



SPIRAX GROUP PLC

RULES

of the

SPIRAX GROUP

SHARE AWARD PLAN

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RULES OF THE SPIRAX GROUP SHARE AWARD PLAN

1. INTERPRETATION AND CONSTRUCTION

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

"Award" means either an RSU, a PSU or a Deferred Bonus Award granted in the form of one of a Conditional Award or an Option;

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

"Bonus" means the annual bonus awarded to the Eligible Employee under such annual bonus scheme as may apply to them from time to time as may be approved for the purposes of this Plan by the Board;

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

"Claw-back Period" means the period determined by the Board to apply to an Award during which the Claw-back provisions of Rule 14 (*Malus and Clawback*) may apply, which shall normally be a period of not less than two years and which, in respect of Awards granted to Executive Directors, shall be consistent with the provisions of the Remuneration Policy;

"Company" means Spirax Group plc (registered in England and Wales under No. 00596337);

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

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

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

- (A) Rules 8.1 to 8.4 (but excluding a Reorganisation as defined in Rule 8.9);
- (B) a change of Control of the Company pursuant to any arrangement otherwise than as provided for under Rules 8.1 to 8.4; or
- (C) if the Board determines that Awards will vest pursuant to such Rule, Rule 8.6;

"Custodian" means any person to whom legal title to Shares (or a share certificate) are delivered following the vesting of a Conditional Award or exercise of an Option pursuant to Rule 13, including where Shares are subject to a Holding Period;

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

"Dealing Restriction" means any restriction on the dealing in shares, whether direct or indirect, pursuant to any law, regulation, code or enactment in England and Wales and/or the jurisdiction in which the Participant is resident, or any share dealing code of the Company (but shall not include any restriction imposed by Rule 6.9 (*Holding Period*));

"Deferred Bonus Award" means an Award granted as a proportion of an Eligible Employee's Bonus;

"Eligible Employee" means an employee (including an executive director) of any Group Company or, in respect of a Deferred Bonus Award, a former employee (including an executive director) of any Group Company who is awarded a Bonus in respect of their previous employment;

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

"Executive Director" means an Eligible Employee who is a member of the board of directors of the Company;

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

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

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

"Holding Period" means such period determined by the Board prior to the grant of an Award during which the transfer of Shares received on vesting or following the exercise of an Option is restricted and which, in relation to Awards granted to Executive Directors, shall be consistent with the provisions of the Remuneration Policy;

"Malus Adjustment" means a reduction in the number of Shares subject to an Award in accordance with the provisions of Rule 14 (*Malus and Claw-back*) and Appendix 1 (*Operation of Malus and Claw-back*);

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

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

"Normal Vesting Date" means such date or dates as the Board may determine prior to the grant of an Award, which shall be set out in the deed provided for in Rule 3.7 and contained in the Award notification provided to the Participant under Rule 3.12 (which, in respect of Awards granted to Executive Directors, shall be consistent with the provisions of the Remuneration Policy);

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

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

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

"Performance Condition" means any performance condition to which a PSU is subject as provided for in Rule 4 (*Performance Condition*), which may consist of one or more performance elements, and which shall be set out in the Participant's award notification pursuant to Rule 3.12.8;

"Performance Share Unit" (or **"PSU"**) means an Award to which a Performance Condition applies;

"Personal Representatives" means, following the Participant's death, the Participant's personal representatives, or a person fulfilling a similar function in any jurisdiction including an executor under a will;

"Plan" means this Spirax Group Share Award Plan, as amended from time to time;

"Prorating Period" means:

- (A) in relation to a PSU, the period over which the Performance Condition would ordinarily be anticipated to be measured; and

(B) in relation to an RSU, means the period from the first day of the Financial Year in which an RSU is granted to the end of the Financial Year last ended prior to the Normal Vesting Date,

(and, where an Award has multiple vesting dates, determined separately for each tranche of the Award);

"Remuneration Policy" means the Company's remuneration policy for directors as approved by shareholders from time to time;

"Restricted Share Unit" (or **"RSU"**) means an Award to which a Performance Condition does not apply, and which is not a Deferred Bonus Award;

"Rule" means a rule of this Plan;

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

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

"Shareholding Requirements" means any provisions to which the Participant is subject (whether under any contractual arrangement or, in respect of Executive Directors, as a result of the terms of the Remuneration Policy) which require the Participant to hold a minimum number of Shares from time to time (including provisions which continue to apply after the Participant has ceased to hold office or employment with the Group);

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

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

"Underpin" means a framework comprising such elements as determined by the Board against which the vesting of an RSU may be considered (which, in relation to Awards to Executive Directors, shall be consistent with the provisions of the Remuneration Policy);

"US Participant" has the meaning given in Rule 3.11 (*US Participants*);

"vesting" means:

(A) Shares subject to a Conditional Award becoming due to be transferred to the Participant; or

(B) an Option becoming exercisable,

(and **"vest"** shall be construed accordingly); and

"Vesting Commencement Date" means the Grant Date, save where the grant of an Award during a period or at a time referred to in Rule 3.2 would be contrary to any Dealing Restriction and the Board determines that the Vesting Commencement Date should be the date on which the Award would have been granted but for such restriction having arisen.

1.2 In this Plan unless the context requires otherwise:

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

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

(A) to that statute or statutory provision as from time to time consolidated, modified, re-enacted or replaced by any statute or statutory provision;

(B) to any repealed statute or statutory provision which it re-enacts (with or without modification); and

(C) to any subordinate legislation made under it;

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

1.2.4 a reference to any one gender shall be treated as a reference to any other gender;

1.2.5 a reference to a person shall include a reference to a body corporate;

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

2. **PLAN LIMITS**

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

10 per cent limit: Employees' Share Scheme

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

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

Treasury Shares

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

3. **AWARDS**

Eligibility

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

Timing of grants

- 3.2 An Award may only be granted:
 - 3.2.1 during the period of 42 days commencing on the date on which the Plan is approved by shareholders of the Company in general meeting;

- 3.2.2 during the period of 42 days commencing on the Dealing Day immediately following the day on which the Company announces its results for the preceding Financial Year, half-year or other period;
- 3.2.3 in respect of an Award to be granted in respect of the recruitment or promotion of an Eligible Employee, as soon as reasonably practicable after the Eligible Employee commences holding office or employment with any Group Company; and/or
- 3.2.4 at such time at which the Board determines that exceptional circumstances exist which justify the grant of the Award,

or, in any such case, if the grant of an Award during such period or at such time would be contrary to any Dealing Restriction, as soon as reasonably practicable after such restriction ceases to apply (and in which case the Board may determine that the Vesting Commencement Date of the Award shall be the date on which the Award would have been granted but for such restriction having arisen).

Individual limit

- 3.3 An RSU or a PSU may not be granted to an Eligible Employee where it would cause the aggregate Relevant Value of the Shares subject to such Award and any Award(s) granted to the Eligible Employee in respect of the same Financial Year to exceed an amount equal to such percentage of the gross annual basic salary of that Eligible Employee at the relevant Grant Date as may be determined by the Board from time to time (which, in relation to Awards to Executive Directors, shall be consistent with any limit specified in the Remuneration Policy).

An Award granted in breach of this limit shall immediately lapse in respect of the number of Shares which cause this limit to be breached.

Awards which have been released or have lapsed, or which are granted in connection with the recruitment of an Eligible Employee in lieu of incentive awards awarded, or which would otherwise have been awarded, by the individual's former employer which are forfeited (or not awarded), and any right to receive Shares as a dividend equivalent, shall be ignored for this purpose.

- 3.4 A Deferred Bonus Award shall only be granted in respect of such number of Shares as have a Relevant Value equal to the proportion of an Eligible Employee's Bonus that the Board has determined shall be delivered in the form of a Deferred Bonus Award. No Eligible Employee shall receive a grant of more than one Deferred Bonus Award in any Financial Year.
- 3.5 In Rules 3.3 and 3.4 above, the "**Relevant Value**" of a Share subject to an Award means either (as determined by the Board): (i) the Market Value of a Share on the Dealing Day immediately prior to the Grant Date; or (ii) the average of the Market Value of a Share over the period of up to five consecutive Dealing Days ending on the Dealing Day immediately prior to the Grant Date (each being, where the Award is granted within the period in Rule 3.2.1 or 3.2.2, a Dealing Day within such 42 day period), provided however that, in relation to the first Awards to be granted to Executive Directors after the Plan receives approval from shareholders, "Relevant Value" shall, if the Board so determines, have the same value as applied to awards previously granted to the Executive Directors in the same Financial Year under the Company's 2023 Performance Share Plan.

Method of grant

- 3.6 An Award shall be granted by the Board.
- 3.7 An Award shall be granted by deed.
- 3.8 No payment for the grant of an Award shall be made by the Participant.
- 3.9 A Participant may within 30 days of the Grant Date release an Award (in full but not in part) by written notice to the Company. Where a Participant does not release an Award within such period, the Participant shall be deemed to have accepted the Award on the terms set

out in the Rules. Alternatively, it may be a term of the grant of an Award that the Participant shall be required to accept the terms of the Award within such period following grant as may be determined by the Board and, where the Board specifies such period, the Award shall lapse at the end of such period if the terms of the Award have not been accepted by the Participant.

Holding Period

- 3.10 The Board may determine that a Holding Period shall apply to an RSU or a PSU.

US Participants

- 3.11 The provisions of Appendix 2 (*US Participants*) shall apply to an Award granted to or held by a Participant who is or becomes, at any time during the period from the Grant Date to the date on which the Award vests or lapses, subject to taxation under the US Internal Revenue Code of 1986, as amended (a "**US Participant**"). References to Code §409A are to §409A of the US Internal Revenue Code of 1986, as amended, and shall include references to the regulations, notices and other guidance issued thereunder.

Award notification

- 3.12 As soon as practicable following the Grant Date an award notification in such form as the Board may determine (including electronic) shall be issued in respect of an Award to the Participant, which shall specify:
- 3.12.1 whether the Award takes the form of a PSU, an RSU or a Deferred Bonus Award;
 - 3.12.2 whether the Award takes the form of a Conditional Award or an Option;
 - 3.12.3 the Grant Date;
 - 3.12.4 the Normal Vesting Date(s);
 - 3.12.5 the number of Shares in respect of which the Award is granted;
 - 3.12.6 in relation to an Option, the Option Price (if any);
 - 3.12.7 any conditions that shall apply to the vesting of the Award (other than any Performance Condition), which may include the terms of an Underpin;
 - 3.12.8 where the Award takes the form of a PSU, the full terms of the Performance Condition;
 - 3.12.9 if applicable, that the Award is subject to a Holding Period and the length of that Holding Period;
 - 3.12.10 if the Board has so determined prior to the Grant Date, that the dividend equivalent provisions of Rule 10 (*Dividend Equivalent*) shall apply; and
 - 3.12.11 that the Award is subject to the malus and claw-back provisions of Rule 14 (*Malus and Claw-back*) and Appendix 1 (*Operation of Malus and Claw-back*), and the length of the Claw-back Period.

4. CONDITIONS TO VESTING

Performance Condition

- 4.1 A PSU shall be granted subject to a Performance Condition.
- 4.2 Each element of the Performance Condition shall be assessed over the period of time determined by the Board in setting the Performance Condition (which, in relation to Awards to Executive Directors, shall be consistent with any period specified in the Remuneration Policy).
- 4.3 If events happen following the Grant Date which cause the Board to determine that any element of the Performance Condition is no longer a fair measure of the Company's

performance, the Board may alter the terms of such element as it determines to be appropriate but not so that the revised Performance Condition is, in the opinion of the Board, materially less challenging in the circumstances (taking account of the intervening event) than was intended in setting the original Performance Condition.

4.4 In the event that the Performance Condition is required to be assessed prior to the end of the period over which it was originally intended to be assessed, the Board may make its assessment:

4.4.1 on the basis of such information (not limited to published accounts) as it determines to be appropriate;

4.4.2 on the basis of the extent to which it considers that the Performance Condition would have been satisfied at the end of the period over it was originally intended to be assessed, had it been assessed at such time; and/or

4.4.3 by substituting any element of the Performance Condition, in the event that it considers any such element to no longer be an appropriate measure of performance, for another element (whether existing or new) that in the opinion of the Board is more appropriate in the circumstances.

4.5 The Performance Condition may not be retested.

Other vesting conditions

4.6 The Board may determine that an RSU shall be subject to an Underpin, the assessment of which shall determine whether, and to what extent, the RSU may vest.

4.7 An Award may be granted subject to such condition or conditions (which, in relation to a PSU, may be in addition to the Performance Condition and, in relation to an RSU, may be in addition to an Underpin) as the Board may determine and set out in the deed provided for in Rule 3.7 and the Award notification provided to the Participant under Rule 3.12, which shall determine the extent to which the Award may vest.

4.8 The Board may amend or waive the terms of an Underpin under Rule 4.6 or any condition or conditions set under Rule 4.7 if events happen following the Grant Date which cause the Board to determine that it would be appropriate to do so.

5. AWARDS ARE NON-TRANSFERABLE

5.1 A Participant may not transfer, assign, pledge, charge or otherwise dispose of, or grant any form of security or other interest over, any part of the Participant's interest in an Award. An Award shall (unless the Board determines otherwise) lapse upon the Participant (whether voluntarily or involuntarily): (i) being deprived of the beneficial ownership of an Award by operation of law; or (ii) becoming bankrupt.

5.2 Rule 5.1 does not restrict the transmission of an Award to the Participant's Personal Representatives following the Participant's death or, in the event of critical long-term illness, to an attorney under a valid enduring power of attorney.

6. VESTING

Normal vesting

6.1 An Award shall vest on the Normal Vesting Date, provided that the Normal Vesting Date shall be deferred until such date as is reasonably required in order for the Board to assess the

Performance Condition, Underpin or other condition to which an Award is subject pursuant to Rules 6.3 to 6.5, or as the Board may in its discretion determine.

Vesting subject to Dealing Restrictions

- 6.2 A Conditional Award shall not vest unless, and vesting shall be delayed until, the Board is satisfied that at that time:
- 6.2.1 such vesting;
 - 6.2.2 the transfer of Shares to, or dealing in shares by, the Participant; and
 - 6.2.3 any action needed to be taken by the Company to give effect to such vesting, is not contrary to any Dealing Restriction.

Extent of vesting

- 6.3 In respect of a PSU, the extent to which such PSU shall vest (if at all) shall be determined by reference to the Performance Condition and any other conditions as provided pursuant to Rule 4.7. At the end of the period over which the Performance Condition is assessed, the Award shall lapse to the extent that the Performance Condition is not met.
- 6.4 In respect of an RSU which is subject to an Underpin, the Board shall determine whether the RSU should vest to a lesser extent than in full by reference to an assessment of the Underpin. The Award shall lapse to the extent that the Board determines that such a reduction shall apply.
- 6.5 In respect of an Award subject to any condition or conditions under Rule 4.7, the extent to which such Award shall vest (if at all) shall be determined by reference to those conditions. The Award shall lapse to the extent that the Board determines that the conditions have not been met.
- 6.6 The Board may vary the extent to which an Award shall vest (including to nil) if it determines that it is appropriate to do so to reflect the broader financial or other circumstances of the Group.

Effect of vesting

- 6.7 The effect of the vesting of an Award is that:
- 6.7.1 the Shares in respect of which a Conditional Award vests shall be transferred to the Participant as soon as is reasonably practicable (which may include transferring the Shares on more than one consecutive Dealing Day on such basis as the Board may determine); and
 - 6.7.2 an Option shall, to the extent that it vests, become exercisable in accordance with Rule 9 (*Options*).

Disciplinary proceedings

- 6.8 Unless the Board determines otherwise, an Award shall not vest (and no dividend equivalent under the provisions of Rule 10 (*Dividend equivalent*) shall be paid, whether in cash or Shares) while a Participant is subject to a regulatory investigation process and/or formal disciplinary process (or similar), or where a Participant has been served with notice that such a process may be instigated without such notice having been rescinded, and vesting shall (subject to the Award lapsing to any extent prior to or as a result of the conclusion of such process pursuant to Rule 7 (*Cessation of office or employment*) or 13 (*Malus and Claw-back*)) be delayed until the conclusion of such process.

Holding Period

- 6.9 During any Holding Period specified pursuant to Rule 3.10 (*Holding Period*) above, subject to Rules 6.10 and 6.11, a Participant shall not transfer, assign, pledge, charge or otherwise

dispose of, or grant any form of security or other interest over, any of the Shares in respect of which an Award vests.

- 6.10 Rule 6.9 shall not restrict a sale or transfer of Shares pursuant to Rule 12 (*Tax Liability*) and/or pursuant to a Corporate Action.
- 6.11 Rule 6.9 shall (subject to Rule 7.9 (*Meaning of cessation of office or employment*)), unless the Board determines otherwise, continue to apply notwithstanding the Participant ceasing to hold office or employment with any Group Company for any reason.
- 6.12 The Company may arrange for Shares subject to the Holding Period to be delivered and held by a Custodian on behalf of the Participant, subject to the restrictions provided for in Rule 6.9 and Rule 13.3.

International transfers

- 6.13 Where a Participant, whilst continuing to hold an office or employment with a Group Company, is to be transferred to work in another country, and as a result the Board considers that following such transfer either the Participant or a Group Company is likely to suffer a tax disadvantage in respect of an Award or, due to securities or exchange control laws, there are likely to be restrictions on the Participant's ability to receive Shares pursuant to an Award, to exercise an Option and/or to hold or deal in Shares, the Board may decide that an Award shall vest to such extent as it considers appropriate, taking into account the Performance Condition, Underpin or any other condition to which an Award is subject in accordance with Rules 6.3 to 6.5 and such other factors as it may determine, and in which case an Option may be exercised during the period of six months, or such other period as may be determined by the Board, from such vesting date and shall lapse at the expiry of such period.

7. CESSATION OF OFFICE OR EMPLOYMENT

Cessation where Awards lapse

- 7.1 An Award shall lapse:
 - 7.1.1 on the Participant ceasing to hold office or employment with any Group Company;
or
 - 7.1.2 if the Participant gives or receives notice of such cessation, on such earlier date (on or following the date notice is given or received) as may be determined by the Board,

save, in each case, where Rule 7.2, Rule 7.3 or Rule 7.7 applies.

Reasons for cessation where RSUs and PSUs remain capable of vesting

- 7.2 Neither an RSU nor a PSU shall lapse (or, in the case of Rule 7.2.5, shall be deemed to have lapsed) pursuant to Rule 7.1 where the reason for the cessation or notice is:
 - 7.2.1 injury, disability or ill-health (as evidenced to the satisfaction of the Board);
 - 7.2.2 redundancy (within the meaning of the Employment Rights Act 1996);
 - 7.2.3 the transfer of the Participant's employment in connection with the disposal of a business or undertaking, or a part-business or part-undertaking;
 - 7.2.4 the company with which the Participant holds office or employment ceasing to be a Group Company; or
 - 7.2.5 any other reason, if the Board so determines (such determination to be made no later than three months following the date of cessation).

Where the Board exercises its discretion under Rule 7.2.5 the Board may impose additional conditions on the Award (including as to when the Award may vest).

Reasons for cessation where Deferred Bonus Awards remain capable of vesting

- 7.3 A Deferred Bonus Award shall only lapse pursuant to Rule 7.1 where the reason for the cessation or notice is as a result of the Participant's resignation or misconduct.

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

- 7.4 Where prior to the Normal Vesting Date a Participant ceases to hold office or employment with any Group Company in circumstances where the Award does not lapse (subject to Rule 7.7):

7.4.1 an Award shall not vest at the date of such cessation, but shall continue to be capable of vesting in accordance with the remainder of these Rules; or

7.4.2 the Board may determine that the Award shall instead vest (subject to the extent to which the Performance Condition, Underpin or any other condition to which an Award is subject has been met in accordance with Rules 6.3 to 6.7) on or at any time following the date of cessation,

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

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

- 7.5 Where on or after the Normal Vesting Date a Participant ceases to hold office or employment with any Group Company in circumstances where the Award does not immediately lapse, an Option shall lapse at the expiry of the period of six months, or such other period as may be determined by the Board, from the date of cessation.

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

- 7.6 Where, prior to the Normal Vesting Date in relation to an RSU or a PSU (but not a Deferred Bonus Award), a Participant:

7.6.1 ceases to hold office or employment with any Group Company; or

7.6.2 gives or receives notice of such cessation,

for any of the reasons specified in Rule 7.2, the proportion of the RSU or PSU which may vest (under any Rule) shall be limited (unless the Board determines otherwise) to a pro rata proportion on the basis of the number of days of the Prorating Period which have elapsed to: (i) the date of cessation; or (ii) if earlier (unless the Board determines otherwise) the date of notice, as compared to the number of days in the Prorating Period (and assessed separately for each tranche of the Award where an Award has multiple vesting dates). Any remainder of the Award shall lapse.

Death

- 7.7 An unvested Award shall vest (subject to the extent to which the Performance Condition, Underpin or any other condition to which an Award is subject has been met in accordance with Rules 6.3 to 6.7) on the Participant's death. An Option may be exercised (by the Participant's Personal Representatives) during a period of one year from the date of the Participant's death and shall lapse at the expiry of such period. Where a Participant dies during an exercise period pursuant to either Rule 7.4 or 7.5 an Option shall not lapse as a result of such Rule until the expiry of the twelve month period in this Rule 7.7.

Cessation following a Corporate Action

- 7.8 Where a Participant ceases to hold office or employment with any Group Company following a Corporate Action within the relevant exercise period referred to in Rule 8 (*Corporate Actions*), an Option shall not lapse pursuant to this Rule 7 until the expiry of the relevant exercise period in Rule 8 (*Corporate Actions*). This Rule 7.8 shall not apply where the

cessation is by way of (or occurs where there are circumstances which the Board determines would have justified) summary dismissal or service of notice of termination of office or employment on the grounds of gross misconduct.

Meaning of cessation of office or employment

- 7.9 Neither Rule 6.9 (*Holding Period*), nor any provision of this Rule 7 shall apply in respect of any cessation of office or employment if immediately following the cessation the Participant holds an office or employment with any Group Company, or in respect of any notice of cessation if arrangements are in place that mean immediately following the notice becoming effective the Participant will hold an office or employment with any Group Company.

8. CORPORATE ACTIONS

General offers

- 8.1 Awards shall vest (subject to the extent to which the Performance Condition, Underpin or any other condition to which the Award is subject has been met in accordance with Rules 6.3 to 6.7):

- 8.1.1 upon a person obtaining Control of the Company as a result of making a general offer to acquire Shares;
- 8.1.2 upon a person, having or having obtained Control of the Company, making a general offer to acquire Shares; or
- 8.1.3 if a person makes a general offer to acquire Shares that would result in that person obtaining Control of the Company and the Board so determines, on the date which the Board determines to be the last practicable date prior to the date on which it expects such person to obtain Control of the Company,

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

Options may be exercised during the period of six months from the date of any such event (but if not exercised, Options shall not lapse at the expiry of such period).

Compulsory acquisition

- 8.2 To the extent not previously vested pursuant to Rule 8.1, Awards shall vest (subject to the extent to which the Performance Condition, Underpin or any other condition to which the Award is subject has been met in accordance with Rules 6.3 to 6.7) upon a person becoming entitled to acquire Shares under Sections 979 to 982 of the Companies Act 2006.

Options may be exercised during a period of one month from the date on which that person first becomes so entitled, and shall lapse at the expiry of such period.

Scheme of compromise or arrangement

- 8.3 Awards shall vest (subject to the extent to which the Performance Condition, Underpin or any other condition to which the Award is subject has been met in accordance with Rules 6.3 to 6.7) upon a Court sanctioning a compromise or arrangement which, on becoming effective, would result in:

- 8.3.1 any person obtaining Control of the Company;
- 8.3.2 any person, having or having obtained Control of the Company, acquiring the remaining Shares not then held by such person;
- 8.3.3 the undertaking, property and liabilities of the Company being transferred to another existing or new company; or
- 8.3.4 the undertaking, property and liabilities of the Company being divided among and transferred to two or more companies, whether existing or new.

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

Voluntary winding-up

- 8.4 Awards shall vest (subject to the extent to which the Performance Condition, Underpin or any other condition to which the Award is subject has been met in accordance with Rules 6.3 to 6.7) in the event of a notice being given of a resolution for the voluntary winding-up of the Company.

Options may be exercised during a period of two months from the date of such a notice being given and shall lapse at the expiry of such period.

Other change of Control

- 8.5 Where a change of Control of the Company is proposed pursuant to any arrangement otherwise than as provided for under Rules 8.1 to 8.4 and the Board so determines, Awards shall vest (subject to the extent to which the Performance Condition, Underpin or any other condition to which the Award is subject has been met in accordance with Rules 6.3 to 6.7) on such date as the Board determines prior to the date on which the Board expects such change of Control of the Company to become effective. Where the Board makes such determination, Options may be exercised during a period of two months (or such other period as the Board may determine) from the date specified by the Board and, unless the Board determines otherwise, shall lapse at the expiry of such period.

Demerger or special dividend

- 8.6 If the Board so determines, Awards may vest (subject to the extent to which the Performance Condition, Underpin or any other condition to which the Award is subject has been met in accordance with Rules 6.3 to 6.7) following the announcement of a demerger of a substantial part of the Group's business, a special dividend or a similar event affecting the value of Shares to a material extent on such date specified by the Board. Where the Board makes such determination, Options may be exercised during a period of two months (or such other period as the Board may determine) from the date specified by the Board and, unless the Board determines otherwise, shall lapse at the expiry of such period.

Extent of vesting on a Corporate Action

- 8.7 The proportion of an RSU or a PSU which may vest pursuant to any of Rules 8.1 to 8.6 shall be limited (unless the Board determines otherwise) to a pro rata proportion on the basis of the number of days of the Prorating Period which have elapsed to the date of the Corporate Action, as compared to the number of days in the Prorating Period (and assessed separately for each tranche of the Award where an Award has multiple vesting dates). Any remainder of the Award shall lapse.
- 8.8 A Deferred Bonus Award which vests pursuant to any of Rules 8.1 to 8.5 shall vest in full. The proportion of a Deferred Bonus Award which may vest pursuant to Rule 8.6 shall be determined at the absolute discretion of the Board taking into account such factors as the Board may consider relevant. The remainder (if any) of the Deferred Bonus Award shall lapse.

Roll-over of Award on a Reorganisation or takeover

- 8.9 Unless the Board determines otherwise, an Award shall not vest pursuant to this Rule 8 if, as a result of any Corporate Action, a company will obtain Control of the Company or will obtain substantially all of the assets of the Company (the "**Acquiring Company**"), and either:
- 8.9.1 the Acquiring Company will immediately following the Corporate Action have (either directly or indirectly) substantially the same shareholders and approximate

shareholdings as those of the Company prior to the Corporate Action (a "**Reorganisation**"); or

- 8.9.2 the Board, with the agreement of the Acquiring Company, determines that the Award shall not vest as a result of such Corporate Action and so notified the Participant prior to the date on which the Award would otherwise vest.

In such case, the existing Award (the "**Old Award**") shall lapse on the occurrence of the relevant Corporate Action, and the New Parent Company shall grant a replacement right (the "**New Award**") over such number of shares or other securities as may be determined by the New Parent Company which are of equivalent value to the number of Shares in respect of which the Old Award was outstanding. The New Award shall be granted on the terms of the Plan, but as if the New Award had been granted at the same time as the Old Award and shall continue to be subject to the Performance Condition and/or any other condition to which the Award is subject (if any).

For the purposes of this Rule 8.9:

- 8.9.3 "**New Parent Company**" means the Acquiring Company, or, if different the company that is the ultimate parent company of the Acquiring Company within the meaning of section 1159 of the Companies Act 2006; and

- 8.9.4 the terms of the Plan shall, following the date of the relevant Corporate Action, be construed as if:

- (A) the reference to "Spirax Group plc" in the definition of "Company" in Rule 1 (*Interpretation and construction*) were a reference to the company which is the New Parent Company;
- (B) references to "Shares" means the shares or securities in respect of which the New Award has been granted; and
- (C) save where the New Parent Company is listed, Rule 17.2 (*Amendments*) were omitted.

Compulsory winding-up

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

Concert parties

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

9. OPTIONS

- 9.1 An Option may (subject to Rule 9.2) be exercised, in full or (subject to such limitations as the Company may from time to time impose) in part, by the delivery to the Company (or such other person nominated by the Company) of a valid notice of exercise in such form as the Board may prescribe together with payment of the Option Price for each of the Shares in respect of which the Option is exercised (if any).

- 9.2 An Option which is subject to a Holding Period may not be exercised during such period unless the Board determines otherwise.

- 9.3 An Option shall lapse on the tenth anniversary of the Grant Date (or such earlier date as the Board may determine prior to the Grant Date).

- 9.4 Any Shares in respect of which the Option is exercised shall be transferred to the Participant as soon as reasonably practicable (which may include transferring the Shares on more than one consecutive Dealing Days on such basis as the Board may determine).

- 9.5 An Option may not be exercised unless the Board is satisfied that at such time:

- 9.5.1 such exercise,

9.5.2 the transfer of Shares to, and dealing in Shares by, the Participant; and

9.5.3 any action needed to be taken by the Company to give effect to such exercise,

is not contrary to any Dealing Restriction. Where the exercise, transfer or dealing in Shares is contrary to any Dealing Restriction on the last Dealing Day in any of the periods referred to in Rules 7.4, 7.5 or 7.7 (*Rule 7 being in relation to Cessation of office or employment*) or Rules 8.1 to 8.6 (*Rule 8 being in relation to Corporate Actions*), such period shall be extended to the end of the first Dealing Day thereafter on which the Board is satisfied that the exercise, transfer and dealing in Shares is not contrary to any Dealing Restriction.

9.6 An Option shall lapse on the earliest date provided under any Rule (save only as expressly provided in Rules 7.7 (*Death*) and 7.8 (*Cessation following a Corporate Action*)).

10. **DIVIDEND EQUIVALENT**

10.1 This Rule 10 shall not apply in respect of any Award granted to a Participant resident in any jurisdiction where the vesting of an Award which provides for a dividend equivalent would be unlawful, fall outside any applicable exemption under securities, exchange control or similar regulations, or would cause adverse tax or social security (or similar) contribution consequences for the Company or the Participant (as determined by the Board).

10.2 If the Board so determines at any time prior to the Normal Vesting Date, at the same time that an Award vests (or, in the case of an Option, is exercised), the Company may:

10.2.1 make a cash payment to the Participant in respect of each Relevant Dividend of an amount equal to the gross value of such dividend multiplied by the number of Shares in respect of which the Award vests; or

10.2.2 transfer such number of additional Shares (which may include aggregated fractions of Shares) as could have been acquired with each such dividend amount at Market Value on either (i) the ex-dividend date for each Relevant Dividend; or (ii) the Dealing Day immediately prior to the date on which the Award vests, as determined by the Board,

where a "**Relevant Dividend**" is any dividend declared on a Share which has an ex-dividend date which falls during the period from the Grant Date to the date the Award vests (or, in the case of an Option which is subject to a Holding Period, to the earlier of the expiry of the Holding Period and the date on which the Option is exercised).

10.3 A cash payment under Rule 10.2 may be made in a currency other than pounds sterling, in which case the amount of such payment shall be converted into such other currency on such basis as the Board may reasonably determine.

10.4 The Board may, at its discretion determine at any time that this Rule 10 shall not apply in respect of all or part of any special dividend or a dividend in specie.

11. **CASH ALTERNATIVE**

11.1 This Rule 11 shall not apply in respect of any Award granted to a Participant resident in any jurisdiction where the grant of an Award which provides for a cash alternative would be unlawful, fall outside any applicable exemption under securities, exchange control or similar regulations, or would cause adverse tax or social security (or similar) contribution consequences for the Company or the Participant (as determined by the Board) or where the Board determines prior to the Grant Date that this Rule 11 shall not apply.

11.2 The Board may determine prior to the Grant Date that an Award shall only be satisfied in cash, in which case the Award shall not be a right to acquire Shares, and the vesting of a Conditional Award or the exercise of an Option shall be satisfied in full by the payment of a cash equivalent amount, in substitution for the transfer of Shares.

11.3 Where the Board has made no determination pursuant to Rule 11.1 or 11.2 in respect of any Award, the Board may determine at any time prior to the transfer of Shares pursuant to such Award that the vesting of a Conditional Award or the exercise of an Option (or a part thereof)

shall be satisfied by the payment of a cash equivalent amount, in substitution for the transfer of Shares.

- 11.4 A "**cash equivalent amount**" shall be calculated as the number of Shares which would otherwise be transferred in respect of the relevant vesting or exercise but which are being substituted for the cash equivalent amount, multiplied by the Market Value of a Share on the date on which Shares are, or would but for the operation of this Rule 11 have been, transferred to the Participant (and, in the case of an Option, less the Option Price (if any)).
- 11.5 A cash equivalent amount shall be paid as soon as reasonably practicable following the relevant vesting or exercise.
- 11.6 A cash equivalent amount may be paid in a currency other than pounds sterling, in which case the cash equivalent amount shall be converted into such other currency on such basis as the Board may reasonably determine.

12. **TAX LIABILITY**

- 12.1 When any Tax Liability arises in respect of or otherwise in connection with an Award, the Participant authorises any Group Company:

- 12.1.1 to retain and sell legal title to such number of the Shares which would otherwise have been transferred to the Participant on vesting or exercise of the Award, or any part thereof, (notwithstanding that beneficial title shall pass) as may be sold for aggregate proceeds equal to the Group Company's estimate of the amount of the Tax Liability plus dealing costs;

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

- 12.1.3 where the amount realised under Rule 12.1.1 or deducted under Rule 12.1.2 is insufficient to cover the full amount of the Tax Liability, to deduct any further amount as is necessary through payroll or otherwise from any other payment due to the Participant,

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

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

- 12.2 "**Tax Liability**" shall mean any amount of tax and/or social security (or similar) contributions which any Group Company becomes liable to pay on behalf of the Participant to the revenue authorities in any jurisdiction, together with all or such proportion (if any) of employer's social security contributions which would otherwise be payable by any Group Company as is determined to be recoverable from the Participant (to the extent permitted by law) by the Board, or which the Participant has agreed to pay or which are subject to recovery pursuant to an election to which paragraph 3B of Schedule 1 to the Social Security Contributions and Benefits Act 1992 applies.
- 12.3 The Board may (and in the case of a Conditional Award subject to a Holding Period shall) require, as a term of grant or vesting, that the Participant enter into with the Company (or any Group Company) a joint election pursuant to Section 431 of the Income Tax (Earnings and Pensions) Act 2003 in the form set out in Appendix 3, or the equivalent in any jurisdiction, in respect of the Shares to be acquired pursuant to the Award.
- 12.4 Neither the Group Company, the Board, nor any officer, director or employee of the foregoing shall have a duty or obligation to minimise the tax consequences of an Award to the holder of such Award.

13. **CUSTODY ARRANGEMENTS**

- 13.1 Legal title to any Shares which are due to be transferred to the Participant pursuant to the Plan may (notwithstanding any other Rule) be transferred to a Custodian appointed by the Company from time to time to hold legal title to such Shares on behalf of the Participant. The Company may, alternatively, arrange for the share certificate relating to Shares transferred to the Participant pursuant to the Plan to be deposited with the Custodian.
- 13.2 The Custodian shall receive and hold Shares (or the share certificate in respect of Shares) on behalf of the Participant in accordance with such terms and conditions as are agreed by the Company from time to time, and by participating in the Plan the Participant irrevocably agrees to those terms and conditions (which shall be available to the Participant on request to the Company).
- 13.3 The terms in Rule 13.2 may (and shall, in respect of any Shares held subject to a Holding Period) include, that the Custodian:
- 13.3.1 shall, notwithstanding any instructions from the Participant, refuse to effect any transfer or disposal of Shares where to do so would be contrary to Rule 6.9 (*Holding Period*) or any Shareholding Requirements or Dealing Restriction; and
- 13.3.2 may (without the need to seek any instructions from the Participant) give effect to Rule 14 (*Malus and Claw-back*) by transferring the legal and beneficial title to the Shares as the Company may direct.
- 13.4 The transfer of any Shares to the Custodian shall satisfy any obligation of the Company under the Plan to transfer Shares to the Participant (and references in the Plan to Shares (or legal title thereof) having been transferred to the Participant shall be read accordingly).

14. **MALUS AND CLAW-BACK**

Malus and Claw-back events

- 14.1 The Board may at any time prior to the date on which an Award vests determine that a Malus Adjustment shall apply in respect of the Award if the Board determines that:
- 14.1.1 the financial accounts of any Group Company or relevant business unit used in assessing the number of Shares over which the Award was granted were materially misstated (excluding, for the avoidance of doubt, any change to financial accounts resulting from a change in accounting standards or similar), or that any other results or information relied on in making such assessment proves to have been materially erroneous, inaccurate or misleading; or
- 14.1.2 a materially erroneous calculation was made in assessing the number of Shares over which the Award was granted,
- and, in either case, the Award was granted in respect of a greater number of Shares than would have been the case had there not been such a misstatement or reliance on erroneous, inaccurate or misleading information or had such error not been made.
- 14.2 The Board may at any time within the Claw-back Period determine that a Malus Adjustment (before the settlement of the Award) or Claw-back (after settlement of the Award) shall apply in respect of the Award if the Board determines that:
- 14.2.1 the financial accounts of any Group Company or relevant business unit for any of the Financial Years taken into account in assessing the extent to which the Performance Condition was met were materially misstated (excluding, for the avoidance of doubt, any change to financial accounts resulting from a change in accounting standards or similar), or that any other results or information relied on in making such assessment proves to have been materially erroneous, inaccurate or misleading; or
- 14.2.2 a materially erroneous calculation was made in assessing the extent to which the Award was granted or vested (including, in relation to a PSU, the extent to which the Performance Condition was met),

and, in either case, the Award vested in respect of a greater number of Shares than would have been the case had there not been such a misstatement or reliance on erroneous, inaccurate or misleading information or had such error not been made.

- 14.3 The Board may at any time:
- 14.3.1 before the settlement of the Award, determine that a Malus Adjustment shall apply; or
 - 14.3.2 within the Claw-back Period, determine that a Claw-back shall apply,
- in respect of an Award where:
- 14.3.3 the Participant is found to have materially contributed to circumstances which give rise to a substantial negative impact on the reputation of the Company or of any Group Company (or would have if such circumstances had been made public), and for the avoidance of doubt, such circumstances need not relate to a Financial Year in which the relevant individual was a Participant in the Plan; or
 - 14.3.4 the Participant is found to have materially contributed to circumstances which give rise to a material loss for the Company or any Group Company (whether or not such loss results in a corporate failure of the Company); or
 - 14.3.5 the Group enters an involuntary administration or insolvency process or the Board determines that there has been a 'corporate failure' in respect of the Group (which for these purposes shall include a significant reduction in or cessation of the Group's ability to continue normal operations); or
 - 14.3.6 an act, omission or event occurs which in the opinion of the Board constitutes a failure of risk management or of other operational systems and controls for which the Participant was directly or indirectly responsible or which occurred in any part of the Group's business in which the Participant performs a role or for which the Participant has direct or indirect responsibility.
- 14.4 The Board may at any time determine that a Malus Adjustment (before the settlement of the Award) or Claw-back (after settlement of the Award) shall apply in respect of an Award where the Participant is found to have at any time prior to the later of (as applicable) the vesting of the Award, the expiry of any Holding Period and an Option having been exercised to the full extent to which it vested, including prior to grant, an act or omission which justifies, or in the opinion of the Board would have justified, summary dismissal or service of notice of termination of office or employment on the grounds of gross misconduct (including, but not limited to recklessness, gross negligence or fraud).

Applying a Malus Adjustment or Claw-back

- 14.5 A Malus Adjustment or Claw-back shall be applied in accordance with the provisions of Appendix 1 (*Operation of Malus and Claw-back*).

Malus Adjustment to give effect to clawback of other awards

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

No Malus Adjustment or Claw-back following a Corporate Action

- 14.7 No Malus Adjustment or Claw-back shall be capable of being applied at any time following any Corporate Action, save where the determination in relation to a Malus Adjustment or Claw-back was made prior to the Corporate Action (and, for the avoidance of doubt, a Corporate Action does not include a Reorganisation for these purposes).

15. **VARIATION OF CAPITAL**

- 15.1 In the event of any variation of the share capital of the Company, or in the event of the demerger of a substantial part of the Group's business, a special dividend or similar event affecting the value of Shares to a material extent (which shall not include the payment of any ordinary dividend), the Board may make such adjustments to Awards as it may determine to be appropriate.
- 15.2 For the avoidance of doubt Rule 15.1 shall not apply in respect of any Awards pursuant to which legal title to Shares has been transferred prior to the date of the relevant event (such that the recipient of such legal title shall participate in such event as a holder of Shares) including pursuant to the vesting of an Award under Rule 8.6 (*Demerger or special dividend*).

16. **ADMINISTRATION**

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

17. **AMENDMENTS**

- 17.1 Subject to Rules 17.2 and 17.4, the Board may at any time add to or alter the Plan or any Award made thereunder, in any respect.
- 17.2 Subject to Rule 17.3, no addition or alteration to the advantage of present or future Participants relating to eligibility, the limits on participation, the overall limits on the issue of Shares or the transfer of Treasury Shares, the basis for determining a Participant's entitlement to, or the terms of, Shares or cash provided pursuant to the Plan and the provisions for adjustments on a variation of share capital shall be made without the prior approval by ordinary resolution of the shareholders of the Company in general meeting.
- 17.3 Rule 17.2 shall not apply to any alteration to or substitution of the Performance Condition (or any Underpin or other condition or conditions under Rule 4.7) or to any alteration or addition which is necessary or desirable in order to comply with or take account of the provisions of any proposed or existing legislation, law or other regulatory requirements or to take advantage of any changes in legislation, law or other regulatory requirements, or to obtain or maintain favourable taxation, exchange control or regulatory treatment of any Group Company or any Participant or to make minor amendments to benefit the administration of the Plan.

- 17.4 No alteration or addition shall be made under Rule 17.1 which would abrogate or adversely affect the subsisting rights of a Participant unless it is made:
- 17.4.1 with the consent in writing of the Participant;
 - 17.4.2 with the consent in writing of such number of Participants as hold Awards under the Plan in relation to 75 per cent. of the Shares subject to all Awards under the Plan; or
 - 17.4.3 by a resolution at a meeting of Participants passed by not less than 75 per cent. of the Participants who attend and vote either in person or by proxy,

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

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

18. DATA PROTECTION

- 18.1 From time to time the personal data of the Participant will be collected, used, stored, transferred and otherwise processed for the purposes described in Rule 18.2 and 18.3. The legal grounds for this processing will (depending on the nature and purpose of any specific instance of processing) be one of: (i) such processing being necessary for the purposes of the legitimate interests of the Company and each other Group Company in incentivising their officers and employees and operating the Plan; (ii) such processing being necessary for the purposes of any relevant data controller in respect of such personal data complying with its legal obligations; and (iii) such processing being necessary for the performance of the contractual obligations arising under the Plan. The collection and processing of such personal data for such purposes is a contractual requirement of participation in the Plan.
- 18.2 The purposes for which personal data shall be processed as referred to in this Rule 18 shall be in order to allow the Company and any other relevant Group Companies to incentivise their officers and employees and to operate the Plan and to fulfil its or their obligations to the Participant under the Plan, and for other purposes relating to or which may become related to the Participant's office or employment, the operation of the Plan or the business of the Group or to comply with legal obligations. Such processing will principally be for, but will not be limited to, personnel, administrative, financial, regulatory or payroll purposes as well as for the purposes of introducing and administering the Plan.
- 18.3 The personal data to be processed as referred to in this Rule 18 may be disclosed or transferred to, and/or processed by:
- 18.3.1 any professional advisors of any Group Company, HM Revenue & Customs or any other revenue, regulatory or governmental authorities;
 - 18.3.2 a trustee of a Trust;
 - 18.3.3 any registrars, brokers, other third party administrators (or similar) appointed in connection with any employee share or incentive plans operated by any Group Company;
 - 18.3.4 the Custodian or any other person appointed (whether by the Participant or any Group Company) to act as nominee on behalf of (or provide a similar service to) the Participant;

- 18.3.5 subject to appropriate confidentiality undertakings, any prospective purchasers of, and/or any person who obtains Control of or acquires, the Company or the whole or part of the business of the Group; or
- 18.3.6 any Group Company and officers, employees or agents of such Group Company.
- 18.4 The personal data collected or processed in accordance with this Rule 18 shall be stored in accordance with the terms of the Data Protection Policy.
- 18.5 Further information in relation to the processing of personal data referred to in this Rule 18, including the details and identity of the data controller and of the Participant's rights to request access to or rectification or erasure or restriction of processing of such personal data and/or to object to such processing (in each case subject to the conditions attached to such rights), as well as details of the right to data portability, are available in the Data Protection Policy which is available on the Company's intranet and/or in any privacy policy made available to the Participant on any online portal (or similar) operated from time to time in connection with Awards granted under the Plan.
- 18.6 To the extent that the processing of personal data of a Participant referred to in this Rule 18 is subject to the laws or regulations of any jurisdiction that is not the United Kingdom or an EU member state and under which the legal grounds for processing described in Rule 18.1 do not provide a sufficient legal basis under such other laws or regulations for the processing referred to in Rule 18.1 to 18.3, by participating in the Plan such Participant consents to such processing for the purposes of such other laws or regulations (but shall not be deemed to consent to such processing for the purposes of EU Regulation 2016/679 ("**EU GDPR**"), the UK General Data Protection Regulation ("**UK GDPR**") or the UK Data Protection Act 2018).
- 18.7 In this Rule 18, "personal data" and "data controller" each have the meaning given in EU GDPR, UK GDPR or the UK Data Protection Act 2018, as appropriate and the "Data Protection Policy" means the Data Protection Policy in place from time to time.
19. **GENERAL**
- 19.1 The Plan shall terminate on the 10th anniversary of the approval of the Plan by the shareholders of the Company in general meeting, or at any earlier time by resolution of the Board or an ordinary resolution of the shareholders in general meeting. Such termination shall be without prejudice to the subsisting rights of Participants.
- 19.2 Save as otherwise provided under the Plan:
- 19.2.1 Shares issued and allotted pursuant to the Plan will rank pari passu in all respects with the Shares then in issue at the date of such allotment, except that they will not rank for any rights attaching to Shares by reference to a record date preceding the date of allotment; and
- 19.2.2 Shares to be transferred pursuant to the Plan will be transferred free of all liens, charges and encumbrances and together with all rights attaching thereto, except they will not rank for any rights attaching to Shares by reference to a record date preceding the date of transfer.
- 19.3 If and so long as the Shares are admitted to listing and/or for trading on any stock exchange or market, the Company shall apply for any Shares issued and allotted pursuant to the Plan to be so admitted as soon as practicable.
- 19.4 Any transfer of Shares under the Plan is subject to such consent, if any, of any authorities in any jurisdiction as may be required, and the Participant shall be responsible for complying with the requirements to obtain or obviate the necessity for such consents.
- 19.5 Notwithstanding any provisions of these Rules, if required by the Company the transfer of Shares on vesting shall be conditional on the Participant entering into (and may be delayed until the Participant has entered into), such documentation as is reasonably required to facilitate the holding of legal title to Shares on behalf of the Participant by any nominee (including the Custodian), which may include any documentation in respect of "know-your-client" processes or Automatic Exchange of Information (AEOI) reporting (or similar).

- 19.6 The terms of any individual's office or employment with any past or present Group Company, and the rights and obligations of the individual thereunder, shall not be affected by the Participant's participation in the Plan and the Plan shall not form part of any contract of employment between the individual and any such company.
- 19.7 An Eligible Employee shall have no right to receive an Award under the Plan and participation in the Plan and the grant of any Award is at the discretion of the Company.
- 19.8 Participation in the Plan by, or the grant of any Award under it to, a Participant in any year does not create any right to or expectation of participation in the Plan or the grant of any Award in any future year, even if the Participant has previously participated in the Plan (or any similar plan) over a long period of time and/or if participation in the Plan and/or an Award under it (or any similar plan) has been granted (including repeatedly) without the relevant Group Company specifically expressing the voluntary and discretionary nature at the time of each such participation or Award.
- 19.9 By participating in the Plan, the Participant waives all and any rights to compensation or damages in consequence of the termination of the Participant's office or employment with any past or present Group Company for any reason whatsoever, whether lawfully or otherwise, insofar as those rights arise or may arise from the Participant's ceasing to have rights under the Plan (including ceasing to be entitled to exercise any Option) as a result of such termination, or from the loss or diminution in value of such rights or entitlements, including by reason of the operation of the terms of the Plan, any determination by the Board pursuant to a discretion contained in the Plan or the provisions of any statute or law relating to taxation.
- 19.10 Benefits under the Plan shall, unless otherwise required under the law of the jurisdiction in which the Participant is resident, not form part of a Participant's remuneration for any purpose and shall not be pensionable.
- 19.11 The invalidity or non-enforceability of any provision or Rule of the Plan shall not affect the validity or enforceability of the remaining provisions and Rules of the Plan which shall continue in full force and effect.
- 19.12 The Plan confers no benefit, right or expectation on an individual who is not a Participant. No third-party shall have rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Plan.
- 19.13 These Rules shall be governed by and construed in accordance with English Law.
- 19.14 The English courts shall have exclusive jurisdiction to determine any dispute which may arise out of, or in connection with, the Plan.

APPENDIX 1: OPERATION OF MALUS AND CLAW-BACKMalus Adjustment prior to the settlement of an Award

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

Claw-back following the settlement of an Award

2. Where the Board determines that a Claw-back shall apply in respect of an Award following Shares having been transferred thereto, or a cash payment having been made under Rule 11 (*Cash Alternative*) in lieu thereof, the Board shall determine:
 - a. the excess number of Shares in respect of which the Award vested (the "**Excess Shares**"); and
 - b. the aggregate Market Value of such Excess Shares on the date on which the Award vested or, in the case of an Option, the date the Option was exercised (the "**Equivalent Value**").
3. Any cash payment made or additional Shares transferred pursuant to Rule 10 (*Dividend Equivalent*) in respect of such Award shall be subject to the Claw-back to the extent that the Board determines that such cash payment or Shares relate to the Excess Shares.
4. A Claw-back may be effected in such manner as may be determined by the Board, and notified to the Participant, including by any one or more of the following:
 - a. by reducing the number of Shares and/or amount of cash in respect of which an Outstanding Award vests or may vest (or has vested, but in respect of which no Shares have yet been transferred or cash payment made), whether before or after the assessment of performance conditions in respect of such Outstanding Award, by the number of Excess Shares and/or the Equivalent Value (and such Outstanding Award shall lapse to the extent so reduced);
 - b. by setting-off against (and deducting from) any amounts payable by any Group Company to the Participant (including to the extent permitted by law salary or any bonus payments) an amount up to the Equivalent Value; and/or
 - c. by requiring the Participant to immediately transfer to the Company a number of Shares equal to the Excess Shares or a cash amount equal to the Equivalent Value (which shall be an immediately payable debt due to the Company),

provided that the Board may reduce the number of Excess Shares or the amount of the Equivalent Value subject to the Claw-back in order to take account of any Tax Liability (as defined in Rule 12 (*Tax Liability*)) which arose on the transfer of the Shares and/or payment of the cash amount which is the subject of the Claw-back.

5. For the avoidance of doubt, nothing in Rule 14 (*Malus and Claw-back*) or this Appendix shall in any way restrict a Participant from being able to transfer or otherwise deal in Shares acquired on vesting or exercise of an Award.
6. In paragraph 4 above:

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

of a determination that a Claw-back shall be applied or which are granted to the Participant following such a determination; and

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

APPENDIX 2: US PARTICIPANTS

1. To the extent that any provision of this Appendix 2 is inconsistent with any Rule of the Plan, such provision of this Appendix 2 shall take precedence. Capitalised words and phrases used in this Appendix 2 and not otherwise defined shall have the same meaning as set forth in the Rules of the Plan. In addition, any capitalised words and phrases used in this Appendix 2 and otherwise defined shall override any definition contained in the Plan.
2. If this Appendix 2 applies to an Award, the Award shall be deemed to take the form of a Conditional Award, irrespective of the form in which it was originally granted.
3. Shares to be transferred, or any cash alternative to be paid, to a US Participant pursuant to Rule 6.7.1 (*Effect of vesting*) shall be transferred or paid no later than 31 December in the same calendar year as the vesting of the Award under any Rule as modified by this Appendix 2. For the avoidance of doubt, the Board's determination of whether a Performance Condition, Underpin or any other condition to which an Award is subject has been satisfied in whole or in part must be completed on or before 31 December of the calendar year that includes the date on which the Award vests under any Rule. The Board may not defer the Normal Vesting Date in accordance with Rule 6.1. Any vested dividend equivalents shall be paid in cash or settled in Shares at the same time as the underlying Award is paid or settled.
4. The Board may determine that an Award to a US Participant shall only be satisfied by the issue of Shares and not by the transfer of existing Shares, provided that, unless the Board determines otherwise, the nominal value per Share for each Share to be acquired on vesting of an Award is paid.
5. Rule 6.8 (*Disciplinary proceedings*) shall not apply to a US Participant if the application of such Rule would result in the vesting of the Award being later than 31 December in the same calendar year as the vesting of the Award would otherwise have been but for Rule 6.8. For the avoidance of doubt, Appendix 1 (*Operation of Malus and Claw-back*) and Rule 14.4 (*Malus and Claw-back events*) shall apply to any Award which vests to a US Participant at any time at which an investigation is ongoing under the disciplinary procedures applicable to the US Participant should such procedures not be resolved in favour of the Participant.
6. The Board may not exercise its discretion provided for in Rule 7.2 (*Reasons for cessation where RSUs and PSUs remain capable of vesting*), Rule 8 (*Corporate Actions*), or 16.3 (*Administration*) if the exercise of such discretion could reasonably be expected to cause the application of an accelerated or additional tax charge under Code §409A.
7. Rule 7.4.1 (*Timing of vesting in the event of cessation prior to the Normal Vesting Date*) shall not apply to an RSU held by a US Participant who is not an Executive Director and Awards held by such a US Participant shall instead vest on the date of cessation of office or employment in accordance with Rule 7.4.2 (and without the need for the exercise of discretion by the Board).
8. Rule 7.4.2 (*Timing of vesting in the event of cessation prior to the Normal Vesting Date*) shall not apply to (i) any Award held by an Executive Director who is a US Participant; or (ii) any PSU held by a US Participant, such that, to the extent that such an Award becomes non-forfeitable prior to the Normal Vesting Date, no accelerated transfer of Shares, or accelerated payment of a cash alternative, to the US Participant shall occur, except as otherwise specifically provided by the Plan and provided such acceleration would not otherwise violate Code §409A.
9. A Corporate Action shall not be deemed to have occurred in relation to an Award granted to a US Participant unless the relevant event also constitutes a "change in ownership," a "change in effective control," or a "change in ownership of a substantial portion of the assets"

of the Company as defined in US Treasury Regulations or other guidance issued pursuant to Code §409A.

10. Any variation to the number of Shares subject to an Award pursuant to Rule 15 (*Variation of capital*) shall only be permitted to the extent that such variation complies with the requirements of Code §409A, if applicable.
11. No alteration or addition shall be made under Rule 17 (*Amendments*) to an Award held by a US Participant if such alteration or addition could reasonably be expected to cause the application of an accelerated or additional tax charge under Code §409A.
12. No Shares shall be issued or delivered to the Participant unless such delivery is in compliance with the securities laws of the US and any applicable State laws.
13. Each transfer of Shares, or payment of a cash alternative, pursuant to an Award (including any dividend equivalents) shall constitute a "separate payment" within the meaning of Treasury Regulation Section 1.409A-2(b)(2).
14. In accordance with Section 1.409A-3(d) of the US Treasury Regulations, a payment under this Plan will be treated as made on the designated payment date if the payment is made (i) at such date or a later date within the same calendar year, or if later, by the 15th day of the third month following the date designated in the Award Documentation (defined below) or (ii) at a date no earlier than 30 days before the designated payment date (provided that a Participant may not, directly or indirectly, designate the year of payment).
15. The foregoing provisions of this Appendix 2 are intended to comply with the requirements of Code §409A and shall be construed and interpreted in accordance therewith in order to avoid the imposition of additional tax thereunder.
16. In the event that the terms of the Award Documentation would reasonably be expected to subject any Participant to taxes or penalties under Code §409A ("**409A Penalties**"), the Board, the Company and such Participant shall cooperate diligently to construe, apply and/or amend the terms of the Award Documentation to avoid such 409A Penalties, to the extent reasonably possible, provided that in no event shall any Group Company be responsible for any 409A Penalties that arise in connection with any amounts payable in respect of any Award granted under this Plan.
17. Notwithstanding anything to the contrary under the Award Documentation, the settlement of such award may not be accelerated or delayed, if such acceleration or delay would reasonably be expected to violate Code §409A.
18. The settlement of the US Participant's Award upon any cessation of office or employment as described in the Plan or such Participant's Award notification (or other documentation evincing the terms of the Participant's Award), in each case as modified by this Appendix 2 ("**Award Documentation**"), shall be made in accordance with such Award Documentation, provided that with respect to the settlement of an Award due to the US Participant's cessation of office or employment for reasons other than death, if the US Participant is a "specified employee" under Code §409A(a)(2)(B), the settlement shall be delayed until the earlier to occur of the US Participant's death or the date that is six months and one day following the US Participant's cessation of office or employment.
19. For purposes of the Award Documentation, to the extent the Award is subject to Code §409A, the terms "cessation of office or employment," "termination of office or employment," "cessation," "retirement," and variations thereof, as used in the Award Documentation, are intended to mean a cessation of employment that constitutes a "separation from service" under Code §409A(a)(2)(A)(i).

APPENDIX 3: SECTION 431 ITEPA 2003 ELECTION

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

One Part Election

1. Between

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

2. Purpose of Election

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

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

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

3. Application

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

Number of securities [insert number]
 Description of securities [insert description]
 Name of issuer of securities [insert name of issuer]
 * acquired by the Employee on [insert date]
 * to be acquired by the Employee between [dd/mm/yyyy] and [dd/mm/yyyy]
 * to be acquired by the Employee after [dd/mm/yyyy] under the terms of [insert scheme/plan name]
 (* delete as appropriate)

APPENDIX 4: DEFERRED BONUS AWARDS MADE THROUGH THE PURCHASE OF SHARES

Application

1. The terms of this Appendix 4 apply in the event that an Eligible Employee is awarded a an annual bonus by any Group Company on the condition that all or a proportion of the amount of such annual bonus (after deduction of any amount in respect of any Tax Liability arising in respect of such annual bonus (the "**Relevant Bonus Tax Deduction**")) is required to be applied in acquiring Shares as a means of implementing a deferral of such amount of the annual bonus (a "**Relevant Bonus**").
2. The terms of this Appendix 4 apply to any Shares acquired by or on behalf of an Eligible Employee as referred to in Paragraph 1 above ("**Acquired Shares**").

Interpretation

3. Capitalised terms used in this Appendix have the meaning given in the Rules of the Spirax Group Share Award Plan (the "**Rules**").
4. References to the "**Grant Date**" shall mean to the date on which Acquired Shares are acquired by or on behalf of a Participant.

Plan limits

5. References to the acquisition of Acquired Shares shall include the acquisition by way of a purchase of such Shares (whether from a Trust, by market purchase or by a transfer of Treasury Shares) or a subscription of a new issue of Shares.

Awards

6. Where an Eligible Employee is paid a Relevant Bonus such payment is made on the following conditions:
 - a. such proportion of the Relevant Bonus, after deduction of the Relevant Bonus Tax Deduction, as is determined by the Board (the "**Deferral Amount**") shall be withheld by the Group Company which is paying the Relevant Bonus and remitted to the Company;
 - b. in the event that the Deferral Amount is in a currency other than pounds sterling such amount shall be converted into pounds sterling on such basis as the Board may determine;
 - c. the Company shall remit the Deferral Amount (if applicable, as converted into pounds sterling) to the Custodian which shall receive and apply such amount on behalf of the Eligible Employee in acquiring Shares (1) at the best price reasonably available in the market on the date on which such Shares are acquired; or (2) where such Shares are acquired by subscription, a transfer of Treasury Shares or through an off-market purchase, at the Relevant Value calculated in accordance with Rule 3.5; and
 - d. the Shares so acquired (being the Acquired Shares) shall be acquired by (or transferred to), and shall then be held by, the Custodian on behalf of the Participant (who shall have beneficial title to such Shares) but on and subject to the terms of this Appendix 4.
7. Save as otherwise specified by the Company prior to the Grant Date, any dividends (or other cash distribution or similar) paid in respect of the Acquired Shares shall be received by the Custodian on behalf of the Participant and shall be remitted to the Participant as soon as reasonably practicable thereafter.
8. The Acquired Shares shall be held by the Custodian on behalf of the Participant subject to any Shareholding Requirements and any additional terms which the Company specifies prior to the Grant Date and/or to which the Participant agrees in writing.
9. Prior to, or shortly following, the acquisition of Acquired Shares on behalf of a Participant, the Participant may be required to enter into:

- a. an agreement under which the Participant acknowledges that the Acquired Shares are acquired and held on the Participant's behalf on and subject to the terms of this Appendix 4; and
- b. an election under section 431 of the Income Tax (Earning and Pensions) Act 2003 (or the equivalent in any other jurisdiction),

and, unless the Board determines otherwise, the Acquired Shares shall be forfeited for nil consideration to the trustee of any Trust nominated by the Board in the event that the Participant fails to enter into such agreement and/or election within any time period specified by the Company.

Other

- 10. For the avoidance of doubt and without limitation, the Acquired Shares shall cease to be subject to any restrictions under the terms of this Appendix 4 at such time as the Shareholding Requirements cease to apply to the Participant or in the event of a transfer of Shares in connection with a Corporate Action.