

## **GENUS PLC International Share Incentive Plan (the “Plan”) Partnership Share Agreement**

**This Agreement sets out the terms on which you (“the Participant”) agree to buy shares in GENUS PLC under the terms of the Plan (the “Rules”). The definitions in the Rules apply to this Agreement. For a copy of the Rules, please contact GENUS PLC.**

### **PARTICIPANT PARTNERSHIP SHARES**

1. I agree to allow my employer to deduct from each of my paychecks, on an after-tax basis, such amount as is necessary to equal the amount I select as my monthly contribution, as stated in my online application.
2. I agree that my deductions will be used to buy Partnership Shares in GENUS PLC for me.
3. I agree that the Plan Administrator will receive my deductions from my employer and will accumulate my deductions over a three-month Accumulation Period and that the Plan Administrator will then buy Partnership Shares for me within 30 days following the end of each Accumulation Period.
4. I understand that the price at which each Partnership Share will be acquired will be the Market Value of a Share at the end of the Accumulation Period.
5. I understand that my deductions referred to in paragraph 1 above will be limited or cease for the remainder of the Tax Year, to the extent that my total deductions for that Tax Year under the Plan would otherwise exceed \$3,000 for that Tax Year.
6. I understand that shares may fall in value as well as rise.
7. I understand that GENUS PLC shares are denominated in pounds sterling and that, during the life of my investment, the value of the GENUS PLC shares acquired under the Plan will be affected by fluctuations in the currency exchange rate between pounds sterling and the US dollar. I agree that neither the Company, the Plan Administrator nor my employer will be liable for any foreign exchange rate fluctuation between pounds sterling and US dollars that may affect any amounts due to me pursuant to the purchase or sale of GENUS PLC shares under the Plan.
8. 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.
9. I understand that I may stop the deductions at any time, or begin them again, by writing to the Company. In either case, unless a later date is specified, the notice will take effect no later than 30 days from when the Company receives it. I understand that I may not make up any amounts missed when deductions were stopped.
10. I understand that I may ask the Plan Administrator for my Partnership Shares at any time.
11. I agree to allow the Plan Administrator to sell some or all of my Plan Shares to pay any income tax and/or social security contributions (or similar) which the Plan Administrator or any member of GENUS PLC’s group becomes liable to pay to the revenue authorities in any jurisdiction on my behalf in connection with my participation in the Plan, unless I provide them in advance with sufficient cleared funds to pay these amounts.

12. I agree that any deductions not used to buy Shares will, at the discretion of the Plan Administrator, be repaid to me or will be carried forward and added to the next deduction.

13. If there is a rights issue, I will allow the Plan Administrator to sell some of the rights attached to my Plan Shares, in order to fund the exercise of the rights attached to other Plan Shares held by me. In the event that there is insufficient time to take the action outlined above (as deemed by both the Company and the Plan Administrator) or the sale of rights is insufficient to fund the exercise of any of my rights, I understand that the Plan Administrator will sell the rights and pass the funds to me through my payroll.

14. I acknowledge that I can at any time withdraw from this Agreement by writing to the Company and that this exceeds my legal rights. Such notice will take effect 30 days after it has been received by the Company. Any unused deductions will be returned to me after the deduction of any amount required to cover any liability to pay income tax or social security contributions (or similar). No administration fees will be payable but any dealing fees incurred in selling Plan Shares will be payable. I acknowledge that the value of funds returned to me may be lower than the Market Value of the Shares at the time of investment and I will not get back amounts representing market loss (or as a result of exchange rate fluctuations) from the date the Plan was opened until cancellation.

15. 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.

16. If I cease to be employed by the Company or any Associated Company and do not provide the Plan Administrator with instructions as to how to deal with my Plan Shares within 30 days of being written to by the Plan Administrator, I agree that the Plan Administrator may sell all of my Plan Shares and remit the proceeds to me, once the necessary deductions have been made to cover any liability for income tax or social security contributions (or similar) which the Plan Administrator or any member of GENUS PLC's group becomes liable to pay to the revenue authorities on my behalf in any jurisdiction in connection with my participation in the Plan.

17. I understand that if I cease to be employed by the Company or an Associated Company participating in the Plan my Salary deductions must cease.

18. This Agreement shall continue in force until it is terminated by any party giving notice to both the others.

19. I understand that if I am subject to the Company's share dealing code, it may affect how I am able to deal with my Plan Shares during certain periods. Restrictions will also apply at a time when I have inside information or if I am or become a person discharging managerial responsibilities in the Company, or a person closely associated with such a person in accordance with the UK Market Abuse Regulation. I am aware that a copy of the Company's share dealing code is available on the Company's intranet.

20. The Company may permit me to access information relating to my participation in the Plan via an electronic portal operated by the Company. If I use this facility, I acknowledge that: (a) the Company and Shareworks by Morgan Stanley may rely on any instruction or information that they reasonably believe has been sent by me; and (b) unless they make a mistake, they will not be liable for any errors in the information or the consequences of complying with instructions that are received via the portal.

## **MATCHING SHARE ALLOCATIONS**

21. I agree to accept any Matching Share Allocations awarded to me under the Plan and not to assign, charge or otherwise dispose of my interest in such Matching Share Allocations for the whole of the Vesting Period of three years.

22. The ratio of Matching Shares to Partnership Shares is one to three but may be varied by the Company.

23. If the ratio varies, the Company will notify me before Partnership Shares are bought for me.

24. I understand that any Matching Share Allocation will lapse if before the Vesting Date: a) I withdraw any of the Partnership Shares in respect of which the Matching Share Allocation was awarded, or b) I cease to be in relevant employment unless the employment ceases for one of the following reasons: i) death; ii) disability; or iii) a "separation from service" (within the meaning of US Treasury Regulation Section 1.409A-1(h)) that results from retirement on or after attaining age 55, redundancy, the transfer of my employment in connection with the disposal of a business or undertaking (or a part-business or part-undertaking), a change of control or other circumstances resulting in the company by which I am employed ceasing to be an Associated Company of the Company.

## **DIVIDENDS**

25. I agree that all dividends paid on my Plan Shares will be paid direct to my salary bank account. If the Plan Administrator does not have my bank account details a cheque will be sent to my registered address.

26. I understand that before a Matching Share Allocation vests, I will not receive any dividends declared by GENUS PLC in respect of the underlying Matching Shares.

## **VESTING PERIOD**

27. I understand that any Matching Share Allocations I receive in connection with my participation in the Plan will be subject to a three year Vesting Period.

28. I understand that after the end of the Vesting Period, my Matching Shares will be transferred to me and that I may have to pay income tax and social security contributions on the value of the Matching Shares I receive at this time and that, where such a tax liability arises, the Plan Administrator may sell some or all of my Plan Shares to cover such tax liabilities in accordance with paragraph 11 above.

## **THE COMPANY**

29. The Company agrees to arrange for Partnership Shares in GENUS PLC to be bought for or awarded to me, according to the Rules of the Plan, within 30 days following the end of each Accumulation Period.

30. The Company agrees to grant me a Matching Share Allocation in respect of one Matching Share for every three Partnership Shares bought on my behalf. The provision of Matching Share Allocations on these terms shall be capable of amendment, extension or withdrawal by the Company by notice to employees, provided that no such change shall take effect until 30 days after the Company has announced the change.

31. The Company undertakes to notify me of any restriction on the number of Partnership Shares available in this (or any subsequent) Award.

#### **THE PLAN ADMINISTRATOR**

32. The Plan Administrator agrees to buy Partnership Shares in GENUS PLC for me on a quarterly basis within 30 days of the end of each Accumulation Period.

33. The Plan Administrator agrees to keep the amounts deducted from my Salary in a non-interest bearing account until they are used to buy shares in GENUS PLC for me. The Plan Administrator agrees to keep any dividends in a non-interest bearing account until they are paid to me. Salary deductions in USD will be converted to GBP at the time of or shortly before the date of purchase of Partnership Shares.

#### **GENERAL**

34. I understand that the Plan will be governed by the Rules of the Plan under English Law and that any legal action relating to this agreement may only be dealt with by the Courts of England. In the event of any conflict between this agreement and the Rules of the Plan and/or applicable legislation, the Rules of the Plan and any applicable legislation will prevail.

35. I understand that any Partnership Share Money and any Plan Shares I acquire will be held on my behalf by Solium Capital UK Limited, which is authorised and regulated by the Financial Conduct Authority under number (FRN 584166) and by participating in the Plan, I agree to take all steps and sign all forms required to enable the Plan Administrator to hold Partnership Share Money and Plan Shares on my behalf and I understand that my participation in the Plan may be affected if I fail to do so.

36. I acknowledge that the Plan Administrator will take any actions considered necessary in its reasonable opinion to comply with all applicable laws and regulations or any requirements of any regulatory body that are binding upon it.

37. I understand that the Plan Administrator and the Company may vary the terms on which participation is offered. Should the terms of this agreement change in such a way as to have an effect on my entitlements or the service provided under the Plan, either the Plan Administrator or the Company will write to me, giving me 30 days' notice, outlining the changes and when they are due to take effect. If I no longer wish to participate on these terms, I should write to the Plan Administrator in accordance with the rules of the Plan.

#### **38. Data Protection**

I understand and agree that for the purposes of operating the Plan, my personal data will be collected, processed and transferred in accordance with the Plan Administrator's Privacy Notice, which explains how my data is protected. To read the latest version, please visit <https://www.morganstanley.com/privacy-pledge>.

#### **39. Investment Decision**

I acknowledge that neither the Company nor the Plan Administrator nor any member of their respective group of companies nor any employee, officer or other representative thereof has provided any financial, investment or taxation advice in connection with this opportunity to participate in the Plan. I acknowledge that I am purchasing Partnership Shares for my own account and not with a view to a

distribution in violation of any securities laws. I understand that none of the Partnership Shares or any other Plan Shares that I may acquire have been registered under the US Securities Act of 1933 or under any state securities laws. Accordingly, unless otherwise advised in writing by counsel for GENUS PLC, I will not sell or otherwise transfer any Plan Shares to any US person other than through a broker transaction executed market transaction on the London Stock Exchange in accordance with SEC Regulation S.