



## Free Share Award Global Appendix

Your participation in the Plan is governed exclusively by the Plan Documents, each as amended from time to time. This Global Appendix prevails in the event of any inconsistency with any other documents or communications relating to your participation in the Plan.

You should review all the provisions in Part A below and the provision(s) in Part B below that are specific to any jurisdiction that may be applicable to you.

Capitalized terms not defined in this Global Appendix have the meanings given to them in the Plan and/or the applicable Free Share Agreement, as relevant.

### Part A: Provisions Applicable to All Participants

By participating in the Plan, you acknowledge and agree to each of the following provisions.

#### 1. Documentation

You have read, understood and agree with the Plan Documents including any jurisdiction-specific notices in Part B below that may be applicable to you.

#### 2. Adequate information

You certify that you:

- have been given access to all relevant information and materials with respect to the operations and financial condition of the Company and participation in the Plan;
- have read and understood such information and materials;
- are fully aware and knowledgeable of the terms and conditions of the Plan; and
- completely and voluntarily agree to the terms and conditions of the Plan.

#### 3. No Public Offer

The Plan is strictly limited to employees or employed Executive Directors of the Company. Rights under the Plan are personal and may not be transferred, except in the very limited circumstances prescribed in the Plan and/or the applicable Free Share Agreement.

Eligibility to participate in the Plan, and any subsequent offers and participation, are not intended to constitute a public offer in any jurisdiction. You will keep all Plan Documents confidential and may not reproduce, distribute or otherwise make public any such documents without the Company's express written consent.



#### 4. Independent Advice Recommended

The information provided by the Company or any Group member or service provider (including, without limitation, plan administrators) in respect of the Plan does not take into account your individual circumstances, objectives, needs or financial situation and does not constitute legal, tax, investment or financial advice. Any tax or other information provided should therefore be considered as guidance only.

Awards and related benefits under the Plan are in no way secured, guaranteed or warranted by the Group and once your free shares have vested involves certain risks including those inherent in stock trading. You should exercise caution in relation to Plan offers and/or participation. You should obtain independent professional advice if you are in doubt about any of the contents of the Plan documents and before taking actions in relation to the Plan. You acknowledge that you have been given adequate opportunity to obtain such advice.

#### 5. No Additional Entitlements

The offer of participation in the Plan is strictly discretionary and neither the Plan Documents nor your employment or service agreement provides or implies any expectation or right in relation to:

- participation in the Plan or similar benefits or Awards in the future; or
- the terms, conditions and amount of any Awards that the Company may decide to offer in the future.

The Company may at any time modify, suspend or terminate the Plan, and/or your participation, at its entire discretion subject to and in accordance with the Plan.

You acknowledge that you are not automatically entitled to the exercise of any discretion under the Plan in the your favour, and that you do not have any claim or right of action in respect of any decision or omission that may operate to your disadvantage (even if such decision or omission is unreasonable, irrational or might otherwise be regarded as perverse or in breach of any duties). You accept that decisions made on behalf of the Company in respect of the Plan are final and binding in all respects.

These provisions apply regardless of whether offers or participation in the Plan are regular and repeated or on a one-time or otherwise exceptional basis, and whether the Plan administration involves your employing entity and/or its respective payroll.

#### 6. No Effect on Employment-Related Rights

Any compensation you receive (whether on a regular and repeated basis or on a one-time or otherwise exceptional basis, and regardless of whether the administration of such compensation involves your employing entity and/or its respective payroll) in connection with the Plan is not part of your base salary or wages.



The forfeiture (including reduction, cancellation or recoupment) provisions relating specifically to the participation in the Plan are prescribed in the Plan Documents. Such provisions are limited to participation in the Plan alone. Nothing in the Plan documents:

- will be taken into account in determining wages, salary, other remuneration or compensation, bonuses, payments of any kind upon termination of employment for any reason (whether or not found to be invalid, unlawful or in breach of employment laws in the jurisdiction where you are employed or providing services or the terms of your employment or service agreement, if any), pension or retirement arrangements and payments, or any similar payments to these or other employee benefits; or
- confers on you the right to continue as an employee or service provider of the Group.

The Plan Documents do not form part of your employment or service agreement and they do not change in any way the terms of such agreement.

## 7. No Substantive Employer Involvement

The Plan is offered and administered by the Company and not by your employing entity (if different). All Plan Documents, and any links by which you may access these documents, originate from and are maintained by the Company.

## 8. Electronic Communications

All Plan Documents may be communicated and stored electronically using means that are secure, private and accessible to the relevant parties. You consent to the sole use of electronic communications (including, without limitation, offer and acceptance) in connection with the Plan.

## 9. Data Protection

You acknowledge that your personal data will be processed in accordance with any applicable data privacy policy, notice and/or agreement that is applicable to you in connection with your employment.

## 10. Risk Warnings

**Share price risk:** there is a risk that Shares may fall or rise in value. Market forces may impact the price of Shares and, in the worst case, the market value of the Shares may become zero. You agree that the Group is not liable for any loss due to movements in Share value.

**Currency risk:** if Shares are traded in a currency that is not the currency of your jurisdiction, the value of the Shares to you may also be affected by movements in the exchange rate. There may also be an exchange rate risk in relation to any Plan-related currency that is not the currency of your jurisdiction. You agree that the Group is not liable for any loss due to movements in the exchange rate or any charges imposed in relation to the conversion or transfer of currency.



## 11. Insider Trading and Market Abuse

You acknowledge that rules on dealing notification, insider trading and market abuse (including the terms of any relevant dealing policy) may from time to time apply to the Awards and related benefits, and may prohibit or delay actions or decisions in relation to such payments or benefits. You agree that you are solely responsible for compliance with such rules and that the Group is not liable for any loss due to such rules or for any breaches of such rules by you.

## 12. Exchange Control and Resale Obligations

Under local exchange controls, currency controls or foreign asset reporting requirements, you may be subject to certain notification, approval and/or repatriation obligations with respect to Shares and any funds you may transfer or receive in connection with the Plan.

This may affect your ability to hold Shares, bring Shares into your jurisdiction, reinvest dividends and receive any applicable dividends, Share sale proceeds and other payments in a local or foreign account. You may further be subject to local securities law and/or exchange control restrictions and other obligations in the event of a resale of Shares.

You agree that you are solely responsible for ensuring compliance with any such obligations that may apply to you in connection with the Plan, and the Company recommends that you obtain independent professional advice in this regard. If you fail to comply with any such obligations, you agree that the Group is not liable in any way for resulting fines or other penalties.

## 13. Tax Responsibility

You acknowledge and agree that:

- all Plan benefits are likely to be subject to tax and social security in the jurisdiction(s) where you are employed, reside or are otherwise subject to taxation;
- the Group may withhold amounts in any Share and/or cash payments and make arrangements as considered appropriate to meet any tax or social security liability. This may include withholding amounts at the locally applicable maximum rates. Your liability may also exceed any amounts withheld and paid on your behalf;
- you are responsible for and bear any liability for any personal tax and social security charges or similar payments due in relation to your participation in the Plan;
- you indemnify the Group and agree to make any arrangements deemed appropriate by the Group to satisfy such payments.; and
- the Group does not warrant any particular tax treatment in relation to the Plan benefits.



#### 14. Mobile Employees

If you are a mobile employee, meaning that you are based in different jurisdictions during the course of your employment and/or your participation in the Plan or that you are or may be subject to tax in more than one jurisdiction, you are strongly encouraged to inform the Company and to consult a personal tax adviser(s) regarding the tax treatment of any Awards.

#### 15. English Language

You accept that the Plan Documents, including all related communications, may be in the English language only and it is possible that no translated or interpreted versions will be provided. The English versions of such documents will always prevail in the event of any inconsistency with translated or interpreted documents. You agree that you are responsible for ensuring that you fully understand the Plan Documents.



## Part B: Provisions Applicable to Participants in Specific Jurisdictions

You will be subject to the provisions set forth below where the laws of the relevant jurisdiction apply to you. Any relevant jurisdiction-specific provisions prevail in the event of any inconsistency with other provisions of this Global Appendix or other Plan documents.

These provisions are based on the securities, exchange control and other laws that are understood to be in effect in the relevant jurisdictions as of July 2024. Such laws are often complex and change frequently and these provisions do not take into account your individual circumstances. As a result, the Company strongly recommends that you do not rely on such information as your only source of information relating to the consequences of your participation in the Plan, and that you seek ongoing independent professional advice as appropriate.

### Australia

#### **Securities laws**

The offer to participate in the Plan is made in reliance of Division 1A of Part 7.12 of the *Corporations Act 2001* (Cth) (Act).

A copy of the rules is available at [www.shareplans.rolls-royce.com](http://www.shareplans.rolls-royce.com). Navigate to your country-specific information, and then go to 'Legal Documents'.

The Company undertakes, on request, at no charge and within 10 business days, to provide you with a full paper copy of the rules of the Plan.

Any advice given by Rolls-Royce Holdings Plc (Rolls-Royce), or any of its associated bodies corporate, in connection with Awards made pursuant to the Plan does not take into account your objectives, financial situation or needs. You should consider obtaining your own financial product advice from a person who is licensed by the Australian Securities and Investments Commission to give such advice.

Rolls-Royce's shares are traded on the London Stock Exchange ([www.londonstockexchange.com](http://www.londonstockexchange.com)). The market price of ordinary shares in Rolls-Royce can be ascertained by visiting the London Stock Exchange website (<https://www.londonstockexchange.com/stock/RR/rolls-royce-holdings-plc/company-page>).

The Australian dollar equivalent of that price can be ascertained by applying the prevailing exchange rate published by the Reserve Bank of Australia, which is accessible at the following link: <https://www.rba.gov.au/statistics/frequency/exchange-rates.html>.

#### **Risk warning**

Neither Rolls-Royce nor your employer guarantees a specified level of return in respect of your Award or any Shares. There is a risk that any Shares relating to your Award may fall as well as rise in value. The future value of Shares cannot be predicted with certainty. Market forces will impact the



price of any Shares relating to your Award and, in the worst case, the market value of the Shares may become zero. More information in relation to Rolls-Royce, including its share price, can be found at <https://www.rolls-royce.com/investors.aspx>.

### Data protection

The Company expressly informs you that, if you participate in the Plan:

- you consent to your employer, any of its related bodies corporate or any third party, collecting the personal information (including sensitive information) necessary to administer the Plan and disclosing any personal information necessary to administer the Plan to Rolls-Royce, any of its related bodies corporate or any third party engaged to assist in implementing the Plan, who may be situated in or outside Australia, including in jurisdictions that may not afford your information the same level of protection as Australian laws do; and
- you acknowledge that neither your employer nor any other company within the Rolls-Royce group will be required to take steps to ensure that Rolls-Royce, any of its related bodies corporate or any third party engaged to assist in implementing the Plan do not breach the Australian Privacy Principles.

### Tax deferral

This is a scheme to which Subdivision 83A-C of the Income Tax Assessment Act 1997 (Cth) applies, subject to the requirements in that Act.

## Bahrain

### Consent to English language

أؤكد أنني أتقن اللغة الإنجليزية وبالتالي أفهم تماماً محتوى وعواقب المشاركة في البرنامج. أوافق على أن جميع المستندات التي أتلقاها فيما يتعلق بالبرنامج ستكون باللغة الإنجليزية فقط.

## Belgium

### Consent to English language

Ik bevestig dat ik de Engelse taal begrijp en daarom de inhoud en gevolgen van deelname aan het Plan volledig begrijp. Ik ga ermee akkoord dat alle documenten die ik ontvang in verband met het Plan alleen in de Engelse taal zullen zijn

Je confirme que je comprends la langue anglaise et que je comprends donc parfaitement le contenu et les conséquences de ma participation au Plan. Je consens à ce que tous les documents que je recevrai en rapport avec le Plan soient rédigés en anglais uniquement.



Ich bestätige, dass ich die englische sprache verstehe und daher den Inhalt und die folgen der teilnahme an dem Plan vollständig verstehe. Ich bin damit einverstanden, dass alle dokumente, die ich im zusammenhang mit dem Plan erhalte, nur in englischer Sprache abgefasst sind.

## Brazil

### **Consent to English language**

Eu confirmo que entendo o idioma inglês e que, portanto, entendo integralmente o conteúdo e as consequências da participação no Plano. Eu dou meu consentimento ao recebimento de todos os documentos relacionados ao Plano somente no idioma inglês.

### **Private offer**

The Awards and the securities granted under the Plan have not been and will not be publicly issued, placed, distributed, offered or negotiated in the Brazilian capital markets and, as a result, will not be registered with the Brazilian Securities Commission (*Comissão de Valores Mobiliários*) (**CVM**). Therefore, the Awards will not be offered or sold in Brazil, except in circumstances which do not constitute a public offering, placement, distribution or negotiation under the Brazilian capital markets regulations.

If you are employed in Brazil, then by accepting your Award you agree and acknowledge that (i) neither your employer nor any person or entity acting on behalf of your employer has provided you with financial advice with respect to your Award or the Shares acquired upon settlement of your Award; and (ii) your employer does not guarantee a specified level of return on your Award or the Shares.

## Canada

### **Termination provisions**

You acknowledge that:

- if you Leave for any reason other than a favourable leaver reason as set out in the Free Share Agreement any unvested Free Share Awards you hold will Lapse;
- if you Leave for a favourable leaver reason as set out in the Free Share Agreement and keep your Free Share Award, any Plan Shares you have acquired must either be transferred or sold within 90 days of the communication from the Share Plan Administrator after you leave, and if you have not given the Share Plan Administrator instructions for what to do with your shares within the specified timeframe, then your Plan Shares will be managed as decided by the Committee, which may include the sale of all your Plan Shares on your behalf.
- You will not be entitled to receive residual cash amounts with a value of less than one Rolls-Royce share (or another amount specified by the Company from time to time).





By participating in the Plan, you acknowledge and accept that the above treatment will apply to your participation in the Plan effective on the date of termination of your employment with the Group. Notwithstanding anything in the Plan or your Award terms, the date of termination of your employment does not include any period of contractual, common law, civil law or reasonable notice of termination, regardless of whether any such termination of employment was lawful. If the applicable employment or labour standards legislation applies to your Award, then the date of termination of your employment is deemed to be the date immediately following the minimum prescribed period of notice required under such legislation.

### **Resale**

In addition to any restrictions on resale and transfer noted in the Plan Documents, Shares acquired pursuant to the Plan will be subject to certain restrictions on resale imposed by Canadian provincial securities laws (in general, participants in the offering who are resident in Canada may not resell their shares to Canadian purchasers). Accordingly, prospective participants are encouraged to seek legal advice prior to any resale of such Shares.

### **Voluntary participation**

By accepting this Award, you represent and warrant to the Company that your participation in the Plan is voluntary and that you have not been induced to participate by expectation of engagement, appointment, employment, continued engagement, continued appointment or continued employment, as applicable.

## Chile

### **Consent to English language**

Confirmando que entiendo el idioma inglés y, por lo tanto, entiendo completamente el contenido y las consecuencias de participar en el Plan. Doy mi consentimiento para que todos los documentos que reciba en relación con el Plan estén solo en idioma inglés.

### **Securities laws**

Neither the Company, the Plan nor the Shares have been registered in the Securities Registry (Registro de Valores) or in the Foreign Securities Registry (Registro de Valores Extranjeros) of the Chilean Commission for the Financial Market (CMF) (Comisión para el Mercado Financiero de Chile) and they are not subject to the control of the CMF. The Plan is ruled by General Regulation 336. As the Shares are not registered, the issuer has no obligation under Chilean law to deliver public information regarding the Shares in Chile. The Shares cannot be publicly offered in Chile unless they are registered with the CMF. The commencement date of the offer is August 2024.

Ni Rolls-Royce plc, ni el Plan ni las Acciones han sido registradas en el Registro de Valores o en el Registro de Valores Extranjeros que lleva la Comisión para el Mercado Financiero de Chile (CMF) y ninguno de ellos está sujeto a la fiscalización de la CMF. Esta oferta de Acciones se acoge a la Norma de Carácter General 336. Por tratarse de valores no inscritos, el emisor de las Acciones no tiene



obligación bajo la ley chilena de entregar en Chile información pública acerca de las Acciones. Las Acciones no pueden ser ofrecidas públicamente en Chile en tanto éstas no se inscriban en el Registro de Valores correspondiente. Se informa que la fecha de inicio de la presente oferta es agosto 2024."

### **Non-qualified investor wording**

Pursuant to General Regulation 336 (as amended), you are required to inform Rolls-Royce Holdings plc / the Company whether or not you are a "Qualified Investor" as defined in Norma de Carácter General 216 (General Regulation 216) of the CMF. By accepting the terms of your Award you state to Rolls-Royce Holdings plc / the Company that you are not a Qualified Investor, or if you are a Qualified Investor, that you have provided a separate statement acknowledging this to Rolls-Royce Holdings plc / the Company (please note that any such statement may be emailed to shareplans@rolls-royce.com). By accepting the terms of your Award, you further state to Rolls-Royce Holdings plc / the Company that you acknowledge: that the securities acquired in connection with the Plan are not registered in the CMF Securities Registry or Foreign Securities Registry and, therefore, such securities may not be publicly offered in Chile; and that since Rolls-Royce Holdings plc / the Company is not registered in the registries kept by the CMF, Rolls-Royce Holdings plc / the Company will not be subject to the CMF's oversight nor to the ongoing disclosure obligations imposed by the law and regulation on registered issuers.

De conformidad con la Norma de Carácter General 336 (en su versión modificada), usted está obligado a informar a Rolls-Royce Holdings plc / la Sociedad si es o no un "Inversionista Calificado" según se define en la Norma de Carácter General 216 de la CMF. Al aceptar las condiciones de su Participación, solicitar participar en el Plan o al no manifestar su exclusión voluntaria del Plan (según el caso), usted declara a Rolls-Royce Holdings plc / la Sociedad que no es un Inversionista Calificado o, si es un Inversionista Calificado, que ha proporcionado una declaración por separado reconociendo este hecho a Rolls-Royce Holdings plc / la Sociedad (dicha declaración puede enviarse por correo electrónico a shareplans@rolls-royce.com). Al aceptar los términos de su Adjudicación, solicitar participar en el Plan o al no manifestar su exclusión voluntaria del Plan (según el caso), declara además a Rolls-Royce Holdings plc / la Empresa que reconoce: que los valores adquiridos en relación con el Plan no se encuentran inscritos en el Registro de Valores de la CMF ni en el Registro de Valores Extranjeros y, por lo tanto, no podrá hacerse oferta pública en Chile de dichos valores; y que, dado que Rolls-Royce Holdings plc / la Sociedad no está inscrita en los registros mantenidos por la CMF, Rolls-Royce Holdings plc / la Sociedad no estará sometida a la fiscalización de la CMF ni a las obligaciones de información continua que, por ley y normativa, se exige a los emisores inscritos.

## China

### **Consent to English language**

本人兹确认通晓英语，因此本人充分理解本计划相关之内容以及本人若参加本计划后所会产生之影响。本人同意收到之所有关于本计划之文书，仅会以英文书写。



## Colombia

### **Consent to English language**

*Confirmo que entiendo el idioma inglés y, por lo tanto, entiendo completamente el contenido y las consecuencias de participar en el Plan. Doy mi consentimiento para que todos los documentos que reciba en relación con el Plan estén solo en inglés.*

## Egypt

أؤكد أنني أفهم اللغة الانجليزية، وبالتالي فإنني أفهم وبصورة تامة محتوى الخطة وعواقب المشاركة فيها. كما أوافق على أن تكون جميع المستندات التي ترد إلي بشأن الخطة مستندات مُعدة باللغة الانجليزية فقط.

## EUPR Wording – Applicable to all EU Countries

This offer is being made to selected employees as part of an employee incentive programme in order to provide an additional incentive and to encourage employee share ownership and to increase your interest in the success of Rolls-Royce. The company offering these rights is Rolls-Royce Holdings plc. The shares which are the subject of these rights are ordinary shares and C Shares in Rolls-Royce Holdings plc. More information in relation to Rolls-Royce Holdings plc including the share price can be found at the following web address: <https://www.rolls-royce.com/investors.aspx>.

Details of the offer can be found in the Plan Documents.

The obligation to publish a prospectus does not apply because of Article 1(4)(i) of the EU Prospectus Regulation. The total maximum number of shares which are the subject of this offer is 6.6 million ordinary shares and any C shares paid by Rolls-Royce Holdings plc as shareholder distributions in relation to those ordinary shares.

## Finland

### **Consent to English language**

Vahvistan, että ymmärrän englannin kieltä ja siten ymmärrän täysin Ohjelmaan osallistumisen sisällön ja seuraukset. Suostun siihen, että kaikki asiakirjat, jotka vastaanotan Ohjelmaan liittyen ovat ainoastaan englanninkielisiä.

## France

### **Consent to English language**

Je reconnais comprendre la langue anglaise et donc comprendre parfaitement le contenu du Plan et la portée de ma participation au Plan. J'accepte que tous les documents que je reçois et vais recevoir en relation avec le Plan ne me sont et ne me seront fournis qu'en langue anglaise.

## Germany



### **Consent to English language**

Ich bestätige, dass ich der englischen Sprache mächtig bin und daher den Inhalt und die Folgen der Beteiligung an dem Plan verstehe. Ich bin damit einverstanden, dass alle Unterlagen, die ich im Zusammenhang mit dem Plan erhalte, nur in der englischen Sprache abgefasst sind.

Tax advantages

I understand that the Plan is subject to German tax legislation, which means that there will be no tax or social security payable on the shares when they are unlocked at the Expected Vesting Date, so long as the value is less than EUR 2,000.

### [Hong Kong](#)

#### **Consent to English language**

我確認我懂英語，因此完全理解參與計劃的內容和後果。我同意我收到的與該計劃有關的所有文件將僅採用英語。

WARNING

The contents of this document have not been reviewed by any regulatory authority in Hong Kong. You are advised to exercise caution in relation to the offer. If you are in any doubt about any of the contents of this document, you should obtain independent professional advice.

#### **Private offer**

This offer of the Plan (the "Offer") is strictly private and only available to eligible employees of Rolls-Royce Solutions Hong-Kong Limited and Rolls-Royce International Hong-Kong branch limited. The Offer has also not been approved by the Securities and Futures Commission in Hong Kong and it should not be made in whole or in part to the public or any third-party.

No Awards earned or granted under the Plan may be transferred or assigned, except as expressly permitted by Rolls-Royce plc in writing.

### [Hungary](#)

#### **Consent to English language**

Igazolom, hogy tudok angolul és erre tekintettel teljes mértékben értem a Tervben való részvétel tartalmát és annak következményeit. Hozzájárulok ahhoz, hogy valamennyi dokumentum, amelyeket a Tervvel kapcsolatban kapok, kizárólag angol nyelvű lesz.

### [India](#)

#### **Private offer**



The securities described in the Plan Documents are being offered only to a select number of qualifying employees of Rolls-Royce Holdings, its subsidiaries or any associated company. Such employees may not be acting on behalf of or as an agent for any other person. Securities under the Plan will not be available for subscription or purchase by any other person.

The Award documentation does not invite offers from the public for subscription or purchase of the securities of any body corporate under any law for the time being in force in India. The website is not a prospectus under the applicable laws for the time being in force in India. The Company does not intend to market, promote, or invite offers for subscription or purchase of the securities of any body corporate by virtue of providing you with any Plan-related documents. The information provided in the Plan Documents is for record only. Any person who subscribes or purchases securities of any body corporate should consult their own investment advisers before making any investments. The Company shall not be liable or responsible for any such investment decision made by any person.

## Indonesia

### **Consent to English language**

*Saya mengonfirmasikan bahwa saya memahami bahasa Inggris dan oleh karena itu saya sepenuhnya memahami konten dan konsekuensi dari keikutsertaan dalam Program. Saya menyetujui bahwa seluruh dokumen yang saya terima sehubungan dengan Program akan dibuat hanya dalam bahasa Inggris.*

### **Private placement**

The Awards do not constitute an offer or sale of securities in Indonesia and are being granted to fewer than 51 individuals in Indonesia. For the purposes of calculating the number of individuals, the offer and grant to Indonesian nationals outside of Indonesia shall be considered a grant in Indonesia.

## Italy

### **Consent to English language**

Confermo che comprendo la lingua inglese e, conseguentemente, comprendo integralmente i contenuti e le conseguenze derivanti dalla partecipazione al Piano. Consento affinché tutti i documenti ricevuti in relazione al Piano siano redatti esclusivamente in lingua inglese.

## Japan

### **Consent to English language**

私は英語を理解しており、本プランの内容及び本プランに参加することの結果を完全に理解していることを確認します。私は、本プランに関連して私が受け取るすべての書類が英語のみで作成されることに同意します。



## Kuwait

### **Consent to English language**

أؤكد أنني أفهم اللغة الإنجليزية وعليه فإني أدرك تمامًا محتوى وعواقب المشاركة في الخطة. انني أوافق على أن جميع المستندات التي أتلقها فيما يتعلق بالخطة سوف تكون باللغة الإنجليزية فقط.

## Lebanon

### **Consent to English language**

أؤكد انني افهم اللغة الإنكليزية وبالتالي فإني افهم كليا مضمون ونتائج المشاركة في هذه الخطة. أوافق ان تكون جميع المستندات التي سوف استلمها والمتعلقة بهذه الخطة باللغة الإنكليزية فقط.

## Netherlands

### **Consent to English language**

Ik bevestig dat ik de Engelse taal begrijp en daarom ook de inhoud en de gevolgen van deelname aan het Plan. Ik ga ermee akkoord dat alle documenten die ik in verband met het Plan ontvang uitsluitend in de Engelse taal zijn opgesteld.

## New Zealand

### **Warning**

This is an offer of ordinary shares, including ordinary shares delivered following the vesting of the conditional Free Share Awards (including, in each case, the beneficial interest in those shares while held by the Nominee). The ordinary shares (and the ordinary shares delivered on the vesting of the conditional Free Share Awards) give you a stake in the ownership of Rolls-Royce Holdings plc. You may receive a return if shareholder distributions are paid.

If Rolls-Royce Holdings plc runs into financial difficulties and is wound up, you will be paid only after all creditors have been paid. You may lose some or all of your investment.

New Zealand law normally requires people who offer financial products to give information to investors before they invest. This information is designed to help investors to make an informed decision.

The usual rules do not apply to this offer because it is made under an employee share scheme. As a result, you may not be given all the information usually required. You will also have fewer other legal protections for this investment.



Rolls-Royce Holdings plc's ordinary shares are quoted on the London Stock Exchange. Rolls-Royce Holdings plc intends to quote these ordinary shares (and the ordinary shares delivered under the Free Share Awards) on the London Stock Exchange (the beneficial interest in shares and the conditional rights to shares under the Free Share Awards will not be quoted). This means you may be able to sell them (and the ordinary shares delivered on the vesting of the Free Share Awards) on the London Stock Exchange if there are interested buyers. The price will depend on the demand for the ordinary shares.

Free Share Awards may not be transferred or otherwise disposed of except on your death.

Ask questions, read all documents carefully, and seek independent financial advice before committing yourself.

### **Financial statements**

You can find the documents below at: [www.rolls-royce.com/investors](http://www.rolls-royce.com/investors):

- (i) Holdings' latest annual report (including the independent auditor's report on the financial statements)
- (ii) a copy of Holdings' group financial statements;

### Norway

#### **Consent to English language**

*Jeg bekrefter at jeg forstår det engelske språket og derfor fullt ut forstår innholdet og konsekvensene av å delta i ordningen. Jeg samtykker i at alle dokumenter jeg mottar i forbindelse med ordningen kun vil være på engelsk.*

### Oman

#### **Securities laws**

An entity marketing foreign securities in Oman is required to obtain a licence from the domestic services regulator, the Financial Services Authority (FSA). The Company considers that the offer under the GESPP does not amount to the marketing of foreign securities for these purposes. This offer is conditional on the FSA providing written confirmation that a licence is not required in relation to the offer of Shares (or C Shares). If the necessary confirmation is not obtained then your Award will lapse in full and you will have no rights to it, unless the Company decides otherwise.

#### **Consent to English language**

*أؤكد أنني أفهم اللغة الإنجليزية وبالتالي أفهم تمامًا محتوى وعواقب المشاركة في الخطة. أوافق على أن جميع المستندات التي ألقاها فيما يتعلق بالخطة ستكون باللغة الإنجليزية فقط.*

### Poland



### **Securities laws**

This offer is made pursuant to the 150 persons exemption in Poland and therefore no Information Document will be provided.

### **Consent to English language**

Potwierdzam, że rozumiem język angielski i w związku z tym w pełni rozumiem treść oraz konsekwencje uczestnictwa w Planie. Wyrażam zgodę na to, aby wszystkie dokumenty, jakie otrzymuję w związku z Planem, były sporządzone wyłącznie w języku angielskim.

### [Qatar](#)

### **Consent to English language**

أؤكد أنني أفهم اللغة الإنجليزية وبالتالي أفهم تمامًا محتوى الخطة وتبعات المشاركة فيها. وأوافق على أن تكون جميع المستندات التي أتسلمها بخصوص الخطة باللغة الإنجليزية فقط.

### [Saudi Arabia](#)

### **Consent to English language**

أؤكد أنني أفهم اللغة الإنجليزية وبالتالي أفهم تمامًا محتوى الخطة وعواقب المشاركة فيها، وأوافق على أن جميع المستندات التي استلمتها فيما يتعلق بالخطة ستكون باللغة الإنجليزية فقط.

### [Singapore](#)

### **Private offer**

This Plan has not been registered as a prospectus with the Monetary Authority of Singapore. Accordingly, this Plan and any other document or material in connection with the offer or sale, or invitation for subscription or purchase of the C shares and ordinary shares may not be circulated or distributed, nor may any such C shares and ordinary shares be offered or sold, or be made the subject of an invitation for subscription or purchase, whether directly or indirectly, to persons in Singapore other than pursuant to, and in accordance with the conditions of, an exemption under any provision of Subdivision (4) of Division 1 or Subdivision (4) of Division 2 (as the case may be) of Part 13 of the Securities and Futures Act 2001.

### **Capital markets wording**

The Awards and any C shares, and ordinary shares acquired relating to the Awards or C shares, are prescribed capital markets products (as defined in the Securities and Futures (Capital Markets Products) Regulations 2018) and Excluded Investment Products (as defined in MAS Notice SFA 04-N12: Notice on the Sale of Investment Products and MAS Notice FAA-N16: Notice on Recommendations on Investment Products).

### [South Korea](#)





### **Consent to English language**

본인은 영어를 이해하고 있으므로 본 플랜에 대한 내용 및 그에 따른 효과를 전적으로 이해하고 있습니다. 본인은 플랜 관련 서류들이 영어로만 작성되는 것에 대해 동의합니다.

### **Grantor**

If you are employed in the Republic of Korea then, notwithstanding anything set forth in the Plan Documents, your Free Share Award is granted by the Company, not your employer.

### Spain

#### **Consent to English language**

Confirmando que entiendo el idioma inglés y, por lo tanto, entiendo completamente el contenido y las consecuencias de participar en el Plan. Doy mi consentimiento para que todos los documentos que reciba en relación con el Plan estén solo en inglés.

### South Africa

This Award is being granted independently of the individual's employment contract, and the services that the individual provides under their employment contract are not consideration for the Award.

You should also be aware of the additional disclosures included in the document 'GESPP South Africa Plan Summary (S97)' which is available here at <https://shareplans.rolls-royce.com>. Navigate to your country, then go to 'resources' and then 'legal documents'.

### Taiwan

#### **Consent to English language**

本人茲確認通曉英語，因此本人充分理解本計畫相關之內容以及本人若參加本計畫後所會產生之影響。本人同意收到之所有關於本計畫之文書，僅會以英文書寫。

### Türkiye

#### **Consent to English language**

*İngilizce dilini ve dolayısıyla Plan'ın içeriğini ve Plan'a katılmanın sonuçlarını tam olarak anladığımı teyit ederim. Plan ile ilgili bana iletilen tüm belgelerin sadece İngilizce dilinde olacağını kabul ederim.*

#### **Private offer**

The Plan is not a public offering in terms of the Turkish Capital Markets legislation and the information provided in any Plan-related documents and the grant of Shares within the context of the Plan cannot be construed as a public offering or a private placement and is made to you as an



employee of the Company. You are not obligated to participate in the Plan and you may choose not to participate. Your decision to participate or not is entirely up to you. The grant of an Award, the receipt of Shares or cash or your decision to participate in the Plan (or not) does not change or supplement the terms of your employment or your career in any way. The Plan documents do not constitute an employee handbook or an employment contract between you and the Company.

The information set forth in the Plan documents is solely for informative reasons and the Company is not giving you investment or other financial advice and reserves the right to suspend, change, amend or supplement the terms of the Plan in whole or in part, for any reason at any time. If you are in doubt about the merits of the Plan you should contact your financial adviser.

## United Arab Emirates

### **Consent to English language**

أؤكد أنني أفهم اللغة الإنجليزية وبالتالي أفهم تماما محتوى المشاركة في الخطة وعواقبها، وأوافق على أن جميع الوثائق التي ألتقاها فيما يتعلق بالخطة ستكون باللغة الإنجليزية فقط

## United States

You should also be aware of the additional disclosures included in the document entitled 'GESPP Plan Summary' which is available here which is available at <https://shareplans.rolls-royce.com>. Navigate to your country, then go to 'resources' and then 'legal documents'.