

# 1 + 1 Sharing in Our Future Plan (Plan) (Hong Kong)

## Terms and Conditions

These terms and conditions apply between you, Kingfisher plc (the “Company”) and the Computershare Group (Administrator) and form part of your agreement to participate in the Plan, along with the rules of the Plan. Words used in these terms and conditions and not otherwise defined will have the meaning given to them in the rules of the Plan. In the event of any conflict between these terms and conditions and the rules of the Plan, the rules of the Plan will prevail.

Your Privacy Notices explain how your data is protected and your rights in respect of your data. To read the latest versions of your Privacy Notices, please visit [www.equatex.com/en/regulatory-info/data-privacy/](http://www.equatex.com/en/regulatory-info/data-privacy/) and [www.computershare.com/uk/privacy-policy](http://www.computershare.com/uk/privacy-policy)

PLEASE NOTE THAT THE PRICE OF YOUR SHARES MAY GO DOWN AS WELL AS UP, AND YOU MAY NOT GET BACK THE AMOUNT THAT YOU INVEST. DIVIDENDS PAYABLE ON YOUR SHARES ARE NOT GUARANTEED.

## PURCHASED SHARES

I agree that:

- my Contribution will be used to acquire Purchased Shares;
- the proposed Contribution I have requested in my Contribution Agreement may be reduced as a result of any “scaling down” process carried out by the Company (or to reflect any limits in the jurisdiction in which I am employed);
- the Company may vary the number, amount, frequency and form of the Contribution that I may make to take account of any local legal, tax or regulatory restrictions on such basis as the Company may determine;
- my Contribution will be held in pounds sterling in a non-interest bearing account until used by the Administrator to buy Purchased Shares in the Company on my behalf;
- I may request repayment of my Contribution at any time during the Contribution Period;
- if I give notice for the repayment of my Contribution(s), I will not acquire Purchased Shares or be granted a Matching Share Award;
- if I cease to be in Relevant Employment during the Contribution Period, my Contribution will be returned to me;
- if I make my Contribution in a currency other than pounds sterling, my Contribution(s) will be exchanged into pounds sterling at a pound sterling exchange rate determined by the Administrator;

- if I request the repayment of my Contribution this will be based on the exchange rate applicable at the time of such repayment and this may mean that I may receive an amount that is less or more than the amount of my original Contribution(s).
- any amount of my Contribution that is not used to buy Purchased Shares will be converted into my local currency and returned to me via payroll;
- any dividends paid in respect of my Purchased Shares will be used to acquire Dividend Shares; and
- I may dispose of my Purchased Shares, and any Dividend Shares at any time.

## MATCHING SHARES

I agree:

- to accept Matching Shares awarded to me under the Plan;
- that any ratio of Purchased Shares to Matching Shares stated in any documentation may be varied by the Company from time to time, but any variation to the Matching Share Ratio applicable to any Vesting Period (i.e. the “holding period”) will be confirmed to me before I agree to acquire Purchased Shares;
- that I will receive a conditional Matching Share Award following the end of the applicable Contribution Period, the number of Matching Shares subject to which will be calculated based on the Matching Share Ratio for that Contribution Period;
- that no payment will be required from me for the grant of my Matching Share Award;
- that I will become entitled to my Matching Shares (and any dividend equivalents) immediately following the end of the Vesting Period applicable to my Matching Share Award; and
- that I will lose my entitlement to Matching Shares (and any dividend equivalents) if:
  - (a) I dispose of the Purchased Shares or Dividend Shares in respect of which my Matching Shares Award was granted before the Vesting Date; or
  - (b) I cease to be in Relevant Employment, unless my employment ceases for one of the following “good leaver” reasons:
    - (i) injury, ill-health or disability;
    - (ii) redundancy;
    - (iii) a transfer of the undertaking in which I work to a non Group Member;
    - (iv) my employing company ceasing to be a Group Member;
    - (v) retirement with the agreement of the company;
    - (vi) death; or
    - (vii) any other circumstances if the Board decides in any particular case.

# NOMINEE AGREEMENT AND COMPULSORY TRANSFER OF SHARES:

I agree that:

- I will enter into a nominee agreement, and/or such other documentation as the Administrator may require, in relation to my holding of Purchased Shares, Dividend Shares, Matching Shares or any other Shares that I acquire under the Plan and I agree that if I do not enter into such documentation within such time period as specified by the Administrator my right to receive Matching Shares (and any dividend equivalents) will lapse at the end of such period;
- if I cease Relevant Employment before the end of the Vesting Period other than as a “good leaver” (see above), I will sell or transfer out all of my Purchased Shares, Dividend Shares and any other Shares I have acquired under the Plan and I hold with the Administrator within six months from the date that I cease employment;
- if I cancel my participation in the Plan at any time before the end of the Vesting Period, I will sell or transfer out all of my Purchased Shares, Dividend Shares and any other Shares I have acquired under the Plan and hold with the Administrator within six months from the date of cancellation;
- if my Matching Share Award lapses for any other reason before the end of the Vesting Period, I will sell or transfer out all of my Purchased Shares, Dividend Shares and any other Shares I have acquired under the Plan and hold with the Administrator within six months from the lapse date;
- if I cease Relevant Employment before the end of the Vesting Period as a “good leaver” (see above), I will sell or transfer out all of my Purchased Shares, Dividend Shares, Matching Shares, and any other Shares I have acquired under the Plan and hold with the Administrator within six months from the end of the Vesting Period; and
- If I cease Relevant Employment after the end of the Vesting Period, I will sell or transfer out all of my Purchased Shares, Dividend Shares, Matching Shares and any other Shares I have acquired under the Plan and hold with the Administrator within six months from the date that I cease employment.

## RIGHTS AND OBLIGATIONS

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.

## RESTRICTIONS

I understand that if I am subject to the Company’s share dealing code, the restrictions set out in the code will apply and may affect my Purchased Shares,

Dividend Shares, Matching Shares and any other Shares I acquire under the Plan. I am aware that a copy of the Company's share dealing code is available on the Company's intranet.

## ADMINISTRATION AND DEALING FEES

I acknowledge and agree that

- I can cancel my participation in the Plan at any time;
- I will be subject to any applicable administration and dealing fees in relation to the sale of any Purchased Shares, Dividend Shares, Matching Shares and any other Shares I acquire under the Plan; and
- the value of funds returned to me may be lower than the market value of the relevant Purchased Shares at the time I acquire them and I will not receive any compensation as a result of any loss I may make under the Plan.

For further information about statutory rights contact a local authority Trading Standards Department or Citizens Advice Bureau (or the local equivalent in the jurisdiction in which you are employed).

**Any request to cancel my participation in the Plan shall be submitted through the EquatePlus portal in accordance with the rules of the Plan.**

## COMPANY

The Company agrees to arrange for shares in the Company to be bought on my behalf or awarded to me according to the rules of the Plan.

## COMPUTERSHARE

I understand that:

- the Company may delegate the performance of services and the administration of the Plan to Equatex UK and or Computershare Investor Services both of which are part of the Computershare group of companies); and
- I will not be a customer of Computershare Investor Services or Equatex UK.

# **ELECTRONIC (INTERNET, INTRANET OR INTERACTIVE VOICE RESPONSE) APPLICATIONS**

If I apply to participate in the Plan using the electronic facility provided, the following provisions will apply:

- the Company and/or the Administrator have the right to withdraw the electronic application facility at any time;
- the Company and/or the Administrator may insist on a written application as well as, or instead of, an electronic application. I acknowledge that if this is required my application is not complete without both the electronic and written applications having been submitted;
- if I submit multiple applications, the most recently dated application (that is received prior to any published closing date) will be given precedence;
- the information that I provide to gain access to the service together with my acceptance of the terms and conditions will, when I confirm my application, constitute my electronic signature;
- the Company and/or the Administrator may allow me to modify my application using the electronic application facility. If so, they may implement a cut-off date, after which I will no longer be able to modify my application;
- excess demand on the service and circumstances beyond the Company's and/or the Administrator's reasonable control, may mean it is not always possible to use the electronic application facility;
- the Company and/or the Administrator will take reasonable steps to ensure that the electronic application facility is available but they are not responsible for systems beyond their reasonable control or any incompatibility between my systems and the electronic application facility; and
- I acknowledge that the electronic application facility enables me to give instructions directly to the Company and/or the Administrator. Such instructions are not to be regarded as instructions given directly to the Administrator (even if the Administrator's website or other facilities are used in connection with electronic applications).

## **HOW DO I COMPLAIN?**

If I wish to complain about the service provided to me under this agreement my first point of contact should be the following address: Computershare Investor Services PLC, Shareholder Relations, The Pavilions, Bridgewater Road, Bristol, BS99 6ZZ, United Kingdom

TEXTTEL/MINICOM SERVICE NUMBER +44 08082343577  
(or +800 4020 0034 (Toll free) if calling from outside the United Kingdom)

If I would like these terms and conditions in an alternative format, you should contact the helpline on +44 08082343577 (or +800 4020 0034 ) if calling from outside the United Kingdom).

Lines are open 24 hours per day.

## **GENERAL PROVISIONS**

I understand that:

The Plan will be governed by rules of the Plan under English Law. I agree that legal action relating to this agreement may only be dealt with by the Courts of England and Wales. Any contact made by the parties to this agreement in relation to these terms and conditions will be in the English language. All instructions and notices to me under this agreement must be given to me under the rules of the Plan.

The Administrator will take any actions considered necessary in their reasonable opinion to comply with all applicable laws and regulations or any requirements of any regulatory body that are binding upon them.