

TIZIANA LIFE SCIENCES LTD
2021 EQUITY INCENTIVE PLAN
UNITED KINGDOM SUPPLEMENT

1. Introduction

- 1.1 Expressions used in this United Kingdom Supplement (the “*Supplement*”) shall bear the same meanings as in the Tiziana Life Sciences Ltd 2021 Equity Incentive Plan (the “*Plan*”) and/or the applicable Award Agreement unless the context otherwise requires or unless they are expressly given different meanings.
- 1.2 This Supplement shall apply to any Award granted to a Participant who is resident in the United Kingdom for tax purposes at the time the Award is granted or on the occurrence of any taxable event in respect of the Award and to any Participant who is not resident in the United Kingdom at such time(s) but who is granted the Award in respect of duties performed in the United Kingdom (a “*UK Participant*”).
- 1.3 This Supplement has effect pursuant to Section 13 of the Plan and is supplemental to and should be read as a part of the Plan and the applicable Award Agreement. In the case of a UK Participant, the terms of this Supplement shall have effect in priority to the terms of any Award Agreement and the Plan, and in the event of any inconsistency between this Supplement and an Award Agreement or the Plan, the terms of this Supplement shall apply.

2. Additional Terms for UK Participants

- 2.1 *Employer National Insurance Contributions Indemnity.* In the case of any Award to a UK Participant in the form of Options, Restricted Stock, Restricted Stock Units, Performance Stock, Performance Stock Units or Other Share-Based Award, if required by the Board, it shall be a condition of such Award that the UK Participant irrevocably agrees that the Company and/or any applicable Subsidiary may recover from the UK Participant the whole or any part of any employer National Insurance Contributions, Apprenticeship Levy or other social security contributions for which the Company and/or any applicable Subsidiary is liable to account in respect of the Award, in each case to the extent permitted by applicable law, and/or that the UK Participant shall enter into such election (using a form approved by HM Revenue & Customs) as may be required for the whole or any part of such taxes to be transferred to the UK Participant.
- 2.2 *Date of Termination.* For the purposes of Sections 6.8 and 7.2 of the Plan (and the corresponding provisions in any Award Agreement) the termination of employment of a UK Participant for Cause or as the result of the UK Participant’s resignation shall be deemed to occur on the earlier of (i) the date on which the UK Participant’s employment terminates, and (ii) the date on which the UK Participant gives or receives notice of the termination of employment.
- 2.3 *Bankruptcy.* Unless otherwise provided in an Award Agreement, the unvested portion of a Participant’s Award shall be immediately forfeited with no compensation or other payment due to the Participant upon the Participant (i) being declared bankrupt, (ii) making an application for an interim order or any proposal for a voluntary arrangement within Part VIII of the Insolvency Act 1988, or (iii) proposing any form of compromise with his creditors or any class of creditors.
- 2.4 *Tax Election.* In the case of an Award to a UK Participant in the form of Options, Restricted Stock, Restricted Stock Units, Performance Stock, Performance Stock Units or Other Share-Based Award, unless the Board determines otherwise, it shall be a condition of the Award

that the UK Participant enters into a joint tax election with his or her employer pursuant to Section 431(1) of the Income Tax (Earnings and Pensions) Act 2003 in respect of any Shares acquired pursuant to such Award, such election to be made no later than 14 days following the date on which such Shares are acquired.

2.5 *Relationship to Employment Contract.* The rights of a UK Participant under the terms of his or her office or employment with the Company or any Subsidiary shall not be affected by the Plan, this Supplement or any Award Agreement. The value of any benefit realised by a UK Participant in respect of an Award shall not be taken into account in determining any pension or similar entitlement.

2.6 *Limitation on Claims.* A UK Participant shall have no right to compensation or damages on account of any loss in respect of an Award where the loss arises (or is claimed to arise), in whole or in part, from termination of office or employment with, or notice to terminate office or employment given by or to, the Company or any Subsidiary. This exclusion of liability shall apply however termination of office or employment, or the giving of notice, is caused, and however compensation or damages are claimed. A UK Participant shall have no right to compensation or damages from the Company or any Subsidiary on account of any loss in respect of an Award where the loss arises (or is claimed to arise), in whole or in part, from any Change in Control, any company ceasing to be a Subsidiary or the transfer or any business from the Company or any Subsidiary to any other person.

[*End of Supplement*]