

ASX Announcement

23 August 2021

New Employment Agreement with Group CEO

Reliance Worldwide Corporation Limited (ASX: RWC) advises that it has entered into a new employment agreement with Mr. Heath Sharp, Group Chief Executive Officer. A summary of key terms of the agreement are attached.

As part of RWC's revised remuneration framework which applies from 1 July 2021, Mr. Sharp's total remuneration will be adjusted to align with appropriate market benchmarks. This will be achieved by implementing a downward adjustment of fixed remuneration by approximately 20% over a transition period of 3 years with a corresponding increase in Short Term Incentive ("STI") and Long Term Incentive ("LTI") opportunities.

Additional information, including a summary of RWC's revised remuneration framework which applies from 1 July 2021, is presented in the Remuneration Report contained in the 2021 Annual Report released today.

For enquiries, please contact:

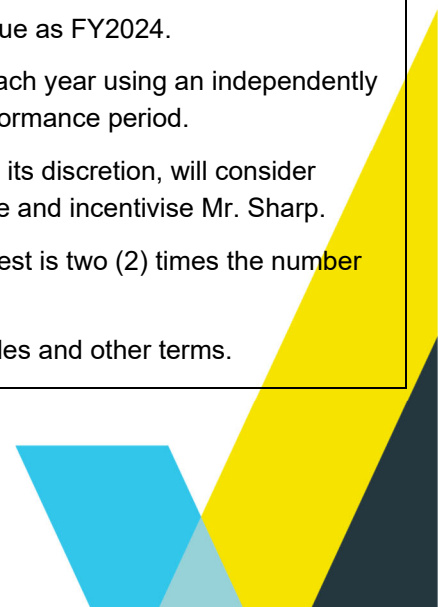
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This announcement has been authorised for release by the Disclosure Committee.



Attachment: Summary of key terms of Mr. Sharp's employment agreement

Term:	Initial term of five years from 1 July 2021. Thereafter, automatically extended for one year rolling terms unless and until either party gives notice of an intention not to renew. RWC shall give any such non-renewal notice at least 90 days prior to the end of the then applicable term. Mr. Sharp shall give any such non-renewal notice at least 12 months prior to the end of the then applicable term.
Fixed remuneration	<p>FY2022: US\$1,250,000.</p> <p>FY2023: US\$1,175,000.</p> <p>FY2024 and subsequent years: US\$1,100,000.</p> <p>Plus applicable contributions to pension funds, a perquisite allowance of US\$73,200pa and other approved benefits.</p> <p>Annual fixed remuneration will be reviewed annually and may be adjusted (increased but not decreased).</p>
STI	<p>Target Opportunity:</p> <p>FY2022: 80% x fixed remuneration.</p> <p>FY2023: 90% x fixed remuneration.</p> <p>FY2024 and subsequent years: 100% x fixed remuneration.</p> <p>The Maximum Opportunity in any year is two (2) times the Target Opportunity for that year.</p> <p>Subject to achievement of performance hurdles and other terms.</p> <p>Payable in cash.</p>
LTI	<p>Annual equity grants to be awarded subject to shareholder approval.</p> <p>Target Value for determining the number of Share Rights to be granted:</p> <p>FY2022: ~100% x fixed remuneration.</p> <p>FY2023: ~130% x fixed remuneration.</p> <p>FY2024: ~153% x fixed remuneration.</p> <p>Future years shall have at least the same Target Value as FY2024.</p> <p>Number of Share Rights granted to be determined each year using an independently assessed fair value at the start of the applicable performance period.</p> <p>If shareholder approval is not obtained, the Board, in its discretion, will consider alternative arrangements to appropriately remunerate and incentivise Mr. Sharp.</p> <p>The Maximum Number of Share Rights which may vest is two (2) times the number of Share Rights granted.</p> <p>Vesting subject to achievement of performance hurdles and other terms.</p>



<p>Notice and Termination</p>	<p><i>Termination by the employer</i></p> <ul style="list-style-type: none"> • Mr. Sharp's employment may be terminated by the employer without cause (excluding due to death or disability) upon giving 90 days' written notice; and • may be terminated by the employer for cause at any time. <p><i>Termination by Heath Sharp</i></p> <ul style="list-style-type: none"> • Mr. Sharp may terminate his employment with good reason upon giving 90 days written notice and allowing a cure period. Good reason includes change in position, relocation, material breach by the Company of any material provision of the employment agreement, retirement, material diminution in remuneration, failing to nominate the CEO for a Board seat, or non-renewal of the employment agreement; and • where Mr. Sharp terminates without good reason, 12 months written notice is required to be provided. <p>Mr Sharp may be entitled to up to 12 months fixed remuneration on termination.</p>
<p>Restraint</p>	<p>Maximum period of 24 months following cessation of employment.</p>

