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Rules of the Auto Trader 2024 Long Term Incentive Plan

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1. DEFINITIONS AND INTERPRETATION

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

"**Award**" means a Conditional Award or a Nil-Cost Option;

"**Board**" means, subject to rule 14.7, the board of the Company or any committee or person duly authorised by the board, or any duly appointed successor body;

"**Company**" means Auto Trader Group plc registered in England and Wales under number 9439967;

"**Conditional Award**" means a right to receive Shares automatically at no cost subject to the rules of the Plan;

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

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

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

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

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

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

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

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

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

"**Group Member**" means the Company, any Subsidiary of the Company, any company that is (within the meaning given by section 1159 of the Companies Act 2006) the Company's holding company or a Subsidiary of the Company's holding company or, if the Board so determines, any body corporate in relation to which the Company is able to exercise at least 20% of the equity voting rights and "**Group**" will be construed accordingly;

"Holding Period" means a period of two years (or such other period as the Board may determine on or before the Grant Date), beginning on the Normal Vesting Date and during which the restrictions in rule 11 will apply;

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

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

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

"Net Vested Shares" means the Shares acquired by a Participant, after the application of rule 10, following the Vesting of a Conditional Award or the exercise of a Nil-Cost Option, that are subject to a Holding Period;

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

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

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

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

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

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

"Performance Period" means the period determined by the Board over which a Performance Condition will be measured;

"Plan" means the Auto Trader 2024 Long Term Incentive Plan as amended from time to time;

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

"Recovery Period" means subject to rule 8.6, the period beginning on the first day of an Award's Vesting Period and ending on the sixth anniversary of the Grant Date, or such other period determined by the Board on or before the Grant Date;

"Recruitment Award" means an Award granted in connection with the recruitment of an Eligible Employee and which is granted in respect of remuneration they forfeit in connection with their joining the Group;

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

"Share" means an ordinary share in the Company;

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

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

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

"Vest" means:

- (a) in relation to a Conditional Award, the point at which the Participant becomes entitled, subject to rule 11, to receive the Shares under their Award; and
- (b) in relation to a Nil-Cost Option, the point at which it becomes capable of exercise, and **"Vested"**, **"Vesting"** and **"Unvested"** will be construed accordingly;

"Vesting Period" means:

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

1.2 References in the Plan to:

- 1.2.1 any statutory provisions or to regulations are to those provisions or regulations as amended or re-enacted from time to time;
- 1.2.2 the singular include the plural and vice versa; and

1.2.3 the masculine include the feminine and vice versa.

1.3 Headings do not form part of the Plan.

2. GRANT OF AWARDS

2.1 The Board may, during a Grant Period, grant an Award to an Eligible Employee, subject to the rules of the Plan and such additional terms as the Board may determine.

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

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

2.4 Awards must be granted by deed (or in such other written form as the Board determines) and, as soon as reasonably practicable after the Grant Date, Participants must be notified of the terms of their Award including the Vesting Period, the Normal Vesting Date, any Performance Condition, any Holding Period, any additional terms imposed by the Board in accordance with rule 2.1 and, in the case of a Nil-Cost Option, whether it has a Nominal Exercise Price.

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

2.5.1 the Award may not Vest; and/or

2.5.2 the Board may determine that the Award will lapse.

2.6 No Award may be granted under the Plan after the tenth anniversary of the date on which the Plan was approved by shareholders.

3. PERFORMANCE CONDITION

3.1 Awards may be subject to the satisfaction of a Performance Condition. The application of Performance Conditions to any Award granted to an executive director of the Company will be consistent with the Policy.

3.2 Subject to rules 13 and 14, a Performance Condition will be measured over the Performance Period.

3.3 The Board may amend or substitute a Performance Condition in accordance with its terms or if the Board considers that an amended or substituted Performance Condition is reasonable, appropriate and would not be materially less difficult to satisfy than when it was originally set.

4. RESTRICTIONS ON TRANSFER AND BANKRUPTCY

4.1 An Award must not be transferred, assigned, charged or otherwise disposed of in any way (except in the event of the Participant's death, to their personal representatives) and will lapse immediately on any attempt to do so.

4.2 An Award will lapse immediately if the Participant is declared bankrupt or, if the Participant is outside the United Kingdom, any analogous event occurs.

5. DIVIDEND EQUIVALENTS

5.1 The Board may decide before the delivery of Shares in satisfaction of an Award, that the Participant will receive an amount (in cash and/or additional Shares) equal in value to any dividends that would have been paid on those Shares on such terms and over such period (ending no later than the date on which the Award Vests) as the Board may determine. This amount may assume the reinvestment of dividends (on such basis as the Board may determine) and may exclude or include special dividends.

6. INDIVIDUAL LIMIT

6.1 No Eligible Employee may be granted an Award (other than a Recruitment Award) that would cause the market value of the Shares subject to all Awards (other than Recruitment Awards) granted to that Eligible Employee in respect of a particular financial year of the Company to exceed the market value of Shares over which an Executive Director may be granted Awards under the Policy.

6.2 For the purposes of rule 6.1, the "market value" of a Share:

6.2.1 shall be determined by the Board;

6.2.2 will normally be determined by reference to the value of a Share at the date the Award is granted; and

6.2.3 may be based on an average of Share prices over a period of up to three months.

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

7. PLAN LIMITS

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

7.2 The Board must not grant an Award that would cause the number of Shares allocated on a discretionary basis under the Plan and under any other employee share plan adopted by the Company to exceed such number as represents five per cent of the ordinary share capital of the Company in issue. The Board may determine that any operation of an employee share plan is or is not discretionary taking into account such factors as it considers relevant.

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

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

- 7.3.2 Shares that have been or may be transferred from treasury to any Trustee, and in either case for the Trustee to then transfer to satisfy an award (unless these Shares have already been counted under this rule).
- 7.4 The Board may determine that Shares transferred from treasury will cease to count as allocated for the purposes of rule 7.3 if guidelines published by one or more institutional investor representative bodies no longer require such Shares to be counted.
- 7.5 The number of Shares allocated does not include:
- 7.5.1 Shares that were allocated to satisfy awards to the extent that such awards have lapsed, been relinquished or been satisfied in cash; and
- 7.5.2 existing Shares (other than treasury Shares) that have been transferred to satisfy awards or that have been allocated to satisfy awards.
- 7.6 If the Board purports to grant one or more Awards that are inconsistent with the limits in this rule 7, each such Award will be reduced as determined by the Board and will take effect from the Grant Date over the reduced number of Shares save to the extent that the Board determines that any such Award shall be satisfied in a way which is not inconsistent with any limit in this rule 7.
- 7.7 The Board may make such adjustments to the method of assessing the limits set out in rules 7.1 and 7.2 as it considers appropriate in the event of any variation of the Company's share capital.

8. REDUCTION AND RECOVERY

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

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

- 8.2 The Board may, where rule 8.4 or 8.5 applies:
- 8.2.1 impose further conditions on an Award; and/or
- 8.2.2 reduce (including to nil) the number of Shares to which an Award relates, at any time before the end of the Recovery Period in respect of such Award.
- 8.3 If Shares and/or cash have been delivered in satisfaction of an Award, the Board may, where rule 8.4 or 8.5 applies:
- 8.3.1 require a Participant to make a cash payment to the Company in respect of some or all of the Shares or cash delivered to them under the Award; and/or
- 8.3.2 require a Participant to transfer for nil consideration some or all of the Shares delivered to them under the Award; and/or

8.3.3 determine that some or all of the Net Vested Shares subject to a Holding Period under rule 11 shall be forfeited and transferred for nil consideration to such person as is specified by the Board,

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

Triggers to the application of reduction and recovery provisions

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

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

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

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

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

8.4.5 the relevant Participant is dismissed for misconduct or the Board determines that they could have been summarily dismissed by reason of gross misconduct;

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

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

Cross-clawback

8.5 The Board may take any of the actions set out in rule 8.2 or 8.3.3 in order to effect the recovery of sums paid or Shares delivered under any malus or clawback provisions that are included in any incentive plan (including the Plan) operated by any Group Member.

Other provisions relating to reduction and recovery provisions

8.6 If the action or conduct of any Participant, Group Member or relevant business unit is under investigation by the Company, or the Company has been notified by a third party that an investigation into such action or conduct has begun, before the end of the Recovery Period and such investigation has not been or is not expected to be concluded by that date, the Board may extend the Recovery Period to end on such later date as the Board considers appropriate to allow such investigation to be concluded.

8.7 For the purposes of this rule 8, references to:

8.7.1 a Participant include former Participants; and

8.7.2 a Group Member or a relevant business unit include any former Group Member or former business unit.

9. VESTING, EXERCISE AND SETTLEMENT

9.1 As soon as reasonably practicable after the end the Performance Period (or if this rule applies to an Award under rule 13 or 14 before the end of the Performance Period, then at the relevant time), the Board will determine whether and, if relevant, and to what extent any Performance Condition has been satisfied, and, accordingly, the extent to which the Award will, subject to rule 9.2, Vest. If the Performance Condition is assessed before the end of the Performance Period, the Board will take into account in its determination such factors as it considers are relevant and if the Award is subject to more than one Performance Condition and/or a Performance Condition consisting of more than one measure, may vary the weightings of those Performance Conditions and/or measures on such basis as it considers appropriate.

9.2 As soon as reasonably practicable after the determination under rule 9.1 (or in the case of an Award that is not subject to a Performance Condition, after the end of the Vesting Period), the Board may, adjust (including by reducing to nil) the extent to which the Award would (but for this rule 9.2) Vest, if it considers that:

9.2.1 such Vesting level does not reflect the underlying financial or non-financial performance of the Participant or the Group over the Vesting Period; or

9.2.2 such Vesting level is not appropriate in the context of the experience of shareholders or other stakeholders,

taking into account such factors as the Board considers relevant.

9.3 An Award will Vest to the extent determined in accordance with rules 9.1 and 9.2 and any part of the Award that does not Vest on such date will lapse immediately.

9.4 Subject to rules 10, 13 and 14, an Award will Vest on its Normal Vesting Date unless on the Normal Vesting Date (or on any other date on which the Award is due to Vest under rule 13 or 14):

9.4.1 a Dealing Restriction applies to the Participant, in which case the Award will Vest on the date on which such Dealing Restriction lifts; or

9.4.2 the action or conduct of any Participant, Group Member or relevant business unit is under investigation pursuant to rule 8 and such investigation has not yet been concluded by that date, in which case the Award will Vest on such later date as the Board considers appropriate to allow such investigation to be concluded.

9.5 Subject to rules 10, 13 and 14, a Vested Nil-Cost Option may be exercised until the tenth anniversary of the Grant Date (or such earlier date as the Board may determine on or before the Grant Date) in such manner as the Board determines, after which time it will lapse. To exercise a Nil-Cost Option with a Nominal Exercise Price, the Participant must, unless the Board decides to waive the requirement to pay the Nominal Exercise Price, pay the Nominal Exercise Price to the Company or enter into arrangements acceptable to the Board to pay the Nominal Exercise Price.

9.6 Subject to rules 10, 11 and 12, where a Conditional Award has Vested or a Nil-Cost Option has been exercised, the number of Shares in respect of which the Award has Vested or been exercised together with any additional Shares or cash to which a Participant becomes entitled under rule 5 will be issued, transferred or paid (as applicable) to the Participant within 30 days thereafter.

9.7 Subject to rule 16, the Board may , accelerate or delay the Vesting of some or all of an Award (except where rule 13 applies) if, as a result of the Participant moving jurisdiction:

9.7.1 the Participant would suffer a different (including but not limited to greater and/or earlier) liability to tax and/or social security contributions than was considered to be the case on the Grant Date;

9.7.2 the Participant's ability to exercise a Nil-Cost Option, or have Shares delivered to them would be restricted; and/or

9.7.3 the Participant's ability to hold or deal in the Shares acquired or the proceeds of sale of or dividends payable on such Shares would be restricted or prohibited, and

the Board may determine that such Vesting will be subject to such conditions as the Board may determine, which may include restrictions on the disposal of some or all of the Shares acquired pursuant to the Award for such period as the Board may determine, and that any Shares so restricted may be forfeited if the Participant ceases to hold office or employment with a Group Member during such period in circumstances in which their Award would have lapsed if it had not Vested in accordance with this rule 9.7 and that any such Shares remain subject to reduction and recovery under rule 8. The Board may make the Vesting of the Award or exercise of a Nil-Cost Option conditional on the Participant taking any action (including entering into any agreement) reasonably required by the Board in relation to such conditions.

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

10. RELEVANT LIABILITIES AND REGULATORY ISSUES

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

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

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

10.2 The Vesting of an Award, the exercise of a Nil-Cost Option and the issue or transfer of Shares under the Plan (including following the expiration of a Holding Period) will be subject to

obtaining any approval required by the FCA (or any other relevant authority), any Dealing Restrictions or any other laws or regulations (whether in the United Kingdom or overseas).

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

11. HOLDING PERIOD

- 11.1 Where the Board determines, prior to Vesting, that an Award is subject to a Holding Period, this rule 11 shall apply.

- 11.2 A Participant may sell any Shares they acquire pursuant to the Vesting of an Award (if it is a Conditional Award) or the exercise of an Award (if it is a Nil-Cost Option):

11.2.1 as anticipated by rule 10; and/or

11.2.2 in the case of a Nil-Cost Option, to fund any Nominal Exercise Price.

- 11.3 After any sale of Shares as referred to in rule 11.2, any Shares to which the Participant is entitled pursuant to the Vesting of the Award (if it is a Conditional Award) or the exercise of the Award (if it is a Nil-Cost Option) will be held as Net Vested Shares by the Participant or, if the Board so determines, on the Participant's behalf by such person as the Board determines.

- 11.4 A Participant may be required to take any action (including entering into any agreement on such terms and within such timeframe) as the Board may determine, setting out the terms upon which Net Vested Shares will be held during the Holding Period in accordance with this rule 11.

- 11.5 Unless the Board determines otherwise, any additional Shares or other securities to which the Participant becomes entitled in connection with their Net Vested Shares shall be subject to this rule 11 as if they were Net Vested Shares.

- 11.6 A Participant will be entitled to:

11.6.1 exercise the voting rights attached to any Net Vested Shares to direct the way in which that right is exercised in accordance with the terms on which the Net Vested Shares are held;

11.6.2 receive dividends in respect of any Net Vested Shares; and

11.6.3 have all other rights of a shareholder from the date on which the Net Vested Shares are issued or transferred to them, except that the Participant may not transfer, assign, hedge, charge or otherwise dispose of the Net Vested Shares or any interest in them except:

(a) to fund any Relevant Liability; or

(b) in any other circumstances that the Board permits and any such permission may be subject to such conditions as the Board reasonably determines.

11.7 Net Vested Shares may be forfeit for nil consideration in accordance with rule 8.3.3.

11.8 Following the expiry of the Holding Period:

11.8.1 subject to rule 10, where the Net Vested Shares have been held on the Participant's behalf, they will be transferred to the Participant; and

11.8.2 subject to rule 8 and to any Shareholding Requirement, no further restrictions will apply to the Net Vested Shares,

unless the action or conduct of any Participant, Group Member or relevant business unit is under investigation pursuant to rule 8 and such investigation has not yet been concluded by that date, in which case the transfer or removal of restrictions referred to above will be deferred to such later date as the Board considers appropriate to allow such investigation to be concluded

12. CASH EQUIVALENT

12.1 Subject to rule 12.2, at any time before Shares have been delivered to a Participant to satisfy an Award, the Board may determine that, in substitution for their right to acquire some or all of those Shares, the Participant will instead receive a cash sum equal to:

12.1.1 in the case of a Conditional Award, the market value (as determined by the Board) on the date on which the Conditional Award Vests of the Shares that would otherwise have been delivered; and

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

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

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

13. CESSATION OF EMPLOYMENT

Cessation of employment before the Normal Vesting Date – default position

13.1 If a Participant ceases to hold office or employment with a Group Member before an Award's Normal Vesting Date other than in accordance with rule 13.2 or on account of their death, the Award will lapse on the date of such cessation.

Cessation of employment before the Normal Vesting Date – good leaver

13.2 If a Participant ceases to hold office or employment with a Group Member before an Award's Normal Vesting Date as a result of:

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

13.2.2 any other reason (other than gross misconduct, in which case the Award will lapse on the date of such cessation) as the Board may determine,
rule 13.3 applies to the Award.

13.3 If this rule 13.3 applies to an Award, the Award will Vest as follows.

Determination of the extent of Vesting

13.3.1 The Award will normally continue pursuant to the rules of the Plan, save that rule 13.3.3 (time based reduction) will also apply to the Award.

13.3.2 Alternatively, the Board may decide that the extent to which the Award Vests shall be determined as soon as reasonably practicable following the date of cessation by:

(a) the early application of rule 9.1 (determining whether and, if relevant, the extent to which the Performance Condition has been satisfied), unless in circumstances which the Board decides (taking into account such factors as it considers relevant) amount to compassionate good leaver circumstances that any Performance Condition should be waived;

(b) the early application of rule 9.2 (adjusting outcomes); and

(c) the application of rule 13.3.3 (time based reduction),

and the Award shall then Vest on such date as the Board decides, not being later than the Normal Vesting Date.

Time based reduction

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

Application of Holding Period

13.3.4 The Holding Period will normally continue to apply, although the Board may determine that the Holding Period should expire on an earlier date than would otherwise be the case, in which case any Net Vested Shares will be transferred to the Participant after such expiry in accordance with rule 11.8.

Cessation of employment on or after the Normal Vesting Date

13.4 If a Participant ceases to hold office or employment with a Group Member on or after an Award's Normal Vesting Date other than in accordance with rule 13.8, then:

13.4.1 if the Award is a Nil-Cost Option it may be exercised in the period determined in accordance with rule 13.9 unless the Participant is dismissed for misconduct in which case the Award will lapse on the date of cessation; and

- 13.4.2 any Holding Period will continue pursuant to the rules of the Plan subject to any forfeiture of any Net Vested Shares in accordance with rule 8.3.3.
- 13.5 As an alternative to a Holding Period continuing as referred to in rule 13.4.2, the Board may decide that the Holding Period will expire as soon as reasonably practicable following the Participant's cessation of employment or on such later date as the Board may determine, not being later than the date on which the Holding Period would otherwise expire.

Death

- 13.6 Subject to rule 13.7, if a Participant ceases to hold office or employment with a Group Member as a result of their death before an Award's Normal Vesting Date:
- 13.6.1 as soon as reasonably practicable following the date of death, the extent to which the Award Vests shall be determined by:
- (a) the early application of rule 9.1 (determining whether and, if relevant, the extent to which the Performance Condition has been satisfied), unless the Board determines that any Performance Condition should be waived;
 - (b) the early application of rule 9.2 (adjusting outcomes); and
 - (c) the application of 13.3.3 (time based reduction); and
- 13.6.2 the Award shall Vest at that point (or at such later date as the Board shall determine, not being later than the Normal Vesting Date) and any Holding Period that would otherwise have applied shall be waived.
- 13.7 If a Participant ceases to hold office or employment with a Group Member as a result of their death before an Award's Normal Vesting Date, as an alternative to rule 13.6 applying, the Board may determine that the Award shall continue, in which case rule 13.3 will apply.
- 13.8 If a Participant ceases to hold office or employment with a Group Member as a result of their death on or after the Normal Vesting Date of an Award that is subject to a Holding Period, any Net Vested Shares will be transferred to the Participant in accordance with rule 11.8 as soon as reasonably practicable following the date of death, unless in exceptional circumstances the Board determines that the Holding Period will continue pursuant to the rules of the Plan subject to any forfeiture of any Net Vested Shares in accordance with rule 8.3.3.

Period of exercise of a Nil-Cost Option

- 13.9 If a Participant ceases to hold office or employment with a Group Member, a Vested Nil-Cost Option (whether it Vests under this rule 13 or which has already Vested) may, subject to rule 14 and provided the Nil-Cost Option does not lapse on the date of cessation as referred to in rule 13.4, be exercised until the latest of:
- 13.9.1 the date that is six months after the date on which the Award Vests;
- 13.9.2 the date that is six months after the Participant's cessation of office or employment; and

13.9.3 where the Participant ceased to hold office or employment with a Group Member as a result of their death, the date that is twelve months after the date of the Participant's death,

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

Meaning of cessation of employment

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

13.10.1 an office or employment; or

13.10.2 a right to return to an office or employment

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

Leavers – shareholding requirement

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

Leavers – post-cessation change in circumstances

13.12 If an Award continues in accordance with rule 13.3.1 following a Participant ceasing to hold office or employment with a Group Member, the Board may:

13.12.1 require the Participant to confirm, in such form and at such time or times as the Board requires that in the period between the date of cessation and the date on which the Award Vests they have not started or agreed to start employment with, or otherwise to provide services to, any other person;

13.12.2 make the delivery of any Shares to satisfy the Vesting of the Award (if it is a Conditional Award) or the exercise of the Award (if it is a Nil-Cost Option) conditional on the Participant giving the confirmation referred to in rule 13.12.1;

13.12.3 determine that the Award will lapse if:

(a) the Participant does not give the confirmation referred to in rule 13.12.1; or

(b) the Board determines that in the period between the date of cessation and the date on which the Award Vests the Participant has started or agreed to start employment with, or otherwise to provide services to, any other person.

14. CORPORATE EVENTS

General offer and scheme of arrangement

14.1 Where any of the events described in rule 14.2 occurs, subject to rule 14.6:

- 14.1.1 all Awards will Vest under and in accordance with rule 14.5 at the time of such event;
 - 14.1.2 any Holding Period will:
 - (a) in respect of Vested Awards, expire at the time of such event; and
 - (b) in respect of Awards that Vest pursuant to rule 14.1.1, be waived; and
 - 14.1.3 all Nil-Cost Options will lapse after a period of one month (or such other period as the Board may determine) from the date of the relevant event.
- 14.2 The events referred to in rule 14.1 are:
- 14.2.1 any person (either alone or together with any person acting in concert with them):
 - (a) obtaining Control of the Company as a result of making a general offer to acquire Shares; or
 - (b) already having Control of the Company, making an offer to acquire all of the Shares other than those which are already owned by them,and such offer becoming wholly unconditional; and
 - 14.2.2 a compromise or arrangement in accordance with either section 899 or 901F of the Companies Act 2006 for the purposes of a change of Control of the Company, being sanctioned by the Court.

Winding up

- 14.3 On the passing of a resolution for the voluntary winding-up or the making of an order for the compulsory winding up of the Company:
- 14.3.1 the Board will determine whether Unvested Awards will:
 - (a) Vest under and in accordance with rule 14.5; or
 - (b) lapse;
 - 14.3.2 the Board may determine that any Holding Period will:
 - (a) in respect of Vested Awards, expire; and
 - (b) in respect of Awards that Vest pursuant to rule 14.3.1(a), be waived;
 - 14.3.3 the Board will determine the period of time during which any Nil-Cost Option (whether it Vested under rule 14.3.1 or earlier) may be exercised after which time it will lapse.

Other events

- 14.4 If the Company is or may be affected by any variation of the share capital of the Company, a demerger, delisting, special dividend or other event that, in the opinion of the Board, may materially affect the current or future value of Shares, the Board may determine:

- 14.4.1 that any Unvested Award will Vest under and in accordance with rule 14.5;
- 14.4.2 that any Holding Period will:
 - (a) in respect of Vested Awards, expire; and
 - (b) in respect of Awards that Vest pursuant to rule 14.4.1, be waived;
- 14.4.3 the period of time during which any Nil-Cost Option (whether it Vested under rule 14.4.1 or earlier) may be exercised, after which time it will lapse.

Vesting level

- 14.5 An Award will Vest under this rule 14.5 to the extent determined by the Board, taking into account:
 - 14.5.1 in the case of an Award subject to a Performance Condition, whether and, if relevant, the extent to which any Performance Condition has, in the Board's opinion, been satisfied at the time of the relevant event;
 - 14.5.2 in the case of any Award, whether it is appropriate to adjust (including by reducing to nil) the extent to which the Award would (but for this rule 14.5.2) Vest, if it considers that rule 9.2.1 or 9.2.2 applies, taking into account such factors as the Board considers relevant;
 - 14.5.3 if a Participant no longer holds office or employment with a Group Member at the time of the relevant event, the proportion of the Vesting Period that had elapsed at the date of their cessation of office or employment (unless the Board determines otherwise or that a different pro ration formula will be applied); and
 - 14.5.4 if a Participant continues to hold office or employment with a Group Member at the time of the relevant event, the proportion of the Vesting Period that has elapsed on the date of the relevant event (unless the Board determines otherwise or that a different pro ration formula will be applied),

and any part of the Award that does not Vest will lapse immediately.

Exchange

- 14.6 An Award will not Vest or lapse under this rule 14 but will be exchanged for a new award that, in the opinion of the Board, is equivalent to the Award, to the extent that:
 - 14.6.1 an offer to exchange the Award is made and accepted by a Participant;
 - 14.6.2 there is an Internal Reorganisation, unless the Board determines otherwise; or
 - 14.6.3 the Board decides (before the relevant event) that the Award will be exchanged.

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

Meaning of Board

- 14.7 Any reference to the Board in this rule 14 means the members of the Board immediately before the relevant event.

15. ADJUSTMENTS

- 15.1 The number of Shares subject to an Award and/or any Performance Condition may be adjusted in such manner as the Board determines, in the event of:

15.1.1 any variation of the share capital of the Company; or

15.1.2 a demerger, delisting, special dividend or other event that may, in the opinion of the Board, affect the current or future value of Shares.

16. AMENDMENTS

- 16.1 Except as described in this rule 16, the Board may amend the rules of the Plan or the terms of any Award.

- 16.2 Subject to rule 16.3, no amendment to the advantage of Eligible Employees and/or Participants may be made under this rule 16 to the provisions relating to:

16.2.1 the persons to whom, or for whom, Shares or cash are provided under the Plan;

16.2.2 limitations on the number or amount of Shares or cash subject to the Plan;

16.2.3 the maximum entitlement for any one Participant;

16.2.4 the basis for determining a Participant's entitlement to, and the terms of, Shares or cash to be provided under the Plan;

16.2.5 the adjustments that may be made in the event of a variation of capital; and

16.2.6 the terms of this rule 16.2

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

- 16.3 Rule 16.2 will not apply to any minor amendment that is to benefit the administration of the Plan or is necessary or desirable to take account of any change in legislation or to obtain or maintain favourable taxation, exchange control or regulatory treatment for any Group Member, Eligible Employee or Participant.

- 16.4 No amendment to the material disadvantage of existing rights of Participants (except in respect of a Performance Condition) will be made under rule 16.1 unless:

16.4.1 every Participant who may be affected has been invited to indicate whether or not they approve the amendment; and

16.4.2 the amendment is approved by a majority of those Participants who have so indicated.

16.5 No amendment will be made under this rule 16 if it would prevent the Plan from being an employees' share scheme within the meaning of section 1166 of the Companies Act 2006.

17. LEGAL ENTITLEMENT

17.1 This rule 17 applies during a Participant's employment with any Group Member and after the termination of such employment, whether or not the termination is lawful.

17.2 Nothing in the Plan or its operation forms part of the terms of employment of a Participant and the rights and obligations arising from a Participant's employment with any Group Member are separate from, and are not affected by, their participation in the Plan. Participation in the Plan does not create any right to continued employment with a Group Member for any Participant.

17.3 The grant of any Award to a Participant does not create any right for that Participant to be granted any further Awards or to be granted Awards on any particular terms, including the number of Shares to which Awards relate.

17.4 By participating in the Plan, a Participant waives all rights to compensation for any loss in relation to the Plan, including:

17.4.1 any loss or reduction of any rights or expectations under the Plan in any circumstances or for any reason (including lawful or unlawful termination of the Participant's employment);

17.4.2 any exercise of a discretion or a decision taken in relation to an Award or to the Plan, or any failure to exercise a discretion or take a decision; and

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

18. GENERAL

18.1 The Plan will terminate upon the last date on which an Award may be granted under it as determined in accordance with rule 2.6 or at any earlier time by the passing of a resolution by the Board or an ordinary resolution of the Company in general meeting. Termination of the Plan will be without prejudice to the existing rights of Participants

18.2 Shares issued or transferred from treasury under the Plan will rank equally in all respects with the Shares then in issue, except that they will not rank for any voting, dividend or other rights attaching to Shares by reference to a record date preceding the date of issue or transfer from treasury.

18.3 The personal data of any Eligible Employee, Participant or former Participant may be processed in connection with the operation of the Plan in accordance with the Group's prevailing data protection policy and as notified to Eligible Employees pursuant to a privacy notice or otherwise. If an Eligible Employee, Participant or former Participant is employed outside the European Economic Area and outside the United Kingdom and consent is needed for processing of their personal data in connection with the operation of the Plan, by participating in the Plan, they consent to such processing of their personal data.

- 18.4 The Plan will be administered by the Board. The Board will have full authority, consistent with the Plan, to administer the Plan, including authority to interpret and construe any provision of the Plan and to adopt regulations for administering the Plan. Decisions of the Board will be final and binding on all parties.
- 18.5 Any notice or other communication in connection with the Plan may be delivered personally or sent by electronic means or post, in the case of a company to its registered office (for the attention of the company secretary), and in the case of an individual to their last known address, or, where they are a director or employee of a Group Member, either to their last known address or to the address of the place of business at which they perform the whole or substantially the whole of the duties of their office or employment. Where a notice or other communication is given by post, it will be deemed to have been received 72 hours after it was put into the post properly addressed and stamped, and if by electronic means, when the sender receives electronic confirmation of delivery or if not available, 24 hours after sending the notice.
- 18.6 No benefits received under the Plan will be pensionable.
- 18.7 If any rule of the Plan or any term of an Award is held to be void but would be valid if part of its wording were deleted, such rule will apply with such deletion as may be necessary to make it valid.
- 18.8 No third party other than a Group Member will have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Plan (without prejudice to any right of a third party that exists other than under that Act).
- 18.9 The rules of the Plan will be governed by and construed in accordance with the laws of England and Wales. Any person referred to in the Plan submits to the exclusive jurisdiction of the Courts of England and Wales.

Schedule 1
Cash Awards

1. The rules of the Auto Trader 2024 Long Term Incentive Plan will apply to a right to receive a cash sum granted under this Schedule as if it was either a Conditional Award (a "**Cash Conditional Award**") or a Nil-Cost Option (a "**Cash Option**"), except as set out in this Schedule. Where there is any conflict between the rules of the Plan and this Schedule, the terms of this Schedule will prevail.
2. Each Cash Conditional Award or Cash Option will relate to a certain number of notional Shares.
3. On the Vesting of a Cash Conditional Award or the exercise of a Cash Option the Participant will be entitled to receive a cash sum, calculated on the following basis.
 - 3.1 In the case of a Cash Conditional Award, the cash sum will be equal to the market value (as determined by the Board) on the Normal Vesting Date of the notional Shares in respect of which the Cash Conditional Award Vests.
 - 3.2 In the case of a Cash Option, the cash sum will be equal to the market value (as determined by the Board) on the date of exercise of the notional Shares in respect of which the Cash Option is exercised.
4. The cash sum payable under paragraph 3 above will be paid to the Participant within 30 days after the Vesting of the Cash Conditional Award or the exercise of the Cash Option, net of any Relevant Liability.
5. Unless the Board determines otherwise on or before the Grant Date of a Cash Conditional Award or a Cash Option, the Board may, at any time prior to the date on which the cash sum becomes payable under paragraph 3 above, determine that a Cash Conditional Award or a Cash Option will be converted into a Conditional Award or a Nil-Cost Option under the rules of the Plan over the same number of Shares as the number of notional Shares to which the Cash Conditional Award or Cash Option relates.