

RULES OF THE PERTEMPS NETWORK GROUP LIMITED  
SHARE INCENTIVE PLAN

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1. **DEFINITIONS**

1.1 The following words and expressions have the following meanings:

- “Accumulation Period”** in relation to Partnership Shares, the period during which the Trustees accumulate a Qualifying Employee’s Partnership Share Money before acquiring Partnership Shares or repaying it to the employee
- “Acquisition Date”** (a) in relation to Partnership Shares, where there is no Accumulation Period, the meaning given by paragraph 50(4) of the Schedule; and  
(b) in relation to Partnership Shares, where there is an Accumulation Period, the meaning given by paragraph 52(5) of the Schedule  
(c) in relation to Dividend Shares, the meaning given by paragraph 66(4) of the Schedule
- “Associated Company”** the same meaning as in paragraph 94 of the Schedule
- “Award Date”** in relation to Free and Matching Shares, the date on which such Shares are awarded
- “Award”** (a) in relation to Free and Matching Shares, the appropriation of Free and Matching Shares in accordance with the Plan; and  
(b) in relation to Partnership Shares, the acquisition of Partnership Shares on behalf of Qualifying Employees in accordance with the Plan
- “Capital Receipt”** the same meaning as in section 502 of ITEPA 2003
- “Close Company”** the same meaning as in section 989 of ITA 2007
- “Company”** Pertemps Network Group Limited CRN 07776671
- “Connected Company”** the same meaning as in paragraph 18(3) of the Schedule
- “Control”** the same meaning as in section 719 of ITEPA 2003
- “CTA 2010”** the Corporation Tax Act 2010
- “Dealing Day”** a day on which the Recognised Stock Exchange is open for the transaction of business
- “Deed”** Trust Deed of The Pertemps Network Group Limited Share Incentive Plan
- “Directors”** the board of directors of the Company (or a duly authorised committee)

<b>“Dividend Shares”</b>	Shares acquired on behalf of a Participant from reinvestment of dividends under Rule 8 of the Plan and which are subject to the Plan
<b>“Free Share Agreement”</b>	an agreement in the terms set out in Appendix B (and as amended by the Directors from time to time)
<b>“Free Shares”</b>	Shares awarded under Rule 5 of the Plan which are subject to the Plan
<b>“Group Plan”</b>	the Plan as established by Pertemps Network Group Limited and extending to its Subsidiaries which are Participating Companies
<b>“Holding Period”</b>	<ul style="list-style-type: none"> <li>(a) in relation to Free Shares, the period specified by the Company as mentioned in Rule 5.12;</li> <li>(b) in relation to Matching Shares, the period specified by the Company as mentioned in Rule 7.5; and</li> <li>(c) in relation to Dividend Shares, the period of 3 years from the Acquisition Date</li> </ul>
<b>“Initial Market Value”</b>	the Market Value of a Share on an Award Date. Where the Share is subject to a restriction or risk of forfeiture, the Market Value shall be determined without reference to that restriction or risk
<b>“ITA 2007”</b>	the Income Tax Act 2007
<b>“ITEPA 2003”</b>	the Income Tax (Earnings and Pensions) Act 2003
<b>“ITTOIA 2005”</b>	the Income Tax (Trading and Other Income) Act 2005

**“Market Value”**

in relation to a Share on a given date:

- (a) if shares in the Company of the same class as the Shares are then quoted on a Recognised Stock Exchange and
  - (i) all of the Shares in respect which an Award is to be made are purchased in the market over 5 or fewer consecutive Dealing Days ending on the Award Date (or in the case of Partnership Shares and Dividend Shares, the Acquisition Date), the average of the prices at which such shares were so purchased (and for these purposes an Award of Matching Shares and the corresponding acquisition of Partnership Shares with which they are matched, shall be treated as one award of Shares); or
  - (ii) if all the Shares are not so purchased, the closing quotation of a Share on such Recognised Stock Exchange the Dealing Day immediately preceding the date of the Award; and
- (b) in any other case, determined in accordance with the provisions of Part VIII of the Taxation of Chargeable Gains Act 1992 and agreed for the purposes of the Plan with HM Revenue & Customs Shares and Assets Valuation on or before that day;

PROVIDED that the market value of Shares subject to a restriction shall be determined as if they were not subject to the restriction

**“Matching Shares”**

Shares awarded under Rule 7 of the Plan and which are subject to the Plan

**“NICs”**

National Insurance Contributions

**“Participant”**

an individual who has received under the Plan an Award of Free Shares, Matching Shares or Partnership Shares, or on whose behalf Dividend Shares have been acquired

**“Participating Company”**

the Company and such of its Subsidiaries as have executed deeds of adherence to the Plan under Clause 16 of the Trust Deed

**“Partnership Shares”**

Shares awarded under Rule 6 of the Plan and which are subject to the Plan

**“Partnership Share Agreement”**

an agreement in the terms set out in Appendix A and entitled “Partnership Share Agreement” (and as amended by the Directors from time to time)

<b>“Partnership Share Money”</b>	money deducted from a Qualifying Employee’s Salary pursuant to a Partnership Share Agreement and held by the Trustees to acquire Partnership Shares or to be returned to such a person
<b>“Performance Allowance”</b>	the criteria for an Award of Free Shares where: (a) whether Shares are awarded; or (b) the number or value of Shares awarded is conditional on performance targets being met
<b>“Plan”</b>	The Pertemps Network Group Limited Share Incentive Plan
<b>“Plan Shares”</b>	(a) Free Shares, Matching Shares or Partnership Shares awarded to Participants; (b) Dividend Shares acquired on behalf of Participants; and (c) shares in relation to which paragraph 87(1) (consequences of company reconstructions) of the Schedule applies that remain subject to the Plan
<b>“Plan Termination Notice”</b>	a notice issued under paragraph 89 of the Schedule
<b>“Qualifying Company”</b>	the same meaning as in paragraph 17 of the Schedule
<b>“Qualifying Corporate Bond”</b>	the same meaning as in section 117 of the Taxation of Chargeable Gains Act 1992
<b>“Qualifying Employee”</b>	an employee who must be invited to participate in an award in accordance with Rule 3.3 and any employee who the Company has invited in accordance with Rule 3.4
<b>“Qualifying Period”</b>	(a) in the case of Free Shares such period as the Directors shall decide in relation to each Award, such period not exceeding 18 months ending with the date on which the Award is made (b) in the case of Partnership Shares and Matching Shares where there is an Accumulation Period such period as the Directors shall decide in relation to each Award, such period not exceeding 6 months ending with the start of the Accumulation Period (c) in the case of Partnership Shares and Matching Shares where there is no Accumulation Period, such period as the Directors shall decide in relation to each Award, such period not exceeding 18 months ending with the deduction of Partnership Share Money relating to the Award
<b>“Recognised Stock Exchange”</b>	has the meaning given to it by section 1005 of ITA 2007

<b>“Redundancy”</b>	the same meaning as in the Employment Rights Act 1996
<b>“Relevant Employment”</b>	employment by the Company or any Associated Company
<b>“Rules”</b>	the rules of the Plan
<b>“Salary”</b>	the same meaning as in paragraph 43(4) of the Schedule
<b>“Schedule”</b>	Schedule 2 to ITEPA 2003
<b>“Shares”</b>	A Ordinary Shares of £0.01 each in the capital of the Company which comply with the conditions set out in paragraph 25 of the Schedule and which are subject to the rights and restrictions as set out in the Company’s Articles of Association.
<b>“SIP”</b>	a share incentive plan within the meaning of section 488(4) of ITEPA 2003
<b>“Subsidiary”</b>	any company which is for the time being under the Control of the Company
<b>“Tax Year”</b>	a year beginning on 6 April and ending on the following 5 April
<b>“Trustees”</b>	the Trustees or Trustee of the Plan, including a corporate Trustee
<b>“Trustee Director”</b>	a director or officer of a corporate Trustee
<b>“Trust Fund”</b>	all assets transferred to the Trustees to be held on the terms of the Trust Deed and the assets from time to time representing such assets, including any accumulations of income
<b>“the Trust Period”</b>	the period of 125 years beginning with the date of the Deed

1.2 References to any Act, or Part, Chapter, or section (including ITEPA 2003, ITTOIA 2005, ITA 2007 and CTA 2010) shall include any statutory modification, amendment or re-enactment of that Act, for the time being in force.

1.3 Words of the feminine gender shall include the masculine and vice versa and words in the singular shall include the plural and vice versa unless, in either case, the context otherwise requires or it is otherwise stated.

**2. PURPOSE OF THE PLAN**

The purpose of the Plan is to enable employees of Participating Companies to acquire shares in a company which give them a continuing stake in that company.

**3. ELIGIBILITY OF INDIVIDUALS**

3.1 Individuals are eligible to participate in an Award only if:

- (a) they are employees of a Participating Company;
  - (b) they have been employees of a Qualifying Company at all times during any Qualifying Period.
  - (c) they are eligible on the date(s) set out in paragraph 14(1) of the Schedule; and
  - (d) they do not fail to be eligible under Rules 3.2
- 3.2 Individuals are not eligible to participate in an Award of Free Shares, Partnership Shares or Matching Shares in any Tax Year if in that Tax Year they are at the same time participating in an award under another plan established by the Company or a Connected Company and approved under the Schedule, or if they would have received such an award but for their failure to meet a performance target (see Rule 5.5). If the Qualifying Employee participates in an Award in a Tax Year in which he has already participated in an award of shares under one or more share incentive plans approved under the Schedule and established by the Company or a Connected Company then the limits specified in Rule 5.4 and 6.3 apply as if the Plan and the other plan or plans were a single plan as required by paragraph 18A of the Schedule.

**Employees who must be invited to participate in Awards**

- 3.3 Individuals shall be eligible to receive an Award of Shares under the Plan if they meet the requirements in Rule 3.1 and are chargeable to income tax in respect of their employment as a UK resident taxpayer (within the meaning of paragraph 8(2) of the Schedule). In this case they shall be invited to participate in any Awards of Free Shares, Partnership Shares or Matching Shares, and acquisitions of Dividend Shares, as are set out in the Plan.

**Employees who may be invited to participate in Awards**

- 3.4 The Company may also invite any employee who meets the requirements in Rule 3.1 to participate in any Award of Free Shares, Partnership Shares or Matching Shares, and acquisitions of Dividend Shares, as are set out in the Plan.

**4. PARTICIPATION ON SAME TERMS**

- 4.1 Every Qualifying Employee shall be invited to participate in an Award on the same terms. All who do participate in an Award shall do so on the same terms.
- 4.2 The Company may make an Award of Free Shares to Qualifying Employees by reference to their remuneration, length of service or hours worked.
- 4.3 The Company may make an Award of Free Shares to Qualifying Employees by reference to their performance as set out in Rule 5.5.

**5. FREE SHARES**

- 5.1 Every Qualifying Employee shall enter into an agreement with the Company (a "Free Share Agreement") in the terms of Appendix B to these Rules.
- 5.2 The Trustees, acting with the prior consent of the Company, may from time to time award Free Shares.
- 5.3 The number of Free Shares to be awarded by the Trustees to each Qualifying Employee on an Award Date shall be determined by the Company in accordance with this Rule and Rule 4.

### **Maximum annual Award**

- 5.4 The Initial Market Value of the Free Shares awarded to a Qualifying Employee in any Tax Year shall not exceed £3,600 (or such other amount as is stated in paragraph 46(1) of the Schedule).

### **Allocation of Free Shares by reference to performance**

- 5.5 The Company may stipulate that the number of Free Shares (if any) to be awarded to each Qualifying Employee on a given Award Date shall be determined by reference to Performance Allowances.
- 5.6 If Performance Allowances are used, they shall apply to all Qualifying Employees.
- 5.7 (a) Performance Allowances shall be determined by reference to such fair and objective criteria (performance targets) relating to business results as the Company shall determine over such period as the Company shall specify;
- (b) performance targets must be set for performance units of one or more employees; and
- (c) for the purposes of an Award of Free Shares an employee must not be a member of more than one performance unit.
- 5.8 Where the Company decides to use Performance Allowances it shall, as soon as reasonably practicable:
- (a) notify each employee participating in the Award of the performance targets and measures which, under the Plan, shall be used to determine the number or value of Free Shares awarded to him; and
- (b) notify all Qualifying Employees of the Company or, in the case of a Group Plan, of any Participating Company, in general terms, of the performance targets and measures to be used to determine the number or value of Free Shares to be awarded to each Participant in the Award.
- 5.9 The Company shall determine the number of Free Shares (if any) to be awarded to each Qualifying Employee by reference to performance using Method 1 or Method 2. The same method shall be used for all Qualifying Employees for each Award.

### **Performance Allowances: Method 1**

- 5.10 By this Method:
- (a) at least 20% of Free Shares awarded in any performance period shall be awarded without reference to performance;
- (b) the remaining Free Shares shall be awarded by reference to performance; and
- (c) the highest Award made to an individual by reference to performance in any period shall be no more than four times the highest Award to an individual without reference to performance.

If this Method is used:

- the Free Shares awarded without reference to performance (paragraph (a) above) shall be awarded on the same terms mentioned in Rule 4; and
- the Free Shares awarded by reference to performance (paragraph (b) above) need not be allocated on the same terms mentioned in Rule 4.

## **Performance Allowances: Method 2**

5.11 By this method:

- (a) some or all Free Shares shall be awarded by reference to performance;
- (b) the Award of Free Shares to Qualifying Employees who are members of the same performance unit shall be made on the same terms, as mentioned in Rule 4; and
- (c) Free Shares awarded for each performance unit shall be treated as separate Awards.

## **Holding Period for Free Shares**

5.12 The Company shall, in relation to each Award Date, specify a Holding Period throughout which a Participant shall be bound by the terms of the Free Share Agreement.

5.13 The Holding Period shall, in relation to each Award, be a specified period of not less than 3 years nor more than 5 years, beginning with the Award Date and shall be the same for all Participants who receive an Award at the same time. The Holding Period shall not be increased in respect of Free Shares already awarded under the Plan.

5.14 A Participant may during the Holding Period direct the Trustees:

- (a) to accept an offer for any of their Free Shares if the acceptance or agreement shall result in a new holding being equated with those shares for the purposes of capital gains tax; or
- (b) to accept an offer of a Qualifying Corporate Bond (whether alone or with other assets or cash or both) for their Free Shares if the offer forms part of such a general offer as is mentioned in paragraph (c); or
- (c) to accept an offer of cash, with or without other assets, for their Free Shares if the offer forms part of a general offer which is made to holders of shares of the same class as their shares, or to holders of shares in the same company, and which is made in the first instance on a condition such that if it is satisfied the person making the offer shall have control of that company, within the meaning of sections 450 and 451 of CTA 2010; or
- (d) to exercise a right, if in the case of a takeover offer (as defined in section 974 of the Companies Act 2006) there arises a right under section 983 of that Act to require the offeror to acquire the Participant's Free Shares, or such of them as are of a particular class; or
- (e) to agree to a transaction affecting their Free Shares or such of them as are of a particular class, if the transaction would be entered into pursuant to a compromise, arrangement or scheme applicable to or affecting:
  - (i) all of the ordinary share capital of the Company or, as the case may be, all the shares of the class in question; or
  - (ii) all the shares, or all the shares of the class in question, which are held by a class of shareholders identified otherwise than by reference to their employment or their participation in a plan approved under the Schedule.

5.15 The obligations of the Participant with respect to the Holding Period will end:

- (a) if the Participant ceases to be in Relevant Employment and this may lead to forfeiture of the Free Shares;

- (b) if the Company terminates the Plan in accordance with clause 23 of the Deed and the Participant has consented to the transfer of the Shares to the Participant.
- 5.16 The Company may stipulate that the number of Free Shares awarded to a Qualifying Employee may be forfeited in the circumstances set out in the Free Share Agreement provided that any provision for forfeiture shall comply with the requirements of Rule 10.

**6. PARTNERSHIP SHARES**

- 6.1 The Company may at any time invite every Qualifying Employee to enter into an agreement with the Company (a "Partnership Share Agreement").
- 6.2 Partnership Shares shall not be subject to any provision under which they may be forfeit other than in accordance with paragraphs 43 2(B) and 2(C) of the Schedule.

**Maximum amount of deductions**

- 6.3 The amount of Partnership Share Money deducted from an employee's Salary shall not exceed £1,800 in a Tax Year (or such other amount as is stated in paragraph 46(1) of the Schedule). If there is an Accumulation Period, the Company may set a maximum monthly amount that may be deducted from an employee's Salary and this shall be set before the start of any Accumulation Period and stated in the Partnership Share Agreement.
- 6.4 The amount of Partnership Share Money deducted in a Tax Year must not exceed 10% of the employee's Salary for that Tax Year (or such other percentage as is stated in paragraph 46(2) of the Schedule).
- 6.5 Any amount deducted in excess of that allowed by Rule 6.3 or 6.4 shall be paid over to the employee, subject to both deduction of income tax under PAYE and NICs, as soon as practicable.

**Minimum amount of deductions**

- 6.6 The minimum amount to be deducted under the Partnership Share Agreement on any occasion shall be the same in relation to all Partnership Share Agreements entered into in response to invitations issued on the same occasion. It shall not be greater than £10.

**Notice of possible effect of deductions on benefit entitlement**

- 6.7 Every Partnership Share Agreement shall contain a notice under paragraph 48 of the Schedule.

**Restriction imposed on number of Shares awarded**

- 6.8 The Company may specify the maximum number of Shares to be included in an Award of Partnership Shares.
- 6.9 The Partnership Share Agreement shall contain an undertaking by the Company to notify each Qualifying Employee of any restriction on the number of Shares to be included in an Award.
- 6.10 The notification in Rule 6.9 above shall be given:
- (a) if there is no Accumulation Period, before the deduction of the Partnership Share Money relating to the Award; and

- (b) if there is an Accumulation Period, before the beginning of the Accumulation Period relating to the Award.

**Plan with no Accumulation Period**

- 6.11 The Trustees shall acquire Shares on behalf of the Qualifying Employee using the Partnership Share Money. They shall acquire the Shares on the Acquisition Date. The number of Shares awarded to each employee shall be determined in accordance with the Market Value of the Shares on that date.

**Plan with Accumulation Period**

- 6.12 If there is an Accumulation Period, the Trustees shall acquire Shares on behalf of the Qualifying Employee, on the Acquisition Date, using the Partnership Share Money.
- 6.13 The Partnership Share Agreement shall state whether the number of Shares acquired on behalf of each Participant shall be determined by reference to:
  - (a) the Market Value of the Shares at the beginning of the Accumulation Period; or
  - (b) the Market Value of the Shares on the Acquisition Date; or
  - (c) the lower of the Market Value of the Shares at the beginning of the Accumulation Period and the Market Value of the Shares on the Acquisition Date.
- 6.14 If a transaction occurs during an Accumulation Period which results in a new holding of shares being equated for the purposes of capital gains tax with any of the shares to be acquired under the Partnership Share Agreement, the employee may agree that the Partnership Share Agreement shall have effect after the time of that transaction as if it were an agreement for the purchase of shares comprised in the new holding.

**Surplus Partnership Share Money**

- 6.15 Any surplus Partnership Share Money remaining after the acquisition of Shares by the Trustees:
  - (a) may, with the agreement of the Participant, be carried forward to the next Accumulation Period or if there is no Accumulation Period to the next deduction; and
  - (b) in any other case, shall be paid over to the Participant, subject to both deduction of income tax under PAYE and NICs, as soon as practicable.

**Scaling down**

- 6.16 If the Company receives applications for Partnership Shares exceeding the Award maximum determined in accordance with Rule 6.8 then the following steps shall be taken in sequence until the excess is eliminated.
  - Step 1.** the excess of the monthly deduction chosen by each applicant over £10.00 shall be reduced pro rata;
  - Step 2.** all monthly deductions shall be reduced to £10.00;
  - Step 3.** applications shall be selected by lot, each based on a monthly deduction of £10.00.

Each application shall be deemed to have been modified or withdrawn in accordance with the foregoing provisions, and each employee who has applied for Partnership Shares shall be notified of the change.

### **Withdrawal from Partnership Share Agreement**

- 6.17 An employee may withdraw from a Partnership Share Agreement at any time by notice in writing to the Company. Unless a later date is specified in the notice, such a notice shall take effect 30 days after the Company receives it. Any Partnership Share Money then held on behalf of an employee shall be paid over to that employee as soon as practicable. This payment shall be subject to income tax under PAYE and NICs.

### **Repayment of Partnership Share Money on withdrawal of approval or Termination**

- 6.18 If approval to the Plan is withdrawn or a Plan Termination Notice is issued in respect of the Plan, any Partnership Share Money held on behalf of employees shall be repaid to them as soon as practicable, subject to deduction of income tax under PAYE, and NICs.

### **Notice to stop or change deductions**

- 6.19 An employee may at any time give notice in writing to the Company directing the Company to procure that deductions being made from his Salary pursuant to a Partnership Share Agreement be stopped or the amount of those deductions varied subject to the limits in Rules 6.3 and 6.4.
- 6.20 If an employee has given a notice to stop his deductions pursuant to Rule 6.19 he may (on one occasion only in any Accumulation Period) subsequently give notice in writing to the Company directing the Company to procure that deductions are again made pursuant to the Partnership Share Agreement.
- 6.21 If an employee has given a notice to vary his deductions pursuant to Rule 6.19 he may (on one occasion only in any Accumulation Period) subsequently give notice in writing to the Company directing the Company to procure that deductions are varied again.
- 6.22 Unless an employee specifies a later date in any such notice, the Company shall procure that:
- (a) within 30 days of receiving a notice given pursuant to Rule 6.19 no further deductions shall be made or the amount of the deductions shall be altered as the case may be; and
  - (b) if a notice is given pursuant to Rule 6.20 the first deduction made thereafter shall be made not later than the date on which the first deduction is due to be made under the relevant Partnership Share Agreement more than 30 days after the receipt of such a notice; and
  - (c) if a notice is given pursuant to Rules 6.21 the alteration to the amount of the first deduction made thereafter shall be made not later than the date on which the first deduction is due to be made under the relevant Partnership Share Agreement more than 30 days after the receipt of such a notice; and
- 6.23 An employee may not make up any deduction that has been missed in consequence of him having given such notices.

## **7. MATCHING SHARES**

- 7.1 The Partnership Share Agreement sets out the basis on which a Participant is entitled to Matching Shares in accordance with this part of the Rules.

### **General requirements for Matching Shares**

- 7.2 Matching Shares shall:

- (a) be Shares of the same class and carrying the same rights as the Partnership Shares to which they relate;
- (b) subject to Rule 7.4, be awarded on the same day as the Partnership Shares to which they relate are acquired on behalf of the Participant; and
- (c) be awarded to all Participants on exactly the same basis.

**Ratio of Matching Shares to Partnership Shares**

- 7.3 The Partnership Share Agreement shall specify the ratio of Matching Shares to Partnership Shares for the time being offered by the Company and that ratio shall not exceed 2:1 (or such other ratio as is stated in paragraph 60(2) of the Schedule). The Company may vary the ratio before Partnership Shares are acquired. Employees shall be notified of the terms of any such variation before the Partnership Shares are awarded under the Partnership Share Agreement.
- 7.4 If the Partnership Shares on that day are not sufficient to produce a Matching Share, the match shall be made when sufficient Partnership Shares have been acquired to allow at least one Matching Share to be appropriated.

**Holding Period for Matching Shares**

- 7.5 The Company shall, in relation to each Award Date, specify a Holding Period throughout which a Participant shall be bound by the terms of the Partnership Share Agreement.
- 7.6 The Holding Period shall, in relation to each Award, be a specified period of not less than 3 years nor more than 5 years, beginning with the Award Date and shall be the same for all Participants who receive an Award at the same time. The Holding Period shall not be increased in respect of Matching Shares awarded under the Plan.
- 7.7 A Participant may during the Holding Period direct the Trustees:
  - (a) to accept an offer for any of their Matching Shares if the acceptance or agreement shall result in a new holding being equated with those original Shares for the purposes of capital gains tax; or
  - (b) to accept an offer of a Qualifying Corporate Bond (whether alone or with other assets or cash or both) for their Matching Shares if the offer forms part of such a general offer as is mentioned in paragraph (c); or
  - (c) to accept an offer of cash, with or without other assets, for their Matching Shares if the offer forms part of a general offer which is made to holders of shares of the same class as their Shares or to the holders of shares in the same company, and which is made in the first instance on a condition such that if it is satisfied the person making the offer shall have control of that company, within the meaning of sections 450 and 451 of CTA 2010; or
  - (d) to exercise a right, if in the case of a takeover offer (as defined in section 974 of the Companies Act 2006) there arises a rights under section 983 of that Act to require the offeror to acquire the Participant's Free Shares, or such of them as are of a particular class; or
  - (e) to agree to a transaction affecting their Matching Shares or such of them as are of a particular class, if the transaction would be entered into pursuant to a compromise, arrangement or scheme applicable to or affecting;
    - (i) all of the ordinary share capital of the Company or, as the case may be, all the shares of the class in question; or

- (ii) all the shares, or all the shares of the class in question, which are held by a class of shareholders identified otherwise than by reference to their employment or their participation in a plan approved under the Schedule.
- 7.8 The obligations of the Participant with respect to the Holding Period will end:
  - (a) if the Participant ceases to be in Relevant Employment and this may lead to the forfeiture of the Matching Shares;
  - (b) if the Company terminates the Plan in accordance with Clause 23 of the Deed and the Participant has consented to the transfer of the Shares to the Participant.
- 7.9 The Company may stipulate that the number of Matching Shares awarded to a Qualifying Employee may be forfeited in the circumstances set out in the Partnership Share Agreement provided that any provision for forfeiture shall comply with the requirements of Rule 10.

## **8. DIVIDEND SHARES**

### **Reinvestment of cash dividends**

- 8.1 The Free Share Agreement or Partnership Share Agreement, as appropriate, shall set out the rights and obligations of Participants receiving Dividend Shares under the Plan.
- 8.2 The Company may direct that any cash dividend in respect of Plan Shares held on behalf of Participants may be applied in acquiring further Plan Shares on their behalf.
- 8.3 Dividend Shares shall be Shares:
  - (a) of the same class and carrying the same rights as the Shares in respect of which the dividend is paid; and
  - (b) which are not subject to any provision for forfeiture.
- 8.4 The Company may decide to:
  - (a) apply the Specified Percentage of all Participants' dividends to acquire Dividend Shares;
  - (b) to pay all dividends in cash to all Participants; or
  - (c) to offer Participants the choice of either (a) or (b) above.
- 8.5 The Company may revoke any direction for reinvestment of cash dividends.
- 8.6 The Specified Percentage referred to in Rule 8.4(a) may be an amount up to and including 100 per cent. and may from time to time be modified by the Company. The Dividend Shares are those acquired under this Plan and those acquired under any other plan approved under the Schedule. In exercising their powers in relation to the acquisition of Dividend Shares the Trustees must treat Participants fairly and equally.
- 8.7 The Trustees shall apply the Specified Percentage of the cash dividend to acquire Shares on behalf of the Participant on the Acquisition Date. The number of Dividend Shares acquired on behalf of each Participant shall be determined by the Market Value of the Shares on the Acquisition Date.

### **Certain amounts not reinvested to be carried forward**

- 8.8 Any amount that is not reinvested because the amount of the cash dividend is insufficient to acquire a Share may be retained by the Trustees and carried forward to be added to the amount of the next cash dividend to be reinvested.

- 8.9 If the Participant ceases to be in Relevant Employment or a Plan Termination Notice is issued the amount shall be repaid to the Participant as soon as practicable. On making such a payment, the Participant shall be provided with the information specified in paragraph 80(4) of the Schedule.

**Holding Period for Dividend Shares**

- 8.10 The Holding Period shall be a period of 3 years, beginning with the Acquisition Date.
- 8.11 A Participant may during the Holding Period direct the Trustees:
- (a) to accept an offer for any of their Dividend Shares if the acceptance or agreement shall result in a new holding being equated with those shares for the purposes of capital gains tax; or
  - (b) to accept an offer of a Qualifying Corporate Bond (whether alone or with other assets or cash or both) for their Dividend Shares if the offer forms part of such a general offer as is mentioned in paragraph (c); or
  - (c) to accept an offer of cash, with or without other assets, for their Dividend Shares if the offer forms part of a general offer which is made to holders of shares of the same class as their shares or to holders of shares in the same company, and which is made in the first instance on a condition such that if it is satisfied the person making the offer shall have control of that company, within the meaning of sections 450 and 451 of CTA 2010; or
  - (d) to agree to a transaction affecting their Dividend Shares or such of them as are of a particular class, if the transaction would be entered into pursuant to a compromise, arrangement or scheme applicable to or affecting:
    - (i) all of the ordinary share capital of the Company or, as the case may be, all the shares of the class in question; or
    - (ii) all the shares, or all the shares of the class in question, which are held by a class of shareholders identified otherwise than by reference to their employment or their participation in a plan approved under the Schedule.
- 8.12 Where a Participant is charged to tax in the event of their Dividend Shares ceasing to be subject to the Plan, they shall be provided with the information specified in paragraph 80(4) of the Schedule.

**9. COMPANY RECONSTRUCTIONS**

- 9.1 The following provisions of this Rule apply if there occurs in relation to any of a Participant's Plan Shares (referred to in this Rule as "the Original Holding"):
- (a) a transaction which results in a new holding (referred to in this Rule as "the New Holding") being equated with the Original Holding for the purposes of capital gains tax; or
  - (b) a transaction which would have that result but for the fact that what would be the new holding consists of or includes a Qualifying Corporate Bond.
- 9.2 If an issue of shares of any of the following description (in respect of which a charge to income tax arises) is made as part of a company reconstruction, those shares shall be treated for the purposes of this Rule as not forming part of the New Holding:
- (a) redeemable shares or securities issued as mentioned in paragraph C or D in section 1000(1) of CTA 2010;

- (b) share capital issued in circumstances such that section 1022(3) CTA 2010 (bonus issues) applies; or
- (c) share capital to which section 410 ITTOIA 2005 (stock dividends) applies that is issued in a case where subsection (2) or (3) of that section applies.

9.3 In this Rule:

“Corresponding Shares” in relation to any New Shares, means the Shares in respect of which the New Shares are issued or which the New Shares otherwise represent.

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

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

9.5 For the purposes of the Plan:

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

9.6 In the context of a New Holding, any reference in this Rule to shares includes securities and rights of any description which form part of the New Holding for the purposes of Chapter II of Part IV of the Taxation of Chargeable Gains Act 1992.

**10. PROVISION FOR FORFEITURE**

10.1 The Company may determine that Free Shares or Matching Shares to be awarded at an Award Date shall, subject to Rules 10.2 to 10.9, be subject to forfeiture in the following circumstances only:

- (a) on the Participant ceasing to be in Relevant Employment at any time within 3 years of the relevant Award Date;
- (b) on the Participant withdrawing the shares from the plan in that period; or
- (c) in the case of Matching Shares, on the Participant withdrawing the Partnership Shares in respect of which those shares were awarded from the Plan within that period

10.2 No forfeiture shall occur if an event referred to in Rule 10.1 above arises by reason of the Participant ceasing to be in Relevant Employment:

- (a) because of injury or disability;
- (b) on being dismissed by reason of Redundancy or by reason of a transfer to which the Transfer of Undertakings (Protection of Employment) Regulations 2006 apply;
- (c) if the Relevant Employment is employment by an Associated Company, by reason of a change of control or other circumstances ending that company’s status as an Associated Company;
- (d) by reason of the Participant’s retirement; or

- (e) on the Participant's death.
- 10.3 No forfeiture shall occur if an event referred to in Rule 10.1 above arises by reason of Shares being withdrawn from the plan (the "relevant shares") as a result of any of the following circumstances:
- (a) a transaction resulting from a compromise, arrangement or scheme falling within subsection 498(9) ITEPA 2003 (a "compromise"); or
  - (b) an offer forming part of a general offer falling within subsection 498(10) ITEPA 2003 (a "general offer"); or
  - (c) the application of sections 979 to 982 or 983 to 985 of the Companies Act 2006 (a "takeover offer"); or
  - (d) if as a result of any of the circumstances set out in this Rule 10.3, the participant receives cash (and no other assets) in exchange for the relevant shares (a "cash offer").
- 10.4 Rule 10.3 shall not apply to the relevant shares (or a proportion of them) if:
- (a) in connection with a compromise, a general offer, a takeover offer or a cash offer, a course of action was open to the Participant which, had it been followed would have resulted in other assets being received in exchange for the relevant shares (or a proportion of them) instead of cash; or
  - (b) if it is reasonable to suppose that the relevant shares (or a proportion of them) would not have been awarded to the Participant had the compromise, general offer, takeover offer or cash offer not been made, or had any arrangements for the making of the compromise, general offer, takeover offer or cash offer not been in place or under consideration.
- 10.5 Forfeiture shall not be linked to the performance of any person or persons.
- 10.6 The same provision for forfeiture shall apply in relation to all Free or Matching Shares included in the same Award under the Plan.
- 10.7 The Company shall inform all Qualifying Employees of any provision for forfeiture in respect of any proposed Award at least 14 days before the closure date for return by Participants of signed Free Share Agreements or Partnership Share Agreements in respect of that Award.
- 10.8 No provision for forfeiture may be made in respect of Partnership Shares or Dividend Shares other than as permitted by the Schedule.
- 10.9 Where shares are subject to forfeiture under the terms of this Rule they shall be constituted Unawarded Shares under the terms of the Trust.

## **11. RIGHTS ISSUES**

- 11.1 Any shares or securities allotted under Clause 12 of the Trust Deed shall be treated as Plan Shares identical to the shares in respect of which the rights were conferred. They shall be treated as if they were awarded to or acquired on behalf of the Participant under the Plan in the same way and at the same time as those shares.
- 11.2 Rule 11.1 does not apply:
- (a) to shares and securities allotted as the result of taking up a rights issue where the funds to exercise those rights were obtained otherwise than by virtue of the Trustees disposing of rights in accordance with this Rule; or

- (b) where the rights to a share issue attributed to Plan Shares are different from the rights attributed to other ordinary shares of the Company.

**12. RELATIONSHIP WITH EMPLOYMENT CONTRACTS**

- 12.1 Nothing in the Trust Deed or this Plan shall in any way be construed as imposing upon a Participating Company a contractual obligation as between the Participating Company and any Qualifying Employee to contribute or to continue to contribute to the Plan or (subject to Rules 3 and 4) to make any Award to Qualifying Employees in general.
- 12.2 In no circumstances shall any person who has ceased to be an employee of the Company or any Subsidiary by reason of dismissal or otherwise howsoever or who is under notice of termination of his employment be entitled to claim as against any Participating Company or Subsidiary or the Trustee any compensation for or in respect of any consequential loss he may suffer by reason of the operation of the terms of the Plan or of the provisions of CTA 2010, ITEPA 2003 or the Schedule.



**The Pertemps Network Group Limited Share Incentive Plan ("THE PLAN"):**

**PARTNERSHIP SHARE AGREEMENT**

PLEASE READ THE WHOLE OF THE AGREEMENT BEFORE SIGNING

This agreement is between:

BLOCK CAPITALS PLEASE

<b>Participant ("the Participant")</b>  <i>And</i>	Full Name	
	Home Address	
	National Insurance Number <i>(see payslip)</i>	
<b>Pertemps Network Group Limited ("the Company")</b>  <i>And</i>	Registered Address	Meriden Hall, Main Road, Meriden, Warwickshire CV7 7PT
	Registered Number	07776671
<b>Pertemps Trustees Limited CRN 02192821 with registered office Meriden Hall, Main Road, Meriden, Coventry, CV7 7PT ("the Trustees")</b>		

**This agreement sets out the terms on which the Participant agrees to take part under the terms of the Plan and is subject to the Rules of the Plan and the Company's Articles of Association. The definitions in the Rules of the Plan apply to this agreement.**

**NOTICE TO PARTICIPANT ABOUT POSSIBLE EFFECT ON BENEFITS**

Deductions from your pay to buy Partnership Shares under this agreement may affect your entitlement to, or the level of, some contributory social security benefits, statutory maternity pay and statutory sick pay.

They may also have a similar effect in respect of some contributory social security benefits paid to your spouse or civil partner.

With this agreement you should have been given information on the effect of deductions from your pay to buy Partnership Shares on entitlement to social security benefits, statutory sick pay and statutory maternity pay. The effect is particularly significant if your earnings are brought below the lower earnings limit for National Insurance purposes, and is explained in the information: it is therefore important that you read it. If you have not been given a copy, ask your employer for it. Otherwise a copy may be obtained from any office of HM Revenue and Customs the Department for Works and Pensions, or, in Northern Ireland, the Department for Social Development. You should take the information you have been given into account in deciding whether to buy Partnership Shares.

Alternatively you can download the leaflet IR177 from the HMRC website, at the following link:  
<https://www.gov.uk/government/publications/share-incentive-plans-and-your-entitlement-to-benefits-ir177>

## PARTICIPANT

1. I irrevocably agree to allow my employer to deduct the following amount per month / per week\* from my Salary (enter amount in box) each month commencing **January, 2015**.

£	<i>Insert amount between £10 and £150 per month and not more than 10% of salary where paying monthly and between £10 and £34.61 per week and not more than 10% of salary if paying weekly</i>
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*Note:*

\* Delete as appropriate. Payments will be per month where you are paid monthly and per week if you are paid weekly. Salary includes cash bonuses but not the value of any non-cash items. The total cannot exceed the lesser of £1,800 or 10% of salary in any tax year.

2. I agree that these deductions will be used to buy Partnership Shares in Pertemps Network Group Limited for me. I agree that the Trustees will accumulate my deductions from **January 2015 to December 2015** and buy Partnership Shares in Pertemps Network Group Limited for me after the end of the Accumulation Period on the Acquisition Date.
3. I understand that the number of Partnership Shares acquired on my behalf shall be determined by reference to the Market Value of the Shares on the Acquisition Date.
4. I agree to accept Matching Shares in Pertemps Network Group Limited awarded to me under the Plan and leave them in the hands of the Trustees, and not to assign, charge or otherwise dispose of my beneficial interest in the shares for the whole of the Holding Period of 5 years.
5. I agree that all dividends paid on my shares will be (please tick either of the following):

paid into my bank / building society account; or

used by the Trustees to buy more shares in the Company for me according to the Rules of the Plan.

6. If I accept Dividend Shares in Pertemps Network Group Limited bought for me, then I agree to leave them in the hands of the Trustees, and not to assign, charge or otherwise dispose of my beneficial interest in the shares for the whole of the Holding Period of 3 years.
7. I understand that shares may fall in value as well as rise.
8. I have read this agreement and The Pertemps Network Group Limited Share Incentive Plan Information Summary and I agree to be bound by this agreement, the rules of the Plan and the Company's Articles of Association (as amended from time to time).

## COMPANY

9. The Company agrees to arrange for shares in Pertemps Network group Limited to be bought for me, according to the Rules of the Plan.
10. The Company agrees to provide 1 Matching Share for every 1 Partnership Share.
11. The Company undertakes to notify me of any restriction on the number of Partnership Shares available in the Award and, before the end of any Accumulation Period, to notify me of any change to the Matching Share offer.

## TRUSTEE

12. The Trustees agrees to keep my Salary deductions in a designated bank account complying with the Trust Deed and Rules until they are used to buy shares in Pertemps Network Group Limited for me.

### **Rights and Obligations**

13. I agree that taking part in the Plan does not affect my rights, entitlements and obligations under my contract of employment, and does not give me any rights or additional rights to compensation or damages if my employment ceases.
14. I may stop the deductions from my Salary at any time or begin them again, by writing to my employer, but I may not make up any amounts missed when deductions were stopped.
15. I agree that the deductions from my Salary, or the number of shares that I receive may be scaled down if the limit on the number of shares set by the Company for this award is exceeded.
16. I may ask the Trustees for my Partnership Shares at any time, but I may have to pay income tax and National Insurance Contributions when they are taken out of the Plan.
17. I agree to allow the Trustees to sell some or all of my shares to pay any income tax and National Insurance Contributions in respect of my shares ceasing to be subject to the Plan, unless I provide them in advance with sufficient funds to pay these amounts.
18. I agree that any Salary deductions not used to buy shares will at the discretion of the Trustees be repaid to me after the deduction of any necessary income tax or National Insurance Contributions, or will be carried forward and added to the next deduction or Accumulation Period.
19. If there is a rights issue, I agree to allow the Trustees to sell some of the rights attached to my shares in the Plan, in order to fund the exercise of the rights attached to other shares held by me in the Plan.
20. I can at any time withdraw from this agreement by writing to my employer. Any unused deductions will be returned to me after the deduction of any necessary income tax or National Insurance Contributions.
21. I agree that withdrawal from this agreement will not affect the terms on which I agreed to buy shares already held for me under the Plan.

### **Accumulation Period**

22. The Accumulation Period shall come to an end in accordance with the Rules and in any event if the Company is sold but this agreement shall continue until terminated by any party giving notice to the others.
23. I may only restart deductions once in every Accumulation Period or change the amount of deductions twice in every Accumulation Period.

### **Matching Shares**

24. The ratio of Matching Shares to Partnership Shares is 1 Matching Share for every 1 Partnership Share and may be varied by the Company in its sole discretion. If the ratio varies the Company will notify me before the Partnership Shares are bought for me.
25. I will lose my Matching Shares if, within three years from the date of the Award: (i) I withdraw the Partnership Shares in respect of which the Matching Shares were awarded or (ii) I cease to be in Relevant Employment, unless the employment ceases for one of the following reasons:
  - (a) injury or disability;
  - (b) redundancy;
  - (c) transfer of employment to which the Transfer of Undertakings (Protection of Employment) Regulations 2006 apply;
  - (d) if the Relevant Employment is employment by an Associated Company, by reason of a change of control or other circumstances ending that company's status as an Associated Company;
  - (e) retirement; or
  - (f) death.

### **Partnership Share Money held by Trustees**

26. The Trustees are under no obligation to keep the deductions in an interest-bearing account, but if they do, they will pay the interest to me.

### **Dividend Reinvestment**

27. The Company will either pay any dividends to my nominated bank/building society account, or may acquire further shares (Dividend Shares) for me according to the Rules of the Plan.
28. Any amount not used to buy shares shall be carried forward and added to the next cash dividend to be reinvested, or paid into my nominated bank/building society account.

**Holding Period: Matching shares**

29. I understand that my obligations during the Holding Period will end:
- (a) if I cease to be in Relevant Employment, and this may lead to forfeiture of my Matching Shares;
  - (b) if the Company terminates the Plan in accordance with Clause 23 of the Deed and I have consented to the transfer of the Shares to me.
30. I understand that my obligations under the Holding Period are subject to:
- (a) the right of the Trustees to sell my shares to meet PAYE obligations;
  - (b) the Trustees accepting at my direction an offer for my shares in accordance with the Plan.

**Data Protection**

31. I consent to the holding, processing and disclosure by the Company and any of its subsidiaries of any personal data relating to me for the purpose of my participation in the Plan and to the transfer of such data to third parties for the purpose of administering the Plan. These include but are not limited to:
- (a) administering and maintaining Participant records;
  - (b) providing information to the Trustees, a Plan administrator, a custodian, registrar or broker; and
  - (c) providing information to any future purchasers of the Company for which I work or the business in which I work.
32. I agree that the Company, the Trustees and its agents may disclose to the Company and/or to my employer all such information relating to me and my participation in the Plan as shall, in the opinion of any of those persons be necessary to enable my employer to comply with the requirements of PAYE and National Insurance Contributions.

**Acknowledgements**

33. I have noted that: the decision to participate in the Plan is strictly personal and will not have any positive or negative impact on my employment within Pertemps Network Group Limited. This acquisition form or any other document provided or made available to me in the context of Plan does not modify in any way the terms of my work contract or my situation within Pertemps Network Group Limited. The opportunity to participate in the Plan or actual participation in this plan does not in any way whatsoever presuppose the existence of future plans or the opportunity to participate in them.
34. Documents in relation to the Plan are provided to you for information purposes only, and neither Pertemps Network Group Limited nor any subsidiary, by way of these documents is providing you with, nor intends to provide you with, any financial or investment-related advice. You should consult an independent legal and/or tax adviser if you have any doubts on what decision to take with respect to the Plan.
35. I acknowledge that my instruction to purchase Pertemps Network Group Limited shares is irrevocable, subject to the Rules of the Plan.

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I have read this agreement and agree to be bound by it and by the Rules of the Plan.

Signature: \_\_\_\_\_ ©

Date: \_\_\_ / \_\_\_ / \_\_\_ ©

**The Pertemps Network Group Limited Share Incentive Plan ("THE PLAN"):  
FREE SHARE AGREEMENT**

PLEASE READ THE WHOLE OF THE AGREEMENT BEFORE SIGNING

This agreement is between:

BLOCK CAPITALS PLEASE

<b>Participant ("the Participant")</b>  <i>and</i>	Full Name	
	Home Address	
	National Insurance Number  <i>(see payslip)</i>	
<b>Pertemps Network Group Limited ("the Company")</b>  <i>and</i>	Registered Address	Meriden Hall, Main Road, Meriden, Warwickshire, CV7 7PT
	Registered Number	07776671
<b>Pertemps Trustees Limited CRN 02192821 with registered office Meriden Hall, Main Road, Meriden, Coventry, CV7 7PT ("the Trustees")</b>		

This agreement sets out the terms on which the Participant agrees to take part under the terms of the Plan and is subject to the Rules of the Plan. The definitions in the Rules of the Plan apply to this agreement.

**PARTICIPANT**

- I agree to accept Free Shares in Pertemps Network Group Limited awarded to me under the Plan, including any future awards.
- I agree to leave the Free Shares in the hands of the Trustees, and not to assign, charge or otherwise dispose of my beneficial interest in the shares for the whole of the Holding Period of three years.
- I agree that all dividends paid on my shares will be:

paid into my bank / building society account; or

be used by the Trustees to buy more shares in the Company for me according to the Rules of the Plan.

- If I accept Dividend Shares in Pertemps Network Group Limited bought for me, then I agree to leave them in the hands of the Trustees, and not to assign, charge or otherwise dispose of my beneficial interest in the shares for the whole of the Holding Period of 3 years.

**COMPANY**

- The Company agrees to arrange for shares in Pertemps Network Group Limited to be awarded to me, according to the Rules of the Plan.

**Rights and Obligations**

1. I agree that taking part in the Plan does not affect my rights, entitlements and obligations under my contract of employment, and does not give me any rights or additional rights to compensation or damages if my employment ceases.
2. I agree to allow the Trustees to sell some or all of my shares to pay any income tax and National Insurance Contributions in respect of my shares ceasing to be subject to the Plan, unless I provide them in advance with sufficient funds to pay these amounts.
3. If there is a rights issue, I agree to allow the Trustees to sell some of the rights attached to my shares in the Plan, in order to fund the exercise of the rights attached to other shares held by me in the Plan.
4. I can at any time withdraw from this agreement, by writing to my employer.
5. I agree that withdrawal from this agreement will not affect the terms on which I agreed to accept any shares that have already been awarded to me under the terms of the Plan.
6. I understand that my obligations during the Holding Period will end:
  - (a) if I cease to be in Relevant Employment and this may lead to forfeiture of the Free Shares;
  - (b) if the Company terminates the Plan in accordance with Clause 23 of the Deed and I have consented to the transfer of the Shares to myself.
7. I understand that my obligations under the Holding Period are subject to:
  - (a) the right of the Trustees to sell my shares to meet PAYE obligations;
  - (b) the Trustees accepting at my direction an offer for my shares in accordance with the Plan.
9. I will lose my Free Shares if within three years from the date of the Award I cease to be in Relevant Employment, unless the employment ceased for one of the following reasons:
  - (a) injury or disability;
  - (b) redundancy;
  - (c) transfer of employment to which The Transfer of Undertaking (Protection of Employment) Regulations 2006 apply;
  - (d) change of control or other circumstances ending the associated company status of the employer company;
  - (e) retirement; or
  - (f) death.

#### **Dividend Reinvestment**

10. The Company will either pay any dividends to my nominated bank/building society account, or may acquire further shares (Dividend Shares) for me according to the Rules of the Plan.
11. Any amount not used to buy shares shall be carried forward and added to the next cash dividend to be reinvested, or paid into my nominated bank/building society account.

#### **Data Protection**

12. I consent to the holding, processing and disclosure by the Company and any of its subsidiaries of any personal data relating to me for the purpose of my participation in the Plan and to the transfer of such data to third parties for the purpose of administering the Plan. These include but are not limited to:
  - (a) administering and maintaining Participant records;
  - (b) providing information to the Trustees, a Plan administrator, a custodian, registrar or broker;  
and
  - (c) providing information to any future purchasers of the Company for which I work or the business in which I work.
13. I agree that the Company, the Trustees and its agents may disclose to the Company and/or to my employer all such information relating to me and my participation in the Plan as shall, in the opinion of any of those persons be necessary to enable my employer to comply with the requirements of PAYE and National Insurance Contributions.

**Acknowledgements**

- 14. I have noted that the decision to participate in the Plan is strictly personal and will not have any positive or negative impact on my employment within Pertemps Network Group Limited. This acquisition form or any other document provided or made available to me in the context of Plan does not modify in any way the terms of my work contract or my situation within Pertemps Network Group Limited. The opportunity to participate in the Plan or actual participation in this plan does not in any way whatsoever presuppose the existence of future plans or the opportunity to participate in them.
- 15. Documents in relation to the Plan are provided to you for information purposes only, and neither Pertemps Network Group Limited nor any subsidiary, by way of these documents is providing you with, nor intends to provide you with, any financial or investment-related advice. You should consult an independent legal and/or tax adviser if you have any doubts on what decision to take with respect to the Plan.
- 16. I acknowledge that my instruction to purchase Pertemps Network Group Limited shares is irrevocable, subject to the Rules of the Plan.

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I have read this agreement and agree to be bound by it and by the Rules of the Plan.

**Signature:** \_\_\_\_\_ **C**

**Date:** \_\_\_ / \_\_\_ / \_\_\_ **C**

**Withdrawing from The Pertemps Network Group Limited Share Incentive Plan (the 'Plan')**

To: Pertemps (Trustees) Limited as agent for my employing company

<b>Full Name:</b>	
<b>Address:</b>	
<b>National Insurance Number:</b>	

As a Participant in the Plan, I hereby give notice that I wish to withdraw from my Partnership Share Agreement.

This withdrawal is to be effective as soon as possible.

I fully understand that any of my previous salary deductions, held by the Trustee of the Plan and not used for the purchase of Partnership Shares, will be returned to me through my employing company payroll and any such sum is subject to income tax and National Insurance Contributions.

Signed .....

Dated.....

**Stopping Contributions but staying in The Pertemps Network Group Limited  
Share Incentive Plan (the 'Plan')**

To: Pertemps (Trustees) Limited as agent for my employing company

<b>Full Name:</b>	
<b>Address:</b>	
<b>National Insurance Number:</b>	

As a participant in the Plan, I hereby give notice that whilst I wish to remain a Participant in the Plan, but I wish to stop, until further notice, my monthly contribution to the Plan.

I understand that any of my previous unused salary deductions will remain in the Plan until they are used or I withdraw from the Plan.

I understand that the Company will act on this notice within 30 days of its receipt and that I can re-start contributions at a later date by completing a 'Restarting Monthly Contributions' form.

Signed .....

Dated.....