

# Agility Global PLC

## Employees Share Option plan

February 2025



# Introduction and principles



- The Employees Share Option Plan (the “Plan”) is a stock options plan granted to the employees, officers and executive directors of with the right to acquire ordinary shares of Agility Global (listed on ADX) for the purpose of aligning the incentives of the employees with the performance of the company.
- The Plan is intended to align employee efforts and ensure they exert their best sustained performance towards successful operation of the Company and to attract and retain high-performing talented individuals by providing an opportunity for them to benefit from the increased value of the Company, to which they have contributed.
- The Plan is intended to link the interest of the Employees with those of the shareholders which benefits the shareholders of the Company.

# Summary of the proposed incentive plan (1/2)



<b>Nature of the plan</b>	<ul style="list-style-type: none"> <li>• Stock options granted to the employees, officers and executive directors with the right to acquire ordinary shares of Agility Global (listed on ADX) at the strike price</li> <li>• Strike price: average share of the last 90 days (unweighted)</li> <li>• Upon exercise, the participants will pay in cash the strike price to Agility Global which in turn will deliver the shares.</li> </ul>
<b>Vesting period &amp; conditions</b>	<ul style="list-style-type: none"> <li>• Vesting date: 3 years from grant date</li> <li>• Execution window of 2 years after vesting date to exercise all the options</li> <li>• Vesting subject to continuous employment (with customary exceptions)</li> <li>• No lock-up (participants can sell the acquired shares after the options are exercised)</li> </ul>
<b>Participants</b>	<ul style="list-style-type: none"> <li>• Selected corporate employees of Agility Global and its group companies</li> <li>• Selected executive Board members of Agility Global</li> </ul>
<b>Good leavers</b>	<ul style="list-style-type: none"> <li>• Employees who retire before the vesting date</li> <li>• In case of death, serious illness or invalidity</li> <li>• Other ad hoc or exceptional cases may be decided by the NRC</li> <li>• A good leaver may receive a pro rata number of options that will vest at the same time as the rest of the participants</li> <li>• All of the above subject to NRC's approval</li> </ul>
<b>New joiners</b>	<ul style="list-style-type: none"> <li>• New joiners may be able to receive stock options before the vesting date, at the exact same conditions as the other Participants</li> </ul>
<b>Assignment</b>	<ul style="list-style-type: none"> <li>• Stock options are by default under the participant's name and are non-tradeable and non-transferrable instruments</li> <li>• Subject to NRC's approval, participants may be able to transfer the stock options to a family member or a family trust (for bona fide tax planning purposes) provided that any change to the beneficiary or administrator of the trust should be approved by the NRC</li> <li>• In the event of death, the NRC may transfer the stock options to the participant's representatives</li> </ul>

# Summary of the proposed incentive plan (2/2)



<b>Adjustments</b>	<ul style="list-style-type: none"><li>• Dividends distributed between grant date and exercise of the option will be deducted from the strike price</li><li>• Corporate events (including but not limited to special dividends, bonus shares, stock split, capital increase, ...) to be decided by the NRC with the spirit of maintaining the economic value of the option.</li></ul>
<b>Acceleration</b>	<ul style="list-style-type: none"><li>• All granted options to vest in case of change of control (see definition below) or delisting</li></ul>
<b>Accelerated Vesting Event</b>	<ul style="list-style-type: none"><li>• For Agility Global: (i) if anyone acquires a stake in Agility Global superior than the largest shareholder of Agility Global as at the grant date (other than Agility KSCP) or (ii) if someone acquires a 20% stake or increases an existing stake to 20% or more, whichever is the smaller (this should include existing shareholders increasing their existing stake in Agility Global)</li><li>• For Agility KSCP and NREC: if anyone acquires a stake superior than 20% (including increasing an existing Stake to 20% or more), but excluding any shareholders who as at the Date of Grant has a Stake in that entity equal to or greater than 20%;</li></ul>
<b>Compliance / insider trading</b>	<ul style="list-style-type: none"><li>• Insiders trading rules to be followed when granting the awards, exercising their options and / or selling shares</li><li>• Closed period as per ADX: beginning 10 Business Days before (i) the end of every quarter; and (ii) before the end of the fiscal year and ending on the day of the announcement of interim or year-end financial results (as applicable)</li></ul>
<b>Tax</b>	<ul style="list-style-type: none"><li>• Agility Global will pay mandatory employer's tax and social contributions related to the incentive plan (if applicable, at grant or vesting. depending on jurisdictions)</li><li>• Participants are responsible for declaring and paying income tax or capital gain tax related to incentive plan (if applicable, at grant or vesting. depending on jurisdictions)</li></ul>
<b>Governance</b>	<ul style="list-style-type: none"><li>• All matters related to the incentive plan to be approved by Agility Global's NRC</li></ul>

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