

The Airbus Share Incentive Plan



How the Plan works

This booklet explains how the Airbus Share Incentive Plan (the Plan) works. It also sets out the terms of which participation in the Plan is now being offered (the 2024 SIP Offer). It is important that you read this before making a decision whether to join the Plan by participating in the 2024 SIP Offer.

To join the 2024 SIP Offer you simply need to decide how much you wish to save each month over the six month accumulation period. You can apply on-line by logging onto the Airbus SIP Microsite at www.shareview.co.uk/clients/airbus, where you can view all the Plan documentation and apply via the Employee Share Plans ('ESP') Portal. Alternatively, you can apply via the SMS service as detailed in your invitation email / letter.

Please note the closing date for receipt of applications is 4.30pm (UK time) on Thursday 7 March 2024.

If two applications are received from the same person in respect of the 2024 SIP and the 2024 Airbus Employee Share Ownership Plan (the 2024 ESOP), the 2024 ESOP application will not be taken into account, and you will have to cancel the 2024 ESOP application before the end of subscription period.

You can invest a minimum of £10 and maximum of £300 per month. The maximum amount you can invest in any tax year is £1,800 or 10% of your salary, whichever is the lower. A tax year runs from 6 April to the following 5 April.

You will also receive free Matching Shares based on the number of Partnership Shares you purchase.

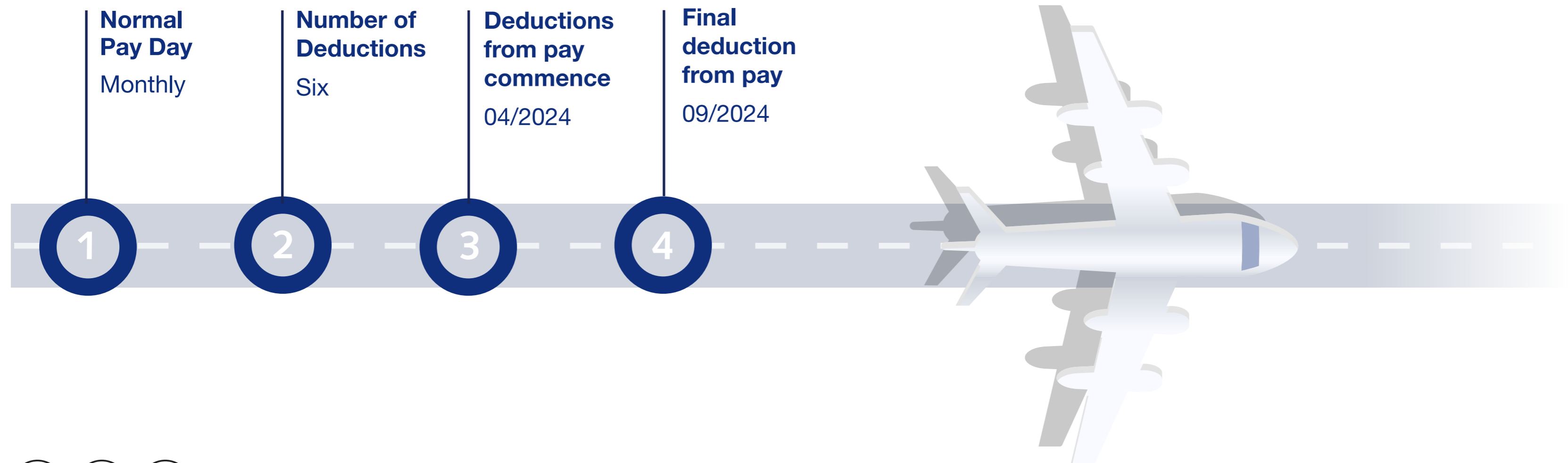


An additional feature of the Plan allows you to change your investment amount once during the six month accumulation period. This provides the opportunity to invest a different amount, for example, at the time a bonus is paid. However once changed the new amount will continue for the remainder of the accumulation period and no further changes will be permitted.

The table below shows when deductions from pay are scheduled to start and finish during the six month accumulation period.

During the six month accumulation period, Equiniti Share Plan Trustees Limited (the Trustee) will hold your contributions until they are used to acquire Airbus SE ('Airbus' or the 'Company') shares for you.

When the accumulation period ends, the Trustee will use your accumulated contributions to acquire Airbus shares for you, at a price which is based on the market value of Airbus shares at the date they are acquired (which will be within 30 days of the end of the accumulation period). These are called Partnership Shares.



The following table illustrates the ratio of Matching Shares that will be awarded based on the number of Partnership Shares you purchase.

Number of Partnership Shares acquired	Matching Share per Partnership Shares
1 – 4	1 for 1
5 – 8	1 for 2
9 – 40	1 for 4
41 or more	No further Matching Shares

The Trustee will hold the shares on your behalf as long as Airbus employs you. You can choose to remove some or all of your Partnership Shares from the Plan at any time, but if you do so before 5 years, you will have to pay Income Tax and National Insurance (Contributions ('NICs')) as shown in the table in the "Removing Shares from the Plan" section of this booklet, page 9. You cannot normally remove Matching Shares until they have been held for 3 years (unless you leave for a special reason – as explained on page 9). If you remove Matching Shares from the Plan between 3 and 5 years from the award date, you will have to pay Income Tax and NICs as set out in the 'Removing shares from the Plan' section of the booklet. After 5 years Partnership Shares and Matching Shares can be removed from the Plan free of Income Tax and NICs.

THE TRUSTEE

HM Revenue and Customs ('HMRC') requires shares to be held in the Plan by a trustee on your behalf. This is necessary to make sure that you get the benefit of tax relief. The Company have appointed Equiniti Share Plan Trustees Limited, to act in this role. The Trustee's responsibility is to look after the administration of the Plan and to ensure compliance with the Plan Rules and governing legislation. Whilst the Trustee holds shares in the Plan for you they will receive any dividends received on your Airbus shares and you can choose for the Trustee to re-invest the cash dividend in Dividend Shares or have the dividend paid to you in cash. This decision must be made at the time of applying to join the 2024 SIP Offer.



Tax

ACQUISITION OF PARTNERSHIP SHARES & FREE MATCHING SHARES

When you acquire your Partnership and free Matching Shares, you will not be subject to any Income Tax or NICs on the amount of your contributions deducted from your gross pay to buy Partnership Shares or the value of the Matching Shares acquired.

Set out below is an example of the Income Tax and NICs relief.

TAX RELIEF EXAMPLE

If you are a basic rate (20%) tax payer (NICs at 10%)

Your gross monthly investment amount	£25.00	£50.00	£100.00	£150.00	£300.00
Income Tax and NICs relief	£7.50	£15.00	£30.00	£45.00	£90.00
Effective net pay contribution	£17.50	£35.00	£70.00	£105.00	£210.00

If you are a higher rate (40%) tax payer (NICs at 2%)

Your gross monthly investment amount	£25.00	£50.00	£100.00	£150.00	£300.00
Income Tax and NICs relief	£10.50	£21.00	£42.00	£63.00	£126.00
Effective net pay contribution	£14.50	£29.00	£58.00	£87.00	£174.00

WHAT HAPPENS TO ANY CASH LEFT IN THE TRUST FUND?

As only whole shares may be acquired with your contributions, it is possible that there may be a small cash residue left over after the Trustee has awarded your Partnership Shares (less than the value of one share). Any cash balance remaining from your contributions will be returned to you via the payroll, less any Income Tax and NICs due on this amount.



EXAMPLE

Based on an illustrative price of £100.00 per Airbus share

Gross Monthly Contribution of **£100.00**

Total contribution during the accumulation period = **£600 (6 x £100)**

Number of shares:

6 Partnership Shares (**£600 / £100.00**) plus 5 Matching Shares

Total – **11 Shares received**

Gross Investment:

£600.00

Net Investment:

Basic rate tax payer **£420.00***

Net Investment:

Higher rate tax payer **£348.00***

Value of shares owned:

(11 x £100.00) = **£1100.00**

* Based on Income Tax and NICs rates of 20% and 10% for a basic rate tax payer and 40% and 2% for a higher rate tax payer respectively.

SUMMARY EXAMPLES

Examples of profits/losses earned using an illustrative share price of £100.00.

The examples do not include the influences of dividend payments or currency exchange variance.

Please be aware it is impossible to predict the value of the Company's shares in the future. The value of the shares depends upon the commercial performance of the Company. Please note that the value of the shares can go down as well as up and that you should be aware that as with all investments in shares, there is an inherent financial risk in purchasing shares in the Company. Please note that the value of shares will also be dependent on the fluctuation of the exchange rate between the euro and sterling. If you are in any doubt as to the course of action you should take, you should seek the advice of an independent financial advisor.



Partnership Shares Purchased

Based on a share price of £100.00

	3	6	18
Required gross investment over six months	£300.00	£600.00	£1800.00
Tax Relief (Income Tax and NICs**) – 30% tax payer*	£90.00	£180.00	£540.00
Tax Relief (Income Tax and NICs**) – 42% tax payer*	£126.00	£252.00	£756.00
Effective net pay contribution over six months 30% tax payer	£210.00	£420.00	£1,260.00
Effective net pay contribution over six months 42% tax payer	£174.00	£348.00	£1044.00
Free Matching Shares Awarded	3	5	8
Total Share Holding (Partnership + Matching Shares)	6	11	26
Total Share Value (Using £100.00 per share)	£600.00	£1100.00	£2600.00
If the share price increase by 20% to £120.00	6	11	26
Value of Total Share Holding (Partnership + Matching Shares)	£720.00	£1320.00	£3120.00
Profit realised in % by a 30% tax payer	242%	214%	147%
Profit realised in % by a 42% tax payer	313%	279%	198%
If the share price remains unchanged at £100.00	6	11	26
Value of Total Share Holding (Partnership + Matching Shares)	£600.00	£1100.00	£2600.00
Profit realised in % by a 30% tax payer	185%	161%	106%
Profit realised in % by a 42% tax payer	244%	216%	149%
If the share price reduces by 80% to £20.00	6	11	26
Value of Total Share Holding (Partnership + Matching Shares)	£120.00	£220.00	£520.00
Loss realised in % by a 30% tax payer	-42%	-47%	-58%
Loss realised in % by a 42% tax payer	-31%	-36%	-50%

These figures are purely for example purposes. The figures and percentages may include rounding errors. The examples shown cannot, under any circumstances, be considered as a guarantee as to the future performance of Airbus shares.

Please note tax rates in Scotland and Wales could differ from that in the UK.

* Based on Income Tax and National Insurance rates of 20% and 10% for a basic rate tax payer and 40% and 2% for a higher rate tax payer respectively.

** NI Contributions



Removing shares from the Plan

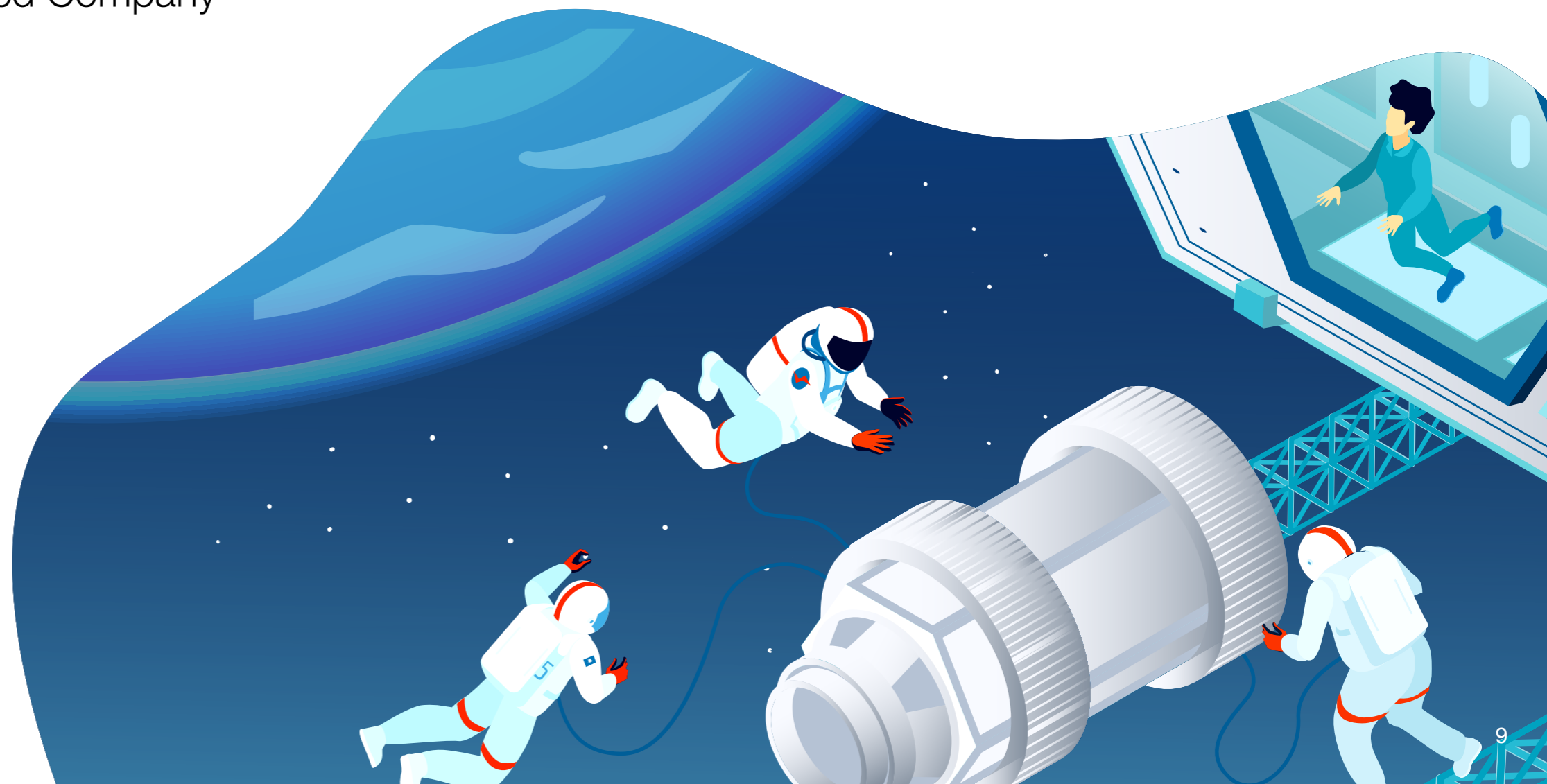
There may be Income Tax and NICs to pay if you leave the Company or you take shares out of the Plan within 5 years of acquiring them. This will depend on why and when you take shares out.

If you leave the Company you will have to take your shares out of the Plan. If you leave for one of the following special reasons (generally referred to as 'good leaver' reasons), you will not have to pay any Income Tax or NICs:

- a transfer of employment which is subject to the Transfer of Undertaking (Protection of Employment) Regulation 2006
- a change of control or other circumstances giving rise to the employing company ceasing to be an Associated Company of any Participating Company
- injury, disability
- death
- redundancy
- retirement

If you leave for a reason other than for one of the special reasons above, you will have to pay Income Tax and NICs as shown on the following page.

If you choose to remove your shares whilst you remain employed, you will also have to pay Income Tax and NICs as detailed on the following page.



Share Type	Shares held for less than 3 years	Shares held between 3 and 5 years	Shares held for 5 or more years
Partnership Shares	Income Tax and NICs on the market value of the shares when taken out of the Plan.	Income Tax and NICs payable on the lower of; <ul style="list-style-type: none"> • the amount used to buy the shares, and • the market value of the shares when they are removed from the Plan 	No Income Tax or NICs to pay
Matching Shares	Shares may not be removed if still employed. If you leave the company, other than for a ‘good’ leaver reason – Income Tax and NICs on the market value of the shares when taken out of the Plan.	Income Tax and NICs payable on the lower of; <ul style="list-style-type: none"> • the market value of the shares at the time they are acquired, and • the market value of the shares when they are removed from the Plan 	No Income Tax or NICs to pay
Dividend Shares (please also see below for further information regarding Dividend Shares)	Shares may not be removed if still employed. For leaver reasons not stated above as ‘good’ leavers, reinvested dividend income received in the 3 years prior to leaving will be treated as dividend income received in the tax year in which the Dividend Shares cease to be subject to the Plan and this income will count towards that tax year’s Dividend Allowance.	No Income Tax to pay, NICs is not applicable for Dividend Shares	No Income Tax to pay, NICs is not applicable for Dividend Shares



Q&A

Am I eligible to join the 2024 SIP Offer?

To be eligible to join, you will need to be employed by a Participating Company within Airbus on 31 December 2023, a UK resident taxpayer and have completed 3 months continuous employment as at 1 April 2024.

I am eligible now, but can I join later?

This will be dependent on the Company operating the Plan again in the future. Although Airbus hopes to do so, there is no guarantee that this will happen.

If the Company decides to do so you will have to wait until the start of the next accumulation period before you can start making contributions from your pay.

If I join the 2024 SIP Offer can I still buy shares under the 2024 ESOP?

You will not be able to buy shares under the 2024 ESOP if you choose to accept the 2024 SIP Offer. If two applications are received from the same person in respect of the 2024 SIP Offer and the 2024 ESOP, the 2024 ESOP application will not be taken into account.

What if I join, but later change my mind?

During the accumulation period you can withdraw from the Plan online at www.shareview.co.uk/clients/airbus or by requesting the necessary form from Equiniti Limited (Equiniti), the Plan Administrator. Please note that the last date you can make a withdrawal from the Plan is 29 September 2024. The Trustee will arrange for your contributions to be returned via payroll and Income Tax and NICs will be deducted accordingly.

I am employed on a fixed term contract, will I still be able to join the 2024 SIP Offer?

Yes – However, when your contract finishes your shares will have to be taken out of the Plan. Please refer to the paragraph, “What if I leave the Company?”

I am employed overseas by the Company. Will I still be able to join the 2024 SIP Offer?

Yes – If you pay UK Income Tax and NICs you will be able to join the 2024 SIP Offer.

How do I join?

You will need to apply on-line by logging onto the Airbus SIP Microsite at www.shareview.co.uk/clients/airbus, where you can view all the Plan documentation and apply via the application ESP Portal. Please ensure you read the Terms and Conditions section and that your completed agreement is received by Thursday 7 March 2024. Agreements received after the closing date cannot be accepted. Alternatively, you can apply via the SMS service as detailed in your invitation email / letter.

Can I participate in the Plan on behalf of somebody else?

No – The opportunity to participate in the 2024 SIP Offer is personal to you, and you cannot participate on another person's behalf.

How much can I invest?

You can invest from £10 to £300 per month. The maximum amount you can invest is the lower of £1,800 and 10% of your pre tax salary in any tax year. A tax year runs from 6 April to the following 5 April.

Q&A

If the amount you decide to invest is greater than that allowed under the Plan, then the amount taken from your pay will be reduced by payroll so it is within the limits. It is also possible to make a one-off change to your monthly contribution amount during the accumulation period. This provides the opportunity to invest a different amount, for example, in a month when a bonus is paid, however the maximum will still be limited to £300 per month.

Can I change my monthly investment during the accumulation period?

Yes – You can suspend or change your monthly contribution online at www.shareview.co.uk/clients/airbus or by requesting the necessary form from the Plan Administrator. Any increase or decrease in the amount of your monthly contribution is still subject to the minimum and maximum annual savings limits. Only one contribution change is permitted during the six month accumulation period. Completed Investment Change instructions must be received by the Plan Administrator by the 20th of each month for the change to be made in the following month's pay

deductions. Please note the last date a change can be made is 20 August 2024.

What is meant by “accumulation period”?

This is the time during which you contribute from your pre tax pay to buy Airbus Partnership Shares. The accumulation period will run from 1 April 2024 to 30 September 2024.

Where are my contributions held?

Equiniti Share Plan Trustees Limited, the Plan Trustee, will hold your savings in a non-interest bearing account on your behalf. The Company does not have access to this account.

Will I receive interest on the contributions held by the Trustee for me?

No – contributions are held in a non-interest bearing account.

Please explain Partnership Shares

Partnership Shares are the Airbus shares the Trustee acquires on your behalf with the deductions made from your pre tax salary over the six month accumulation period. Acquiring shares using your pre tax pay means you will not have to pay Income

Tax or NICs on the money used to acquire them (though please be aware of the tax consequences of removing shares from the Plan as set out above). In order to qualify for this saving in Income Tax and NICs, the Plan must comply with UK government legislation, which does not allow Airbus to offer shares at a discount.

Please explain Matching Shares

Matching Shares are additional free Airbus shares the Company will award depending on the number of Partnership Shares acquired at the end of the accumulation period (as set out above).

Please explain Dividend Shares

Dividend Shares are additional Airbus shares you can choose to purchase using the dividend cash payment paid on your Plan shares.

The Dividend Shares are owned by you and are your investment. Dividends are paid net of Netherlands tax and the net dividend is used to purchase further shares.

Q&A

How is the price at which I acquire Partnership Shares calculated?

The price you pay will be the market value of an Airbus share at the date on which the shares are acquired (which will be within the period of 30 days of the end of the accumulation period). The “market value” is calculated by reference to the closing price of an Airbus share on the previous business day (as quoted on the Paris Stock Exchange) in euro converted to sterling.

Is there a limit to the number of shares available under the Airbus 2024 SIP Offer?

Yes – The Company has made available 150,000 shares to be acquired as Partnership Shares and Matching Shares under the 2024 SIP Offer. If the total number of Partnership Shares and Matching Shares required by the Trustee on the acquisition date exceeds this number your award of Partnership Shares and Matching Shares will be scaled back in proportion to the contribution you have made to the 2024 SIP Offer. Any surplus funds will be returned to you as soon as practicable after the deduction of Income Tax and NICs.

What happens to the shares after the Trustee has acquired them for me?

The Trustee will hold the shares in Trust for you until such time as you ask for some or all of them to be transferred or sold for you. You should remember shares have to be held in the Plan for 5 years before they become free of Income Tax and NICs.

How will I know how many shares the Trustee holds for me?

The Trustee will send you a Plan Statement detailing the shares held for you. This will normally happen shortly after your shares have been acquired. A Plan Statement will be sent to you annually thereafter.

Will I be able to vote at Company meetings?

For any shares you hold in the Plan you are entitled to instruct the Plan Trustee on how you wish to vote these shares at Company meetings. The Plan Trustee will then vote on your behalf. Any voting instructions must be communicated in writing and within certain deadlines (as set out more fully in the Plan Rules). If no instructions are received then the Plan Trustee will simply take no action in relation to voting your shares.

What happens if the Company pays dividends?

You can choose to receive the dividend as a cash payment or alternatively re-invest your dividend and purchase Dividend Shares. You can amend your choice online at www.shareview.co.uk/clients/airbus or by contacting the Equiniti Employee Helpline.

Your dividends will be paid net of Dutch withholding tax at a maximum rate of 15% (under UK/Netherlands double tax treaty). You may be able to reclaim a proportion of the Dutch withholding tax. You may also be able to credit some of the Dutch tax paid against your UK income tax liability. You should take specific advice on your own position.

Do I need to pay tax on dividend income received on my Plan shares?

There is a tax-free Dividend Allowance which applies to any dividends you receive in a tax year. You won't have to pay tax on dividend income within the Dividend Allowance. However, you'll pay tax on any dividend income you receive over the Dividend Allowance. Further information about this Dividend Allowance and tax rates can be found on the HMRC website.

Q&A

Do I need to pay tax on my Plan dividend income if I reinvest it in the Plan and I hold the Dividend Shares for 3 years?

You won't have to pay tax on dividend income used to acquire further shares within the Plan. The amount of Plan dividend income you receive and reinvest does not count towards your annual Dividend Allowance.

Do I need to pay tax on my Plan dividend income if I leave the Company for 'good leaver' reasons such as retirement or redundancy and I have not held the Dividend Shares for 3 years?

No, and the amount of Plan dividend income you received and reinvested does not count towards your annual Dividend Allowance.

Do I need to pay tax on my Plan dividend income if I leave the Company for other reasons not specified under 'good leaver' reasons such as resignation or dismissal and I have not held the Dividend Shares for 3 years?

The dividend income you receive and reinvest in the 3 years before leaving the Company will be treated as dividend income

received by you in the tax year in which the Dividend Shares cease to be subject to the Plan.

The dividend income will count towards that tax year's Dividend Allowance. You'll pay tax on any dividend income you receive over the Dividend Allowance.

[What will my shares be worth in the future?](#)

It is impossible to predict the value of the Company's shares in the future. The value of the shares depends upon the commercial performance of the Company. Please note that the value of the shares can go down as well as up and that you should be aware that as with all investments in shares, there is an inherent financial risk in purchasing shares in the Company. Please note that the value of shares will also be dependent on the fluctuation of the exchange rate between the euro and sterling. If you are in any doubt as to the course of action you should take, you should seek the advice of an independent financial advisor.

[What if I leave the Company during the accumulation period?](#)

If you cease employment with the Company on any day up to, but not including, 30 September 2024, you will not be entitled to purchase Partnership Shares under the Plan and you will not be entitled to Matching Shares. Your deductions will be repaid to you net of applicable Income Tax and NICs. In most cases the repayment will be made via payroll.

[What if I leave the Company after the accumulation period but before the allocation date?](#)

If you cease employment with the Company between the end of the accumulation period and the allocation date, your contributions will be used to purchase shares on the allocation date and you will be entitled to your Matching Shares, however your shares can no longer be held in the Plan. The Company will notify your leaving date and reason to the Plan Administrator who will write to you explaining the choices available and the action you need to take to deal with your shares.

Q&A

If any of your shares have not reached the Income Tax free anniversaries, you will normally be liable to pay Income Tax and NICs unless you have left employment for one of the 'good' leaver reasons referred to in the 'Removing shares from the Plan' section of this booklet.

What if I leave the Company after the allocation date?

If you cease employment with the Company, your shares can no longer be held in the Plan. The Company will notify your leaving date and reason to the Plan Administrator who will write to you explaining the choices available and the action you need to take to deal with your shares. If any of your shares have not reached the Income Tax free anniversaries, you will normally be liable to pay Income Tax and NICs unless you have left employment for one of the 'good' leaver reasons referred to in the 'Removing shares from the Plan' section of this booklet.

What happens if I leave the UK payroll and transfer to another division overseas during the accumulation period?

If you leave the UK payroll and transfer to another division overseas during the accumulation period, your SIP deductions will be returned to you.

What happens if I leave the UK payroll and transfer to another division overseas after the shares have been allocated?

If you leave the UK payroll and transfer to another division overseas after the shares have been allocated, you will be able to hold these shares whilst you remain employed by Airbus (NB it is the employees responsibility to notify EQ if they leave the overseas division they transferred to).

What happens to shares I already have in the plan if I leave the UK payroll and transfer to another division overseas?

If you leave the UK payroll and transfer to another division overseas, the shares that you already hold in the Airbus SIP can remain in the SIP whilst you are still employed by Airbus. If you leave the Company at any time thereafter, the shares will need to be removed from the Plan (NB it is the employees responsibility to notify EQ if they leave the overseas division they transferred to).

If I transfer to another country do I need to keep my UK bank account?

If you transfer to another division overseas, you will need to retain your UK bank account, for the payment of any cash dividends and of any future sales of your SIP shares.

Q&A

What do I need to do if I change my address or bank details?

Please ensure you advise your Airbus payroll team of any changes to your address or bank account details, who will then provide these details to Equiniti.

[Can I withdraw or sell my Partnership shares whilst I am employed?](#)

Yes – You can instruct the Trustee to transfer or sell some or all of your shares at anytime. You will need to remember, that if you have not held your Partnership Shares for 5 years, you will have to pay Income Tax and NICs before they are removed from the Plan. In the case of Matching Shares, these cannot be removed if they have not been held for 3 years and will be liable to Income Tax and NICs if removed within years 3 to 5. Please also refer to the 'Removing shares from the Plan' section of this booklet.

How can I sell the shares that I hold?

You can submit a sale instruction online at www.shareview.co.uk/clients/airbus or by completing a paper form provided by the Equiniti Employee Helpline. A weekly sale takes place via an overseas broker on the Paris Stock Exchange each Wednesday. The cut off for the sale is 23:59 each Tuesday (online) or the preceding Friday (via paper). Sale proceeds should be issued to you within the following week after the sale takes place.

[If I sell shares, will I pay dealing charges?](#)

Yes – You will be charged share dealing commission if you instruct the Trustee to sell shares on your behalf. The Plan Administrator will let you know the commission charges at the time you request the sale of any shares.

Will I have to pay Capital Gains Tax ('CGT') on my shares?

A CGT liability will not arise if you sell your shares within the Plan. If you take your shares out of the Plan and sell them later, you may be liable to CGT on any increase in the value of your shares after they cease to be subject to the Plan.



Contact

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For deaf and speech impaired customers, we welcome calls via Relay UK. Please see www.relayuk.bt.com for more information. You can also contact Equiniti by using their email service myshareplan@equiniti.com, please quote 'Airbus' in the subject line.

Please contact Equiniti to request this document in an alternative format, for example, braille or audio.

Post

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Please note that this booklet is only a summary of the Plan and tax implications. In the event of any conflict with the Plan documentation, the Plan rules and governing legislation take precedence and references made to taxation consequences are for guidance only and apply to UK tax residents only. You should seek your own tax advice to confirm the tax position for you. The name of the Plan as per the Trust Deed & Rules is the Airbus Group Share Incentive Plan.

Whilst every effort has been made to ensure the accuracy of this booklet, the Company and its officers accept no responsibility for the consequences of any inadvertent error or omission.



AIRBUS