**James Fisher and Sons plc**

**SHARESAVE PLAN**

Approved by shareholders of the Company on 30 April 2015 Adopted by the board of the Company on 30 April 2015

Amended by the board of the Company on 21 February 2019

Amended by the board of the Company on 18 March 2025 pursuant to shareholder approval granted on [●] 2025

The Plan is a discretionary benefit offered by the James Fisher group for the benefit of its employees. Its main purpose is to increase the interest of the employees in James Fisher's long term business goals and performance through share ownership. The Plan is an incentive for the employees' future performance and commitment to the goals of the James Fisher group.

Shares purchased under the Plan and gains achieved by exercising options granted under the Plan are not part of salary for any purpose (except to any extent required by statute).

The board of James Fisher shall have the right to decide, in its sole discretion, whether or not options will be offered under the Plan.

Participating in the Plan is an investment opportunity distinct from any employment contract. Participation in the Plan entails the risk associated with an investment. An individual who participates in the Plan is treated as being aware of such risks and accepts such risks of his own free will.

The detailed rules for the Plan are set out in this document.

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# DEFINITIONS AND INTERPRETATION

* 1. In this Plan, unless the context otherwise requires:

**"Associated Company"** means an associated company of the Company as described in paragraph 47 of Schedule 3 except for the purpose of Rules 10.2(d) *(Leavers: transfer out of the group)* and 10.6 *(Meaning of ceasing employment)* when that expression shall have the meaning described in paragraph 35 of Schedule 3;

**"Board"** means the board of directors of the Company or a duly authorised committee of the Board or a duly authorised person;

**"Bonus Date"** means the date on which repayment under the relevant Savings Contract is due (once the maximum number of monthly Contributions have been made) and from which date an Option is normally exercisable;

**"the Company"** means James Fisher and Sons plc (registered in England and Wales with registered number 00211475);

**"Contribution"** means a contribution under a Savings Contract;

**"Control"** means control within the meaning of section 995 of the Income Tax Act 2007;

**"dealing day"** means a dealing day of either the London Stock Exchange or any other securities exchange on which Shares are quoted and from which the Option Price is determined;

**"Eligible Employee"** means a person who satisfies the conditions described in Rule 2.1 *(General rule on eligibility);*

**"Grant Date"** means the date on which an Option is granted;

**"HMRC"** means HM Revenue and Customs;

**"Invitation"** means an invitation to apply for an Option as described in Rule 3 *(Invitations)*;

**"ITEPA"** means the Income Tax (Earnings and Pensions) Act 2003;

**"Listing Rules"** means the Listing Rules published by the Financial Conduct Authority;

**"London Stock Exchange"** means London Stock Exchange plc or any successor to that company;

**"Market Value"** on any day means:

* + 1. if Shares are quoted in the London Stock Exchange Daily Official List:
       1. the middle-market quotation of Shares (as derived from that list) for that day;
       2. if the Board decides, the average of the middle-market quotations of Shares (as derived from that list) over the three dealing days ending on that day; or
       3. the middle-market quotation of the Shares (as derived from that list) on such other dealing day or days as may be agreed in advance with HMRC;
    2. if paragraph (a) above does not apply, the market value (within the meaning of Part VIII of the Taxation of Chargeable Gains Act 1992) of a Share as agreed in advance for the purposes of the Plan with HMRC Shares and Assets Valuation;

**"Option"** means a right to acquire Shares granted under the Plan;

**"Option Price"** means the price at which Shares may be acquired on the exercise of an option as determined under Rule 6 *(Option Price);*

**"Participant"** means a person who holds an Option including his personal representatives;

**"Participating Company"** means:

* + 1. the Company; and
    2. any Subsidiary designated by the Board;

**"Plan"** means the James Fisher and Sons plc Sharesave Plan as amended from time to time;

**"Related Company"** means a company which is not under the Control of a single person, but is under the Control of two persons, one of them being the Company (such companies also being "jointly owned" companies for the purposes of the requirements of paragraph 46 of Schedule 3);

**"Restriction"** means any contract, agreement, arrangement or condition which makes provision to which any of subsections (2) to (4) of section 423 of ITEPA *(Restricted securities*)would apply if the references in those subsections to the employment-related securities were to Shares and the 'restriction' in that provision;

**"Rule"** means a rule of the Plan;

**"Savings Contract"** means an agreement under a certified SAYE savings arrangement, within the meaning of paragraph 48(1) of Schedule 3, which has been approved by HMRC for the purposes of Schedule 3;

**"Schedule 3"** means Schedule 3 to ITEPA;

**"Shares"** means fully paid ordinary shares in the capital of the Company which satisfy the requirements of paragraphs 18 to 20 and paragraph 22 of Schedule 3, unless Rule 11.5 *(Exercise following disqualifying event)* applies;

**"Subsidiary"** means a body corporate which is a subsidiary (within the meaning of section 1159 of the Companies Act 2006) of the Company and of which the Company has Control;

**"TUPE"** means the Transfer of Undertakings (Protection of Employment) Regulations 2006;

**"US Taxpayer"** means a Participant who is or becomes subject to taxation under the US Internal Revenue Code of 1986, as amended; and

**"US Tax Year"** means a calendar year or, if it would result in the period under Rule ‎9.8 being longer, the twelve month period in respect of which the Participant's employing company is obliged to pay tax.

* 1. Expressions not defined in this Plan have the same meanings as they have in Schedule 3, and interpretive provisions in Schedule 3 and any guidance issued by HMRC shall apply in interpreting this Plan except where the Plan expressly provides otherwise.
  2. Any reference in the Plan to any enactment includes a reference to that enactment as from time to time modified, extended or re-enacted.
  3. Expressions in italics, headings and any footnotes are for guidance only and do not form part of the Plan.
  4. Where the context admits, a reference to the singular includes the plural and a reference to one gender includes any other gender.

# ELIGIBILITY

* 1. **General rule on eligibility**

An individual is eligible to be invited to apply for an Option only if:

* + 1. he is either an employee (but not a director) of a Participating Company or a director of a Participating Company who is required to work for the company for at least 25 hours a week (excluding meal breaks);
    2. he either satisfies the conditions in Rule 2.2 *(Individuals eligible)* or is nominated by the Board for this purpose.
  1. **Individuals eligible**

The conditions referred to in Rule 2.1(b) are that:

* + 1. the individual shall have a qualifying period of continuous service (if any) with the Company or any Subsidiary from time to time as the Board may decide, such period not to exceed five years before the Grant Date; and
    2. the individual's earnings from the office or employment referred to in Rule 2.1(a) are (or would be if there were any) general earnings to which section 15 ITEPA *(UK resident employees)* applies.

# INVITATIONS

* 1. **Issuing Invitations**

The Board shall decide if and when Invitations will be issued. If the Board decides to issue Invitations then it must issue an Invitation to each Eligible Employee.

* 1. **Timing of Invitations**

Invitations may be issued at any time but before the Board decides when to issue Invitations it must have regard both to when the Option Price may be determined under Rule 6.1 *(Option Price - timing of determination)* and any regulatory restrictions on both the issuing of such Invitations and any subsequent grant of Options.

* 1. **Content of Invitations**

Each Invitation will specify:

* + 1. the date by which an application for an Option must be received (being not less than 14 days after the date of the Invitation);
    2. the Option Price (or how the Option Price will be determined);
    3. any choice of Saving Contracts (in terms of the number of monthly contributions payable);
    4. the minimum monthly Contribution which must not be less than £5 (or as otherwise stated in the relevant Savings Contract) nor more than £10;
    5. the maximum monthly Contribution, which must be not more than £500 or as otherwise specified in paragraph 25 of Schedule 3; and
    6. if any bonus payable under a Savings Contract shall not be taken into account in determining the number of Shares made subject to an Option, then that fact.

# APPLICATIONS

* 1. **Form of application**

An application for an Option shall be accompanied by an application for a Savings Contract in which the Eligible Employee must state:

* + 1. the Contribution he proposes to make;
    2. that his proposed Contribution, when added to any other Contribution he makes under any other Savings Contract, will not exceed the maximum permitted under Schedule 3; and
    3. if he has a choice of Savings Contract, the Savings Contract chosen.
  1. **Number of Shares under Option**

An application for an Option shall be for an Option to acquire the largest whole number of Shares which could be acquired at the Option Price with an amount equal to the expected Contributions plus any bonus payable under the relevant Savings Contract on the Bonus Date unless it was specified in the Invitation that the bonus would not be included for this purpose.

* 1. **Effect of limits**

If there are applications for Options over more Shares than permitted under Rule 8 (*Limits*) then each application for an Option and a related Savings Contract shall be deemed to have been amended or withdrawn under Rule 5 (*Scaling back*).

If an Eligible Employee specifies in his application for a Savings Contract a proposed Contribution which, when added to any other Contribution he makes under any other Savings Contract, would exceed the maximum permitted in the related Invitation then the Board is authorised to reduce the proposed Contribution to the maximum amount permitted.

# SCALING BACK

If valid applications for Options are received for a total number of Shares which exceeds any maximum number permitted by the Board or permitted by the limit in Rule 8 *(Limits)* then the Board shall scale back the applications using one or more of the following methods:

1. by treating the expected repayment under a Savings Contract as not including a bonus;
2. by reducing the proposed Contributions by the same proportion provided that the reduced amount shall not be less than the minimum amount permitted under the relevant Savings Contract;
3. by reducing the maximum monthly Contribution specified in the relevant Invitation successively by £1, £2, £3 and so on to an amount not less than the minimum amount specified in the relevant Invitation; or
4. by deeming each choice of a Savings Contract of a five year term as one of a three year term.

If scaling back under the preceding provisions of this Rule does not make available sufficient Shares to allow all Eligible Employees who have made valid applications to be granted Options the Board may either select applications by lot or decide not to accept any applications on that occasion.

# OPTION PRICE

* 1. **Option Price** - **timing of determination**

The Option Price may only be determined by reference to dealing days falling:

* + 1. within the period of 6 weeks starting on:
       1. the day on which the Plan is approved by the shareholders of the Company;
       2. the dealing day after the day on which the Company announces its results for any period;
       3. any day on which a new Savings Contract prospectus is announced or comes into force;
       4. the day on which a change to the legislation affecting Schedule 3 Savings Contracts is proposed or takes effect; or
       5. the day on which revised bonus rates come into effect in relation to Savings Contracts under the HMRC SAYE bonus rate mechanism; or
    2. at any other time when the circumstances are considered by the Board to be sufficiently exceptional to justify the issuing of Invitations.
  1. **Option Price** - **method of determination**

The Board will determine the Option Price which must be:

* + 1. not manifestly less than 80 per cent (or such other percentage as may be specified in paragraph 28(1) of Schedule 3) of the Market Value of a Share on either:
       1. the day immediately preceding the date on which Invitations are sent to Eligible Employees; or
       2. the date specified in the Invitation (such date to be no earlier than the day immediately preceding the date on which Invitations are sent to Eligible Employees and no later than the Grant Date); and
    2. in the case of an Option to acquire Shares only by subscription, not less than the nominal value of those Shares.

For the purpose of this Rule 6.2, if Shares are subject to any Restriction, the Market Value is to be determined as if they were not subject to that Restriction.

# GRANT OF OPTIONS

* 1. **Grant procedure**

Subject to Rule 5 *(Scaling back)* and Rule 7.5 *(Approvals and consents),* the Board may grant an Option to every individual who:

* + 1. has submitted a valid application for an Option; and
    2. is an Eligible Employee on the Grant Date.
  1. **Restrictions on timing of grant of Options**

Options must be granted within 30 days (or 42 days if applications are scaled back) after the first day by reference to which the Option Price is set under Rule 6.2.

* 1. **Method of satisfying options**

Unless specified to the contrary by the Board at the time of grant of an Option, an Option may be satisfied:

* + 1. by the issue of new Shares; and/or
    2. by the transfer of treasury Shares; and/or
    3. by the transfer of Shares other than the transfer of treasury Shares.

The Board may decide to change the way in which it is intended that an Option may be satisfied after it has been granted, having regard to the provisions of Rule 8 *(Limits).*

* 1. **Non-transferability and bankruptcy**

An Option granted to any person:

* + 1. shall not be transferred, assigned, charged or otherwise disposed of (except on his death to his personal representatives) and shall lapse immediately on any attempt to do so; and
    2. shall lapse immediately if he is declared bankrupt.
  1. **Approvals and consents**

The grant of any Option shall be subject to obtaining any approval or consent required under the Listing Rules, any relevant share dealing code of the Company, the City Code on Takeovers and Mergers, or any other relevant UK or overseas regulation or enactment.

* 1. **Option certificate**

Each Participant shall receive an Option certificate as soon as practicable after the grant of an Option to him which shall state:

* + 1. the Option Price of the Option; and
    2. whether or not the Shares which may be acquired by the exercise of the Option may be subject to any Restriction and, if so, the details of that Restriction.

# LIMITS

* 1. **10 per cent in 10 years limit**

An Option shall not be granted in any calendar year if, at the time of its proposed Grant Date, it would cause the number of Shares allocated (as defined in Rule 8.2) in the period of 10 calendar years ending with that year under the Plan and under any other employee share plan adopted by the Company to exceed such number as represents 10 per cent of the ordinary share capital of the Company in issue at that time.

* 1. **Meaning of "allocated"**

For the purpose of Rule 8.1:

* + 1. Shares are allocated:
       1. when an option, award or other contractual right to acquire unissued Shares or treasury Shares is granted;
       2. where Shares are issued or treasury Shares are transferred otherwise than pursuant to an option, award or other contractual right to acquire Shares, when those Shares are issued or treasury Shares transferred; and
    2. any Shares which have been issued or which may be issued (or any Shares transferred out of treasury or which may be transferred out of treasury) to any trustees to satisfy the exercise of any option, award or other contractual right shall be treated as "allocated" unless they are already treated as allocated under this Rule.
  1. **Post-grant events affecting numbers of "allocated" Shares**

For the purposes of Rule 8.2:

* + 1. where:
       1. any option, award or other contractual right to acquire unissued Shares or treasury Shares is released or lapses (whether in whole or in part); or
       2. after the grant of an option, award or other contractual right the Board determines that:

(aa) it shall be satisfied by the payment of cash equal to the gain made on its vesting or exercise; or

(bb) it shall be satisfied by the transfer of existing Shares (other than Shares transferred out of treasury)

the unissued Shares or treasury Shares which consequently cease to be subject to the option, award or other contractual right shall not count as "allocated"; and

;

* + 1. the number of Shares allocated in respect of an option, award or other contractual right shall be such number as the Board shall reasonably determine from time to time.
  1. **Changes to investor guidelines**

Treasury Shares shall cease to count as "allocated" for the purpose of Rule 8.1 if institutional investor guidelines cease to require such Shares to be so counted.

* 1. **Board Limit**

The Board may impose a limit on the number of Shares over which Options may be granted on any particular occasion.

# EXERCISE OF OPTIONS

* 1. **Normal period for exercise**

An Option may only be exercised during the period beginning with the Bonus Date and ending 6 months after the Bonus Date except where Rule 9.8 *(Exercise by US Taxpayers)*, Rule 10 *(Leavers and deceased participants)* or Rule 11 *(Takeovers and other corporate events)* applies.

* 1. **Long stop date for exercise**

Unless Rule 10.1 *(Deceased Participants)* applies, an Option shall not be capable of exercise later than 6 months after the Bonus Date and, if not exercised, it shall lapse at the end of that period.

* 1. **No exercise on early cessation of savings**

Regardless of any other rule of this Plan, where, before an Option has become capable of exercise, the Participant:

* + 1. gives notice that he intends to stop paying Contributions under the related Savings Contract;
    2. is deemed under the terms of the Savings Contract to have given such notice *(for example, for missing more than 12 monthly Contributions);* or
    3. makes an application for repayment of the Contributions paid under it the Option shall not become exercisable and shall immediately lapse.
  1. **Limitation on exercise**

The amount paid for Shares on the exercise of an Option shall not exceed the amount of the Contributions made under the related Savings Contract before the date of exercise together with any interest or bonus paid under that Savings Contract.

* 1. **Option only exercisable once**

An Option shall not be capable of being exercised more than once.

* 1. **Method of exercise**

The exercise of any Option shall be effected in the form and manner prescribed by the Board. Any notice of exercise shall take effect only when the Company receives it together with payment of the relevant aggregate Option Price.

* 1. **Restriction on use of unissued Shares or treasury Shares**

No Shares may be issued or treasury Shares transferred to satisfy the exercise of any Option to the extent that such issue or transfer would cause the number of Shares allocated (as defined in Rule 8.2 *(Meaning of "allocated")* and adjusted under Rule 8.3 *(Post-grant events affecting numbers of "allocated" Shares))* to exceed the limit in Rule 8.1 *(10 per cent in 10 years limit)* except where there is a variation in the share capital of the Company which results in the number of Shares so allocated exceeding such limits solely by virtue of that variation.

* 1. **Exercise by US Taxpayers**

If an Option with an Option Price that is less than the Market Value of a Share subject to the Option on the Grant Date is held by a US Taxpayer, such Option must be exercised, if at all, under any Rule of the Plan not later than two business days before the 15th day of the third month following the end of the US Tax Year in which the Option first becomes exercisable (or, if earlier, the last date of the relevant exercise period for such Option, or such earlier date as is provided under the Plan and Option). The Board may determine an earlier date by which the Option must be exercised, if at all, in order to provide for the issuance or transfer of the Shares within the time set forth in Rule 9.9.

Where an Option is subject to the provisions of this Rule 9.8, an Option granted to a Participant shall lapse upon the expiry of the period for exercise provided for in this Rule 9.8,

* 1. **Allotment and transfer timetable**

Within 30 days after an Option has been exercised by a Participant, the Board shall allot to him (or a nominee authorised for him) or, if appropriate, procure the transfer to him (or a nominee authorised for him) of the number of Shares in respect of which the Option has been exercised, provided that the Board considers that the issue or transfer of those Shares would be lawful in all relevant jurisdictions.

Shares to be issued or transferred to or for the benefit of a US Taxpayer in connection with the exercise of an Option shall be issued or transferred, if at all, not later than the 15th day of the third month following the end of the US Tax Year in which the Option first becomes exercisable under any Rule (or such earlier date as is provided under the Plan and Option).

* 1. **Share rights**

All Shares allotted under the Plan shall rank equally in all respects with Shares then in issue except for any rights attaching to such Shares by reference to a record date before the date of the allotment.

Where Shares are transferred under the Plan, Participants will be entitled to any rights attaching to such Shares by reference to a record date on or after the date of such transfer.

# LEAVERS AND DECEASED PARTICIPANTS

* 1. **Deceased Participants**

If a Participant dies:

* + 1. before the Bonus Date then his Option may be exercised by his personal representatives during the period of 12 months after his death and, if not exercised, it shall lapse at the end of that period; or
    2. on or within 6 months after the Bonus Date then his Option may be exercised by his personal representatives during the period of 12 months after the Bonus Date and, if not exercised, it shall lapse at the end of that period.
  1. **Injury, disability, redundancy, retirement and transfer out of the group**

If a Participant ceases to be a director or employee of a Participating Company by reason of:

* + 1. injury, disability or redundancy (within the meaning of the Employment Rights Act 1996);
    2. retirement;
    3. a relevant transfer within the meaning of TUPE;
    4. the Participant's office or employment being with a company which ceases to be an Associated Company of the Company by reason of a change of control (as determined in accordance with sections 450 and 451 of the Corporation Tax Act 2010) of that company; or
    5. the business or part of a business in which he works being transferred to a person who is not an Associated Company nor a Related Company where the transfer is not a relevant transfer within the meaning of TUPE

he may, subject to Rule 9.2 *(Long stop date for exercise),* exercise his Option during the period of 6 months after such cessation and, if not exercised it shall, subject to Rule 10.1 *(Deceased Participants),* lapse at the end of that period.

* 1. **Cessation of employment in other circumstances on or before third anniversary**

If a Participant ceases to be a director or employee of a Participating Company on or before the third anniversary of the Grant Date for a reason other than one of those specified in Rule 10.1 *(Deceased Participants)* or Rule 10.2 *(Injury, disability, redundancy, retirement and transfer out of the group)* then his Option shall lapse on such cessation.

* 1. **Cessation of employment after third anniversary**

If a Participant ceases to be a director or employee of a Participating Company after the third anniversary of the Grant Date for any reason (other than dismissal for misconduct) he may, subject to Rule 9.2 *(Long stop date for exercise),* exercise his Option during the period of 6 months following such cessation and if not exercised it shall, subject to Rule 10.1 *(Deceased Participants),* lapse at the end of that period.

* 1. **Employment by Associated Company**

If, on the Bonus Date, a Participant holds an office or employment with a company which is not a Participating Company but which is an Associated Company or a company of which the Company has Control, he may exercise his Option on and within 6 months after the Bonus Date and if not exercised it shall, subject to Rule 10.1 *(Deceased Participants),* lapse at the end of that period.

* 1. **Meaning of ceasing employment**

A Participant shall not be treated for the purposes of Rule 10 *(Leavers and Deceased Participants)* as ceasing to be a director or employee of a Participating Company until he ceases to be a director or employee of the Company, any Associated Company and any company under the Control of the Company and any Related Company.

The reason for the termination of office or employment of a Participant shall be determined by reference to Rules 10.1 to 10.4 regardless of whether such termination was lawful or unlawful.

# TAKEOVERS AND OTHER CORPORATE EVENTS

* 1. **General offers**

In the event that any person (or any group of persons acting in concert) makes a general offer to acquire either:

* + 1. all the shares in the Company which are of the same class as the shares in question under the Plan which it (or any person connected with it) does not already own; or
    2. the whole of the issued ordinary share capital of the Company which it (or any person connected with it) does not already own which is made on a condition such that if it is satisfied the acquiring company will have Control of the Company

and, as a result of such offer, that person (and any others acting in concert) obtains Control of the Company and any condition subject to which the offer was made has been satisfied (the **"Relevant Event"**)then, subject to Rule 9.2 *(Long Stop date for exercise),* Rule 10 *(Leavers and deceased Participants),* Rule 11.5 *(Exercise following disqualifying event)* and Rule 11.9 *(Internal reorganisations),* any Option may be exercised within the period of one month (or such longer period not exceeding 6 months as the Board may permit) following the date of the Relevant Event. To the extent that the Option is not exercised within that period it shall, regardless of any other provision of the Plan except Rule 10.1 *(Deceased Participants),* lapse at the end of that period.

For the purposes of this Rule 11.1 "connected" has the meaning within section 993 of the Income Tax Act 2007.

* 1. **Compulsory acquisition**

In the event that any person becomes bound or entitled to acquire shares in the Company under sections 979 to 982 or 983 to 985 of the Companies Act 2006 (the **"Relevant Event")** any Option may, subject to Rule 9.2 *(Long stop date for exercise),* Rule 10 *(Leavers and deceased participants),* Rule 11.5 *(Exercise following disqualifying event)* and Rule 11.9 *(Internal reorganisations),* be exercised at any time when that person remains so bound or entitled, but to the extent that it is not exercised within that period it shall, regardless of any other provision of the Plan except Rule 10.1 *(Deceased Participants),* lapse at the end of that period.

* 1. **Scheme of arrangement or non-UK arrangement**

In the event that:

* + 1. under section 899 or section 901F of the Companies Act 2006 a court sanctions a compromise or arrangement; or
    2. a non-UK company reorganisation arrangement (as defined in paragraph 47A of Schedule 3) becomes binding on the shareholders covered by it

(the **"Relevant Event"**)

and it is applicable to or affecting:

* + - 1. all the ordinary share capital of the Company or all the shares of the same class as the shares to which the Option relates; or
      2. all the shares, or all the shares of that same class, which are held by a class of shareholders identified otherwise than by reference to their employment or directorships or their participation in a plan which meets the requirements of Schedule 3

an Option may, subject to Rule 9.2 *(Long stop date for exercise ),* Rule 10 *(Leavers and deceased participants),* Rule 11.5 *(Exercise following disqualifying event)* and Rule 11.9 *(Internal reorganisations),* be exercised within six months of such Relevant Event, but to the extent that it is not exercised within that period it shall, regardless of any other provision of the Plan except Rule 10.1 *(Deceased Participants),* lapse at the end of that period.

* 1. **Conditional exercise**

Where a Relevant Event under any of Rule 11.1 (*General Offers),* Rule 11.2 (*Compulsory Acquisition)* or Rule 11.3 *(Scheme of arrangement or non-UK arrangement)* is anticipated the Board may, subject to Rule 9.2 *(Long stop date for exercise)* and Rule 10 *(Leavers and deceased Participants),* notify Participants that any Option may be exercised in anticipation of such event in the period of 20 days ending with the date of the Relevant Event and shall be treated as if it had been exercised in accordance with the relevant Rule.

If the anticipated Relevant Event does not occur within a period of 20 days beginning with the date of exercise of any Option under this Rule 11.4 then any such exercise shall be treated as having had no effect.

* 1. **Exercise following disqualifying event**

If as a consequence of a person obtaining Control of the Company in any of the circumstances in Rule 11.1 *(General Offers)* (ignoring whether any condition subject to which an offer was made has been satisfied), Rule 11.2 *(Compulsory Acquisition)* or Rule 11.3 *(Scheme of arrangement or non-UK arrangement)* the Shares no longer meet the requirements of Part 4 of Schedule 3, any Option may be exercised in accordance with the relevant Rule no later than 20 days after the day on which the person obtains Control of the Company notwithstanding that the Shares no longer meet such requirements, but to the extent that it is not exercised within that period it shall (regardless of any other provision of the Plan except Rule 10.1 *(Deceased Participants))* lapse at the end of that period.

This Rule 11.5 shall not authorise the exercise of any Option at a time outside the relevant period of exercise within any of Rule 11.1 *(General Offers),* Rule 11.2 *(Compulsory Acquisition)* or Rule 11.3 *(Scheme of arrangement or non-UK arrangement).*

* 1. **Voluntary winding up**

In the event that the Company passes a resolution for voluntary winding up the Board shall, as soon as practicable, notify every Participant of that event and, subject to Rule 9.2 *(Long stop date for exercise),* Rule 10 *(Leavers and deceased participants),* Rule 11.5 *(Exercise following disqualifying event)* and Rule 11.9 *(Internal reorganisations),* any Option may be exercised within six months after the passing of the resolution for the winding up, but to the extent that it is not exercised within that period an Option shall, regardless of any other provision of the Plan, lapse at the end of that period.

* 1. **Option rollover: general provisions**

If any company **("the acquiring company"):**

* + 1. obtains Control of the Company as a result of making a general offer to acquire:
       1. the whole of the issued ordinary share capital of the Company (other than that which is already owned by it or any person connected with it) which is made on a condition such that if it is satisfied the acquiring company will have Control of the Company; or
       2. all the shares in the Company which are of the same class as those subject to the Plan (other than those already owned by it or any person connected with it); or
    2. obtains Control of the Company as a result of a compromise or arrangement sanctioned by the court under section 899 or section 901F of the Companies Act 2006 or as a result of a non-UK company reorganisation arrangement (as defined in paragraph 47A of Schedule 3) which has become binding on the shareholders covered by it; or
    3. becomes bound or entitled to acquire shares in the Company under sections 979 to 982 or 983 to 985 of the Companies Act 2006

any Participant may, at any time within the relevant period specified under paragraph 38(3) of Schedule 3, by agreement with the acquiring company, release any Option **("the Old Option")** in consideration of the grant to him of an option **("the New Option")** which, for the purposes of paragraph 39 of Schedule 3, is equivalent to the Old Option but relates to shares in a different company (whether the acquiring company itself or some other company falling within paragraph 18(b) or (c) of Schedule 3).

For the purposes of this Rule 11.7:

* + - 1. **"connected"** has the meaning within section 993 of the Income Tax Act 2007; and
      2. when determining if a New Option is equivalent to an Old Option, the market value of any share is to be determined using a methodology agreed by HMRC.
  1. **Option rollover: interpretation of Rules**

Where a New Option is granted under Rule 11.7 *(Option rollover: general provisions)* the following terms of the Plan shall, in relation to the New Option, be construed as if:

* + 1. except for the purposes of the definitions of "Participating Company" and "Subsidiary" in Rules 1.1 *(Definitions),* the expression "the Company" were defined as "a company whose shares may be acquired by the exercise of options granted under the Plan";
    2. the Savings Contract made in connection with the Old Option had been made in connection with the New Option;
    3. the Bonus Date in relation to the New Option were the same as that in relation to the Old Option; and
    4. Rule 14.2 *(Shareholder approval)* were omitted except where a New Option is granted pursuant to Rule 11.7 as a result of the operation of Rule 11.9 *(Internal reorganisations).*
  1. **Internal reorganisations**

In the event that:

* + 1. an offer (as referred to in Rule 11.1 *(General offers))* is made or a compromise or arrangement or a non-UK company reorganisation arrangement (as referred to in Rule 11.3 *(Scheme of arrangement or non-UK arrangement))* is proposed which is expected to result in the Company becoming controlled by a new company (the **"New Company"**);and
    2. at least 75 per cent of the shares in the New Company are expected to be held by substantially the same persons who immediately before the offer or proposal was made were shareholders in the Company; and
    3. an offer will be made to Participants by the New Company for the release of Options for New Options pursuant to Rule 11.7 (*Option roll-over: general provisions)*

then an Option shall not become exercisable under Rule 11.1 *(General Offers)* or Rule 11.3 *(Scheme of arrangement or non-UK arrangement)* and, if the Option is not released pursuant to Rule 11.7 (*Option rollover: general provisions),* it shall lapse, subject to Rule 10.1 *(Deceased Participants),* at the end of the relevant period specified under paragraph 38(3) of Schedule 3.

# ADJUSTMENT OF OPTIONS

* 1. **General rule**

Subject to Rule 12.3 (*Effect of adjustment*), in the event of any variation of the share capital of the Company, the Board may make such adjustments so far as necessary under Rule 12.2 *(Method of adjustment).*

* 1. **Method of adjustment**

An adjustment made under this Rule shall be to one or more of the following:

* + 1. the number of Shares in respect of which any Option may be exercised;
    2. the description of the Shares which may be acquired by the exercise of any Option; and
    3. subject to Rule 12.4 *(Adjustment below nominal value),* the Option Price.
  1. **Effect of adjustment**

An adjustment under Rule 12.2 must meet the following requirements:

* + 1. the total Market Value of Shares subject to the Option must be substantially the same immediately after the variation of share capital as immediately before the variation of share capital; and
    2. the total amount payable on the exercise of any Option immediately after the variation of share capital must be substantially the same as immediately before the variation of share capital.

For the purpose of this Rule 12.3, if Shares are subject to any Restriction, the Market Value is to be determined as if they were not subject to that Restriction.

* 1. **Adjustment below nominal value**

An adjustment under Rule 12.2 *(Method of adjustment)* may have the effect of reducing the Option Price of those Options to be satisfied by the subscription of Shares to less than the nominal value of a Share, but only if and to the extent that the Board is authorised:

* + 1. to capitalise from the reserves of the Company a sum equal to the amount by which the nominal value of the Shares in respect of which the Option is exercised exceeds the Option Price; and
    2. to apply that sum in paying up that amount on such Shares;

so that on the exercise of any Option in respect of which such a reduction shall have been made the Board shall capitalise that sum (if any) and apply it in paying up that amount.

* 1. **Notification to HMRC**

Any adjustment to an Option pursuant to this Rule 12 shall be notified to HM Revenue and Customs in accordance with Paragraph 40B(6) of Schedule 3 to ITEPA.

# VESTED SHARE ACCOUNTS

Legal title to any Shares which are due to be issued or transferred to the Participant pursuant to the Plan may be issued or transferred to a person (the "**Vested Share Account Provider**") appointed by the Company from time to time to hold legal title to such Shares on behalf of the Participant.

The Vested Share Account Provider shall receive and hold Shares on behalf of the Participant in accordance with such terms and conditions as are agreed by the Company from time to time, and by participating in the Plan the Participant irrevocably agrees to those terms and conditions (which shall be available to the Participant on request to the Company).

The issuance or transfer of any Shares to the Vested Share Account Provider shall satisfy any obligation of the Company under the Plan to issue or transfer Shares to the Participant (and references in the Plan to Shares (or legal title thereof) having been issued or transferred to the Participant shall be read accordingly).

# ALTERATIONS AND TERMINATION

* 1. **General rule**

Except as described in Rule 14.2 *(Shareholder approval)* and Rule 14.4 *(Alterations to disadvantage of Participants),* the Board may at any time alter the Plan.

* 1. **Shareholder approval**

Except as described in Rule 14.3 *(Exceptions to shareholder approval),* no alteration to the advantage of an individual to whom an Option has been or may be granted shall be made under Rule 14.1 (*General rule on alterations)* to the provisions concerning:

* + 1. eligibility;
    2. the individual limits on participation;
    3. the overall limits on the issue of Shares or the transfer of treasury Shares under the Plan;
    4. the basis for determining a Participant's entitlement to, and the terms of, Shares provided under the Plan;
    5. the adjustments that may be made in the event of a rights issue or any other variation of capital; and
    6. the terms of this Rule 14.2

without the prior approval by ordinary resolution of the members of the Company in general meeting.

* 1. **Exceptions to shareholder approval**

Rule 14.2 *(Shareholder approval)* shall not apply to any minor alteration to benefit the administration of the Plan, to take account of a change in legislation or to obtain or maintain favourable tax, exchange control or regulatory treatment for Participants, the Company, any company of which the Company has Control or any Associated Company or any Related Company.

* 1. **Alterations to disadvantage of Participants**

Subject to Rule 14.5 *(Exceptions to Participant approval),* no alteration to the material disadvantage of any Participant shall be made under Rule 14.1 unless:

* + 1. the Board shall have invited every relevant Participant to indicate whether or not he approves the alteration; and
    2. the alteration is approved by a majority of those Participants who have given such an indication.
  1. **Exceptions to Participant approval**

Rule 14.4 (*Alterations to disadvantage of Participants*) shall not apply to any alteration which is required in accordance with paragraph 40I(2)(b) of Schedule 3 or which is otherwise required in order that the Plan complies with the requirements of Schedule 3.

* 1. **Termination**

The Plan may be terminated by resolution of the Board or by ordinary resolution of the shareholders in a general meeting. Such termination will be without prejudice to the subsisting rights of Participants.

# DATA PROTECTION

* 1. **Processing of Participants' personal data**

From time to time the personal data of the Participants will be collected, used, stored, transferred and otherwise processed for the purposes described in Rule 15.2 and 15.3. The legal grounds for this processing will (depending on the nature and purpose of any specific instance of processing) be one of: (i) such processing being necessary for the purposes of the legitimate interests of any Participating Company, any company of which the Company has control, any Related Company or any Associated Company in incentivising their officers and employees and operating the Plan; (ii) such processing being necessary for the purposes of any relevant data controller in respect of such personal data complying with its legal obligations; and (iii) such processing being necessary for the performance of the contractual obligations arising under the Plan. The collection and processing of such personal data for such purposes is a contractual requirement of participation in the Plan.

* 1. **Purposes of processing Participants' personal data**

The purposes for which personal data shall be processed as referred to in this Rule 15.2 shall be in order to allow any Participating Company, any company of which the Company has control, any Related Company and any Associated Company to incentivise their officers and employees and to operate the Plan and to fulfil its or their obligations to the Participants under the Plan, and for other purposes relating to or which may become related to the Participants' office or employment, the operation of the Plan or the business of each Participating Company, each company of which the Company has control, each Related Company and each Associated Company or to comply with legal obligations. Such processing will principally be for, but will not be limited to, personnel, administrative, financial, regulatory or payroll purposes as well as for the purposes of introducing and administering the Plan.

* 1. **Persons whom personal data may be disclosed, transferred to and/or processed by**

The personal data to be processed as referred to in this Rule 15 may be disclosed or transferred to, and/or processed by:

* + 1. any professional advisors of a Participating Company, each company of which the Company has control, each Related Company and each Associated Company, HM Revenue & Customs or any other revenue, regulatory or governmental authorities;
    2. a trustee of any employee benefit trust;
    3. any registrars, brokers, other third party administrator appointed in connection with any employee share or incentive plans operated by any Participating Company, any company of which the Company has control, any Related Company or any Associated Company;
    4. any person appointed (whether by the Participant or the Company) to act as nominee on behalf of (or provide a similar service to) the Participant;
    5. subject to appropriate confidentiality undertakings, any prospective purchasers of, and/or any person who obtains control of or acquires, the Company or the whole or part of the business of the Company or any Subsidiary; or
    6. any Subsidiary of the Company and officers, employees or agents of such company.
  1. **Storage of personal data**

The personal data collected or processed in accordance with this Rule 15 shall be stored in accordance with the terms of the Company's Privacy Notice.

* 1. **Miscellaneous**

Further information in relation to the processing of personal data referred to in this Rule 15, including the details and identity of the data controller and of the Participant's rights to request access to or rectification or erasure or restriction of processing of such personal data and/or to object to such processing (in each case subject to the conditions attached to such rights), as well as details of the right to data portability, are available in the Company's Privacy Notice (or otherwise on request to the Company Secretary).

To the extent that the processing of personal data of a Participant referred to in this Rule 15 is subject to the laws or regulations of any jurisdiction that is not the UK or an EU member state and under which the legal grounds for processing described in Rule 15.1 do not provide a sufficient legal basis under such other laws or regulations for the processing referred to in Rule 15.1 to 15.3, by participating in the Plan such Participant consents to such processing for the purposes of such other laws or regulations (but shall not be deemed to consent to such processing for the purposes of the UK Data Protection Act 2018 or EU Regulation 2016/679).

In this Rule 15, "personal data" and "data controller" each have the meaning given in EU Regulation 2016/679 (or the retained UK version thereof, as appropriate).

# MISCELLANEOUS

* 1. **Employment**

The rights and obligations of any individual under the terms of his office or employment with the Company, any Associated Company, any company of which the Company has Control or a Related Company shall not be affected by his participation in the Plan or any right which he may have to participate in it. An individual who participates in the Plan waives any and all rights to compensation or damages in consequence of the termination of his office or employment for any reason whatsoever insofar as those rights arise or may arise from his ceasing to have rights under or be entitled to exercise any option under the Plan as a result of such termination. Participation in the Plan shall not confer a right to continued employment upon any individual who participates in it. The issuing of an Invitation and the grant of an Option does not imply that any further Invitations or grants of Options will be made nor that a Participant has any right receive such an Invitation or be granted any further Option.

* 1. **Disputes**

In the event of any dispute or disagreement as to the interpretation of the Plan, or as to any question or right arising from or related to the Plan, the decision of the Board shall be final and binding upon all persons.

* 1. **Exercise of powers and discretions**

The exercise of any power or discretion by the Board shall not be open to question by any person and a Participant or former Participant shall have no rights in relation to the exercise of or omission to exercise any such power or discretion.

* 1. **Notices**

Any notice or other communication under or in connection with the Plan may be given by the Company (or its agents) to a Participant or by a Participant to the Company (or its agents) or any other company:

* + 1. by personal delivery or by internal or ordinary post, and in the case of a company delivery shall be to the company secretary at its registered office or to such other address as may from time to time be notified to an individual. In the case of an individual, delivery shall be to his last known address, or, where he is a director or employee of a Participating Company or an Associated Company or a Related Company, either to his last known address or to the address of the place of business at which he performs the whole or substantially the whole of the duties of his office or employment; or
    2. in an electronic communication to their usual business address or such other address for the time being notified for that purpose to the person giving the notice.

Where a notice or document is sent to an Eligible Employee or Participant by ordinary or internal post, it shall be treated as being received 72 hours after it was put into the post properly addressed and, where relevant, stamped. Where a notice or other communication is given by first-class post, it shall be deemed to have been received 48 hours after it was put into the post properly addressed and stamped. A notice or other communication sent by email shall be deemed to have been received immediately. In all other cases, the notice or document shall be treated as received when it is given. A notice or document sent to a company shall only be effective once it is received by that company, unless otherwise agreed by that company. All notices and documents given or sent to a company shall be given or sent at the risk of the sender.

* 1. **Third Parties**

No third party has any right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Plan.

* 1. **Benefits not pensionable**

Benefits provided under the Plan shall not be pensionable.

* 1. **Governing law and jurisdiction**

The Plan and all Options shall be governed by and construed in accordance with the law of England and Wales.

The Courts of England and Wales have exclusive jurisdiction to hear any dispute.