Execution Version

SUPPLEMENTAL TRUST DEED

5 August 2026

ITV PLC

and

HSBC CORPORATE TRUSTEE COMPANY (UK) LIMITED

amending the provisions of the
Trust Deed dated 28 March 2024 (as previously amended)
relating to the
€500,000,000 4.25 per cent. Notes due 19 June 2032
issued under the
€3,000,000,000
Euro Medium Term Note Programme

FRESHFIELDS

THIS SUPPLEMENTAL TRUST DEED is made on 5 August 2026

BETWEEN:

(1) **ITV PLC**, a company incorporated under the laws of England and Wales with company number 04967001, whose registered office is at ITV White City, 201 Wood Lane, London, United Kingdom, W12 7RU (the **Issuer**); and

(2) **HSBC CORPORATE TRUSTEE COMPANY (UK) LIMITED**, a company incorporated under the laws of England and Wales with company number 06447555, whose registered office is at 8 Canada Square, London E14 5HQ (the **Trustee**, which expression shall, wherever the context so admits, include such company and all other persons or companies for the time being the trustee or trustees of these presents) as trustee for the Noteholders and the Couponholders (each as defined in the Principal Trust Deed referred to below).

WHEREAS:

(A) This Supplemental Trust Deed is supplemental to a Trust Deed dated 28 March 2024, as previously amended and/or supplemented from time to time (the **Principal Trust Deed**) made between the Issuer and the Trustee and relating to the €3,000,000,000 Euro Medium Term Note Programme established by the Issuer (the **Programme**).

(B) By the Principal Trust Deed there were constituted €500,000,000 4.25 per cent. Notes due 19 June 2032 (the **Notes**).

(C) By an extraordinary resolution passed by Noteholders on a meeting held on 5 August 2026 (the **Extraordinary Resolution**), the Noteholders, among other things, (i) approved certain amendments to the Principal Trust Deed and the Conditions of the Notes as set out herein; and (ii) authorised, requested and directed the Trustee to enter into a supplemental trust deed (substantially in the form of the draft produced at the meeting) in order to give effect to such amendments (and such draft was a draft of this Supplemental Trust Deed).

NOW THIS SUPPLEMENTAL TRUST DEED WITNESSES AND IT IS AGREED AND DECLARED as follows:

1. Subject as hereinafter provided and unless there is something in the subject matter or context inconsistent therewith all words and expressions defined in the Principal Trust Deed shall have the same meanings in this Supplemental Trust Deed, and shall be construed in accordance with the rules of construction set out in the Principal Trust Deed.

2. With effect on and from the date of this Supplemental Trust Deed, the Principal Trust Deed is modified as follows:

   (a) paragraph (p) of Clause 13 (*Covenants by the Issuer*) of the Principal Trust Deed shall be deleted and replaced with the following:

   "(p) give to the Trustee (i) on the date hereof, (ii) at the same time as sending to it the certificates referred to in paragraph (f) above and (iii) within seven days of any request by the Trustee or any amendment of the definition of Principal Subsidiary, a certificate by any Director, the CEO, the CFO, or the Director of Finance - Group of the Issuer addressed to the Trustee (with a form and content satisfactory to the Trustee) listing those Subsidiaries of the Issuer which as at the date hereof, as at the certification date (as defined in paragraph (f) above) of the relevant certificate given under paragraph (f) above or, as the case may be, as at the date or during the period requested by the Trustee or promptly following the amendment of the definition of Principal Subsidiary referred to above, were Principal Subsidiaries for the purposes of Condition 10;"

   (b) paragraph (q) of Clause 13 (*Covenants by the Issuer*) of the Principal Trust Deed shall be deleted and replaced with the following:

   "(q) give to the Trustee, as soon as reasonably practicable after a Subsidiary becomes or ceases to be a Principal Subsidiary (other than as a result of any amendment to the definition of Principal Subsidiary where a certificate is required to be delivered to the Trustee in accordance with Clause 13(p) above), a certificate by any Director, the CEO, the CFO, or the Director of Finance – Group of the Issuer addressed to the Trustee (with a form and content satisfactory to the Trustee) to such effect;"

(c) the definition of Permitted Restructuring in Condition 10.3 (*Definitions*) set out in Schedule 2 (*Terms and Conditions of the Notes*) to the Principal Trust Deed shall be deleted and replaced with the following:

"**Permitted Restructuring** means an amalgamation, merger, consolidation, reorganisation, restructuring or other similar arrangement (each, a **Reorganisation Event**):

(A) in the case of a Principal Subsidiary, not arising out of or involving the insolvency of such Principal Subsidiary; provided that, in the case of ITV Broadcasting Limited for so long as it is a Subsidiary of the Issuer, the whole or substantially the whole of the business, undertaking and assets are, immediately after the occurrence of the relevant Reorganisation Event, held by, or vested in, (directly or indirectly) the Issuer and/or one or more of the other Principal Subsidiaries; or

(B) in the case of the Issuer or a Principal Subsidiary, on terms approved in writing by the Trustee or by an Extraordinary Resolution of Noteholders;"

(d) the definition of Principal Subsidiary in Condition 10.3 (Definitions) set out in Schedule 2 (*Terms and Conditions of the Notes*) to the Principal Trust Deed shall be deleted and replaced with the following:

"**Principal Subsidiary** shall, at any time, mean:

(A) any Subsidiary of the Issuer which is from time to time the holder of a Channel 3 Licence; and

(B) any Subsidiary of the Issuer which has Covenant adjusted EBITDA or revenue (in each case excluding intra-group items) representing 15 per cent. or more of the Covenant adjusted EBITDA or revenue of the Group (on a consolidated basis) as determined by reference to the most recent set of audited financial statements of the Issuer adjusted in such manner as the Issuer may determine (which determination shall be conclusive in the absence of manifest error) to reflect the Covenant adjusted EBITDA or revenue of any entity which has become or ceased to be a Subsidiary of the Issuer since the end of the financial year to which the most recent audited financial statements of the Issuer relate.

For the purpose of this definition, **Covenant adjusted EBITDA** means earnings before tax, depreciation and amortisation used to calculate the Issuer's compliance with its facilities agreements and as set out (in the case of the Issuer) in the most recent audited financial statements of the Issuer.

A certificate addressed to the Trustee and signed by any Director, the CEO, the CFO, or the Director of Finance – Group of the Issuer stating that, in their opinion, a Subsidiary of the Issuer is or is not or was not at any particular time or throughout any specified period a Principal Subsidiary and setting out the basis for such opinion shall, in the absence of manifest error, be conclusive and binding on the Issuer, the Trustee, the Noteholders and the Couponholders;"

3. This Supplemental Trust Deed is supplemental to the Principal Trust Deed and, subject to the amendments to be effected to the Principal Trust Deed hereunder, the Principal Trust Deed shall remain in full force and effect and the Principal Trust Deed and this Supplemental Trust Deed shall be read and construed together as one deed.

4. A person who is not a party to this Supplemental Trust Deed has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Supplemental Trust Deed, but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

5. This Supplemental Trust Deed may be executed in one or more counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same Deed.

6. This Supplemental Trust Deed and any non-contractual obligation arising out of or in relation to this Supplemental Trust Deed shall be governed by, and interpreted in accordance with, English law.

7.

(a) Subject to subclause (b) below, the English courts have exclusive jurisdiction to settle any dispute arising out of or in connection with these presents, including any dispute as to its existence, validity, interpretation, performance, breach or termination or the consequences of its nullity and any dispute relating to any non-contractual obligations arising out of or in connection with them (a **Dispute**) and each party submits to the exclusive jurisdiction of the English courts.

(b) For the purpose of this subclause (b), the Issuer waives any objection to the English courts on the grounds that they are an inconvenient or inappropriate forum to settle any Dispute.

(c) To the extent allowed by law, the Trustee, the Noteholders and the Couponholders may, in respect of any Dispute or Disputes, take (i) proceedings in any other court with jurisdiction; and (ii) concurrent proceedings in any number of jurisdictions.

IN WITNESS whereof this Supplemental Trust Deed has been executed as a deed by the Issuer and the Trustee and delivered on the date first stated on page 1.

SIGNATORIES

EXECUTED as a **DEED** by	)	Chris Kennedy ....
ITV PLC	)	Director
acting by two directors:	)	
	)	Carolyn McCall
	)	....
	)	Director

EXECUTED as a **DEED** by
HSBC CORPORATE TRUSTEE COMPANY (UK) LIMITED
acting by its duly appointed attorney:

Simon Lazarus
……………………………

(Signature of attorney)

Attorney name (print):

……………………………

Witnessed by:

Laura Lazarus
……………………………

Witness's name (print):

……………………………

Witness's Address:

……………………………