

IWG PLC

PERFORMANCE SHARE PLAN

Adopted by the board of the Company on 28 October 2016
Approved by shareholders of the Company on [•] 2016

The Plan is a discretionary benefit offered by the IWG group for the benefit of its employees. Its main purpose is to increase the interest of the employees in IWG plc'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 IWG group.

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1. DEFINITIONS AND INTERPRETATION

1.1 In the Plan, unless the context otherwise requires:

"**Award**" means an Option or a Conditional Award;

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

"**Committee**" means the remuneration committee of the Board or, on and after the occurrence of a corporate event described in Rule 8 (*Takeovers and other corporate events*), the remuneration committee of the Board as constituted immediately before such event occurs;

"**Company**" means IWG plc, a company incorporated Jersey with registered number 122154;

"**Conditional Award**" means a conditional right to acquire Shares granted by the Committee under Rule 2.2 (*Type of Award*);

"**Control**" means, in relation to a company, the power of a person to secure by means of the holding of shares or the possession of voting power in or in relation to that company or by virtue of any powers conferred by the constitutional documents regulating that company, that the affairs of the company are conducted in accordance with the wishes of that person;

"**Dealing Day**" means any day on which the London Stock Exchange is open for business;

"**Dividend Equivalent**" means a benefit calculated by reference to dividends paid on Shares as described in Rule 2.4 (*Dividend equivalents*);

"**Early Vesting Date**" means either:

- (a) the later of:
 - (i) the date of cessation of employment or office of a Participant in the circumstances referred to in Rules 7.1 and 7.3 (*Good leavers*); and
 - (ii) early determination of any Performance Condition relating to such cessation; or
- (b) the date of the relevant event in Rule 8.1 (*General offers*) or Rule 8.2 (*Schemes of arrangement and winding up*) or the date of Vesting referred to in Rule 8.3 (*Demergers and similar events*);

"**Eligible Employee**" an employee (including an executive director) of a Participating Company;

"**Exercise Period**" means, with respect to an Option, the period commencing on the date on which the Option Vests and ending on the tenth anniversary of its Grant Date (or any earlier date determined by the Committee at its Grant Date);

"**Grant Date**" means the date on which an Award is granted under Rule 2 and in the case of any Initial Awards, the date on which those Awards are granted conditional on shareholder approval of the Plan;

"**Group Member**" means:

- (a) a Participating Company or a body corporate which is the Company's holding body (within the meaning of Article 2 of the Companies (Jersey) Law 1991) or a Subsidiary of the Company's holding company;
- (b) a body corporate which is a subsidiary undertaking (within the meaning of section 1162 of the Companies Act 2006) of a body corporate within paragraph (a) above; and
- (b) any other body corporate in relation to which a body corporate within paragraph (a) is able (whether directly or indirectly) to exercise 20% or more of its equity voting rights and has been designated by the Board as a Group Member;

"Holding Period" means the period from the Grant Date to the fifth anniversary of the Grant Date or any other period the Committee decides pursuant to Rule 2.1;

"Initial Awards" means any Awards granted before but conditional on shareholder approval of the Plan;

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

"Listing Rules" means the Listing Rules published by the United Kingdom Listing Authority;

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

"Normal Vesting Date" means the date on which an Award Vests under Rule 4.1 (*Timing of Vesting: Normal Vesting Date*);

"Market Value" means, on any day, an amount equal to the middle market quotation of a Share as derived from the Daily Official list of the London Stock Exchange on that day;

"Option" means a conditional right to acquire Shares granted by the Committee under Rule 2.2 (*Type of Award*);

"Option Price" means the amount, if any, payable on the exercise of an Option;

"Participant" means a person who holds (or where appropriate has held) an Award including, where necessary, the Participant's personal representatives;

"Participating Company" means the Company or any Subsidiary of the Company;

"Performance Condition" means a condition related to performance which is specified by the Committee under Rule 2.1 (*Terms of grant*);

"Plan" means the IWG plc Performance Share Plan 2016 as amended from time to time;

"Rule" means a rule of the Plan;

"Share" means a fully paid ordinary share in the capital of the Company;

"Subsidiary" has the meaning given to that term in the Companies (Jersey) Law 1991, as amended from time to time, which at the date of adoption of these rules is that a body corporate is a subsidiary of another body corporate if the second body (a) holds a majority of the voting rights in the first body; (b) is a member of the first body and has the right to appoint or remove a majority of the board of directors of the first body; or (c) is a member of the first body and controls alone, pursuant to an

agreement with other shareholders or members, a majority of the voting rights in the first body, or if the first body is a subsidiary of a body corporate which is itself a subsidiary of the second body;

"Tax Liability" means any amount of tax or social security contributions arising in respect of an Award for which a Participant would or may be liable and for which any Group Member or former Group Member would or may be obliged to (or would or may suffer a disadvantage if it were not to) account to any relevant authority;

"Vest" means:

- (a) in relation to a Conditional Award, a Participant becoming entitled to receive Shares subject to the Rules;
- (b) in relation to an Option, it becoming exercisable,

and **Vested** and **Vesting** will be construed accordingly; and

"Vested Shares" means those Shares in respect of which an Award has Vested.

- 1.2 Any reference in the Plan to any enactment includes a reference to that enactment as from time to time modified, extended or re-enacted and includes any regulations and subordinate legislation.
- 1.3 Where the context admits, a reference to the singular includes the plural and vice versa.
- 1.4 Expressions in italics, headings and any footnotes are for guidance only, have no legal effect and do not form part of the Plan.

2. **GRANT OF AWARDS**

2.1 **Terms of grant**

Subject to Rule 2.6 (*Timing of grant*), Rule 2.7 (*Approvals and consents*) and Rule 3 (*Limits*), the Committee may resolve to grant an Award to an Eligible Employee on:

- (a) the terms set out in the Plan; and
- (b) any additional terms (whether a Performance Condition and/or any other terms) the Committee specifies.

The Committee may decide on or before the grant of an Award that the Holding Period of that Award will be a period from the Grant Date ending on a date other than the fifth anniversary of the Grant Date.

2.2 **Type of Award**

On or before the Grant Date, the Committee will determine whether an Award will be a Conditional Award or an Option.

2.3 **Method of grant**

An Award will be granted as follows:

- (a) by deed executed by the Company. A single deed may be executed in respect of multiple Participants;

- (b) if an Award is an Option, the Committee will determine the Option Price (if any) on or before the Grant Date, provided that the Committee may reduce or waive the Option Price on or before the exercise of the Option.

A Participant will be notified of the grant of an Award with the notice specifying the Grant Date, the number of Shares subject to the Award, whether the Award is a Conditional Award or an Option, the Normal Vesting Date, the Holding Period and any additional terms to which the Award is subject.

2.4 Dividend equivalents

The Committee may decide on or before the grant of an Award that either:-

- (a) a Participant (or the Participant's nominee) will be entitled to receive a benefit determined by reference to the value of the dividends that would have been paid on the Vested Shares in respect of dividend record dates occurring during the period between the Grant Date and the date of Vesting. The Committee will determine the basis on which the value of dividends will be calculated which may assume the reinvestment of dividends and may also determine at this time (or subsequently, but before Vesting) whether the Dividend Equivalent will be provided to the Participant in the form of cash and/or Shares. The Dividend Equivalent will be provided in accordance with Rule 5.3 (*Delivery of Dividend Equivalent*); or
- (b) it will grant an Award on terms where the number of Shares comprised in the Award will increase by deeming dividends that would have been paid on Shares in respect of dividend record dates occurring during the period between the Grant Date and the date of Vesting to have been reinvested in additional Shares on the terms the Committee decide.

The Committee, acting fairly and reasonably, may decide at any time to exclude the value of all or part of a special dividend or any other dividend from the amount of the Dividend Equivalent.

2.5 Method of satisfying Awards

An Award may be satisfied:

- (a) by the issue of new Shares; and/or
- (b) by the transfer of treasury Shares; and/or
- (c) by the transfer of Shares (other than the transfer of treasury Shares).

2.6 Timing of grant

Subject to Rule 2.7 (*Approvals and consents*), an Award may be granted at any time but an Award may not be granted after 28 October 2026.

2.7 Approvals and consents

The grant of an Award will 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.

2.8 Non-transferability

An Award granted to an Eligible Employee:

- (a) may not be transferred, assigned, charged or otherwise disposed of (except on the Participant's death to the Participant's personal representatives) and will lapse immediately on any attempt to do so; and
- (b) will lapse immediately if the Participant is declared bankrupt.

3. LIMITS

3.1 5 per cent. in 10 years limit

An Award will 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 3.3) in the period of 10 calendar years ending with that calendar year under the Plan and under any other discretionary share plan adopted by the Company to exceed such number as represents 5 per cent. of the ordinary share capital of the Company in issue at that time.

3.2 10 per cent. in 10 years limit

An Award will 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 3.3) in the period of 10 calendar years ending with that calendar year under the Plan and under any other employees' 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.

3.3 Meaning of "allocated"

For the purposes of Rules 3.1 and 3.2:

- (a) Shares are allocated:
 - (i) when an option, award or other contractual right to acquire unissued Shares or treasury Shares is granted; and
 - (ii) where Shares are issued or treasury Shares are transferred otherwise than pursuant to an option, award or other contractual right to acquire Shares;
- (b) 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 granted under any employee share plan will count as allocated unless they are already treated as allocated under this Rule.

3.4 Post-grant events affecting numbers of "allocated" Shares

For the purposes of Rule 4.3:

- (a) where:
 - (i) 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
 - (ii) after the grant of an option, award or other contractual right the Committee determines that:

- (aa) it will be satisfied wholly or partly by the payment of cash on its Vesting or exercise; or
- (bb) it will be satisfied wholly or partly 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.

3.5 **Changes to investor guidelines**

Treasury Shares will cease to count as allocated Shares for the purposes of Rule 3.3 if institutional investor guidelines cease to require treasury Shares to be so counted.

3.6 **Individual limit**

- (a) In normal circumstances the maximum total Market Value of Shares over which Awards may be granted to any Eligible Employee during any financial year of the Company is 250% of the Eligible Employee's Salary (as defined in this Rule) unless Rule 3.6(b) applies.
- (b) If the Committee decides that exceptional circumstances exist in relation to the recruitment or retention of an employee, then the maximum total Market Value of Shares over which Awards may be granted to that employee during a financial year of the Company is 300% of the employee's Salary.

For the purpose of this Rule 3.6:

- (i) an employee's Salary shall be the employee's base salary (excluding benefits in kind), expressed as an annual rate payable by the Participating Companies to the employee on the Grant Date (or any earlier date the Committee determines). Where Salary is paid in a currency other than sterling, the Salary will be treated as equal to the equivalent amount of sterling determined by using a rate of exchange which the Committee reasonably selects; and
- (ii) the Market Value of the Shares over which an Award is to be granted will be the Market Value on the Dealing Day on or immediately before the Grant Date or, if the Committee so determines, the average of the Market Values of a Share during a period determined by the Committee not exceeding the period of 5 Dealing Days ending with the Dealing Day on or immediately before the Grant Date, provided the Dealing Day(s) do not fall within any period when dealings in Shares are prohibited under the Company's share dealing code.

3.7 **Effect of limits**

Any Award purported to be granted in excess of the limits in Rule 3 will be limited and take effect so that the limits in this Rule 3 are complied with.

3.8 **Restriction on use of unissued Shares and treasury Shares**

No Shares may be issued or treasury Shares transferred to satisfy the exercise of an Option or the Vesting of an Conditional Award to the extent that the issue or transfer would cause the number of Shares allocated (as defined in Rule 3.3 and adjusted under Rule 3.4) to exceed the limits in Rules 3.1 (*5 per cent. in 10 years limit*) and 3.2 (*10 per cent. in 10 years limit*) except where the number of

Shares so allocated exceeds the limits solely by virtue of a variation of the share capital of the Company.

4. VESTING OF AWARDS

4.1 Timing of Vesting: Normal Vesting Date

Subject to Rule 4.3 (*Restrictions on Vesting/exercise: regulatory and tax issues*), Rule 7 (*Leavers*) or Rule 8 (*Takeovers and other corporate events*), an Award will Vest on the later of:

- (a) if any Performance Condition or any other condition has been imposed on the Vesting of the Award, the date on which the Committee determines whether or not the Performance Condition or other condition has been wholly or partly satisfied; and
- (b) the end of the Holding Period.

4.2 Extent of Vesting

An Award will only Vest to the extent:

- (a) that any Performance Condition is satisfied on the Normal Vesting Date or, if appropriate, the Early Vesting Date;
- (b) that any other term imposed on the Vesting of the Award permits;
- (c) in relation to Vesting before the Normal Vesting Date, in accordance with Rules 7.3 and 8.4 (*Reduction in number of Vested Shares*); and
- (d) any operation of Rule 10 (*Malus and Clawback*) permits.

An Award will lapse to the extent it ceases to be capable of Vesting, in whole or in part.

Where, under Rule 7 (*Leavers*) or Rule 8 (*Takeovers and other corporate events*), an Award would (subject to the satisfaction of any Performance Condition) Vest before the end of the full period over which performance would be measured under any Performance Condition then, unless provided to the contrary by the Performance Condition, the extent to which the Performance Condition has been satisfied in such circumstances will be determined by the Committee on such reasonable basis as it decides.

4.3 Restrictions on Vesting/exercise: regulatory and tax issues

An Award will not Vest and an Option cannot be exercised unless and until the following conditions are satisfied:

- (a) the Vesting of the Award and the delivery of Shares after such Vesting or exercise, would be lawful in the relevant jurisdictions for that Award and in compliance with the Listing Rules, any relevant share dealing code of the Company, the City Code on Takeovers and Mergers and any other relevant UK or overseas regulation or enactment;
- (b) the Participant has entered into any arrangements the Committee requires to meet any Tax Liability arising by virtue of the Vesting of the Award or exercise of the Option, as appropriate;

- (c) the Participant has entered into any arrangements the Committee requires (and where permitted in the relevant jurisdiction) to satisfy a Group Member's liability to social security contributions in respect of the Vesting of the Award or exercise of the Option; and
- (d) where the Committee requires, the Participant has entered into, or agreed to enter into, a valid election under Part 7 of ITEPA (*Employment income: elections to disapply tax charge on restricted securities*) or any similar arrangement in any overseas jurisdiction.

For the purposes of this Rule 4.3, references to Group Member include any former Group Member.

4.4 **Tax liability before Vesting**

If a Participant will, or is likely to, incur any Tax Liability before the Vesting of an Award then that Participant must enter into arrangements acceptable to any relevant Group Member to ensure that it receives the amount of such Tax Liability. If no such arrangement is made then the Participant will be deemed to have authorised the Company to sell or procure the sale of sufficient of the Shares subject to the Award on the Participant's behalf to ensure that the relevant Group Member receives the amount required to discharge the Tax Liability and the number of Shares subject to the Participant's Award will be reduced accordingly.

For the purposes of this Rule 4.4, references to Group Member include any former Group Member.

4.5 **Payment of Tax Liability**

The Company may sell or procure the sale of sufficient Vested Shares on or following the Vesting of an Award or the exercise of an Option on the Participant's behalf to ensure that any relevant Group Member or former Group Member receives the amount required to discharge any Tax Liability which arises on Vesting or exercise, except to the extent that the Board decides that all or part of that Tax Liability will be funded in a different manner.

5. **CONSEQUENCES OF VESTING**

5.1 **Vesting of Conditional Awards and exercise of Options**

On or as soon as reasonably practicable after the Vesting of a Conditional Award or the exercise of an Option, the Board will, subject to Rule 4.5 (*Payment of Tax Liability*) and any arrangement made under Rules 4.3(b) and 4.3(c) (*Restrictions on Vesting/exercise: regulatory and tax issues*), deliver the Vested Shares to the Participant (or the Participant's nominee).

5.2 **Options**

An Option will, subject to Rule 4.3 (*Restrictions on Vesting/exercise: regulatory and tax issues*) Rule 7 (*Leavers*) or Rule 8 (*Corporate events*), be exercisable in respect of Vested Shares during the Exercise Period.

5.3 **Delivery of dividend equivalent**

If payable, the provision of the Dividend Equivalent to the Participant will be made as soon as practicable after the delivery of the Vested Shares in respect of which the dividend equivalent is due and will be made be subject to such deductions (on account of tax or similar liabilities) as may be required and permitted by law.

5.4 **Exercise in whole or part**

An Option may be exercised in full or in multiples of 1000 Shares.

5.5 **Method of exercise**

The exercise of an Option will be effected in the form and manner prescribed by the Board. Unless the Board determines otherwise, any notice of exercise will, subject to Rule 4.3 (*Restrictions on Vesting/exercise: regulatory and tax issues*), take effect only when the Company receives it, together with payment of any relevant Option Price (or, if the Board so permits, an undertaking to pay that amount).

5.6 **Lapse of Options**

An unexercised Option will lapse at the end of the Exercise Period.

6. **CASH ALTERNATIVE**

6.1 **Committee determination**

The Committee may determine on the Vesting of an Award or the exercise of an Option that, in substitution for the Participant's right to acquire such number of Vested Shares as the Committee may decide (but in full and final satisfaction of the right to acquire those Shares), the Participant will be paid as soon as reasonably practicable after the Committee's determination, by way of additional employment income, a sum equal to the Market Value of that number of Shares as determined on the day the Award Vests or the Option is exercised, as appropriate.

6.2 **Limitation on the use of this Rule**

Rule 6.1 will not apply in relation to an Award made to a Participant in any jurisdiction where the presence of Rule 6.1 would cause:

- (a) the grant of the Award to be unlawful or for it to fall outside any applicable securities law exclusion or exemption; or
- (b) adverse tax or social security contribution consequences for the Participant or any Group Member as determined by the Board.

6.3 **Share alternative**

If the Committee so decides, the whole or any part of the sum payable under Rule 6.1 will, instead of being paid to the Participant in cash, be applied on the Participant's behalf:

- (a) in subscribing for Shares at a price equal to the Market Value by reference to which the payment under Rule 6.1 is calculated; or
- (b) in purchasing such Shares; or
- (c) partly in one way and partly in the other,

and the Company will deliver to the Participant (or the Participant's nominee) the relevant Shares.

6.4 Deductions

There will be deducted from any payment under this Rule 6 any amounts (on account of tax or similar liabilities) as may be required and permitted by law.

7. LEAVERS

7.1 Good leavers before the Normal Vesting Date

If a Participant ceases to be a director or employee of a Group Member before the Normal Vesting Date the Participant's Award will lapse on such cessation unless the Committee in its absolute discretion determines otherwise. If the Committee exercises its discretion pursuant to this Rule then, subject to the Rules and the Participant's agreement to be bound by any additional terms and conditions that the Committee may, in its discretion, impose on the Award, the Participant's Award will Vest on the Normal Vesting Date or, at the Discretion of the Committee, on the Early Vesting Date and, in either case, Rule 7.3 (*Leavers: reduction in number of Vested Shares*) will apply.

An Award in the form of an Option which Vests under this Rule may, subject to the Rules, be exercised in respect of the Vested Shares within the period of 12 months commencing on the date of Vesting (or, if shorter, until the expiry of the Exercise Period) and, to the extent that the Option is not exercised, it will lapse at the end of that period.

7.2 Leavers on or after the Normal Vesting Date

If a Participant who holds a Vested Option ceases to be a director or employee of a Group Member for any reason other than Cause (as defined below) then, subject to the Rules, that Option will continue to be exercisable for a period of six months commencing on the date of cessation (or, if shorter, until the expiry of the Exercise Period) and, to the extent that the Option is not exercised, it will lapse at the end of that period.

If a Participant who holds a Vested Option ceases to be a director or employee of a Group Member for Cause then that Option will lapse immediately on such cessation.

For the purposes of this Rule, "Cause" means any circumstance which entitles the Participant's employer to terminate the Participant's contract of employment without notice or payment in lieu of notice.

7.3 Leavers: reduction in number of Vested Shares

Where an Award Vests on or after a Participant ceasing to be a director or employee of a Group Member, the Committee will determine the number of Vested Shares of that Award by the following steps:

- (a) applying any Performance Condition and any other condition imposed on the Vesting of the Award; and
- (b) applying a pro rata reduction to the number of Shares determined under 7.3(a) based on the period of time after the Grant Date and ending on the date of cessation relative to the length of the Holding Period,

unless the Committee, acting fairly and reasonably, decides that the reduction in the number of Vested Shares under Rule 7.3(b) is inappropriate in any particular case when it may increase the number of

Vested Shares to any higher number it decides provided that number does not exceed the number of Shares determined under Rule 7.3(a).

If an Award Vests under Rule 8.1 or 8.2 when the holder of that Award has ceased to be a director or employee of a Group Member then this Rule 7.3 will take precedence over Rule 8.4.

7.4 **Meaning of ceasing employment**

A Participant will be treated for the purposes of this Rule 7 as ceasing to be a director or employee of a Group Member on the date on which the Participant gives or receives notice of termination of their employment. If a Participant ceases to be such a director or employee in circumstances where the Participant retains a statutory right to return to work then the Participant will be treated as not having ceased to be such a director or employee until such time (if at all) as the Participant, having not returned to work, ceases to have such a right to return to work.

8. **TAKEOVERS AND OTHER CORPORATE EVENTS**

8.1 **General offers**

If any person (or group of persons acting in concert):

- (a) obtains Control of the Company as a result of making a general offer to acquire Shares; or
- (b) having obtained Control of the Company makes such an offer and such offer becomes unconditional in all respects,

then, subject to subject to Rule 4.3 (*Restrictions on Vesting/exercise: regulatory and tax issues*) and Rule 8.3 (*Internal reorganisations*):

- (i) all Awards will Vest on the date of such event if they have not then Vested and Rule 8.4 (*Corporate events: reduction in number of Vested Shares*) will apply; and
- (ii) any Option may be exercised within one month of the date of such event (or, if shorter, until the expiry of the Exercise Period), but to the extent that an Option is not exercised within that period, that Option will (regardless of any other provision of the Plan) lapse at the end of that period.

8.2 **Schemes of arrangement and winding up**

If:

- (a) a compromise or arrangement is sanctioned by the Court under Part 18A of the Companies (Jersey) Law 1991 in connection with or for the purposes of a change in Control of the Company; or
- (b) the Company passes a resolution for summary or creditors winding up of the Company;
- (c) an order is made for the compulsory winding up of the Company; or
- (d) an application is made for a declaration of desastre in respect of the Company,

all Awards will, subject to Rule 4.3 (*Restrictions on Vesting/exercise: regulatory and tax issues*) and Rule 8.3 (*Internal reorganisations*), Vest on the date of such event if they have not then Vested and Rule 8.4 (*Corporate events: reduction in number of Vested Shares*) will apply.

If an event as described in this Rule occurs then an Option may, subject to Rule 4.3 (*Restrictions on Vesting/exercise: regulatory and tax issues*) and Rule 8.3 (*Internal reorganisations*), be exercised within one month of such event (or, if shorter, until the expiry of the Exercise Period), but to the extent that the Option is not exercised within that period, it will (regardless of any other provision of the Plan) lapse at the end of that period.

8.3 Internal reorganisations

If:

- (a) a company (the “**Acquiring Company**”) is expected to obtain Control of the Company as a result of an offer referred to in Rule 8.1 (*General offers*) or a compromise or arrangement referred to in Rule 8.2 (a) (*Schemes of arrangement and winding up*); and
- (b) at least 75% of the shares in the Acquiring Company are expected to be held by substantially the same persons who immediately before the change of Control of the Company were shareholders in the Company; or
- (c) the Committee decides that the obtaining of Control is a merger,

then the Committee, with the consent of the Acquiring Company, may decide before the change of Control that an Award will not Vest under Rule 8.1 or Rule 8.2 but will be automatically surrendered in consideration for the grant of a new award which the Committee determines is equivalent to the Award (including as to any Performance Condition) it replaces, except that it will be over shares in the Acquiring Company or some other company.

The new award shall for the purposes of the Plan be treated as having been acquired on the same date of grant as the Award.

8.4 Corporate events: reduction in number of Vested Shares

If an Award Vests under Rules 8.1 or 8.2, the Committee will determine the number of Vested Shares of that Award by the following steps:

- (a) applying any Performance Condition and any other condition imposed on the Vesting of the Award; and
- (b) subject to Rule 7.3 (*Leavers: reduction in number of Vested Shares*), by applying a pro rata reduction to the number of Shares determined under Rule 8.4(a) based on the period of time after the Grant Date and ending on the Early Vesting Date relative to the length of the Holding Period,

unless the Committee, acting fairly and reasonably, decides that the reduction in the number of Vested Shares under Rule 8.4(b) is inappropriate in any particular case when it may increase the number of Vested Shares to any higher number it decides provided that number does not exceed the number of Shares determined under Rule 8.4(a).

9. ADJUSTMENT OF AWARDS

9.1 General rule

In the event of:

- (a) any variation of the share capital of the Company; or
- (b) a demerger, special dividend or other similar event which affects the market price of Shares to a material extent,

the Committee may, as it considers appropriate, adjust:

- (c) the number of Shares comprised in an Award;
- (d) subject to Rule 9.2 (*Adjustment below nominal value*), the Option Price; and
- (e) where any Award has Vested or Option has been exercised but no Shares have been delivered after such Vesting or exercise, the number of Shares which may be so delivered and (if relevant) the price at which they may be acquired.

9.2 Adjustment below nominal value

An adjustment under Rule 9.1 may have the effect of reducing the price at which Shares may be subscribed for on the exercise of an Option to less than their nominal value, but only if and to the extent that the Board is authorised:

- (a) 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 and which are to be allotted after such exercise exceeds the price at which the Shares may be subscribed for; and
- (b) to apply that sum in paying up such amount on such Shares,

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

10. MALUS AND CLAWBACK

10.1 General

If the Committee decides that:

- (a) there is reasonable evidence of misbehaviour or material error by a Participant (including where the Participant participated in or was responsible for conduct which resulted in significant losses to the Company, or where the Participant failed to meet appropriate standards of fitness and propriety);
- (b) there is a material misstatement in the Company's audited financial results or a material downturn in the financial performance of the Company, or the business unit in which the Participant is employed; or
- (c) there was an error in:
 - (i) the information or assumptions on which the Award was granted; or
 - (ii) the assessment of the extent to which the Performance Conditions were satisfied,

then the Committee may, in its absolute discretion,

- (d) subsequent to the grant of an Award but before the Vesting of the Award, determine that a reduction in the number of Shares subject to the Award is justified and may reduce the number of Shares subject to the Award (including to zero, in which event the Award will be cancelled) to take account of the relevant circumstances; and/or
- (e) at any time within three years of the date on which the Award Vests, require the Participant to repay, in the manner the Committee determines, the number of Vested Shares received by the Participant (or such cash amount representing the value of such Vested Shares) as the Committee considers appropriate in the relevant circumstances or, in the case of an Option that has not been exercised reduce the number of Shares subject to the Option (including to zero, in which event the Option will be cancelled) to take account of the relevant circumstances.

If the Committee exercises its discretion under Rule 10.1(d), it will confirm this in writing to the Participant and the Award will, as appropriate, be cancelled or be deemed to have been granted over the lower number of Shares and the Vesting of the Award will be by reference to this reduced number of Shares.

The discretion granted to the Committee under Rule 10.1 will only be capable of exercise by the Committee if there has been no change of Control of the Company. However, if, as a result of any change of Control, the Company has a new holding company which immediately after the change of Control has substantially the same shareholders and proportionate shareholdings as the Company did before, the discretion under Rule 10.1 will continue to be capable of exercise by the committee of the board of directors of the new holding company appointed to administer the Award.

10.2 Reduction in Awards to give effect to clawback provisions in other plans

The Committee may decide at any time to reduce the number of Shares subject to an Award (including, if appropriate, reducing to zero) to give effect to a clawback provision of any form contained in any incentive plan (other than the Plan) or any bonus plan operated by any Group Member. The value of the reduction will be in accordance with the terms of the clawback provision in the relevant plan or, in the absence of any such term, on such basis as the Committee, acting fairly and reasonably, decides is appropriate.

11. ALTERATIONS

11.1 General rule on alterations

Except as described in Rule 11.2 (*Shareholder approval*) and Rule 11.4 (*Alterations to disadvantage of Participants*) the Committee may at any time alter the Plan or the terms of any Award.

11.2 Shareholder approval

Except as described in Rule 11.3 (*Exceptions to shareholder approval*), no alteration to the advantage of an individual to whom an Award has been or may be granted shall be made under Rule 11.1 to the provisions concerning:

- (a) eligibility;
- (b) the individual limits on participation;
- (c) the overall limits on the issue of Shares or the transfer of treasury Shares;

- (d) the basis for determining a Participant's entitlement to, and the terms of, Shares or cash provided under the Plan;
- (e) the adjustments that may be made in the event of any variation of capital; and
- (f) the terms of this Rule 11.2

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

11.3 Exceptions to shareholder approval

Rule 11.2 (*Shareholder approval*) shall not apply to:

- (a) any amendment which is minor and is 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 Eligible Employees, Participants or any Group Member; or
- (b) any alteration relating to the Performance Condition made under Rule 11.5.

11.4 Alterations to disadvantage of Participants

No alteration to the material disadvantage of Participants (other than a change to any Performance Condition) shall be made under Rule 11.1 unless:

- (a) the Board has invited every relevant Participant to indicate whether or not the Participant approves the alteration; and
- (b) the alteration is approved by a majority of those Participants who have given such an indication.

11.5 Alterations to a Performance Condition

The Committee may amend any Performance Condition without prior shareholder approval if:

- (a) an event has occurred which causes the Committee reasonably to consider that it would be appropriate to amend the Performance Condition;
- (b) the altered Performance Condition will, in the reasonable opinion of the Committee, be not materially less difficult to satisfy than the original Performance Condition would have been but for the event in question; and
- (c) the Committee acts fairly and reasonably in making the alteration.

12. MISCELLANEOUS

12.1 Employment

Nothing in the Plan will give any officer or employee of any Group Member any right to participate in the Plan. The rights and obligations of any individual under the terms of the individual's office or employment with any Group Member will not be affected by the individual's participation in the Plan or any right which the individual 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 the individual's office or employment for any reason whatsoever insofar as those rights arise or may arise from the individual ceasing to have rights under an Award as a result of such termination.

Participation in the Plan will not confer a right to continued employment upon any individual who participates in it. The grant of any Award does not imply that any further Award will be granted nor that a Participant has any right to receive any further Award.

12.2 Administration and disputes

The Plan will be administered by the Committee which has full authority, consistent with the Rules, to administer the Plan, including authority to interpret and construe any provision of the Plan and to adopt any regulations for administering the Plan and any documents it thinks necessary or appropriate. 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 relating to the Plan, the decision of the Committee will be final and binding upon all persons.

12.3 Exercise of powers and discretions

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

12.4 Costs

The Company will bear the costs of introducing and operating the Plan (including, but not limited to, stamp duty, stamp duty reserve tax and any other costs (other than dealing costs) relating to the delivery of Shares on the vesting or exercise of Awards). The Company may require any Group Member to enter into an agreement which obliges that company to reimburse the Company for any costs borne by the Company, directly or indirectly, in respect of the Group Member's officers or employees.

12.5 Share rights

Any Shares acquired under the Plan will be subject to the articles of association of the Company. All Shares allotted under the Plan will 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 Vested Shares are transferred to Participants (or their nominee), Participants will be entitled to all rights attaching to such Shares by reference to a record date on or after the date of such transfer or release of such restrictions.

While the Shares are Listed, the Company will, where necessary, apply for the Listing of any Shares issued pursuant to the Plan as soon as practicable after their allotment.

12.6 Notices

Any notice or other communication under or in connection with the Plan may be given:

- (a) by personal delivery or by internal or ordinary post, in the case of a company to the company secretary at its registered office or to such other address as may from time to time be notified to an individual, and in the case of an individual to the individual's last known address, or, where the individual is a director or employee of a Group Member, 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 the individual's office or employment;

- (b) 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; or
- (c) by such other method as the Board determines.

Where a notice or document is sent to an eligible employee or Participant by ordinary or internal post, it will be treated as being received 72 hours after it was put into the post properly addressed and, where relevant, stamped. In all other cases, the notice or document will be treated as received when it is given. A notice or document sent to the Company will only be effective once it is received by the Company, unless otherwise agreed by the Company. All notices and documents given or sent to the Company will be given or sent at the risk of the sender.

12.7 **Third parties**

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

12.8 **Benefits not pensionable or part of salary**

Benefits provided under the Plan shall not be pensionable are not part of salary for any purpose except to any extent required by statute.

12.9 **Data Protection**

Each Participant consents to the collection, processing and transfer of the Participant's personal data for any purpose relating to the operation of the Plan. This includes:

- (a) providing personal data to any Group Member and any third party such as trustees of any employee benefit trust, administrators of the Plan, registrars, brokers and any of their respective agents;
- (b) processing of personal data by any such Group Member or third party;
- (c) transferring personal data to a country outside the European Economic Area (including a country which does not have data protection laws equivalent to those prevailing in the European Economic Area); and
- (d) providing personal data to potential purchasers of the Company, the Participant's employer or the business in which the Participant works.

12.10 Overseas Eligible Employees

The Board may adopt additional schedules to the Plan applicable in any jurisdiction, under which Awards may be subject to additional and/or modified terms and conditions, having regard to any securities, exchange control or taxation laws, regulations or practice which may apply to the Participant, the Company or any Group Member. Any additional schedule must conform to the basic principles of the Plan and must not enlarge to the benefit of Participants the limits in Rule 3. Any additional section and all Awards granted under that section will be governed by and construed in accordance with the laws of England.

12.11 Governing law

The Plan and all Awards will be governed by and construed in accordance with the law of England and the Courts of England will have exclusive jurisdiction to hear any dispute. All Participants, the Company and any other Group Member will submit to the jurisdiction of the English courts in relation to any dispute (including non-contractual disputes) arising under the Plan.

SCHEDULE

CASH CONDITIONAL AWARDS

The Rules of the IWG plc Performance Share Plan will apply to a right (a “**Cash Conditional Award**”) to receive a cash sum granted or to be granted under this Schedule as if it was a Conditional Award, except as set out in this Schedule. Where there is any conflict between the Rules and this Schedule, the terms of this Schedule will prevail.

1. The Committee may grant or procure the grant of a Cash Conditional Award.
2. Each Cash Conditional Award will relate to a given number of notional Shares.
3. On the Vesting of the Cash Conditional Award the holder of that Award will be entitled to a cash sum which will be equal to the “**Cash Value**” of the notional Vested Shares, where the Cash Value of a notional Share is the Market Value of a Share on the date of Vesting of the Cash Conditional Award.
4. The cash sum payable under paragraph 3 above will be paid by the employer of the Participant as soon as practicable after the Vesting of the Cash Conditional Award, net of any deductions (on account of tax or similar liabilities) as may be required by law.
5. For the avoidance of doubt, a Cash Conditional Award will not confer any right on the holder of the Award to receive Shares or any interest in Shares.