

1 + 1 Sharing in Our Future Mirror Sub-Plan (“Mirror Sub-Plan”)

Terms and Conditions

These terms and conditions apply between you, Kingfisher plc (Company) and the Computershare Group (Administrator) and form part of your agreement to participate in the Mirror Sub-Plan, along with the rules of the Mirror Sub-Plan. Words used in these terms and conditions and not otherwise defined will have the meaning given to them in the rules of the Mirror Sub-Plan. In the event of any conflict between these terms and conditions and the rules of the Mirror Sub-Plan, the rules of the Mirror Sub-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/ and www.computershare.com/uk/privacy-policy

PLEASE NOTE THAT THE PRICE OF THE KINGFISHER SHARES THAT ARE LINKED TO THE AMOUNT YOU MAY RECEIVE UNDER THE PLAN MAY GO DOWN AS WELL AS UP, AND YOU MAY NOT GET BACK THE AMOUNT THAT YOU INVEST. DIVIDENDS PAYABLE ON KINGFISHER SHARES ARE NOT GUARANTEED.

MIRROR PURCHASED SHARES

I agree that:

- my Contributions will be used to acquire Mirror Purchased Shares;
- the proposed Contributions 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 Contributions that I may make to take account of any local legal, tax or regulatory restrictions on such basis as the Company may determine;
- my Contributions will be transferred into a Bank Account established by a Group Member out of my net salary;
- Unless expressly permitted by the Company, I may not vary or pause my Contributions;
- I may stop my monthly Contributions at any time during the Contribution Period and withdraw my Contributions from the Bank Account;
- if I give notice for the repayment of my Contributions I may not restart Contributions and I will not acquire Mirror Purchased Shares or be granted a Mirror Matching Award;

- if I cease to be in Relevant Employment during the Contribution Period, my Contributions will cease and be returned to me;
- if I make Contributions in a currency other than pounds sterling, the amount of my Contributions will be converted monthly into pounds sterling at an exchange rate determined by the Company;
- if I request the repayment of my Contributions 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 Contributions;
- any Contributions in excess of those used to notionally acquire Mirror Purchased Shares will be returned to me via payroll;
- an amount equal to any dividends paid in respect of the Shares to which my Mirror Purchased Shares relate will be awarded to me as Mirror Dividend Shares; and
- I may submit a Withdrawal Notification in respect of my Mirror Purchased Shares and Mirror Dividend Shares at any time.

MIRROR MATCHING SHARES

I agree:

- to accept the Mirror Matching Shares awarded to me under the Mirror Sub-Plan;
- that any ratio of Mirror Purchased Shares to Mirror Matching Shares stated in any documentation may be varied by the Company from time to time, but the Mirror Matching Ratio applicable to any Vesting Period (i.e. the “holding period”) will be confirmed to me before I agree to acquire Mirror Purchased Shares;
- that I will receive a conditional Mirror Matching Award following the end of the applicable Contribution Period, the number of Mirror Matching Shares subject to which will be calculated based on the Mirror Matching Ratio for that Contribution Period;
- that no payment will be required from me for the grant of my Mirror Matching Award;
- that I will become entitled to my Vesting Payment immediately following the end of the Vesting Period applicable to my Mirror Matching Award; and
- that I will lose my entitlement to a Vesting Payment if:
 - (a) I submit a Withdrawal Notification in relation to my Mirror Purchased Shares and/or Mirror Dividend Shares before the end of the Vesting Period; 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.

WITHDRAWAL NOTIFICATION ON CESSATION OF EMPLOYMENT:

I agree that:

if I cease to be in Relevant Employment for any reason other than as a “good leaver” (see above) I will submit a Withdrawal Notification to the Company in relation to my Mirror Purchased Shares and Mirror Dividend Shares on the earlier of the date that I cease Relevant Employment and the end of the original Vesting Period. If I have not provided such Withdrawal Notification by the end of such period I shall be deemed to submit a Withdrawal Notification at the end of that period; and if my Mirror Matching Award lapses for any other reason before the end of the Vesting Period, I will submit a Withdrawal Notification to the Company in relation to all of my Mirror Purchased Shares and Mirror Dividend Shares within six months from the lapse date. If I have not provided such Withdrawal Notification by the end of such period I shall be deemed to submit a Withdrawal Notification at the end of that period.

RIGHTS AND OBLIGATIONS

I agree that taking part in the Mirror Sub-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 Mirror Sub-Plan at any time;
- the value of the funds returned to me may be lower than the amount of the Contributions I make.

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 Mirror Sub-Plan shall be sent to the Company in accordance with the rules of the Mirror Sub-Plan.

COMPUTERSHARE

I understand that:

- the Company may delegate the performance of services and the administration of the Mirror Sub-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 Mirror Sub-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

TEXTEL/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 Mirror Sub-Plan will be governed by rules of the Mirror Sub-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 Mirror Sub-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.