

[name and address]

By email to [●]

[date]

Dear [name]

Appointment as Non-Executive Director of Rentokil Initial plc (“the Company”)

On behalf of the Company I write to set out the revised terms of your appointment as a Non-Executive Director of the Board of Directors (the “**Board**”) of the Company [and as a member of the Audit/Remuneration/Nomination Committees] (“**the Appointment**”). These revised terms replace those in your previous appointment letter with effect from 1 July 2024. The terms of the Appointment which are set out below shall in any event be subject to the Articles of Association of the Company (“**the Articles**”) and will not be taken to exclude or vary the terms of the Articles as they apply to you except where expressly provided to do so.

1. Appointment as Director

- 1.1 The Appointment is subject to the Articles, any necessary resolutions, and the terms and conditions set out in this letter.
- 1.2 Under the Articles, all Directors are subject to annual re-election by shareholders at the Company's Annual General Meeting. Continuation of the Appointment is conditional on satisfactory performance and such annual re-election. Despite any mutual expectation, there is no right to re-nomination by the Board. It is normally expected that a Non-Executive Director will not serve on the Board for more than nine years from the date of their first appointment.

2. Time Commitment

As you are aware, the nature of the role makes it impossible to be specific about the time commitment required, but we anticipate that you will have a time commitment of approximately twenty days per annum, and will generally not exceed two days in any month. This will include attendance at Board meetings, Committee meetings and the Company's Annual General Meeting in accordance with the standing Board calendar, which forms part of the Board Governance Procedures and Practices (see below). Wherever possible, formal Board Committee meetings are held on the previous day or the same day as Board meetings. In addition, you should be prepared to attend meetings with shareholders if they should so request. It will be necessary for you to devote preparation time ahead of each meeting described in this paragraph. You may be required to devote additional time to your duties when the Company is undergoing a period of particularly increased activity (such as an acquisition or takeover).

By accepting this Appointment, you confirm that you are able to allocate sufficient time to fulfil the role of Non-Executive Director of the Company.

3. Membership of Committees of the Board

Your membership of one or more of the Company's Board Committees will be on the same terms as your membership of the Board. In addition, terms of reference specific to each committee will apply and that, in the case of a chairmanship of a Board Committee, additional fees may be payable as agreed from time to time by the Non-Executive Directors' Fees Committee of the Board.

4. Board and Committee Dates

A schedule of committed Board and Committee meeting dates will be provided to you separately.

5. Role, Powers and Duties

5.1 As a Non-Executive Director you will have the same general legal responsibilities to the Company as any other Director. The Board as a whole is collectively responsible for the success of the Company. The Board:

- provides entrepreneurial leadership of the Company within a framework of prudent and effective controls which enable risk to be assessed and managed;
- sets the Company's strategic aims, ensures that the necessary financial and human resources are in place for the Company to meet its objectives, and reviews management performance; and
- sets the Company's values and standards and ensures that its obligations to its shareholders, key stakeholders and others are understood and met.

All Directors must take decisions objectively in the interests of the Company.

In addition to these requirements which apply to all Directors, the role of a Non-Executive Director has the following key elements:

- **strategy:** Non-Executive Directors should constructively challenge and help develop proposals on strategy;
- **performance:** Non-Executive Directors should scrutinise the performance of management in meeting agreed goals and objectives and monitor the reporting of performance;
- **risk:** Non-Executive Directors should satisfy themselves on the integrity of financial information and that financial controls and systems of risk management are robust and defensible; and
- **people:** Non-Executive Directors are responsible for determining appropriate levels of remuneration of Executive Directors and have a prime role in appointing, and where necessary removing, Executive Directors and in succession planning.

5.2 You will exercise such powers and perform such duties as are appropriate to you in your role as a Non-Executive Director of the Company. There are no formal terms of reference for the Board

but your attention is drawn to sections 1 and 2 of the Board Governance Procedures and Practices manual referred to below, which respectively set out the functions of the Board and the matters reserved for the approval of the Board.

You agree to accept all reasonable directions from and all regulations of the Company including, without prejudice to the generality of the foregoing, all regulations from time to time in force with respect to confidentiality, dealings in shares and notifications required to be made by a Director of the Company or of any other regulatory body under the UK Companies Act 2006 (the “Act”), the Articles or any other applicable regulations. In addition, you will observe the terms and conditions of The City Code on Takeovers and Mergers, the UK Financial Conduct Authority (FCA) Listing Rules and the Disclosure Guidance and Transparency Rules sourcebook, the applicable US SEC rules and regulations and NYSE listing standards and any other relevant regulations that may apply to the Company and its Directors.

Copies of the Board Governance Procedures and Practices manual and the Articles of Association of the Company will be provided to you separately.

- 5.3 You will comply with the Company’s Anti-Bribery and Corruption policy and procedures (a copy of which will be provided to you separately).
- 5.4 You will comply with the Code of Conduct of the Rentokil Initial Group from time to time, to the extent that it can reasonably be applied in relation to a Non-Executive Director’s Appointment (a copy of which will be provided to you separately).
- 5.5 The Company will provide a comprehensive and tailored induction, and this will be organised through the Company Secretary’s office. We will also arrange for site visits and meetings with executive and senior management as requested.

6. Independence

The Board has determined you to be independent in accordance with provision 10 of the UK Corporate Governance Code and you will be identified as such in the Annual Report and other documentation. If circumstances change which may impact this assessment, you should discuss this with the Chair of the Board as soon as practicable.

7. Review Process

The performance of individual Directors and the whole Board and its Committees is evaluated annually. If, in the interim, there are any matters which cause you concern about your role you should discuss them with the Chair of the Board as soon as is appropriate.

8. Remuneration

Your fee for being a Non-Executive Director of the Company is £78,000 per annum, payable quarterly in arrears, and is reviewed from time to time. You will also receive a travel allowance for intercontinental travel of £5,000 per meeting. [The role of [Audit/Remuneration] Committee Chair / Senior Independent Director receives an additional £20,800 per annum.]

You will have no entitlement to any bonus, option scheme or any other performance-related remuneration during the appointment and no entitlement to participate in any pension scheme operated by the Company.

Any payment or benefit made to you under this letter is subject to and conditional on such approval by the shareholders of the Company as may be required by law. The Company reserves the right to withhold or require repayment of all or part of any such payment or benefit if and to the extent that it is necessary to do so in order to comply with regulatory or legal requirements.

9. Expenses

- 9.1 The Company will reimburse you for all reasonable travelling, hotel and incidental expenses which you may incur in attending and returning from meetings of the Board or Committees of the Board or general meetings of the Company or any other meeting at which as a Director you are entitled or invited to attend and you shall be paid all expenses properly and reasonably incurred by you in the conduct of the Company's business or in the discharge of your duties as a Director. Expense claims should be submitted to the Company Secretary and, wherever possible, receipts or similar evidence of expenditure should be provided to support claims.
- 9.2 A car mileage allowance of 64p per mile is payable to Non-Executive Directors who use their own cars on Company business (for example, to attend Board meetings).

10. Independent Advice

Your attention is drawn to section 7 of the Board Governance Procedures and Practices manual which sets out the basis upon which Directors may obtain independent professional advice.

11. Confidential Information, Conflicts of Interest, etc.

You shall not, either during the term of your Appointment as a Director or thereafter:

- (a) use to the detriment or prejudice of the Company or its subsidiaries (the **Group**) or divulge or communicate to any person any trade secret or any other confidential information concerning the business or affairs of the Company or the Group (except to employees or Directors of the Group whose province it is to know the same in the proper course of your duties), which may have come to your knowledge during the term of your Appointment hereunder; or
- (b) use for your own purpose or for any purposes other than those of the Group any information or knowledge of a confidential nature which you may from time to time acquire in relation to any member of the Group but so that this restriction shall cease to apply to any information or knowledge which may come into the public domain (otherwise than through your default or the known default of any other person).

Your attention is drawn to the requirements under both legislation and regulation as to the disclosure of inside information or material non-public information. You should avoid making any statements that might breach these requirements.

12. Other directorships and business interests

You hereby confirm that you have declared any conflicts that are apparent at present. Under the Act, there are a number of statutory duties, which are the personal responsibility of each Director and not of the Company. Four such duties are of particular relevance on the matter of conflicts of interest as follows:

- (a) a duty to avoid a situation in which you have a direct or indirect interest which can conflict with that of the Company (situational conflicts) unless authorised by the Directors (s. 175 of the Act);

- (b) a duty to disclose any interest in a proposed transaction or arrangement with the Company (s. 177 of the Act) and a separate and independent duty to disclose any interest in an existing transaction or arrangement with the Company (transactional conflicts);
- (c) a duty not to accept benefits from third parties (s. 176 of the Act); and
- (d) a duty to exercise independent judgement (s. 173 of the Act).

In the event that you become aware of any potential conflicts of interest these should be disclosed to the Chair of the Board and the Company Secretary as soon as they become apparent.

During your Appointment as a Director you will consult with the Chair of the Board prior to accepting any other (or further) directorships of publicly quoted companies, or any major external appointments. The agreement of the Chair of the Board should be sought before accepting additional commitments that might impact on the time you are able to devote to your role as a Non-Executive Director of the Company. Additional external appointments should not be undertaken without prior approval of the Board.

13. Termination of Appointment

- 13.1 Your Appointment as a Non-Executive Director shall terminate on whenever is the earlier of (i) the date you are not re-elected at an AGM, (ii) your removal as a Director by a resolution passed by our shareholders at a general meeting, or (iii) your ceasing to be a Director for any other reason whether pursuant to the Articles, applicable law, the terms of this letter or otherwise.
- 13.2 Without prejudice to paragraph 13.4, you may terminate the Appointment at any time by giving three months' notice in writing. The Company (acting through the Board) may also terminate the Appointment (i) by giving three months' notice in writing or (ii) in accordance with the Articles at any time.
- 13.3 On termination of the Appointment, you will resign as a Director of the Company and any member of the Group. The Company Secretary is irrevocably authorised to sign a letter of resignation on your behalf as your attorney if you fail to do so.
- 13.4 Upon termination of the Appointment (howsoever terminated), you will not be entitled to any damages for loss of office and no fee will be payable to you in respect of any unexpired notice period under paragraph 13.2 unless the Company in its sole discretion determines otherwise.
- 13.5 You will promptly, whenever requested by the Company and in any event upon your ceasing to be a Director of the Company, deliver up to the Company all lists of clients or customers, correspondence and all other documents, papers and records which may have been prepared by you or have come into your possession as a Director of the Company, and you shall not retain any copies thereof. Title and all intellectual property rights therein shall vest in the Company.

14. Indemnity

The Company will provide you with an indemnity in respect of liabilities incurred during the course of your Appointment.

15. Directors' and Officers' Liability Insurance

The Company has taken out insurance cover for directors' and officers' liabilities, summary details of which will be provided to you separately. The Company will continue to maintain cover for a period of

six years from the cessation of your appointment (but only for so long as it maintains such cover for its officers and directors generally).

16. Data Protection

- 16.1 The Company will collect and process information relating to you in accordance with the Company’s data privacy notice (a copy of which is available on our website [here](#)).
- 16.2 When handling personal data in connection with your appointment by the Company on the terms of this letter, you shall comply with the Company’s data protection policy.

17. Publication of this letter of appointment

In line with the Act, the Company must make a copy of this letter available to shareholders upon request.

18. Miscellaneous

It is agreed that this letter constitutes a contract for services and not a contract of employment.

Your Appointment, and any non-contractual obligations arising out of or in connection with the Appointment, are governed by, and shall be construed in accordance with, the laws of England. The Courts of England shall have exclusive jurisdiction in relation to all disputes arising out of or in connection with the Appointment.

Would you please sign and return the duplicate copy of this letter by way of acceptance of its terms.

Yours sincerely,

Rachel Canham
Group General Counsel & Company Secretary

Board Appointment Letter

I confirm acceptance of the terms of appointment as set out in the above letter.

Signed

.....
[name]

Date