continued employment upon any individual who participates in it. The grant of any Award does not imply that any further Award will be granted nor that a Participant has any right to receive any further Award.

### 15.2 **Disputes**

- (a) In the event of any dispute or disagreement as to the interpretation of the Plan, or as to any question or right arising from or relating to the Plan, the decision of the Board shall be final and binding upon all persons.
- (b) The exercise of any power or discretion by the Board shall not be open to question by any person and a Participant or former Participant shall have no rights in relation to the exercise of or omission to exercise any such power or discretion.

### 15.3 **Share rights**

- (a) All Shares allotted under the Plan shall rank equally in all respects with Shares then in issue except for any rights attaching to such Shares by reference to a record date before the date of the allotment.



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

#### 15.4 Notices

- (a) Any notice or other communication under or in connection with the Plan may be given in such manner as the Board consider to be appropriate, which may include communication by email or intranet or by personal delivery or by sending the same by post, in the case of a company to its registered office, and in the case of an individual to their last known address, or, where they are a director or employee of a Group Member, either to their last known address or to the address of the place of business at which they perform the whole or substantially the whole of the duties of their office or employment.
- (b) Where any such notice or other communication is given by a Participant to the Company, it shall be effective only on receipt by the Company.

#### 15.5 Benefits not pensionable

Benefits provided under the Plan shall not be pensionable.

#### 15.6 Data protection

If a Participant is employed outside the European Economic Area and consent is needed for the collection, processing or transfer of their personal data under applicable local law, by participating in the Plan, the Participant gives their consent for the purposes of the Plan.

For the purposes of compliance with the General Data Protection Regulation (EU) 2016/679, the Company will separately provide a Participant with information on the collection, processing and transfer of their personal data, including the grounds for processing in relation to the Plan.

#### 15.7 Governing law

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