

Rules of the Computacenter 2018 Sharesave Plan

Approved by the shareholders of Computacenter plc on 18 May 2018

Adopted by the board of directors of Computacenter plc on 18 May 2018

Schedule A self-certified to HM Revenue & Customs on [] 2019 under reference []

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Schedule C approved by the shareholders of Computacenter plc on [] 2020

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THE COMPUTACENTER 2018 SHARES SAVE PLAN

1 DEFINITIONS AND INTERPRETATION

1.1 In this Plan, unless otherwise stated, the words and expressions below have the following meanings:

“Adjustment Event”	any capitalisation issue or offer or invitation made by way of rights relating to, or any subdivision, consolidation, reduction or any other variation of, the share capital of the Company, or any demerger, delisting, special dividend or other event which may, in the opinion of the Board, affect the current or future value of Shares in respect of which Options may be adjusted in accordance with rule 11;
“Appropriate Period”	the relevant period referred to in paragraph 38(3) of Schedule 3;
“Approval Date”	the date on which the Plan is approved by shareholders of the Company in general meeting;
“Associated Company”	the meaning given by paragraph 47 of Schedule 3, except for the purpose of rules 6.6.5 and 6.10, when that expression will have the meaning given by paragraph 35(4) of Schedule 3;
“Board”	subject to rule 8.10, the board of the Company or any duly authorised committee of the board;
“Bonus”	any sum payable to a Participant by way of a bonus or interest payment on completion of a Savings Contract;
“Bonus Date”	in respect of any Option, the earliest date on which any Bonus becomes payable under the related Savings Contract or such other date as the Board may determine on or prior to the Grant Date;
“Company”	Computacenter plc registered in England and Wales under number 03110569;
“Constituent Company”	(a) the Company; and (b) any other company which: i) is a Subsidiary of the Company; ii) is under the Control of the Company; and iii) the Board has determined will be a Constituent Company;
“Control”	the meaning given by section 995 of the Income Tax Act 2007 except for the purposes of rule 6.6.5 where that expression will have the meaning given by sections 450 and 451 of the Corporation Tax Act 2010;
“Dealing Day”	any day on which the London Stock Exchange is open for business;

“Dealing Restrictions”	restrictions imposed by the Company’s share dealing code, the Listing Rules, the MAR or any other applicable laws or regulations which impose restrictions on share dealing;
“Eligible Employee”	any employee (including an executive director) of a Constituent Company whom the Board may select from time to time;
“Exercise Price”	subject to any adjustment in accordance with rule 11, the price per Share, as determined by the Board, at which an Eligible Employee may acquire Shares upon the exercise of an Option which will not be manifestly less than 80 per cent (or such other percentage as may be permitted by paragraph 28(1) of Schedule 3 from time to time) of the Market Value of a Share on the Invitation Date or a date specified in the invitation to apply for an Option (such date being no earlier than the date preceding the Invitation Date and no later than the Grant Date) provided that, if the Shares may only be subscribed for, such price will not be less than the nominal value of a Share;
“Grant Date”	the date on which an Option is granted;
“Invitation Date”	the date on which the Board invites applications for Options;
“ITEPA”	the Income Tax (Earnings and Pensions) Act 2003;
“Listing Rules”	the UKLA’s Listing Rules, as amended from time to time;
“London Stock Exchange”	the London Stock Exchange or any successor body;
“MAR”	the EU Market Abuse Regulation 596/2014, as amended from time to time;
“Market Value”	on any day: <ul style="list-style-type: none"> (a) if the Shares are quoted on the Daily Official List of the London Stock Exchange, the middle market quotation (as derived from that List) of a Share on the immediately preceding Dealing Day, or if the Board determines, the average of the middle market quotations as so derived of a Share for such other Dealing Days as the Board may determine; and (b) if the Shares are not quoted on the Daily Official List of the London Stock Exchange, the market value of a Share as determined by the Board;
“Maximum Contribution”	for the purposes of any particular invitation, a Monthly Contribution of such amount as may be determined by the Board on such basis and at such time as it may determine, which may not exceed the local currency equivalent (as determined by the Board) of the lesser of: <ul style="list-style-type: none"> (a) £500 per month or such other maximum amount as may be permitted by paragraph 25(3)(a) of Schedule 3 from time to time; and

	(b) such other maximum Monthly Contribution as may be determined from time to time by the Board;
“Minimum Contribution”	the local currency equivalent (as determined by the Board) of £5 or such other minimum Monthly Contribution as may be determined by the Board on such basis and at such time as it may determine;
“Monthly Contributions”	monthly contributions agreed to be paid by a Participant in the Participant’s local currency under a Savings Contract;
“Non-UK Company Reorganisation Arrangement”	the meaning given by paragraph 47A of Schedule 3;
“Option”	a right to acquire Shares subject to the rules of the Plan;
“Participant”	any person who holds an Option, or after his death, his personal representatives;
“Plan”	the Computacenter 2018 Sharesave Plan, as amended from time to time;
“Plan-Related Employment”	the office or employment by reference to which a Participant is eligible to participate in the Plan;
“Pricing Period”	the period of 42 days beginning on: <ul style="list-style-type: none"> (a) the Approval Date; (b) the first Dealing Day after the day on which the Company makes an announcement of its results for any period; or (c) any day on which the Board resolves that exceptional circumstances exist which justify the issue of invitations, <p>unless the Company is restricted from issuing invitations under the Plan during the periods specified above as a result of any Dealing Restrictions, in which case the relevant period will be 42 days beginning on the Dealing Day after such Dealing Restrictions are lifted;</p>
“Repayment”	in relation to a Savings Contract, the aggregate of the Monthly Contributions which the Participant has made and, subject to rule 2.4.4, any Bonus payable at the Bonus Date, calculated in sterling. When the Participant’s Monthly Contribution has been made in a currency other than sterling, the Repayment will be calculated by applying such exchange rate as the Board may determine;
“Savings Contract”	such savings arrangements as the Board may from time to time determine which the Participant enters into in connection with the grant of the Participant’s Option;
“Schedule 3”	Schedule 3 to ITEPA;
“Share”	a fully paid up, non-redeemable ordinary share in the Company;

“Subsidiary”	the meaning given by section 1159 of the Companies Act 2006;
“Tax Liability”	any tax or social security contributions liability in connection with an Option for which the Participant is liable and for which any Constituent Company or former Constituent Company is obliged to account to any relevant authority;
“Top-Up Payment”	a payment made by the Participant from the Participant’s own funds in order for the Participant to acquire a greater number of Shares on the exercise of the Participant’s Option (not exceeding the total number of Shares over which the Participant’s Option was granted) than the Participant would otherwise do so by application of the Repayment;
“Trustee”	the trustee or trustees for the time being of any employee benefit trust, the beneficiaries of which include Eligible Employees; and
“UKLA”	the United Kingdom Listing Authority or any successor body.

1.2 References in the Plan to:

1.2.1 any statutory provisions are to those provisions as amended or re-enacted from time to time;

1.2.2 the singular include the plural and vice versa; and

1.2.3 the masculine include the feminine and vice versa.

1.3 Headings do not form part of the Plan.

1.4 Terms not otherwise defined in the Plan will have the same meanings as are set out for them in Schedule 3.

2 APPLICATION FOR OPTIONS

2.1 Subject to rules 2.2 and 2.3, the Board may at any time invite Eligible Employees to apply for Options.

2.2 If, at the time that an invitation to apply for Options is issued, the Shares are quoted on the Daily Official List of the London Stock Exchange, the Board will calculate the Exercise Price only by reference to Dealing Days in a Pricing Period.

2.3 The issue of invitations to apply for an Option will be subject to obtaining any approval or consent required by the UKLA (or other relevant authority), any Dealing Restrictions and any other applicable laws or regulations (whether in the UK or overseas).

2.4 Any invitation to apply for Options will be sent in writing or in electronic format to all Eligible Employees and will include details of:

2.4.1 the Exercise Price or the mechanism by which the Exercise Price will be determined;

2.4.2 the Maximum Contribution payable and the maximum Monthly Contribution payable in respect of that invitation;

2.4.3 the Minimum Contribution payable;

2.4.4 whether, for the purpose of determining the number of Shares over which an Option is to be granted, the Repayment under the Savings Contract is to be taken as including any Bonus or not;

2.4.5 whether any Top-Up Payments may be made in accordance with rule 9.3; and

2.4.6 the date by which applications must be received (being not earlier than 14 days after the Invitation Date)

and the Board may determine and will include in the invitations details of the maximum number of Shares over which applications for Options are to be invited.

2.5 Applications for Options must incorporate or be accompanied by an application for a Savings Contract.

2.6 An application for an Option will be in writing or in electronic format and in such form as the Board may determine from time to time, provided that the applicant will be required to state:

2.6.1 the Monthly Contribution (being a multiple of £1 or equivalent single unit of applicable local currency and not less than the Minimum Contribution) which the Participant wishes to make under the Savings Contract to be made in connection with the Option for which an application is made;

2.6.2 that the Participant's proposed Monthly Contribution in respect of that invitation:

2.6.2.1 when taken together with:

2.6.2.1.1 any monthly contribution the Participant makes under any other savings contract whether entered into in connection with the grant of an Option or in connection with the grant of an option under any other equivalent scheme; and

2.6.2.1.2 unless the Board determines otherwise in respect of that invitation, any monthly contribution the Participant would have made prior to the Bonus Date of the Option being applied for under any other savings contract, whether entered into in connection with the grant of an Option or in connection with the grant of an option under any other equivalent scheme, if the Participant had not cancelled or withdrawn from that savings contract; and

will not exceed the Maximum Contribution; and

2.6.2.2 will not exceed the maximum Monthly Contribution for that invitation.

2.7 In the event of excess applications, each application will be modified or withdrawn in accordance with the steps taken by the Board to scale down applications pursuant to rule 3.

2.8 If an Eligible Employee's application for an Option specifies a proposed Monthly Contribution which:

2.8.1 when taken together with:

2.8.1.1 any monthly contribution the Eligible Employee makes under any other savings contract whether entered into in connection with the grant of an Option or in connection with the grant of an option under any other equivalent scheme; and

2.8.1.2 unless the Board determines otherwise in respect of that invitation, any monthly contribution the Participant would have made prior to the Bonus Date of the Option

being applied for under any other savings contract, whether entered into in connection with the grant of an Option or in connection with the grant of an option under any other equivalent scheme, if the Participant had not cancelled or withdrawn from that savings contract,

exceeds the Maximum Contribution; or

2.8.2 exceeds the maximum Monthly Contribution for that invitation

the Board will be authorised to reduce the Eligible Employee's Monthly Contribution for that invitation so as to comply with the Maximum Contribution and/or the maximum Monthly Contribution payable in respect of that invitation.

2.9 Each application will be deemed to be for an Option over the largest whole number of Shares which can be acquired at the Exercise Price with the expected Repayment at the Bonus Date under the Savings Contract entered into in connection with the Option.

3 SCALING DOWN

3.1 If valid applications are received for a total number of Shares in excess of any maximum number of Shares determined by the Board in accordance with rule 2.4 or any limitation under rule 5, the Board will scale down applications in accordance with this rule 3 by taking the following steps until the number of Shares available equals or exceeds such total number of Shares applied for provided always that, in reducing the number of Shares applied for, any adjustments will ensure that an Eligible Employee's Monthly Contribution remains a multiple of £1 or equivalent single unit of applicable local currency:

3.1.1 by excluding the Bonus (if any) from the amount of each Repayment;

3.1.2 by reducing the proposed Monthly Contributions pro rata to the excess over the amount the Board determines for this purpose, provided that this amount is not less than the Minimum Contribution; and/or

3.1.3 so far as necessary, selecting applications by lot, each based on a Monthly Contribution equal to the Minimum Contribution and no Bonus in the Repayment.

3.2 The Board may determine in respect of any invitation to participate in the Plan that it will only scale back all applications to participate in the Plan under which the relevant Participant's proposed Monthly Contribution in respect of that invitation will exceed the local currency equivalent (as determined by the Board) of £100.

3.3 If the number of Shares available is insufficient to enable an Option (based on Monthly Contributions of such amount as the Board may determine) to be granted to each Eligible Employee making a valid application, the Board may, as an alternative to selecting by lot, determine in its discretion that no Options will be granted in respect of that invitation.

3.4 If the Board so determines, the provisions in rule 3.1 may be modified or applied in any manner as it may in its discretion determine.

4 GRANT OF OPTIONS

4.1 Subject to the other provisions of this rule 4, as soon as reasonably practicable after the date referred to in rule 2.4.6, the Board will grant to each Eligible Employee who has submitted a valid application (within any applicable time limit) an Option over the largest whole number of Shares which can be acquired at the Exercise Price with the expected Repayment under that Eligible Employee's Savings Contract at the applicable Bonus Date.

- 4.2 No Option will be granted to any person if at the Grant Date that person has ceased to be an Eligible Employee.
- 4.3 No Eligible Employee will be granted an Option to the extent it would at the proposed Grant Date cause the aggregate amount of his contributions under all Savings Contracts to exceed the Maximum Contribution.
- 4.4 No amount will be paid in respect of the grant of an Option.
- 4.5 The grant of an Option will be subject to obtaining any approval or consent required by the UKLA (or other relevant authority), any Dealing Restrictions and any other applicable laws or regulations (whether in the UK or overseas).
- 4.6 No Option may be granted under the Plan after the tenth anniversary of the Approval Date.

5 PLAN LIMIT

- 5.1 The Board must not grant an Option which would cause the number of Shares allocated under the Plan and under any other employee share plan adopted by the Company to exceed such number as represents ten per cent of the ordinary share capital of the Company in issue.
- 5.2 Subject to rules 5.3 and 5.4, in determining the limit set out in rule 5.1, Shares are treated as allocated, if, on any day, they have been newly issued by the Company or transferred from treasury to satisfy an option, award or other right granted during the period of ten years prior to that day (an “**award**”), or in the case of such an award in respect of which Shares are yet to be delivered, if the Board intends that new Shares will be issued or that Shares from treasury will be transferred and for these purposes the number of Shares allocated includes:
 - 5.2.1 Shares which have been issued or may be issued to any Trustee; and
 - 5.2.2 Shares which have been or may be transferred from treasury to any Trustee, in either case for the Trustee to then transfer to satisfy an award (unless these Shares have already been counted under this rule).
- 5.3 The Board may determine that Shares transferred from treasury will cease to count as allocated for the purposes of rule 5.2 if guidelines published by institutional investor representative bodies no longer require such Shares to be counted.
- 5.4 The number of Shares allocated does not include:
 - 5.4.1 Shares allocated to satisfy awards granted prior to, or within 42 days after, the Company’s admission to trading on the London Stock Exchange;
 - 5.4.2 Shares that were allocated to satisfy awards to the extent that awards have lapsed or been relinquished;
 - 5.4.3 existing Shares (other than treasury Shares) which have been transferred to satisfy awards or which have been allocated to satisfy awards; and
 - 5.4.4 Shares allocated in respect of awards which are then satisfied in cash.
- 5.5 The Board may make such adjustments to the method of assessing the limit set out in rule 5.1 as it considers appropriate in the event of any variation of the Company’s share capital.

6 RIGHTS TO EXERCISE OPTIONS

- 6.1 Subject to rules 6.5 to 6.7 and 8, an Option may not be exercised earlier than the Bonus Date under the relevant Savings Contract.
- 6.2 Subject to rule 6.5, an Option may not be exercised later than six months after the Bonus Date under the relevant Savings Contract, at which time it will lapse.
- 6.3 An Option may be exercised in whole or in part. However, if partial exercise occurs, the unexercised part of the Option will lapse at the date of exercise.
- 6.4 Subject to rules 6.5 to 6.7 and 6.9, a Participant may exercise an Option only while the Participant continues to hold Plan-Related Employment.
- 6.5 The personal representatives of a deceased Participant may exercise his Option within:
- 6.5.1 one year after the date of the Participant's death, if death occurs before the Bonus Date; or
 - 6.5.2 one year after the Bonus Date, if death occurs on or within six months after the Bonus Date, after which time it will lapse.
- 6.6 If a Participant ceases to hold Plan-Related Employment because of:
- 6.6.1 injury or disability;
 - 6.6.2 redundancy within the meaning given by the Employment Rights Act 1996;
 - 6.6.3 retirement;
 - 6.6.4 a relevant transfer within the meaning given by the Transfer of Undertakings (Protection of Employment) Regulations 2006;
 - 6.6.5 the company in which the Participant holds office or by which the Participant is employed ceasing to be an Associated Company of the Company by reason of a change of Control; or
 - 6.6.6 the transfer or sale of the undertaking or part-undertaking in which the Participant holds a Plan-Related Employment to a person who is not an Associated Company of the Company where the transfer is not a relevant transfer within the meaning given by the Transfer of Undertakings (Protection of Employment) Regulations 2006,
- the Participant may, subject to rule 6.2, exercise the Option within six months of the date of such cessation after which time, subject to rule 6.5, it will lapse.
- 6.7 If a Participant ceases to hold Plan-Related Employment after the third anniversary of the Grant Date other than as a result of a reason referred to in rule 6.5 or 6.6 or his dismissal for gross misconduct, the Participant may, subject to rule 6.2, exercise the Option within six months of the date of such cessation after which time, subject to rule 6.5, it will lapse.
- 6.8 If the Participant ceases to hold office or employment with a Constituent Company or an Associated Company of the Company in any circumstances where none of rules 6.5, 6.6 and 6.7 apply, his Option will lapse at that time (regardless of whether such cessation is lawful or unlawful).
- 6.9 If a Participant ceases to be a director or employee of a Constituent Company but on the Bonus Date is an employee or director of an Associated Company of the Company, he may exercise the Option within six months of that date, after which time, subject to rule 6.5, it will lapse.

- 6.10 No person will be treated for the purposes of this rule 6 as ceasing to hold the office or employment by virtue of which that person is eligible to participate in the Plan until he ceases to hold any office or employment with the Company or any company which is an Associated Company of the Company.
- 6.11 A Participant who ceases to hold Plan-Related Employment because of maternity, paternity or parental leave will cease to hold Plan-Related Employment on the date on which the Participant indicates that he does not intend to return to work. If he gives no indication, he will cease Plan-Related Employment on the day after the date on which his statutory right to return to work expires under the applicable legislation, or if later, any other date specified in the terms of his employment if he has not then returned to work.
- 6.12 Notwithstanding any other rule of the Plan, the Option will lapse on the date on which the Participant gives notice or is deemed to give notice under the Savings Contract that he intends to stop paying contributions under the Savings Contract or applies for his savings to be repaid.

7 RESTRICTIONS ON TRANSFER AND BANKRUPTCY

- 7.1 An Option must not be transferred, assigned, charged or otherwise disposed of in any way (except in the event of the Participant's death, to his personal representatives) and will lapse immediately on any attempt to do so.
- 7.2 An Option will lapse immediately if the Participant is declared bankrupt or, if the Participant is outside the UK, any analogous event occurs.

8 TAKEOVER, RECONSTRUCTION AND LIQUIDATION

- 8.1 Where any of the events described in rule 8.2 occur, then subject to rules 8.3, 8.5 and 8.8, any Option may be exercised, subject to rules 6.2, 6.3, 6.4 and 6.5, within a period of six months of the date on which the event occurs, after which time it will lapse.

- 8.2 The events referred to in rule 8.1 are:

General offer

If any person (either alone or together with any person acting in concert with him):

- 8.2.1 obtains Control of the Company as a result of making:

8.2.1.1 a general offer to acquire the whole of the issued ordinary share capital of the Company other than that which is already owned by him and persons connected with him (which is either unconditional or is made on a condition such that if it is satisfied the person making the offer will have Control of the Company); or

8.2.1.2 a general offer to acquire all the shares in the Company which are of the same class as the Shares other than those which are already owned by him and persons connected with him; or

- 8.2.2 already having Control of the Company, makes an offer to acquire all of the Shares other than those which are already owned by him and persons connected with him,

(notwithstanding that such offer may be made to different shareholders by different means) and such offer becomes wholly unconditional.

Scheme of arrangement

A compromise or arrangement in accordance with section 899 of the Companies Act 2006 applicable to or affecting:

- 8.2.3 all the ordinary share capital of the Company or all of the shares as are of the same class as the Shares to which the Options relate; or
- 8.2.4 all the shares, or all of 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 that meets the requirements of Schedule 3,

which is sanctioned by the Court.

Non-UK Company Reorganisation Arrangement

A Non-UK Company Reorganisation Arrangement applicable to or affecting:

- 8.2.5 all the ordinary share capital of the Company or all of the shares as are of the same class as the Shares to which the Options relate; or
- 8.2.6 all the shares, or all of 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 that meets the requirements of Schedule 3

becoming binding on the shareholders covered by it.

- 8.3 Subject to rules 8.5 and 8.8, if any person becomes bound or entitled to acquire Shares under sections 979 to 982 or 983 to 985 of the Companies Act 2006, an Option may be exercised, subject to rules 6.2, 6.3, 6.4 and 6.5, while that person remains so bound or entitled, after which time it will lapse.
- 8.4 If the Company passes a resolution for voluntary winding-up, an Option may be exercised, subject to rules 6.2, 6.3 and 6.4, within six months of the passing of the resolution, after which time it will lapse.
- 8.5 An Option will not become exercisable under rules 8.1 or 8.3 but may, with the agreement of the Participant, be exchanged on the terms set out in rule 8.6 to the extent that:
 - 8.5.1 the relevant event is part of an offer, scheme, compromise or arrangement whereby Control of the Company is to be obtained by another company (the “**New Company**”);
 - 8.5.2 immediately after the New Company obtains Control of the Company, all or substantially all of the issued share capital of the New Company will be owned directly or indirectly by the persons who were shareholders in the Company immediately before the change of Control; and
 - 8.5.3 the New Company agrees to grant New Options in accordance with rule 8.6 in consideration for the release of any Options which have not lapsed.

Any Option which is not so exchanged will lapse at the end of the Appropriate Period.

- 8.6 If any company (the “**Acquiring Company**”):
 - 8.6.1 obtains Control of the Company as a result of making a general offer to acquire:
 - 8.6.1.1 the whole of the issued ordinary share capital of the Company which is made on a condition such that, if it is met, the person making the offer will have Control of the Company; or

8.6.1.2 all the shares in the Company which are of the same class as the Shares,
in either case ignoring any Shares which are already owned by it or a person connected with it; or

8.6.2 obtains Control of the Company as a result of a compromise or arrangement sanctioned by the court under section 899 of the Companies Act 2006;

8.6.3 obtains Control of the Company as a result of a Non-UK Company Reorganisation Arrangement which has become binding on the shareholders covered by it; or

8.6.4 becomes bound or entitled to acquire Shares in accordance with rule 8.3

any Participant may, at any time within the Appropriate Period, by agreement with the Acquiring Company, release any Option which has not lapsed (the “**Old Option**”) in consideration of the grant to the Participant of an option (the “**New Option**”) which is equivalent to the Old Option but relates to shares in a different company falling within paragraph 18(b) or (c) of Schedule 3 (whether the Acquiring Company or some other company).

8.7 The New Option will not be regarded for the purposes of rule 8.6 as equivalent to the Old Option unless the conditions set out in paragraphs 39(4)(b) to (d) of Schedule 3 are satisfied. For the purposes of the New Option, the provisions of the Plan will be construed as if:

8.7.1 the New Option is an option granted at the same time as the Old Option;

8.7.2 the Savings Contract applicable to the Old Option applies to the New Option; and

8.7.3 except for the purposes of the definitions of “Constituent Company” and “Subsidiary” in rule 1.1, the reference to Computacenter plc in the definition of “the Company” in rule 1.1 were a reference to the different company mentioned in rule 8.6.

8.8 The Board may in its discretion allow Options to be exercised during the period of 20 days ending on:

8.8.1 where rule 8.2 applies, the date of the relevant event; and

8.8.2 where rule 8.3 applies, the date on which the person becomes bound or entitled to acquire Shares under sections 979 to 982 or 983 to 985 of the Companies Act 2006.

8.9 Where Options are exercised pursuant to rule 8.8, if the event referred to in rule 8.2 or 8.3 does not occur, the exercise of those Options will be of no effect.

8.10 Any reference to the Board in this rule 8 means the members of the Board immediately prior to the relevant event.

9 MANNER OF EXERCISE

9.1 Subject to the remainder of this rule 9 and rules 6.3 and 10, an Option may be exercised in whole or in part during the periods specified in rules 6 and 8 and only with monies not exceeding the amount of the Repayment under the Savings Contract as at the date of such exercise.

9.2 An Option may be exercised, in whole or in part, subject to rule 10.2, by the Participant giving notice in writing or electronic format and in such form as the Board may from time to time prescribe, to the company secretary of the Company or the Company’s duly appointed agent. Any notice of exercise will only take effect on receipt along with the relevant Exercise Price (or, if the Board so permits, an

undertaking to pay that amount) or an instruction to withdraw and apply monies from the Savings Contract equal to the aggregate Exercise Price.

- 9.3 Where Monthly Contributions are made in a currency other than sterling, the Repayment will be exchanged at an exchange rate determined by the Board. To the extent that the sterling value of such Repayment:
- 9.3.1 is insufficient to acquire all of the Shares subject to the Option, the Participant may, if the Board determines that it may be included in an invitation to apply for an Option (under rule 2), make a Top-Up Payment on such terms as the Board may from time to time determine; or
- 9.3.2 is in excess of the amount required to acquire all of the Shares subject to the Option, the amount of such excess will be returned to the Participant in the currency in which the Monthly Contributions are made as soon as reasonably practicable after the notice of exercise referred to in rule 9.2 is received and the amount required to be exchanged to acquire all of the Shares subject to the Option is determined.
- 9.4 A Participant will be responsible for and indemnifies each relevant Constituent Company against any Tax Liability relating to his Option. Any Constituent Company may withhold an amount equal to such Tax Liability from any amounts due to the Participant (to the extent such withholding is lawful) and/or make any other arrangements as it considers appropriate to ensure recovery of such Tax Liability including, without limitation, the sale of sufficient Shares acquired subject to the Option to realise an amount equal to the Tax Liability.

10 ISSUE OR TRANSFER OF SHARES

- 10.1 Subject to rule 10.2, the number of Shares in respect of which the Option has been exercised will be issued or transferred as applicable to the Participant within 30 days of such exercise.
- 10.2 The exercise of the Option and the issue or transfer of Shares under the Plan will be subject to obtaining any approval or consent required by the UKLA (or any other relevant authority), any Dealing Restrictions or any other applicable laws or regulations (whether in the UK or overseas).

11 ADJUSTMENTS

- 11.1 The number and/or description of Shares subject to an Option and/or the Exercise Price of an Option may be adjusted in such manner as the Board determines in the event of any Adjustment Event.
- 11.2 Apart from under this rule 11.2, no adjustment under rule 11.1 can reduce the Exercise Price to less than the nominal value of a Share. Where Options relate to both issued and unissued Shares, an adjustment under rule 11.1 may only be made if the reduction of the Exercise Price in respect of both the issued and the unissued Shares can be made to the same extent. Any adjustment made to the Exercise Price of Options over unissued Shares to less than the nominal value of a Share will only be made if and to the extent that the Board is authorised to:
- 11.2.1 capitalise from the reserves of the Company a sum equal to the amount by which the nominal value of the Shares subject to an Option exceeds the Exercise Price of that Option; and
- 11.2.2 apply that sum in paying up the Shares,
- so that on exercise of the Option the Board will capitalise that sum and apply it in paying up the Shares.

12 AMENDMENTS

- 12.1 Except as described in this rule 12, the Board may at any time amend the rules of the Plan or the terms of any Option.
- 12.2 Subject to rule 12.3, no amendment to the advantage of Eligible Employees and/or Participants will be made under this rule 12 to the provisions relating to:
- 12.2.1 the persons to whom, or for whom, Options may be granted under the Plan;
 - 12.2.2 the limit on the number of Shares which may be allocated subject to the Plan;
 - 12.2.3 the maximum entitlement for any one Participant;
 - 12.2.4 the basis for determining a Participant's entitlement to, and the terms of, Shares to be provided under the Plan;
 - 12.2.5 the adjustments that may be made in the event of any variation of the Company's share capital; and
 - 12.2.6 the terms of this rule 12.2,
- without the prior approval of the members of the Company in general meeting.
- 12.3 Rule 12.2 will not apply to any minor amendment which is to benefit the administration of the Plan or is necessary or desirable to take account of any change in legislation or to obtain or maintain favourable taxation, exchange control or regulatory treatment for the Company or any Associated Company of the Company or Participant.
- 12.4 No amendment to the material disadvantage of the existing rights of Participants will be made under rule 12.1 unless:
- 12.4.1 every Participant who may be affected by such amendment has been invited to indicate whether or not he approves the amendment; and
 - 12.4.2 the amendment is approved by a majority of those Participants who have so indicated.
- 12.5 No amendment will be made under this rule 12 if it would prevent the Plan from being an employees' share scheme within the meaning given by section 1166 of the Companies Act 2006.
- 12.6 The Board may, at any time, establish further schedules to the Plan for overseas territories. Any such schedule will be similar to the Plan but may be modified to take account of local tax, exchange control or securities laws. Any Shares made available under such schedule must be treated as counting against the limit set out in rule 5.

13 LEGAL ENTITLEMENT

- 13.1 This rule 13 applies during a Participant's employment with the Company or any Associated Company of the Company and after the cessation of such employment, whether or not the cessation is lawful.
- 13.2 Nothing in the Plan or its operation forms part of the terms of employment of a Participant and the rights and obligations arising from a Participant's employment with the Company or any Associated Company of the Company are separate from, and are not affected by, the Participant's participation in the Plan. Participation in the Plan does not create any right to continued employment with the Company or any Associated Company of the Company for any Participant.

- 13.3 The grant of any Option to a Participant does not create any right for that Participant to be granted any further Options or to be granted Options on any particular terms, including the number of Shares to which Options relate.
- 13.4 By participating in the Plan, a Participant waives all rights to compensation for any loss in relation to the Plan, including:
- 13.5 any loss or reduction of any rights or expectations under the Plan in any circumstances or for any reason (including lawful or unlawful termination of the Participant's employment);
- 13.5.1 any exercise of a discretion or a decision taken in relation to a Option or to the Plan, or any failure to exercise a discretion or take a decision; and
- 13.5.2 the operation, suspension, termination or amendment of the Plan.

14 GENERAL

- 14.1 The Plan will terminate on the tenth anniversary of the Approval Date or at any earlier time by the passing of a resolution by the Board or an ordinary resolution of the Company in general meeting. Termination of the Plan will be without prejudice to the existing rights of Participants.
- 14.2 Shares issued or transferred from treasury under the Plan will rank equally in all respects with the Shares then in issue, except that they will not rank for any voting, dividend or other rights attaching to Shares by reference to a record date preceding the date of issue or transfer from treasury.
- 14.3 If it is found following a Grant Date that as a result of an error or omission:
- 14.3.1 an Eligible Employee has not been given the opportunity to participate in the Plan in respect of any invitation to apply for an Option; or
- 14.3.2 the number of Shares over which an Option was expressed to be granted to any Eligible Employee is incorrect,
- any Option expressed to have been granted in respect of more than the correct number of Shares will be void as to the excess and any Option expressed to have been granted in respect of fewer than the correct number of Shares will relate to the correct number of Shares.
- 14.4 By participating in the Plan, any Participant resident outside the European Economic Area consents to the collection, holding, processing and transfer of his personal data by the Company, any Associated Company of the Company or any third party for all purposes relating to the operation of the Plan, including but not limited to, the administration and maintenance of Participant records and providing information to future purchasers of the Company or any business in which the Participant works.
- 14.5 The Plan will be administered by the Board. The Board will have full authority, consistent with the Plan, to administer the Plan, including authority to interpret and construe any provision of the Plan and to adopt regulations for administering the Plan. Decisions of the Board will be final and binding on all parties.
- 14.6 Subject to rule 9.2, any notice or other communication in connection with the Plan may be delivered personally or sent by electronic means or post, in the case of a company to its registered office (for the attention of the company secretary), and in the case of an individual to his last known address, or, where he is a director or employee of the Company or an Associated Company of the Company, either to his last known address or to the address of the place of business at which the individual performs the whole or substantially the whole of the duties of his office or employment. Subject to rule 9.2, where a notice or other communication is given by post, it will be deemed to have been received 72 hours after it was

put into the post properly addressed and stamped, and if by electronic means, when the sender receives electronic confirmation of delivery or, if not available, 24 hours after sending the notice.

- 14.7 No benefits under the Plan will be pensionable.
- 14.8 No third party will have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Plan (without prejudice to any right of a third party which exists other than under that Act).
- 14.9 The rules of the Plan will be governed by and construed in accordance with the laws of England and Wales. Any person referred to in the Plan submits to the exclusive jurisdiction of the Courts of England and Wales.

SCHEDULE A: UK PARTICIPANTS

The terms of this Schedule A are the terms set out in the Plan modified as follows, which are intended to comply with Schedule 3. In the event of any conflict between this Schedule A and the rules of the Plan, the provisions of this Schedule A will apply.

1 DEFINITIONS AND INTERPRETATION

1.1 Except as described in this Schedule A, words and expressions in this Schedule A will have the same meanings as in the rules of the Plan.

1.2 For the purposes of this Schedule A, the definitions of “**Tax Liability**” and “**Top-Up Payment**” will be deleted and, unless otherwise stated, the words and expressions below have the following meanings:

“Adjustment Event” any capitalisation issue or offer or invitation made by way of rights relating to, or any subdivision, consolidation, reduction or any other variation of, the share capital of the Company in respect of which Options may be adjusted in accordance with rule 11 and the requirements of Schedule 3.

“Bonus” any sum payable to a Participant by way of a terminal bonus on completion of a Savings Contract which:

- (a) for a three year Savings Contract, is normally payable after completion of 36 Monthly Contributions; and
- (b) for a five year Savings Contract, is normally payable after completion of 60 Monthly Contributions;

“Bonus Date” in respect of any Option, the earliest date on which any Bonus becomes payable under the related Savings Contract;

“Eligible Employee”

- (a) any person who is an employee (but not a director) or a Full-Time Director of a Constituent Company:
 - i) who has such qualifying period (if any) of continuous service (being a period not exceeding five years prior to the Grant Date or such other period as may be prescribed by paragraph 6(2)(b) of Schedule 3 from time to time) as the Board may in its discretion determine from time to time; and
 - ii) whose earnings from the office or employment by reason of which the requirements in paragraph (a) are satisfied are (or would be if there were any) general earnings to which section 15 of ITEPA applies; and
- (b) any other executive director or employee of any Constituent Company whom the Board may in its discretion select from time to time;

“Full Time Director” an employee who is a director of any Constituent Company and is required under a contract of employment to work for more than 25 hours per week (excluding meal breaks);

“HMRC”	HM Revenue & Customs;
“ITTOIA”	the Income Tax (Trading and Other Income) Act 2005;
“Market Value”	<p>on any day:</p> <p>(a) if the Shares are quoted on the Daily Official List of the London Stock Exchange, the middle market quotation (as derived from that List) of a Share on the immediately preceding Dealing Day, or if the Board determines, the average of the middle market quotations as so derived of a Share for the three immediately preceding Dealing Days or such other Dealing Days as may be permitted in accordance with Schedule 3 for the purposes of the Plan; and</p> <p>(b) if the Shares are not quoted on the Daily Official List of the London Stock Exchange, the market value of a Share as determined in accordance with Part VIII of the Taxation of Chargeable Gains Act 1992 and agreed with HMRC on or before that day for the purposes of the Plan,</p> <p>provided that, where the Shares are subject to a Restriction, their Market Value will be determined as if they were not subject to such Restriction;</p>
“Maximum Contribution”	<p>the maximum aggregate Monthly Contribution which a Participant may make under all Savings Contracts linked to options granted to him under the Plan or any other savings-related share option scheme that meets the requirements of Schedule 3, being the lesser of:</p> <p>(a) £500 per month or such other maximum amount as may be permitted by paragraph 25(3)(a) of Schedule 3 from time to time; and</p> <p>(b) such other maximum Monthly Contribution as may be determined from time to time by the Board;</p>
“Minimum Contribution”	£5 or such other greater amount as the Board may determine from time to time but not exceeding the minimum monthly contribution permitted by paragraph 25(3)(b) of Schedule 3;
“Monthly Contributions”	monthly contributions agreed to be paid by a Participant under a Savings Contract;
“Plan-Related Employment”	the office or employment by reference to which a Participant is eligible to participate in the Plan within the meaning given by paragraph 10 of Schedule 3;
“Repayment”	in relation to a Savings Contract, the aggregate of the Monthly Contributions which the Participant has made and, subject to rule 2.4.4, any Bonus due on the Bonus Date;
“Restriction”	the meaning given by paragraph 48(3) of Schedule 3;

“Savings Contract”	a contract under a certified SAYE savings arrangement within the meaning given by section 703(1) of ITTOIA which meets the requirements of Schedule 3; and
“Share”	a fully paid up non-redeemable share in the ordinary share capital of the Company which satisfies the conditions of paragraphs 18 to 20 and 22 of Schedule 3.

- 1.3 In the definition of **“Exercise Price”** the wording “in accordance with HMRC guidance” will be added after “no later than the Grant Date”.

2 APPLICATION FOR OPTIONS

- 2.1 The following wording will be added to the end of rule 2.1:
“on similar terms (within the meaning given by paragraph 7 of Schedule 3)”.
- 2.2 The following wording will be added to the end of rule 2.4.1:
“(which may be different in respect of three and five year Savings Contracts)”.
- 2.3 Rule 2.4.5 will be deleted.
- 2.4 A new rule 2.4.6 will be added:
“; and
2.4.6 whether the Eligible Employees may elect for a three or five year Savings Contract.”
- 2.5 The wording “any other equivalent scheme” in rules 2.6.2 and 2.8.1 will be deleted and replaced with “any other scheme that meets the requirements of Schedule 3”.
- 2.6 The wording “or equivalent single unit of applicable local currency” will be deleted from rule 2.6.1.
- 2.7 A new rule 2.6.3 will be added:
“; and
2.6.3 if the Eligible Employee may elect for a three or five year Savings Contract, the Eligible Employee’s election in that respect”.

3 SCALING DOWN

- 3.1 The wording “or equivalent single unit of applicable local currency” will be deleted from rule 3.1.
- 3.2 The wording “being not less than £5” will be added at the end of rule 3.1.1.
- 3.3 The existing rule 3.1.3 will become rule 3.1.4 and a new rule 3.1.2 will be added:
“by treating any elections for a five year Savings Contract as elections for a three year Savings Contract; and/or”
- 3.4 The wording “the local currency equivalent (as determined by the Board) of” will be deleted from rule 3.2.

- 3.5 The wording in rule 3.4 “as it may in its discretion determine” will be deleted and replaced with “as may be permitted in accordance with Schedule 3 and HMRC guidance”.

4 GRANT OF OPTIONS

- 4.1 In rule 4.1, the wording “Subject to the other provisions of this rule 4, as soon as reasonably practicable after the date referred to in rule 2.4.5,” will be deleted and replaced by “Subject to the other provisions of this rule 4, within 30 days, or if rule 3 applies, 42 days, of the earliest date by reference to which the Exercise Price is determined,”.

- 4.2 New rules 4.7 and 4.8 will be added:

- 4.7 “At the time an Option is granted, a Participant will be notified, in the manner specified by the Board, of the grant of an Option and the following terms of the Option:

- 4.7.1 the Grant Date of the Option;
- 4.7.2 the number of Shares under the Option;
- 4.7.3 the Exercise Price of the Option; and
- 4.7.4 the Bonus and Bonus Date of the Option.

The notification will also state whether or not the Shares are subject to Restrictions and if so, provide the details of the Restrictions.

- 4.8 No Options can be granted unless and until the Plan meets the requirements of Schedule 3.”

5 TAKEOVER, RECONSTRUCTION AND LIQUIDATION

- 5.1 Rule 8.7 will be deleted and replaced with:

- 8.7 The New Option will not be regarded for the purposes of rule 8.6 as equivalent to the Old Option unless the conditions set out in paragraph 39(4) of Schedule 3 are satisfied. For the purposes of the New Option, the provisions of the Plan will be construed as if:

- 8.7.1 the New Option is an option granted at the same time as the Old Option;
- 8.7.2 the Savings Contract applicable to the Old Option applies to the New Option; and
- 8.7.3 except for the purposes of the definitions of “Constituent Company” and “Subsidiary” in rule 1.1, the reference to Computacenter plc in the definition of “the Company” in rule 1.1 were a reference to the different company mentioned in rule 8.6.

For the purposes of satisfying the conditions set out in paragraph 39(4) of Schedule 3, the market value of any Shares must be determined using a methodology agreed with HMRC in accordance with paragraph 39(8) of Schedule 3.

- 5.2 A new rule 8.11 will be added:

“Notwithstanding that as a result of an event referred to in rules 8.2 to 8.4 shares in the Company cease to satisfy the requirements of paragraph 18 to 22 of Schedule 3, any shares acquired from the exercise of an option granted under the Plan within a period of 20 days from the relevant event will be treated as Shares for the purposes of the Plan.”

6 MANNER OF EXERCISE

6.1 Rule 9 will be deleted and replaced with:

“9.1 Subject to the remainder of this rule 9 and rules 6.3 and 10, an Option may only be exercised during the periods specified in rules 6 and 8 and only with monies not exceeding the amount of the Repayment under the Savings Contract as at the date of such exercise.

9.2 An Option may be exercised, in whole or in part, subject to rule 10.2, by the Participant giving notice in writing or in electronic format and in such form as the Board may from time to time prescribe, to the company secretary of the Company or a duly appointed agent. Any notice of exercise will only take effect on receipt along with the relevant Exercise Price or an instruction to withdraw and apply monies from the Savings Contract equal to the aggregate Exercise Price.

7 ADJUSTMENTS

7.1 The following wording will be added to the end of rule 11.1:

“provided that no such adjustment will be made that does not meet the requirements of Schedule 3”.

8 AMENDMENTS

8.1 The following wording will be added to the end of rule 12.1:

“If any such amendment would result in the Plan ceasing to meet the requirements of Schedule 3, the amendment will not have effect unless and until the Board has determined that the amendment will take effect even if this causes the Plan to cease to meet the requirements of Schedule 3.”

9 GENERAL

9.1 The following wording will be added to the end of rule 14.3:

“and the Company and any relevant Associated Company of the Company may do all acts and things as may be agreed with HMRC to rectify such error or omission notwithstanding that such acts and things may not otherwise be in accordance with the terms of the Plan.”

SCHEDULE B

The terms of this Schedule B are the terms of the Plan as modified as follows provided that this Schedule B will have no effect on any Participant who participates in the Plan in accordance with the terms of Schedule A.

1. If a Participant who is paid through the payroll of a Constituent Company in Germany (or such other country as the Board may determine) gives notice to or is otherwise expected to cease Plan-Related Employment for one of the reasons referred to in rule 6.6 or 6.7 of the Plan, the Board may choose to apply the terms set out in this Schedule B.
2. The Board may determine that instead of the Participant being entitled to exercise the Option in accordance with rule 6.6 or 6.7 (as appropriate), he will, at the discretion of the Board:
 - 2.1 be entitled to exercise the Option within such period as will be determined by the Board (the "Specified Period"), provided that the Specified Period will end before the date of cessation of his Plan-Related Employment (the "Cessation Date") at which time the Option will lapse; or
 - 2.2 not be permitted to exercise the Option, which will lapse on the Cessation Date.
3. Rule 6.9 will not apply to any Option determined by the Board.

SCHEDULE C

The terms of this Schedule C are the terms set out in the rules of the Plan modified as follows, which are intended to comply with section 423 of the US Internal Revenue Code of 1986, as amended from time to time. Where there is any conflict between the rules and this Schedule C, the terms of this Schedule C will prevail.

The terms of this Schedule C are the terms of the Plan as modified as follows provided that this Schedule C will have no effect on any Participant who participates in the Plan in accordance with the terms of Schedule A.

This Schedule C has been adopted by the Board in accordance with rule 12.6 of the Plan.

1 DEFINITIONS

1.1 Except as provided in this Schedule C, words and expressions in this Schedule C will have the same meanings as in the rules of the Plan.

1.2 For the purposes of this Schedule C, the definitions of “Bonus” and “Bonus Date” will be deleted and; unless otherwise stated, the words and expressions below have the following meanings:

“Code” the US Internal Revenue Code of 1986, as from time to time amended;

“Designated Subsidiary” any Subsidiary that employs US Participants, as may be designated by the Company from time to time;

“Eligible Employee” any employee (excluding, if the Board so determines, any part-time employee working less than 20 hours per week and any temporary employee working pursuant to a contract for less than 5 months’ temporary employment) of any Designated Subsidiary who has been in continuous employment for such period as determined by the Board (not exceeding a period two years ending on the Invitation Date), provided that no individual may be an Eligible Employee if immediately after the grant of an Option, the aggregate value or voting power of all classes of shares of the Company and any Subsidiary then owned by such individual, either directly or indirectly, within the meaning of the applicable sections of the Code and including all classes of shares with respect to which such individual holds options, would equal or exceed in aggregate 5 per cent. of the total value or combined voting power of all classes of shares of the Company, the Company’s parent or any Subsidiary of the Company;

“Exercise Price” subject to any adjustment pursuant to rule 11, the price per Share at which an Eligible Employee may acquire Shares upon the exercise of an Option and which will in no event be less than 85 per cent of the Market Value of a Share on the Grant Date, provided that, if the Shares may only be subscribed for, such price will not be less than the nominal value of a Share;

“Normal Exercise Date”	the second anniversary of the Grant Date, or such other date prior to the Normal Lapse Date as may be designated by the Board on or prior to the Invitation Date;
“Normal Lapse Date”	the date 27 months after the Grant Date, or such other date as may be designated by the Board on or prior to the Invitation Date; and
“US Participant”	a Participant who is subject to US tax in respect of an Option granted to the Participant under the Plan.

2 APPLICATION FOR OPTIONS

2.1 Rule 2.4.4 will be deleted and replaced with:

“2.4.4 if applicable, that the Board has determined that rule 10.3 will apply;”

2.2 Rule 2.8.1 will be deleted and replaced with:

“2.8.1 when taken together with any monthly contribution the Eligible Employee makes under any other Savings Contract whether entered into in connection with the grant of an Option or in connection with the grant of an option under any other plan considered by the Board to be equivalent, exceeds the Maximum Contribution; or”

2.3 Rules 2.8.1.1 and 2.8.1.2 will be deleted.

2.4 Rule 2.9 will be deleted and replaced with:

“2.9 Each application will be deemed to be for an Option over the largest whole number of Shares which can be acquired at the Exercise Price with the expected Repayment at the Normal Exercise Date under the Savings Contract entered into in connection with the Option.”

2.5 A new rule 2.10 will be added:

“2.10 Notwithstanding the provisions of this rule 2, in accordance with section 423(b)(8) of the Code, no Eligible Employee may be granted Options if such Options, together with any other options granted under all employee stock purchase plans (as defined in section 423 of the Code) of the Company and any of its Subsidiaries, permit that Eligible Employee to purchase shares of the Company or any of its Subsidiaries at a rate which exceeds twenty five thousand dollars (\$25,000) in fair market value of such shares (determined at the time such options are granted) for each calendar year in which such options are outstanding at any time.”

2.6 A new rule 2.11 will be added:

“2.11 Each invitation shall comply with the requirement of section 423(b)(5) of the Code that all employees granted Options will have the same rights and privileges under the Plan.”

3 SCALING DOWN

3.1 Rule 3.1.1 will be deleted.

4 GRANT OF OPTIONS

4.1 References in rule 4.14.1 to the Bonus Date will be deleted and replaced by “the Normal Exercise Date”.

5 PLAN LIMIT

5.1 The following wording will be added at the beginning of rule 5.1:

“5.1 Subject to the limit in rule 5.6,”

5.2 A new rule 5.6 will be added:

“5.6 The number of Shares which may be issued or transferred pursuant to Options must not exceed twelve million Shares, subject to any adjustment the Board determines in accordance with rule 11.1.”

6 RIGHTS TO EXERCISE OPTIONS

6.1 Rules 6.1 and 6.2 will be deleted and replaced with:

“6.1 Subject to rules 6.5 to 6.6 and 8, an Option may not be exercised earlier than the Normal Exercise Date under the relevant Savings Contract.

6.2 Subject to rule 6.5, an Option may not be exercised after the Normal Lapse Date under the relevant Savings Contract, at which time it will lapse.”

6.2 Rules 6.5.1 and 6.5.2 will be deleted and replaced with:

“6.5.1 one year following the date of the Participant’s death, if such death occurs before the Normal Exercise Date; or

6.5.2 one year following the Normal Exercise Date, if such death occurs on or within six months of the Normal Exercise Date,”

6.3 Rule 6.6.3 will be deleted and replaced with:

“6.6.3 retirement, as agreed with the Board;”

6.4 The final paragraph under rule 6.6.6 will be deleted and replaced with:

“the Participant may, subject to rule 6.2, exercise the Option within three months of the date of such cessation after which time, subject to rule 6.5, it will lapse.”

6.5 Rule 6.7 will be deleted and replaced with:

“6.7 If a Participant ceases to hold Plan-Related Employment after the second anniversary of the Grant Date other than as a result of a reason referred to in rule 6.5 or 6.6 or his dismissal for gross misconduct, the Participant may, subject to rule 6.2, exercise the Option within three months of the date of such cessation after which time, subject to rule 6.5, it will lapse.

6.6 Rule 6.9 will be deleted and replaced with:

“6.9 If a Participant ceases to be an employee of a Constituent Company but on the Normal Exercise Date is an employee of an Associated Company of the Company, the Participant may exercise an Option within three months of that date, after which time, subject to rule 6.5, it will lapse.”

7 ISSUE OR TRANSFER OF SHARES

7.1 A new rule 10.3 will be added:

10.3 If the Board so determines on or before the time Eligible Employees are invited to apply for Options:

10.3.1 Any Shares acquired on the exercise of Options may not be sold, transferred, pledged, hypothecated, assigned or otherwise disposed of within twelve months following the date such Shares were acquired without the prior consent of the Company; and

10.3.2 It will be a term of each Option that any Participant who wishes to sell, transfer, pledge, hypothecate, assign or otherwise dispose of any Shares acquired on the exercise of such Option within twelve months following the date such Shares were acquired that the Participant seeks permission for such action in writing from the company secretary of the Company or a duly appointed appointee.”

8 ADJUSTMENTS

8.1 Rule 11.1 will be deleted and replaced with:

“11.1 The number of Shares subject to an Option and/or the Exercise Price thereof and the limit on the number of Shares used in connection with the Plan may be adjusted in such manner as the Board determines in the event of any Adjustment Event as long as the adjustment is permissible under the Code and would not result in a modification of any affected Options.”