



**RULES OF THE EXECUTIVE DIRECTORS PERFORMANCE STOCK UNIT PLAN 2019**

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## **1. DEFINITIONS AND INTERPRETATION**

### **1.1 Definitions**

The words and expressions used in the Rules which have initial capital letters have the meanings set out in Appendix 1.

### **1.2 Interpretation**

The headings in the Rules are for convenience and should be ignored when construing the Rules. Unless the context otherwise requires, words in the singular include the plural and vice versa and words implying either gender include both genders.

Reference in the Rules to any statutory provisions are to those provisions as amended or re-enacted from time to time, and include any regulations or other subordinate legislation made under them.

## **2. PURPOSE OF PLAN**

The purposes of this Plan are: (i) to attract and retain the best available personnel to serve as Executive Directors of the Company; (ii) to provide additional incentive to the Executive Directors; (iii) to promote the success of the Company's business; and (iv) to align the economic interests of Executive Directors directly with those of shareholders.

## **3. GRANT OF AWARDS**

### **3.1 Operation of the Plan**

The Administrator may, from time to time, set the policies for the Company's operation and administration of the Plan within the terms of the Rules. The policies may include the determination of:

- (a) the Executive Directors who may be granted Awards;
- (b) the Market Value of Shares which may be put under an Executive Director's Award;
- (c) what performance condition(s) (if any) will apply to the vesting of an Award and how the performance condition(s) will be measured;
- (d) how Awards are granted; and
- (e) the terms and conditions of any Award Agreement, not inconsistent with this Plan.

### **3.2 Executive Directors**

An Executive Director may be recommended from time to time for the grant of an Award. The grant of an Award to an Executive Director on a particular basis does not create the right or expectation of the grant of an Award on the same basis, or at all, in the future to such Executive Director or any other person.

### **3.3 How Awards are granted**

The Board may, at its sole discretion, grant an Award over a whole number of Shares to any Executive Director in accordance with the Rules.

Each Award will be granted so that it constitutes a binding agreement between the Company and the Participant. There will be no payment for the grant of an Award.

### **3.4 Number of Shares under the Award**

The initial number of Shares comprising an Award in any year is equal to a certain percentage, as determined by the Board, of the total gross annual base fee and/or salary under any services agreement or employment agreement between any Group Company and the Executive Director at the Date of Grant, divided by the Market Value of a Share at the Date of Grant, unless decided otherwise by the Board at its sole discretion.

### **3.5 When Awards can be granted**

- (a) Awards may usually only be granted on 7 February of each year, or, if this is not a Dealing Day on the first Dealing Day following 7 February, though Awards may also be granted at other times if the Administrator resolves that exceptional circumstances exist which justify the grant of Awards at that time.
- (b) No Award can be granted after the Plan Period.
- (c) No Award may be granted at a time during which dealing in Shares is not permitted by any order, regulation or the Market Abuse Regulation or the Insider Trading Code.

### **3.6 Conditions (including performance conditions)**

The vesting of an Award will be subject to a performance condition selected by the Administrator or any other condition which, in either case, will normally have to be met before the Award can vest. The Administrator will have discretion to decide whether and to what extent the performance condition or any other condition to which an Award is subject has been met. Any performance or other condition:

- (a) must be stated in writing at the Date of Grant; and
- (b) may be amended only if the Administrator considers that circumstances are such that it is appropriate the performance or other condition be amended, and the amended performance or other condition would be no more difficult to satisfy.
- (c) the Board will have discretion to determine that Awards will vest to a greater extent if the Board concludes that the outcome would otherwise be contrary to the interests of the Company, insofar it does not exceed the maximum vesting percentage as set out in the Award Agreement.

### **3.7 Holding Period**

- (a) Following the vesting of an Award the Shares subject to the Award may be subject to such Holding Period as the Administrator may determine at the time of grant. The requirement to hold Shares may be gross or net of any tax liability as the Administrator may determine at its sole discretion. Accordingly, the Administrator may decide that the options under Rule 10.6 apply.
- (b) During a Holding Period, the Shares will be held:
  - (i) by a nominee (as chosen from time to time by the Administrator) for the Participant;
  - or

- (ii) in such other manner as the Administrator may determine to enable it to monitor ownership of the Shares.
- (c) The Award Agreement can provide for circumstances where the Holding Period will be waived at the sole discretion of the Administrator.

### **3.8 Approvals and consents**

The grant of an Award will be subject to obtaining any approval or consent required under any applicable regulations or enactments.

### **3.9 Award Agreement**

Each grant of an Award will be evidenced by an Award Agreement specifying:

- (a) the Date of Grant;
- (b) the number of Shares under the Award;
- (c) the performance condition and any other condition to which the Award is subject;
- (d) the Normal Vesting Date of the Award;
- (e) any Holding Period that will apply;
- (f) whether the Executive Director has the option of Sell-to-Cover;
- (g) whether the Executive Director will be entitled to Dividend Equivalents;
- (h) any Clawback Period that will apply; and
- (i) such other terms and conditions as determined by the Administrator, in its sole discretion.

The Award Agreement will be provided to the Executive Director as soon as reasonably practicable following the Date of Grant.

### **3.10 Awards personal to Participants and not pensionable**

An Award may not, nor may any rights in respect of it, be made subject to a security interest, be pledged, hypothecated, transferred, assigned, charged, sold or otherwise disposed of to any person except that, on the death of a Participant, an Award may be transmitted to the Participant's heirs.

No pension benefits will accrue on the value of Awards.

### **3.11 No acceptance of Awards**

Any Award will lapse in full if an Executive Director has not signed the Award Agreement within 20 days after the Date of Grant. An Executive Director will in such case not be entitled to any compensation. To the extent that an Award is not accepted, it will be treated for all purposes as never having been granted.

## **4. VESTING OF AWARDS**

### **4.1 General rule for vesting**

Subject to Rule 4.10 and except as otherwise provided in this Rule 4 and in Rule 5, an Award will vest on its Normal Vesting Date provided that the Participant is then an Executive Director.

### **4.2 Vesting in a Closed Period**

An Award will not vest on a day which is in a Closed Period. If an Award would, but for this Rule 4.2, have vested on a day which is in a Closed Period, the day on which the Award vests will be the first Dealing Day following the end of the Closed Period.

### **4.3 Vesting following ceasing to be an Executive Director (Good Leaver)**

Subject to Rules 4.10, 4.11 and 5, if a Participant ceases to be an Executive Director before the Normal Vesting Date due to:

- (a) injury, ill-health, disability (each as evidenced to the satisfaction of the Administrator), or Redundancy or Retirement; or
- (b) any other reason (except for dishonesty, fraud, serious misconduct, serious breach of the services agreement and/or employment agreement, or circumstances that would justify summary dismissal or termination for urgent or immediate cause) the Administrator determines appropriate in a particular case,

the Participant's Award(s) will vest on the Normal Vesting Date or, if so decided by the Board at its sole discretion, the date the Participant ceases to be an Executive Director.

### **4.4 Vesting following cessation of the Executive Director position in other circumstances**

If a Participant ceases to be an Executive Director before the Normal Vesting Date(s) in any circumstances other than those referred to in Rules 4.3 or 4.6, the Participant's Award will lapse immediately on the date the Participant ceases to be an Executive Director.

### **4.5 Disciplinary procedures**

Unless the Administrator determines otherwise, a Participant's Award will not vest under this Rule 4 if, at the time it would otherwise have vested, the Participant has been suspended from his position as an Executive Director pending an investigation under the disciplinary procedures applicable to the Participant. The Award may vest, subject to the Rules, following the resolution and dependent on the outcome of the disciplinary procedures.

### **4.6 Death**

Subject to Rules 4.10 and 4.11, an Award held by a Participant who dies before the Normal Vesting Date will vest on the date of death and will be delivered to the Participant's heirs as soon as practicable. The value of the Award may, at the sole discretion of the Administrator, be delivered in cash in accordance with Rule 6.2.

### **4.7 Change in Control**

Subject to Rules 4.10 and 4.11 and provided the Award is not to be exchanged under Rule 4.8, an Award will vest on the date any person other than a Group Company (i) obtains Control of the

Company; or (ii) acquires the majority of the assets of the Group Companies. The Board may decide at its sole discretion that vesting occurs immediately prior to such date. For the purposes of this Rule 4.7, a person shall be deemed to have obtained Control of the Company if he and others acting in concert with him have together obtained Control of it. If, for the purpose of this Rule 4.7, there is any doubt on what qualifies as the majority of the assets of the Group Companies, this shall be determined conclusively by the Board. The value of the Award may, at the sole discretion of the Board, be delivered in cash in accordance with Rule 6.2.

#### **4.8 Assumption of Awards Successor Company**

If a company (the **Successor Company**) has obtained Control of the Company, and either (i) the shareholders of the Successor Company immediately after it has obtained Control are substantially the same as the shareholders of the Company immediately before that event; or (ii) the Board (as constituted before the relevant event) decides and the Successor Company consents to the exchange of Awards under this Rule, Awards will not vest pursuant to Rule 4.7 but will be exchanged for equivalent awards (as determined by the Board as constituted before the relevant event) in respect of shares in the Successor Company or another company within the Successor Company's group which awards may be settled in such shares or in cash.

#### **4.9 Winding up**

Subject to Rules 4.10, 4.11 and 5, an Award will, unless decided otherwise by the Board, vest:

- (a) immediately before the passing of a resolution for the voluntary winding-up of the Company; or
- (b) on the date the court makes an order for the winding-up of the Company.

This Rule 4.9 does not apply where the winding-up in either case is for the purpose of a reconstruction, merger or amalgamation. The value of the Award may, at the sole discretion of the Board, be delivered in cash in accordance with Rule 6.2.

#### **4.10 Performance conditions**

An Award will only vest under Rules 4.1, 4.3, 4.6, 4.7 or 4.9 if, and to the extent that, any conditions imposed under Rule 3.6 have been satisfied at the date of the relevant event, or any earlier date determined by the Administrator. Where the Administrator is required to determine the extent of vesting of an Award following the occurrence of an event under which the Award vests before its Normal Vesting Date, the Administrator will be as constituted before the occurrence of the relevant event.

#### **4.11 Pro rata reduction**

The number of Shares in respect of which an Award will vest pursuant to Rules 4.3, 4.6, 4.7 and 4.9 will be reduced on a pro rata basis to take account the number of full calendar months that have elapsed between the Date of Grant and the date of the relevant event as a proportion of the period between the Date of Grant and the Normal Vesting Date, unless decided otherwise or waived by the Board at its sole discretion.

#### **4.12 Dividend equivalent payment**

A Participant may following vesting, at the sole discretion of the Administrator, receive cash or further Shares equal in value, so far as possible, to any dividends paid or payable on the Shares in relation to which an Award vests, by reference to record dates from the Date of Grant until the date

of vesting (**Dividend Equivalents**). Any payment due under this Rule 4.12 will be made net of any income tax and/or social security contributions due in respect of it. Any payment of cash or delivery of Shares to the Participant under this Rule will occur as soon as reasonably practicable following the date of vesting of the Award but for US taxpayers in any event within 45 days following the date of vesting of the Award.

#### **4.13 Reduction of number of Shares subject to an Award - Malus**

- (a) The Administrator may, subsequent to the grant of an Award but prior to the vesting of the Award, in its absolute discretion determine that a reduction in the number of Shares subject to the Award is justified or that it is justified that an Award will vest to a lesser extent despite the performance condition having been satisfied in whole or part. In such circumstances, the Administrator may reduce (including to zero) the number of Shares subject to the Award to take account of the relevant circumstances. If the Administrator exercises its discretion under this Rule 4.13, it will confirm this in writing to the affected Participant.
- (b) The circumstances in which the Administrator may make such a determination include but are not limited to:
  - (i) the Company materially misstated its financial results for any reason and that misstatement would result or resulted either directly or indirectly in an Award being granted or vesting to a greater extent than would have been the case had that misstatement not been made;
  - (ii) the extent to which any performance target and/or any other condition was satisfied was based on an error, or on inaccurate or misleading information or assumptions which resulted either directly or indirectly in an Award being granted or vesting to a greater extent than would have been the case had that error not been made;
  - (iii) serious misconduct by the Participant or serious breach of the Participant's services agreement and/or employment agreement during the vesting period of an Award;
  - (iv) circumstances arose (or continued to exist or arise) during the vesting period of an Award which would have warranted the summary dismissal of the Participant or dismissal for immediate or urgent cause; or
  - (v) such other circumstances in which the Company is required or allowed to operate malus under Article 2:135 of the Dutch Civil Code.
- (c) For the avoidance of doubt if the Administrator exercises this discretion, the Award will be deemed to have been granted over the lower number of Shares and the vesting of the Award in accordance with the Rules will be by reference to this reduced number of Shares.

#### **4.14 Clawback**

- (a) At any time within the Clawback Period, in circumstances where the Administrator determines such action is justified, the Administrator may require a Participant to repay, in such manner as it may determine, such number of Shares (or cash amount) received in respect of the Award (or such cash amount representing the value of the Shares) as the Administrator considers appropriate.
- (b) The circumstances in which the Administrator may make such a determination include but are not limited to:

- (i) the Company materially misstated its financial results for any reason and that misstatement would result or resulted either directly or indirectly in an Award being granted or vesting to a greater extent than would have been the case had that misstatement not been made;
- (ii) the extent to which any performance target and/or any other condition was satisfied was based on an error, or on inaccurate or misleading information or assumptions which resulted either directly or indirectly in an Award being granted or vesting to a greater extent than would have been the case had that error not been made;
- (iii) serious misconduct by the Participant or serious breach of the Participant's services agreement and/or employment agreement during the vesting period of an Award or during the Clawback Period;
- (iv) circumstances arose (or continued to exist or arise) during the vesting period of an Award or during the Clawback Period which would have warranted the summary dismissal of the Participant or dismissal for immediate or urgent cause; or
- (v) such other circumstances in which the Company is required or allowed to operate malus under Article 2:135 of the Dutch Civil Code.

## **5. LAPSE OF AWARDS**

### **5.1 Lapse of Awards**

An Award will lapse on the earliest of:

- (a) the date on which a Participant ceases to be an Executive Director before the Normal Vesting Date in any circumstances other than those referred to in Rule 4.3 or Rule 4.6;
- (b) the Participant being deprived of the legal or beneficial ownership of the Award by operation of law, or doing or omitting to do anything which causes the Participant to be so deprived or being declared bankrupt;
- (c) the Participant attempting to breach Rule 3.10; and
- (d) as soon as any condition imposed under Rule 3 can, in the opinion of the Administrator, no longer be met.

### **5.2 Lapse where no or partial vesting**

Where, as a result of the application of Rules 4.4 or 4.11, an Award has not vested or has only vested in part, the part of the Award that has not vested will lapse immediately.

## **6. VESTING OF AWARDS AND ISSUE OR TRANSFER OF SHARES**

### **6.1 Consequences of vesting of Awards**

- (a) The Shares subject to an Award in respect of which it has vested will, subject to the other provisions of this Rule 6 and Rule 10.6, be delivered to the Participant as soon as reasonably practicable following the date of vesting of the Award but for US taxpayers in any event within 45 days following the date of vesting of the Award.

- (b) Where a Holding Period applies, the Shares will be delivered to a nominee for the Participant, or into such other arrangement, as the Administrator may direct in accordance with Rule 3.7.

#### **6.2 Satisfaction of Awards in cash**

Subject to Rules 4.7, 4.9 and 10.6, the Board may, at its sole discretion, in lieu of the Participant's right to receive Shares pursuant to Rule 6.1, following the vesting of an Award, make a cash payment equal to the (i) closing sales price of the Shares as quoted on Euronext Amsterdam at the date of vesting or (ii), at the sole discretion of the Board, the value offered by a Successor Company for the Shares within the context of a public transaction leading to the Change of Control in respect of which the Award had vested if the Board deems cash settlement to be in the Company's shareholders' interests.

#### **6.3 Consents**

The delivery of any Shares or cash under the Plan will be subject to obtaining any necessary approval or consent required under any applicable regulations or enactment.

#### **6.4 Ranking of Shares**

Shares acquired by a Participant under the Plan will rank equally in all respects with the Shares then in issue, except that they will not be entitled to any rights attaching to Shares by reference to a record date falling before the day on which the Participant is entered on the Company's register of shareholders in respect of those Shares.

#### **6.5 Listing**

While the Shares are Listed, the Company will apply for the Listing of any Shares issued pursuant to the Plan as soon as practicable after their allotment.

### **7. ADJUSTMENT OF AWARDS**

#### **7.1 Variation in equity share capital**

If there is a Variation, or any other corporate event which in the reasonable opinion of the Board justifies an adjustment, the number and/or type of Shares over which an Award is granted and/or the Award may be adjusted in the manner the Board determines at its sole discretion, taking into account the underlying economic value of the Award.

#### **7.2 Notifying Participants**

The Company will take any steps it considers necessary to notify Participants of any adjustments made under this Rule 7 and may call in, cancel, endorse, issue or re-issue any Award Agreement as a result of that adjustment.

### **8. ADMINISTRATION**

#### **8.1 Administration of the Plan**

The Plan will be administered by the Administrator. The Administrator has full authority, consistent with the Rules, to administer the Plan, including authority to interpret and construe any provision of the Plan and to adopt any regulations for administering the Plan and any documents it thinks

necessary or appropriate. The Administrator's decision on any matter concerning the Plan will be final and binding.

#### **8.2 Delegation of Authority for Day-to-Day Administration**

Except to the extent prohibited by applicable laws, the Board may delegate to one or more individuals the day-to-day administration of the Plan and any of the functions assigned to it in this Plan. Such delegation may be revoked at any time.

#### **8.3 Service Provider**

The Administrator can select a third party service provider (the **Service Provider**) who provides an online-platform and other services for Participants through which certain actions and transactions of Participants under this Plan will be dealt with and who may act as an intermediary between the Administrator and the Company and the Participant. The Participants accept the terms and conditions of the use of the online-platform and the other services provided by any Service Provider.

#### **8.4 Costs**

Without prejudice to Rule 10.6, the Company will bear the costs of introducing and operating the Plan (including, but not limited to, stamp duty, stamp duty reserve tax and any other costs relating to the issue or transfer of Shares on the vesting of Awards). The Company may require any Group Company to enter into an agreement which obliges that company to reimburse the Company for any costs borne by the Company, directly or indirectly, in respect of the Group Company's officers or employees.

#### **8.5 Shares to cover Awards**

The Company will ensure that sufficient Shares are available to satisfy all outstanding Awards.

#### **8.6 Notices**

Any notice or other communication in connection with the Plan will be in writing and may be given:

- (a) by personal delivery; or
- (b) by sending it by post:
  - (i) in the case of a company, to its registered office or other address that it notifies in writing; and
  - (ii) in the case of an individual, to the individual's last known address or, where the individual is a director or employee of a Group Company, either to the individual's last known address or to the address of the place of business at which the individual performs the whole or substantially the whole of the duties of the individual's office or employment; or
- (c) by sending it by email or any form of electronic transfer acceptable to the Administrator:
  - (i) in the case of a company, to the email address or other address that the company notifies; and

- (ii) in the case of an individual, to the individual's last known email address or, where the individual is a director or employee of a Group Company, to the individual's email address.

## **8.7 Time of service of notice**

Any notice under Rule 8.6 will be given:

- (a) if delivered, at the time of delivery;
- (b) if posted, at 10.00am on the second business day after it was put into the post; or
- (c) if sent by email or any other form of electronic transfer, at the time of despatch.

In proving service of notice, it will be sufficient to prove that delivery was made or that the envelope containing it was properly addressed, prepaid and posted or that the email or other form of electronic transfer was properly addressed and despatched, as appropriate.

## **8.8 Documents sent to shareholders**

Prior to vesting, Participants may, but are not entitled to, receive copies of any notice or document sent by the Company to the holders of Shares.

# **9. AMENDMENT**

## **9.1 Board's power to amend the Plan**

Subject to the provisions of this Rule 9, the Board can at any time amend any of the provisions of the Plan in any respect.

## **9.2 Shareholder approval**

Any material amendment of the provisions of the Plan requires prior approval by the general meeting of shareholders of the Company.

## **9.3 Permitted amendments**

Rules 9.2 and 9.4 will not apply to any amendment which is:

- (a) minor and to benefit the administration of the Plan;
- (b) to take account of any changes in legislation; or
- (c) to obtain or maintain favourable tax, exchange control or regulatory treatment for the Company, any Group Company or any present or future Participant.

## **9.4 Effect of amendments and termination**

Subject to the provisions of this Rule 9, no amendment, alteration, suspension or termination of the Plan shall impair the rights of any Participant, unless mutually agreed otherwise in writing between the Participant and the Administrator.

## **9.5 Overseas Executive Directors**

The Board may adopt additional schedules to the Plan applicable in any jurisdiction, under which Awards may be subject to additional and/or modified terms and conditions, having regard to any securities, exchange control or taxation laws, regulations or practice which may apply to the Participant, the Company or any Group Company. Any additional section and all Awards granted under that section will be governed by and construed in accordance with the laws of the Netherlands.

## **9.6 Notice of amendments**

Participants will be given written notice of any material amendments to the Plan made under Rule 9 which affect them as soon as reasonably practicable after they have been made.

# **10. GENERAL**

## **10.1 Approval general meeting of shareholders**

The Plan is subject to approval by the general meeting of shareholders of the Company. Such approval shall be obtained in the manner and to the degree required under applicable laws and legislation.

## **10.2 Termination of the Plan**

The Plan will terminate at the end of the Plan Period or at any earlier time determined by the Board. Termination of the Plan will not affect Awards granted before termination.

## **10.3 Rights of Participants and Executive Directors**

- (a) Nothing in the Plan will give any officer or employee of any Group Company any right to participate in the Plan. Participation in one grant does not imply a right to participate or be considered for participation in a later grant.
- (b) The rights and obligations of any individual under the terms of the individual's office or employment with a Group Company will not be affected by the individual's participation in the Plan nor any right which the individual may have to participate under it.
- (c) A Participant holding an Award will not have any rights of a shareholder of the Company with respect to that Award or the Shares subject to it prior to vesting.
- (d) The grant of an Award or the delivery of Shares or the payment of a cash amount in accordance with the specific Rules of this Plan by the Company or any Group Company in relation to an Award in any year shall in no event be included in the calculation of any other emoluments or compensation, including, without limitation any severance payments.

## **10.4 No rights to compensation or damages**

A Participant waives all and any rights to compensation or damages for the termination of the Participant's office or employment with a Group Company for any reason whatsoever (including unlawful termination of employment or office or the services agreement) insofar as those rights arise or may arise from the Participant ceasing to have rights under the Plan as a result of that termination or from the loss or diminution in value of such rights or entitlements. Nothing in the Plan or in any document executed under it will give any person any right to continue in employment or office or will affect the right of any Group Company to terminate the employment or office of any Participant or Executive Director or any other person without liability at any time, with or without cause, or will

impose on the Company, any Group Company, the Board or their respective agents and employees any liability in connection with the loss of a Participant's benefits or rights under the Plan or as a result of the exercise of a discretion under the Plan for any reason as a result of the termination of the Participant's employment or office.

#### **10.5 Articles of association**

Any Shares acquired on the vesting of Awards will be subject to the articles of association of the Company from time to time.

#### **10.6 Withholding for tax and social security contributions**

- (a) Any Group Company or former Group Company may withhold such amounts and/or make such arrangements as it considers necessary to meet any tax liability (including wage withholding tax, social security contributions or any other tax liability) for which it or any other Group Company or former Group Company is liable to account in connection with the vesting of Awards.
- (b) The Company may, in lieu of the Participant's right to receive the full number of Shares pursuant to Rule 6.1 determine to reduce the number of Shares in respect of which that Award will vest by a number of Shares that have a value at least (in its estimation) equal to the liability of the Participant to any wage withholding tax, social security contributions (or overseas equivalent) or any other tax liability for which there is a withholding obligation for any Group Company that would have arisen in connection with the vesting of the original Award, so that the Award becomes an entitlement to receive both the reduced number of Shares and a cash amount (the **Cash Amount**) equal to the value of the number of Shares by which the Award is reduced (the **Adjusted Award**) and procure that the relevant Group Company applies such of the Cash Amount as is necessary in making a payment directly to the relevant tax authority to discharge the liability of the Participant to wage withholding tax, social security contributions (or overseas equivalent) or any other tax liability for which there is a withholding obligation for any Group Company that arises as a result of the vesting of the Adjusted Award (with any surplus cash being returned to the Participant).
- (c) The Company may give the Participants the option to allow the relevant Group Company to sell the number of Shares in respect of which that Award will vest that have a value at least (in its estimation) equal to the liability of the Participant to any income tax (including wage withholding tax, social security contributions (or overseas equivalent) or any other tax liability) for cash where the relevant Group Company subsequently applies such of the cash amount as is necessary in making a payment directly to the relevant tax authority to discharge the liability of the Participant to income tax (including wage withholding tax, social security contributions (or overseas equivalent) or any other tax liability) that arises as a result of the vesting of the Award (with any surplus cash being returned to the Participant) (**Sell-to-Cover**).
- (d) Rule 10.6(b) and (c) will not apply to Awards made in any jurisdiction where the presence of this Rule would cause:
  - (i) the grant of the Award to be unlawful or for it to fall outside any applicable securities law exemption; or
  - (ii) adverse tax consequences for the Participant and/or any Group Company.

**10.7 Severability**

The invalidity or non-enforceability of one or more provisions of the Plan will not affect the validity or enforceability of the other provisions of the Plan.

**10.8 Data protection**

- (a) Executive Directors and Participants acknowledge, as a condition of their participation in the Plan, that personal data in relation to them may be held or otherwise processed by a Group Company and the Service Provider and passed on to a third party broker, registrar, administrator and/or future purchaser of the Company for the operation or administration of the Plan and/or the Award Agreement or in order to comply with legal obligations or if this is necessary for the Group Companies' business interests.
- (b) In addition, Executive Directors and Participants acknowledge, that the processing as described in Rule 10.8(a) may involve the processing, including transfer, of personal data in or to a country which is outside the scope of EU data protection laws. The Group Companies will comply with any applicable data protection laws and regulations in that respect.
- (c) Further information about how the Company and other Group Companies processes personal data of Executive Directors and Participants is set out in the Company's Privacy and Data Protection Policy as amended from time to time.

**11. GOVERNING LAW**

These Rules and any Award Agreement will be governed by and construed in accordance with the laws of the Netherlands. All Participants, the Company and any other Group Company will submit to the jurisdiction of the court of Amsterdam in relation to any dispute (including non-contractual disputes) arising under the Plan or any Award Agreement.

## APPENDIX 1

## DEFINITIONS

**Appendix 1****Adjusted Amount**

this Appendix 1 which forms part of the Rules;

**Administrator**

has the meaning as set out in Rule 10.6(b);

**Award**

the Board or any of its Committees or any delegates authorized or appointed to administer the Plan, in accordance with Rule 8 of the Plan;

**Award Agreement**

an award of performance stock units where each performance stock unit covers (the value of) one Share that, if the conditions for vesting have been met, will be settled by the issue or transfer of Shares or in cash in exceptional circumstances in accordance with the specific Rules of this Plan;

**Board**

an agreement between the Company and a Participant evidencing the terms and conditions of an individual Award as specified by the Administrator;

**Cash Amount**

the members of the board of directors of the Company, excluding the Executive Directors;

**Clawback Period**

has the meaning as set out in Rule 10.6(b);

**Closed Period**

such period commencing on the vesting of an Award as the Administrator determines at the Date of Grant and which will normally be two years;

**Company**

a period when the Participant is prohibited from dealing in Shares under the Market Abuse Regulation or the Insider Trading Code, or under any other statute, regulation or similar code to which the Company is subject;

**Committee**

OCI N.V., registered in the Netherlands;

**Control**

a duly authorised committee of members of the Board, excluding the Executive Directors, appointed by the Board, constituted to satisfy applicable laws;

**in relation to a corporate body**

the power of a person or legal entity to secure:

(a) by means of the holding of shares or the possession of voting power in or in relation to that or any other body corporate; or

(b) by virtue of any power conferred by the articles of association or other document regulating that or any other body corporate,

<b>Date of Grant</b>	that the affairs of the first-mentioned corporate body are conducted in accordance with the wishes of that person or legal entity;
	it being understood that any corporate body where the Company owns directly or indirectly 50% or more of the shares or voting rights is under the Control of the Company;
<b>Dealing Day</b>	with respect to an Award, the date on which it is granted under Rule 3;
<b>Dividend Equivalents</b>	any day on which Euronext Amsterdam is open for the transaction of business;
<b>Euronext Amsterdam</b>	has the meaning as set out in Rule 4.12;
<b>Executive Director</b>	a regulated market operated by Euronext Amsterdam N.V.;
<b>Group Company</b>	an executive director of the Company;
<b>Holding Period</b>	the Company and any Subsidiary;
<b>Insider Trading Code</b>	the period during which vested Shares may not be transferred, assigned, charged or otherwise disposed of except with the consent of the Administrator;
<b>Listed</b>	the insider trading code as adopted by the Company, as amended from time to time;
<b>Market Abuse Regulation</b>	admitted to trading on Euronext Amsterdam or any other recognised stock exchange, and <b>Listing</b> will be construed accordingly;
<b>Market Value</b>	Regulation (EU) No 596/2014 of the European Parliament and of the council of 16 April 2014 on market abuse;
	as of any date, the value of a Share determined as follows:
	(a) the Market Value shall be the average closing sales price of the Shares as quoted on Euronext Amsterdam, taking into account the closing sales price on the date of determination or the previous Dealing Day if the date of determination is not a Dealing Day and the two Dealing Days immediately prior to such date; or
	(b) if no closing sales price could be determined under (a) above, the Board shall determine

the Market Value of the Shares;

**Normal Vesting Date**

the third anniversary of the Date of Grant, or such other date specified when an Award is granted;

**Participant**

any individual who entered into an Award Agreement and who holds an Award including, if relevant, the Participant's heirs;

**Plan**

the Executive Performance Stock Unit Plan 2019, as amended from time to time in accordance with the Rules;

**Plan Period**

the period starting on the date the Plan is approved by the Board and ending on the tenth anniversary of that date;

**Redundancy**

the termination of a Participant's position as Executive Director as a result of redundancy as determined by the Administrator at its sole discretion;

**Retirement**

retirement with the consent of the Administrator, to be granted in its sole discretion;

**Rules**

the rules of the Plan as amended from time to time;

**Sell-to-Cover**

has the meaning as set out in Rule 10.6(c);

**Service Provider**

has the meaning as set out in Rule 8.3;

**Share**

a fully paid ordinary share in the capital of the Company;

**Subsidiary**

any company of which the Company has Control;

**Successor Company**

has the meaning as set out in Rule 4.8; and

**Variation**

in relation to the equity share capital of the Company, a capitalisation issue, an offer or invitation made by way of rights, a subdivision, consolidation, reduction, demerger, or distribution in specie or any other variation in share capital.

## APPENDIX 2

### UNITED STATES OF AMERICA

The provisions of paragraphs 1 of this Appendix 2 modify the Rules of the Plan in respect of any Awards granted under it to Executives who are resident in the United States.

1. The following shall be inserted as new Rule 6.7:

"A Participant may be required, as a condition of the vesting of the Participant's Award, to represent and agree that, in relation to Shares the Participant acquires under the Plan:

- (a) he understands that such Shares are deemed to be restricted securities within the meaning of Rule 144 under the United States Securities Act of 1933 (the **Securities Act**), which may not be resold in the United States or to a U.S. person except pursuant to an effective registration statement under the Securities Act or an exemption from the registration requirements of the Securities Act;
- (b) he is acquiring such Shares for investment and not with a view to distribution; and
- (c) he will not resell such Shares at any time, except to non-U.S. persons in transactions effected in accordance with Rule 904 of Regulation S under the Securities Act (or any successor section thereto) and only after the expiration of any holding period the Administrator may require.

The Company may endorse on certificates or any other documents representing Shares issued or transferred upon the vesting of an Award such legend referring to the foregoing representations or restrictions or any other applicable restrictions on resale as the Company, in its discretion, shall deem appropriate."

The provisions of paragraphs 2 and 3 of this Appendix 2 modify the Rules of the Plan in respect of any Awards granted under it to Executives who are US taxpayers (whether or not they are also resident in the United States).

2. The following shall be inserted at the end of Rule 6.8:

"In any event, the latest day by which an Award will be paid is 15 March after the calendar year in which the Award becomes vested and the Company may adjust how the Award is paid out to ensure this. Notwithstanding any provision of the Plan to the contrary, no Award which becomes subject to accelerated vesting at the discretion of the Administrator (as provided in Rule 4 of the Plan) shall be paid earlier than the Normal Vesting Date if the Administrator then determines that the payment on such earlier date would subject the Award to the penalty tax imposed under Section 409A of the US Internal Revenue Code of 1986, as amended (**Section 409A**)."

3. The Administrator shall endeavour not to take any action that would cause an Award that is otherwise exempt from taxation under Section 409A to become subject to taxation under Section 409A, or that cause an Award that is subject to taxation under Section 409A to fail to satisfy the requirements of Section 409A. If the provisions in this Appendix 2 conflict with provisions in the Rules governing the Plan, then the conflicting provision in the Rules will be superseded by the provision in this Appendix 2, but only to the extent of any conflict and only to the extent necessary to comply with the provisions of applicable law, including Section 409A.

4. Although the Administrator intends to administer the Plan so that Awards granted under this Schedule will be exempt from taxation under Section 409A, or will comply with Section 409A, neither the Administrator nor the Company warrants that any Award under the Plan will qualify for favourable tax treatment under Section 409A or any other provision of federal, state, local, or non-US law. The Company shall not be liable to any Participant for any tax, interest, or penalties the Participant might owe as a result of the grant, holding, vesting, or payment of any Award under the Plan.