

Appendix 2

Dignity plc Long Term Incentive Plan 2019

Form of Election for LTIP Awards

This Form of Election is important and requires your immediate attention. It should be read with the explanatory letter from Dignity and Bidco dated 18 April 2023, the Offer Document and the Castelnau Prospectus; definitions used in that explanatory letter and the Offer Document apply in this Form of Election.

This Form of Election is for LTIP Awards only. Please do NOT complete this Form of Election unless you intend to accept the Offer in relation to the Dignity Shares you receive on the vesting of your LTIP Awards.

Please send the completed and signed Form of Election to the Dignity Company Secretary by:

- adding your personal details into the table at section 1 below;
- selecting either Choice A or Choice B by adding an X in the relevant box in section 2;
- signing and dating the Form of Election in section 2 in the presence of an independent witness; and then
- sending the completed Form of Election to the Dignity Company Secretary at [REDACTED] **as soon as possible and in any event before the relevant offer(s) closes.**

Please keep a copy of your completed Form of Election for your records. Please note that your Form of Election may not be accepted if it has not been completed correctly, cannot be read or is received after the deadline.

If you have any questions that relate to your LTIP Awards, what your choices are or how to complete your Form of Election once you have decided what choice you wish to make, please contact the Dignity Company Secretary.

Section 1. Your personal details

<i>National Insurance Number</i>	
<i>Full name</i>	
<i>Address</i>	
<i>Telephone number</i>	
<i>Email address</i>	

Section 2. Your instruction and signature

CHOICE A: I wish to accept the Cash Offer in full in respect of the Dignity Shares I receive on the vesting of my LTIP Awards.

CHOICE B: I request that a Form of Acceptance be sent to me which I may use to accept one of or a combination of the Alternative Offers or a combination of the Alternative Offers and the Cash Offer in respect of the Dignity Shares I receive on the vesting of my LTIP Awards.

I understand and accept that:

- the choice I have made on this Form of Election is irrevocable (save as permitted) unless the Offer does not proceed; and
- I have read and understood and agree to be bound by the Terms and Conditions applying to the Form of Election set out in Attachment 1 to this Form of Election and by the rules of the LTIP.

SIGNED as a DEED by)
)
.....)
(please insert your name
above in block capitals)

in the presence of:

Witness: Signature:
 Name:
 Address:

 Occupation:

Date:

ONCE THIS FORM OF ELECTION HAS BEEN COMPLETED AND SIGNED, PLEASE SEND IT TO THE DIGNITY COMPANY SECRETARY AT [REDACTED]

Attachment 1

Terms and Conditions

By completing and submitting the Form of Election you:

1. confirm that you have received and read the letter (the “**Letter**”) from Dignity and Bidco dated 18 April 2023 relating to the LTIP and have read, understood and agree to these terms and conditions and that you are aware of the terms of the Offer Document and the Castelnau Prospectus;
2. confirm that the decisions which you have made on the Form of Election cannot be withdrawn or altered except with the agreement of Dignity;
3. confirm that the LTIP Award(s) has not lapsed and is free from all mortgages and any third party interests and acknowledge that if the LTIP Award(s) has lapsed or lapses before Completion, the completion of the Form of Election will be of no effect in relation to that LTIP Award(s);
4. agree that in the event that Completion occurs within 21 days following 18 April 2023, any elections made after Completion will take effect as soon as possible after Completion;
5. irrevocably agree that:
 - a. in the case of Choice A, the Dignity Shares you receive on the vesting of your LTIP Award(s) will be bought by Bidco under the Acquisition and you will receive 550 pence for each of your Dignity Shares (less any income tax and social security contributions that are required or permitted to be withheld);
 - b. in the case of Choice B, subject to the timely completion and submission of a correctly completed Form of Acceptance, and provided you are an Eligible Dignity Shareholder, the Dignity Shares you receive on the vesting of your LTIP Award(s) will be acquired by Bidco under the Acquisition and you will receive the consideration you have elected to receive under the Form of Acceptance (subject to, in the case of the Alternative Offers, the scale back procedures explained in the Offer Document). In the event that you do not fill in the Form of Acceptance by the date on which the Alternative Offer(s) close for acceptances, you will be deemed to have elected for Choice A;
 - c. in the case of Choice B, you will need to enter into arrangements with Dignity for the payment of income tax and National Insurance contributions which will arise on vesting. You should also take independent tax advice from an independent tax or financial adviser;
 - d. save to the extent that your employer has an obligation to account for such liabilities following vesting, you will be responsible for payment direct to HMRC (or other tax authority) of any income tax, social security contributions and capital gains tax liability arising in connection with the vesting of your LTIP Award(s) and the sale of resulting Dignity Shares; and

- e. you authorise Bidco to pay the cash consideration due to you under the Acquisition to Dignity and/or your employing company to be paid to you after Dignity and/or your employing company have made any necessary deductions referred to above and less any required deductions for income tax and/or social security contributions;
 - f. whilst beneficial title will at all times be held by you, the Dignity Shares in respect of which your LTIP Award(s) vests may be issued to Computershare Trustees (Jersey) Limited as trustee of the Dignity plc Employee Benefit Trust (or other nominee selected by Dignity) as your nominee (the "**Nominee**") to be held on your behalf until they are transferred to Bidco;
 - g. the Nominee may do all such acts or things which it considers necessary or desirable to ensure that your Dignity Shares in respect of which your LTIP Award(s) vests are transferred to Bidco;
6. accept that documents or payments in connection with your LTIP Award(s) which are sent (i) by or from you to Dignity using the contact details shown on the Form of Acceptance/Form of Election or (ii) to you at the address shown on the Form of Acceptance/Form of Election, in each case will be sent at your own risk;
 7. acknowledge that if you hold a LTIP Award(s) for which you have not given an instruction, it cannot be guaranteed that you will be able to sell the Dignity Shares which you receive on the vesting of your LTIP Award(s);
 8. acknowledge that neither Dignity nor Bidco will be responsible for any consequential loss in the event that the Form of Election is incorrectly completed or where it has not been possible to obtain clarification of your instructions or where the Form of Election is delayed or fails to arrive;
 9. irrevocably appoint Dignity, or any person nominated by Dignity, as your agent and attorney and authorise such agent and attorney to execute, complete and sign and submit any document and to do anything on your behalf as necessary or desirable to give effect to the acceptance of the Offer in respect of the Dignity Shares you receive on vesting of your LTIP Award(s) in accordance with the Form of Election;
 10. agree that the delivery of the Form of Election duly signed may, if Dignity and Bidco determine it appropriate, be treated as being as effective as if it were duly completed and received by any deadline specified in the Letter, notwithstanding that it is not completed or received strictly in accordance with the terms of the Form of Election, and these terms and conditions, or by the deadline specified; and
 11. agree that Dignity will determine all questions as to form and validity, including the timing of receipt, of any Form of Election in their absolute discretion and may, if they so determine, accept a Form of Election which is received after the relevant deadline or which is not valid or complete in all respects. Neither Dignity nor or any other person will be under any duty to give notice of any defect or irregularity in any Form of Election or incur any liability for failure to give any such notification.

These terms and conditions and any non-contractual obligations arising out of or in connection with these terms and conditions are subject to English law and the jurisdiction of the courts of England and Wales. In the event of any differences between the Letter and the rules of the LTIP or applicable legislation, the rules of the LTIP or applicable legislation (as appropriate) will prevail.