

COMPUTACENTER PLC

RULES OF THE COMPUTACENTER PERFORMANCE SHARE PLAN 2005

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Board of Directors' Adoption: 8 March 2005

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Amended by Board of Directors ●

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Rules of Computacenter Performance Share Plan 2005

1 Granting Awards

1.1 Approval of ~~Directors~~the Board

Any Awards granted under the Plan must be approved in advance by the ~~Directors~~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 ~~Directors consider~~Board considers that special circumstances exist, an Award may not be granted to an employee who, on the Award Date:

1.2.1 has given or received notice of termination of employment, whether or not such termination is lawful; or

1.2.2 if this is lawful, is within six months of his anticipated retirement date.

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 day after the announcement of the Company's results through a regulatory information service for any period;

1.3.3 any day on which the ~~Directors resolve~~Board resolves that exceptional circumstances exist which justify the grant of Awards;

1.3.4 any day on which changes to the legislation or regulations affecting share plans are announced, effected or made; or

1.3.5 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. A Performance Condition must be ~~objective and~~ 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 ~~Directors~~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 objective, 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 [DirectorsBoard](#) 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 to the extent that any condition is satisfied or waived.

1.6 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.

1.7 No payment

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

1.8 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.

1.9 Administrative errors

If the Grantor tries to grant an Award which is inconsistent with rule 4 (Individual limit) or rule 11.1 (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 [DirectorsBoard](#), 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 whether the Participant is entitled to receive any cash or Shares under rule 6.2 (Dividend equivalent);
- 2.1.6 any other condition specified under rule 1.5 (Other conditions).

3 Rights of Participants before Vesting

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 DirectorsBoard, subject to any terms and conditions the ~~Directors impose~~Board imposes.

4 Individual limits

4.1 ~~One times salary~~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 ~~one~~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 ~~Directors determine~~Board determines that exceptional circumstances exist, the limit in this rule may be exceeded up to a maximum of ~~two~~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 DirectorsBoard on a date chosen by the DirectorsBoard.

5 Vesting of Awards

5.1 Determination of Performance Condition

As soon as reasonably practicable after the end of the Performance Period, the DirectorsBoard will determine whether and to what extent any Performance Condition has been satisfied and how many Shares Vest for each Award.

5.2 Timing of Vesting

Awards which are not subject to a Performance Condition will vest on the date of Vesting notified under rule 2.1.4.

Where an Award is subject to a Performance Condition, subject to rules 1.5 (Other conditions), 7 (Leaving the Group before Vesting) and 9 (Takeovers and restructurings), an Award Vests on the date on which the ~~Directors make their~~Board makes its determination under rule 5.1.

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

5.3 Lapse

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

6 Consequences of Vesting

6.1 Conditional Awards

Within 30 days of Vesting 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 (as determined by the Grantor with the consent of the ~~Directors~~Board) equal in value to the dividends which were payable on the number of Vested Shares during the Performance Period ("dividend equivalents"), subject to rule 6.4 (Withholding). Dividend equivalents will be delivered to any relevant Participant as soon as practicable after Vesting. 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 ~~Directors~~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 Leaving employment during the Performance Period

7.1 General rule on leaving employment

7.1.1 Unless rule 7.2 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.

7.1.2 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 7.2.1(i) to 7.2.1(vi) below, the DirectorsBoard may decide that his Award will lapse immediately on the date of notice.

7.2 Leaving in exceptional circumstances

7.2.1 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 in accordance with rule 5 (Vesting of Awards). However, the DirectorsBoard may decide that the Award should Vest either immediately or on any other date. Awards will Vest to the extent described in rule 7.3 and lapse as to the balance. The reasons are:

- (i) ill-health, injury or disability, as established to the satisfaction of the Company;
- (ii) retirement at normal retirement age or early 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 DirectorsBoard so ~~decide~~decides in any particular case.

7.2.2 The DirectorsBoard must exercise any discretion provided for in rule 7.2.1 within 28 days after cessation of the relevant Participants 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.

7.3 Restriction on Vesting

Unless the ~~Directors decide~~Board decides otherwise, the amount of the Award which Vests under rule 7.2 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.

7.4 Death

If a Participant dies before the end of the Performance Period, his Award will Vest on the date of death irrespective of the satisfaction or otherwise of any Performance Condition. Unless the ~~Directors decide~~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.

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

For the purposes of this rule 7, 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.

7.6 Leaving employment before Vesting

7.6.1 Subject to rule 7.6.2 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 Vesting, will not lose his Award and rule 5 will apply.

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

7.7 Award not subject to a Performance Condition

If an Award is not subject to a Performance Condition then references in this rule 7 to “the end of the Performance Period” will be substituted by “the date of Vesting notified under rule 2.1.4” and rule 7.6 will not apply.

8 Variations in share capital, demergers and special distributions

8.1 Adjustment of Awards

If there is:

8.1.1 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

8.1.2 a demerger (in whatever form) or exempt distribution by virtue of Section 213 of the Income and Corporation Taxes Act 1988; or

8.1.3 a special dividend or distribution

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

8.2 Notice

The Company must notify Participants of any adjustment made under this rule 8.

9 Takeovers and restructurings

9.1 Takeover

9.1.1 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 9.1.2, on the date the person obtains Control. The DirectorsBoard will determine the extent to which any Performance Condition has been satisfied and 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.

9.1.2 An Award will not Vest under rule 9.1.1 but will be exchanged under rule 10 (Exchange of Awards) if:

- (i) the ~~Directors~~Board, with the consent of the Acquiring Company, ~~decide~~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.

9.2 Scheme of Arrangement

9.2.1 When, under Section 425 of the Companies Act 1985 (or equivalent local legislations), a court sanctions a compromise or arrangement in connection with the acquisition of Shares, an Award Vests, subject to rule 9.2.2, on the date of court sanction. The ~~Directors~~Board will determine the extent to which any Performance Condition has been satisfied and 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.

9.2.2 An Award will not Vest under rule 9.2.1, but will be exchanged under rule 10 (Exchange of Awards) if:

- (i) the ~~Directors~~Board, with the consent of the Acquiring Company, ~~decide~~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.

9.3 Demerger or other corporate event

If the ~~Directors~~become~~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 9.1 (Takeover) or 9.2 (Scheme of Arrangement) which, in the opinion of the ~~Directors~~Board would affect the current or future value of any Award, the ~~Directors~~Board may allow an Award to Vest. The ~~Directors~~Board will determine the extent to which any Performance Condition has been satisfied and the proportion of the Award which will Vest. In addition, the ~~Directors~~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.

9.4 Directors

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

9.5 Overseas transfer

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

- 9.5.1 suffer a tax disadvantage in relation to his Awards (this being shown to the satisfaction of the ~~Directors~~Board); or

9.5.2 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 ~~Directors~~Board may decide that the Awards will Vest 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.

10 Exchange of Awards

10.1 Exchange

If an Award is to be exchanged under rule 9 (Takeovers and restructurings), the exchange will take place as soon as practicable after the relevant event.

10.2 Exchange terms

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

10.2.1 must confer a right to acquire shares in the Acquiring Company or another body corporate determined by the Acquiring Company;

10.2.2 must be equivalent to the existing Award, subject to rule 10.2.4;

10.2.3 is treated as having been acquired at the same time as the existing Award and, subject to rule 10.2.4, Vests in the same manner and at the same time;

10.2.4 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;

10.2.5 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 10.2.1.

11 General

11.1 Plan limits

11.1.1 Meaning of allocate

For the purposes of this rule 11.1, Shares are "allocated" if they have been issued or may be issued for the purposes of satisfying an Award.

11.1.2 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.

11.1.3 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.

11.1.4 Exclusions

- (i) Where the right to acquire Shares is released or lapsed, the Shares concerned are ignored when calculating the limits in this rule 11.1.
- (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 11.1.

11.2 **Directors' Board's' decisions final and binding**

The decision of the ~~Directors~~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.

11.3 **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.

11.4 **Costs**

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

11.5 **Regulations**

The ~~Directors have~~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.

11.6 **Terms of employment**

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

11.6.2 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.

- 11.6.3** 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.
- 11.6.4** 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.
- 11.6.5** 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.
- 11.6.6** 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.
- 11.6.7** 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);
 - (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.
- 11.6.8** 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.
- 11.6.9** 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.
- 11.6.10** 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.

11.7 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 153 of the Companies Act 1985.

11.8 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:

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

11.9 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.

11.10 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.

11.11 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.

11.12 Notices

11.12.1 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.

11.12.2 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 [DirectorsBoard](#) 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.

12 Changing the Plan and termination

12.1 [Directors'Board's](#) powers

Except as described in the rest of this rule 12, the [DirectorsBoard](#) may at any time change the Plan in any way.

12.2 Shareholder approval

12.2.1 Except as described in rule 12.2.2, 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 12.2.1.

12.2.2 The [DirectorsBoard](#) 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.

12.3 Notice

The [DirectorsBoard](#) may give notice of any changes made to any Participant affected.

12.4 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.

13 Definitions

13.1 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 ~~Directors set~~Board sets for the grant of an Award;

~~"Board" means, subject to rule 9.4 (The Board), the board of directors of the Company or a duly authorised committee;~~

"**Business Day**" means a day on which the London Stock Exchange (or, if relevant and if the ~~Directors determine~~Board determines, any stock exchange nominated by the ~~Directors~~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 840 of the Income and Corporation Taxes Act 1988;

"**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;

~~"Directors" means, subject to rule (Directors), the board of directors of the Company or a duly authorised committee;~~

"**Expiry Date**" means the 10th anniversary of shareholder approval 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;

"**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 ~~Directors~~Board;

"**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;

"**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 736 of the Companies Act 1985;

"**Vesting**" in relation to an Option, means an Option becoming exercisable and in relation to a Conditional Award, means a Participant becoming entitled to have the Shares transferred or allotted to him subject to these rules.

Schedule

Options

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

1 Option Price

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

2 Cash or Share Settled Option

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 5 of this Schedule.

3 Consequences of Vesting for an Option

- (a) A Participant may exercise his Option, to the extent that it has Vested, on any date in the three months period of seven years following Vesting, 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.
- (b) Subject to rules 6.4 (Withholding) and 11.9 (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.
- (c) 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 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 Adjustment of Options

In the case of Options, if rule 8.1 applies, the DirectorsBoard may also adjust the Option Price.

5 Other ways of satisfying an Option

The Grantor, subject to the approval of the DirectorsBoard, may decide to satisfy an Option by:

- 5.1.1 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
- 5.1.2 procuring the issue or transfer of Shares to the value of the cash amount specified above.

Rule 6.3 (Cash alternative) does not apply to Options.

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.

