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Advanced Medical Solutions Group plc

2006 Share Incentive Plan

Adopted by Shareholders: 2006

Adopted by Company; 2006

Approved by Inland Revenue: 2006

Amended by the Board: 2014

Schedule 2 Notice given by the Company: [DATE] *NB notice must be given by 6 July 2015*

Amended by Shareholders 2015

Amended by the Remuneration Committee on 2019

Amended by Shareholders 2024

Halliwell Consulting

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1. **Definitions**

1.1 In these Rules the following words and expressions shall have the following meanings-

- "Accumulation Period" in relation to Partnership Shares, the period during which the Trustees accumulate a Qualifying Employee's Partnership Share Money before acquiring Partnership Shares or repaying it to such Qualifying Employee
- "Acquisition Date"
(a) in relation to Partnership Shares where there is no Accumulation Period, the meaning given by paragraph 50(4) of the Schedule;
(b) in relation to Partnership Shares where there is an Accumulation Period, the meaning given by paragraph 52(5) of the Schedule; and
(c) in relation to Dividend Shares, the meaning given by paragraph 66(4) of the Schedule
- "Associated Company" shall have the same meaning as in paragraph 94 of the Schedule;
- "Award Date" in relation to Free Shares or Matching Shares, the date on which such Shares are awarded
- "Award"
(a) in relation to Free Shares and Matching Shares, the appropriation of Free Shares and Matching Shares in accordance with the Plan; and
(b) in relation to Partnership Shares, the acquisition of Partnership Shares on behalf of Qualifying Employees in accordance with the Plan
- "Board" the board of directors of the Company or the directors present at a duly convened meeting of the directors of the Company at which a quorum is present or a duly authorised committee thereof
- "Capital Receipt" shall have the same meaning as in section 502 of ITEPA

“Company”	Advanced Medical Solutions Group plc (registered number 2867684)
“Connected Company”	shall have the same meaning as in paragraph 18(3) of the Schedule
“Control”	shall have the same meaning as in section 719 ITEPA
“CTA”	Corporation Taxes Act 2010
“Data Protection Law”	(a) EU Regulation 2016/679 (“GDPR”); and (b) any laws or regulations ratifying, implementing, adopting, supplementing or replacing the GDPR including the Data Protection Act 2018; in each case, to the extent in force, and as such are updated, amended or replaced from time to time
“Dealing Day”	a day on which the London Stock Exchange is open for the transaction of business
“Deed”	the deed constituting the Advanced Medical Solutions Group plc UK Employee Benefit Trust
“Dividend Shares”	Shares acquired on behalf of a Participant from reinvestment of dividends under Rule 8
“Free Share Agreement”	an agreement in the terms set out in Appendix A referred to as a Bonus Share Agreement for the purpose of employee communications
“Free Shares”	Shares awarded under Rule 5 Plan which are also known as “Bonus Shares” in employee communication documentation
“Group Plan”	the Plan if the Plan is extended to the Company's subsidiaries which are Participating Companies.
“Holding Period”	(a) in relation to Free Shares, the period specified by the Company as described more fully in Rule 5.10; (b) in relation to Matching Shares, the period specified by the Company as described more fully in Rule 7.6; and (c) in relation to Dividend Shares, the period of three years from the Acquisition Date
“ICTA”	the income and Corporation Taxes Act 1988
“Initial market Value”	the Market Value of a Share on an Award Date and where the Share is subject to a restriction or risk of forfeiture, the Market Value shall be determined without reference to that restriction or risk

“ITEPA”	the Income Tax (Earnings and Pensions) Act 2003
“ITTOIA”	the Income Tax (Trading and Other Income) Act 2005
“Market Abuse Regulation”	Regulation (EU) No 596/2014 of the European Parliament and of the Council of 16 April 2014 on market abuse, and any accompanying implementation measures and guidance, as it is in force from time to time
“Market Value”	<p>(a) on any day when the Shares have not been admitted to the Daily Official List of the London Stock Exchange the market value of a Share determined in accordance with the provisions of Part VIII of the Taxation of Chargeable Gains Act 1992 and agreed for the purposes of the Plan with HM Revenue & Customs Shares Valuation on or before that day; or</p> <p>(b) on any day when the Shares have been admitted to the Daily Official List of the London Stock Exchange:-</p> <p>(i) where all of the Shares are purchased and awarded by the Trustees on the Acquisition or Award Date, the price at which such Shares are purchased. Where Shares are purchased at different times during the Acquisition Date or Award Date and at different prices, the average of the prices paid by the Trustees in the purchase of the Shares; or</p> <p>(ii) where in relation to Awards of Shares on an Acquisition or Award Date, some of the Shares are purchased and awarded by the Trustees on the Acquisition or Award Date and the remainder of the Award Shares are not purchased, the price at which the purchased Shares were purchased or where purchased at different times during the Acquisition Date or Award Date and at different prices, the average of the prices paid by the Trustees in the purchase of the Shares; or</p> <p>(iii) where all of the Shares are purchased by the Trustees on different days, the middle market quotation for shares of the class as derived from the Daily Official List of the London Stock Exchange on the Dealing Day immediately preceding the day when the Shares are awarded; or</p> <p>(iv) where all of the Shares are not purchased on the Award Date or Acquisition Date the middle market quotation for shares of the class as derived from the Daily Official List of the London Stock Exchange on the Dealing Day immediately preceding the day when the Shares are awarded.</p>
“Matching Shares”	Shares awarded under Rule 7 of the Plan

“NICs”	employees’ National Insurance Contributions
“Participant”	an individual who has received under the Plan an Award of Free Shares, Matching Shares or Partnership Shares, or on whose behalf Dividend Shares have been acquired
“Participating Company”	the Company and such of its Subsidiaries as have executed deeds of adherence to the Plan under clause 18 of the Deed
“Partnership Shares”	Shares awarded under Rule 6 of the Plan which are also known as “Investment Shares” in employee communication documentation
“Partnership Share Agreement”	this agreement in the terms set out in Appendix B which shall, inter alia, contain a notice under paragraph 48 of the Schedule referred to in employee communications as an Investment Share Agreement
“Partnership Share Money”	this is money deducted from a Participant's Salary pursuant to a Partnership Share Agreement and held by the Trustees who may either use such money to acquire Partnership Shares or return such money to such Participant
“Performance Allowances”	the criteria attached to an Award of Free Shares where:- (a) whether Shares are awarded; or (b) the number or value of Shares awarded, is conditional on the satisfaction of performance targets set by the Board
“Performance Period”	shall have the meaning given in Rule 5.5(a)
“Personal Data”	as defined in Data Protection Law
“Plan”	the Advanced Medical Solutions Group plc 2006 Share Incentive Plan
“Plan Shares”	(a) Free Shares, Matching Shares or Partnership Shares awarded to Participants; (b) Dividend Shares acquired on behalf of Participants; and (c) shares in relation to which paragraph 87(1) (company reconstructions: new shares) of the Schedule applies that remain subject to the Plan
“Plan Dividends”	shall have the meaning given in Rule 8.2
“Qualifying Corporate Bond”	shall have the same meaning as in section 117 of the Taxation of Chargeable Gains Act 1992
“Qualifying Employee”	an employee who must be invited to participate in an Award in accordance with Rule 3.5 and any employee who the Company has

invited to participate in an Award in accordance with Rule 3.6

"Qualifying Period"	<p>(a) in the case of Free Shares such period of time ending on the Award Date as is determined by the Board which shall not exceed 18 months</p> <p>(b) in the case of Partnership Shares and Matching Shares where there is an Accumulation Period such period of time ending on the start of the Accumulation Period as is determined by the Board which shall not exceed 6 months</p> <p>(c) in the case of Partnership Shares and Matching Shares where there is no Accumulation Period such period of time ending on the date on which Partnership Share Money relating to such Award is deducted as is determined by the Board which shall not exceed 18 months</p>
"Redundancy"	the same meaning as in the Employment Rights Act 1996
"Relevant Employment"	employment by the Company or any Associated Company
"Rules"	the rules of the Plan as amended from time to time
"Salary"	the same meaning as in paragraph 43(4) of the Schedule
"Schedule"	Schedule 2 to ITEPA
"Schedule 2 Notice"	the notice and accompanying declaration given by the Company to HM Revenue & Customs confirming that the Plan meets the requirements of the Schedule and have done so since 6 April 20014
"Shares"	ordinary shares in the capital of the Company which comply with the conditions set out in paragraph 25 of the Schedule
"Subsidiary"	any company which is for the time being under the Control of the Company
"Tax Year"	a year beginning on 6 April and ending on the following 5 April
"Treasury Shares"	Shares qualifying as treasury shares in accordance with section 162 of the Companies Act 1985
"Trustees"	the trustees or trustee of the Plan
"Trust Fund"	all assets transferred to the Trustees to be held on the terms of the Deed and the assets from time to time representing such assets, including any accumulations of income
"Trust Period"	the period of 80 years beginning with the date of the Deed

- 1.2 References to any act, part, chapter, or section (including ICTA and ITEPA) shall include any statutory modification, amendment or re-enactment of that act, for the time being in force.
- 1.3 Where the context so admits or requires, words importing the singular shall include the plural and vice versa, and words importing the masculine shall include the feminine.
- 1.4 Headings, notes and footnotes to these Rules are included for convenience only and shall not affect the interpretation or construction of these Rules.
- 1.5 References to a "company" shall be construed so as to include any company, corporation or other body corporate, wherever and however incorporated or established.
- 1.6 References to a "person" shall be construed so as to include any individual, firm, company, government, state or agency of a state, local or municipal authority or government body or any joint venture, association or partnership (whether or not having a separate legal personality).

2. **Purpose Of The Plan**

- 2.1 The purpose of the Plan is to enable employees of Participating Companies to acquire shares in a company which give them a continuing stake in that company.

3. Eligibility Of Individuals

- 3.1 Individuals are eligible to participate in an Award only if;-
 - (a) they are employees of a Participating Company;
 - (b) they have been employees of a qualifying company within the meaning of paragraph 17 of the Schedule at all times during any Qualifying Period;
 - (c) they are eligible to participate on the date(s) set out in paragraph 14 of the Schedule; and
 - (d) they do not fail to be eligible under Rule 3.2.
- 3.2 Individuals are not eligible to participate in an Award of Free Shares, Partnership Shares or Matching Shares in any Tax Year under the Plan if in that Tax Year they are at the same time participating in an award of shares under another share incentive plan ("Other Plan") established by the Company or a Connected Company and approved under the Schedule or if they would have received such an award but for their failure to meet a Performance Allowance (see Rule 5.5).
- 3.3 If an individual participates in an Award of Shares under the Plan in a Tax Year in which has already participated in Other Plan(s) the limits set out in paragraphs 35, 46 and 64 of the Schedule apply as if the Plan and any Other Plan(s) are a single plan.
- 3.4 All individuals who meet the requirements in Rule 3.1 and are UK resident taxpayers (within the meaning of paragraph 8 (2) of the Schedule) shall be eligible to receive an Award and shall also be invited to participate in any Awards granted.

3.5 The Company may also invite any employee who meets the requirements in Rule 3.1 but is not a UK taxpayer (as defined in 3.4 above) to participate in an Award.

4 Participation On Same Terms

4.1 Subject to Rule 4.2, every Qualifying Employee shall be invited to participate in an Award on the same terms and all Qualifying Employees who do participate in an Award shall do so on the same terms.

4.2 Notwithstanding Rule 4.1, the Company may make an Award of Free Shares to Qualifying Employees by reference to:-

(a) their remuneration;

(b) their length of service;

(c) the hours they work; and/or

(d) the satisfaction of Performance Allowances.

5. Award of Free Shares

5.1 Every Qualifying Employee that wishes to be granted an Award of Free Shares shall enter into a Free Share Agreement with the Company. However, the Company may deem a Qualifying Employee to have accepted such an Award of Free Shares if the Qualifying Employee has not declined such an Award in writing within a period of 25 days from the date of the invitation and in such circumstances, the Qualifying Employee will be deemed to have completed the Free Share Agreement at the end of the period of 25 days from the date of the invitation.

5.2 The Trustees may from time to time award Free Shares to Qualifying Employees.

5.3 The number of Free Shares to be awarded by the Trustees to a Qualifying Employee on an Award Date shall be determined by the Board save that the initial Market Value of Free Shares awarded to a Qualifying Employee in any Tax Year shall not exceed the amount set out in paragraph 35(1) of the Schedule from time to time.

5.4 The Board may stipulate that the number of Free Shares (if any and subject to Rule 5.5) to be awarded to each Qualifying Employee on a given Award Date shall be determined by reference to Performance Allowances.

5.5 If Performance Allowances are used in connection with a particular Award of Free Shares, Performance Allowances shall apply to that entire Award of Free Shares to all Qualifying Employees and must satisfy the following conditions:-

(a) they shall be determined by reference to such fair and objective criteria relating to business results as the Board shall determine and over such period as the Board shall specify (the "Performance Period");

(b) the criteria must be set for performance units consisting of one or more employees; and

(c) a Qualifying Employee must not be a member of more than one performance unit.

- 5.6 Where the Board determines to use Performance Allowances in connection with an Award of Free Shares it shall, as soon as reasonably practicable:-
- (a) notify each Qualifying Employee participating in the Award of the criteria which shall be used to determine the number or value of Free Shares awarded to such Qualifying Employee; and
 - (b) notify all Qualifying Employees of the Company or, in the case of a Group Plan, of any Participating Company, in general terms, of the criteria to be used to determine the number or value of Free Shares to be awarded to each Qualifying Employee in the Award.
- 5.7 Without prejudice to Rule 5.5, the Board shall determine the number of Free Shares (if any) to be awarded to each Qualifying Employee by reference to performance using either "Method 1" or "Method 2" (as such terms are described more fully in Rules 5.8 and 5.9 respectively). The same method shall be used for all Qualifying Employees for each Award of Free Shares.
- 5.8 If the Board determines to use Method 1:-
- (a) at least 20% of Free Shares awarded in any Performance Period shall be awarded without reference to performance;
 - (b) the remaining Free Shares shall be awarded by reference to performance;
 - (c) the greatest number of Free Shares awarded to a Qualifying Employee by reference to performance (Rule 5.8(b)) shall be no more than four times the greatest number of Free Shares awarded to a Qualifying Employee without reference to performance(Rule 5.8(a)); and
 - (d) the Board may only use the criteria set out in Rule 4.2(a) to (c) to determine the number of Free Shares awarded to a Qualifying Employee without reference to performance (Rule 5.8(a)).
- 5.9 If the Board determines to use Method 2:-
- a) some or all Free Shares shall be awarded by reference to performance;
 - b) the Board may only use the criteria set out in Rule 4.2(a) to (c) to determine the number of Shares the subject of an Award of Free Shares to each Qualifying Employee pursuant to Rule 5.9(a); and
 - c) Free Shares awarded for each performance unit shall be treated as separate Awards.

Holding Period

- 5.10 The Company shall, in relation to each Award of Free Shares, specify the Holding Period in relation to such Award throughout which a Participant shall be bound by the terms of the Free Share Agreement which shall commence on the Award Date and which shall be no less than three years and no more than five years.

- 5.11 The Holding Period specified pursuant to Rule 5.10 shall be the same for all Participants who receive an Award of Free Shares at the same time and may not be increased following the Award Date.
- 5.12 A Participant may during the Holding Period direct the Trustees:-
- (a) to accept an offer for any of his Free Shares if the acceptance or agreement shall result in a new holding being equated with those Shares for the purposes of capital gains tax; or
 - (b) to accept an offer of a Qualifying Corporate Bond (whether alone or with other assets or cash or both) for his Free Shares if the offer forms part of such a general offer as is mentioned in paragraph (c); or
 - (c) to accept an offer of cash, with or without other assets, for his Free Shares if the offer forms part of a general offer which is made to holders of shares of the same class as his shares, or to holders of shares in the same company and which is made in the first instance on a condition such that if it is satisfied the person making the offer shall have control of that company, within the meaning of sections 450 and 451 CTA; or
 - (d) to agree to a transaction affecting his Free Shares or such of them as are of a particular class, if the transaction would be entered into pursuant to a compromise, arrangement or scheme applicable to or affecting:-
 - (i) all of the ordinary share capital of the Company or, as the case may be, all the shares of the class in question; or
 - (ii) all the shares, or all the shares of the class in question, which are held by a class of shareholders identified otherwise than by reference to their employment or their participation in a share incentive plan approved under the Schedule.

6. **Awards Of Partnership Shares**

- 6.1 The Company may at any time invite every Qualifying Employee to enter into a Partnership Share Agreement with the Company. For the avoidance of doubt, the Partnership Share Agreement shall contain no provision pursuant to which Partnership Shares may be forfeited.
- 6.2 The Partnership Share Agreement shall prescribe, inter alia, the amount of Partnership Share Money that is to be deducted from a Qualifying Employee's Salary save that:-
- a) if the deduction is made annually it may not exceed such amount as set out in paragraph 46(1) of Schedule 2 in a Tax Year; and
 - (b) if the deduction is made monthly it may not exceed such amount as set out in paragraph 46(1) of Schedule 2 divided by 12 in any month. If the Qualifying Employee's salary is not paid at monthly intervals this limit should be calculated proportionately; and
 - (c) the amount of Partnership Share Money deducted from an employee's Salary in a Tax Year shall not exceed 10% of the employee's Salary in that Tax Year.

- 6.3 Any amount of Salary deducted in excess of the limits set out in Rule 6.2 shall be paid over to the Qualifying Employee, subject to both deduction of income tax under PAYE and NICs, as soon as practicable after such deduction is made.
- 6.4 The minimum amount to be deducted under the Partnership Share Agreement on any occasion shall be determined by the Board save that this amount shall be the same for all Qualifying Employees and shall not exceed £10.
- 6.5 The Company may specify the maximum number of Shares to be included in an Award of Partnership Shares provided that any relevant Partnership Share Agreement in respect of which this maximum number of Shares relates shall contain an undertaking by the Company to notify each Qualifying Employee of such maximum.
- 6.6 The notification that the Company undertakes to give pursuant to Rule 6.5 shall be given:-
- (a) if there is no Accumulation Period relating to the Award, before the deduction of the Partnership Share Money relating to the Award; and
 - (b) if there is an Accumulation Period relating to the Award, before the beginning of such Accumulation Period.

No Accumulation Period

- 6.7 If there is no Accumulation Period relating to the Award, the Trustees shall acquire Shares on behalf of the Qualifying Employee using the Partnership Share Money on the Acquisition Date. The number of Shares acquired on behalf of each Participant shall be determined by dividing the relevant amount of Partnership Share Money by the Market value of a Share on the Acquisition Date.

Accumulation Period

- 6.8 If there is an Accumulation Period relating to the Award, the Trustees shall acquire Shares on behalf of the Qualifying Employee using Partnership Share Money on the Acquisition Date. The number of Shares acquired on behalf of a Qualifying Employee will be determined in accordance with one of the following:

- (a) the lower of the Market Value of the Shares at the beginning of the Accumulation Period and the Market Value of the Shares on the Acquisition Date; or
- (b) the Market Value of the Shares at the beginning of the Accumulation Period; or
- (c) the Market Value of the Shares on the Acquisition Date,

and the Partnership Share Agreement must specify which of the above is to apply for the purposes of the Partnership Share Agreement.

In the event that the Partnership Share Money is insufficient to acquire on the Acquisition Date the number of Shares determined under this Rule 6.8, the Company shall procure that the necessary funds are provided to the Trustees either by itself or by the Participating

Companies to enable the Trustees to acquire the necessary number of Shares on behalf of the Qualifying Employee.

- 6.9 If a transaction occurs during an Accumulation Period which results in a new holding of shares being equated for the purposes of capital gains tax with any of the shares to be acquired under the Partnership Share Agreement, the Qualifying Employee may agree that the Partnership Share Agreement shall have effect after the time of that transaction as if it were an agreement for the purchase of shares comprised in the new holding.
- 6.10 Any surplus Partnership Share Money remaining after the acquisition of Shares by the Trustees pursuant to Rules 6.7 or 6.8:-
- (a) may, with the agreement of the Participant, either be:-
- (i) carried forward to the next Accumulation Period (if there is an Accumulation Period relating to the next Award), or
 - (ii) carried forward and added to the next deduction (if there is no Accumulation Period relating to the next Award); and
- (b) in any other case, shall be paid over to the Participant, subject to the deduction of both income tax under PAYE and NICs, as soon as practicable after the Acquisition Date.
- 6.11 If the Company receives applications for Partnership Shares exceeding the Award maximum determined in accordance with Rule 6.5 the following steps shall be taken in the order set out below until such excess is eliminated:-
- (a) the excess of the monthly or annual deduction chosen by each applicant over £10 shall be reduced pro rata;
 - (b) all monthly or annual deductions shall be reduced to £10;
 - (c) applications shall be selected by lot, each based on a monthly or annual deduction of £10.
- 6.12 Each application shall be deemed to have been modified or withdrawn in accordance with Rule 6.11 and each Qualifying Employee who has applied for Partnership Shares shall be notified of the change as soon as is reasonably practicable after such change is made.
- 6.13 A Participant may withdraw from a Partnership Share Agreement at any time by notice in writing to the Company. Unless a later date is specified in the notice, such notice shall take effect 30 days after it is received by the Company. Any Partnership Share Money then held on behalf of an employee shall be paid over to that employee as soon as practicable following the date on which such notice takes effect, subject to the deduction of both income tax under PAYE and NICs.
- 6.14 If approval to the Plan is withdrawn by HM Revenue & Customs, any Partnership Share Money held on behalf of Participants shall be repaid to them as soon as practicable, subject to the deduction of income tax under PAYE and NICs.

7. Awards Of Matching Shares

7.1 The Partnership Share Agreement shall, inter alia, set out the basis on which a Participant is entitled to an Award of Matching Shares in accordance with this Rule 7.

7.2 Matching Shares shall:-

(a) be Shares of the same class and carrying the same rights as the Partnership Shares to which they relate;

(b) subject to Rule 7.5 be awarded on the same day as the Partnership Shares to which they relate are acquired on behalf of the Participant; and (c) be awarded to all Participants on exactly the same basis.

7.3 The Partnership Share Agreement, inter alia, shall specify (subject to Rule 7.4) the ratio of Matching Shares that are to be awarded to a Participant in respect of Partnership Shares acquired on behalf of a Participant for the time being provided that the ratio shall not exceed two Matching Shares to one Partnership Share.

7.4 The Company may vary the ratio determined pursuant to Rule 7.3 before Partnership Shares are acquired. Should the Company so vary the ratio Qualifying Employees shall be notified of the terms of such variation before the Partnership Shares are awarded under the relevant Partnership Share Agreement.

7.5 Should the number of Partnership Shares acquired on behalf of a Participant on the relevant Acquisition Date be insufficient to require the Company to make an Award of Matching Shares, such Award of Matching Shares shall be made when sufficient Partnership Shares have been acquired to allow at least one Matching Share to be appropriated to the Participant.

Holding Period

7.6 Rules 5.10 to 5.12 relating to the Holding Period that shall apply to an Award of Free Shares shall apply mutatis mutandis to any Award of Matching Shares.

8. Awards Of Dividend Shares

8.1 The Free Share Agreement and/or Partnership Share Agreement shall, inter alia, set out the terms which (together with the Rules) shall govern the Award (if any) of Dividend Shares. In exercising their powers in relation to the acquisition of Dividend Shares the Trustees must treat Participants fairly and equally.

8.2 The Company may direct that any cash dividend in respect of Plan Shares held on behalf of Participants ("Plan Dividends") may be applied in acquiring Dividend Shares on their behalf.

8.3 Dividend Shares shall be Shares of the same class and carrying the same rights as the Shares in respect of which the Plan Dividend is paid.

8.4 Subject to Rule 8.5, the Company may determine to :-

(a) apply all Plan Dividends to acquire Dividend Shares;

(b) apply Plan Dividends to acquire Dividend Shares up to an amount determined by the Company;

(c) pay all Plan Dividends in cash to all Participants; or

(d) offer Participants the choice of electing for the Company to apply their Plan Dividends in accordance with Rule 8.4(a), (b) or (c).

8.5 The Company may revoke any direction for reinvestment of Plan Dividends into Dividend Shares.

8.6 Should it be determined that Plan Dividends be applied pursuant to Rule 8.4(a) or (b), the Trustees shall apply such Plan Dividends to acquire Dividend Shares on behalf of the Participant on the Acquisition Date. The number of Dividend Shares acquired on behalf of each Participant shall be determined by dividing the relevant amount of Plan Dividends by the Market Value of a Share on the Acquisition Date.

8.8 Any amount of Plan Dividends that would, but for the following reasons:-

(a) because the amount of the Plan Dividend is insufficient to acquire a Dividend Share; or

(b) because there is a portion of the Plan Dividend remaining after the acquisition of Dividend Shares,

be applied pursuant to Rule 8.4(a) or (b) may be retained by the Trustees and carried forward to be added to the amount of the next Plan Dividend that is to be applied pursuant to Rule 8.4(a) or (b).

8.9 If the Participant ceases to be in Relevant Employment or a Plan Termination Notice is given, any Plan Dividend not used to acquire Dividend Shares shall be repaid to the Participant as soon as practicable.

8.10 The Holding Period shall be a period of three years commencing on the Acquisition Date. Rule 5.12 relating to a Participant's rights during the Holding Period that shall apply to an Award of Free Shares shall apply mutatis mutandis to any Award of Dividend Shares.

8.11 Where a Participant is charged to tax in the event of their Dividend Shares ceasing to be subject to the Plan, they shall be provided with the information specified in paragraph 80 (4) of the Schedule.

9. **Contributions To Be Made By Participating Companies**

9.1 Contributions to be made by the Company and each Participating Company to the Trustees to support any acquisition of Free Shares or Matching Shares by the Trustees for appropriation on any Award Date shall be paid prior to the relevant Award Date.

9.2 A Participating Company shall only contribute to the Trustees such sums as are required in connection with the acquisition of Shares by the Trustees for appropriation to Qualifying Employees who are for the time being employees of that Participating Company.

10. **Acquisition Of Free Shares and Matching Shares**

- 10.1 The Trustees, if so directed by the Board, shall acquire Shares for appropriation under the Plan as Free Shares or Matching Shares by purchase on the Stock Exchange or privately (provided that any private purchase made at a time when shares in the Company are listed is made at a price not materially more or less than their Market Value on the day on which they are acquired).
- 10.2 The Trustees, if so directed by the Board, shall subscribe for Shares or procure the transfer of Treasury Shares by the Company pursuant to section 162D(1)(b) of the Companies Act 1985 for appropriation under the Plan as Free Shares or Matching Shares
- 10.3 Shares that are issued shall not be subscribed for by the Trustees, at less than their nominal value at the date of subscription.

11. **Shares To Be Appropriated Or Acquired**

Shares subscribed for by the Trustees (whether or not appropriated or acquired on behalf of participants pursuant to the Plan) shall rank pari passu in all respects with the Shares then in issue except they will not rank for any rights attaching to Shares by reference to a record date preceding the date of issue.

- 11.2 If and so long as Shares are listed by the Financial Conduct Authority acting as the UK Listing Authority, the Company shall apply for a listing for any Shares issued pursuant to the Plan as soon as practicable after the allotment thereof.

12. **Company Reconstructions**

- 12.1 This Rule 12 applies if there occurs in relation to any of a Participant's Plan Shares (referred to in this Rule 12 as the "Original Holding");-

- (a) a transaction which results in a new holding (referred to in this Rule as "the New Holding") being equated with the Original Holding for the purposes of capital gains tax; or
- (b) a transaction which would have that result but for the fact that what would be the New Holding consists of or includes a Qualifying Corporate Bond.

- 12.2 If an issue of shares of any of the following description and in respect of which a charge to income tax arises is made as part of a company reconstruction, these shares shall be treated for the purposes of this Rule as not forming part of the New Holding:-

- (a) redeemable shares or securities issued as mentioned in section 1003 CTA;
- (b) share capital issued in circumstances such that section 1022 CTA applies; or
- (c) share capital to which section 1049 CTA applies.

- 12.3 Subject to the following provisions of this Rule, references in this Plan to a Participant's Plan Shares shall be respectively construed, after the time of the company reconstruction, as being or, as the case may be, as including references to any New Shares.

12.4 For the purposes of the Plan:-

(a) a company reconstruction shall be treated as not involving a disposal of Shares comprised in the Original Holding; and

(b) the date on which any New Shares are to be treated as having been appropriated to or acquired on behalf of the Participant shall be the date on which Corresponding Shares were so appropriated or acquired,

where "Corresponding Shares" in relation to any New Shares means the Shares in respect of which the New Shares are issued or which the New Shares otherwise represent and "New Shares" means shares comprised in the New Holding which were issued in respect of, or otherwise represent, shares comprised in the Original Holding.

12.5 In the context of a New Holding, any reference in this Rule 12 to shares includes securities and rights of any description which form part of the New Holding for the purposes of Chapter 2 of Part IV of the Taxation of Chargeable Gains Act 1992.

13. **Rights Issue**

13.1 Any shares or securities allotted under clause 15 of the Deed shall be treated as Plan Shares identical to the Shares in respect of which the rights were conferred and shall be treated as if they were awarded to or acquired on behalf of the Participant under the Plan in the same way and at the same time as those Shares.

13.2 Rule 13.1 does not apply:—

(a) to shares and securities allotted as the result of taking up a rights issue where the funds to exercise those rights were obtained otherwise than by virtue of the Trustees disposing of rights in accordance with this Rule 13; or

(b) where the rights to a share issue attributed to Plan Shares are different from the rights attributed to other ordinary shares of the Company.

14. **Cessation of Employment**

14.1 Subject to Rule 14.2, if a Qualifying Employee and/or Participant ceases to be in Relevant Employment-

(a) any Plan Shares held on his behalf shall be removed from the Plan; and

(b) subject to paragraph 97(2) of the Schedule, any Partnership Share Money that has been deducted in the Accumulation Period in which a Participant ceases to be so employed shall be paid over to such individual as soon as is practicable after the date of such cessation.

14.2 Free Shares and Matching Shares: Notwithstanding Rule 14.1 but without prejudice to Rule 14.4, if a Qualifying Employee and/or Participant ceases to be in Relevant Employment before the expiry of a three year period commencing on the Award Date, any Free Shares and Matching Shares held on behalf of such individual shall be forfeited, unless the relevant Partnership Share Agreement and/or Free Share Agreement determines otherwise. No

payment will be made to the Participant in respect of any Free Shares or Matching Shares forfeited.

14.3 Partnership Shares and Dividend Shares: Notwithstanding Rule 14.1 but without prejudice to Rule 14.4, if a Qualifying Employee and/or Participant ceases to be in Relevant Employment before the expiry of a three year period commencing on the Award Date, any Partnership Shares and Dividend Shares held on behalf of such individual shall be forfeited, unless the relevant Partnership Share Agreement and/or Dividend Share Agreement determines otherwise. The amount payable to the Participant in respect of:

(a) such Partnership Shares shall be the lesser of:

- (i) the amount of Partnership Share Money used to acquire such Partnership Shares; and
- (ii) the Market Value of the Partnership Shares at the time of cessation of Employment,

(b) such Dividend Shares shall be at least equal to:

- (iii) the amount of the cash dividends applied in acquiring such Dividend Shares on behalf of the Participant; or
- (iv) if lower, the Market Value of the Dividend Shares at the time of cessation of Employment.

14.4 No Free, Shares, Matching Shares, Partnership Shares and/or Dividend Shares shall be forfeited as a consequence of a Participant ceasing to be in Relevant Employment if such cessation is as a result of:-

(a) injury or disability;

(b) being dismissed by reason of "redundancy" (as such term is defined in the Employment Rights Act 1996);

(c) a transfer to which the Transfer of Undertakings Regulations (Protection of Employment) Regulations 2006 apply;

(d) a change of control or other circumstances ending the associated company status of the company by which the individual is employed;

(e) his retirement; or

(f) his death.

[NB: shares awarded on or after 6 April 2014 can now also be forfeited in these circumstances. However, most employers have not amended their plan rules to allow for forfeiture of shares in these "good leaver" circumstances – please confirm whether or not these good leaver provisions should be retained]

15. The Issue of Shares and Costs

- 15.1 Subject to Rule 15.2, in any ten year period, not more than 10 per cent of the issued ordinary share capital of the Company from time to time may be issued or issuable under the Plan and any other employee share scheme adopted by the Company. For the purposes of this Rule 15.1 there shall be ignored awards, options and other rights to subscribe for Shares which were granted prior to admission on the Alternative Investment Market of the London Stock Exchange or any awards, options and other rights that have lapsed, become void, been cancelled, or which otherwise become incapable of being released or exercised.
- 15.2 Treasury Shares shall be treated as Shares issued for the purposes of Rule 15.1.
- 15.3 The Company shall bear the costs of establishing and administering the Plan and shall maintain or cause to be maintained all necessary accounts and records relating to the Plan.

16. Employee Rights

- 16.1 Save as where required by law, no account shall be taken of actual or prospective grants of Awards or rights in prospect under them for the purposes of any redundancy payments or severance scheme operating within the Group or for the purpose of a Participant's rights under any pension scheme or arrangement.
- 16.2 Nothing in this Plan or in any document issued pursuant to the Plan shall confer upon any person any right to continue in the employ of the Company or any Associated Company or shall affect the right of any such company to terminate the employment of any person, or shall impose upon any such company, Trustee or their respective agents and employees any liability for the loss of any rights under the Plan which may result if that person's employment is so terminated. In no circumstances shall any Participant, by reason of ceasing to be employed by such company (whether such cessation is in accordance with the contract of employment of such Participant or otherwise), or any part of the Plan ceasing or failing to have a particular tax treatment or to be approved by HM Revenue & Customs or any other revenue authority, be entitled to any compensation for any loss of any actual or prospective right or benefit under the Plan which he might otherwise have enjoyed, whether such compensation is claimed by way of damages for wrongful or unfair dismissal or other breach of contract or by way of compensation for loss of office or otherwise.

17. Amendments

- 17.1 The Board shall have the power from time to time to make and amend such regulations for the implementation and administration of the Plan in a manner consistent with the Plan as it thinks fit and to make any amendments to these Rules provided that:-

(a) the provisions governing eligibility requirements, equity dilution, share utilisation, individual participation limits, the basis for determining a Participant's entitlement to Shares and the terms on which they can be acquired and the adjustments that may be made following a rights issue or any other variation of capital cannot be altered to the advantage of Participants without the prior approval of shareholders in general meeting (except for minor amendments to benefit the administration of the Plan, or amendments to take account of a change of legislation or to obtain or maintain favourable tax, exchange control

or regulatory treatment for Participants in the Plan or for the Company or any Associated Company);

(b) no alteration or addition may be made where the alteration or addition would cause the Plan to cease to be a share incentive plan capable of approval under the Schedule; and

(c) no alteration or addition may be made where the alteration or addition would offend the rule against perpetuities.

17.2 Any matters pertaining or pursuant to the Plan which are not dealt with by these Rules and any uncertainty or dispute as to the meaning of these Rules shall be determined or resolved by decision of the Board which shall be binding on every Participating Company and all Participants and/or Qualifying Employees.

18. **Transfer Of Legal Title**

18.1 The Trustees shall transfer the legal title to any Plan Shares into the name of the relevant Participant or to another person as soon as reasonably practicable after the Participant gives the Trustees any written direction to that effect in accordance with the Rules.

19. **Notices**

19.1 The Trustees shall not be bound to act upon any instructions given by or on behalf of a Participant or any person in whom the beneficial interest in his Plan Shares is for the time being vested pursuant to the Plan unless such instructions are received by the Trustees in writing signed by the relevant person.

19.2 Any notice which the Trustees are required or may desire to give to any Qualifying Employee or Participant pursuant to the Plan shall be in writing and sufficiently given if delivered to him personally or sent first class through the post pre-paid addressed to the Qualifying Employee or Participant at his address last known to the Trustees (including any address supplied by the relevant Participating Company or any Subsidiary as being his address) or if sent through the Company's internal postal service, and if so sent by post shall be deemed to have been duly given on the day following the date the notice is posted and if sent through the Company's internal postal service shall be deemed to have been duly given three working days after the date of posting. Any document so sent to a Participant shall be deemed to have been duly delivered notwithstanding that he be then deceased (and whether or not the Trustees have notice of his death) except where his personal representatives have established their title to the satisfaction of the Trustees and supplied to the Trustees an address to which documents are to be sent.

20. **Termination**

20.1 Subject to Rule 20.2, the Plan shall terminate on the earlier of the following dates:—

(a) the date on which a Plan Termination Notice is deemed to have effect; and

(b) 12 June 2034.

- 20.2 If the Company issues a Plan Termination Notice a copy of such notice must be given without delay to:-
- (a) the Trustees;
 - (b) each Participant; and
 - (c) each Qualifying Employee who has entered into a Partnership Share Agreement which was in force immediately before the Plan Termination Notice was issued.
- 20.3 Following termination of the Plan pursuant to this Rule 20;-
- (a) no further Awards may be made;
 - (b) the Trustees must remove all Plan Shares from the Plan as soon as practicable after the later of;-
 - (i) the end of the period of three months beginning with the date on which the Company complies with its obligations pursuant to Rule 20.2; and
 - (ii) the first date on which Plan Shares may be removed from the Plan without giving rise to a tax charge under Sections 501-507 ITEPA;
 - (c) save that the Trustees may remove a Participant's Plan Shares from the Plan at an earlier date with the Participant's consent; and
 - (d) the Trustees must pay to every Participant any money held on his behalf.

21. Miscellaneous

- 21.1 No Award shall be made which shall breach the provisions of the Model Code as contained in the Listing Rules of the Stock Exchange, the Market Abuse Regulation or any such other code relating to share dealings as may be relevant from time to time.
- 21.2 Subject to Rule 21.3, a Participant may not assign, charge or otherwise dispose of his beneficial interest in his Free Shares, Matching Shares or Dividend Shares during the respective Holding Period.
- 21.3 A Participant may assign, charge or otherwise dispose of his beneficial interest in his Free Shares, Matching Shares or Dividend Shares during the respective Holding Period in accordance with paragraph 37 of the Schedule.
- 21.4 A Participant may assign, charge or otherwise dispose of:-
- (a) any of his Partnership Shares at any time; and
 - (b) any of his Free Shares, Matching Shares or Dividend Shares on or after the expiry of the respective Holding Period.

22. Data Protection

22.1 The Company will collect, use, store, share and transfer Personal Data about the Participant (“Data”) as necessary to facilitate the administration of the Option. The Company may collect and receive Data about the Participant directly and/or from the Participant's employer which is a Group Company. Full details about what Data the Company collects, how the Company collects, uses, stores, shares, transfers and protects that Data and the lawful basis that the Company relies on to do so under Data Protection Law, are set out in the Company's privacy policy (“Privacy Policy”). The Privacy Policy is available from the Company by request to the Company Secretary.

22.2 The Participant confirms that he has read and understood the Privacy Policy and acknowledges that the Company may collect, use, store, share and transfer the Participant's Data in accordance with the Privacy Policy.

23. **Sub-Plans**

23.1 The Board shall have the power from time to time to adopt sub-plans to the Plan for employees outside the United Kingdom. The terms of these sub-plans shall be no more advantageous than the terms of the Plan but may differ from the terms of the Plan to take account of inter alia any securities, exchange control or taxation laws, regulations, practice or other laws of any territory. Any such sub-plan shall not form part of the Plan for the purposes of the Schedule. Any Shares made available under such sub-plans will be counted against the limits set out in Rule 15.1.

24. **Governing Law**

24.1 The Rules and the operation of the Plan shall be governed and construed in accordance with English Law.

Advanced Medical Solutions Group plc

2006 Employee Share Purchase Plan

Adopted by Shareholders:	<input type="checkbox"/>	2006
Adopted by Company;	<input type="checkbox"/>	2006
Amended by the Board:	<input type="checkbox"/>	2014
Amended by Shareholders:	<input type="checkbox"/>	2015
Amended by the Remuneration Committee	<input type="checkbox"/>	2019
Amended by Shareholders:	<input type="checkbox"/>	2024

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15. Definitions

1. Grant of Awards

1.1 The Committee may in its absolute discretion grant Awards to Eligible Employees at any time except during a Close Period or at any other time where restricted by the Market Abuse Regulation.

2. Types of Award

2.1 In accordance with Rule 3.2(c) the Committee may determine to grant the following types of Award;

(a) an Award of Bonus Matching Shares; and/or

(b) an Award of Executive Matching Shares.

3. Principal Terms of the Award

3.1 The Committee shall determine in respect of each grant of Awards:-

(a) the Date of Grant;

(b) those Eligible Employees who shall receive an Award;

(c) the type of Award granted to each Eligible Employee;

(d) the number of Shares subject to each Award granted;

(e) the Holding Period in respect of each Award;

(f) the Performance Requirements, if any, applicable to each Award; and

(g) any other terms and conditions applying to each Award.

3.2 Subject to Rule 11.2¹ and 11.4², if the Committee determines to grant an Award of Bonus Matching Shares it shall, in addition, determine the number of Bonus Matching Shares granted to each Eligible Employee for each corresponding Bonus Share awarded under the Approved Plan.

3.3 Subject to Rule 11.3³ and 11.4, if the Committee determines to grant an Award of Executive Matching Shares it shall in addition, determine the number of Executive Matching Shares granted to each Eligible Employee for each corresponding Executive Investment Share acquired.

3.4 The Committee shall issue an Award Certificate to each Participant setting out the Committee's determinations under Rule 3.2 and/or Rule 3.3 , as appropriate, in respect of that Participant's Award.

4 Rights of Participants During the Holding Period

4.1 A Participant shall have no voting rights or rights to receive dividends in respect of Shares subject to an Award during the applicable Holding Period.

5. **Release of Awards**

5.1 Subject to Rules 8.2⁴ and 5.2 Awards shall be Released:

(a) at the end of the Holding Period; and

(b) subject to the satisfaction of any Performance Requirements or other terms and conditions imposed pursuant to Rules 3.1(f) and 3.1(g) respectively

provided that the Release of the Awards shall not occur unless and until such a Release would be in compliance of the Market Abuse Regulation.

5.2 Awards may be released without satisfying the requirements of Rule 5.1 in accordance with Rule 9⁵ and Rule 10⁶.

¹ Maximum Bonus Matching Share ratio is 2:1

² Maximum individual annual matching share award value under this Plan and the Approved Plan is 50% of salary.

³ Maximum Executive Matching Share ratio is 3 for 1.

⁴ Taxation - Release of Shares may be prohibited if the Eligible Employee has not made a Tax Payment or agreed to sell sufficient Shares to meet this Tax Payment.

⁵ On cessation of employment

⁶ On Take-over, Reconstruction, Amalgamation and Winding up of the Company

6. Lapse of Awards

6.1 All subsisting Awards shall lapse on the earliest of the following events:—

- (a) the date on which the Award lapses pursuant to Rule 9⁷
- (b) when it has been determined by the Committee that the conditions of Rule 5.1 have not been satisfied;
- (c) the tenth anniversary of the Date of Grant; or
- (d) the date on which the Participant is adjudicated bankrupt.

7. Lapse of Awards of Matching Shares

7.1 If a Participant removes some or all of his Executive Investment Shares from the Plan, any Award of Executive Matching Shares that has not been Released at that date which relates to the same Annual Bonus Plan year(s) as the Executive Investment Shares removed, will be forfeited in accordance with Rule 7.2. below.

7.2 The proportion of the Award of Executive Matching Shares forfeited will be the same as the proportion of the Award of Executive Investment Shares removed from the Plan in accordance with Rule 7.1.

8. Taxation

8.1 The grant of an Award to an Eligible Employee under the Plan shall be conditional upon the agreement of that Eligible Employee to indemnify his employing Group Company for any Tax Payment, such agreement to be deemed by the acceptance by the Eligible Employee of the Award.

8.2 In a case where a Group Company by virtue of the Release of an Award shall be obliged to make a Tax Payment, the Release shall not take place, unless:-

- (a) the Group Company has received payment prior to the Release from the Participant of an amount not less than the Tax Payment; or
- (b) authority from the Participant to deduct the Tax Payment from his Emoluments; or
- (c) that Participant giving irrevocable instructions to the Company's brokers (or any person acceptable to the Company) for the sale of sufficient Shares on Release to realise an amount equal to the Tax Payment and authority to pay the proceeds of such sale to the employing Group Company.

- 8.3 The Participant shall pay all expenses and Taxes which arise or result from the Release of an Award, provided that the Company in its absolute discretion may meet any stamp duty or liability for any other Taxes or expenses arising which it deems appropriate.
- 8.4 The Committee may determine that any Award granted under the Plan shall be subject to additional and/or modified terms and conditions relating to the grant or Release of an Award as may be necessary to comply with or take account of any securities, exchange control or taxation laws, regulations, practice or other laws of any territory which may apply to the relevant Eligible Employee, Participant or Group Company.
- 8.5 In exercising its discretion under Rule 8.4 above the Committee may:-
- (a) require an Eligible Employee and/or a Participant to make such declarations or take such other action as may be required for the purpose of any securities, exchange control or taxation laws, regulations, practice or other laws of any territory which may be applicable to him at the Date of Grant or on Release; and
- (b) adopt any supplemental rules or procedures governing the grant or Release of an Award as may be required for the purpose of any securities, exchange control or taxation laws, regulations, practice or other laws of any territory which may be applicable to an Eligible Employee or Participant, provided that such rules or procedures may not be adopted to the extent that they require the approval of the Company in general meeting in accordance with Rule 12.2(a) of the Plan, unless such approval has been obtained previously.

9. **Cessation of Employment**

- 9.1 If a Participant ceases to be employed by a Group Company for any reason an Award that has not been Released shall lapse unless the Committee in its absolute discretion determines otherwise for reasons including, amongst others, injury, disability, ill health, retirement, redundancy and death. If the Committee, in accordance with its discretion under this Rule, determines that an Award shall be Released on cessation, the proportion of the Award which shall be Released shall be pro-rated dependent upon the amount of the relevant Holding Period completed on the date of cessation and, in addition, the proportionate satisfaction of the relevant Performance Requirements in relation to Awards of Executive Matching Shares.
- 9.2 It shall be a condition of participation in the Plan that a Participant shall not be entitled to any compensation in the event of cessation, lapse or alteration of any actual or prospective rights under the Plan or under any Award granted thereunder. No provisions of the Plan form part of any contract of employment between any Group Company and a Participant.
- 9.3 Nothing in the Plan or in any document issued pursuant thereto shall confer upon any person any right to continue in the employ of any Group Company or shall affect the right of any Group Company to terminate the employment of any person, or shall impose upon any Group Company or employees of such Group Company, the Committee or their respective servants or agents any liability for the loss of any rights under the Plan which may result if that person's employment is so terminated (whether such termination is in breach of the relevant terms and conditions of employment or otherwise). In no circumstances shall any

Participant, by reason of ceasing to be employed by any Group Company be entitled to any compensation for any loss of any actual or prospective right or benefit under the Plan which he might otherwise have enjoyed, whether such compensation is claimed by way of damages for wrongful or unfair dismissal or other breach of contract or by way of compensation for loss of office or otherwise.

9.4 For the purposes of Rule 9, no Participant shall be treated as ceasing to be employed by a Group Company until he ceases to hold an office or employment in any Group Company.

9.5 No benefit under the Plan shall be pensionable.

10. **Changes to the Company**

10.1 If any company or person acting alone or in concert with another or others obtains Control of the Company ("Control Change"), the Committee on becoming aware thereof shall notify each Participant.

10.2 If the Court sanctions a scheme of arrangement or compromise under Section 425 of the Companies Act 1985 which amounts to a Control Change, the Committee on becoming aware thereof shall notify each Participant.

10.3 If any company or person becomes bound or entitled to acquire Shares under Sections 428 to 430F of the Companies Act 1985, the Committee on becoming aware thereof shall notify each Participant.

10.4 On the occurrence of any of the events set out in Rule 10.1, Rule 10.2 and Rule 10.3 Awards shall be Released in accordance with Rule 10.5 and Rule 10.6 as applicable.

10.5 The Committee shall determine the proportion of Bonus Matching Shares subject to an Award which shall be Released and may in its discretion take into account the length of the relevant Holding Period completed on the date of the occurrence of any of the events set out in Rule 10.1, Rule 10.2 and Rule 10.3 in determining the number of Bonus Matching Shares Released.

10.6 The number of Executive Matching Shares subject to an Award which may be Released shall be dependent on the proportionate satisfaction of the relevant Performance Requirements on the date of occurrence of any of the events set out in Rule 10.1, Rule 10.2 and Rule 10.3 and in addition the Committee, may in its discretion take into account the length of the relevant Holding Period completed on such date in determining the number of Executive Matching Shares Released.

10.7 For the purposes of Rule 10.1, Rule 10.2 and Rule 10.10 a Control Change shall only occur where there is a Control Change of the ultimate Holding Company of the Company.

10.8 If a voluntary winding up of the Company is proposed or if an order is made for the compulsory winding up of the Company, the Committee, in its absolute discretion, shall notify each Participant. On the occurrence of such event all Awards shall be Released.

10.9 If, as a result of events specified in Rule 10.1 or Rule 10.2 above, a company has obtained Control of the Company or if a company has become bound or entitled as stated in Rule 10.3

above (such company referred to as the "Acquiring Company"), the Participant may, by agreement with the Acquiring Company, cancel each subsisting Award (the "Old Award") in exchange for a replacement award (the "New Award") provided that the New Award:—

(a) is over shares in the Acquiring Company or some other company which has Control of the Acquiring Company or is a member of a consortium owning either the Acquiring Company or having Control of the Acquiring Company;

(b) is a right over such number of shares as have an aggregate Market Value equal to those Shares subject to the Old Award at the date of exchange and is otherwise upon identical terms to the Old Award.

The New Award shall for all purposes of the Plan be treated as having been acquired on the same Date of Grant as the Old Award and thereafter references in these Rules to the Company, Shares and Awards, where appropriate, shall be construed as references to the Acquiring Company and its shares and New Awards.

- 10.10 In the event that the Company merges with another company, or any of the businesses of the Group are demerged (whether such merger or demerger is effected by way of sale, distribution or in any other manner) the Committee shall have the discretion whether or not to take any action pursuant to this Rule 10.10 and, if they decide to do so, shall notify each Participant whether any Award shall be Released and/or adjustments be made to the number of Shares comprised in an Award in such manner and with effect from such date as the Committee shall determine to be appropriate and the auditors of the Company confirm to be fair and reasonable provided that should the merger or demerger amount to a Control Change then the Committee shall apply the provisions of Rule 10.5 and Rule 10.6 as applicable with the necessary changes.
- 10.11 The Committee shall notify Participants as soon as reasonably practicable of any adjustments made pursuant to Rule 10.10 and may call in Award Certificates for endorsement or replacement.

11. **Limits & Restrictions**

- 11.1 An Award shall be personal to a Participant and neither the Award nor any rights under the Award may be transferred, assigned, pledged, charged or otherwise disposed of by a Participant to any other person (except in accordance with these Rules) and if a Participant shall do, suffer or permit any such act or thing whereby he would or might be deprived of the legal and/or beneficial ownership of an Award that Award shall lapse forthwith.
- 11.2 In respect of Awards which shall be satisfied by the subscription of Shares, the total number of Shares over which such Awards may be granted as determined on any Date of Grant, when added to the number of Shares issued or remaining issuable pursuant to rights to subscribe for Shares granted under the Plan and Any Other Share Plan during the preceding 10 years shall not exceed 10 % of the number of Shares in issue on the relevant Date of Grant. For the purposes of this Rule 11.2, there shall be ignored Awards to subscribe for Shares granted under the Plan or awards under Any Other Share Plan which have lapsed, become void, been cancelled or which otherwise become incapable of being Released.

- 11.3 The maximum number of Bonus Matching Shares granted to each Eligible Employee under Rule 3.2 shall not exceed two Bonus Matching Shares for each Bonus Share awarded under the Approved Plan.
- 11.4 The maximum number of Executive Matching Shares granted to each Eligible Employee under Rule 3.3 shall not exceed three Matching Shares for each Executive Investment Share acquired.
- 11.5 The maximum Market Value of Shares which may be granted as an Award(s) to an Eligible Employee under the Plan in any financial year when combined with the Market Value of any Matching Shares awarded under the Approved Plan shall not exceed 50% of such Eligible Employee's base salary.
- 11.6 If the Company chooses to satisfy Awards by the transfer of Treasury Shares pursuant to Rule 13.4 those Treasury Shares shall be treated as Shares issued for the purposes of Rule 11.2.
- 11.7 No Awards shall be granted later than 12 June 2034.
- 11.8 Subject to Rule 11.7, the Plan shall terminate on the earlier of the following dates:
- (a) any date determined by the Committee to be the date of termination of the Plan; and
 - (b) 12 June 2034.
- 11.9 Following termination of the Plan pursuant to this Rule no further Awards shall be granted, but the subsisting rights and obligations of Participants at that time shall continue in force as if the Plan had not been terminated.
- 11.10 No Awards shall be granted to an Eligible Employee within six months of that Eligible Employee's retirement.

12. **Adjustments & Amendments**

- 12.1 if a variation of the issued share capital of the Company by way of a capitalisation or rights issue, sub-division, consolidation, reduction or otherwise shall take place then the number of Shares subject to an Award shall be adjusted in such manner and with effect from such date as the Committee may determine to be appropriate and as advisors of the Company shall have confirmed in writing to be, in their opinion, fair and reasonable.
- 12.2 The Committee shall have the power from time to time to make and amend such regulations for the implementation and administration of the Plan in a manner consistent with the Plan as it thinks fit and to make any amendments to these Rules provided that;-
- (a) the provisions governing eligibility requirements, equity dilution, share utilisation and individual participation limits and the adjustments that may be made following a rights issue or any other variation of capital cannot be altered to the advantage of Participants without the prior approval of shareholders in general meeting (except for minor amendments to benefit the administration of the Plan, to take account of a change of legislation or to obtain

or maintain favourable Tax, exchange control or regulatory treatment for Participants in the Plan or for any Group Company); and

(b) subject to Rules 8.4 and Rule 8.5 no alteration shall be made which would materially affect any subsisting rights of Participants granted prior to the date of the alteration without the prior consent or sanction of the majority of that number of Participants who responded to the notification by the Company of such proposed alteration.

12.3 Any matters pertaining or pursuant to the Plan which are not dealt with by these Rules and any uncertainty or dispute as to the meaning of these Rules shall be determined or resolved by decision of the Committee which shall be binding on the Company and all Participants.

12.4 In the application of Rule 3.1(f), if events subsequently occur which cause the Committee to consider that the existing Performance Requirements have become unfair or impractical it may, in its discretion (provided such discretion is exercised fairly and reasonably) amend the relevant Performance Requirements so that in the reasonable opinion of the Committee they shall be no more or less difficult to abide by or satisfy as when they were originally imposed or last amended.

13. **Shares**

13.1 Subject to Rule 13.2 below, any Shares to be issued pursuant to the Release of an Award shall be allotted and issued, and any Shares to be transferred shall be transferred to the relevant Participant or a nominee nominated by a Participant not later than 30 days after the date of Release of the Award. Such Shares shall rank *pari passu* in all respects with other Shares of the same class save that the Participant shall have no entitlement in relation to rights attaching to the Shares until the date of such allotment or transfer. Shares to be allotted shall not rank for any dividend or other distribution to be paid by reference to a record date before the date of allotment.

13.2 Any allotment and issue or transfer of Shares pursuant to this Plan shall be subject to such consents (if any) of HM Treasury and/or other authorities as may from time to time be required.

13.3 The Company shall apply to the relevant Exchange on which the Shares are listed for Shares issued pursuant to the Release of Awards to be admitted to the Official List or equivalent on or as soon as practicable after allotment.

13.4 Awards may be satisfied by the subscription of Shares and/or the transfer of Shares held and/or the transfer of Treasury Shares by the Company pursuant to section 162D(1)(b) of the Companies Act 1985 or any combination thereof. The Committee may determine which method or combination thereof shall be used to satisfy the Release of an Award.

13.5 The Trustees may determine in their discretion to undertake the responsibility of satisfying Awards on behalf of the Company.

13.6 Shares that are issued may not be subscribed for at less than their nominal value.

13.7 The Company shall:—

(a) when necessary keep available for issue sufficient authorised and unissued Shares to satisfy all rights to subscribe for Shares from time to time subsisting under Awards granted pursuant to the Plan, taking account of any other obligations of the Company to allot and issue Shares; and/or

(b) ensure when necessary that it is in a position to satisfy or procure the satisfaction of all rights to acquire Shares from time to time subsisting under the Plan, taking account of other obligations of the Company in relation to the provision of Shares.

14. Administration

14.1 Notices or documents under the Plan required to be given by the Company to an Eligible Employee or a Participant shall be properly given if delivered to him at his normal place of work or sent to him by first class post at his last known address and any notice or document required to be given to the Company shall be properly given if delivered or sent by first class post to the registered office of the Company from time to time addressed to the Company Secretary.

14.2 Participation in the Plan shall not entitle a Participant to receive copies of any notice or other document sent by the Company to its shareholders prior to the Release of the Award.

14.3 The Company shall bear the costs of establishing and administering the Plan.

14.4 The Company shall maintain or cause to be maintained all necessary accounts and records relating to the Plan.

14.5 A Participant may at any time prior to the Release of an Award renounce the Award (in whole, or in part) by serving notice in writing on the Company of such intention. The renunciation shall be effective from the date of receipt of such notice by the Company.

14.6 The Company will collect, use, store, share and transfer Personal Data about the Participant ("Data") as necessary to facilitate the administration of the Option. The Company may collect and receive Data about the Participant directly and/or from the Participant's employer which is a Group Company. Full details about what Data the Company collects, how the Company collects, uses, stores, shares, transfers and protects that Data and the lawful basis that the Company relies on to do so under Data Protection Law, are set out in the Company's privacy policy ("Privacy Policy"). The Privacy Policy is available from the Company by request to the Company Secretary.

14.7 The Participant confirms that he has read and understood the Privacy Policy and acknowledges that the Company may collect, use, store, share and transfer the Participant's Data in accordance with the Privacy Policy.

14.8 The Rules and the operation of the Plan shall be governed and construed in accordance with English Law.

15. Definitions

"Act" the Income and Corporation Taxes Act 1988.

“Adoption date”	the date on which the Plan was approved by resolution of the Directors.
“Any Other Share Plan”	any "employees' share scheme" (as such term is defined in section 743 of the Companies Act 1985) (other than this Plan) which provides for the subscription of Shares by or on behalf of employees of the Company, or any associated company (within the meaning of Section 416 of the Act).
“Approved Plan”	Advanced Medical Solutions Group plc 2006 Share Incentive Plan
“Award”	Bonus Matching Shares and/or Executive Matching Shares in the form of a conditional award of shares
“Award certificate”	A document evidencing an Award issued by the Company in such form as the Committee may from time to time prescribe.
“Bonus Matching Shares”	Shares awarded to an Eligible Employee pursuant to Rule 2.1 and Rules 3.2
“Bonus Shares”	Free Shares awarded under the Approved Plan and defined in the Approved Plan as “bonus shares”
“Close Period”	such time as Eligible Employees of the Company are prohibited from dealing in Shares, for whatever reason, in accordance with the Model Code contained in the Appendix to chapter 16 of the Listing Rules of the London Stock Exchange (as replaced, amended or re-enacted from time to time) and/or such code as the Company may have established from time to time or such other statutory, regulatory or other prohibition from dealing in Shares or rights over Shares
“Committee”	The committee of the Directors appointed to administer the Plan.
“Company”	Advanced Medical Solutions Group plc.
“Control”	control within the meaning of Section 840 of the Act (and “Controlled) shall be construed accordingly).
“Data Protection Law”	(a) EU Regulation 2016/679 (“GDPR”); and (b) any laws or regulations ratifying, implementing, adopting, supplementing or replacing the GDPR including the Data Protection Act 2018; in each case, to the extent in force, and as such are updated, amended or replaced from time to time.
“Date”	the date on which an Award is granted under Rule 1.
“Directors”	the board of directors from time to time of the Company.

“Eligible Employee”	any employee of a Group Company with a minimum period of continuous service with a Group Company, such minimum period to be determined by the Committee in its absolute discretion, or a trustee acting on behalf of such employee.
“Emoluments”	bonus and/or salary provided to an Eligible Employee after the deduction of relevant tax.
“Exchange”	the Alternative investment Market or any other recognised exchange on which the Company's Shares are listed from time to time.
“Executive Investment Shares”	Shares acquired by an Eligible Employee with his Emoluments
“Executive Matching Shares”	Shares awarded to an Eligible Employee pursuant to Rule 2.1 and Rules 3.3
“Group”	the Company, any "Subsidiary" of the Company, any "Holding Company" of the Company and any Subsidiary of any such Holding Company (as such terms are defined in section 736 of the Companies Act 1985) and the term "Group Company" shall be construed accordingly.
“Holding Period”	the period set by the Committee in accordance with Rule 3.1(e) during which an Eligible Employee must remain employed by a Group Company, which shall normally be no less than three years from the Date of Grant of an Award.
“Market Abuse Regulation”	Regulation (EU) No 596/2014 of the European Parliament and of the Council of 16 April 2014 on market abuse, and any accompanying implementation measures and guidance, as it is in force from time to time “Market Value” on any dealing day means an amount equal to the closing price quoted for a Share on the Exchange.
“Participant”	an Eligible Employee who has been granted and still has a subsisting Award. Reference to a Participant shall include, where the context so admits or requires, his personal representatives.
“Plan”	the Advanced Medical Solutions Group plc 2006 Employee Share Purchase Plan as established by the Rules
“Performance Requirements”	such performance requirements or conditions (if any) as the Committee shall determine which must normally be satisfied before an Award may be Released
“Personal Data”	as defined in Data Protection Law.

“Rules”	these rules and the Schedules as amended from time to time in accordance with the amendment provisions of these rules.
“Released”	when the beneficial ownership of the Shares subject to an Award transfers to the Participant.
“Schedule”	any schedule to the Rules
"Shares"	ordinary shares in the capital of the Company.
"Tax"	includes any present or future tax, levy, impost, duty, charge, fee, deduction or withholding of any nature, made by any competent authority and interest or penalties in respect thereof.
“Tax Payment”	Tax payable in respect of the grant of an Award and/or the Release of an Award pursuant to the Income Tax (Employments) (Notional Payments) Amendment Regulations 1996 or otherwise and including employee's National Insurance contributions payable in respect of such grant or Release.
“Trust”	[] General Employee Benefit Trust and "Trustees" shall be construed accordingly.

- 15.2 Where the context so admits or requires words importing the singular shall include the plural and vice versa and words importing the masculine shall include the feminine and neuter.
- 15.3 Any reference to a statute or a statutory provision shall be construed as if it referred also to that statute or provision as the same may from time to time be consolidated, replaced, amended or re-enacted and to any related statutory instrument or other subordinate legislation in force from time to time.
- 15.4 Wherever the Rules refer to the Committee having the ability to determine, decide or change matters howsoever this shall mean that the Committee shall be entitled to do so in its absolute and unfettered discretion and no person shall have any right to challenge, dispute or appeal whatsoever against the Committee's determination, decision or change howsoever made.
- 15.5 Headings, notes and footnotes to these Rules are included for convenience only and shall not affect the interpretation or construction of these Rules.
- 15.6 Reference to a “company” shall be construed so as to include any company, corporation or other body corporate, wherever and however incorporated or established.
- 15.7 References to a “person” shall be construed so as to include any individual, firm, company, government, state or agency of a state, local or municipal authority or government body or any joint venture, association or partnership (whether or not having a separate legal personality).