

**SAGILITY B.V.**  
**INCENTIVE UNIT PLAN**

1. **Defined Terms.** Exhibit A, which is incorporated by reference, defines the terms used in the Plan and sets forth certain operational rules related to those terms.
2. **Purpose.** The Plan has been established to advance the interests of the Company and its subsidiaries by providing for the grant of Awards to Participants.
3. **Administration.** The Administrator has sole and discretionary authority, limited only to the extent required by the express provisions of the Plan, to administer and interpret the Plan and any Award Agreement; to determine eligibility for and grant Awards; to determine the “Distribution Threshold” applicable to any Award; to determine, modify or waive the terms and conditions of any Award; to prescribe forms, rules and procedures relating to the Plan and Awards; and to otherwise do all things necessary or desirable to carry out the purposes of the Plan or any Award Agreement. Determinations of the Administrator made under the Plan or any Award Agreement will be in the Administrator’s sole discretion and will be final and conclusive and will bind all Persons.
4. **Eligibility and Participation.** The Administrator will select Participants from among those service providers of the Company and its subsidiaries who are in a position to make a significant contribution to the success of the Company and its subsidiaries.
5. **Vesting; Treatment on Termination.** A Participant’s Award will vest on the terms and conditions set forth in the Participant’s Award Agreement. The Administrator may elect to accelerate the vesting of an Award (or any portion thereof). Unless the Administrator expressly provides otherwise, including in an Award Agreement, the following rules will apply to any Award requiring exercise if the applicable Participant’s Engagement terminates:
  - (a) In the event of termination of such Participant’s Engagement by the Company or its applicable subsidiary for Cause or by such Participant for any reason, then the Award held by such Participant (including any conditionally vested or fully vested Incentive Units comprising such Award) will automatically terminate and be cancelled by the Company without any consideration or further action required.
  - (b) In the event of termination of such Participant’s Engagement for any reason other than by the Company or its applicable subsidiary for Cause or by such Participant for any reason, (i) any Incentive Units comprising the Award held by such Participant that have not conditionally vested pursuant to such Participant’s Award Agreement will automatically terminate and be cancelled by the Company without any consideration or further action required and (ii) any Incentive Units comprising the Award held by such Participant that have conditionally vested pursuant to such Participant’s Award Agreement will remain outstanding and eligible to fully vest and receive payment upon the consummation of a Change-in-Control as though such Participant had remained in continuous Engagement as of such date. Notwithstanding the foregoing, the Administrator may elect within six (6) months following the date of such termination that the Measurement Date (as defined in the Participant’s Award Agreement) will be the date of such termination.

**6. Payment.** In the event of a Change-in-Control, the Company or its applicable Affiliate (excluding Sagility India Private Limited and its subsidiaries) will pay to each eligible Participant an aggregate amount equal to such Participant's Award Value (as calculated by the Administrator pursuant to such Participant's Award Agreement). Any payment made pursuant to this Section 6 will be paid as of or within thirty (30) days following the date of such Change-in-Control or, if later and so determined by the Administrator on the same schedule and under the same terms and conditions as apply to payments to equityholders of the Company generally pursuant to such Change-in-Control. Subject to Section 8(c) of the Plan, any amount owed with respect to an Award will be payable in cash.

**7. Restrictive Covenants.** In the event that a Participant breaches any Restrictive Covenants during or following such Participant's Engagement, such Participant's Engagement will be deemed to have been terminated for Cause, including retroactively if termination of such Participant's Engagement previously constituted a termination not for Cause.

**8. Terms Applicable to All Awards.**

(a) Award Provisions. The Administrator will determine the terms and conditions of all Awards, subject to the limitations provided herein. By accepting (or, under such rules as the Administrator may prescribe, being deemed to have accepted) an Award, each Participant shall be deemed to have agreed to the terms of the Award and the Plan. Notwithstanding any provision of this Plan to the contrary, awards of an acquired company that are converted, replaced or adjusted in connection with the acquisition may contain terms and conditions that are inconsistent with the terms and conditions specified herein.

(b) Taxes. All payments made by the Company or any of its Affiliates with respect to an Award will be reduced by any tax or other amounts required to be withheld by the Company or any of its Affiliates to the extent required by applicable law.

(c) Adjustments; Covered Transactions.

(i) In the event of any stock split, stock dividend, combination of shares, recapitalization or other similar change in the Company's capital structure that constitutes an equity restructuring within the meaning of FASB ASC Topic 718 (or any successor provision), the Administrator will make appropriate adjustments to the number and kind of securities subject to an Award, the "Distribution Threshold" applicable to an Award, and any other provision of an Award determined by the Administrator to be affected by such change. The Administrator may also make adjustments of the type described in this Section 7(c) in connection with any other event if the Administrator determines that such adjustments are appropriate to avoid economic distortion in the operation of an Award, including without limitation downward adjustment of the "Distribution Threshold" applicable to an Award in connection with the release or payment of any amounts to the prior owners of Sagility LLC and its Affiliates in connection with EQT Asia's initial acquisition of Sagility LLC and its Affiliates.

(ii) In the event of a Covered Transaction, an Award will be subject to the agreement or arrangement governing the terms of the Covered Transaction, which may provide, without limitation, for (A) the assumption or substitution of such Award with a similar award by

an acquiring or surviving entity (which may include requiring a Participant to exchange or convert such unvested portion of an Award for other assets or rights pursuant to the Covered Transaction), (B) a cash-out of an Award (including for no payment if the Fair Market Value of such Award is zero at the time of the Covered Transaction) or (C) the termination of the unvested portion of an Award without payment in respect thereof.

(iii) Nothing in this Section 7(c) will limit the rights of the Company under its governing documents.

(d) Personal Data. Each Participant, by accepting an Award, acknowledges that in the context of such Participant's Award Agreement and this Plan, the Company (having its offices at Herikerbergweg 88, 1101CM Amsterdam, the Netherlands) shall process certain personal data within the meaning of the (EU) 2016/679 General Data Protection Regulation (*i.e.* the name and signature of the Participant and the corresponding Award to which the Participant is entitled under the Participant's Award Agreement) to fulfill its obligations under the applicable Award Agreement and the Plan and to comply with legal obligations to which the Company is subject. Such personal data will be shared by the Company with Vistra Management Services (Netherlands) B.V. and, where relevant, with external advisors and competent authorities in so far as this is necessary for said purposes. The Company will keep each Participant's personal data as long as necessary for the same purposes and in any case up to five (5) years after termination of such Participant's Engagement. The Company shall process the personal data solely within the European Union. Each Participant has (under certain circumstances) the right to request the Company to access, rectify or delete such Participant's personal data processed by the Company, or to object to or have restricted the processing of these personal data and to comply with such Participant's right to data portability, by contacting the Company, or to lodge a complaint with the Dutch Data Protection Authority.

(e) Power of Attorney. Each Participant, by accepting an Award, irrevocably constitutes and appoints the Administrator with full power of substitution, acting jointly or severally, as his attorney-in-fact and agent to sign, execute and deliver, in such Participant's name and on such Participant's behalf, all or any such agreement, deeds, instruments, documents and/or any counterpart thereof or certificates or to take any such action as it deems necessary from time to time or as is required under any applicable law to conduct the business of the Company, including (without limitation) the power and authority to sign, execute and deliver (or attach signature pages to) (i) any agreements, deeds, instruments or documents reasonably necessary to satisfy such Participant's obligations hereunder or under such Participant's Award Agreement or (ii) such documents as the Administrator deems necessary in good faith to effectuate (y) a customary lock-up following a public offering, or (z) the conversion of the Company to a corporation. This power of attorney is given to secure the obligations of such Participant hereunder and under such Participant's Award Agreement and deemed coupled with an interest of the Administrator and is irrevocable.

(f) Rights Limited. Nothing in the Plan will be construed as giving any Person the right to be granted an Award or to continued Engagement, or any rights as an equityholder of the Company or any of its Affiliates.

(g) Coordination with Other Plans. Awards under the Plan may be granted in tandem with, or in satisfaction of or substitution for, other Awards under the Plan or awards made under other compensatory plans or programs of the Company or any of its Affiliates.

**9. Amendment and Termination.** The Administrator may at any time or times amend the Plan or any outstanding Award for any purpose which may at the time be permitted by applicable law, and may at any time terminate the Plan as to any future grants of Awards; provided, however, that except as otherwise expressly provided in the Plan, the Administrator may not, without the applicable Participant's consent, alter the terms of an Award so as to affect materially and adversely such Participant's rights under the Award, unless the Administrator expressly reserved the right to do so at the time the Award was granted. For the avoidance of doubt, an adjustment or other change to an Award pursuant to the terms of Section 10 of this Agreement or under the Company's governing documents or any other action taken with respect to an Award under the terms of the Company's governing documents will not be treated as an amendment requiring the Participant's consent.

**10. Miscellaneous.**

(a) Other Compensation Arrangements. The existence of the Plan or the grant of any Award will not in any way affect the Company's or any of its Affiliates' right to award a person bonuses or other compensation in addition to Awards under the Plan.

(b) Unfunded Plan. The Company's obligations under the Plan are unfunded, and Participants will have no right to specific assets of the Company in respect of any Award. Participants will be general unsecured creditors of the Company with respect to any amounts due or payable under the Plan.

(c) Establishment of Sub-Plans. The Administrator may from time to time establish one or more sub-plans under the Plan for purposes of satisfying applicable Law. The Administrator will establish such sub-plans by adopting supplements to the Plan setting forth (i) such limitations on the Administrator's discretion under the Plan as the Administrator deems necessary or desirable and (ii) such additional or alternative terms and conditions as the Administrator deems necessary or desirable. All supplements adopted by the Administrator will be deemed to be part of the Plan, but each supplement will apply only to Participants within the affected jurisdiction and the Company will not be required to provide copies of any supplement to Participants in any jurisdiction that is not affected.

(d) Governing Law; Arbitration.

(i) The Plan and any Award Agreements issued hereunder will be governed by and construed in accordance with the laws of the Netherlands. Subject to Section 10(d)(ii) below, the parties hereto agree that any litigation that may be filed to assert claims that arise out of or relate to the Plan, any Award Agreement or any Award will be commenced in the Netherlands. Each Participant, by accepting an Award, agrees that either of these courts shall have personal jurisdiction over all parties and is a proper venue for such litigation.

(ii) Any dispute that arises out of or relates to the Plan or any Award Agreement, or that arises out of or is based upon any Award, in each case, other than in respect of

either party seeking preliminary or permanent injunction in the event of a breach or threatened breach of any provision of the Plan or an Award Agreement shall be resolved by final and binding arbitration. Each Participant and the Company, with respect to any such dispute, shall attempt in good faith to select a mutually agreeable arbitrator, and if the parties fail to agree on an arbitrator within twenty-one (21) days of a written notice by a party, then an arbitrator shall be appointed. Arbitration shall, except as otherwise agreed, be conducted in the Netherlands.

**11. Further Acknowledgements of each Participant.**

(a) Each Participant acknowledges that the Participant has carefully read the Plan and the Participant's Award Agreement and agrees, on behalf of the Participant and on behalf of the Participant's beneficiaries, estate and permitted assigns, to be bound by all of the provisions set forth herein and in the Award Agreement, and that the Award issued to the Participant is subject to all of the terms and provisions of the Plan and the Award Agreement.

(b) Each Participant acknowledges that nothing in the Plan or any Award Agreement (including exhibits hereto or thereto) alters the nature of the Participant's Engagement or limits the ability of the Company (or an applicable subsidiary) or the Participant to terminate the Participant's Engagement at any time. Each Participant acknowledges having been afforded a reasonable opportunity to consult with financial or legal advisors regarding the consequences of the Participant's acceptance of an Award on the terms and conditions set forth in the Plan and the applicable Award Agreement.

**12. Plan Construction.** In the Plan and in any Award Agreements issued hereunder, unless otherwise stated, the following uses apply:

(a) in computing periods from a specified date to a later specified date, the words "from" and "commencing on" (and the like) mean "from and including," and the words "to," "until," and "ending on" (and the like) mean "to and including";

(b) the words "include," "includes," and "including" (and the like) mean "include, without limitation," "includes, without limitation," and "including, without limitation" (and the like), respectively;

(c) all references to articles, sections, and exhibits are to articles, sections, and exhibits in or to the Plan;

(d) all words used will be construed to be of such gender or number as the circumstances and context require;

(e) the captions and headings of articles, sections, and exhibits have been inserted solely for convenience of reference and will not be considered a part of the Plan, nor will any of them affect the meaning or interpretation of the Plan;

(f) any reference to an agreement, plan, policy, form, document, or set of documents, and the rights and obligations of the parties under any such agreement, plan, policy, form, document, or set of documents, will mean the agreement, plan, policy, form, document, or set of documents,

documents as amended from time to time, and any and all modifications, extensions, renewals, substitutions, or replacements thereof;

- (g) the singular form will include, if appropriate, the plural; and
- (h) all accounting terms not specifically defined will be construed consistent with GAAP.

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## EXHIBIT A

### Definition of Terms

The following terms, when used in the Plan, will have the meanings and be subject to the provisions set forth below.

**“Administrator”** means the Board, except that the Board may delegate its authority under the Plan to a committee of the Board (or one or more members of the Board), in which case references herein to the Board will refer to such committee (or members of the Board).

**“Affiliates”** means, with respect to any person or entity, all persons and entities directly or indirectly controlling, controlled by or under common control with such person or entity, where control may be by management authority, equity interest or otherwise.

**“Award”** means any award of Incentive Units granted under, as subject to all of the terms and conditions of, the Plan.

**“Award Agreement”** means a written agreement between the Company and a Participant evidencing an Award.

**“Board”** means the Board of Directors of the Company.

**“Cause”** means, as to any Participant, the occurrence of any of the following, as determined by the Board or its designee in its reasonable judgment: (i) the Participant’s material failure to perform (other than by reason of disability), or substantial negligence in the performance of, the Participant’s duties and responsibilities to the Company or any of its Affiliates, which material failure or substantial negligence, if capable of cure, is not cured by the Participant within twenty (20) days following the Board’s or its designee’s notice to the Participant of such material failure or substantial negligence; (ii) the Participant’s breach of any Restrictive Covenants; (iii) the Participant’s material breach of any other provision of any written agreement by and between the Participant and the Company or any of its Affiliates, which material breach, if capable of cure, is not cured by the Participant within twenty (20) days following the Board’s or its designee’s notice to the Participant of such material breach; (iv) the Participant’s commission of, or plea of nolo contendere to, a felony or other crime involving moral turpitude; (v) the Participant’s fraud, theft, embezzlement or material dishonesty with respect to the Company or any of its Affiliates; or (vi) other conduct by the Participant that is or could reasonably be expected to be harmful to the business interests or reputation of the Company or any of its Affiliates.

**“Change-in-Control”** means any transaction or series of related transactions in which (i) Sagility Holdings, B.V. or its direct or indirect equityholders (collectively, the “Lead Investor”) cease to hold, directly or indirectly, at least 26% of the outstanding equity interests of the Company and (ii) the Lead Investor no longer has the power to control the majority of the composition and voting power of the Board. For the avoidance of doubt, in the event of a public offering that does not constitute a Change-in-Control, Awards will remain outstanding in accordance with their terms, including the terms and conditions of this Plan.

**“Company”** means Sagility B.V.

**“Covered Transaction”** means any transaction in which (i) one or more classes of securities issued by the Company are converted into, or exchanged for, securities in another form issued by the Company or any of its direct or indirect parents, subsidiaries or affiliated Persons, (ii) the Company merges or otherwise combines with one or more Affiliates of the Company, with the Company surviving any such merger or combination, (iii) a Change-in-Control, or (iv) any other transaction the Board determines to be a Covered Transaction.

**“Engagement”** means a Participant’s employment or other service relationship with the Company or any of its applicable subsidiaries. A Participant will be deemed to continue Engagement (i) so long as such Participant is employed by or otherwise providing services to the Company or any of its subsidiaries, and (ii) if such Participant’s relationship is solely with an entity that ceases to be a subsidiary of the Company, such Participant will be deemed to cease Engagement when the entity ceases to be a subsidiary unless such Participant transfers Engagement to the Company or a remaining subsidiary of the Company.

**“EQT Asia”** means EQT Private Capital Asia’s applicable investment funds and its Affiliates.

**“Fair Market Value”** means the fair market value of common interest of the Company as of the relevant Measurement Date set forth in the relevant Award Agreement, as determined by the Administrator in good faith.

**“Incentive Unit”** means a notional share in the equity value of the Company entitling the relevant Participant to a cash payment in connection with a Change-in-Control, as set forth in the Plan and the relevant Award Agreement. For the avoidance of doubt, an Incentive Unit is not an equity security or equity interest in the Company or any of its Affiliates.

**“Participant”** means a person who is granted an Award, as determined by the Administrator.

**“Plan”** means the Company’s Incentive Unit Plan.

**“Restrictive Covenants”** means, as to any Participant, any restrictive covenants related to confidentiality, non-competition, non-solicitation, no-hire, non-disparagement and/or assignment of intellectual property rights set forth in any other agreement by and between the Participant and the Company or any of its Affiliates (including without limitation the Restrictive Covenant Agreement appended to the Participant’s Award Agreement).