

Invesco Bond Income Plus Limited

Date: 17 June 2026

Mark Bridgeman
Invesco Bond Income Plus Limited (the "**Company**")
JTC House
28 Esplanade
St Helier
Jersey JE4 2QP

Dear Mark

Letter of Appointment

Appointment

You will be appointed to the board of directors of the Company (the "**Board**") with effect from 17 June 2026 and your election will need to be approved by shareholders at the Company's annual general meeting ("**AGM**") the following year. In accordance with the AIC Code, all directors seek annual re-election. The intention is that no director will serve on the Board for longer than nine years.

The Articles of Association adopted by the Company set out certain provisions relating to the termination of directors' appointments. Any director who is not re-elected at an AGM will automatically cease to be a director of the Company with immediate effect.

You have been approved by the Jersey Financial Services Commission as a Principal Person in connection with the Company under the Collective Investment Funds (Jersey) Law 1988, as amended, and you agree to maintain such Principal Person status for as long as you continue to be a director of the Company.

Role

You have been appointed as a non-executive director and Chair of the Board under the terms of this letter, which is not intended to give rise to an employer-employee relationship between you and the Company. As a member of the Board, you are jointly responsible, with your fellow directors, for determining the strategic aims of the Company and for monitoring the performance of the investment manager of the Company (the "**Manager**") and other service providers to the Company. Furthermore, you are expected to satisfy yourself regarding the integrity of the financial information and to ensure that the Company's internal controls and risk management systems are robust and defensible. As your duties are entirely non-executive in nature, you do not have individual authority to bind the Company, or any subsidiary, without specific Board or Board committee approval.

In carrying out your duties as a non-executive director of the Company, you agree to comply with all applicable laws and regulations of Jersey (including any guidance notes and policy statements applicable to the Company published by the Jersey Financial Services Commission from time to time), as well as those of any other relevant jurisdiction, stock exchange or regulatory authority ("**Applicable Law**"). By countersigning this letter, you confirm that you are aware of and understand your duties as a non-executive director of the Company under the Applicable Law.

You will serve as a member of our Audit Committee, which will meet at least twice a year, usually in March and September. You will also serve on the Nomination and Remuneration Committee and the Management Engagement Committee.

You are expected to familiarise yourself with the Schedule of Matters Reserved for the Board and the terms of reference of any committees of the Board on which you serve. These documents will be sent to you by the Company Secretary.

Time Commitment

Overall, we anticipate a time commitment of approximately 10-12 days per annum. This includes attendance at Board and committee meetings, the AGM, an annual Strategy Day and meetings with the Manager and/or shareholders, where necessary, as well as the time you are expected to devote to necessary preparation ahead of each meeting.

By accepting your appointment, you confirm that you are able to allocate sufficient time to meet the expectations of your role. The agreement of the Senior Independent Director must be sought before accepting additional commitments that might impact your ability to fulfil your duties as a non-executive Chair of the Company.

Fees

You will be entitled to an annual Chair fee of £50,000 per annum on appointment, payable quarterly in arrears. This fee will be reviewed periodically. The Company will, of course, reimburse you for any reasonable and properly documented expenses incurred in the performance of your duties.

Conflicts of Interests

It is accepted and acknowledged that you have business interests other than those of the Company and that you have declared any interests and conflicts that are apparent at present. Should you become aware of any potential conflicts of interest in future, these must be disclosed in writing to both myself and the Company Secretary as soon as they become apparent.

The Board is required to consider and, where deemed appropriate, authorise any directorships, appointments or other matters relating to your role as a Director of the Company, which might be regarded as giving rise to an actual or potential conflict of interest. This includes considering and determining what terms and conditions should apply to such authorisation. Any authorisation of a conflict matter will be reviewed at least annually, and you will be obliged to disclose any change in circumstances relevant to that conflict matter.

Please note that any appointment to or resignation from the board of any publicly listed company must be notified to the Company Secretary as soon as possible, in order that a Stock Exchange announcement can be made.

Confidentiality

All information acquired during your appointment is confidential to the Company and must not be disclosed to third parties, either during your appointment or following its termination (by whatever means), without prior clearance from me or, in my absence, another director of the Company.

Your attention is also drawn to the requirements under applicable legislation and regulation regarding the disclosure of price sensitive information. Consequently, you should refrain from making any statements that could risk breaching these requirements without prior clearance from me or the Company secretary.

Share Purchases and Sales

Directors are required to comply with the UK Listing Authority's Listing Rules, the Market Abuse Regulation and the Disclosure Guidance and Transparency Rules.

For transactions in the Company's shares, you must comply with the Dealing Code that has been adopted by the Company, a copy of which is appended to this letter.

Should you wish to deal in the Company's securities, you must seek permission to do so in accordance with the Dealing Code.

Details of closed periods will be provided in each Board pack. No dealing by Directors is permitted during a closed period, with the exception of a conditional transaction whereby the decision to trade is made outside of the closed period, for example automatic dividend reinvestment.

Review Process

The performance of individual directors, as well as that of the Board and its committees as a whole, is evaluated annually. If, in the interim, you have any concerns regarding your role, you should discuss them with me as soon as possible.

Insurance & Indemnity

The Company maintains directors' and officers' liability insurance ("**D&O Insurance**") and intends to maintain such insurance cover for the full term of your appointment. For the avoidance of doubt, such D&O Insurance includes automatic run-off cover for retiring Directors. Such D&O Insurance shall, insofar as is reasonably obtainable in the insurance market, provide cover for, inter alia, the advancement of Directors' defence costs.

Insofar as permitted by the Companies (Jersey) Law 1991, as amended (the "**Law**"), the Articles of Association of the Company provide for the indemnification of every present or former director of the Company out of the assets of the Company (the "**Indemnity**"). The legal extent of such indemnity is set out in a separate indemnity document, which you will be asked to sign.

Independent Professional Advice

If an issue arises, we always encourage our non-executive directors to discuss it with the Senior Independent Director first. Should you consider it necessary to seek professional advice from independent advisers about the performance of your duties, the Company will cover such expenses within the financial limits set.

Right of Access to Board Papers and Records

You will be granted such reasonable access for yourself and any legal or other professional adviser engaged by you to board minutes and board packs during or following termination of your appointment as Director. This access is permitted as may be necessary to comply with any legal or regulatory obligations imposed on you as Director, or to enable you to obtain advice on any matter relating to your duties, responsibilities or liabilities towards the Company or as may be necessary or advisable in the context of any legal proceedings to which you, in your capacity as Director or former Director, are made party or joined. Such access can be requested in writing from the Senior Independent Director.

Previous Agreements

This letter supersedes all previous agreements and arrangements (whether oral or in writing) (if any) between the Company and you relating to your role as Director, each of which is hereby terminated by mutual consent. The letter contains the entire agreement

[REDACTED]

between the parties as to the terms of appointment and the role of the Director, but is without prejudice to any legal and regulatory requirements binding on you as Director which are imposed as a matter of mandatory requirement.

Governing Law and Jurisdiction

This letter shall, in all respects, be governed by and construed in accordance with the laws of Jersey. Each party agrees to submit to the non-exclusive jurisdiction of the Royal Court of Jersey in respect of any claim or matter arising under, or in connection with, this letter.

Miscellaneous

This letter may be executed electronically and in any number of counterparts. All such counterparts taken together shall be deemed to constitute one and the same instrument.

The invalidity, illegality or unenforceability of any provision of this letter shall not affect or impair the continuation in force of the remainder of this letter.

I trust that the foregoing accurately records the terms of your appointment and, if you agree, I would be grateful if you would sign and return the enclosed copy of this letter for our records.

With kind regards,

[REDACTED]

Heather MacCallum
Senior Independent Director

Confirmed

[REDACTED]

Mark Bridgeman
Date: 17 June 2026



Appendix

Dealing Code

Invesco Bond Income Plus Limited (the 'Company')

Dealing Code for transactions in securities by Directors/PDMRs and persons closely associated with them (PCAs) (Effective: 3 July 2016; Updated 20 September 2022)

What is the purpose of this Dealing Code?

This Dealing Code supports the legal restrictions under the EU Market Abuse Regulation (**MAR**) and the FCA's Disclosure Guidance and Transparency Rules (**DGTRs**) on transactions in the securities of a listed company. Its purpose is to ensure that directors and other persons discharging managerial responsibilities do not abuse, and do not place themselves under suspicion of abusing, inside information that they have or they may be thought to have, especially in periods leading up to an announcement of the Company's results. All PDMRs should receive a letter from the Company requiring their compliance with this Dealing Code. The Company will keep copies of these letters and a record of when they were sent.

Nothing in this Dealing Code allows market abuse, insider dealing or breach of other relevant legal or regulatory requirements.

inside information means information of a precise nature, which has not been made public, relating, directly or indirectly, to the Company or its securities, and which, if it were made public, would be likely to have a significant effect on the price of the Company's securities. Further information is contained in MAR and the DGTRs.

securities means shares or debt instruments of the Company or derivatives or other linked financial instruments.

PDMRs mean (together) directors and other persons discharging managerial responsibilities.

1. **What is the procedure for obtaining clearance for transactions by PDMRs?**
A PDMR must not transact the securities of the Company during a **prohibited period**, being:
 - A. the period of 30 calendar days before:
 - any preliminary announcement of the Company's annual results;
 - the publication of its annual financial report if there is inside information which was not included in the preliminary announcement;
 - the publication of its half yearly results, if the Company reports on a half yearly basis; and/or
 - B. any time when he/she has access to inside information in relation to the Company, except as allowed by MAR and the DGTRs.

Prohibited periods under paragraph A are known as **closed periods** and will be noted in the administration report included in the papers for each Board meeting. Because the dates of publication of results is not usually fixed in advance, closed periods will be deemed to begin 30 days before the date of the audit committee or Board meeting convened to consider the relevant financial statements.

2. PERMISSION FOR A PDMR TO TRANSACT, where allowed, must be obtained before that transaction:

- from the Board at a Board meeting; or
- for a Director other than the Chairman, from the Chairman. If the Chairman is not contactable Directors (except for the Senior Independent Director ("SID") or Audit Committee Chairman as appropriate) must obtain clearance from the SID or Audit Committee Chairman, or, if they are also unable to contact the SID or Audit Committee Chairman (or the Director seeking clearance to deal is the SID or Audit Committee Chairman), from any other non-executive Director; or
- for the Chairman, from the SID or Audit Committee Chairman. If the SID or Audit Committee Chairman is not contactable the Chairman may obtain clearance from any other non-executive Director; or
- if no directors are available then the Company Secretary can provide clearance.

PDMRs must also confirm with the Company Secretary that the Company is not in a prohibited period.

A PDMR transaction form to obtain clearance is appended to this Dealing Code. Alternatively, the request can be made by email, containing the same information, provided the Company Secretary is copied in to ensure the request and clearance are appropriately recorded.

Permission to transact must not be granted within a prohibited period, unless allowed by MAR and the DGTRs and the person transacting can comply with all legal restrictions on doing so. The Company must maintain a record of the response to any request to conduct a transaction and of any clearance given. A copy of the response and clearance (if any) must be given to the PDMR. Permission to transact will usually be granted outside of a prohibited period.

transaction (or transact/transacting) means, for the purposes of this Dealing Code, any change whatsoever¹ to a holding of securities in the Company, unless (as is the case in some specific instances) the change is allowed under MAR and the DGTRs. You should only enter into an allowed transaction after obtaining guidance from the Company Secretary or (if available) seeking clearance for the change in your holding. The definition of "transaction" is wide-reaching and can include a gift.

Subject to conditions, certain transactions involving:

- a unit or share in a collective investment undertaking; or
- exposure to a portfolio of assets,

may not need to be notified. Where you are relying on this to apply in order not to make a notification, you must check first with the Company Secretary.

3. **What notices to, and confirmations by, are required for persons closely associated (PCA) with a PDMR?** PDMRs must provide the Company Secretary with a list of their PCAs as soon as possible, and ensure that the list is kept up to date. The Company will provide template letters for the PDMR to notify PCAs of their obligations under MAR. Copies of these letters and the dates they were sent are required to be included in the Company's records and must be provided to the Company Secretary.
4. **What about transactions by a PCA?** Transactions by a PCA must be notified to the Company and FCA, as set out below, but do not require clearance. It is, however, the

¹ This is broader than MAR but allows for a clearer approach than trying to apply the MAR de minimis provision.

PCAs responsibility to avoid market abuse, insider dealing or breach of other relevant legal or regulatory requirements.²

persons closely associated with a PDMR include his or her spouse/civil partner, child under 18 years' old, a relative sharing the PDMR's household for at least a year, and legal persons, trusts or partnerships the managerial responsibilities of which are discharged by a PDMR or family member, which is directly or indirectly controlled by such a person, which is set up for the benefit of such a person, or the economic interests of which are substantially equivalent to those of such a person.

5. **What about transactions during a closed period by an investment manager acting for a PDMR?** A PDMR must seek to prohibit any transactions in the Company's securities during a closed period by an investment manager on their behalf. PDMRs should notify in writing their investment manager(s) of the manager's obligations on behalf of the PDMR to support compliance with MAR and this Dealing Code and keep a copy of this notification.

investment manager means a person professionally arranging or executing transactions on behalf of a PDMR or their PCAs, including where discretion is exercised. Certain other transactions by discretionary managers of a collective investment undertaking may, however, be allowed. Where you are relying on this to apply in order to enter into a transaction, you must first check with the Company Secretary.

6. **What notifications must be made to the Company and the FCA of transactions by PDMRs and their PCAs?** Once permission has been granted for a PDMR to transact, the PDMR can carry out that transaction. However, the transaction must be undertaken as soon as possible and in any event within two business days of clearance being received. After this time the authority will lapse and a PDMR must seek clearance once again. As set out in section 2 above, the Company Secretary must be provided with a copy of the PDMR transaction form if used, or be included in the transaction clearance email trail, in advance of transacting. The form / email trail will be retained on file.
7. By the end of the business day following the date of the transaction by a PDMR or a PCA, the PDMR or PCA must give the Company Secretary the transaction details (number of securities purchased/sold and at what price, date of purchase/sale, the name in which the securities are registered and the nature of the transaction, for example, an ISA, LISA or savings scheme).³ Copies of any notifications (including contract notes) should be kept for future reference.
8. The FCA must be notified of the transaction (using the online form on the FCA's website) by the end of the third business day following the date on which the transaction takes place. Invesco will submit the notification to the FCA for you. Invesco must have received the transaction details on a timely basis to do so.

Updating

9. The Register of Directors' Interests will then be updated by the Company Secretary.

At the Board Meeting following the transaction, the Company Secretary will inform the Board of any PDMR and PCA transactions.

² Persons closely associated can be restricted from dealing during prohibited periods on a voluntary basis.

³ Information requested needs to tie in with completion of the FCA online form.

RELATING TO THE SECURITIES OF THE COMPANY

Please complete all relevant boxes in block capital letters.

Please complete this form and email it to the Company Secretary.

I,, in accordance with the Company's Standard Dealing Code for Investment Companies: The Dealing Code for transactions in securities by Directors/PDMRs and their PCAs (the 'Dealing Code') effective from 3 July 2016, hereby request clearance to conduct a transaction relating to securities as indicated below:

1.	Type and number of securities (if not known, please provide estimate or "up to" number)	
2.	Nature of transaction (e.g. purchase or sale of shares, exercise of option)	
3.	If the transaction is in respect of a closely associated person, please give the name of the closely associated person and details of the nature of the relationship	
4.	Other information (disclose any additional material facts which may affect the decision as to whether clearance to conduct the transaction will be granted)	
5.	If requiring clearance for exceptional circumstances during a closed period, explain why the sale of shares is the only reasonable alternative to obtain the necessary financing	

I do not have any unpublished inside information relating to the Company's securities. By conducting the transaction, I would not be in breach of the Dealing Code or any applicable law or regulation in relation to dealing or transacting in publicly traded securities. If this should change at any time before the transaction, I undertake not to proceed with the transaction.

Signed:

Date:

Position:

Email.:

Tel no.:

Clearance to transact is: Granted/Not Granted* (*delete as applicable)

Until and including:

Signed:

Date:

Notes:

If you do not conduct the transaction within the time allowed (within two business days of clearance being received) and still wish to conduct the transaction, you must reapply for clearance to conduct the transaction.

If you conduct the transaction, you must notify the Company by the end of the business day following the date of the transaction, and the FCA by the end of the third business day following the date of the transaction.

For the FCA you must use the online form which can be found on the FCA's website at <https://www.fca.org.uk/your-fca/documents/forms/pdmr-notification-form>.

The Company will keep a written record of this application for clearance, any clearance granted or refused and any dealing following the grant of a clearance.