

NOTICE OF ANNUAL GENERAL MEETING

Flight Centre Travel Group Limited's (ABN 25 003 377 188) (the "**Company**") Annual General Meeting will be held at:

Flight Centre Travel Group – Head Office
Level 15, Southpoint
275 Grey Street
South Brisbane QLD
and virtually at <https://meetnow.global/MNHP562>

10.00am (Brisbane time) Wednesday 11 November 2026

See www.computershare.com.au/virtualmeetingguide for the virtual meeting guide.

BUSINESS

1. **Re-election of Director:** that John Eales, who retires under rule 50 of the Company's constitution, be re-elected as a non-executive director of the Company.
2. **Election of Director:** that Gareth Turner, appointed as a director in accordance with rule 49(d) of the Company's constitution, be elected as a non-executive director of the Company.
3. **Grant of Long-Term Incentive Plan rights to Managing Director and Group Chief Executive Officer:** for the purposes of ASX Listing Rule 10.14 and for all other purposes, that the issue to the Managing Director and Group Chief Executive Officer, Graham Turner, of up to 101,349 rights under the Long-Term Incentive Plan (operated under the Company's Long-Term Retention Plan) and his acquisition of ordinary shares in the Company on the exercise of those rights which vest, as set out in the Explanatory Notes, be approved.
4. **Remuneration Report:** that the Remuneration Report for the financial year ended 30 June 2026 be adopted.

The Company confirms that this document complies with the notice of meeting content requirements set out in the ASX Listing Rules. ASX has provided no objection to this document under ASX Listing Rule 15.1.4 on the basis of this confirmation.

Approved by the board



David Smith
Company Secretary
9 October 2026

Voting Entitlements

AGM voting entitlements will be determined from the share register as at 7.00pm (Sydney time) on Monday 9 November 2026.

Lodgement of a Proxy

Proxy forms (and any Power of Attorney under which they are signed) must be received by 10:00am (Brisbane time) on Monday 9 November 2026, otherwise they are invalid.

VOTING RESTRICTIONS

Item 3 Grant of Long-Term Incentive Plan rights to Managing Director and Group Chief Executive Officer

The Company will disregard any votes cast in favour of Item 3 by or on behalf of the Managing Director and Group Chief Executive Officer ("**Managing Director**") or an associate of the Managing Director.

However, this does not apply to a vote cast in favour of Item 3 by:

- (a) the Managing Director or any associate of the Managing Director as proxy or attorney for a person who is entitled to vote on Item 3, in accordance with the directions given to the proxy or attorney to vote on Item 3 in that way; or
- (b) the Chair of the Meeting, as proxy or attorney for a person who is entitled to vote on Item 3, in accordance with a direction given to the Chair to vote on Item 3 as the Chair decides; or
- (c) a holder acting solely in a nominee, trustee, custodial or other fiduciary capacity on behalf of a beneficiary provided the following conditions are met:
 - (i) the beneficiary provides written confirmation to the holder that the beneficiary is not excluded from voting, and is not an associate of a person excluded from voting, on Item 3; and
 - (ii) the holder votes on Item 3 in accordance with directions given by the beneficiary to the holder to vote in that way.

In addition, a vote must not be cast on Item 3 by a member of the key management personnel (as defined in the *Corporations Act 2001* (Cth) ("**Corporations Act**") ("**KMP**") of the Company or a closely related party of a member of the KMP, acting as proxy for a person entitled to vote, if their appointment does not specify the way the proxy is to vote on Item 3. This restriction on voting undirected proxies does not apply to the Chair of the Meeting acting as proxy for a person entitled to vote on Item 3 because the Company's proxy appointment expressly authorises the Chair of the Meeting to exercise undirected proxies.

The Chair of the Meeting intends to vote all available undirected proxies in favour of Item 3 Grant of Long-Term Incentive Plan rights to Managing Director and Group Chief Executive Officer.

Item 4 Remuneration Report

Members of the Company's KMP (including former members of KMP whose remuneration details are disclosed in the Remuneration Report for the financial year ended 30 June 2026) and their closely related parties (as defined in the Corporations Act) are prohibited from voting on Item 4 (Remuneration Report) and any such votes will be disregarded by the Company, unless:

- (a) the person is voting as proxy for a person who is entitled to vote on Item 4 in accordance with the directions specified on the proxy form; or
- (b) the vote is cast by the Chair of the Meeting for a person who is entitled to vote on Item 4 where the person has expressly authorised the Chair to exercise the proxy.

The Chair of the Meeting intends to vote all available undirected proxies in favour of Item 4 (Remuneration Report).

EXPLANATORY NOTES

Item 1 – Re-election of Director – John Eales

John Eales has been an independent non-executive director of the Company since 2012. He is also the chair of the Company's Remuneration and Nomination Committee and a member of the Audit and Risk Committee.

John has served as a non-executive director and chair of Trajan Group Holdings Ltd (ASX: TRJ) ("Trajan") since 2021 and is chair of Trajan's Remuneration and Nominations Committee. He has been a director of FUJIFILM Data Management Solutions Pty Ltd since 2014, and joined the board of tertiary education group EDU Holdings Limited (ASX: EDU) in September 2026. John will retire as a director of Magellan Financial Group Limited (ASX: MFG) in October 2026, as well as retiring from Magellan's Audit and Risk Committee and Remuneration and People Committee at that time.

John has built a substantial corporate career as a director, adviser and investor across numerous listed and unlisted businesses, since retiring from professional sport following a ten-year international sporting career with the Australian rugby team. In 2003, he co-founded Mettle Group, a corporate consultancy specialising in culture and leadership, which was acquired by Chandler MacLeod in 2007. John's background in leading high-performance teams and culture – and in consulting organisations on culture change – is directly relevant to the Company's founder-led, culture-driven operating model. His experience on the audit, risk and remuneration committees of multiple ASX-listed companies provides significant governance depth. In his capacity as chair of the Company's Remuneration and Nomination Committee, John has also played a key role in refining the Company's remuneration structures in recent years to deliver a model that is aligned with both the Company's strategic objectives and best practice.

The Directors (with John Eales abstaining) recommend that you vote in favour of this resolution.

Item 2 – Election of Director – Gareth Turner

Gareth Turner (who is not related to the Company's Managing Director, Graham Turner) was appointed to the Company's Board on 28 August 2026 as an independent non-executive director. He is also a member of the Company's Remuneration and Nomination Committee and the Audit and Risk Committee. The Company's constitution and ASX Listing Rule 14.4 require that any director appointed to the Board since the Company's last Annual General Meeting holds office until the conclusion of the Company's next Annual General Meeting, but is eligible for election at that meeting. Having been appointed to the Board in August 2026, Gareth is eligible and offers himself for election at the AGM.

Gareth is an experienced non-executive director and former chief financial officer with over 20 years' experience across ASX-listed and private equity-owned businesses, including prior executive experience in the travel and tourism sector.

Gareth began his career with Deloitte in South Africa and Australia before being appointed group financial controller of Corporate Express Australia (ASX: CXP). After completing an MBA at the University of Oxford, he returned to Australia as group financial controller of the Stella Group, an integrated travel and hospitality business, and later held a senior finance role with Jetset Travelworld Group (ASX: JET), following its merger with Stella, where he led the financial integration of the merged business.

He subsequently held chief financial officer roles at Hills Limited (ASX: HIL), amaysim Australia Limited (ASX: AYS) and GBST Holdings (ASX: GBT), before serving as chief financial officer and then chief commercial officer of Infomedia Limited (ASX: IFM), a global SaaS provider to the automotive industry.

Gareth currently serves as a non-executive director and Audit Committee chair of Superloop Limited (ASX: SLC); non-executive director and Audit and Risk Committee chair of Autosports Group Limited (ASX: ASG); and non-executive director of Padua Solutions, an Australian fintech business.

He is a Chartered Accountant (CA ANZ); holds a Bachelor of Commerce (Honours) (Accounting) from the University of KwaZulu Natal, South Africa and a Master of Business Administration from the University of Oxford, United Kingdom; and is a graduate of the Australian Institute of Company Directors (GAICD).

Gareth will succeed Rob Baker (who is retiring at the 2026 Annual General Meeting) as chair of the Company's Audit and Risk Committee.

The Directors (with Gareth Turner abstaining) recommend that you vote in favour of this resolution.

Item 3 – Grant of Long-Term Incentive Plan rights to Managing Director and Group Chief Executive Officer

Background

In recent years, the Company has taken steps to restructure KMP remuneration to ensure overall pay to executives is within the targeted ranges (as outlined in the Remuneration Report). These arrangements are also designed to align the interests of executives and shareholders over both the short- and long-term. This has led to structural changes in Graham Turner's remuneration, as the Company has moved towards a more traditional pay structure for a chief executive officer and managing director, incorporating both short- and long-term incentives. The changes also bring Graham Turner's remuneration into line with that of other Company senior executives, reflecting the value the Company places on egalitarianism in its culture.

As outlined in the Remuneration Report, the fixed remuneration for Graham Turner did not change during FY26 and there are no proposed changes for FY27. Shareholder approval is being sought to allow Graham Turner's ongoing participation in the Company's established long-term incentive program, as outlined below.

The Long-Term Incentive Plan ("LTIP") is operated under the Company's Long-Term Retention Plan ("LTRP"). Under the LTIP, offers of rights ("LTIP Rights") will be made to a small group of senior executives who are considered to have the ability to significantly influence group results. LTIP Rights entitle participants to receive, on exercise of those rights, fully paid ordinary shares in the Company ("Shares") if, and when, certain vesting conditions are satisfied.

The LTIP was established (with the associated decision to use LTIP Rights) to perform two key functions:

1. to balance the Company's use of short-term incentives ("STIs") with a long-term component so that executives are focused on creating sustainable, long-term value. LTIP Rights will (where vesting conditions are satisfied) vest and, if exercised, participants will receive Shares, aligning executives' interests with those of shareholders; and
2. to reward participants for delivering the financial and strategic outcomes that underpin long-term shareholder value. Vesting of LTIP Rights is tested against growth in earnings per share ("EPS"), total shareholder return ("TSR") relative to peers, and growth in total transaction value ("TTV").

On exercise of a vested LTIP Right, the Company will settle its obligation by either buying Shares on market or issuing new Shares, unless the Board determines otherwise or as required by law.

Reasons for seeking approval

The Board is seeking shareholder approval for the proposed grant of LTIP Rights to the Managing Director, Graham Turner, under the LTIP, for the purposes of ASX Listing Rule 10.14.

ASX Listing Rule 10.14 provides that a listed entity must not issue securities to a director under an employee incentive scheme unless it obtains the approval of its security holders. Security holder approval is, therefore, required to grant the LTIP Rights to the Managing Director in his capacity as an executive director.

Security holder approval is only required under ASX Listing Rule 10.14 if new Shares may be issued to a director and approval is not required if existing Shares are purchased on market – which has generally been the Board's preferred option in recent years – to satisfy awards under the employee incentive scheme, where the terms of the employee incentive scheme permit such on-market purchases. Accordingly, security holder approval is being sought to preserve flexibility in the event the Board determines to issue Shares rather than purchase them on-market, when LTIP Rights vest and are exercised.

Further approvals from shareholders will be required in future years, assuming that Graham Turner continues to be involved in the LTIP and that the Board continues to seek this flexibility.

In the absence of such an approval, the proposed grant of the LTIP Rights to the Managing Director will not proceed. The Company would then need to consider alternative and, in the Board's view, inferior remuneration arrangements, including higher fixed pay or short-term incentives, which may not be consistent with the Company's remuneration principles, strategic objectives or aligned with shareholder interests.

Information required by ASX Listing Rule 10.15

In accordance with ASX Listing Rule 10.15, shareholders are provided the following information:

Managing Director's status and current total remuneration package	Graham Turner as Managing Director falls within ASX Listing Rule 10.14.1, as he is a director of the Company. Graham Turner is the only director of the Company who will participate in the Long-Term Incentive Plan. The Managing Director's current remuneration package comprises: a. Fixed remuneration (including superannuation) of A\$1,202,568 per annum; b. Short-Term Incentive target of up to 50% of fixed remuneration (A\$601,284); and c. Long-Term Incentive opportunity of up to 100% of fixed remuneration (A\$1,202,568) delivered by the proposed grant of the LTIP Rights pursuant to this Item 3.
Dates on which the Company will issue the securities	The proposed grant of LTIP Rights to the Managing Director is expected to be made on or around November 2026, but not later than 12 months after the Meeting, subject to shareholder approval of this Item 3.
Number of LTIP Rights to be granted	It is proposed that the Managing Director will be granted 101,349 LTIP Rights, calculated by dividing 100% of FY27 fixed remuneration of A\$1,202,568 by the volume weighted average price of the Company's Shares in the 10 days following the release of the Company's annual results on 26 August 2026, being A\$11.8655. Each LTIP Right provides the Managing Director with the opportunity to receive one Share, provided certain vesting conditions are met and, after vesting, the LTIP Rights are exercised.

Price payable on grant of LTIP Rights	No amount is payable on the grant of LTIP Rights or on the allocation of Shares if the LTIP Rights vest.
Summary of the material terms of the scheme	As the LTIP is operated under the LTRP, it is subject to the LTRP rules ("LTRP Rules"). The LTRP Rules are summarised in Appendix A to these Explanatory Notes. References to 'LTRP Awards' in Appendix A can be read as references to 'LTIP Rights'. The LTIP is also governed by the LTIP terms and conditions and the invitation letter issued to the relevant participant. In addition to the LTRP Rules, the key terms of the LTIP are: <u>Vesting Conditions</u> The LTIP Rights will vest (and become exercisable) on the day the Company releases its results for the year ending 30 June 2029 to the ASX ("Vesting Date"), provided the following vesting conditions are met which will be assessed over the period 1 July 2026 to 30 June 2029 (the "Performance Period"): a. Relative Total Shareholder Return ("RTSR") 26% of the LTIP Rights are conditional upon the RTSR performance condition ("RTSR Rights"). The percentage of RTSR Rights that vest (and become exercisable) will depend on the TSR percentile ranking as detailed below. i. The TSR performance of the Company will be compared over the Performance Period with the TSR performance of Airbnb, Inc., Booking Holdings Inc, Ctrip.com International ADR, EDreams Odigeo SL, Expedia Group Inc, HBX Group International PLC, Helloworld Travel Ltd, Hostelworld Group PLC, Lastminute.com NV, MakeMyTrip Ltd, Navan, Inc., On The Beach Group PLC, Tripadvisor Inc, Trivago NV, TUI AG, Voyages Du Monde, Web Jet Group Ltd, and Web Travel Group Ltd. (collectively, the "Comparator Group"). At the end of the Performance Period, the Company's TSR will be compared to the TSR of each entity within the Comparator Group, with the Company's relevant ranking within the Comparator Group then determined. The Board has absolute discretion to adjust the Comparator Group to take into account events including, but not limited to, takeovers, mergers, delistings or demergers that might occur during the Performance Period. ii. Unless the Board determines otherwise, the share price used to calculate the TSR will be calculated as follows: $\frac{\text{Closing VWAP} - \text{Opening VWAP} + \text{Dividends per Share}}{\text{Opening VWAP}}$ The Opening VWAP will be the volume-weighted average price on the relevant exchange for each entity, measured over the 30 trading days following the release of the relevant entity's audited accounts for the relevant year. The Closing VWAP will be the volume-weighted average price on the relevant exchange for each entity, measured over the 30 trading days following the release of the audited accounts for the relevant year, including the final day of the Performance Period.

- iii. The percentage of the RTSR Rights that vest, if any, will be determined by the Board based on the Company's percentile ranking over the Performance Period relative to the Comparator Group, according to the following scale:

TSR – PERCENTILE RANKING	RTSR PERFORMANCE RIGHTS THAT VEST (%)
Below 50th percentile	0%
50th percentile	50%
Greater than the 50th percentile but less than the 75th percentile	50% plus an additional 2% for each whole percentile above the 50 th percentile up to the 75 th percentile*
At or above 75th percentile	100%

**Example on RTSR at the 60th percentile: 50% base + (10 × 2%) = 50% + 20% = 70% of the RTSR Performance Rights vest.*

- b. Underlying EPS growth:

26% of the LTIP Rights are conditional upon the underlying EPS growth performance condition ("**EPS Rights**"). The percentage of EPS Rights that vest (and become exercisable) will depend on the compound annual underlying EPS growth as detailed below.

- i. Basic underlying EPS is calculated as:

$$\frac{\text{Adjusted underlying profit after tax}}{\text{Weighted average number of Shares outstanding (Basic)}}$$

Adjusted underlying profit after tax means underlying profit after tax as disclosed in the financial statements of the relevant year adjusted to remove the volatile impact of deferred tax recognition of income tax losses, specifically removing the tax effect of:

- derecognition or recognition of prior year tax losses; and
- derecognition of current year tax losses.

Weighted average number of Shares outstanding (Basic) means the average number of ordinary shares outstanding during the relevant period, excluding potential dilutive shares (e.g. performance rights not yet vested).

- ii. At the end of the Performance Period, the Company's underlying EPS growth will be calculated by comparing the underlying EPS from continuing operations achieved in the base year (i.e. year to 30 June 2026) with that achieved in the final year of the Performance Period (i.e. year to 30 June 2029).
- iii. The percentage of the EPS Rights that vest, if any, will be determined by the Board according to the following scale:

COMPOUND ANNUAL UNDERLYING EPS GROWTH	EPS PERFORMANCE RIGHTS THAT VEST (%)
Less than 5%	0%
Between 5% and 12.5%	Pro-rata vesting between 0% and 100%*
Equal to or greater than 12.5%	100%

**Example on EPS growth of 10% CAGR:*

- Threshold 5% → 0% vests
- Pro-rata between 5% and 12.5% = $(10 - 5) \div (12.5 - 5) \times 100$
66.67% of EPS Performance Rights vest

c. TTV Growth

28% of the LTIP Rights are conditional upon the TTV growth performance condition ("**TTV Rights**"). The percentage of TTV Rights that vest (and become exercisable) will depend on the year-on-year TTV growth as detailed below.

- At the end of the Performance Period, the Company's TTV growth will be assessed on a compound annual growth rate basis. The targets are set as year-on-year growth percentages and the actual outcome is measured by comparing the TTV achieved by the Group in the base year (i.e. year to 30 June 2026) with that achieved in the final year of the Performance Period (i.e. year to 30 June 2029), expressed as an annual compounded growth rate.
- The percentage of the TTV Rights that vest, if any, will be determined by the Board according to the following scale:

YEAR-ON-YEAR TTV GROWTH (Compounded Annually)	TTV PERFORMANCE RIGHTS THAT VEST (%)
Less than 4%	0%
Between 4% and 10%	Pro-rata vesting between 0% and 100%*
Equal to or greater than 10%	100%

**Example of Year-on-Year TTV Growth of 7% CAGR:*

- Threshold 4% → 0% vests
- Pro-rata between 4% and 10% = $(7 - 4) \div (10 - 4) \times 100$
50% TTV Performance Rights vest

d. Continued service

20% of the LTIP Rights relate to continued service. The maximum number of these LTIP Rights will vest if the Managing Director remains employed by the Company, or one of its subsidiaries, continuously from the date of acceptance of the LTIP invitation until the Company releases to the ASX its results for the year ending 30 June 2029 (currently expected to be on or about 29 August

2029). If the Managing Director ceases employment before that date, these LTIP Rights will be treated in accordance with the cessation of employment provisions below.

Treatment on cessation of employment

- If the Managing Director ceases to be employed by any Group Company before the Vesting Date, any unvested LTIP Rights are not affected by the cessation of employment, except as outlined below:

Reason for cessation of employment	Treatment of unvested LTIP Rights
Resignation (other than a resignation by reason of genuine retirement, permanent disablement or by mutual agreement with a Group Company), or termination for cause (including gross misconduct, material breach of contract or otherwise for conduct, capacity or performance)	All unvested LTIP Rights automatically lapse with effect from the cessation date.
In all other circumstances (e.g. redundancy, genuine retirement, death, permanent disablement or by mutual agreement)	The unvested LTIP Rights are not affected by the cessation of employment, except that the number of LTIP Rights is reduced on a pro-rata basis to reflect the proportion of the Performance Period remaining at the cessation date. All other unvested LTIP Rights in excess of the reduced number lapse with effect from the cessation date. The remaining LTIP Rights remain on foot, subject to the terms of the Plan, will be tested against the applicable performance conditions at the end of the Performance Period, and may vest in accordance with the ordinary vesting schedule to the extent the vesting conditions are satisfied.

- If the Managing Director ceases employment and holds vested LTIP Rights that have not been exercised, he will have 90 days from the later of the date of cessation and the date on which the LTIP Rights vest (or such other date the Board determines) to exercise his vested LTIP Rights. If the Managing Director has not exercised his vested LTIP Rights by this date, his vested LTIP Rights will lapse.

Other terms

- If vested, the Managing Director can exercise the LTIP Right at any time in a trading window, subject to the Company's Share Trading Policy, within 5 years following vesting. As above, a shorter period applies if the Managing Director ceases employment.
- The Managing Director is prohibited from entering any scheme or arrangement under which he "hedges" or alters the economic benefit that he may derive from his LTIP Rights.

Previous issues to Managing Director	The Managing Director was previously granted: 95,804 rights, at nil acquisition price per right under the Long-Term Incentive Plan which operates under the Company's Long-Term Retention Plan. These rights will vest subject to the satisfaction of performance hurdles. Approval for the issue of these rights was obtained at the AGM held on 12 November 2025. 27,243 rights, at nil acquisition price per right under the Deferred Incentive Plan which operates under the Company's Long-Term Retention Plan. The approval for the issue of these rights was obtained at the AGM held on 14 November 2024. The vesting conditions for these rights were not satisfied and they consequently lapsed.
Terms of any loan relating to the acquisition	No loan is being provided to the Managing Director in relation to the grant of LTIP Rights or the acquisition of Shares on the exercise of any vested LTIP Rights.
Voting exclusion	Voting exclusions apply to this resolution – please refer to page 2.
ASX Listing Rule 10.15.11 Statement	Details of any securities issued under the Long-Term Incentive Plan will be published in each annual report of the Company relating to a period in which securities have been issued, along with a statement that approval for the issue of securities was obtained under ASX Listing Rule 10.14. Any additional persons covered by ASX Listing Rule 10.14 who become entitled to participate in an issue of securities under the Long-Term Incentive Plan after this Item 3 is approved and who were not named in this notice of meeting will not participate until approval is obtained under that rule.

The Board (with the Managing Director abstaining) recommends that shareholders vote in favour of this resolution.

Item 4 - Remuneration Report

As required by section 250R(2) of the Corporations Act, a resolution that the Company's Remuneration Report be adopted will be put to the vote. Section 250R(3) of the Corporations Act provides that the vote on this resolution is advisory only and does not bind the directors or the Company. However, the Board will review and consider shareholder feedback and voting when deliberating on remuneration policies.

A voting exclusion applies to this item.

Noting each director has a personal interest in their own remuneration from the Company, as described in the Remuneration Report, the Board recommends that shareholders vote in favour of this resolution to adopt the Remuneration Report.

APPENDIX A – Summary of the Flight Centre Long-Term Retention Plan

The following is a summary only of the terms and conditions of the rights under the LTRP. Capitalised terms used in this summary have the meaning given to them in the LTRP rules (the “LTRP Rules”).

General terms

- Under the LTRP Rules, the Board may grant LTRP Awards to employees (including any executive director). They may be granted by Fee Grant, Salary Sacrifice Arrangement or a Matching Arrangement.
- Unless the Board determines otherwise, a grant of LTRP Awards cannot be transferred to other persons or entities (subject to limited exceptions).

- 3 LTRP Awards granted under the LTRP carry no dividend or voting rights. When exercisable, each right is convertible into one fully paid ordinary share of the Company (“Share”).
- 4 LTRP Awards do not carry entitlements to participate in new issues of securities made by the Company. However, subject to the Listing Rules, adjustments may be made to the number of Shares to which LTRP Awards relate and/or the exercise price to take into account changes to the capital structure of the Company that occur by way of a pro rata issue or bonus issue.

Vesting requirements

- 5 Rights granted to participants for each tranche will vest on the vesting dates set out in the relevant offer letter, subject to the relevant conditions being satisfied.
- 6 Subject to the Board’s overriding discretion and the additional rules summarised below, a participant’s unvested LTRP Awards will lapse upon the earliest to occur of:
- the time set out in the offer letter issued to the participant;
 - cessation of the participant’s employment by reason of resignation (other than genuine retirement, permanent disablement or mutual agreement) or termination for cause;
 - the participant purporting to transfer or encumber their LTRP Award without the consent of the Board;
 - a Change of Control, Variation of Capital Event or a divestment of a material business or subsidiary; or
 - the 15th anniversary of the date of grant of the LTRP Award.
- 7 If a participant ceases to be an employee of the Group before awards vest, the participant’s unvested awards are not affected by the cessation of employment, except as follows:
- Unvested awards will automatically lapse if the participant resigns (other than by reason of genuine retirement, permanent disablement or mutual agreement) or their employment is terminated for cause (including for gross misconduct, material breach of contract, or otherwise for conduct, capacity or performance).
 - In all other circumstances, the number of awards is reduced on a pro-rata basis to reflect the proportion of the applicable period remaining at the date of cessation, with all awards in excess of the reduced number lapsing immediately. The remaining awards do not vest on cessation. They remain on foot and may vest in accordance with the ordinary vesting schedule to the extent the vesting conditions are satisfied. The Board also retains a discretion to determine that some or all of a participant’s unvested awards lapse.
- 8 The Board may also specify in the offer letter additional circumstances in which a participant’s LTRP Awards may lapse prior to vesting or exercise.
- 9 The benefits a participant receives on cessation of employment are subject to compliance provisions that limit or reduce those benefits to the extent required to comply with the Corporations Act, the ASX Listing Rules or any other applicable law.
- 10 In any reorganisation of the Company’s capital, the rights of each participant who has been allocated LTRP Awards will be adjusted in the manner required by the Listing Rules applying at the time of the reorganisation. Where there is a new issue of shares of the Company, LTRP Awards may be adjusted in a similar way as applied to options under the Listing Rules.
- 11 Subject to the Board’s discretion, if there is a Change of Control of the Company, LTRP Awards granted under a Matching Agreement will vest on a pro rata basis according to the time period over which they would otherwise vest. All LTRP Awards granted under a Free Grant or a Salary Sacrifice Arrangement will vest.

Method of settlement

- 12 The method of settlement, including whether it will be effected through a new issuance of shares, the purchase of shares on-market or the allocation of shares from treasury, will be set out in the offer letter.

FLIGHT CENTRE TRAVEL GROUP™

ABN: 25 003 377 188

Need assistance?



Phone:

1300 850 505 (within Australia)
+61 3 9415 4000 (outside Australia)



Online:

www.investorcentre.com/contact

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MR SAM SAMPLE
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THE SAMPLE HILL
SAMPLE ESTATE
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YOUR VOTE IS IMPORTANT

For your proxy appointment to be effective it must be received by **10.00am (Brisbane time) Monday, 9 November 2026**.

Proxy Form

How to Vote on Items of Business

All your securities will be voted in accordance with your directions.

APPOINTMENT OF PROXY

Voting 100% of your holding: Direct your proxy how to vote by marking one of the boxes opposite each item of business. If you do not mark a box your proxy may vote or abstain as they choose (to the extent permitted by law). If you mark more than one box on an item your vote will be invalid on that item.

Voting a portion of your holding: Indicate a portion of your voting rights by inserting the percentage or number of securities you wish to vote in the For, Against or Abstain box or boxes. The sum of the votes cast must not exceed your voting entitlement or 100%.

Appointing a second proxy: You are entitled to appoint up to two proxies to attend the meeting and vote on a poll. If you appoint two proxies you must specify the percentage of votes or number of securities for each proxy, otherwise each proxy may exercise half of the votes. When appointing a second proxy write both names and the percentage of votes or number of securities for each in Step 1 overleaf.

A proxy need not be a securityholder of the Company.

SIGNING INSTRUCTIONS FOR POSTAL FORMS

Individual: Where the holding is in one name, the securityholder must sign.

Joint Holding: Where the holding is in more than one name, all of the securityholders should sign.

Power of Attorney: If you have not already lodged the Power of Attorney with the registry, please attach a certified photocopy of the Power of Attorney to this form when you return it.

Companies: Where the company has a Sole Director who is also the Sole Company Secretary, this form must be signed by that person. If the company (pursuant to section 204A of the Corporations Act 2001) does not have a Company Secretary, a Sole Director can also sign alone. Otherwise this form must be signed by a Director jointly with either another Director or a Company Secretary. Please sign in the appropriate place to indicate the office held. Delete titles as applicable.

PARTICIPATING IN THE MEETING

Corporate Representative

If a representative of a corporate securityholder or proxy is to participate in the meeting you will need to provide the appropriate "Appointment of Corporate Representative". A form may be obtained from Computershare or online at www.investorcentre.com/au and select "Printable Forms".

Lodge your Proxy Form:

XX

Online:

Lodge your vote online at www.investorvote.com.au using your secure access information or use your mobile device to scan the personalised QR code.

Your secure access information is



Control Number: 999999

SRN/HIN: I9999999999

PIN: 99999

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By Mail:

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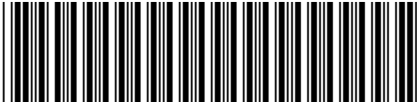
PLEASE NOTE: For security reasons it is important that you keep your SRN/HIN confidential.

You may elect to receive meeting-related documents, or request a particular one, in electronic or physical form and may elect not to receive annual reports. To do so, contact Computershare.

MR SAM SAMPLE
FLAT 123
123 SAMPLE STREET
THE SAMPLE HILL
SAMPLE ESTATE
SAMPLEVILLE VIC 3030

☐

Change of address. If incorrect, mark this box and make the correction in the space to the left. Securityholders sponsored by a broker (reference number commences with 'X') should advise your broker of any changes.



I 9999999999

I ND

Proxy Form

Please mark ☒ to indicate your directions

Step 1 Appoint a Proxy to Vote on Your Behalf

XX

I/We being a member/s of Flight Centre Travel Group Limited hereby appoint

☐

the Chairman
of the Meeting

OR

PLEASE NOTE: Leave this box blank if you have selected the Chairman of the Meeting. Do not insert your own name(s).

or failing the individual or body corporate named, or if no individual or body corporate is named, the Chairman of the Meeting, as my/our proxy to act generally at the meeting on my/our behalf and to vote in accordance with the following directions (or if no directions have been given, and to the extent permitted by law, as the proxy sees fit) at the Annual General Meeting of Flight Centre Travel Group Limited to be held at Flight Centre Travel Group - Head Office, Level 15, Southpoint, 275 Grey Street, South Brisbane QLD and virtually via <https://meetnow.global/MNHP562> on Wednesday, 11 November 2026 at 10.00am (Brisbane time) and at any adjournment or postponement of that meeting.

Chairman authorised to exercise undirected proxies on remuneration related resolutions: Where I/we have appointed the Chairman of the Meeting as my/our proxy (or the Chairman becomes my/our proxy by default), I/we expressly authorise the Chairman to exercise my/our proxy on Items 3 and 4 (except where I/we have indicated a different voting intention in step 2) even though Items 3 and 4 are connected directly or indirectly with the remuneration of a member of key management personnel, which includes the Chairman.

Important Note: If the Chairman of the Meeting is (or becomes) your proxy you can direct the Chairman to vote for or against or abstain from voting on Items 3 and 4 by marking the appropriate box in step 2.

Step 2 Items of Business

PLEASE NOTE: If you mark the **Abstain** box for an item, you are directing your proxy not to vote on your behalf on a show of hands or a poll and your votes will not be counted in computing the required majority.

	For	Against	Abstain
Item 1 Re-election of Director – John Eales	☐	☐	☐
Item 2 Election of Director – Gareth Turner	☐	☐	☐
Item 3 Grant of Long-Term Incentive Plan rights to Managing Director and Group Chief Executive Officer	☐	☐	☐
Item 4 Remuneration Report	☐	☐	☐

The Chairman of the Meeting intends to vote undirected proxies in favour of each item of business. In exceptional circumstances, the Chairman of the Meeting may change his/her voting intention on any resolution, in which case an ASX announcement will be made.

Step 3 Signature of Securityholder(s) *This section must be completed.*

Individual or Securityholder 1

Sole Director & Sole Company Secretary

Securityholder 2

Director

Securityholder 3

Director/Company Secretary

/ /

Date

Update your communication details (Optional)

Mobile Number

Email Address

By providing your email address, you consent to receive future Notice of Meeting & Proxy communications electronically

