

**DIRECTOR DEED OF IRREVOCABLE UNDERTAKING**

To: International Paper Company (“**International Paper**”)  
6400 Poplar Avenue, Memphis, TN 38197, United States

From: Geoff Drabble  
c/o 1 Paddington Square, London, United Kingdom, W2 1DL

16 April 2024

**Proposed acquisition of DS Smith Plc (“DS Smith”)**

**1. Acquisition**

- 1.1 In this undertaking (the “**Undertaking**”), the “**Acquisition**” means the proposed acquisition by or on behalf of International Paper of the entire issued and to be issued share capital of DS Smith, to be implemented by way of a scheme of arrangement (the “**Scheme**”) under Part 26 of the Companies Act 2006, (the “**Act**”) or, subject to the terms of the Co-operation Agreement, if International Paper so elects, a takeover offer within the meaning of section 974 of the Act (the “**Offer**”) (including any new, increased, renewed or revised terms of such acquisition), substantially on the terms and conditions set out or referred to in the draft announcement to be made pursuant to Rule 2.7 of the City Code on Takeovers and Mergers (the “**Code**”), which is annexed to this Undertaking (the “**2.7 Announcement**”) and on such other terms and conditions as required to comply with the requirements of the Panel on Takeovers and Mergers (the “**Panel**”), any applicable law or regulation, or as agreed between International Paper and DS Smith.
- 1.2 Unless otherwise defined in this Undertaking or unless the context requires otherwise, capitalised terms shall have the meanings given to them in the 2.7 Announcement.

**2. Condition of Undertaking**

The terms of this Undertaking are conditional upon the 2.7 Announcement being released by not later than 8.00 a.m.(London time) on 16 April 2024, or such later date as International Paper and DS Smith may agree (and, where required by the Code, as approved by the Panel).

**3. Ownership of DS Smith Shares**

I represent and warrant to International Paper that:

- (a) I am the registered holder and/or beneficial owner of (or am otherwise able to control the exercise of all rights, including voting rights, attaching to, and rights to procure the transfer of) the number of ordinary shares of 10 pence each in the capital of DS Smith (“**DS Smith Shares**”) as set out in Part 1 of Schedule 1 (the “**Existing DS Smith Shares**”);
- (b) I am the holder of (or am otherwise able to control the exercise of all rights attaching to) the number of options and awards over DS Smith Shares as set out in Part 2 of Schedule 1 (the “**Awards**”);
- (c) I hold the Existing DS Smith Shares free of all liens, charges, options, equities, encumbrances or third-party rights which are inconsistent with the terms of this Undertaking;

- (d) I have the full power and authority and the right (free from any legal or other restrictions), and will at all times continue to have all relevant power and authority and the right, to:
  - (i) enter into this Undertaking, to perform the obligations in this Undertaking in accordance with their terms; and
  - (ii) exercise (or procure the exercise of) all voting rights attaching to the Existing DS Smith Shares and otherwise to take all necessary actions (or procure they are taken) to approve the Scheme in respect of, and to transfer, the Existing DS Smith Shares;
- (e) I shall promptly notify International Paper in writing of any change to or inaccuracy in any information supplied, or representation or warranty given, by me under this Undertaking; and
- (f) save as set out in Schedule 1, I am not interested in DS Smith Shares or any other securities of DS Smith or any rights to subscribe, convert, purchase or otherwise acquire any DS Smith Shares.

#### 4. Dealings and undertakings

4.1 Except pursuant to the Acquisition or as permitted pursuant to paragraph 4.2 below, I undertake to International Paper that I shall not (and, if relevant, shall procure that the registered holder shall not):

- (a) sell, transfer, pledge, charge, encumber, create or grant any trust, option or lien over or otherwise dispose of (or permit any such action to occur in relation to):
  - (i) the Existing DS Smith Shares or any interest in such shares; or
  - (ii) any other DS Smith Shares issued or unconditionally allotted to, or otherwise acquired by, me or any DS Smith Shares in respect of which I become the registered holder or beneficial owner (or otherwise gain control over the exercise of all rights, including voting rights, attaching to any DS Smith Shares) (“**Further DS Smith Shares**”); or
  - (iii) any other shares or interests in shares attributable to, or deriving from, such DS Smith Shares (together with the Existing DS Smith Shares and the Further DS Smith Shares, the “**Shares**”).
- (b) exercise any voting rights attaching to the Shares to vote in favour of any resolution to approve an acquisition of DS Smith or any other transaction which is proposed by any person other than International Paper or which would impede, delay or frustrate the Acquisition;
- (c) without the consent of International Paper, in relation to the Shares, requisition, or join in requisitioning, any general, class or other shareholder meeting of DS Smith for the purposes of voting on any resolution to approve an acquisition or any other transaction or corporate action which would, or could reasonably be expected to, impede, delay or frustrate the Acquisition;
- (d) accept, or give any undertaking in each case in my capacity as a holder of the Shares (whether conditional or unconditional) to accept any offer (whether implemented by way of a takeover offer or scheme of arrangement) in respect of the Shares by any person other than International Paper;
- (e) acquire or otherwise deal or undertake any dealing in any DS Smith Shares or any relevant securities of DS Smith (or any interest in DS Smith securities) other than in connection with the exercise or vesting of the Awards; or
- (f) enter into any agreement or arrangement or incur any obligation:

- (i) in relation, or operating by reference, to the Shares which would or might reasonably restrict or impede my ability to comply with this Undertaking; or
- (ii) to do all or any of the acts referred to in paragraphs 4(a), (b), (c), (e) or (e) above,

and references to any agreement, arrangement or obligation shall include any such agreement, arrangement or obligation whether or not legally binding or subject to any condition.

4.2 Paragraph 4.1 above (if and to the extent applicable) shall not restrict me from:

- (a) exercising any options under the DS Smith Share Schemes;
- (b) acquiring further options, awards or Shares under the DS Smith Share Schemes;
- (c) selling such number of Shares as may be required to cover my liability for: (i) income tax and employee national insurance contributions (or similar); (ii) if required, any exercise price payable; and (iii) any associated dealing costs or fees, in each case where relevant in respect of the exercise of any such options, the vesting of any such awards or the release of any such Shares; or
- (d) transferring some or all of my Shares acquired under the DS Smith Share Schemes to a nominee, trust or similar arrangement in connection with the ordinary course of operation of DS Smith Share Scheme(s) (including, for the avoidance of doubt, in connection with any holding requirements related to the DS Smith Share Scheme(s)), provided that I procure the transferee complies with the terms of this Undertaking in respect of such Shares.

4.3 Notwithstanding the provisions of paragraph 4.1 above, prior to my voting in favour of the Scheme in accordance with paragraph 5 below, I shall be permitted to transfer some or all of my Shares (in one or more transactions) provided that:

- (a) such transfer is undertaken as part of my bona fide tax planning;
- (b) I notify you no less than five business days prior to such transfer; and
- (c) I procure the intended transferee complies with the terms of this Undertaking in respect of such Shares.

## 5. Undertaking to vote in favour of the Scheme and Award proposals

5.1 I irrevocably undertake to International Paper that, unless International Paper otherwise requests in writing:

- (a) I shall exercise or, where applicable, procure the exercise of, all voting rights attaching to the Shares to vote in favour of the resolutions (the “**Resolutions**”) to be proposed at:
  - (i) the meeting to be convened at the direction of the Court pursuant to section 896 of the Act in order for DS Smith’s shareholders to consider and, if thought fit, approve the Scheme (including any adjournment thereof) (the “**Court Meeting**”); and
  - (ii) the general meeting of DS Smith shareholders to consider and, if thought fit, approve certain matters in connection with the Acquisition (including any adjournment thereof) (the “**General Meeting**”);

- (b) I shall exercise or, where applicable, procure the exercise of, all voting rights attaching to the Shares to vote against any resolution or proposal to adjourn the General Meeting;
  - (c) I shall exercise, or, where applicable, procure the exercise of, all voting rights attaching to the Shares to vote against any resolution (whether or not amended and whether put to a show of hands or a poll) which is proposed at any general or class meeting of DS Smith (including any adjournment thereof) or at any meeting of holders of shares in DS Smith convened by a court (including any adjournment thereof) which might reasonably be expected to:
    - (i) delay, impede or frustrate the Acquisition in any way (which shall include any resolution to approve a scheme of arrangement or acquisition of any DS Smith Shares by a third party); or
    - (ii) have an impact on the fulfilment of any condition to the Acquisition; and
  - (d) I shall:
    - (i) as soon as reasonably practicable and in any event within seven days of the date of publication of the circular containing the Scheme (the “**Scheme Document**”) (or in respect of any Further DS Smith Shares subsequently issued to me, within seven days of such issue):
      - (1) in respect of any Shares held in certificated form, return the signed forms of proxy enclosed with the Scheme Document, completed and signed and voting in favour of the Resolutions, in accordance with the instructions printed on the forms of proxy; and
      - (2) in respect of any Shares held in uncertificated form, take or procure the taking of any action which may be required by DS Smith or its nominated representative in order to make a valid proxy appointment and provide valid CREST proxy instructions voting in favour of the Resolutions;
    - (ii) for the purposes of voting on any other resolution referred to in paragraphs 5.1(b) or 5.1(c) above, if requested by International Paper, as soon as reasonably practicable:
      - (1) in respect of any Shares held in certificated form, execute any form of proxy required by International Paper; and
      - (2) in respect of any Shares held in uncertificated form, take or procure the taking of any action which may be required by DS Smith or its nominated representative in order to make a valid proxy appointment and provide valid CREST proxy instructions; and
    - (iii) not revoke or withdraw any such form of proxy (once it has been returned) or CREST proxy instructions (once they have been duly made).
- 5.2 I shall accept (or procure the acceptance of) any proposal(s) to be made by or on behalf of International Paper in compliance with Rule 15 of the Code, in respect of any outstanding Awards no less than ten days prior to the deadline to accept any such proposal or otherwise ensure that any Shares arising on conversion of Awards are accepted in the Scheme or allow the Awards to lapse.
- 5.3 I agree that if, after the date of this Undertaking, any Further DS Smith Shares are acquired by me through the vesting or exercise of the Awards or otherwise, such

Further DS Smith Shares will form part of the Shares and will be subject to the terms of this Undertaking.

## **6. Consents**

Solely in my capacity as holder of the Shares and, for the avoidance of doubt, not in my capacity as a director of DS Smith, I:

- (a) consent to the issue of the 2.7 Announcement with reference to me and the registered holder of any of the Shares in which I have (or will have) a beneficial interest and to the particulars of this Undertaking;
- (b) consent to particulars of this Undertaking being set out in any other announcement or document made or published in connection with the Acquisition and in the Scheme Document;
- (c) consent to this Undertaking being made available on the websites of International Paper and DS Smith in accordance with Rule 26.1 or 26.2 of the Code and/or as required by applicable law and regulation; and
- (d) acknowledge that I am obliged to make appropriate disclosure under Rule 2.10 of the Code promptly after becoming aware that I will not be able to comply with the terms of this Undertaking or no longer intend to do so.

## **7. 2.7 Announcement and proceeding with the Acquisition**

I acknowledge that the release of the 2.7 Announcement is at International Paper's absolute discretion. Nothing in this Undertaking shall oblige International Paper to announce or proceed with the Scheme or the Acquisition.

## **8. Lapse of Undertaking**

8.1 All of my obligations pursuant to this Undertaking will lapse and cease to have effect on the earlier of the following:

- (a) the 2.7 Announcement is not released by 8.00 a.m. (London time) on 16 April 2024 (or such later date as DS Smith and International Paper may agree); or
- (b) International Paper announces, with the consent of the Panel and prior to publication of the Scheme Document, that it does not intend to proceed with the Acquisition and no new, revised or replacement Scheme or Offer is announced by International Paper in accordance with Rule 2.7 of the Code at the same time; or
- (c) the Scheme lapses or is withdrawn in accordance with its terms (other than where such lapse or withdrawal is as a result of International Paper electing to implement the Acquisition by way of an Offer) and no new, revised or replacement Scheme is announced by International Paper in accordance with Rule 2.7 of the Code at the same time; or
- (d) the Scheme has not become effective by 11.59 p.m. (London time) on the Long Stop Date (as defined in the 2.7 Announcement); or
- (e) the date on which any competing offer for the entire issued and to be issued share capital of DS Smith becomes or is declared wholly unconditional or, if proceeding by way of a scheme of arrangement, becomes effective in accordance with its terms.

8.2 If my obligations in this Undertaking lapse, I shall have no claim against International Paper and International Paper shall not have any claim against me, other than in respect of any prior breach of any of the terms of this Undertaking.

## **9. Implementation of the Acquisition by way of an Offer**

- 9.1 I acknowledge that International Paper reserves the right, subject to the terms of the Cooperation Agreement, to implement the Acquisition by way of an Offer and, if International Paper so elects, I confirm and agree that this Undertaking shall continue to be binding *mutatis mutandis* in respect of the Shares and all references to the Scheme shall, where the context permits, be read as references to the Offer (or to both the Scheme and the Offer, as appropriate). Notwithstanding the generality of the foregoing, references in this Undertaking to:
- (a) voting in favour of the Resolutions shall be read and construed as accepting the Offer;
  - (b) the Scheme becoming effective shall be read as a reference to the Offer becoming or being declared unconditional; and
  - (c) the Scheme Document shall be read as a reference to the offer document containing the Offer (the “**Offer Document**”).

## **10. Power of Attorney**

- 10.1 By executing and delivering this Undertaking and by way of security for the representations, warranties, consents, agreements and obligations in this Undertaking, I irrevocably appoint any director of International Paper jointly and severally as my attorney (with full power of substitution to delegate the performance of their powers and rights under this appointment (other than the power of delegation) to any nominee of International Paper or any director of such nominee) for the purposes of executing a form of proxy (or, in the event of an Offer, a form of acceptance) and doing all such other acts and things as may be lawful and necessary to ensure compliance with this Undertaking, provided that such appointment shall only take effect if I have failed to comply with my obligations in paragraphs 4 and 5 of this Undertaking within the relevant time specified for compliance with such obligations and then only to the extent necessary to give effect to such obligations. I undertake to ratify and confirm whatsoever my attorney shall lawfully do or cause to be done by virtue of this power of attorney.
- 10.2 I acknowledge and agree that this power of attorney is given by way of security and is irrevocable until this Undertaking lapses in accordance with paragraph 8 (at which point this power of attorney shall be automatically revoked without further action by me).

## **11. Miscellaneous**

- 11.1 I understand that the information provided to me in relation to the Acquisition is given in confidence and must be kept confidential, save as required by law or any rule of any relevant regulatory body or stock exchange, until the 2.7 Announcement is released or the information has otherwise become generally or publicly available, provided that I may disclose relevant information to my professional advisers who need to know such information for the purposes of advising me in relation to the contents of this Undertaking. If, and to the extent, any of the information is inside information for the purposes of the Criminal Justice Act 1993 or Regulation (EU) No. 596/2014 of the European Parliament and of the Council on market abuse (Market Abuse Regulation) and the UK version of the Market Abuse Regulation applicable in the UK pursuant to s 3 EU Withdrawal Act 2018 (forming part of UK assimilated law) or any equivalent law or regulation (as applicable), I shall comply with the applicable restrictions on dealing in securities and disclosing inside information until after such information is made publicly available.

- 11.2 The obligations set out in this undertaking apply equally to the persons from whom I am to procure votes in favour of the Scheme and I shall procure the observance by such persons of the terms hereof as if they were each a party to this Undertaking.
- 11.3 This Undertaking is given by me solely in my capacity as a holder of the Shares. Nothing in this Undertaking shall constitute an obligation for me, in my capacity as a director of DS Smith, to take any action which is not permitted by Practice Statement No. 29 issued by the Panel with respect to Rule 21.2 of the Code, nor should anything in this Undertaking impose any obligations on me in my capacity as a director of DS Smith which would in any way impede or prejudice my obligations and duties, or fetter my discretion, as a director of DS Smith.
- 11.4 I agree that damages may not be an adequate remedy for breach of this Undertaking and accordingly International Paper shall be entitled to seek the remedies of specific performance or injunctive relief in respect of any such breach.
- 11.5 I agree that any delay by International Paper in exercising, or failing to exercise, any right or remedy under this Undertaking shall not constitute a waiver of such right or remedy. I agree that International Paper's rights and remedies under this Undertaking are cumulative and not exclusive of any rights or remedies provided by law.
- 11.6 If any provision of this Undertaking is held to be invalid or unenforceable, then such provision shall (so far as it is invalid or unenforceable) be given no effect and shall be deemed not to be included in this Undertaking, but without invalidating any of the remaining provisions.
- 11.7 No amendment or variation will be made to this Undertaking unless signed in writing by me and International Paper.
- 11.8 A person who is not a party to, or recipient of, this Undertaking shall have no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Undertaking.
- 11.9 This Undertaking contains the whole agreement between International Paper and me relating to the subject matter of this Undertaking.
- 11.10 This Undertaking shall bind my estate and personal representatives.
- 11.11 This Undertaking and any non-contractual obligations arising out of or in connection with it shall be governed by and construed in accordance with English law and I irrevocably submit to the exclusive jurisdiction of the courts of England and Wales.

*(Signature page follows)*

**EXECUTION VERSION**

**IN WITNESS WHEREOF**, this Deed has been duly executed and delivered as a deed on the date stated at the beginning of it.

**EXECUTED** and **DELIVERED** as a deed by )  
Geoff Drabble )



in the presence of:

Name of witness:

Address of witness:

Occupation of witness:

Signature of witness:





**SCHEDULE****PART 1****Existing DS Smith Shares**

<b>1. Number of ordinary shares of 10 pence each in DS Smith</b>	<b>2. Registered holder*</b>	<b>3. Beneficial owner*</b>
77,445	Geoff Drabble	Geoff Drabble

\* Where more than one, indicate number of shares attributable to each

**PART 2****Awards****A. The DS Smith 2008 Performance Share Plan**

<b>1. Number of awards / options over DS Smith Shares</b>	<b>2. Date of grant</b>	<b>3. Vesting date</b>	<b>4. Exercise price</b>
N/A	N/A	N/A	N/A

**B. The DS Smith 2020 Sharesave Plan**

<b>1. Number of awards / options over DS Smith Shares</b>	<b>2. Date of grant</b>	<b>3. Vesting date</b>	<b>4. Exercise price</b>
N/A	N/A	N/A	N/A

**C. The DS Smith Deferred Share Bonus Plan**

<b>1. Number of awards / options over DS Smith Shares</b>	<b>2. Date of grant</b>	<b>3. Vesting date</b>	<b>4. Exercise price</b>
N/A	N/A	N/A	N/A

**D. CFO Recruitment Award**

1. Number of awards / options over DS Smith Shares	2. Date of grant	3. Vesting date	4. Exercise price
N/A	N/A	N/A	N/A

**APPENDIX**

**Appendix – 2.7 Announcement**