

GENUS PLC 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 and is subject to the Trust Deed and Rules 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 the Partnership Shares deduction every month from my gross Salary 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 Trustee will receive my deductions from my employer and will accumulate my deductions over a three-month Accumulation Period and that the Trustee 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 and any other Schedule 2 SIP established by the Company or a Connected Company would otherwise exceed the lower of: i) £1,800.00; or ii) 10% of my Salary for that Tax Year.
6. I understand that shares may fall in value as well as rise.
7. 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.
8. 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.
9. I understand that I may ask the Trustee for my Partnership Shares at any time, but I may have to pay income tax and national insurance contributions (or similar, including the Health and Social Care Levy) (“NICs”) when they are taken out of the Plan.
10. I agree to allow the Trustee to sell some or all of my Shares to pay any income tax and NICs in respect of my Shares ceasing to be subject to the Plan, unless I provide them in advance with sufficient cleared funds to pay these amounts.
11. I agree that any deductions not used to buy Shares will, at the discretion of the Trustee, be repaid to me after the deduction of any income tax or NICs, or will be carried forward and added to the next deduction.

12. If there is a rights issue, I will allow the Trustee 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 Trustee) or the sale of rights is insufficient to fund the exercise of any of my rights, I understand that the Trustee will sell the rights and pass the funds to me through my payroll.

13. 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 necessary income tax or NICs. 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 from the date the Plan was opened until cancellation. For further information about statutory rights, I should contact a local authority Trading Standards Department or Citizens Advice Bureau.

14. 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.

15. If I cease to be employed by the Company or any Associated Company and do not provide the Trustee with instructions as to how to deal with my Plan Shares within 30 days of being written to by the Trustee, I agree that the Trustee 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 and NICs which may have arisen.

16. 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.

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

18. 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.

19. 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 SHARES

20. I agree to accept Matching Shares in GENUS PLC awarded to me under the Plan and leave them in the hands of the Trustee or other persons appointed by the Trustee, 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.

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

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

23. I understand that I will forfeit my Matching Shares if within three years from the date of the Award: a) I withdraw the Partnership Shares in respect of which the Matching Shares were awarded, or b) I cease to be in relevant employment unless the employment ceases for one of the following reasons: i) injury or disability; ii) redundancy; iii) transfer of employment to which the Transfer of Undertaking (Protection of Employment) Regulations 2006 apply; iv) change of control or other circumstances ending the Associated Company status of the employer company; v) retirement; and vi) death.

DIVIDENDS

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

HOLDING PERIODS

25. 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 Matching Shares; or b) if the company terminates the Plan in accordance with the Rules of the Plan. If a) or b) occur, I consent to the transfer of my Plan Shares to me. If b) occurs, Shares can only be transferred once I have received notice of the Plan's termination (any consent to an early transfer of Shares will be invalid).

26. I understand that after the end of the Holding Period, I may ask the Trustee for my Plan Shares, although I may have to pay income tax and NICs when my Plan Shares are removed.

27. I understand that my obligations during the Holding Period are subject to: a) the right of the Trustee to sell my shares to meet PAYE obligations, and/or b) the Trustee accepting at my direction an offer for my Plan Shares in accordance with the Plan.

THE COMPANY

28. 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.

29. The Company agrees to provide me with one Matching Share for every three Partnership Shares bought on my behalf. The provision of Matching Shares 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.

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

THE TRUSTEE

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

32. The Trustee, if so directed by the Company, agrees to provide me with one Matching Share for every three Partnership Shares bought on my behalf. The provision of Matching Shares 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.

33. The Trustees agree 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 Trustees agree to keep any dividends in a non-interest bearing account until they are paid to me.

GENERAL

34. I understand that the Plan will be governed by the Trust Deed and 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.

35. I acknowledge that the Trustee 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.

36. I understand that the Trustee 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 Trustee 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 Trustee in accordance with the rules of the Plan.

37. I understand that if a gain is made in the course of administering the Plan, the Trustee will be entitled to keep it.

38. Data Protection

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

39. Investment Decision

I acknowledge that neither the Company nor the Trustee 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.

NOTICE TO PARTICIPANT ABOUT POSSIBLE EFFECT ON BENEFITS

Below is a required notice outlining the possible effect on social security benefits if you participate in the Plan.

"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 booklet: "Share Incentive Plans and your entitlement to benefits"; 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 & Customs, the Department of Work and Pensions, or, in Northern Ireland, the Department for Communities. You should take this information into account in deciding whether to buy Partnership Shares."

If you think this may apply to you, you should refer to the HM Revenue & Customs leaflet IR177 Further advice is available from your local Department for Work & Pensions or HM Revenue & Customs Office. A copy of IR177 can be accessed at: <https://www.gov.uk/government/publications/share-incentive-plans-and-your-entitlement-to-benefits-ir177>