

**Final**



**EQUALS GROUP PLC  
AND  
EQUALS CONNECT LIMITED  
AND  
FAIRFX PLC  
AND  
SPECTRUM PAYMENT SERVICES LIMITED  
AND  
GLOBAL SHARES TRUSTEES (UK) LTD.**

**TRUST DEED AND RULES OF  
THE EQUALS GROUP PLC SHARE INCENTIVE PLAN**

Adopted by the Board of Directors on 25 NOVEMBER 2021  
Registered online with HMRC under reference XY 1100 0001 72854 on 25 NOVEMBER  
2021



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### TRUST DEED

#### AND

### RULES OF THE EQUALS GROUP PLC SHARE INCENTIVE PLAN

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THIS DEED is made the **25th day of November 2021**

**BETWEEN**

- (1) **EQUALS GROUP PLC** (registered in England with number 08922461) whose registered office is at Vintners' Place, 68 Upper Thames Street, London EC4V 3BJ (the **Company**);
- (2) **EQUALS CONNECT LIMITED** (registered in England with number 07131446) whose registered office is at Vintners' Place, 68 Upper Thames Street, London EC4V 3BJ (**E Connect**);
- (3) **FAIRFX PLC** (registered in England with number 05539698) whose registered office is at Vintners' Place, 68 Upper Thames Street, London EC4V 3BJ (**FairFX**);
- (4) **SPECTRUM PAYMENT SERVICES LIMITED** (registered in England with number 06268340) whose registered office is at Vintners' Place, 68 Upper Thames Street, London EC4V 3BJ (**Spectrum**); and
- (5) **GLOBAL SHARES TRUSTEES (UK) LIMITED** (registered in England with number 10432763 whose registered office is at 1 Poultry, London EC2R 8EJ (the **Original Trustee**).

**WHEREAS:**

- (A) The Company wishes to establish a share incentive plan for the purpose of providing benefits to employees of the Participating Companies in the form of shares in the Company which give them a continuing stake in the Company in accordance with Schedule 2.
- (B) The Board has resolved to establish the Equals Group plc Share Incentive Plan which is constituted by this Deed and the rules set out in the Schedule to this Deed.
- (C) The Original Trustee has agreed to be a trustee of the Plan.

**NOW THIS DEED WITNESSES** as follows:

**1. STATUS**

The Plan consists of this Deed and the Rules. The Board shall from time to time determine which of Parts B to E of the Rules shall have effect.

**2. INTERPRETATION**

Unless the context or the subject matter precludes, the definitions and rules of interpretation in the Rules also apply to this Deed.

**3. DECLARATION OF TRUST**

- 3.1 The Participating Companies and the Trustees hereby agree that all money, Shares and other assets that are issued to or transferred to the Trustees for the purposes of the Plan are to be held on the trusts declared by this Deed

and subject to the terms of the Rules. When money, Shares or assets are transferred to the Trustees by the Participating Companies with the intention of being held as part of the Plan they shall be held upon the trusts and provisions of this Deed and the Rules.

3.2 The Trustees shall hold the Trust Fund upon the following trusts:

- (a) as to Shares which are not Plan Shares (**Unawarded Shares**) upon trust during the Trust Period to allocate those Shares in accordance with the terms of this Deed and the Rules;
- (b) as to Plan Shares upon trust for the benefit of the relevant Participant on the terms and conditions set out in this Deed and the Rules;
- (c) as to Partnership Share Money upon trust to purchase Shares on behalf of the contributing Qualifying Employee in accordance with this Deed and the Rules; and
- (d) as to money and other assets (**Surplus Assets**) upon trust to use them to:
  - (A) purchase further Shares to be held on the trusts declared in (a) above (including the payment of stamp duty or stamp duty reserve tax on the acquisition of the Shares for the purposes of the Plan or when Shares are acquired for or awarded to Participants), or
  - (B) repay sums borrowed in connection with the Plan; or
  - (C) pay the interest on sums borrowed in connection with the Plan; or
  - (D) satisfy any obligation of the Trustees under the Plan; or
  - (E) meet the expenses of administering the Plan, including (but not limited to) the fees of the Trustees, any administrator of the Plan and any professional advisers retained by the Trustees in relation to the operation of the Plan;

at such time during the Trust Period and on such terms as the Trustees in their absolute discretion think fit.

3.3 The income of Unawarded Shares and Surplus Assets shall be accumulated by the Trustees and added to, and held upon the trusts applying to, Surplus Assets.

3.4 The income of Plan Shares and Partnership Share Money shall be dealt with in accordance with the Rules.

#### 4. PERPETUITY PERIOD

The perpetuity period in respect of the trusts and powers declared by this Trust Deed shall be the Trust Period.

**5. ACCEPTANCE OF GIFTS**

The Trustees may receive any gift of money or Shares or any other assets to be held as an addition to the Trust Fund at any time from any person. Any additions to the Trust Fund shall be held by the Trustees upon the trusts declared by Clause 3.2.

**6. COVENANT BY PARTICIPATING COMPANIES**

The Participating Companies hereby jointly and severally covenant with the Trustees that they shall pay to the Trustees all sums which they are required to pay under this Deed and the Rules and shall at all times comply with this Deed and the Rules.

**7. INVESTMENT AND DEALING WITH TRUST ASSETS**

7.1 Save as otherwise provided for by the Plan the Trustees shall not sell or otherwise dispose of Plan Shares.

7.2 The Trustees shall obey any directions given by a Participant in accordance with the Rules in relation to his Plan Shares and any rights and income relating to those Shares. In the absence of any such direction, or provision by the Plan, the Trustees shall take no action.

7.3 The Participating Companies shall, as soon as practicable after deduction from a Qualifying Employee's Taxable Earnings, pass the Partnership Share Money to the Trustees who will put the money into an account with:

- (a) a person falling within section 991(2)(b) of ITA 2007 (certain institutions permitted to accept deposits);
- (b) a building society; or
- (c) a firm falling within section 991(2)(c) of ITA 2007 (European Economic Area firms permitted to accept deposits)

until it is either used to acquire Partnership Shares on the Acquisition Date or, in accordance with the Plan, returned to the individual from whose Taxable Earnings the Partnership Share Money has been deducted. The Trustees shall not be obliged to keep this money in an interest-bearing account. However, if they do so, they shall pass any interest arising on this invested money to such individual.

7.4 The Trustees may either retain or sell Unawarded Shares at their absolute discretion. The proceeds of any sale of Unawarded Shares shall form part of Surplus Assets. The Trustees shall not exercise any vote (whether on a show of hands or on a poll) in respect of Unawarded Shares. The Trustees shall have the power to waive any dividends payable on any Unawarded Shares for the time being comprised in the Trust Fund.

7.5 The Trustees shall have all the powers of investment of a beneficial owner in relation to Surplus Assets and any interest or profit derived in respect of any Surplus Assets will accumulate and be treated as Surplus Assets.

7.6 The Trustees shall not be under any liability to the Participating Companies or to current or former Qualifying Employees by reason of a failure to

diversify investments, which results from the retention of Plan Shares or Unawarded Shares.

- 7.7 The Trustees are not required to interfere in the management or conduct of the business of the Company regardless of the size of the Trustees' holding of Shares, and will not be obliged to seek information about the affairs of the Company and may leave the conduct of the Company's business wholly to the directors or management of the Company.
- 7.8 The Trustees, with the consent of the Board, may delegate powers, duties or discretions to any persons and on any terms. No delegation made under this clause shall divest the Trustees of their responsibilities under this Deed, the Rules or Schedule 2.
- 7.9 The Trustees may allow any Shares to be registered in the name of an appointed nominee provided that such Shares shall be registered in a designated account. Such registration shall not divest the Trustees of their responsibilities under this Deed or the Rules.
- 7.10 The Trustees may at any time, and shall if the Board so reasonably directs, revoke any delegation made under Clause 7.8 or require any Plan assets held by another person to be returned to the Trustees, or both.

#### **8. LOANS TO TRUSTEES**

The Trustees shall have the power to borrow money from the Participating Companies or, with the written consent of the Board, from any other person for the purpose of:

- (a) acquiring Shares; and
- (b) paying any other expenses properly incurred by the Trustees in administering the Plan.

#### **9. ACQUIRING SHARES FOR PLAN**

- 9.1 The Trustees shall acquire Shares pursuant to the Plan by one of the following methods:
- (a) by purchase of the beneficial interest in Plan Shares from Participants wishing to dispose of such beneficial interest (but not in breach of a Participant's obligations under a Partnership Share Agreement or a Free Share Agreement);
  - (b) by purchase or transfer of Shares from a trust which has been established by a company in the Group;
  - (c) by purchase of Shares on a Recognised Stock Exchange, AIM or another stock market on which Shares are traded;
  - (d) by purchase from the Company of Shares from treasury; or
  - (e) by subscription for new Shares from the Company.



- 9.2 The price per Share to be paid for the beneficial interest in Plan Shares under Clause 9.1(a) shall be the same as the consideration as would be required to be obtained on a sale of such Shares to a third party on the purchase date.

**10. TRUSTEES' NOTIFICATION OBLIGATIONS UNDER THE PLAN**

- 10.1 As soon as practicable after Partnership Shares have been acquired for a Participant, the Trustees shall give the Participant a notice stating:
- (a) the relevant Acquisition Date;
  - (b) the number and description of those Shares;
  - (c) the amount of Partnership Share Money applied by the Trustees in acquiring those Shares on behalf of the Participant;
  - (d) the Market Value in accordance with which the number of Shares awarded to the Participant was determined; and
  - (e) if the Shares are subject to any Restriction, details of the Restriction.
- 10.2 As soon as practicable after Matching Shares or Free Shares have been awarded to a Participant, the Trustees shall give the Participant a notice stating:
- (a) the relevant Award Date;
  - (b) the number and description of those Shares;
  - (c) their Initial Market Value on the Award Date;
  - (d) the Holding Period applicable to them; and
  - (e) if the Shares are subject to any Restriction, details of the Restriction.
- 10.3 As soon as practicable after Dividend Shares have been acquired on behalf of a Participant, the Trustees shall give the Participant a notice stating:
- (a) the relevant Acquisition Date;
  - (b) the number and description of those Shares;
  - (c) their Market Value on the Acquisition Date;
  - (d) the Holding Period applicable to them; and
  - (e) any amount not reinvested and carried forward to be added to the amount of the next cash dividend to be reinvested.
- 10.4 If applicable, if any foreign cash dividend is received in respect of Plan Shares held on behalf of a Participant, the Trustees shall give the Participant notice of the amount of any foreign tax deducted from the dividend before it was paid.

**11. RETENTION OF SHARES**

- 11.1 During the Holding Period the Trustees shall not dispose of any Matching Shares, Free Shares or Dividend Shares (whether by transfer to the Participant or otherwise) while the Participant remains a Group Employee except in the circumstances set out in Clause 12.2 (meeting by Trustees of PAYE obligations), Clause 16 (power to raise funds to subscribe for rights issue), Rule 31.3 (power to direct Trustees to accept general offers etc.) and Rule 43.3 (termination of Plan).
- 11.2 After the applicable Holding Period nothing shall prevent a Participant from instructing the Trustees to sell his beneficial interest in his Plan Shares, including a sale to the Trustees as mentioned in Clause 9.1(a).

**12. PAYE, OTHER TAX LIABILITIES AND DUTY TO MONITOR**

- 12.1 If as a result of a Participant's Plan Shares ceasing to be subject to the Plan there is an amount that counts as employment income of the Participant and an obligation to make a PAYE and employee's NICs deduction arises in respect of that amount, the Trustees shall pay to the Employer Company a sum which is sufficient to enable the Employer Company to discharge that obligation. If there is no Employer Company or HMRC has directed that it is impracticable for the Employer Company to make a PAYE deduction, the Trustees shall themselves make a PAYE and employee's NICs deduction in respect of the amount of such employment income as if the Participant were a former employee of the Trustees.
- 12.2 The Trustees may dispose of a Participant's Plan Shares or accept a sum from the Participant in order to meet any PAYE and employee's NICs liability as referred to in Clause 12.1 and the Trustees' reasonable administrative costs (including any brokerage charge) when Shares cease to be subject to the Plan.
- 12.3 If the Trustees receive a sum of money which constitutes (or forms part of) a Capital Receipt which counts as employment income of the Participant when he receives it, the Trustees shall pay to the Employer Company out of that sum of money an amount equal to the amount of employment income. The Employer Company shall then pay over that amount to the Participant, but when doing so must make a PAYE and employee's NICs deduction. If there is no Employer Company or HMRC has directed that it is impracticable for the Employer Company to make a PAYE deduction, the Trustees shall when paying over the Capital Receipt to the Participant make a PAYE and employee's NICs deduction in respect of the amount of such employment income as if the Participant were a former employee of the Trustees.
- 12.4 The Trustees shall maintain such records as are necessary to enable them to comply with any obligations of the Trustees or the Employer Companies to account for PAYE and NICs so far as they relate to the Plan. They shall also maintain records and comply with the requirements of paragraph 80(4) of Schedule 2, for the purposes of information relating to:

- (a) dividends retained for reinvestment and later paid out to Participants under Rule 29.2; and
  - (b) the cash dividend applied to acquire any Dividend Shares which cease to be subject to the Plan before the end of the Holding Period.
- 12.5 Where relevant, if a Participant becomes liable to income tax under ITEPA 2003 or Chapter 3 or 4 of Part 4 of ITTOIA 2005 (dividends etc. from UK or non-UK resident companies etc.), the Trustees shall inform the Participant of any facts relevant to determining that liability.
- 12.6 The Trustees shall maintain records of Participants who have participated in one or more Connected SIPs to enable them to ensure that Rules 4.3 and 27.3 are complied with.
- 12.7 The Trustees shall provide to the Participating Companies (or former Participating Companies) with all such information relating to the operation of the Plan as is, in the reasonable opinion of the Company, necessary to enable each company to fulfil its obligations to account for income tax and NICs through PAYE in relation to Plan Shares.

**13. MONEY'S WORTH RECEIVED BY TRUSTEES**

The Trustees shall pay over to the Participant as soon as is practicable, any money or money's worth received by them in respect of, or by reference to, any Plan Shares, other than New Shares (as defined in Rule 32.3).

This is subject to:

- (a) the provisions of Rule 28 (Cash dividends and Dividend Shares); and
- (b) the Trustees obligations under Clause 12.1 or 12.3 to make payments to the Employer Company or to meet their PAYE obligations, as applicable.

**14. VOTING RIGHTS**

- 14.1 With regard to the Plan Shares, the Trustees may upon any matter in relation to which at a general meeting of the Company or at any meeting of the holders of any class of shares of the Company they are entitled to exercise any voting rights attaching to any Plan Shares, invite the Participants on whose behalf the Plan Shares are held to direct them as to such exercise. The Trustees shall not be entitled in respect of any Plan Shares to vote on a show of hands unless all directions received from the Participants concerned in respect of the particular resolution are identical and shall not in any circumstances be under an obligation to call for a poll. In the event of any poll the Trustees shall vote only in accordance with the directions of Participants who have given such directions in relation to their Plan Shares. The Trustees shall not vote in respect of Plan Shares where no directions have been received.
- 14.2 The Trustees shall not be bound to act upon any instructions given by a Participant in respect of Plan Shares unless such instructions are received

by the Trustees in writing signed by the Participant or sent by such other means as the Board or the Trustees may decide including (without limitation) facsimile or e-mail.

**15. GENERAL OFFERS ETC.**

If any offer, compromise, arrangement or scheme is made which affects the Plan Shares the Trustees shall notify the Participants. Each Participant may direct how the Trustees shall act in relation to that Participant's Plan Shares (and where appropriate exercising any right to elect to receive any particular form of consideration available thereunder). In the absence of any direction the Trustees shall take no action.

**16. RIGHTS ISSUES**

16.1 If the Company makes an offer conferring any rights on its members to acquire (for payment) additional securities in the Company, the Trustees shall allocate such rights or securities amongst the Participants in direct proportion to the number of Plan Shares held by the Trustees on behalf of each Participant.

16.2 In allocating any such rights or securities, the Trustees shall comply with any direction from a Participant concerning the exercise or sale of any rights or securities attributable to the Participant's Plan Shares. However, the Trustees shall not be required to exercise any such right unless:

- (a) the Participant has paid the full amount payable (if any) on exercise; or
- (b) the Participant has authorised the Trustees to sell sufficient of the rights, nil paid, to pay the full amount to acquire the balance of such rights.

If no such direction is received at least seven Business Days before the last day on which such right may be exercised, the Trustees shall take no action in relation to those rights.

**17. ENTITLEMENTS**

17.1 Where a general offer or invitation is made to holders of the class of shares of which the Plan Shares form part conferring rights to acquire against payment additional securities, or where securities are to be allotted by way of capitalisation to the holders of that class of shares, the Trustees shall allocate such rights or securities amongst the Participants concerned on a proportionate basis and, if such allocation shall give rise to a fraction of a right or of a security, shall round such allocation down to the next whole right or security. The Trustees shall use all reasonable endeavours to sell any rights or securities which are not allocated and distribute the net proceeds of sale (after deducting any expenses of sale and any taxation which may be payable by the Trustees in respect thereof) among the Participants whose allocation was rounded down, such proceeds being

treated as a Capital Receipt. Any Capital Receipt of less than £3 otherwise distributable to a Participant may be retained by the Trustees.

- 17.2 In any circumstances in which the Trustees receive new securities which are deemed to form part of a holding of Plan Shares the Trustees shall allocate the securities to each Participant by reference to the dates of acquisition or Award of the Plan Shares to which they relate. If any such allocation would otherwise give rise to a fraction of a security the Trustees shall, subject to Schedule 2, round such allocation up or down to the next whole security.

#### **18. POWER TO AGREE MARKET VALUE OF SHARES**

Where the Market Value of Shares is to be determined for the purposes of Schedule 2, the Trustees may agree with HMRC that it shall be determined by reference to such date or dates, or to an average of the values on a number of dates as specified in the agreement.

#### **19. INFORMATION**

The Trustees shall be entitled, in the absence of manifest error, to rely without further enquiry on all information supplied to them by the Participating Companies for the purposes of the Plan (including in respect of the eligibility of any person to become or remain a Participant in the Plan, and in respect of whether a Participant falls within a category specified in section 498(2) of ITEPA 2003) and any direction, notice or document purporting to be given or executed by or with the authority of any Participating Company or by any Participant.

#### **20. NUMBER OF TRUSTEES**

Unless a corporate Trustee is appointed, there shall always be at least two Trustees. Where there is no corporate Trustee, and the number of Trustees falls below two, the continuing Trustee has the power to act only to achieve the appointment of a new Trustee.

#### **21. RESIDENCE OF TRUSTEES**

Every Trustee shall be resident in the United Kingdom. The Board shall immediately remove any Trustee which ceases to be so resident and, if necessary, appoint a replacement.

#### **22. CHANGE OF TRUSTEES**

- 22.1 The Board has the power to appoint or remove any Trustee for any reason by giving not less than 3 months' notice. The change of Trustee shall be effected by executing a deed and shall take effect from the date that written notice of such appointment or removal is delivered to the Trustees, or such later date as the Board and the Trustees shall agree.
- 22.2 The powers of appointment and removal of Trustees will be vested in the Trustees if the Company cease to exist otherwise than in consequence of a

Company Reconstruction (as defined in Rule 32) or takeover, in which case the successor company (or, if more than one, the successor company that the Company nominates) will have such powers.

- 22.3 Any Trustee may resign on three months' notice given in writing to the Board (or such other period as the Trustee shall have agreed with the Board), provided that there will be at least two Trustees or a corporate Trustee immediately after the retirement. If a sole corporate Trustee serves notice to resign under this clause 22.3, the Company shall appoint a new trustee (or trustees as applicable) in place of the resigning corporate Trustee as soon as reasonably practicable following the receipt of such notice of resignation.
- 22.4 Upon the removal or resignation of any Trustee, the Trustees shall enter into all relevant documentation to ensure that any Trust Fund assets held by the retiring Trustee may be transferred to the new or remaining Trustees and the retiring Trustee shall deliver all documentation in the retiring Trustee's possession relating to the Plan to the new or remaining Trustees or as the Board may direct.

**23. PERSONAL INTEREST OF TRUSTEES**

Trustees, and directors, officers or employees of a corporate Trustee, shall not be liable to account for any benefit accruing to them by virtue of their:

- (a) participation in the Plan as a Qualifying Employee;
- (b) ownership, in a beneficial or fiduciary capacity, of any shares or other securities in the Company or any other Participating Company;
- (c) being a director or employee of the Company or any other Participating Company, being a creditor, or being in any other contractual relationship with any such company.

**24. TRUSTEE MEETINGS**

- 24.1 The Trustees shall hold meetings as often as is necessary for the administration of the Plan.
- 24.2 If and so long as there is more than one Trustee, there shall be at least two Trustees present at a meeting, and the Trustees shall give due notice to all the Trustees of such a meeting. Decisions made at such a meeting by a majority of the Trustees present shall be binding on all the Trustees. A written resolution signed by all the Trustees shall have the same effect as a resolution passed at a meeting.

**25. EXPENSES OF PLAN**

The Participating Companies shall meet the costs of the preparation and administration of the Plan.

**26. TRUSTEES' LIABILITY, INDEMNITY AND FEES**

- 26.1 The Participating Companies shall jointly and severally indemnify each of the Trustees, and the directors, officers and employees of a corporate Trustee, against any expenses and liabilities which are incurred through acting as a Trustee of the Plan and which cannot be recovered from the Trust Fund and in respect of indemnities conferred upon the Trustees by law. This does not apply to expenses and liabilities which are incurred through fraud, wilful wrongdoing or negligence of the Trustee.
- 26.2 No Trustee, including the directors, officers and employees of a corporate Trustee, shall be personally liable for any breach of trust (other than through fraud, wilful wrongdoing or negligence of the Trustee) over and above the extent to which the Trustees, and the directors, officers and employees of a corporate Trustee, are indemnified by the Participating Companies in accordance with Clause 26.1 above.
- 26.3 A Trustee may insure the Plan against any loss caused by him or any of his employees, officers, agents or delegates. A Trustee may also insure himself and any of these persons against liability for breach of trust not involving fraud or wilful wrongdoing or negligence of the Trustee or the person concerned.
- 26.4 A Trustee who carries on a profession or business may charge for services rendered on a basis agreed with the Board. A firm or company in which a Trustee is interested or by which he is employed may also charge for services rendered on this basis and may, unless otherwise agreed, act in accordance with its general terms and conditions from time to time in force.
- 26.5 The Trustees shall have the benefit of all indemnities conferred upon trustees by law.

**27. TRUSTEES' LIEN**

The Trustees' lien over the Trust Fund in respect of liabilities incurred by them in the performance of their duties (including the repayment of borrowed money and tax liabilities) shall be enforceable subject to the following restrictions:

- (a) the Trustees shall not be entitled to resort to Partnership Share Money for the satisfaction of any of their liabilities; and
- (b) the Trustees shall not be entitled to resort to Plan Shares for the satisfaction of their liabilities except to the extent that this is permitted by the Plan.

**28. ADMINISTRATION**

- 28.1 Subject to and in accordance with the provisions of this Deed and the Rules the Trustees may make such regulations as they consider appropriate relating to the administration of the Plan.

- 28.2 Except as otherwise provided, the Trustees may in their discretion agree with the Board and the Participating Companies matters relating to the operation and administration of the trust declared by this Deed as they may consider advisable in the interest of the trust and so that no person claiming an interest under the trust shall be entitled to question the legality or correctness of any arrangement or agreement made between the Board and the Participating Companies and the Trustees in relation to such operation or administration.
- 28.3 The Trustees may employ on such terms as the Board may agree as to remuneration, any agent or agents to transact all or any business of whatsoever nature required to be done in the proper administration of the Trust.
- 28.4 The decision of the Board in any dispute affecting Participants or Participating Companies shall be final and conclusive but without affecting any legal remedy available.

**29. PARTICIPATING COMPANIES**

- 29.1 Any Subsidiary may with the agreement of the Board become a Participating Company by executing a deed of adherence agreeing to be bound by this Deed and the Rules.
- 29.2 The Board may at any time decide that a Participating Company shall cease to be a Participating Company (provided that the identity of the remaining Participating Companies must not be such that the Plan has or is likely to have the effect of conferring benefits wholly or mainly on directors or Group Employees who receive the higher or highest levels of remuneration) and shall notify the Trustees and the Participating Company accordingly in writing as soon as possible.
- 29.3 A Participating Company which ceases to be a Subsidiary shall cease to be a Participating Company.
- 29.4 If and so long as the Plan applies to any Subsidiary such Subsidiary shall provide the Trustees with all information required from it for the purposes of the administration and determination of the Plan and shall do so in such form as the Trustees shall reasonably require.

**30. AMENDMENTS TO PLAN**

- 30.1 The Board may, with the Trustees' written consent (such consent not to be unreasonably withheld or delayed) from time to time amend the Plan PROVIDED THAT:
- (a) no amendment which would adversely prejudice to a material extent the rights attaching to any Plan Shares may be made nor may any alteration be made giving to any Participating Company a beneficial interest in Plan Shares;



- 32.2 All Shares held by the Trustees on the termination date shall continue to be held and distributed in accordance with this Deed and the Rules.
- 32.3 In the event of the termination of the Plan the Board shall immediately execute a Plan Termination Notice and provide a copy of the notice to the Trustees and each individual for whom the Trustees hold Plan Shares or who has entered into a Partnership Share Agreement which was in force immediately before the Plan Termination Notice was issued.
- 32.4 Upon the issue of the Plan Termination Notice Rule 43 (Termination of Plan) shall apply.
- 32.5 Any Shares or other assets which remain undisposed of after the requirements of Rule 43 have been complied with shall be held by the Trustees upon trust to pay or apply them to or for the benefit of the Participating Companies as at the termination date in such proportions, having regard to their respective contributions, as the Trustees shall in their absolute discretion think appropriate. If no such company is then in existence such assets shall be transferred to such charity or charities in such proportions as the Trustees shall determine.

**33. GOVERNING LAW**

This Deed and the Rules shall be governed by and interpreted in accordance with the laws of England. The courts of England shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Deed and the Rules or their subject matter or formation.

**34. COUNTERPARTS**

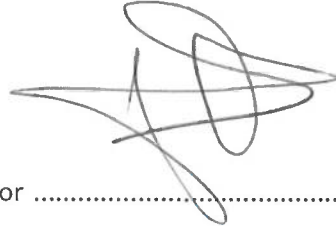
- 34.1 This Deed may be executed in two or more counterparts, each of which shall be deemed an original, and which shall together constitute the entire agreement. It shall not be necessary in making proof of this Deed to produce or account for more than one such counterpart.
- 34.2 Transmission of the executed signature page of a counterpart of this deed by (a) fax or (b) e-mail (in PDF, JPEG or other agreed format) shall take effect as delivery of an executed counterpart of this deed. If either method of delivery is adopted, without prejudice to the validity of the agreement thus made, each party shall provide the others with the original of such counterpart as soon as reasonably possible thereafter.
- 34.3 No counterpart shall be effective until each party has executed and delivered at least one counterpart.

IN WITNESS whereof this Deed has been executed and delivered as a deed by the parties on the day and year first above written.

Executed and unconditionally delivered as a deed by:

**EQUALS GROUP PLC**

acting by:



Director .....

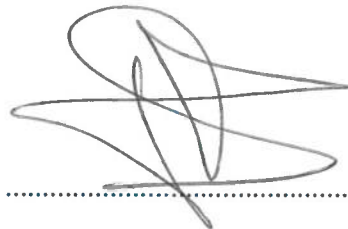


Director.....

Executed and unconditionally delivered as a deed by:

**EQUALS CONNECT LIMITED**

acting by:



Director .....

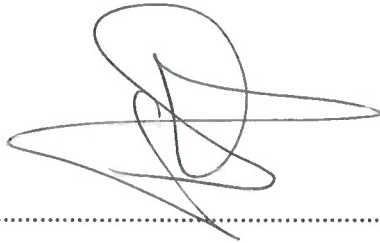


Director.....

Executed and unconditionally delivered as a deed by:

**FAIRFX PLC**

acting by:



Director .....



Director/Secretary.....

Executed and unconditionally delivered as a deed by:

**SPECTRUM PAYMENT SERVICES LIMITED**  
acting by:




Director .....




Director.....

Executed and unconditionally delivered as a deed by:

**GLOBAL SHARES TRUSTEES (UK) LIMITED**  
acting by:

DocuSigned by:  
  
C2A2ACC55A964C9.....

Authorised signatory.....

DocuSigned by:  
  
A007A1476CC243E.....

Authorised signatory.....

**SCHEDULE: THE RULES****PART A: INTERPRETATION****1. DEFINITIONS AND CONSTRUCTION**

- 1.1 In the Trust Deed and these Rules, unless the context or subject matter precludes, the following words and expressions shall have the meanings respectively assigned to them:

<b>Accumulation Period</b>	in relation to Partnership Shares, the period during which the Trustees accumulate a Qualifying Employee's Partnership Share Money before acquiring Partnership Shares or repaying it to the employee;
<b>Acquisition Date</b>	the date set by the Trustees, pursuant to Rules 12.2, 12.3 or 28.6, for the Award of Partnership Shares or for the acquisition of Dividend Shares;
<b>Adoption Date</b>	the date on which the Plan is adopted by the Board;
<b>AIM</b>	the AIM market operated by London Stock Exchange;
<b>Associated Company</b>	an associated company (as defined in paragraph 94 of Schedule 2);
<b>Award</b>	(a) in relation to Partnership Shares, the acquisition of Partnership Shares on behalf of a Qualifying Employee in accordance with the Plan; or  (b) in relation to Free Shares and Matching Shares, the appropriation to a Qualifying Employee of a beneficial interest in Matching Shares or Free Shares in accordance with the Plan;
<b>Award Date</b>	the date on which Matching Shares or Free Shares are awarded to a Qualifying Employee;
<b>Board</b>	the board of directors of the Company or a committee duly authorised by the Board to carry out their functions under the Plan;
<b>Business Day</b>	a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business;
<b>Capital Receipt</b>	as defined in section 502 of ITEPA 2003;
<b>Closed Period</b>	has the same meaning as in the UK MAR;

<b>Company</b>	Equals Group plc (registered in England number 08922461) whose registered office is at at Vintners' Place, 68 Upper Thames Street, London EC4V 3BJ;
<b>Connected Company</b>	any company which: <ul style="list-style-type: none"> <li>(a) Controls the Company;</li> <li>(b) is Controlled by the Company;</li> <li>(c) is Controlled by a company which also Controls the Company;</li> <li>(d) is a Member of a Consortium owning the Company; or</li> <li>(e) is owned in part by the Company as a Member of a Consortium;</li> </ul>
<b>Connected SIP</b>	a Schedule 2 SIP, other than the Plan, established by the Company or a Connected Company;
<b>Consortium</b>	a number of companies which between them beneficially own not less than 75 per cent of another company's ordinary share capital and each of which beneficially owns not less than five per cent of that capital and, in the expression <b>Member of a Consortium, Member</b> shall mean one of that number of companies;
<b>Control</b>	the same meaning as in section 995 of ITA 2007 (and references to <b>Controls</b> and <b>Controlled</b> shall be construed accordingly);
<b>CTA 2010</b>	the Corporation Tax Act 2010;
<b>Dealing Day</b>	any day on which the stock market or exchange on which Shares are traded is open for business;
<b>Dividend Shares</b>	Shares acquired on behalf of a Participant from reinvestment of cash dividends under Part E of these Rules which are subject to the Plan;
<b>Eligible Employee</b>	in respect of an Award, an individual who: <ul style="list-style-type: none"> <li>(a) is employed by a Participating Company;</li> <li>(b) has been employed by a Qualifying Company at all times during any Qualifying Period for the Award;</li> </ul>

	<p>(c) is not at the same time participating in an award of shares under a Connected SIP (or would be participating in such an award of free shares but for his failure to obtain a Performance Allowance); and</p> <p>(d) either is a UK resident taxpayer (within the meaning of paragraph 8(2) of Schedule 2) or is not a UK resident taxpayer but has been selected by the Board to be invited to participate in the Award;</p>
<b>Employer Company</b>	the company in the Group which employs a Participant (or which last employed the Participant) when his Plan Shares cease to be subject to the Plan or when the Trustees receive a Capital Receipt, so long as that company is one to which PAYE regulations apply at that time;
<b>Forfeiture Period</b>	in relation to Matching Shares and Free Shares, the period during which those Matching Shares and Free Shares may be forfeited in accordance with Rule 36 (Forfeiture);
<b>Free Share Agreement</b>	an agreement between the Company and an Eligible Employee setting out the terms and conditions of the Award of Free Shares;
<b>Free Shares</b>	Shares awarded under Part D of these Rules which are subject to the Plan;
<b>Group</b>	the Company and any Associated Company of the Company;
<b>Group Employee</b>	an employee (including a director holding salaried employment) of one or more companies in the Group PROVIDED THAT a female Group Employee whose employment has been terminated in circumstances such that, pursuant to Part 8 of the Employment Rights Act 1996, she has a subsisting right to return to work shall be deemed to be a Group Employee at any time that such right subsists;
<b>HMRC</b>	Her Majesty's Revenue and Customs;
<b>Holding Period</b>	(a) in relation to Matching Shares, the period specified by the Board in accordance with Rule 19,

	<p>(b) in relation to Free Shares, the period specified by the Board in accordance with Rule 25, and</p> <p>(c) in relation to Dividend Shares, the period of three years from the Acquisition Date;</p>
<b>Initial Market Value</b>	for any Matching Share or Free Share, the Market Value on the Award Date;
<b>ITA 2007</b>	the Income Tax Act 2007;
<b>ITEPA 2003</b>	the Income Tax (Earnings and Pensions) Act 2003;
<b>ITTOIA 2005</b>	the Income Tax (Trading and Other Income) Act 2005;
<b>London Stock Exchange</b>	the London Stock Exchange plc or any successor body carrying on the business of the London Stock Exchange;
<b>Market Abuse Regulation</b>	Regulation (EU) No 596/2014 of the European Parliament and of the Council of 16 April 2014 on market abuse;
<b>Market Value</b>	<p>on any day:</p> <p>(a) if the Shares are traded on AIM or a Recognised Stock Exchange, the closing price of a Share (as derived from the official list for such market or exchange) for the immediately preceding Dealing Day; and</p> <p>(b) if the Shares are not so traded, the market value of a Share determined in accordance with Part 8 of the Taxation of Chargeable Gains Act 1992;</p> <p>PROVIDED THAT</p> <p>(i) the Market Value of a Share subject to a Restriction shall be determined as if it were not subject to the Restriction, and</p> <p>(ii) where applicable, as may be agreed in advance with HMRC;</p>
<b>Matching Shares</b>	Shares awarded under Part C of these Rules which are subject to the Plan;
<b>NICs</b>	primary Class 1 national insurance contributions;
<b>Original Trustee</b>	the meaning given in the Trust Deed;
<b>Other Share Scheme</b>	any employee share scheme, other than the Plan, operated by the Company or a Subsidiary;
<b>Participant</b>	an individual who has received under the Plan an Award of Partnership Shares, Matching Shares or Free Shares or on whose behalf Dividend Shares have been

	acquired (and where the context so admits the legal personal representatives of such an individual who has died);
<b>Participating Companies</b>	the Company, E Connect, FairFX, Spectrum and such of the Subsidiaries that have executed deeds of adherence to the Plan under Clause 29.1 of the Trust Deed (and have not ceased to be Participating Companies pursuant to Clause 29);
<b>Partnership Share Agreement</b>	an agreement between the Company, the Trustees and an Eligible Employee setting out the terms and conditions for deduction of Partnership Share Money and for the Award of Partnership Shares (and, if applicable, Matching Shares);
<b>Partnership Shares</b>	Shares awarded under Part B of these Rules which are subject to the Plan;
<b>Partnership Share Money</b>	money deducted from a Qualifying Employee's Taxable Earnings pursuant to a Partnership Share Agreement and held by the Trustees to acquire Partnership Shares or to be returned to such a person;
<b>PAYE</b>	Pay As You Earn (in relation to income tax) as described in section 684 of ITEPA 2003;
<b>Performance Allowances</b>	the criteria for the Award of Free Shares where: (a) whether Shares are awarded; or (b) the number or value of Shares awarded, is conditional on performance targets being met;
<b>Plan</b>	the Equals Group plc Share Incentive Plan, established by the Trust Deed and these Rules, as amended from time to time;
<b>Plan Shares</b>	(a) Partnership Shares, Matching Shares or Free Shares awarded to Participants, (b) Dividend Shares acquired on behalf of Participants, and (c) New Shares acquired on a company reconstruction, as described in Rule 32 which remain subject to the Plan;
<b>Plan Termination Notice</b>	a notice issued in accordance with Clause 32.3 of the Trust Deed;
<b>Qualifying Company</b>	in relation to an individual:



	<p>(a) a company that is a Participating Company at the end of any Qualifying Period;</p> <p>(b) a company that when the individual was employed by it was a Participating Company; or</p> <p>(c) a company that when the individual was employed by it was an Associated Company of any other Qualifying Company;</p>
<b>Qualifying Corporate Bond</b>	the same meaning as in section 117 of TCGA 1992;
<b>Qualifying Employee</b>	an Eligible Employee who has entered into a Partnership Share Agreement or a Free Share Agreement, whichever is relevant;
<b>Qualifying Period</b>	<p>a period as the Board shall decide being:</p> <p>(a) in the case of Partnership Shares and Matching Shares where there is no Accumulation Period a period not exceeding 18 months ending with the date of the deduction of Partnership Share Money relating to the Award;</p> <p>(b) in the case of Partnership Shares and Matching Shares where there is an Accumulation Period a period not exceeding six months ending with the start of the Accumulation Period; and</p> <p>(c) in the case of Free Shares a period not exceeding 18 months ending with the Award Date;</p>
<b>Recognised Stock Exchange</b>	the main market of the London Stock Exchange and any other market as is for the time being designated by HMRC as a recognised stock exchange for the purpose of section 1005 of ITA 2007;
<b>Redundancy</b>	the same meaning as in the Employment Rights Act 1996 or the Employment Rights (Northern Ireland) Order 1996;
<b>Restriction</b>	in relation to a Share, the meaning given in paragraph 99(4) of Schedule 2;
<b>Rules</b>	these rules as amended from time to time in accordance with Clause 30 of the Trust Deed;
<b>Schedule 2</b>	Schedule 2 to ITEPA 2003;

<b>Schedule 2 SIP</b>	has the same meaning as in paragraph 1 and Part 10 of Schedule 2;
<b>Shares</b>	Ordinary Shares in the capital of the Company which comply with the conditions set out in Part 4 of Schedule 2;
<b>Subsidiary</b>	any company which is a subsidiary of the Company within the meaning of section 1159 of the Companies Act 2006 and which is under the Control of the Company;
<b>Surplus Assets</b>	as defined in Clause 3.2(d) of the Trust Deed;
<b>Taxable Earnings</b>	an Eligible Employee's earnings from employment with Participating Companies which are liable to be paid under deduction of income tax under the PAYE regulations, after deducting any amounts included under the benefits code (or would be liable to be so paid apart from the provisions in ITEPA 2003 relating to Schedule 2 SIPs), or the earnings which would have been so liable if they had been within the scope of UK tax;
<b>Tax Year</b>	a year beginning on 6 April and ending on the following 5 April;
<b>TCGA 1992</b>	the Taxation of Chargeable Gains Act 1992;
<b>Trust Deed</b>	the trust deed entered into between the Company and the Original Trustee to which these Rules are attached, together with any subsequent amendment thereto;
<b>Trustees</b>	the Original Trustee (while it remains the trustee of the Plan) or its successor trustee or trustees of the Plan;
<b>Trust Fund</b>	all assets transferred to the Trustees to be held on the terms of the Trust Deed and the assets from time to time representing such assets, including any accumulations of income; and
<b>Trust Period</b>	the period of 125 years beginning with the date of the Trust Deed;
<b>UK MAR</b>	the retained EU law version of the Market Abuse Regulation which applies in the UK from the end of the Brexit transition period; and
<b>Unawarded Shares</b>	as defined in Clause 3.2(a) of the Trust Deed.

1.2 References to any Act, or Part, Chapter or section (including but not limited to CTA 2010, ITA 2007, ITEPA 2007 and ITTOIA 2005) shall include any

statutory modification, amendment or re-enactment of that act, for the time being in force.

- 1.3 A reference to one gender shall include a reference to the other genders and words in the singular shall include the plural and vice versa unless, in either case, the context otherwise requires or it is otherwise stated.
- 1.4 The headings in the Trust Deed and these Rules are for convenience only and shall not affect their construction.
- 1.5 A reference to writing or written includes fax and email.
- 1.6 Any obligation on a party not to do something includes an obligation not to allow that thing to be done.
- 1.7 A reference to the Plan or any other agreement or document referred to in the Plan is a reference to the Plan or any other agreement or document as varied or novated (in each case, other than in breach of the provisions of the Plan) from time to time. References to Rules are to the Rules of the Plan and clauses are to clauses of the Trust Deed.

## **PART B: PARTNERSHIP SHARES**

### **2. COMMENCEMENT AND CONTINUATION**

- 2.1 The Board may at any time, subject to Rule 37 and until the Plan is terminated under Clause 32 of the Trust Deed, decide to operate the Partnership Shares part of the Plan on an ongoing basis and invite every Eligible Employee to enter into a Partnership Share Agreement with the Company. At the same time the Board shall decide:
- (a) the Qualifying Period;
  - (b) whether Matching Shares are to be awarded and, if so, the ratio of Matching Shares to Partnership Shares in accordance with Rule 18; and
  - (c) the other main terms of the Award, as specified in Rule 5.2.
- 2.2 The Board may decide to operate the Partnership Shares part of the Plan with Accumulation Periods not exceeding 12 months. The beginning of the first Accumulation Period shall not be later than the date on which the first deduction of Partnership Share Money is made. The Accumulation Period which applies to each Award of Partnership Shares must be the same for all Qualifying Employees.
- 2.3 The Board may also decide to offer Eligible Employees the opportunity to make single contributions during one specific month. There shall be no Accumulation Period for such an offer.
- 2.4 The operation of the Partnership Shares part of the Plan may be suspended or restarted from any month at the discretion of the Board. The Board shall give the Trustees and the Eligible Employees notice at least three weeks before deductions of Partnership Share Money start, are suspended or are restarted.
- 2.5 The Board may specify the maximum number of Shares to be included in an Award of Partnership Shares. The Partnership Share Agreement shall contain an undertaking by the Company to notify the Qualifying Employee of any such limit. Such notice shall be given:
- (a) if there is no Accumulation Period, before the deduction of the Partnership Share Money relating to the Award; or
  - (b) if there is an Accumulation Period, before the beginning of the Accumulation Period relating to the Award.

**3. PARTICIPATION ON SAME TERMS**

- 3.1 Every Eligible Employee shall be invited to participate in an Award of Partnership Shares (and any Award of Matching Shares) on the same terms, as defined in paragraph 9 of Schedule 2. All who do participate in such an Award shall do so on the same terms.
- 3.2 Other than a provision which is in accordance with paragraph 43(2B) and 43(2C) of Schedule 2, Partnership Shares shall not be subject to any provision under which they may be forfeited and a Participant may withdraw some or all of his Partnership Shares from the Plan at any time.

**4. MINIMUM AND MAXIMUM AMOUNT OF DEDUCTIONS**

- 4.1 The minimum amount of Partnership Share Money to be deducted from a Qualifying Employee's Taxable Earnings on any occasion shall not be greater than £10.
- 4.2 The amount deducted from a Qualifying Employee's Taxable Earnings in any Tax Year shall not exceed the lesser of:
- (a) £1,800; and
  - (b) 10% of the Qualifying Employee's Taxable Earnings for that Tax Year or such other amount as may be permitted under paragraph 46 of Schedule 2 and has been approved by the Board.
- 4.3 If an individual is awarded Shares under the Plan in a Tax Year in which he has already participated in an award of shares under one or more Connected SIPs, Rule 4.2 shall apply as if the Plan and the other plan or plans were a single plan.
- 4.4 Any amount deducted in excess of that allowed by Rule 4.2 shall be paid over to the Qualifying Employee as soon as practicable, subject to deduction of any applicable income tax under PAYE and NICs.

**5. PARTNERSHIP SHARE AGREEMENT**

- 5.1 No Eligible Employee may participate in an Award of Partnership Shares or Matching Shares until he has signed a Partnership Share Agreement, in which he agrees:
- (a) to permit the Participating Company which employs him to make the necessary deduction of Partnership Share Money from his Taxable Earnings under the terms of the Plan;
  - (b) to permit his Matching Shares (if any) to be held by the Trustees during their Holding Period and not to assign, charge or otherwise dispose of his beneficial interest in such Shares during such period (except as permitted under Rule 31).

5.2 Each Partnership Share Agreement shall specify the main terms of the Award of Partnership Shares and Matching Shares (if any), including:

- (a) If there is an Accumulation Period, when the Accumulation Period begins and ends and the circumstances in which the Accumulation Period may end early;
- (b) the minimum and maximum amount of deductions that may be made each pay interval;
- (c) the maximum percentage of Taxable Earnings that may be paid in deductions to acquire Partnership Shares;
- (d) how deductions can be varied and the procedure for withdrawing from the Partnership Share Agreement (as specified in Rules 7 and 8);
- (e) the number of Matching Shares (if any) to be awarded for every Partnership Share acquired on behalf of an Qualifying Employee;
- (f) the Holding Period for any Matching Shares (under Rule 19), if applicable;
- (g) any Forfeiture Period for the Matching Shares (under Rule 36), if applicable;
- (h) an undertaking by the Company to notify the Qualifying Employee of any limit on the number of Shares to be included in an Award of Partnership Shares in accordance with Rule 2.5; and
- (i) the arrangements for notifying Qualifying Employees if the terms of the Partnership Share Agreement are changed (as specified in Rule 14)

and it shall include a notice of the possible effect of deductions on an Eligible Employee's entitlement to social security benefits, statutory sick pay and statutory maternity pay (in the form prescribed by HMRC).

## **6. INVITATIONS AND APPLICATIONS TO PARTICIPATE**

6.1 When the Board decides to start or restart the operation of the Partnership Shares part of the Plan on an ongoing basis, the Board shall send invitations to all Eligible Employees at least three weeks before the first deductions of Partnership Share Money are to be made.

6.2 Subsequently, the Board shall send an invitation to participate to every individual who becomes an Eligible Employee while the Partnership Shares part of the Plan is being operated.

6.3 If there is no Accumulation Period, an Eligible Employee may apply to participate in the Partnership Shares part of the Plan from any month in which it is operating by completing a Partnership Share Agreement, specifying the amount (or percentage of Taxable Earnings) to be deducted from his Taxable Earnings in each pay interval (within the limits specified in Rule 4), and sending it to the Company no later than the first day of the month in which he wishes the deductions to start (or by such later date as the Board shall specify from time to time). If there are Accumulation Periods, an Eligible Employee may only join the Partnership Shares part of the Plan at the beginning of an Accumulation Period.

6.4 If the Board decides to offer Eligible Employees the opportunity to make single contributions in any month, pursuant to Rule 2.3, it shall send invitations to all Eligible Employees not later than three weeks before the deductions of Partnership Share Money are to be made for such offer. An Eligible Employee may apply to participate in such offer by completing a Partnership Share Agreement (in addition to any Partnership Share Agreement which he may have completed in respect of regular monthly contributions), specifying the amount to be deducted from his Taxable Earnings in the relevant month (within the limits for contributions for the Tax Year specified in Rule 4), and sending it to the Company no later than the fifteenth day of such month (or by such later date as the Board shall specify from time to time).

## **7. STOPPING, RESTARTING AND VARYING DEDUCTIONS**

7.1 A Qualifying Employee may give notice to the Company to stop deductions temporarily. The Company shall ensure that the deductions are stopped within 30 days of receipt of the notice, unless a later date is specified in the notice.

7.2 Subject to Rule 7.3, a Qualifying Employee who has stopped deductions may subsequently give notice in writing to the Company to restart deductions under the Partnership Share Agreement, but may not make up deductions which have been missed. The Company shall ensure that the deductions are restarted no later than the first deduction due more than 30 days after receipt of the notice, unless a later date is specified in the notice.

7.3 A Qualifying Employee may not restart deductions under Rule 7.2 more than once during any Accumulation Period.

7.4 A Qualifying Employee may give notice in writing to the Company to change the amount (or percentage of Taxable Earnings) to be deducted from his Taxable Earnings (within the limits specified in Rule 4). The Company shall ensure that the change takes effect no later than the first deduction due more than 30 days after receipt of the notice, unless a later date is specified in the notice. The Partnership Share Agreement may provide that Qualifying Employees can only change the amount or percentage to be deducted once in every six-month period or, where there is an Accumulation Period, at the start of an Accumulation Period.

**8. WITHDRAWAL FROM PARTNERSHIP SHARE AGREEMENT**

- 8.1 A Qualifying Employee may give notice in writing to the Company to withdraw from a Partnership Share Agreement at any time. Unless a later date is specified in the notice, it will take effect 30 days after it is received by the Company. Any Partnership Share Money then held on behalf of that Qualifying Employee shall be paid over to him as soon as practicable, subject to deduction of any applicable income tax under PAYE and NICs.
- 8.2 An Eligible Employee who has withdrawn from a Partnership Share Agreement may rejoin the Partnership Shares part of the Plan with effect from the beginning of any month, if there is no Accumulation Period, by completing a new Partnership Share Agreement pursuant to Rule 6.3. If there are Accumulation Periods, an Eligible Employee may only rejoin with effect from the beginning of an Accumulation Period.

**9. MATERNITY, PATERNITY, ADOPTION AND SICK LEAVE**

A Qualifying Employee who is absent on maternity, paternity, adoption or long-term sick leave may continue to participate in the Plan (subject to the limit in Rule 4.2) so long as the Qualifying Employee continues to be an Eligible Employee.

**10. TRANSFERS TO ANOTHER PARTICIPATING COMPANY**

If a Qualifying Employee's employment is transferred to another Participating Company the Partnership Share Agreement will remain in effect. Deductions from his Taxable Earnings will be made after the date of the transfer by the Participating Company which then employs the Qualifying Employee.

**11. CESSATION OF ELIGIBILITY**

- 11.1 If a Qualifying Employee ceases to be an Eligible Employee for any reason, no more Partnership Share Money may be deducted from his Taxable Earnings. Subject to Rule 11.2, any Partnership Share Money then held on behalf of that Qualifying Employee shall be paid over to him as soon as practicable, subject to deduction of any applicable income tax under PAYE and NICs, PROVIDED THAT if the Qualifying Employee ceases to be an Eligible Employee:

- (a) where there is no Accumulation Period, between a deduction of Partnership Share Money and the corresponding Acquisition Date; and
- (b) where there is an Accumulation Period, between the end of that period and the corresponding Acquisition Date

he shall be treated as ceasing to be an Eligible Employee immediately after he has been awarded the relevant Partnership Shares.



- 11.2 If a Qualifying Employee ceases to be an Eligible Employee during an Accumulation Period but continues to be a Group Employee, unless he notifies the Trustees otherwise, his Partnership Share Money deducted before he ceased to be an Eligible Employee shall be used by the Trustees to purchase Partnership Shares on the Acquisition Date in accordance with Rule 12.3 and any surplus Partnership Share Money shall be paid over to him as soon as practicable thereafter, subject to deduction of any applicable income tax under PAYE and NICs.
- 11.3 The Participating Companies shall inform the Trustees as soon as possible when a Qualifying Employee ceases to be an Eligible Employee.

**12. ACQUISITION OF PARTNERSHIP SHARES**

- 12.1 The Participating Companies shall pay the Partnership Share Money to the Trustees and the Trustees shall hold the Partnership Share Money in accordance with Clause 7.3 of the Trust Deed.
- 12.2 If there is no Accumulation Period, the Acquisition Date for any month shall be no later than 30 days after the last date on which the Partnership Share Money to be applied in acquiring Shares was deducted. Subject to Rule 12.5, on the Acquisition Date the Trustees shall use the Partnership Share Money to acquire a whole number of Shares on behalf of each Qualifying Employee. The number of Shares awarded to each Qualifying Employee shall be determined in accordance with the Market Value of the Shares on that date.
- 12.3 If there is an Accumulation Period, the Acquisition Date for the Accumulation Period shall be no later than 30 days after the end of the Accumulation Period. Subject to Rule 12.5, on the Acquisition Date the Trustees shall use the Partnership Share Money to acquire a whole number of Shares on behalf of each Qualifying Employee. At the Board's direction, the number of Shares awarded to each Qualifying Employee shall be determined in accordance with one of paragraphs (a), (b) and (c) below:
- (a) the Market Value of the Shares at the beginning of the Accumulation Period;
  - (b) the Market Value of the Shares on the Acquisition Date; or
  - (c) the lower of the Market Values mentioned in paragraphs (a) and (b) above.
- 12.4 If a transaction occurs during an Accumulation Period which results in a new holding of shares being equated for the purposes of capital gains tax with any of the Shares to be acquired under the Partnership Share Agreement, the employee may agree that the Partnership Share Agreement shall have effect after the time of that transaction as if it were an agreement for the purchase of shares comprised in the new holding.

- 12.5 If the total number of Partnership Shares to be purchased on an Acquisition Date would result in the maximum determined in accordance with Rule 2.5 to be exceeded, then the number of Partnership Shares purchased under Rule 12.2 or 12.3 shall be reduced by the same proportion for each Qualifying Employee (except as necessary to round to a whole number of Shares) to the extent required to keep within the maximum.
- 12.6 Any surplus Partnership Share Money remaining after the acquisition of Shares by the Trustees:
- (a) may, with the agreement of the Qualifying Employee, be carried forward and added to the amount of the next deduction or to the next Accumulation Period (whichever is applicable); and
  - (b) in any other case, shall be paid over to the Qualifying Employee as soon as practicable, subject to deduction of any applicable income tax under PAYE and NICs.
- 12.7 The Partnership Share Agreement may provide that, where an Accumulation Period comes to an end on the occurrence of a specified event, the Partnership Share Money deducted in that period shall be paid over to the Qualifying Employee as soon as practicable, subject to deduction of any applicable income tax under PAYE and NICs.

### **13. NOTICE OF AWARDS**

As soon as practicable after the Acquisition Date of Partnership Shares, the Trustees shall give each Qualifying Employee a notice for that Award in accordance with Clause 10.1 of the Trust Deed.

### **14. VARIATION OF TERMS OF AWARDS OF PARTNERSHIP SHARES**

The Board may vary the terms on which future Awards of Partnership Shares are offered under the Partnership Share Agreement in a manner permitted by these Rules. The Board shall give the Trustees and the Qualifying Employees at least three weeks' notice before any such variation takes effect.

### **15. SUSPENSION OF PARTNERSHIP SHARES PART OF PLAN**

- 15.1 No Partnership Shares or Matching Shares shall be awarded while the Partnership Shares part of the Plan is suspended pursuant to Rule 2.4.
- 15.2 As soon as the suspension comes into effect, the Trustees shall pay each Qualifying Employee any balance of his Partnership Share Money as soon as practicable, subject to deduction of any applicable income tax under PAYE and NICs.
- 15.3 If the operation of the Partnership Shares part of the Plan is restarted after a suspension, each Eligible Employee must enter into a new Partnership Share Agreement to become a Qualifying Employee.

## **PART C: MATCHING SHARES**

### **16. AWARD OF MATCHING SHARES**

If the Board decides to operate the plan by awarding Matching Shares to Qualifying Employees, the Partnership Share Agreement shall set out the basis on which a Qualifying Employee is entitled to Matching Shares in accordance with this Part of these Rules.

### **17. GENERAL REQUIREMENTS FOR MATCHING SHARES**

Matching Shares shall be:

- (a) Shares of the same class and carrying the same rights as the Partnership Shares to which they relate;
- (b) subject to Rule 18.3, be awarded on the same day as the Partnership Shares to which they relate are acquired on behalf of the Qualifying Employee; and
- (c) awarded to all Qualifying Employees on exactly the same basis.

### **18. RATIO OF MATCHING SHARES TO PARTNERSHIP SHARES**

- 18.1 The Partnership Share Agreement shall specify the ratio of Matching Shares to Partnership Shares for the time being offered by the Company and that ratio shall not exceed two for one (or such other ratio as may be permitted under paragraph 60(2) of Schedule 2 and approved by the Board).
- 18.2 The Board may vary the ratio before Partnership Shares are acquired. Qualifying Employees shall be notified of the terms of any such variation before the Partnership Shares are awarded under the Partnership Share Agreement.
- 18.3 If the Partnership Shares acquired on the day referred to in Rule 17(b) above are not sufficient to entitle a Qualifying Employee to a Matching Share, the match shall be made when sufficient Partnership Shares have been acquired to allow at least one Matching Share to be awarded.

### **19. HOLDING PERIOD FOR MATCHING SHARES**

- 19.1 The Board shall, in relation to each Award of Matching Shares, specify a Holding Period throughout which a Participant shall be bound by the terms of the Partnership Share Agreement.
- 19.2 The Holding Period shall, in relation to each Award, be a specified period of not less than three years nor more than five years, beginning with the Award Date, and shall be the same for all Participants who receive an Award of Matching Shares at the same time.
- 19.3 The Board shall not increase the Holding Period for an Award of Matching Shares after the Award Date.

**20. ACQUISITION COSTS OF MATCHING SHARES**

The Participating Companies shall pay to the Trustees no later than the Award Date:

- (a) the amount required to pay for the Matching Shares to be awarded on the Award Date; and
- (b) any dealing costs or currency exchange costs and any taxes or duties associated with the acquisition of such Shares

in respect of the number of Matching Shares being awarded to the Qualifying Employees employed by them.

**21. NOTICE OF AWARDS**

As soon as practicable after the Award Date of Matching Shares, the Trustees shall give each Qualifying Employee a notice for that Award in accordance with Clause 10.2 of the Trust Deed.

## **PART D: FREE SHARES**

### **22. DECISION TO OFFER FREE SHARES**

- 22.1 Subject to Rule 37, the Board may decide that an Award of Free Shares shall be offered at any time until the Plan is terminated under Clause 32 of the Trust Deed. For each such offer, the Board shall decide the Award Date, the Qualifying Period and the other terms of the Award mentioned in Rule 26.2.
- 22.2 The Board shall give the Trustees at least four weeks' notice of the Award before the proposed Award Date.

### **23. PARTICIPATION ON SAME TERMS**

- 23.1 Every Eligible Employee shall be invited to participate in an Award of Free Shares on the same terms, as defined in paragraph 9 of Schedule 2. All who do participate in such an Award shall do so on the same terms.
- 23.2 The same terms requirement of this Rule 23 may include Performance Allowances, which meet the requirements of paragraphs 38 to 42 of Schedule 2.

### **24. INVITATIONS AND APPLICATIONS TO PARTICIPATE**

- 24.1 Not later than four weeks before each Award Date for Free Shares, the Board shall send invitations to participate to all Group Employees who are expected to be Eligible Employees on the Award Date. The invitations shall specify the latest date by which the completed Free Share Agreements must be returned to the Company (which shall not be earlier than two weeks after the date of the invitation).
- 24.2 Alternatively, the Company may specify in the invitations that the Eligible Employees who receive such invitations shall be deemed to have accepted the offer of Free Shares and to have signed the Free Share Agreement unless they notify the Company in writing that they do not want to accept the offer no later than a deadline date (which shall be no earlier than 25 days after the date of the invitation).
- 24.3 Unless the Company has made a specification under Rule 24.2, an Eligible Employee may apply to participate in the Award by completing a Free Share Agreement for that Award and sending it to the Company no later than the date specified in the invitation.

### **25. HOLDING PERIOD FOR FREE SHARES**

- 25.1 The Board shall in relation to each Award of Free Shares specify a Holding Period.
- 25.2 The Holding Period shall, in relation to each Award, be a specified period of not less than three years nor more than five years, beginning with the Award Date, and shall be the same for all Qualifying Employees who receive an Award of Free Shares at the same time.

- 25.3 The Board shall not increase the Holding Period for an Award of Free Shares after the Award Date.

**26. FREE SHARE AGREEMENT**

- 26.1 No Eligible Employee may participate in an Award of Free Shares until he has entered into a Free Share Agreement (or has been deemed to do so pursuant to Rule 24.2) which binds him in contract with the Company to permit his Free Shares to be held by the Trustees during their Holding Period and not to assign, charge or otherwise dispose of his beneficial interest in such Shares during such period (except as permitted under Rule 31).

- 26.2 Each Free Share Agreement shall specify the main terms of the Award of Free Shares, including:

- (a) the method to be used to determine the number of Free Shares to be awarded to each Qualifying Employee (pursuant to Rule 27.1);
- (b) the Holding Period for the Free Shares (under Rule 25); and
- (c) any Forfeiture Period for the Free Shares (under Rule 36).

- 26.3 At the discretion of the Board:

- (a) either a separate Free Share Agreement must be signed by an Eligible Employee in respect of each Award of Free Shares;
- (b) or a Free Share Agreement may remain in effect for all future Awards of Free Shares made while the Eligible Employee remains eligible to participate.

If paragraph (b) applies, an invitation sent pursuant to Rule 24.1 does not need to be sent to Eligible Employees for whom a Free Share Agreement remains in effect.

**27. AWARD OF FREE SHARES**

- 27.1 At the discretion of the Board, the Free Shares to be awarded on any Award Date may be allocated between Qualifying Employees in any manner that meets the same terms requirements in Rule 23 and does not have the effect of conferring benefits wholly or mainly on directors or on employees receiving the higher or highest levels of remuneration.

- 27.2 The Initial Market Value of the Free Shares awarded to a Qualifying Employee in any Tax Year shall not exceed £3,600 (or such other amount as may be permitted under paragraph 35 of Schedule 2 and has been approved by the Board).

- 27.3 If an individual is awarded Shares under the Plan in a Tax Year in which he has already participated in an award of shares under one or more Connected SIPs, Rule 27.2 shall apply as if the Plan and the other plan or plans were a single plan.

- 27.4 Not later than one week before the Award Date (or by such other date as may be agreed between the Company and the Trustees), the Board shall

notify the Trustees of the number or value of the Free Shares to be awarded to the Qualifying Employees. If any such Qualifying Employee ceases to be an Eligible Employee before the Award Date the relevant Participating Company shall inform the Trustees as soon as practicable.

- 27.5 The Participating Companies shall pay to the Trustees no later than the Award Date:
- (a) the amount required to pay for the Free Shares to be awarded on the Award Date; and
  - (b) any dealing costs or currency exchange costs and any taxes or duties associated with the acquisition of such Shares
- in respect of the number of Free Shares being awarded to the Qualifying Employees employed by them.
- 27.6 On the Award Date, the Trustees shall Award a whole number of Free Shares to each Qualifying Employee in accordance with Rule 27.1.
- 27.7 As soon as practicable after the Award Date of any Free Shares, the Trustees shall give each Qualifying Employee a notice for that Award in accordance with Clause 10.2 of the Trust Deed.

## **PART E: DIVIDEND SHARES**

### **28. CASH DIVIDENDS AND DIVIDEND SHARES**

- 28.1 The Board may direct to:
- (a) apply some or all of the cash dividends which the Trustees receive in respect of Plan Shares held on behalf of all Participants to be applied in acquiring Dividend Shares on the Participants' behalf; the Board's direction shall set out the amount of the cash dividends to be so applied or how that amount is to be determined; or
  - (b) pay all such cash dividends to the Participants in cash; or
  - (c) offer the Participants the choice of (a) or (b).
- 28.2 The Partnership Share Agreement and/or Free Share Agreement, as appropriate, shall set out the rights and obligations of a Participant receiving Dividend Shares under the Plan and shall bind him in contract with the Company to permit his Dividend Shares to be held by the Trustees during their Holding Period and not to assign, charge or otherwise dispose of his beneficial interest in such Shares during such period (except as permitted under Rule 31).
- 28.3 If the Board has made a direction under Rule 28.1(a), the Trustees shall apply the relevant cash dividends which they receive in respect of Plan Shares held on behalf of Participants in acquiring Dividend Shares on their behalf. In exercising their powers in relation to the acquisition of Dividend Shares the Trustees shall treat Participants fairly and equally.
- 28.4 Dividend Shares shall be Shares:
- (a) of the same class and carrying the same rights as the Shares in respect of which the dividend is paid; and
  - (b) which are not subject to any provision for forfeiture.
- 28.5 The Acquisition Date for any Dividend Shares shall be set by the Trustees and shall be no later than 30 days after the cash dividends are received by them. The Trustees shall apply the relevant cash dividends to acquire a whole number of Dividend Shares on behalf of the Participant on the Acquisition Date. The number of Dividend Shares acquired on behalf of each Participant shall be determined in accordance with the Market Value of the Shares on the Acquisition Date.
- 28.6 The Board may at any time modify or revoke any direction it has made under Rule 28.1 that cash dividends shall be applied in acquiring Dividend Shares.
- 28.7 The Trustees shall pay over any cash dividends in respect of Plan Shares held on behalf of a Participant so far as they are not required to be applied in acquiring Dividend Shares to the Participant as soon as practicable. On making such a payment, the Participant shall be provided with the information specified in Clause 12.5 of the Trust Deed.



**29. CERTAIN AMOUNTS NOT REINVESTED TO BE CARRIED FORWARD**

29.1 Subject to Rule 29.2, any amount that is not reinvested because the amount of the cash dividend is insufficient to acquire a whole Share shall be retained by the Trustees and carried forward to be added to the amount of the next cash dividend to be reinvested. The Trustees must hold the amount to be separately identifiable for the purposes of Rule 29.2.

29.2 Any amount which has not been reinvested shall be paid over to the Participant as soon as practicable if:

- (a) the Participant ceases to be a Group Employee; or
- (b) a Plan Termination Notice is issued.

On making such a payment, the Participant shall be provided with the information specified in Clause 12.5 of the Trust Deed.

**30. NOTICE OF ACQUISITIONS**

As soon as practicable after the Acquisition Date of Dividend Shares, the Trustees shall give each Qualifying Employee a notice for that acquisition in accordance with Clause 10.3 of the Trust Deed.

**PART F: PLAN SHARES****31. HOLDING PERIOD**

- 31.1 Subject to the other provisions of this Rule 31, Participants must permit their Matching Shares, Free Shares and Dividend Shares to remain with the Trustees during their Holding Period and shall not assign, charge or otherwise dispose of their beneficial interest in such Shares during that period.
- 31.2 A Participant's obligations under Rule 31.1 come to an end when he ceases to be a Group Employee.
- 31.3 A Participant may during the Holding Period direct the Trustees:
- (a) to accept an offer for any of his Plan Shares if the acceptance or agreement will result in a new holding being equated with those Shares for the purposes of capital gains tax; or
  - (b) to agree to a transaction affecting his Plan Shares, or such of them as are of a particular class, if the transaction would be entered into as a result of a compromise, arrangement or scheme applicable to or affecting:
    - (i) all of the ordinary share capital of the Company or, as the case may be, all the shares of the class in question, or
    - (ii) all the shares, or all the shares of the class in question, which are held by a class of shareholders identified otherwise than by reference to their employment or their participation in a Schedule 2 SIP; or
  - (c) to accept an offer of cash, with or without other assets, for his Plan Shares if the offer forms part of a general offer which is made to holders of shares of the same class as his Plan Shares or to holders of shares in the same company (whether or not the general offer is made to different shareholders by different means), and which is made in the first instance on a condition such that if it is satisfied the person making the offer will have control of that company, within the meaning of sections 450 and 451 of CTA 2010; or
  - (d) to accept an offer of a Qualifying Corporate Bond (whether alone or with other assets or cash or both) for his Plan Shares if the offer forms part of such a general offer as is mentioned in paragraph (c) above; or
  - (e) to exercise a right to require the offeror to acquire the Participant's Plan Shares, or such of them as are of a particular class, that arises under section 983 of the Companies Act 2006 in the case of a takeover offer (as defined in section 974 of that Act).
- 31.4 Rule 31.1 does not prevent the Trustees from disposing of a Participant's Plan Shares to meet their PAYE obligations under Clause 12.2 of the Trust Deed.

31.5 Rule 31.1 does not prevent the Trustees from removing a Participant's Plan Shares from the Plan, with the Participant's consent, under Rule 43.3 on termination of the Plan.

## 32. COMPANY RECONSTRUCTIONS

32.1 The following provisions of this Rule apply if there occurs in relation to any of a Participant's Plan Shares (the **Original Holding**):

- (a) a transaction which results in a new holding (the **New Holding**) being equated with the Original Holding for the purposes of capital gains tax; or
- (b) a transaction which would have that result but for the fact that what would be the New Holding consists of or includes a Qualifying Corporate Bond.

32.2 If an issue of shares of any of the following descriptions (in respect of which a charge to income tax arises) is made as part of a company reconstruction, those shares shall be treated for the purposes of this Rule as not forming part of the New Holding:

- (a) redeemable shares or securities issued as mentioned in paragraph C or D in section 1000(1) of CTA 2010 (distributions);
- (b) share capital issued in circumstances such that section 1022(3) of CTA 2010 (bonus issue following repayment of share capital) applies; or
- (c) share capital to which section 410 of ITTOIA 2005 (stock dividends) applies that is issued in a case where subsection (2) or (3) of that section applies.

32.3 In this Rule:

**Corresponding Shares** in relation to any New Shares, means the Shares in respect of which the New Shares are issued or which the New Shares otherwise represent;

**New Shares** means shares comprised in the New Holding which were issued in respect of, or otherwise represent, shares comprised in the Original Holding.

32.4 Subject to the following provisions of this Rule, references in the Plan to a Participant's Plan Shares shall be respectively construed, after the time of the company reconstruction, as being or, as the case may be, as including references to any New Shares.

32.5 For the purposes of the Plan:

- (a) a company reconstruction shall be treated as not involving a disposal of Shares comprised in the Original Holding; and
- (b) the date on which any New Shares are to be treated as having been awarded to or acquired on behalf of the Participant shall be that on which Corresponding Shares were so awarded or acquired.

- 32.6 In the context of a New Holding, any reference in this Rule to shares includes securities and rights of any description which form part of the New Holding for the purposes of Chapter 2 of Part 4 of the Taxation of Chargeable Gains Act 1992 (reorganisation of share capital etc.).

**33. RIGHTS ISSUES**

- 33.1 Any shares or securities allotted under Clause 16 of the Trust Deed shall be treated as Plan Shares identical to the shares in respect of which the rights were conferred. They shall be treated as if they were awarded to or acquired on behalf of the Participant under the Plan in the same way and at the same time as those Plan Shares in respect of which they are allotted.

- 33.2 Rule 33.1 does not apply:

(a) to shares and securities allotted as the result of taking up a rights issue where the funds to exercise those rights were obtained otherwise than by virtue of the Trustees disposing of rights in accordance with this Rule 33; or

(b) where the rights to a share issue attributed to Plan Shares are different from the rights attributed to other ordinary shares in the same company.

**34. SALE AND TRANSFER OF PLAN SHARES**

- 34.1 A Participant may direct the Trustees to sell or transfer his Partnership Shares at any time or to sell or transfer his Matching Shares, Free Shares or Dividend Shares at any time after the end of their Holding Period (or when permitted by Rule 31).

- 34.2 If any PAYE or NICs liability arises on the sale or transfer of Plan Shares, the Trustees may dispose of a Participant's Plan Shares or accept a sum from the Participant under Clause 12.2 of the Trust Deed.

- 34.3 Any stamp duty or other expenses involved in any transfer of Shares by the Trustees shall be payable by the Trustees (and reimbursed by the relevant Participating Company).

**35. LEAVERS**

- 35.1 If a Participant ceases to be a Group Employee (other than on his death), his Plan Shares shall immediately cease to be subject to the Plan. The Participant may direct the Trustees to sell or transfer such Plan Shares pursuant to Rule 34. If the Participant has given no such direction within one month of the cessation, the Trustees shall be entitled to sell the Participant's Plan Shares and to send the proceeds to the Participant (subject to deduction of any PAYE or NICs or other reasonable selling expenses that are required).

- 35.2 If a Participant dies, his Plan Shares shall immediately cease to be subject to the Plan. His personal representatives may direct the Trustees to sell or

transfer such Plan Shares pursuant to Rule 34. If no such direction has been given within three months of the death, the Trustees shall be entitled to sell the Participant's Plan Shares and to send the proceeds to the personal representatives (subject to deduction of any reasonable expenses).

### **36. FORFEITURE**

**36.1** The Board may from time to time determine that Participants shall, during the applicable Forfeiture Period, forfeit all beneficial entitlement (or such proportion as the Board shall determine in respect of all Participants) to Matching Shares or Free Shares awarded to them in the following circumstances:

- (a) on the Participant ceasing to be a Group Employee, or the withdrawal of the Matching Shares or Free Shares from the Plan as a result of such cessation, for any reason other than:
  - (i) death,
  - (ii) injury or disability (evidenced to the satisfaction of the Board),
  - (iii) on being dismissed by reason of Redundancy,
  - (iv) retirement,
  - (v) a relevant transfer within the meaning of the Transfer of Undertakings (Protection of Employment) Regulations 2006, or
  - (vi) the company by which he is employed ceasing to be an Associated Company of the Company; or
- (b) in the case of Matching Shares, the withdrawal from the Plan of the corresponding Partnership Shares by reference to which they were awarded.

**36.2** Forfeiture shall not be linked to the performance of any person or persons.

**36.3** For the purposes of Rule 36.1 the Forfeiture Period shall be such period (if any) of not more than five years beginning with the relevant Award Date as the Board may from time to time determine in respect of all Participants who participate in the same Award. For the avoidance of doubt, the Forfeiture Period need not be the same in relation to Matching Shares and Free Shares or separate Awards of Matching Shares or Free Shares.

**36.4** Where pursuant to Rule 36.1 the Board determines that Matching Shares or Free Shares shall be capable of forfeiture, it shall do so before the Award Date of such Shares and it shall notify Eligible Employees of the basis on which the Shares will be capable of forfeiture.

## **PART G: MISCELLANEOUS**

### **37. PERIOD OF OPERATION, ISSUE OF INVITATIONS AND AWARDS**

37.1 Invitation to participate in the Plan may only be issued between the Adoption Date and the tenth anniversary of the Adoption Date.

37.2 The Board may issue invitations to participate in the Plan during:

- (a) the period of 42 days after the Adoption Date;
- (b) any period of 42 days immediately following the end of a Closed Period; and
- (c) any other period during which the Board decides that invitations may be issued, or Shares acquired or awarded, due to exceptional circumstances that justify such a decision

provided that Awards shall not be made at any time if it would be unlawful, or in breach of the UK MAR or any other law or regulations with the force of law or rule of an investment exchange on which Shares are listed or traded, or any non-statutory rule with a purpose similar to any part of the UK MAR or guidance with which the Company complies.

### **38. OVERALL LIMIT ON AWARDS**

No Award shall be made pursuant to the Plan, either by the issue of new Shares or by the transfer of treasury Shares, if such issue or transfer would result in the aggregate of the number of Shares:

- (a) which have been so subscribed or reissued pursuant to the Plan in the previous 10 years;
- (b) which are issuable, or re-issuable, under subsisting share options and conditional share awards which have been granted under any Other Share Scheme in the previous 10 years; and
- (c) which have been issued or reissued pursuant to share options and conditional share awards granted under any Other Share Scheme in the previous 10 years

exceeding 10% of the Company's ordinary share capital then in issue.

### **39. CONTRACTUAL RIGHTS**

Notwithstanding any provision of any other of these Rules whatsoever:

- (a) the Plan shall not form part of any contract of employment between the Company, a Subsidiary or any Associated Company of the Company and any Participant and it shall not confer on any Participant any legal or equitable rights (other than those constituted by the grant of Awards themselves) whatsoever against the Company, a Subsidiary or such an Associated Company directly or indirectly or give rise to any cause of action at law or in

equity against the Company, a Subsidiary or any such Associated Company; and

- (b) participation in an Award is a matter entirely separate from any pension right or entitlement a Participant may have and from his terms or conditions of employment and participation in the Plan shall in no respect whatever affect his pension rights or entitlements or terms or conditions of employment and in particular (but without limiting the generality of the foregoing) any Participant who ceases to be an employee of any of the Company, the Subsidiaries or the Associated Companies of the Company shall not be entitled to any compensation for any loss of any right or benefit or prospective right or benefit under the Plan which he might otherwise have enjoyed whether such compensation is claimed by way of damages for wrongful dismissal or other breach of contract or by way of compensation for loss of office or otherwise howsoever and notwithstanding that he may have been dismissed wrongfully or unfairly (within the meaning of the Employment Rights Act 1996).

#### **40. DATA PROTECTION**

The Company may collect and process information relating to the Participants which is necessary for the operation of the Plan in accordance with its policies on data protection in the privacy notice which is on the Company intranet.

#### **41. DISPUTES**

The decision of the Board in any dispute or question affecting any Eligible Employee, Qualifying Employee, Participant or former Participant under the Plan shall be final and conclusive.

#### **42. GENERAL**

- 42.1 This Plan confers no benefit, right or expectation on a person who is not eligible to be granted Awards. No third party has any rights under the Contract (Rights of Third Parties) Act 1999 to enforce any term of the Plan. Any other right or remedy which a third party may have is unaffected by this Rule.
- 42.2 Any Shares acquired pursuant to Awards shall be subject to the articles of association of the Company from time to time.
- 42.3 The invalidity or non-enforceability of one or more provisions of the Plan will not affect the validity or enforceability of other provisions of the Plan.
- 42.4 All Shares subscribed under the Plan shall as to voting, dividend, transfer and other rights (including those arising on liquidation) rank equally in all respects with the Shares of the same class then in issue, save that the Company may determine that they shall not rank for any dividend payable wholly or partially by reference to a period prior to their issue.

42.5 If and so long as the Shares are listed and/or admitted to trading on any stock exchange or market, the Company shall, at its expense, use its reasonable endeavours to obtain listing and/or admission to trading on such stock exchange or market for Shares allotted under the Plan.

42.6 If the Trustees award Plan Shares a proportion of which rank for a dividend or other distribution or other rights attaching to them by reference to a record date preceding the relevant Award Date and a proportion which do not, then the Shares to be awarded to each Qualifying Employee shall, so far as practicable, be in the same proportions of Shares with and without such rights.

### **43. TERMINATION OF PLAN**

43.1 In the event of the termination of the Plan in accordance with Clause 32 of the Trust Deed, the Termination Period shall be the three-month period beginning on the date on which the Plan Termination Notice is issued.

43.2 Once the Termination Period has begun:

(a) no further Shares may be awarded to, or acquired on behalf of, Qualifying Employees under the Plan;

(b) subject to Rule 43.3, the Trustees must (as soon as practicable after the end of the Termination Period or, if later, the first date on which the Plan Shares may be removed from the Plan without giving rise to a charge to income tax on the Participant on whose behalf they are held) either transfer all Plan Shares held by them to the relevant Participant (or at his direction to another person) or, if appropriate, to his legal personal representatives or dispose of such Plan Shares and account to each such Participant (or at his direction to another person or, if appropriate, to his legal personal representatives) for the proceeds;

(c) the Trustees must ensure that any Partnership Share Money (or other money) held on behalf of a Participant is paid to him as soon as practicable, subject to deduction of any applicable income tax under PAYE and NICs; and

(d) the Trustees must ensure that any cash dividend that has not been reinvested is paid to the Participant as soon as practicable. On making such a payment, the Participant shall be provided with the information specified in Clause 12.5 of the Trust Deed.

43.3 The Trustees may remove the Plan Shares from the Plan at an earlier date than that specified in paragraph (b) of Rule 43.2 with the Participant's consent, except that any such consent given by the Participant before he receives the Plan Termination Notice shall be disregarded by the Trustees.