PROJECT ELECTRON – EMPLOYEE INCENTIVE SCHEME

This term sheet outlines the key provisions that are expected to be included in the employee incentive scheme (the "**EIS**") for MEGA EquityCo (the "**Company**", together with its subsidiaries, the "**Group**") to be adopted at or following completion of the privatisation of ESR Group Limited ("**ESR**") by way of a scheme of arrangement by a consortium formed by Starwood, SSW, Sixth Street, Warburg Pincus, Qatar Holding and the Founders and their respective controlled entities (the "**Consortium**") (the "**Proposed Transaction**"). This term sheet does not represent a commitment of any nature from any person or any of its affiliates and/or respective representatives to enter into any contract, and remains subject to, among others, binding agreement between the parties on documentation and terms as well as approval of the EIS as a special deal under Rule 25 of the Takeovers Code. Capitalised terms that are not defined shall have the meanings given to them in the joint announcement on 4 December 2024 by MEGA BidCo and ESR under Rule 3.5 of the Takeovers Code in relation to the Proposed Transaction.

No.	Item	EIS provisions
1.	**Purpose of the EIS**	Following completion of the Proposed Transaction, the Company intends to adopt the EIS, typical of private equity owned businesses, to retain top talent and align the interests of senior management with the overall success of the Group by giving them economic exposure to the performance of the Group.
2.	**Pool Size**	The EIS shall have a pool size of initially up to 4% of the value of the equity of the Company upon an Exit (subject to increase if approved as a Special Board Matter under the shareholders' agreement of Company). The value of the EIS is expected to depend on performance of the Company and may include tranches tied to the future share price, internal rate of return, and/or multiple of invested capital. "**Exit**" means an IPO of the Company or the disposal of all, or substantially all of the shares in, or assets of, the Company. Any decision relating to allocations of equity under the EIS within the approved pool size shall be determined by the board of directors of the Company (the "**Board**").
3.	**Eligible Participants**	Eligible participants will comprise employees, directors, advisers and consultants of the Group (which may include the Founders but not, for the avoidance of doubt, other members of the Consortium or their affiliates). Anyone who is given an award under the EIS shall be known as a "**Participant"**.
4.	**Exercise Price**	Participants may be entitled to acquire certain shares in the Company or receive payments calculated by reference to the value of shares in the Company, upon exercise of the grants issued under the EIS ("**EIS Grants**"). The EIS Grants may be issued subject to a strike price to be determined by the Board or the Company's remuneration committee. The strike price may be zero.

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5.	**Vesting conditions and Performance Condition**	The EIS Grants are expected to be made subject to time vesting from the date of grant (subject to an ability to vary this on a case by case basis, including by deeming there to be an earlier grant date and for the Board to accelerate vesting). The majority of the awards are expected to be subject to the Company reaching certain return hurdles on Exit. In addition, the Board will have the flexibility to determine specific performance related criteria for each EIS Grant which can be based on individual or group wide performance.
6.	**Leaver Provisions**	The EIS Grants shall be subject to good and bad leaver provisions. A Participant will be: (a) a bad leaver if they were terminated for cause (to be defined to include bad boy acts, breach of agreement, breach of transfer restrictions, breach of compliance laws (including becoming a sanctioned person) or applicable company policies, and persistent failure to discharge their responsibilities to the Group), subsequently breach their restrictive covenants or are discovered to have committed acts which would have led to them being terminated for cause or if they have resigned ahead of an Exit; and (b) a good leaver in any other scenario, provided that the Board will have discretion to exercise discretion to make someone a good leaver if/when they cease to be employees. If a Participant is a bad leaver all of their vested and unvested EIS Grants will be forfeited for no consideration; and if they are a good leaver: (a) all of their unvested EIS Grants shall lapse; and (b) the Company can elect to crystallise a Participant's vested EIS Grants based on the then fair market value of the Group which may be settled in cash or through issuance of a zero coupon loan note which will be repaid on Exit. The fair market value of the Group shall be determined by the Board.
7.	**Exercise**	Exercise of vested EIS Grants will only be permissible upon an Exit, unless otherwise determined by the Board.
8.	**Cashless exercise and cash settlement;**	The Company may, in its discretion where an EIS Grant has an attached strike price, allow Participants to effect 'cashless' exercise (i.e. receiving a lower number of shares but no obligation to pay the strike price). The Company may in its discretion elect cash settlement of any EIS Grant, whereby it will pay the Participant cash equal to the value of

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		the relevant shares issuable upon exercise of EIS Grants, minus the exercise/strike price (if any).
9.	**Transfer and other restrictions**	The EIS Grants shall be non-transferable, other than with the consent of the Board. Any shares in the Company issued upon exercise of EIS Grants shall be subject to transfer restrictions under the articles of association of the Company
10.	**Restrictive covenants**	Each Participant will be expected to enter into typical non-compete, non-solicitation and exclusivity undertakings under the terms of the EIS (which may be different for different Participants depending on their role with the Group). Such undertakings shall survive for an agreed period following the later of: (i) such Participant's termination; (ii) such Participant ceasing to be engaged/appointed by a member of the Group, or such shorter period as determined by the Board in its sole discretion. It is anticipated that there shall be no payment for this period save as required as a matter of law.
11.	**Other**	The EIS will have other provisions as are customary for similar arrangements, including in relation to customary warranties and covenants in relation to the Group (including compliance/anti-corruption/sanctions related warranties and covenants), tax indemnity in favour of the Company in respect of any tax liability arising to the Company in connection with the EIS Grants and restructuring obligations that will apply upon a restructuring or Exit of the Company. The structure and terms of the EIS will be subject to tax structuring and local securities law analysis for all relevant jurisdictions in which the Participants are based and may involve the issuance of a separate class of shares in the Company. Any grants to be made under the EIS will be conducted in compliance with the constitutional documents of the Group and all applicable regulatory requirements.