



Rolls-Royce Long Term Incentive Plan (LTIP or Plan) - Global Appendix

Your participation in the Plan is governed exclusively by this Global Appendix, the Award Letter (including addendum 1 of the award letter which outlines any performance conditions which may apply to the Award), the rules of the Long Term Incentive Plan, and the Award Certificate, 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. Malus and Clawback

Your LTIP Award is subject to malus (before vesting) and clawback (after vesting) as detailed in the Malus and Clawback Policy, which you can find in your 'Documents' section on the Equiniti Dashboard page. These provisions will apply for 6 years following the Grant Date as set out above.



3. Extent of Vesting

Your LTIP Award may be reduced (including to zero) if the Remuneration Committee determines that the level of Vesting would otherwise not be appropriate, including when considering the wider performance of the Group or any Member of the Group, your personal performance or the experience of stakeholders.

4. Shareholder Rights

You will not have any shareholder rights (for example, voting rights) until the shares have vested.

5. 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.

6. 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.

The Plan has not been registered with, or reviewed by, any regulatory authority in any jurisdiction. Please refer to the addendum notes for additional content specific to your country.

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.



7. 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. The information contained in this document is general information only and should not be taken as investment or financial advice. 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.

8. 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 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.

9. 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.

10. Settlement of Award

The Committee may decide to settle your LTIP award (in whole or in part) in cash instead of Shares

11. Rolls-Royce Shareholding Requirements Policy

If you are a Person Discharging Managerial Responsibility (PDMR) then your Award is subject to the Rolls-Royce Shareholding Requirements Policy including any post cessation holding requirements that may apply.



12. 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.

13. 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.

14. Data Protection

We take processing your personal data very seriously, and in order to ensure that you have as much information as possible about how we handle your information, and your rights in relation to it, we have put all the details in one place – easily accessible for you. Please take the time to read our Share Plans Privacy Notice, which can be accessed in the Documents section of the Equiniti Dashboard.

15. 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.

16. 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.



17. 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.

18. 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.
- You may be required to enter into a tax election

19. 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.

20. 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.

Canada

Termination provisions

You acknowledge that:

- if you Leave for any reason other than a Good Leaver Reason as set out in the LTIP, any unvested Awards you hold will Lapse;
- if you Leave for a Good Leaver Reason as set out in the LTIP and keep your Award, any 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 Shares will be managed as decided by the Committee, which may include the sale of all your LTIP 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.

[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。

Terms applicable to Chinese Nationals based in China only - China SAFE

As a Chinese National living in China Schedule 3 of the Plan Rules applies to you.

The Company has registered the Plan with the China State Administration of Foreign Exchange ("SAFE"). The SAFE registration allows Chinese national employees of the Company's group to hold Shares acquired from vested Plan awards outside of China, if certain requirements are met. The SAFE process also regulates the flow of money in to China from the sale of any of these Shares.

The SAFE requirements now specify that for participants who leave the Company's group:



- Unvested awards: to the extent that Your LTIP Award does not lapse, it must vest shortly after leaving, the Shares acquired must be sold and all proceeds returned to the special foreign exchange account ("SAFE Account") approved by SAFE. This must all occur within six months of termination of employment with the Company's group. Whether or not your LTIP Award lapses or vests will be determined in accordance with the Plan rules and any conditions (including performance conditions) being met.
- Vested shares: any vested shares that are held in your Share Plan Account must also be sold and the funds remitted back to China within six months of the termination of employment with the Company's group.

ACCEPTANCE

Your LTIP Award is conditional upon your acceptance of the terms of the Plan set out in the Award Certificate and the Plan rules, including Schedule 3. Specifically in relation to Schedule 3 of the Plan rules, in the event of you leaving the Company's group, you:

- Authorise and instruct the sale (as soon as practicable following leaving the Company's group) of all shares subsequently acquired on vesting of your LTIP Award.
- Understand that you have five months following leaving the Company's group to sell any shares in your Share Plan Account. In the event of any shares remaining in your Share Plan Account after this five-month period you authorise and instruct the sale of these shares.
- Authorise and instruct the transfer of all proceeds from the sale of such Shares to the SAFE Account (less deductions for bank fees and tax amounts at the appropriate time and in the appropriate amount);
- Understand that a sale could include a purchase directly from you; and
- Acknowledge that neither the Company, any member of the Company's group nor the Company's designated broker is under any obligation to arrange for the sale or purchase of the Shares at any particular price.

Terms applicable to non Chinese Nationals based in China only (excluding international assignees)



As a non Chinese National living in China the following terms will apply to you if you leave the Company.

- If you are a 'bad leaver', your award will lapse.
- If you are a 'good leaver', unvested awards will be prorated to reflect time spent in the Plan between award date and leaving date, and:
 - will vest shortly after leaving, and;
 - will vest to the extent that the Company performance conditions (if any) are deemed to be satisfied by the Committee; and
 - will be satisfied in cash.
- Whether or not your LTIP Award lapses or vests will be determined in accordance with the Plan rules and any conditions (including performance conditions) being met.

As a non Chinese National living in China these terms will apply to you should you leave China under a Permanent International Transfer to another RR location.

- The award will be prorated to reflect your employment in China during the plan period, and will:
 - vest immediately and to the extent that the Company performance conditions (if any) are deemed to have been satisfied; and
 - will be satisfied in cash.
- The remaining portion of the award will continue to the normal vest date in accordance with the terms of the plan.

ACCEPTANCE

Your LTIP Award is conditional upon your acceptance of these terms of the Plan.

[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.

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.

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.

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。

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.

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).

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 أتلقاها فيما يتعلق بالخطة ستكون باللغة الإنجليزية فقط

United Kingdom

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 plc. The company offering these rights is Rolls-Royce plc. The shares which are the subject of these rights are shares in Rolls-Royce Holdings plc. More information in relation to Rolls-Royce plc and Rolls-Royce Holdings plc, including the share price can be found at the following web address: www.rolls-royce.com.

Details of the offer can be found on your Award certificate.

The obligation to publish a prospectus does not apply because of Section 86(1)(aa) of the Financial Services and Markets Act 2000 (as amended, supplemented or substituted by any UK legislation enacted in connection with the UK's exit from the European Union). The total maximum number of shares which are the subject of this offer is 2.3 million shares.

Nothing in the terms of the awards or any communication issued to you in connection with the awards is intended to constitute investment advice in relation to the awards. If you are in any doubt as to whether to proceed in participating in this plan or in connection with your own financial or tax position, you are recommended to seek advice from a duly authorised independent adviser.

United States

You should also be aware of the additional disclosures included in the document entitled US Plan summary which can be found in your 'Documents' section on the Equiniti Dashboard page.