

**AMENDMENT TO AND MERGER OF
TERMINIX RETIREMENT PLAN
AND
RENTOKIL INITIAL USA 401(K) PLAN**

WHEREAS, Rentokil North America, Inc. (“Rentokil”), on behalf of itself and certain of its affiliates, sponsors and maintains the Rentokil Initial USA 401(k) Plan (the “Rentokil Plan”) for the benefit of eligible employees; and

WHEREAS, the Terminix Company, LLC (“Terminix”) sponsors and maintains the Terminix Retirement Plan (the “Terminix Plan”); and

WHEREAS, the parent company of Rentokil (Rentokil Initial plc) acquired the parent company of Terminix (Terminix Global Holdings, Inc.) on or about October 12, 2022; and

WHEREAS, Rentokil and Terminix desire to merge the Terminix Plan with and into the Rentokil Plan and to transfer the assets of the Terminix Plan to the Rentokil Plan;

NOW, THEREFORE, effective as of the first moment of January 1, 2024 (the “Plan Merger Date”), except as any other date may be specified below, in consideration of the foregoing and notwithstanding any provisions of the Terminix Plan and the Rentokil Plan to the contrary, the plan merger is hereby effectuated as follows (the “Merger Document”):

1. The Terminix Plan is hereby merged with and into the Rentokil Plan, and as of the Plan Merger Date, all provisions of the Rentokil Plan, as amended by this Merger Document, shall replace and supersede all provisions of the Terminix Plan. Each participant in the Terminix Plan who has an account balance under the Terminix Plan as of the Plan Merger Date shall become a Participant in the Rentokil Plan (“Terminix Participant”) as of the Plan Merger Date. Each Terminix Participant who is an Employee but not an Eligible Employee pursuant to the terms of the Rentokil Plan shall be a Participant in the Rentokil Plan in accordance with Section 2.1(f) of the Rentokil Plan.

2. The assets of the Terminix Plan (“Terminix Plan Assets”) shall become assets of the Rentokil Plan and held as part of the trust established under the Rentokil Plan as of the Plan Merger Date, and such assets shall be transferred by the trustee of the Terminix Plan to the Trustee of the Rentokil Plan on or as soon as administratively practicable after the Plan Merger Date (the “Asset Transfer Date”), adjusted for any earnings or losses from the Plan Merger Date to the Asset Transfer Date. All assets shall be transferred in cash or marketable securities, except that loans from the Terminix Plan to Terminix Participants that are outstanding as of the Asset Transfer Date (“Terminix Plan Loans”) shall be transferred in-kind.

3. As of the Asset Transfer Date, the investment designations under the Terminix Plan in effect as of such date shall be null and void, and the Terminix Plan Assets corresponding to each Terminix Participant shall be (i) “mapped” to investments available under the Rentokil Plan, if any, that the committee administering the Rentokil Plan (the “Committee”) determines to be appropriate in its discretion or (ii) otherwise transferred to the default investment option applicable to such Terminix Participant under the Rentokil Plan, in each case, in accordance with procedures established by the Committee. Following the Asset Transfer Date, each Terminix

Participant may make or change investment designations under the Rentokil Plan in accordance with the investment provisions of the Rentokil Plan.

4. The contribution election of each Terminix Participant in effect under the Terminix Plan as of the Plan Merger Date (including pursuant to the automatic contribution arrangement under the Terminix Plan) shall remain in effect under the Rentokil Plan unless and until such Terminix Participant changes such election in accordance with the provisions of the Rentokil Plan; provided, however, that any deferral election in excess of 80% of the Terminix Participant's Compensation for the applicable payroll period shall be reduced to 80% of such Compensation in order to comply with the provisions of the Rentokil Plan. Except as otherwise specifically provided in new Section 3.4(i)(2) of the Plan, individuals who are classified by the Employer as a "Terminix employee" as of the Plan Merger Date will be treated in the same manner as other Acquired Employees pursuant to Section 3.4(h) of the Rentokil Plan and will *not* be subject to the automatic contribution arrangement provisions (including, without limitation, any automatic increase of deferral elections) of the Rentokil Plan.

5. The valid beneficiary designations of each Terminix Participant in effect under the Terminix Plan on the Plan Merger Date (excluding the default beneficiary provisions under the Terminix Plan) shall remain in effect under the Rentokil Plan unless and until a valid beneficiary designation is made under the Rentokil Plan by such Participant. The default beneficiary provisions of the Rentokil Plan shall apply to each Terminix Participant who is determined to not have a valid, affirmative beneficiary designation in effect under the Terminix Plan as of the Plan Merger Date, unless and until such Terminix Participant makes a valid beneficiary designation in accordance with the provisions of the Rentokil Plan. A beneficiary designation under the Terminix Plan will be considered to be a valid beneficiary designation in effect on the Plan Merger Date only if, as determined by the Committee in its sole discretion, it is provided to the Committee in a format compatible to upload to the electronic records of the Rentokil Plan on the Plan Merger Date and is otherwise complete and in proper form on the Plan Merger Date.

6. With respect to periods prior to the Plan Merger Date, each Terminix Participant shall be entitled to receive contributions only as provided by the terms of the Terminix Plan as it existed immediately prior to the Plan Merger Date and, for example, shall not be entitled to receive duplicative or similar Employer Contributions under the terms of the Rentokil Plan with respect to periods prior to the date such Terminix Participant became an eligible Participant in the Rentokil Plan.

7. Each Terminix Plan Loan shall be repaid in accordance with the amortization schedule and other loan terms governing such loan as such schedule and such terms exist on the day prior to the Plan Merger Date.

8. For purposes of eligibility and vesting under the Rentokil Plan, each Terminix Participant shall be credited with service equal to the service credited to such Participant pursuant to the terms of the Terminix Plan as of the Plan Merger Date. Like the Rentokil Plan, the Terminix Plan used the elapsed time method for determining Vesting Service.

9. As of the Plan Merger Date, the nonforfeitable percentage of each Terminix Participant as calculated under the Rentokil Plan, with respect to such Participant's accrued benefit as of such date, shall not be less than such percentage as calculated under the Terminix Plan.

10. Allocations of contributions, forfeitures, and earnings for all periods prior to the Plan Merger Date shall be made separately under the Terminix Plan and the Rentokil Plan based upon the terms and provisions of each respective plan.

11. Amounts credited to a Terminix Participant's accounts under the Terminix Plan shall be credited to corresponding Accounts under the Rentokil Plan as follows:

(i) Amounts, if any, credited to a Terminix Participant's pre-tax elective deferral account under the Terminix Plan shall be credited to such Participant's Before-Tax Account under the Rentokil Plan;

(ii) Amounts, if any, credited to a Terminix Participant's Roth deferral account under the Terminix Plan shall be credited to such Participant's Roth Account under the Rentokil Plan;

(iii) Amounts, if any, credited to a Terminix Participant's employer contribution account under the Terminix Plan shall be credited to such Participant's Employer Contribution Account under the Rentokil Plan, and any amounts attributable to different categories of such contributions (including, for example, qualified automatic contribution arrangement matching contributions, nonelective contributions, etc.) will be separately accounted for as applicable; and

(iv) Amounts, if any, credited to a Terminix Participant's rollover contribution account under the Terminix Plan shall be credited to such Participant's Rollover Contribution Account under the Rentokil Plan.

12. Amounts credited to the separate expense budget account under the Terminix Plan shall be credited to a corresponding expense budget account under the Rentokil Plan. The amounts in such expense budget account may be used in any manner consistent with ERISA, including to pay reasonable administrative expenses incurred with respect to the Terminix Plan, as the Committee deems appropriate and consistent with applicable law. If any amounts remain in the expense budget account after such expenses have been paid, the Committee may, in a uniform and nondiscriminatory manner, allocate the remaining amounts as earnings to applicable Plan participants no later than the end of the Plan Year immediately following the Plan Year in which such amounts were credited to the expense budget account under the Terminix Plan.

13. Immediately after the merger of the Terminix Plan with and into the Rentokil Plan, each Terminix Participant shall, in the event the Rentokil Plan then terminated, be entitled to a benefit equal to or greater than the benefit to which such Participant would have been entitled under the Terminix Plan immediately prior to such merger if the Terminix Plan had then been terminated. The provisions of the preceding sentence shall be construed under applicable federal regulations pursuant to section 208 of the Employee Retirement Income Security Act of 1974, as amended, and section 414(1) of the Code.

14. With respect to Terminix Participants, the Rentokil Plan shall preserve all optional forms of benefits and other rights and features under the Terminix Plan required to be preserved pursuant to section 411(d)(6) of the Code and applicable Treasury regulations thereunder; provided, however, that, to the extent not otherwise provided under the Rentokil Plan, all optional forms of benefit provided by the terms of the Terminix Plan that may be permissibly eliminated pursuant to Treasury regulation section 1.411(d)-4, Q&A-2(b) (but taking into account Section 1004 of the Pension Protection Act of 2006) and Q&A-2(e) are eliminated with respect to each Terminix Participant as of the Plan Merger Date. By way of example, and not limitation, as of the Plan Merger Date, the installment distribution options will be limited to those provided under Section 18.1(b) of the Rentokil Plan (other than with respect to a Terminix Participant who, as of the Plan Merger Date, has elected a different installment option under the Terminix Plan and is in pay status). In order to meet the requirements of section 411(d)(6) of the Code and the applicable Treasury regulations thereunder, the Rentokil Plan is hereby amended to add Section XII to Appendix E of the Plan, in the form attached hereto as Appendix E (Addendum, Section XII), which shall be applicable to, and only to, the participation of Terminix Participants.

15. Effective as of the Plan Merger Date, an employee who is classified by the Employer as a “Terminix employee” is eligible to participate in the Rentokil Plan if such employee otherwise meets the requirements to be an Eligible Employee. Accordingly, Section 1.19 of the Rentokil Plan is amended, effective as of the Plan Merger Date, to delete Paragraph (C) so as to no longer exclude an employee who is classified by the Employer as a “Terminix employee” from the definition of “Eligible Employee.” In addition, Appendix A of the Rentokil Plan is amended to reflect that The Terminix Company, LLC, as well as each other applicable lower-tiered U.S. subsidiary of Terminix Holdings, LLC (unless and to the extent otherwise designated as ineligible to participate in the Rentokil Plan), is a participating Employer in the Rentokil Plan effective as of the Plan Merger Date.

16. The Committee, in its discretion, may temporarily restrict a Terminix Participant’s activities in or access to such Terminix Participant’s accounts in the Terminix Plan or Accounts in the Rentokil Plan for a period of time in order to effect an orderly transfer of Terminix Plan Assets to the Trustee of the Rentokil Plan. The activities that may be restricted by the Committee include, but are not limited to, loans, in-service withdrawals, and change of investment designation.

17. Each capitalized term used in this instrument shall have the meaning ascribed to such term under the Terminix Plan or the Rentokil Plan, as applicable, unless otherwise stated or defined herein.

18. Any provision of the Rentokil Plan or the Terminix Plan, which is inconsistent with any provision of this instrument, shall be considered to be, and hereby is, amended by this instrument.

[Signature page follows]

EXECUTED this 27th day of December 2023.

RENTOKIL NORTH AMERICA, INC.

THE TERMINIX COMPANY, LLC

By: Jennifer M. Dwyer
Printed Name: Jennifer M. Dwyer
Title: Director, Benefits

By: Maria Salmen
Printed Name: Maria Salmen
Title: Benefits Manager

**FIRST AMENDMENT TO
RENTOKIL INITIAL USA 401(k) PLAN
(As Amended and Restated as of January 1, 2023)**

WHEREAS, Rentokil North America, Inc. (the “Company”) sponsors and maintains the Rentokil Initial USA 401(k) Plan (the “Plan”) for the benefit of eligible employees; and

WHEREAS, pursuant to Section 25.1 of the Plan, the Company, as well as the administrative committee that administers the Plan (the “Committee”), may amend the Plan from time to time; and

WHEREAS, the Company, as well as the Committee, desires to amend the Plan in certain respects, effective as of January 1, 2024, including to (1) provide eligibility for Terminix employees who have been eligible to participate in a separate 401(k) plan that is being merged into the Plan, as well as provide other applicable provisions relating to such plan merger; (2) reduce the participation service requirement to 30 days for purposes of elective deferral contributions for “temporary employees,” “holiday employees,” and “seasonal employees” who were previously subject to a Year of Participation Service requirement (and retain the existing Year of Participation Service requirement for such employees for purposes of employer matching contributions) to comply with rules for “long-term part-time” employees under recent legislation; (3) provide that “temporary employees,” “holiday employees,” and “seasonal employees” who become Participants on or after January 1, 2024 will not be subject to the automatic contribution arrangement under the Plan; (4) with respect to the Plan’s automatic contribution arrangement, (i) change the automatic deferral percentage from 5% to 3% for eligible employees hired on or after January 1, 2024, (ii) provide for a similar 3% automatic contribution arrangement for certain Terminix employees recently hired before January 1, 2024, and (iii) eliminate all automatic annual increases of deferral elections for Participants subject to any automatic contribution arrangement under the Plan; (5) change the vesting schedule for matching contributions made for periods on or after January 1, 2024 to a 2-year cliff vesting schedule (but retain the 3-year cliff vesting for matching contributions made under the Plan for periods prior to January 1, 2024); and (6) provide for immediate full vesting of all employer contributions for Participants who become disabled while performing qualified military service; and

WHEREAS, this instrument is designated as “First Amendment” to reflect that it is the first amendment to the Plan document as amended and restated effective as of January 1, 2023 that does *not* relate to a plan merger;

NOW, THEREFORE, effective as of January 1, 2024, the Plan is hereby amended as follows:

1. In order to reflect the eligibility of Terminix employees, as well as reduce the Participation Service requirement for “temporary employees,” “holiday employees,” and “seasonal employees” to 30 days for purposes of elective deferral contributions (but not for Employer Contributions) beginning January 1, 2024, Section 1.1(19) of the Plan, which is the definition of “**Eligible Employee**,”

is deleted in its entirety and replaced with a new Section 1.1(19) that reads as follows:

“(19) **Eligible Employee:** Each Employee other than (A) a nonresident alien who receives no earned income from the Employer that constitutes income from sources within the United States, (B) a Leased Employee, (C) an individual who is deemed to be an Employee pursuant to Treasury regulations issued under section 414(o) of the Code, and (D) an Employee who is an active participant or eligible to be an active participant in any other Employer or Controlled Entity-sponsored retirement plan intended to be qualified within the meaning of section 401(a) of the Code.

Notwithstanding the foregoing or any other provision of the Plan to the contrary, no individual who is designated, compensated, or otherwise classified or treated by the Employer as an independent contractor or other non-common law employee shall be eligible to become a Participant in the Plan. It is expressly intended that individuals not treated as common law employees by the Employer are to be excluded from Plan participation even if a court or administrative agency determines that such individuals are common law employees.

Effective as of January 1, 2024, each Employee who is classified by the Employer as a “Terminix employee” (and who was previously excluded from the definition of Eligible Employee) shall be eligible to participate in the Plan, provided that such Employee otherwise satisfies the criteria to be an Eligible Employee.”

2. In order to reflect that the Participation Service requirement for certain “temporary employees,” “holiday employees,” or “seasonal employees” remains a Year of Participation Service for eligibility to participate in the Plan with respect to Employer Matching Contributions (and is not reduced to 30 days for this purpose), Section 1.1(35), which is the definition of “**Match Participant**,” is deleted in its entirety and replaced with a new Section 1.1(35) that reads as follows:

“(35) **Match Participant:** Each Participant who is an Eligible Employee *other than* an Employee whose terms and conditions of employment are governed by a collective bargaining agreement (a “Union Employee”) unless such agreement provides for his coverage under the Plan with respect to Employer Matching Contributions. Notwithstanding the foregoing:

- (A) ***Year of Participation Service Required for Certain Temporary Employees and Holiday Employees.*** Each Employee whose Employment Commencement Date is on

or after January 1, 2015, and who is classified by the Employer as either a “temporary employee” or “holiday employee,” shall not be a Match Participant unless and until such Employee completes a Year of Participation Service as described in Section 2.3; and

(B) *Year of Participation Required for Certain Seasonal Employees.* Each Employee who was not eligible to participate in the Plan prior to January 1, 2019, and who is classified by the Employer as a “seasonal employee,” shall not be a Match Participant unless and until such Employee completes a Year of Participation Service as described in Section 2.3.”

3. In order to reflect the applicable eligibility service requirements for certain “temporary employees,” “holiday employees,” and “seasonal employees” beginning January 1, 2024, Section 2.3, entitled “**Year of Participation Service for Temporary, Holiday, and Seasonal Employees,**” is amended by deleting the paragraph preceding Paragraph (a) of such Section and replacing it with a new paragraph that reads as follows:

“2.3 Year of Participation Service for Temporary, Holiday, and Seasonal Employees. As reflected in Section 1.1(35), (1) an Employee whose Employment Commencement Date is on or after January 1, 2015 and who is classified by the Employer as either a “temporary employee” or “holiday employee” and (2) an Employee who was ineligible to participate in the Plan prior to January 1, 2019 and who is classified by the Employer as a “seasonal employee,” in either case, is not a Match Participant, unless and until such Employee completes a Year of Participation Service. For purposes of determining whether such “temporary employee” or “holiday employee” or “seasonal employee” is eligible to receive an Employer Matching Contribution, the following provisions apply:”

4. In order to reflect certain changes to the automatic contribution arrangement of the Plan that are effective as of January 1, 2024, Section 3.4 of the Plan, entitled “**Automatic Contribution Arrangement for Certain Participants Hired On or After January 1, 2016,**” is amended by adding a new Paragraph (i), entitled “**Changes to Automatic Contribution Arrangement Effective January 1, 2024,**” at the end of Section 3.4 that reads as follows:

“(i) Changes to Automatic Contribution Arrangement Effective January 1, 2024. Notwithstanding any provision in this Section 3.4 to the contrary, the following changes are made with respect to the automatic contribution arrangement under this Section 3.4 (and, for purposes of the elimination of automatic increases, also with respect to any automatic contribution arrangement under Section 3.5), effective as of January 1, 2024:

(1) **Automatic Deemed Deferral Rate Changed to 3% (from 5%) for Participants Hired on or after January 1, 2024:** Notwithstanding Section 3.4(a) above or any other provision of the Plan to the contrary, for each Eligible Employee who is hired on or after January 1, 2024, and who is subject to the automatic contribution arrangement described in this Section 3.4, the percentage of Compensation that such Eligible Employee will be deemed to have automatically elected to defer as Before-Tax Contributions will be 3% (and not the 5% referenced in Section 3.4(a) applicable to Eligible Employees hired on or before December 31, 2023).

(2) **Certain Recently Hired Terminix Employees Subject to 3% Automatic Contribution Arrangement:** Notwithstanding Section 3.4(h) above or any other provision of the Plan to the contrary, an Eligible Employee who is classified by the Employer as a “Terminix employee” is not subject to the automatic contribution arrangement described in this Section 3.4, *except* that an Eligible Employee who is classified by the Employer as a “Terminix employee” who was recently hired such that participation in the Terminix Retirement Plan had not yet commenced as of December 31, 2023, and who becomes a Participant in the Plan on or after January 1, 2024, will be subject to the automatic contribution arrangement under this Section 3.4 at a deemed deferral rate of 3% (similar to the automatic contribution arrangement that generally applies to Eligible Employees hired on or after January 1, 2024).

(3) **Temporary, Holiday, and Seasonal Employees Who Become Participants on or after January 1, 2024 Not Subject to Automatic Contribution Arrangement:** Notwithstanding Section 3.4(h) above or any other provision of the Plan to the contrary, an Eligible Employee who is classified by the Employer as a “temporary employee,” a “holiday employee,” or a “seasonal employee” and who becomes a Participant on or after January 1, 2024, is *not* subject to the automatic contribution arrangement described in this Section 3.4

(4) **No Automatic Increase Beginning On and After January 1, 2024:** Notwithstanding Section 3.4(e) above, Section 3.5, or any other provision of the Plan to the contrary, the “automatic increase” of 1% provided by any automatic contribution arrangement in effect under the Plan immediately prior to January 1, 2024, will no longer apply on or after January 1, 2024. For the avoidance of doubt, this means that any automatic increase that would otherwise have taken effect under any such arrangement on January 1, 2024 (whether pursuant to Section 3.4(e) or Section 3.5 of the Plan) will not take effect.”

5. In order to provide for a 2-year cliff vesting schedule for matching contributions made for periods on or after January 1, 2024 (and retain the 3-year cliff vesting for Employer contributions made for periods prior to January 1, 2024), Section 14.4 of the Plan, entitled “**Vested Interest – Employer Contribution Account**,” is deleted in its entirety and replaced with a new Section 14.4 that reads as follows:

“14.4 Vested Interest – Employer Contribution Account.

(a) **2-Year Cliff Vesting Schedule for Employer Matching Contributions for Periods on or After January 1, 2024:** Except as otherwise provided in this Article or the Plan, a Participant’s Vested Interest in his Employer Contribution Account attributable to Employer Matching Contributions made on such Participant’s behalf for periods on or after January 1, 2024 (adjusted for earnings/losses allocable thereto) shall be determined by such Participant’s years of Vesting Service in accordance with the following schedule:

<u>Years of Vesting Service</u>	<u>Vested Interest</u>
Less than 2 years	0%
2 years or more	100%

(b) **3-Year Cliff Vesting Schedule Continues to Apply for Employer Contributions for Periods On or Before December 31, 2023:** Except as otherwise provided in this Article or the Plan, a Participant’s Vested Interest in his Employer Contribution Account (which includes Employer Matching Contributions and Employer Annual Contributions) attributable to Employer Contributions made on such Participant’s behalf for periods on or before December 31, 2023, shall continue to be determined by such Participant’s years of Vesting Service in accordance with the following schedule:

<u>Years of Vesting Service</u>	<u>Vested Interest</u>
Less than 3 years	0%
3 years or more	100%

(c) **Vesting Schedule for Employer Contributions Transferred from Terminix Retirement Plan:** The preceding notwithstanding, except as otherwise provided below in this Article or the Plan, and as reflected in Appendix E, Section XII of the Plan, a Participant’s Vested Interest in his Employer Contribution Account attributable to safe harbor Employer contributions made on such Participant’s behalf for periods on or before December 31, 2023 (adjusted for earnings/losses allocable thereto) and transferred to the Plan from the Terminix Retirement Plan shall continue to be determined by such Participant’s years of Vesting Service in accordance with the following schedule:

<u>Years of Vesting Service</u>	<u>Vested Interest</u>
Less than 2 years	0%
2 years or more	100%

As reflected in Appendix E, Section XII of the Plan, each Participant has a 100% Vested Interest with respect to any *non*-safe harbor Employer contributions transferred to the Plan from the Terminix Retirement Plan.

(d) **Additional Provisions.**

(1) The preceding notwithstanding, with respect to any Participant who was a Participant in the Plan on the day prior to the Effective Date, in no event shall such Participant's Vested Interest in his Employer Contribution Account after the Effective Date be less than his nonforfeitable interest in such Account on the day immediately preceding the Effective Date.

(2) The preceding notwithstanding, each Participant (i) who is an Eligible Employee of Presto-X LLC as of January 1, 2009, and (ii) who was hired by Presto-X LLC between the period beginning January 1, 2006 and ending December 31, 2007, will have a 100% Vested Interest in all Employer Contributions made on his behalf with respect to periods beginning on or after January 1, 2009.

(3) The preceding notwithstanding, Appendix E of the Plan provides certain other vesting provisions relating to Merged Plans, including, without limitation, a vesting schedule applicable to certain contributions under the J. P. Services LLC 401(k) Profit Sharing Plan (see Appendix E, Section XI)."

6. In order to provide for immediate full vesting for participants who become totally and permanently disabled while performing qualified military service, Section 14.6 of the Plan, entitled "**Immediate Vesting Events**," is deleted in its entirety and replaced with a new Section 14.6 that reads as follows:

"14.6 Immediate Vesting Events. Section 14.4 above notwithstanding, a Participant shall have a 100% Vested Interest in his Employer Contribution Account (a) upon the attainment of his Normal Retirement Date or Early Retirement Date while employed by the Employer or a Controlled Entity, (b) upon such Participant becoming totally and permanently disabled (as defined in Section 13.2) while an Employee or while performing qualified military service (as defined in Code section 414(u)(5)), (c) upon the death of such Participant while an Employee, or (d) if such Participant is an affected Participant, the occurrence of an event described in and under the conditions set forth in Section 26.2."

7. Appendix A of the Plan, which relates to Participating Employers, is replaced in its entirety with the Appendix A attached hereto. The amended Appendix A attached hereto reflects the current list of Participating Employers in the Plan (subject to Article XXVII of the Plan, which governs which entities are, and are not, eligible to be participating Employers in the Plan notwithstanding anything in Appendix A to the contrary), including that Terminix Holdings, LLC and each of its lower-tiered U.S. subsidiaries (unless and to the extent otherwise designated as ineligible to participate in the Plan) are Participating Employers effective as of January 1, 2024.
8. As amended hereby, the Plan is specifically ratified and reaffirmed.

EXECUTED this 27 day of December, 2023.

RENTOKIL NORTH AMERICA, INC.

By: Jennifer M. Deen
Printed Name: Director, Benefits
Title: Jennifer M. Deen

APPENDIX E (ADDENDUM, SECTION XII)

XII. ADDITIONAL PROVISIONS RELATING TO TERMINIX RETIREMENT PLAN

This Section XII of Appendix E shall apply to the Grandfathered Terminix Participants in lieu of or in addition to certain otherwise applicable provisions of the Plan.

1. **Definitions.** For purposes of this Section XII of Appendix E, the following definitions shall apply:

(a) **Terminix Plan:** The Terminix Retirement Plan.

(b) **Terminix Plan Merger Date:** The first moment of January 1, 2024.

(c) **Grandfathered Terminix Participant:** A Participant who was a participant in the Terminix Plan on December 31, 2023, immediately prior to the effective time of the merger of the Terminix Plan with and into the Plan.

2. **100% Vesting of Non-Safe Harbor Employer Contributions Transferred from Terminix Plan.** Notwithstanding any provision of the Plan to the contrary, each Grandfathered Terminix Participant shall have a 100% Vested Interest in the portion of his account balance under the Plan attributable to *non-safe* harbor employer contributions transferred to the Plan from the Terminix Plan (adjusted for earnings/losses allocable thereto).

3. **2-Year Cliff Vesting for Safe Harbor Contributions Transferred from Terminix Plan.** Notwithstanding any provision of the Plan to the contrary, to the extent not fully vested, each Grandfathered Terminix Participant's Vested Interest in his account balance under the Plan attributable to safe harbor employer contributions transferred to the Plan from the Terminix Plan (adjusted for earnings/losses allocable thereto) shall, consistent with the 2-year cliff vesting schedule under the Terminix Plan, be determined according to the following schedule (subject to immediate vesting upon certain events specified in Section 14.6 of the Plan):

<u>Years of Vesting Service</u>	<u>Vested Interest</u>
Less than 2 years	0%
2 years or more	100%

4. **Certain Installment Distributions under Terminix Plan in Pay Status Allowed to Continue.** If and to the extent a Grandfathered Terminix Participant elected under the terms of the Terminix Plan to receive monthly, quarterly, semi-annual, or annual installment distributions over a fixed period that is not otherwise available under the Plan, any such installment distribution that is in pay status as of the Terminix Plan Merger Date shall continue in accordance with such elected distribution. However, pursuant to Treasury Regulation section 1.411(d)-4, Q&A-2(e), the more expansive installment distribution options under the Terminix Plan are otherwise eliminated as of the Terminix Plan Merger Date.

5. Grandfathered Terminix Participants with Outstanding Loan from Each Plan Allowed to Continue Both Loans. Notwithstanding any provision in the Plan's loan procedure document to the contrary, a Grandfathered Terminix Participant who had one (1) loan outstanding under the Terminix Plan that was transferred to the Plan and one (1) loan outstanding under the Rentokil Plan immediately prior to the merger of the Terminix Plan into the Plan may, after the Terminix Plan Merger Date, continue to have each such loan remain outstanding under the Plan according to the loan terms governing each such loan on the day immediately prior to the Plan Merger Date.

APPENDIX A

PARTICIPATING EMPLOYERS

This Appendix A is intended for informational purposes and to provide a list of the participating Employers in the Plan. Notwithstanding anything in this Appendix A to the contrary, Article XXVII of the Plan governs which entities are, and are not, eligible to be participating Employers in the Plan. Thus, for example, an entity may be a participating Employer pursuant to Article XXVII of the Plan, regardless of whether the list in this Appendix A includes such entity.

Effective as of January 1, 2024

Rentokil North America, Inc. (Plan sponsor)

Each lower-tiered Controlled Entity of Rentokil North America, Inc. that is organized under the laws of a state within the United States of America and has Eligible Employees (unless and to the extent such lower-tiered entity has been designated as ineligible to participate in the Plan), which include, without limitation:

Medentex, LLC
The Steritech Group, Inc.
Vector Disease Acquisition, LLC
Solitude Lake Management, LLC
Vector Disease Control International, LLC
Environmental Pest Service, LLC
Arrow Environmental Services, LLC
Bug-Out Acquisition, LLC

Terminix Holdings, LLC

Each lower-tiered Controlled Entity of Terminix Holdings, LLC that is organized under the laws of a state within the United States of America and has Eligible Employees (unless and to the extent such lower-tiered entity has been designated as ineligible to participate in the Plan), which include, without limitation:

The Terminix Company, LLC
The Terminix International Co LP
Secure Monthly Affordable Credit LP
ServiceMinder BSC LLC
W.B. McCloud and Company Inc.
Gregory Pest Control LLC
Copesan Services, Inc.
RAMAC (US) LLC dba Assured Environments

**SECOND AMENDMENT TO
RENTOKIL INITIAL USA 401(k) PLAN
(As Amended and Restated as of January 1, 2023)**

WHEREAS, Rentokil North America, Inc. (the “Company”) sponsors and maintains the Rentokil Initial USA 401(k) Plan (the “Plan”) for the benefit of eligible employees; and

WHEREAS, pursuant to Section 25.1 of the Plan, the Company, as well as the administrative committee that administers the Plan (the “Committee”), may amend the Plan from time to time; and

WHEREAS, the Company desires to amend the Plan to provide that (1) “RNA Senior Management” (as defined below), by majority action, has the authority to appoint, remove, and/or replace Committee members to the same extent as the Board of Directors of the Company (the “Board”), and (2) RNA Senior Management, by majority action, has the authority to make amendments to the Plan to the same extent as the Board; and

WHEREAS, this instrument is designated as “Second Amendment” to reflect that it is the second amendment to the Plan document as amended and restated effective as of January 1, 2023 that does *not* relate to a plan merger;

NOW, THEREFORE, effective as of May 1, 2024, the Plan is hereby amended as follows:

1. Article I of the Plan is amended to add a new definition of “**RNA Senior Management**” that reads as follows:

“RNA Senior Management: The group of officers consisting of the Chief Executive Officer, Rentokil North America I (currently Brad Paulsen), the Chief Human Resources Officer of the Company (currently Anthony Brown), and the Chief Financial Officer of the Company (currently Jason Coyle).”

2. Article XXII of the Plan is amended by adding a new Section 22.2A (to follow existing Section 22.2) entitled “**Authority of RNA Senior Management to Appoint, Remove, and Replace Committee Members**” that reads as follows:

“22.2A Authority of RNA Senior Management to Appoint, Remove, and Replace Committee Members. Notwithstanding any provision in Article XXII to the contrary, and without diminishing any authority of the Directors under this Article XXII, RNA Senior Management, by majority action, may appoint, remove, and/or replace members of the Committee to the same extent as the Directors.”

3. Section 25.1 of the Plan, entitled “**Right to Amend**,” is amended by adding a new sentence at the end of such Section that reads as follows:

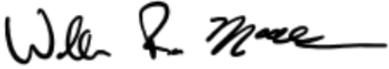
“In addition, and without diminishing any authority of the Directors or the Committee under this Section 25.1, RNA Senior Management, by majority action, may amend the Plan to the same extent as the Directors (including

amendments that have a significant cost impact on the Employer).”

4. As amended hereby, the Plan is specifically ratified and reaffirmed.

EXECUTED this 1st day of June, 2024.

RENTOKIL NORTH AMERICA, INC.

By: 
Printed Name: William R. McAllister
Title: General Counsel & Secretary

**THIRD AMENDMENT TO
RENTOKIL INITIAL USA 401(k) PLAN
(As Amended and Restated as of January 1, 2023)**

WHEREAS, Rentokil North America, Inc. (the “Company”) sponsors and maintains the Rentokil Initial USA 401(k) Plan (the “Plan”) for the benefit of eligible employees; and

WHEREAS, pursuant to Section 25.1 of the Plan, the Company may amend the Plan from time to time, including by action of at least two of the three officers who constitute RNA Senior Management (as defined in the Plan); and

WHEREAS, the Company desires to amend the Plan to (i) eliminate the true-up Employer Matching Contributions effective for pay periods with pay dates on or after January 1, 2025, and (ii) reflect that, effective as of April 1, 2024, The Terminix Company, LLC is no longer a participating Employer in the Plan as a result of the merger of The Terminix Company, LLC with and into Rentokil North America, Inc. on such date; and

WHEREAS, this instrument is designated as “Third Amendment” to reflect that it is the third amendment to the Plan document as amended and restated effective as of January 1, 2023 that does *not* relate to a plan merger;

NOW, THEREFORE, effective as of January 1, 2025 (except as otherwise indicated below), the Plan is hereby amended as follows:

1. Section 6.2 of the Plan (entitled “**True-Up Matching Contributions**”) is amended by adding a new sentence at the end of such Section that reads as follows:

“Notwithstanding the foregoing, effective for pay periods with pay dates on or after January 1, 2025, true-up Employer Matching Contribution amounts shall no longer be contributed to the Trust by the Employer.”
2. Appendix B of the Plan, which relates to Employer Matching Contributions, is replaced in its entirety with the Appendix B attached hereto. The amended Appendix B attached hereto reflects that, effective for pay periods with pay dates on or after January 1, 2025, no true-up Employer Matching Contributions shall be made under the Plan.
3. In order to reflect the merger of The Terminix Company, LLC with and into Rentokil North America, Inc. effective April 1, 2024, the Plan is hereby amended to reflect, for the avoidance of doubt, that The Terminix Company, LLC is no longer a participating Employer in the Plan effective as of April 1, 2024 as a result of such merger.
4. As amended hereby, the Plan is specifically ratified and reaffirmed.

[Signature page to follow]

EXECUTED this 17th day of December, 2024.

RENTOKIL NORTH AMERICA, INC.

By: 
Printed Name: Brad Paulsen
Title: CEO of Rentokil North America 1/
RNA Senior Management member

By: 
Printed Name: Anthony Brown
Title: Chief Human Resources Officer
of Rentokil North America, Inc./
RNA Senior Management member

APPENDIX B

EMPLOYER MATCHING CONTRIBUTIONS

The Employer Matching Contributions made pursuant to Section 6.1 of the Plan shall be determined as set forth below.

All Match Participants: Effective as of January 1, 2025, with respect to each Match Participant, the Employer Matching Contributions for each pay period shall be an amount that equals 50% of the Before-Tax Contributions and Roth Contributions (including Catch-Up Contributions) of such Match Participant that were not in excess of 7% of such Match Participant's Compensation for such pay period. Effective for pay periods with pay dates on or after January 1, 2025, no true-up Employer Matching Contributions (as described in Section 6.2) shall be made under the Plan.

Employer Matching Contributions are Discretionary for Participants Who are Highly Compensated Employees

Notwithstanding any provision of this Appendix B or the Plan to the contrary, with respect to a Match Participant who is a Highly Compensated Employee for a Plan Year, an Employer Matching Contribution for such Plan Year shall be made only if, and to the extent, the Employer, in its absolute and sole discretion, determines that such Employer Matching Contribution shall be made for such Plan Year. With respect to a Highly Compensated Employee who is eligible to receive an Employer Matching Contribution, the Employer, in its absolute and sole discretion, may reduce such Employer Matching Contribution to an amount equal to a lower percentage (including zero) or a lower limit (including zero) that is set forth above in this Appendix B. By way of illustration, and not limitation, the Employer, in its discretion, may reduce the Employer Matching Contributions for Highly Compensated Employees to an amount (including zero) that would not cause a violation of the nondiscrimination requirements applicable to the Plan.

**FOURTH AMENDMENT TO
RENTOKIL INITIAL USA 401(k) PLAN
(As Amended and Restated as of January 1, 2023)**

WHEREAS, Rentokil North America, Inc. (the “Company”) sponsors and maintains the Rentokil Initial USA 401(k) Plan (the “Plan”) for the benefit of eligible employees; and

WHEREAS, pursuant to Section 25.1 of the Plan, the Company may amend the Plan from time to time, including by action of at least two of the three officers who constitute RNA Senior Management (as defined in the Plan); and

WHEREAS, the Company desires to amend the Plan, effective as of March 1, 2025, to exclude from the definition of “Compensation” all post-severance compensation that is paid later than 30 days following a severance from employment; and

WHEREAS, this instrument is designated as “Fourth Amendment” to reflect that it is the fourth amendment to the Plan document as amended and restated effective as of January 1, 2023 that does *not* relate to a plan merger;

NOW, THEREFORE, effective as of March 1, 2025, the Plan is hereby amended as follows:

1. Section 1.1(12) of the Plan (definition of “**Compensation**”) is deleted and replaced in its entirety with a new Section 1.1(12) that reads as follows, with the only changes to such Section being in clauses (A)(iv) and (B)(iv) to reflect that no post-severance compensation paid later than 30 days following a severance from employment is included in Compensation:

“(12) **Compensation**: The total of all amounts paid by the Employer to or for the benefit of a Participant for services rendered or labor performed for the Employer that are required to be reported on the Participant’s federal income tax withholding statement or statements (Form W-2 or its subsequent equivalent), subject to the following adjustments and limitations:

(A) The following shall be included:

- (i) Elective contributions made on a Participant’s behalf by the Employer that are not includable in income under section 125, section 402(e)(3), section 402(h), or section 403(b) of the Code, and any amounts that are not includable in the gross income of a Participant under a salary reduction agreement by reason of the application of section 132(f) of the Code;
- (ii) Compensation deferred under an eligible deferred compensation plan within the meaning of section 457(b) of the Code;
- (iii) Employee contributions described in section 414(h) of the Code that are picked up by the employing unit and are treated as employer contributions; and

(iv) Any amounts representing regular pay that are paid after a Participant's severance from employment (within the meaning of Treasury Regulation section 1.415(c)-2(e)(3)(ii)), including payment for services during the Participant's regular working hours, or compensation for services outside the Participant's regular working hours (such as overtime or shift differential), commissions, bonuses, or other similar payments, will not fail to be Compensation merely because such amounts are paid after the Participant's severance from employment, provided that (A) such amounts are paid no later than 30 days after the severance from employment, and (B) such amounts would have been paid to the Participant prior to a severance from employment if the Participant had continued in the employment of the Employer. This would generally include, for example, the Participant's final paycheck to the extent it represents earned wages or salary (and other amounts described above in this clause (iv)), if paid to the Participant after severance from employment.

(B) The following shall *not* be included:

(i) (a) Long-Term Incentive Plan (LTIP) payments, which are a type of senior executive bonus scheme payments;

(b) *For purposes of determining Employer Contributions*, senior executive bonus scheme payments (but senior executive bonus scheme payments *other than* Long-Term Incentive Plan (LTIP) payments described in clause (i)(a) above will be included for other purposes, such as determining Before-Tax Contributions and Roth Contributions);

(ii) Any "Company Holiday Fund Match" amount received by a Participant;

(iii) All amounts received by the Participant after such Participant's severance from employment with the Employer that would *not* have been received by such Participant had he continued in employment with the Employer, including, for example, severance pay, as well as parachute payments within the meaning of section 280G(b)(2) of the Code if paid after severance from employment;

(iv) Amounts received by a Participant after such Participant's severance from employment with the Employer that would have been received by such Participant had he continued in employment with the Employer if such amounts are received after 30 days following the severance from employment;

(v) Optional amounts described in Treasury regulation section 1.415(c)-2(e)(3)(iii) and (4), including, without limitation,

payment of accrued vacation and other leave that is paid after severance from employment; and

(vi) Any amount received by a Participant from the Employer as a “differential wage payment” (within the meaning of section 3401(h)(2) of the Code) for any period that such Participant is not performing services for the Employer by reason of qualified military service (as defined under section 414(u) of the Code).

(C) The Compensation of any Participant taken into account for purposes of the Plan shall be limited to \$170,000 for Plan Years beginning before January 1, 2002, and \$200,000 for any Plan Year beginning on or after January 1, 2002, with such limitation to be:

(i) Adjusted automatically to reflect any amendments to section 401(a)(17) of the Code and any cost-of-living increases authorized by section 401(a)(17) of the Code (such Compensation limitation is \$330,000 as of January 1, 2023); and

(ii) Prorated for a Plan Year of less than twelve months and to the extent otherwise required by applicable law;

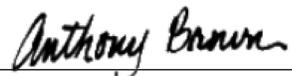
provided, however, that to the extent consistent with Internal Revenue Service guidance, the fact that a Participant’s Compensation for the Plan Year exceeds the section 401(a)(17) dollar limitation will not preclude such Participant from making or receiving contributions under the Plan provided that the amount of such contributions in the aggregate are not based on Compensation in excess of the section 401(a)(17) dollar limitation.”

2. As amended hereby, the Plan is specifically ratified and reaffirmed.

EXECUTED this 17th day of December, 2024.

RENTOKIL NORTH AMERICA, INC.

By: 
Printed Name: Brad Paulsen
Title: CEO of Rentokil North America 1/
RNA Senior Management member

By: 
Printed Name: Anthony Brown
Title: Chief Human Resources Officer
of Rentokil North America, Inc./
RNA Senior Management member