

COMPUTACENTER PLC

RULES OF THE COMPUTACENTER PERFORMANCE SHARE PLAN 2005

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Table of Contents

1	Granting Awards.....	3
2	Awards	4
3	Rights of Participants before Release.....	5
4	Individual limits.....	5
5	Vesting and Release of Awards	5
6	Consequences of Release	6
7	Clawback.....	7
8	Leaving employment during the Performance Period.....	8
9	Variations in share capital, demergers and special distributions	10
10	Takeovers and restructurings	11
11	Exchange of Awards	12
12	General.....	13
13	Changing the Plan and termination.....	17
14	Definitions.....	18
	Schedule 1.....	20
1	Option Price	20
2	Cash or Share Settled Option	20
3	Consequences of Release for an Option	20
4	Consequences of Takeovers and restructurings for an Option	20
5	Adjustment of Options.....	20
6	Other ways of satisfying an Option	20
	Schedule 2.....	22
1	Holding Period.....	22

2	Consequences of Release	22
3	Leaving in exceptional circumstances	22
4	Adjustments of Awards.....	23
5	Changing the Plan and Termination	24
6	Definitions.....	24
7	Schedule 1 – options.....	24
	Schedule 3.....	25
1	Definitions.....	25
2	Eligibility	26
3	Number of Shares granted.....	26
4	Settlement of Awards	26
5	Dividend equivalents	26
6	Minimum Acquisition Period before which the transfer of property of Shares cannot occur 27	
7	Sale restrictions.....	27
8	Specific closed periods during which the Shares cannot be disposed of	27
9	Disability	27
10	Death of a Participant.....	27
11	Adjustment of the Award	28
12	Exchange of Shares during the Sale Restriction Period.....	28
13	Definitive Delivery of the Shares	28
14	Voluntary deferral of the Award	28
15	Changes to the 2018 French Qualified Plan	28
16	Period during which Awards can be granted.....	28
17	Participant account.....	29

18	Non-transferability of the Award.....	29
19	Severability.....	29
	Schedule 4.....	30

Rules of Computacenter Performance Share Plan 2005

1 Granting Awards

1.1 Approval of the Board

Any Awards granted under the Plan must be approved in advance by the Board.

1.2 Eligibility

The Grantor may grant an Award to any employee (including an executive director) of a Member of the Group. However, unless the Board considers that special circumstances exist, an Award may not be granted to an employee who, on the Award Date, has given or received notice of termination of employment, whether or not such termination is lawful.

No Award will be granted to a person who is not an employee of a Member of the Group on the Award Date.

1.3 Timing of Award

Awards may not be granted at any time after the Expiry Date and Awards may only be granted within 42 days starting on any of the following:

- 1.3.1 the date of shareholder approval;
- 1.3.2 the Company's annual general meeting or any other general meeting;
- 1.3.3 the day after the announcement of the Company's results through a regulatory information service for any period;
- 1.3.4 any day on which the Board resolves that exceptional circumstances exist which justify the grant of Awards;
- 1.3.5 any day on which changes to the legislation or regulations affecting share plans are announced, effected or made; or
- 1.3.6 the lifting of Dealing Restrictions which prevented the granting of Awards during any period specified above.

1.4 Performance Conditions

When granting an Award, the Grantor may make its Vesting conditional on the satisfaction of one or more conditions linked to the performance of the Company, the Participant, any Member of the Group or business unit. A Performance Condition must be specified at the Award Date and may provide that an Award will lapse if a Performance Condition is not satisfied. The Grantor, with the consent of the Board, may waive or change a Performance Condition in accordance with its terms or if anything happens which causes the Grantor reasonably to consider it appropriate. The Committee will inform Participants of any variation or waiver of the Performance Condition which affects them.

1.5 Other conditions

The Grantor may impose other conditions when granting an Award. Any condition must be specified at the Award Date and may provide that an Award will lapse if it is not satisfied. The Grantor, with the consent of the Board may waive or change a condition in accordance with its terms or in any way they see fit. Notwithstanding anything else in the Plan, an Award will only Vest and/or be Released to the extent that any condition is satisfied or waived.

1.6 Holding Period

When granting an Award, the Grantor may make an Award subject to a Holding Period, at the end of which, Awards will be Released.

1.7 Award certificates

Each Participant will receive a certificate setting out the terms of the Award as soon as practicable after the Award Date. The certificate may be the deed referred to in 2.1 (Terms of Awards) or any other document. If any certificate is lost or damaged the Company may replace it on such terms as it decides.

1.8 No payment

A Participant is not required to pay for the grant of any Award.

1.9 Disclaimer of Award

Any Participant may disclaim all or part of his Award within 30 days after the Award Date by notice in writing to any person nominated by the Grantor. If this happens, the Award will be deemed never to have been granted under the Plan. A Participant is not required to pay for the disclaimer.

1.10 Administrative errors

If the Grantor tries to grant an Award which is inconsistent with rule 4 (Individual limit) or rule 12.1 (Plan limits) the Award will be limited and will take effect from the Award Date on a basis consistent with those rules.

2 Awards

2.1 Terms of Awards

Awards must be granted by deed. The terms of the Award, as determined by the Grantor, and approved by the Board, must be specified in the deed and must include:

- 2.1.1 the number of Shares subject to the Award;
- 2.1.2 the Award Date;
- 2.1.3 any Performance Condition;
- 2.1.4 the Performance Period or the date of Vesting;
- 2.1.5 any Holding Period;
- 2.1.6 whether the Participant is entitled to receive any cash or Shares under rule 6.2 (Dividend equivalent);
- 2.1.7 any other condition specified under rule 1.5 (Other conditions).

3 Rights of Participants before Release

3.1 Rights

A Participant shall not be entitled to vote, to receive dividends or to have any other rights of a shareholder in respect of Shares subject to an Award until the Shares are issued or transferred to the Participant.

3.2 Transfer

A Participant may not transfer, assign or otherwise dispose of an Award or any rights in respect of it. If he does, whether voluntarily or involuntarily, then the Award will immediately lapse. This rule 3.2 does not apply:

- 3.2.1 to the transmission of an Award on the death of a Participant to his personal representatives; or
- 3.2.2 to the assignment of an Award with the prior consent of the Board, subject to any terms and conditions the Board imposes.

4 Individual limits

4.1 Salary multiple limit for Awards

An Award must not be granted to an employee if it would cause the total Market Value of Shares subject to Awards, valued on the relevant Award Date, granted to him in respect of that financial year under the Plan, to exceed two times the annual rate of his total basic salary from Members of the Group. "Basic salary" means gross salary before adjustment to take account of any salary sacrifice for flexible benefits.

If the Board determines that exceptional circumstances exist, the limit in this rule may be exceeded up to a maximum of four times a Participant's annual rate of total basic salary from Members of the Group.

4.2 Currency conversion

Remuneration payable in a currency other than Sterling will be converted into Sterling at the average of the spot buying and selling rates with the relevant currency in comparable amounts by any clearing bank chosen by the Board on a date chosen by the Board.

5 Vesting and Release of Awards

5.1 Determination of Performance Condition

Subject to rule 7 (clawback), as soon as reasonably practicable after the end of the Performance Period, the Board will determine whether and to what extent any Performance Condition has been satisfied and, subject to rule 5.2, how many Shares Vest for each Award.

5.2 Adjustment of the extent to which an Award Vests

In the case of any Award granted on or after 7 March 2019, as soon as reasonably practicable after:

- (1) the end of the Performance Period, in the case of an Award that is subject to a Performance Condition; and

- (2) the date of Vesting notified under rule 2.1.4, in the case of an Award that is not subject to a Performance Condition,

the Board may, in its discretion, adjust (including by reducing to nil) the extent to which an Award would (but for this rule 5.2) Vest if it considers that:

- (a) such Vesting level does not reflect the underlying financial or non-financial performance of the Participant or the Group over the Performance Period (in the case of an Award that is subject to a Performance Condition) or the period from the Award Date to the date of Vesting notified under rule 2.1.4 (in the case of an Award that is not subject to a Performance Condition);
- (b) such Vesting level is not appropriate in the context of circumstances that were unexpected or unforeseen at the Award Date; or
- (c) there exists any other reason why an adjustment is appropriate,

taking into account such factors as the Board considers relevant.

5.3 Timing of Vesting

Subject to rule 7 (clawback), Awards which are not subject to a Performance Condition will Vest on the later of:

- (1) the date of Vesting notified under rule 2.1.4; and
- (2) the date on which the Board makes its determination under rule 5.2.

Where an Award is subject to a Performance Condition, subject to rules 1.5 (Other conditions), 7 (clawback), 8 (Leaving the Group before Vesting) and 10 (Takeovers and restructurings), an Award Vests on the later of:

- (1) the date on which the Board makes its determination under rule 5.1; and
- (2) the date on which the Board makes its determination under rule 5.2.

To the extent any Performance Condition is not satisfied the Award lapses, unless otherwise specified in the Performance Condition.

To the extent an Award does not Vest as a result of a determination under rule 5.2, it lapses.

5.4 Timing of Release

An Award to which no Holding Period applies is Released on the date on which it Vests, whilst an Award to which a Holding Period applies is Released on the first Business Day immediately following the end of the Holding Period.

5.5 Lapse

If an Award lapses under the Plan it cannot Vest and a Participant has no rights in respect of it.

6 Consequences of Release

6.1 Conditional Awards

Subject to rule 7 (clawback), within 30 days of the Release of a Conditional Award, the Grantor will arrange (subject to rule 6.4 (Withholding)) for the transfer or issue to, or to the order of, the Participant of the number of Shares in respect of which the Award has Vested.

6.2 Dividend equivalent

An Award may include the right to receive cash or Shares equal in value to some or all of the dividends (as determined by the Grantor with the consent of the Board) which were payable on the number of Vested Shares during the period from the Award Date until the date of Release ("dividend equivalents"), subject to rule 6.4 (Withholding). Dividend equivalents will be delivered to any relevant Participant as soon as practicable after Release. For the avoidance of doubt the dividend does not include the tax credit.

6.3 Cash alternative

The Grantor, subject to the approval of the Board, may decide to satisfy an Award by paying an equivalent amount in cash (subject to rule 6.4 (Withholding)).

6.4 Withholding

The Company, Grantor, any employing company or trustee of any employee benefit trust may withhold such amount and make such arrangements as it considers necessary to meet any liability to taxation or social security contributions in respect of Awards. These arrangements may include the sale or reduction in number of any Shares on behalf of a Participant, unless the Participant discharges the liability himself.

7 **Clawback¹**

7.1 Adjustment before Release

If, at any time before a Participant has received Shares or cash pursuant to an Award and within five years of the Award Date, the Board considers any of the events listed in rule 7.3 has occurred, the Board may decide that:

7.1.1 the date of Vesting, Release, exercise or satisfaction of the Award will be delayed; and/or

7.1.2 additional conditions will apply to the Vesting, Release, exercise or satisfaction of the Award; and/or

7.1.3 the Award will lapse wholly or in part.

7.2 Clawback after Release

If, after a Participant has received Shares or cash pursuant to an Award and within five years of the Award Date, the Board considers that any of the events listed in rule 7.3 has occurred, the Board, in its absolute discretion, may decide that:

7.2.1 the Participant must transfer to or to the order of the Company a number of Shares equal to some or all of the Shares received pursuant to the Award;

7.2.2 the Participant pay to or to the order of the Company an amount representing the value of the Shares received pursuant to the Award; and/or

7.2.3 the Participant pay to or to the order of the Company an amount equal to any cash payment received pursuant to the Award; and/or

¹ The events giving rise to the operation of adjustment or clawback set out in rule 7.3 are as amended on 5 March 2020 and apply as amended to Awards granted on or after that date. Other provisions apply to Awards granted before that date.

7.2.4 any other Award, bonus or other benefit which might have been granted, Vested, Released or paid to the Participant will be reduced, not awarded, not Vest or not be Released.

7.3 Events giving rise to adjustment or clawback

The events are:

7.3.1 there has been a material misstatement of the Company's financial statements for any financial year or those statements have been restated;

7.3.2 gross or serious misconduct on the part of the Participant in respect of his office or employment with a Member of the Group;

7.3.3 a significant failure of risk-management within the Company or any other Member of the Group;

7.3.4 there has been an error or misstatement which has resulted in a material overpayment to Participants, whether in the form of Awards under the Plan or otherwise, irrespective of whether the relevant Participant is at fault; and/or

7.3.5 a Participant has left employment in circumstances in which the Award has not lapsed and facts emerge which, if known at the time, would have caused the Award to lapse on leaving, including where the Board has exercised a discretion (so the Award did not lapse) and would in their opinion have made a different decision

7.3.6 significant reputational damage to the Company or any other Member of the Group;

7.3.7 any other circumstances that the Board in their discretion consider to be similar in nature or effect to those in rules 7.3.1 to 7.3.6.

7.4 General

For the avoidance of doubt:

7.4.1 this rule 7 can apply even if the Participant was not responsible for the event in question;

7.4.2 rule 7 can apply if the relevant event happened before the Vesting, Release or grant of the Award;

7.4.3 rule 7.2 can also apply whether the relevant event occurred before or after receipt of the Shares or cash;

7.4.4 this rule 7 may be applied in different ways for different Participants in relation to the same or different events; and

7.4.5 this rule 7 may be applied differently in relation to different Awards held by the same Participant.

8 Leaving employment during the Performance Period

8.1 General rule on leaving employment

8.1.1 Unless rule 8.2 applies, if a Participant ceases to be an employee or director of a Member of the Group before the end of the Performance Period, his Award will lapse immediately on cessation.

8.1.2 If a Participant gives or receives notice of termination of his employment with any Member of the Group before the end of the Performance Period (whether or not such termination is lawful), then unless the reason for giving or receiving notice is one listed in rule 8.2.1(i) to 8.2.1(vi) below, the Board may decide that his Award will lapse immediately on the date of notice.

8.2 Leaving in exceptional circumstances

8.2.1 If a Participant ceases to be an employee or director of any Member of the Group before the end of the Performance Period for any of the reasons set out below, then his Awards will continue and Vest and be Released in accordance with rule 5 (Vesting and Release of Awards). However, the Board may decide that the Award should Vest and be Released either immediately or on any other earlier date. Awards will Vest to the extent described in rule 8.3 and lapse as to the balance. The reasons are:

- (i) ill-health, injury or disability, as established to the satisfaction of the Company;
- (ii) in the case of any Award granted before 7 March 2019, retirement with the agreement of the Company;
- (iii) the Participant's employing company ceasing to be under the Control of the Company;
- (iv) a transfer of the undertaking, or the part of the undertaking, in which the Participant works to a person which is neither under the Control of the Company nor a Member of the Group;
- (v) redundancy, but only in circumstances which give rise to a redundancy payment;
- (vi) any other reason, if the Board so decides in any particular case.

8.2.2 Subject to rule 7 (clawback), the Board must exercise any discretion provided for in rule 8.2.1 within 28 days after cessation of the relevant Participant's employment or office and the Award will lapse or Vest (as appropriate) on the earlier of the date on which the discretion is exercised and the end of the 28 day period.

8.3 Restriction on Vesting

Accelerated Vesting

If the Board determines in accordance with rule 8.2 that an Award will Vest and be released earlier than is determined in accordance with rule 5, the extent to which it Vests:

- (1) shall be determined by the Board taking into account the extent to which any Performance Condition is satisfied and whether it is appropriate to adjust (including by reducing to nil) the extent to which the Award would (but for this rule 8.3(1)) Vest, if it considers that rule 5.2(a), 5.2(b) or 5.2(c) applies, taking into account such factors as the Board considers relevant; and
- (2) unless the Board decides otherwise, will be reduced proportionately to reflect the remaining amount of time until the date of Vesting notified under rule 2.1.4 or the remaining proportion of the Performance Period,

and the Award will lapse to the extent it does not Vest.

Deferred Vesting

Unless the Board decides otherwise, the amount of the Award which Vests under rule 8.2 and in accordance with rule 5 will be reduced proportionately to reflect the remaining amount of time until the date of Vesting notified under rule 2.1.4 or the remaining proportion of the Performance Period. It will then lapse as to the balance.

8.4 Death

If a Participant dies before the end of the Performance Period, his Award will Vest and be Released on the date of death irrespective of the satisfaction or otherwise of any Performance Condition. Unless the Board decides otherwise, the amount of the Award which Vests will be reduced proportionately to reflect the remaining amount of time until the date of Vesting notified under rule 2.1.4 or the remaining proportion of the Performance Period. It will then lapse as to the balance.

8.5 Meaning of "ceasing to be an employee or director"

For the purposes of this rule 8, a Participant will not be treated as ceasing to be an employee or director of a Member of the Group until he ceases to be an employee or director of all Members of the Group or if he recommences employment with or becomes a director of a Member of the Group within 7 days.

8.6 Leaving employment before Release

8.6.1 Subject to rule 8.6.2 below, a Participant who ceases to be employed by or to be a director of a Member of the Group between the end of the Performance Period and the date of Release, will not lose his Award and rule 5 will apply.

8.6.2 If a Participant is dismissed for gross misconduct between the end of the Performance Period and the date of Release, his Award will lapse immediately on cessation of employment.

8.7 Award not subject to a Performance Condition

If an Award is not subject to a Performance Condition then references in this rule 8 to "the end of the Performance Period" will be substituted by "the date of Vesting notified under rule 2.1.4" and rule 8.6 will not apply.

9 Variations in share capital, demergers and special distributions

9.1 Adjustment of Awards

If there is:

9.1.1 a variation in the equity share capital of the Company, including a capitalisation or rights issue, sub-division, consolidation or reduction of share capital; or

9.1.2 a demerger (in whatever form) or exempt distribution by virtue of Section 1075 of the Corporation Tax Act 2010; or

9.1.3 a special dividend or distribution

the Board may adjust the number or class of Shares or securities comprised in an Award.

9.2 Notice

The Company must notify Participants of any adjustment made under this rule 9.

10 Takeovers and restructurings

10.1 Takeover

10.1.1 Where a person (or a group of persons acting in concert) obtains Control of the Company as a result of making an offer to acquire Shares, an Award Vests, subject to rule 10.1.2, on the date the person obtains Control and will be Released immediately on Vesting. The Board will determine:

- (1) the extent to which any Performance Condition has been satisfied;
- (2) in the case of any Award granted on or after 7 March 2019 whether it is appropriate to adjust (including by reducing to nil) the extent to which the Award would (but for this rule 10.1.1(2)) Vest, if it considers that rule 5.2(a), 5.2(b) or 5.2(c) applies, taking into account such factors as the Board considers relevant; and
- (3) the proportion of the Award which will Vest.

In addition, the amount of the Award which Vests will be reduced proportionately to reflect the remaining amount of time until the date of Vesting notified under rule 2.1.4 or the remaining proportion of the Performance Period.

The Award lapses to the extent that it has not Vested.

10.1.2 An Award will not Vest and be Released under rule 10.1.1 but will be exchanged under rule 11 (Exchange of Awards) if:

- (i) the Board, with the consent of the Acquiring Company, decides before the person obtains Control that Awards will be automatically exchanged; or
- (ii) an offer to exchange Awards is made and accepted by a Participant.

10.2 Scheme of Arrangement

10.2.1 When, under Section 895 of the Companies Act 2006 (or equivalent local legislations), a court sanctions a compromise or arrangement in connection with the acquisition of Shares, an Award Vests, subject to rule 10.2.2, on the date of court sanction and will be Released immediately on Vesting. The Board will determine:

- (1) the extent to which any Performance Condition has been satisfied;
- (2) in the case of any Award granted on or after 7 March 2019 whether it is appropriate to adjust (including by reducing to nil) the extent to which the Award would (but for this rule 10.2.1(2)) Vest, if it considers that rule 5.2(a), 5.2(b) or 5.2(c) applies, taking into account such factors as the Board considers relevant; and
- (3) the proportion of the Award which will Vest.

In addition, the amount of the Award which Vests will be reduced proportionately to reflect the remaining amount of time until the date of Vesting notified under rule 2.1.4 or the remaining proportion of the Performance Period.

The Award lapses to the extent that it has not Vested.

10.2.2 An Award will not Vest and be Released under rule 10.2.1, but will be exchanged under rule 11 (Exchange of Awards) if:

- (i) the Board, with the consent of the Acquiring Company, decides before court sanction that the Awards will be automatically exchanged; or
- (ii) an offer to exchange Awards is made and accepted by a Participant.

10.3 Demerger or other corporate event

If the Board becomes aware that the Company is or is expected to be affected by any demerger, distribution (other than an ordinary dividend) or other transaction not falling within rule 10.1 (Takeover) or 10.2 (Scheme of Arrangement) which, in the opinion of the Board would affect the current or future value of any Award, the Board may allow an Award to Vest and be Released. The Board will determine:

- (1) the extent to which any Performance Condition has been satisfied;
- (2) in the case of any Award granted on or after 7 March 2019 whether it is appropriate to adjust (including by reducing to nil) the extent to which the Award would (but for this rule 10.3(2)) Vest, if it considers that rule 5.2(a), 5.2(b) or 5.2(c) applies, taking into account such factors as the Board considers relevant; and
- (3) the proportion of the Award which will Vest.

In addition, the Board may decide that the Award is reduced pro rata to reflect the remaining amount of time until the date of Vesting notified under rule 2.1.4 or the remaining proportion of the Performance Period. The Award lapses to the extent that it has not Vested.

10.4 Directors

In this rule, "Board" means those people who were members of the remuneration committee of the Company immediately before the change of Control.

10.5 Overseas transfer

If a Participant is transferred to work in another country and, as a result of that transfer he would:

- 10.5.1** suffer a tax disadvantage in relation to his Awards (this being shown to the satisfaction of the Board); or
- 10.5.2** become subject to restrictions on his ability to exercise his Awards or to hold or deal in the Shares or the proceeds of the sale of the Shares acquired on exercise because of the security laws or exchange control laws of the country to which he is transferred

then if the Participant continues to hold an office or employment with a Member of the Group, the Board may decide that the Awards will Vest and be Released on a date they choose before or after the transfer takes effect. The Award will Vest to the extent they permit and will lapse as to the balance.

11 Exchange of Awards

11.1 Exchange

If an Award is to be exchanged under rule 10 (Takeovers and restructurings), the exchange will take place as soon as practicable after the relevant event.

11.2 Exchange terms

Where a Participant is granted a new award in exchange for an existing Award, the new award:

- 11.2.1 must confer a right to acquire shares in the Acquiring Company or another body corporate determined by the Acquiring Company;
- 11.2.2 must be equivalent to the existing Award, subject to rule 11.2.4;
- 11.2.3 is treated as having been acquired at the same time as the existing Award and, subject to rule 11.2.4, Vests and be Released in the same manner and at the same time;
- 11.2.4 must either:
 - (i) be subject to a Performance Condition which is, so far as possible, equivalent to any Performance Condition applying to the existing Award; or
 - (ii) if not subject to any Performance Condition, be in respect of the number of Shares comprised in the existing Award which would have Vested had the existing Performance Condition been applied;
- 11.2.5 is governed by the Plan as if references to Shares were references to the shares over which the new award is granted and references to the Company were references to the Acquiring Company or the body corporate determined under rule 11.2.1.

12 General

12.1 Consistency with remuneration policy

Nothing in these rules or the terms of any Award will oblige the Grantor or any other person to make any remuneration payment or payment for loss of office which would be in breach of Chapter 4A of Part 10 of the Companies Act 2006 (which requires such payments to be within an approved remuneration policy or otherwise approved by shareholders) or to obtain shareholder approval for a change or exception to policy to ensure that any such payment is not in breach.

12.2 Plan limits

12.2.1 Meaning of allocate

For the purposes of this rule 12.2, Shares:

- (i) are “allocated” if they have been issued or may be issued for the purposes of satisfying an Award; and
- (ii) transferred from treasury will be treated as shares issued by the Company for so long as the Board considers it best practice to do so.

12.2.2 10% in 10 years limit

The number of Shares which may be allocated under the Plan on any day must not exceed 10 per cent of the ordinary share capital of the Company in issue immediately before that day, when added to the total number of Shares which have been allocated in the previous 10 years under the Plan and any other employee share plan operated by the Company.

12.2.3 5% in 10 year limit

The number of Shares which may be allocated under the Plan on any day must not exceed 5 per cent of the ordinary share capital of the Company in issue immediately before that day, when added to the total number of Shares which have been allocated in the previous 10 years under the Plan and any other executive (discretionary) share plan adopted by the Company.

12.2.4 Exclusions

- (i) Where the right to acquire Shares is released or lapsed, the Shares concerned are ignored when calculating the limits in this rule 12.2.
- (ii) Shares which were allocated before, or within 42 days after, the admission of the Shares to the Official List of the UK Listing Authority under the plan or any other employee share scheme operated by the Company, are ignored when calculating the limits in this rule 12.2.

12.3 Board's' decisions final and binding

The decision of the Board on the interpretation of the Plan or in any dispute relating to an Award or matter relating to the Plan will be final and conclusive.

12.4 Documents sent to shareholders

The Company may send to Participants copies of any documents or notices normally sent to the holders of its Shares at or around the same time as issuing them to the holders of its Shares.

12.5 Costs

The Company may ask a Participant's employer to bear the costs in respect of an Award to that Participant.

12.6 Regulations

The Board has the power from time to time to make or vary regulations for the administration and operation of the Plan but these must be consistent with these rules.

12.7 Terms of employment

12.7.1 For the purposes of this rule, "**Employee**" means any person who is or will be eligible to be a Participant or any other person.

12.7.2 This rule applies:

- (i) whether the Company has full discretion in the operation of the Plan, or whether the Company could be regarded as being subject to any obligations in the operation of the Plan;
- (ii) during an Employee's employment or employment relationship; and
- (iii) after the termination of an Employee's employment or employment relationship, whether the termination is lawful or unlawful.

12.7.3 Nothing in the rules or the operation of the Plan forms part of the contract of employment or employment relationship of an Employee. The rights and obligations arising from the employment relationship between the Employee and the Company are separate from, and are not affected by, the Plan. Participation in the Plan does

not create any right to, or expectation of, continued employment or a continued employment relationship.

- 12.7.4** The grant of Awards on a particular basis in any year does not create any right to or expectation of the grant of Awards on the same basis, or at all, in any future year.
- 12.7.5** No Employee is entitled to participate in the Plan, or be considered for participation in it, at a particular level or at all. Participation in one operation of the Plan does not imply any right to participate, or to be considered for participation in any later operation of the Plan.
- 12.7.6** Without prejudice to an Employee's right in respect of an Award subject to and in accordance with the express terms of the Plan and the Performance Condition, no Employee has any rights in respect of the exercise or omission to exercise any discretion, or the making or omission to make any decision, relating to the Award. Any and all discretions, decisions or omissions relating to the Award may operate to the disadvantage of the Employee, even if this could be regarded as capricious or unreasonable, or could be regarded as in breach of any implied term between the Employee and his employer, including any implied duty of trust and confidence. Any such implied term is excluded and overridden by this rule.
- 12.7.7** No Employee has any right to compensation for any loss in relation to the Plan, including:
- (i) 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 employment or the employment relationship or the operation of rule 7 (clawback));
 - (ii) any exercise of a discretion or a decision taken in relation to an Award or to the Plan, or any failure to exercise a discretion or take a decision;
 - (iii) the operation, suspension, termination or amendment of the Plan.
- 12.7.8** Participation in the Plan is permitted only on the basis that the Participant accepts all the provisions of its rules, including in particular this rule. By participating in the Plan, an Employee waives all rights under the Plan, other than the right to acquire shares subject to and in accordance with the express terms of the Plan and the Performance Condition, in consideration for and as a condition of, the grant of an Award under the Plan.
- 12.7.9** Nothing in this Plan confers any benefit, right or expectation on a person who is not an Employee. No such third party has any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Plan. This does not affect any other right or remedy of a third party which may exist.
- 12.7.10** Each of the provisions of this rule is entirely separate and independent from each of the other provisions. If any provision is found to be invalid then it will be deemed never to have been part of these rules and to the extent that it is possible to do so, this will not affect the validity or enforceability of any of the remaining provisions.

12.8 Employee trust

The Company and any Subsidiary may provide money to the trustee of any trust or any other person to enable them or him to acquire Shares to be held for the purposes of the Plan, or

enter into any guarantee or indemnity for those purposes, to the extent permitted by Section 682 of the Companies Act 2006.

12.9 Data protection

By participating in the Plan the Participant consents to the holding and processing of personal data provided by the Participant to the Company for all purposes relating to the operation of the Plan. These include, but are not limited to:

- 12.9.1** administering and maintaining Participant records;
- 12.9.2** providing information to trustees of any employee benefit trust, registrars, brokers or third party administrators of the Plan;
- 12.9.3** providing information to future purchasers of the Company or the business in which the Participant works;
- 12.9.4** transferring information about the Participant to a country or territory outside the European Economic Area.

12.10 Consents

All allotments, issues and transfers of Shares will be subject to any necessary consents under any relevant enactments or regulations for the time being in force in the United Kingdom or elsewhere. The Participant will be responsible for complying with any requirements he needs to fulfil in order to obtain or avoid the necessity for any such consent.

12.11 Articles of association

Any Shares acquired under the Plan are subject to the articles of association of the Company from time to time in force.

12.12 Listing

If and so long as the Shares are listed on the Official List of the UK Listing Authority and traded on the London Stock Exchange, the Company will apply for listing of any Shares issued under the Plan as soon as possible.

12.13 Notices

12.13.1 Any notice or other document which has to be given to a person who is or will be eligible to be a Participant under or in connection with the Plan may be:

- (i) delivered or sent by post to him at his home address according to the records of his employing company; or
- (ii) sent by e-mail or fax to any e-mail address or fax number which according to the records of his employing company is used by him;

or in either case such other address which the Company considers appropriate.

12.13.2 Any notice or other document which has to be given to the Company or other duly appointed agent under or in connection with the Plan may be delivered or sent by post to it at its registered office (or such other place as the Board or duly appointed agent may from time to time decide and notify to Participants) or sent by e-mail or fax to any e-mail address or fax number notified to the Participant.

Notices sent by post will be deemed to have been given on the second day after the date of posting. However, notices sent by or to a Participant who is working overseas will be deemed

to have been given on the seventh day after the date of posting. Notices sent by e-mail or fax, in the absence of evidence to the contrary, will be deemed to have been received on the day after sending.

13 Changing the Plan and termination

13.1 Board's' powers

Except as described in the rest of this rule 13, the Board may at any time change the Plan in any way.

13.2 Shareholder approval

13.2.1 Except as described in rule 13.2.2, the Company in general meeting must approve in advance by ordinary resolution any proposed change to the Plan to the advantage of present or future Participants, which relates to the following:

- (i) the persons to or for whom Shares may be provided under the Plan;
- (ii) the limitations on the number of Shares which may be issued under the Plan;
- (iii) the individual limit for each Participant under the Plan;
- (iv) the determination of the Option Price;
- (v) any rights attaching to the Awards and the Shares;
- (vi) the rights of a Participant in the event of a capitalisation issue, rights issue, sub-division or consolidation of shares or reduction or any other variation of capital of the Company;
- (vii) the terms of this rule 13.2.1.

13.2.2 The Board can change the Plan and need not obtain the approval of the Company in general meeting for any minor changes:

- (i) to benefit the administration of the Plan;
- (ii) to comply with or take account of the provisions of any proposed or existing legislation;
- (iii) to take account of any changes to legislation; or
- (iv) to obtain or maintain favourable tax, exchange control or regulatory treatment of the Company, any Subsidiary or any present or future Participant.

13.3 Notice

The Board may give notice of any changes made to any Participant affected.

13.4 Governing law and jurisdiction

English law governs the Plan and all Awards and their construction. The English Courts have non-exclusive jurisdiction in respect of disputes arising under or in connection with the Plan or any Award.

14 Definitions

14.1 Meaning of words used

In these rules:

"Acquiring Company" means a person who obtains Control of the Company;

"Award" means a Conditional Award or an Option;

"Award Date" means the date which the Board sets for the grant of an Award;

"Board" means, subject to rule 10.4 (The Board), the board of directors of the Company or any person or persons to whom it delegates any of its functions under these rules;

"Business Day" means a day on which the London Stock Exchange (or, if relevant and if the Board determines, any stock exchange nominated by the Board on which the Shares are traded) is open for the transaction of business;

"Company" means Computacenter plc;

"Conditional Award" means a conditional right to acquire Shares granted under the Plan;

"Control" has the meaning given to it by Section 995 of the Income Tax Act 2007;

"Dealing Restrictions" means restrictions imposed by statute, order, regulation or Government directive, or by the Model Code, or any code adopted by the Company to comply with share dealing regulations;

"Expiry Date" means the 10th anniversary of date of the 2015 annual general meeting of the Company (the date on which shareholders approved the extension of the Plan).

"Grantor" means the entity which grants Awards under the Plan, which can be:

- (i) the Company; or
- (ii) any Subsidiary; or
- (iii) a trustee of any trust set up for the benefit of employees of any Member of the Group;

"Holding Period" means such period as determined by the Board, beginning on the Vesting Date;

"London Stock Exchange" means London Stock Exchange plc;

"Market Value" on any particular day means the middle market closing price of the Shares taken from the Daily Official List of the London Stock Exchange on the immediately preceding Business Day or the average prices on the 3 immediately preceding Business Days;

"Member of the Group" means:

- (i) the Company;
- (ii) its Subsidiaries from time to time; and
- (iii) any other company which is associated with the Company and is so designated by the Board,

and **"Group"** will be construed accordingly;

"**Model Code**" means the UK Listing Authority Model Code for transactions in securities by Directors, certain employees and persons connected with them;

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

"**Option Price**" means the amount payable on the exercise of an Option, which may be zero, as specified under rule 2.1 (Terms of Awards);

"**Participant**" means a person holding an Award or his personal representatives;

"**Performance Condition**" means any performance condition imposed under rule 1.4 (Performance Conditions);

"**Performance Period**" means the period in respect of which a Performance Condition is to be satisfied;

"**Plan**" means these rules known as "The Computacenter Performance Share Plan 2005" as changed from time to time;

"**Release**" in relation to an Option, means an Option becoming exercisable and in relation to a Conditional Award, means a Participant having the Shares transferred or allotted to him subject to these rules and "**Released**" will be construed accordingly;

"**Shares**" means fully paid ordinary shares in the capital of the Company;

"**Subsidiary**" means a company which is a subsidiary of the Company within the meaning of Section 1159 of the Companies Act 2006;

"**Vesting**" in relation to an Option, means an Option becoming capable of exercise on the date of Release and in relation to a Conditional Award, means a Participant becoming entitled to have the Shares transferred or allotted to him on the date of Release subject to these rules and "**Vested**" will be construed accordingly.

Schedule 1

Options

Options are subject to the rules of the Plan, as varied by this Schedule.

1 Option Price

- 1.1 The Option Price of an Option, which will be determined by the Grantor and approved by the Board, will be specified in the deed referred to in rule 2.1.

2 Cash or Share Settled Option

- 2.1 An Option may be granted on the basis that it will only ever be satisfied in cash or by the issue or transfer of Shares in the manner described in paragraph 6 of this Schedule.

3 Consequences of Release for an Option

- 3.1 Subject to rule 7 (Clawback), a Participant may exercise his Option, to the extent that it has Vested, on any date in the period ending on the tenth anniversary of the Award Date, provided no Dealing Restriction applies, by giving notice in the prescribed form to the Grantor or any person nominated by the Grantor and paying the Option Price (if any). The Option will lapse at the end of that period or, if earlier, on the date the Participant ceases to be an employee or director of a Member of the Group by reason of dismissal for gross misconduct.
- 3.2 Subject to rules 6.4 (Withholding), 7 (Clawback) and 12.10 (Consents), the Grantor will arrange for Shares to be transferred to or issued to the Participant within 30 days of the date on which the Option is exercised.
- 3.3 Subject to rule 7 (Clawback), shares issued on the exercise of an Option will rank equally in all respects with the Shares in issue on the date of allotment. They will not rank for any rights attaching to Shares by reference to a record date preceding the date of allotment. Where Shares are transferred on the exercise of an Option, the Participant will be entitled, subject to rule 7 (Clawback), to all rights attaching to the Shares by reference to a record date on or after the transfer date. The Participant will not be entitled to rights before that date.

4 Consequences of Takeovers and restructurings for an Option

- 4.1 If an Option is Released under rule 10.1.1 or 10.2.1 or earlier, it will lapse on the date that is one month (or such other period as the Board may determine) from the date of the relevant event;
- 4.2 If an Option is Released under rule 10.3, the Board will also determine the period of time during which any Vested Option may be exercised, after which time it will lapse.

5 Adjustment of Options

- 5.1 In the case of Options, if rule 9.1 applies, the Board may also adjust the Option Price.

6 Other ways of satisfying an Option

- 6.1 The Grantor, subject to the approval of the Board, may decide to satisfy an Option by:

- 6.1.1** paying (subject to rule 6.4 (Withholding)) a cash amount which is equal to the amount by which the Market Value of the Shares in respect of which the Option is exercised, as at date of exercise, exceeds the Option Price; or
 - 6.1.2** procuring the issue or transfer of Shares to the value of the cash amount specified above.
- 6.2** Rule 6.3 (Cash alternative) does not apply to Options.
- 6.3** If the Grantor does this, the Participant need not pay the Option Price or, if he has paid it, the Company will repay it to him.

Schedule 2

The rules of the Computacenter Performance Share Plan 2005 shall apply to Awards held by US Participants, as set out in this Schedule 2. Where there is any conflict between the rules and this Schedule, the terms of this Schedule shall prevail.

1 Holding Period

Awards granted under this Schedule 2 may not be made subject to a Holding Period in accordance with rule 1.6 and the rules of the Plan will be construed accordingly.

2 Consequences of Release

The words "as soon as practicable" in the penultimate sentence of rule 6.2 will be replaced with the following words:

"no later than 31 December of the year in which the Option Vests"

3 Leaving in exceptional circumstances

3.1 Rule 8.2 (Leaving in exceptional circumstances) will be renamed as follows:

"8.2 LEAVING IN EXCEPTIONAL CIRCUMSTANCES (AWARDS SUBJECT TO PERFORMANCE CONDITION)."

3.2 A new rule 8.3 will be inserted as follows and the rest of this rule will be renumbered accordingly:

"8.3 LEAVING IN EXCEPTIONAL CIRCUMSTANCES (AWARDS NOT SUBJECT TO PERFORMANCE CONDITION)

8.3.1 If a Participant ceases to be an employee or director of any Member of the Group before the end of the Performance Period for any of the reasons set out below, then his Awards will Vest and be Released immediately. Awards will Vest to the extent described in rule 8.4 and lapse as to the balance. The reasons are:

- (i) ill-health, injury or disability, as established to the satisfaction of the Company;
- (ii) the Participant's employing company ceasing to be under the Control of the Company;
- (iii) a transfer of the undertaking, or the part of the undertaking, in which the Participant works to a person which is neither under the Control of the Company nor a Member of the Group;
- (iv) redundancy, but only in circumstances which give rise to a redundancy payment;
- (v) any other reason, if the Board so decides in any particular case.

8.3.2 Subject to rule 7 (clawback), the Board must exercise any discretion provided for in rule 8.3.1 within 28 days after cessation of the relevant Participant's employment or office and the Award will lapse or Vest (as appropriate) on the

earlier of the date on which the discretion is exercised and the end of the 28 day period.

3.3 Rule 8.3 (which shall have been renumbered rule 8.4 in accordance with paragraph 3.2 above) will be replaced as follows:

“8.4 Restrictions on Vesting

Awards which are subject to a Performance Condition – accelerated Vesting

If the Board determines in accordance with rule 8.2 that an Award which is subject to a Performance Condition will Vest and be released earlier than is determined in accordance with rule 5, the extent to which it Vests:

- (1) shall be determined by the Board taking into account the extent to which the Performance Condition is satisfied and whether it is appropriate to adjust (including by reducing to nil) the extent to which the Award would (but for this rule 8.4(1)) Vest, if it considers that rule 5.2(a), 5.2(b) or 5.2(c) applies, taking into account such factors as the Board considers relevant; and
- (2) unless the Board decides otherwise, will be reduced proportionately to reflect the remaining proportion of the Performance Period,

and the Award will lapse to the extent it does not Vest.

Awards which are subject to a Performance Condition – deferred Vesting

Unless the Board decides otherwise, the amount of the Award which Vests under rule 8.2 and in accordance with rule 5 will be reduced proportionately to reflect the remaining proportion of the Performance Period. It will then lapse as to the balance.

Awards which are not subject to a Performance Condition

If an Award which is not subject to a Performance Condition Vests in accordance with rule 8.3, the extent to which it Vests:

- (1) shall be determined by the Board taking into account whether it is appropriate to adjust (including by reducing to nil) the extent to which the Award would (but for this rule 8.4(1)) Vest, if it considers that rule 5.2(a), 5.2(b) or 5.2(c) applies, taking into account such factors as the Board considers relevant; and
- (2) unless the Board decides otherwise, will be reduced proportionately to reflect the remaining amount of time until the date of Vesting notified under rule 2.1.4,

and the Award will lapse to the extent it does not Vest.

3.4 Rule 8.6.1 will be deleted and replaced with the following wording:

“8.6.1 Subject to rule 8.6.2 below, a Participant who ceases to be employed by a Member of the Group between the end of the Performance Period and the date of Release, will not lose his Award. Instead it will be Released immediately to the extent Vested.

3.5 Rule 8.7 will be deleted.

4 Adjustments of Awards

4.1 No adjustment to the number or class of Shares or securities comprised in an Award is made pursuant to rule 9.1 to the extent that it contravenes section 409A of the US Tax Code.

5 Changing the Plan and Termination

- 5.1** No changes to the Plan may be made pursuant to rule 13 to the extent that it contravenes section 409A of the US Tax Code.

6 Definitions

- 6.1** The meaning of the words used in the Plan as set out in rule 14 will have the same meaning in this Schedule 1 except as set out below:

“**Award**” means an Option and the rules will be construed accordingly;

“**US Participant**” means a person who holds an Award, including his personal representatives, and who is, or maybe, subject to a US tax or social security liability in respect of his Award;

“**US Tax Code**” means the United States Internal Revenue Code of 1986, as amended from time to time;

7 Schedule 1 – options

- 7.1** Paragraph 3.1 of Schedule 1 will be deleted and replaced with the following wording:

“Subject to rule 7 (clawback), a Participant may exercise his Option, to the extent that it has Vested, on any date in the period ending on 31 December of the calendar year in which the Option Vests, provided no Dealing Restriction applies, by giving notice in the prescribed form to the Grantor or any person nominated by the Grantor and paying the Option Price (if any). The Option will lapse at the end of that period or, if earlier, on the date the Participant ceases to be an employee or director of a Member of the Group by reason of dismissal for gross misconduct.”

- 7.2** An additional paragraph 5.4 will be added to paragraph 5 of Schedule 1:

“Where a payment of cash is made pursuant to paragraph 5.1.1, such payment will be made no later than 31 December of the year in which the Option Vests.”

Schedule 3

French Sub-Plan for Awards granted under the rules of the Computacenter Performance Share Plan 2005

This Sub-Plan to the Plan contains the terms which, together with the provisions of the Plan, govern the operation of the Plan insofar as it applies to Awards made to Participants in France. The rules of the Plan as modified by this Sub-Plan constitute the “2018 French Qualified Plan”. This Sub-Plan has been established to enable the Awards granted under this Sub-Plan to qualify for the favourable French income tax and social security regime applicable in France to “qualified” free share awards. However, nothing in this Sub-Plan shall be construed as a guarantee or an undertaking by the Company or any of its Subsidiaries that such a favourable regime will effectively apply.

This Sub-Plan will apply to Participants in the Plan who are or may become subject to French taxation (i.e., income tax and/or social security contributions) on the Awards granted under the Plan, provided that the documentation evidencing the grant of such Award refers to this Sub-Plan.

The rules of the Plan are modified by this Sub-Plan for France in order to comply with the provisions of Articles L. 225-197-1 to L. 225-197-6 of the French Commercial Code. This Sub-Plan shall be construed and operated with that intention.

This Sub-Plan should be read in conjunction with the rules of the Plan and Awards granted under this Sub-Plan are subject to the rules of the Plan except to the extent that the rules of the Plan differ from or conflict with the terms and conditions set out in this Sub-Plan, in which event, the terms set out in this Sub-Plan shall prevail. References in this Sub-Plan to rules are to rules of the Plan and references to paragraphs are to paragraphs of this Sub-Plan.

Initially capitalized terms used herein and which are not defined in paragraph 1 below shall have the meanings ascribed to such terms in the Plan. Reference to the singular shall include reference to the plural.

Under this Sub-Plan, the Participants shall be awarded only Conditional Awards.

The terms and conditions applicable to the Awards granted under this Sub-Plan are the terms and conditions set out in the rules of the Plan, modified as follows.

1 Definitions

“**Acquisition Period**” means the period set by the Grantor of at least one year from the Award Date.

“**Award**” means Conditional Awards granted under the terms and conditions of the 2018 French Qualified Plan.

“**Conditional Award**” means a conditional right to receive, for no consideration, Shares granted under the Plan as amended by this Sub-Plan.

“**Corporate Officer**” means a corporate officer (“*mandataire social*”) within the meaning of the first and second paragraphs of Article L. 225-197-1, II of the French Commercial Code².

“**Disability**” means a disability within the meaning of the second or the third categories of Article L. 341-4 of the French Social Security Code.

“**Sale Restriction Period**” means the period beginning on the Award Date³ and ending on the second anniversary of the Award Date.

2 Eligibility

Only a current salaried employee, as defined by French labor law, or a Corporate Officer of a French Subsidiary of the Company having a capital link as defined in Article L. 225-197-2 of the French Commercial Code⁴ may be granted Awards under the *2018 French Qualified Plan*.

Notwithstanding any other provision of the Plan, Awards shall not be granted to any person who is holding shares representing 10% or more of the Company’s capital at the Award Date or who may hold shares representing 10% or more of the Company’s capital due to the grant of an Award.

3 Number of Shares granted

Notwithstanding any other provision of the Plan, the total number of Shares subject to Awards granted under the 2018 French Qualified Plan shall not exceed 10% of the Company’s share capital.

4 Settlement of Awards

Notwithstanding any other provision of the Plan and notably rule 6.3, the Awards shall only be settled by delivery of Shares and not in cash.

5 Dividend equivalents

Notwithstanding any other provision of the Plan and notably rule 6.2, the Awards granted under this Sub-Plan shall not give rise to the right to any dividend before the Shares are actually delivered to a Participant at the end of the Acquisition Period, including in the form of a dividend equivalent.

² These persons are currently the chairman of the board of directors (*président du conseil d’administration*), the chief executive officer (*directeur général*), the deputy chief executive officers (*directeurs généraux délégués*), the members of the management board (*membres du directoire*) and the manager of a joint-stock company (*gérant d’une société par actions*).

³ These amendments were added on 20 May 2021

⁴ - At least 10% of the share capital of the company employing the Participant is held, directly or indirectly, by the company issuing the shares, or

- The company employing the Participant holds directly or indirectly at least 10% of the company issuing the shares, or
- At least 50% of the share capital of the company employing the Participant is held, directly or indirectly, by a company which holds at least 50% of the share capital of the company issuing the shares.

6 Minimum Acquisition Period before which the transfer of property of Shares cannot occur

Notwithstanding any other provision of the Plan, the Awards granted pursuant to this Sub-Plan shall not Vest and the Shares underlying the Awards shall not be delivered to a Participant before the end of the Acquisition Period, except in the event of death as described below in paragraph 10.

7 Sale restrictions

Notwithstanding any other provisions of the Plan, and in the event the Shares are delivered to the Participant before the second anniversary of the Award Date, the sale of Shares underlying the Awards granted under this Sub-Plan shall not occur during the Sale Restriction Period, except in any event provided for under French law as an exception to this period before which the Shares cannot be sold, and notably in the event of Disability and death as described below in paragraphs 9 and 10.

8 Specific closed periods during which the Shares cannot be disposed of

Notwithstanding any other provision of the Plan, once definitively delivered to the Participant after the end of the Acquisition Period, Shares may not be disposed of within the periods as set forth in Article L. 225-197-1, I of the French Commercial Code⁵.

9 Disability

Notwithstanding any other provision of the Plan, in the event of Disability of a Participant during the Sale Restriction Period, if any, Shares delivered shall become immediately disposable.

10 Death of a Participant

10.1 Death during the Acquisition Period

Notwithstanding any other provision of the Plan, in the event of the death of a Participant during the Acquisition Period, his/her heirs are entitled to request that the numbers of Shares underlying the Awards at the date of death be delivered, provided such request is made within six months from the date of death. Shares delivered shall become immediately disposable.

10.2 Death during the Sale Restriction Period

Notwithstanding any other provision of the Plan, in the event of the death of a Participant during the Sale Restriction Period, if any, the Shares shall become immediately disposable.

⁵ These periods are currently the following:

(i) The period of ten Stock Exchange trading sessions preceding and three Stock Exchange trading sessions following the date on which the consolidated financial statements, or failing that, the annual accounts, are published;

(ii) The period between the date on which the corporate management of the Company becomes aware of information, which, if published, might have a significant effect on the price of the company's shares, and the latest date of the ten Stock Exchange trading sessions following the date on which this information is published.

11 Adjustment of the Award

Notwithstanding any other provision of the Plan, the number of Shares subject to an Award, as well as the number of Shares to be delivered under an Award cannot be adjusted or modified except:

- in cases which would be authorised or rendered compulsory under French law⁶
- in the event of operations performed on the share capital of the Company before the delivery of the Shares; in which case the Company is authorised to adjust the number of Shares to be delivered but only in order to protect the rights of the Participant and to guarantee the neutrality of such operations.

12 Exchange of Shares during the Sale Restriction Period

In the event of an exchange of Shares resulting from a public offer, a merger, a spin-off, a stock-split or a reverse stock split operation performed during the Sale Restriction Period described in paragraph 7 above, such Sale Restriction Period remains applicable to the shares received in the exchange for the time period remaining at the date of the exchange⁷.

13 Definitive Delivery of the Shares

Notwithstanding any other provision of the Plan and notably rule 7.2, once delivered to the Participant (or to his or her heirs) after the end of the Acquisition Period, the Shares are definitively delivered and cannot be cancelled or rescinded and a Participant cannot be forced to return the Shares.

14 Voluntary deferral of the Award

Notwithstanding any other provision of the Plan, the Company cannot require or permit the Participants to defer the receipt or issuance of Shares.

15 Changes to the 2018 French Qualified Plan

The Board may at any time amend the Sub-Plan, provided that no such amendment shall adversely affect the rights of any Participant, without the Participant's consent and provided that such amendments are not inconsistent with French law and, in particular, French legislation regarding the granting of free share awards, as defined in Articles L. 225-197-1 to L. 225-197-6 of the French Commercial Code and French Labor law.

16 Period during which Awards can be granted

No Awards can be granted under this Sub-Plan more than 76 months after the date on which the Company has obtained shareholder approval of the 2018 French Qualified Plan.

⁶ Currently, article L. 225-197-1 III of the French Commercial Code provides that shares or Awards can be exchanged without any cash consideration in the event of a merger or spin-off operation performed during the Acquisition Period or during the Sale Restriction Period, if any.

⁷ Additionally, if the shares are brought to a company or an investment trust whose capital exclusively consist of shares or equities derivatives giving a right to access to share capital issued by the company or an affiliated company as defined at article L. 225-197-2 of the French Commercial Code, the Sale Restriction Period remains applicable to the shares received in exchange of the contribution for the time period remaining at the date of the contribution.

17 Participant account

The Shares delivered under this Sub-Plan shall be held in an account in the name of the Participant with the Company or a broker or in such manner as the Company may otherwise determine to ensure compliance with this Sub-Plan.

18 Non-transferability of the Award

Notwithstanding any other provision of the Plan, Awards shall not be transferred or otherwise disposed of, except in the event of death as described above in paragraph 10.

19 Severability

The terms and conditions provided in the Sub-Plan are severable and if any one or more provisions are determined to be illegal or otherwise unenforceable under French law, in whole or in part, the remaining provisions shall nevertheless be binding and enforceable.

Schedule 4

CALIFORNIA PLAN

(For California Residents Only)

Adopted by the Board 20 May, 2021

This Schedule 4 to the Computacenter Performance Share Plan 2005 the ("Plan") shall have application only to Awards granted to participants who are residents of the State of California ("California Participants") and the terms of the Plan (including any and all applicable schedules, including Schedule 2) shall be incorporated into this Schedule 4 as if the Plan together with this Schedule 4 formed a new plan for purposes of issuances of Awards to Participants in the state of California ("Schedule 4"). This Schedule 4 is intended to comply with sections 260.140.41, 260.140.42, 260.140.45 and 260.140.46 of the California Code of Regulations, as amended from time to time. Where there is any conflict between the rules of the Plan and this Schedule 4, the terms of this Schedule 4 shall prevail. Capitalized terms not otherwise defined in this Schedule 4 shall have the same meanings ascribed thereto in the Plan. **Notwithstanding any other provision of the Plan to the contrary and to the extent required by applicable law, the following terms and conditions shall apply to all Awards granted to residents of the State of California under this Schedule 4 and the Plan, until such time as the Shares subject to such Awards become a "listed security" under the Securities Act of 1933 (the "Securities Act"):**

1. Options granted pursuant to this Schedule 4 shall have a term of not more than ten years from the Award Date and the rules of the Plan will be construed accordingly.
2. The following new rule 12.2.4 will be added to rule 12 (and the existing rule 12.2.4 will be re-numbered as rule 12.2.5: "Subject to any adjustments under rule 9 (amended as set out below), no more than 10% of Shares (which are authorized and outstanding as of the date the Plan is approved by shareholders) may be used to satisfy Awards granted to all California Participants."
3. Awards shall be nontransferable other than by will or the laws of descent and distribution. Notwithstanding the foregoing, and to the extent permitted by rule 3.2 of the Plan, the Board, in its discretion, may permit transfer of an award to a revocable trust or as otherwise permitted by Rule 701 of the Securities Act.
4. Unless employment or services are terminated for cause, the right to exercise an Option (other than a nil-cost Option) in the event of termination of service, to the extent that the Participant is otherwise entitled to exercise an Option on the date of such termination of service, shall be:
 - (a) at least six months from the date of such Participant's termination of service if termination was caused by death or disability; and
 - (b) at least 30 days from the date of such Participant's termination of service if termination of service was caused by other than death or disability;
 - (c) but in no event later than the expiration date of the term of the Option.
5. No award may be granted to a resident of California more than ten years after the Board adopts this Schedule 4.

6. The provisions of rule 7.1 7.2 and 7.3.7 relating to clawback after Release, will not be applicable with respect to Awards granted to California Participants to the extent that such provisions would be unenforceable in California pursuant to Cal. Lab Code 226 or otherwise.
7. The following new rule 9.1 will apply in substitution for rule 9.1: “The number of Shares subject to an Award and/or the limit on the use of Shares set out in rule 12.2.4, will (in the event of any variation of the share capital of the Company including a stock split, reverse stock split, stock dividend, recapitalization, combination, reclassification or distribution of the Shares) and may (in the event of a demerger, delisting, special dividend or other event which may, in the opinion of the Board, affect the current or future value of Shares) be proportionately adjusted in such manner as the Board determines.”
8. If the Plan is not approved by the Company’s shareholders within the period of 12 months before or after the date this Schedule 4 is adopted by the Board, the grant of any Awards under Schedule 4 will not be in accordance with the Regulations and will be of no effect and no Californian Participant will be entitled to any compensation or entitlement in respect of their Award.