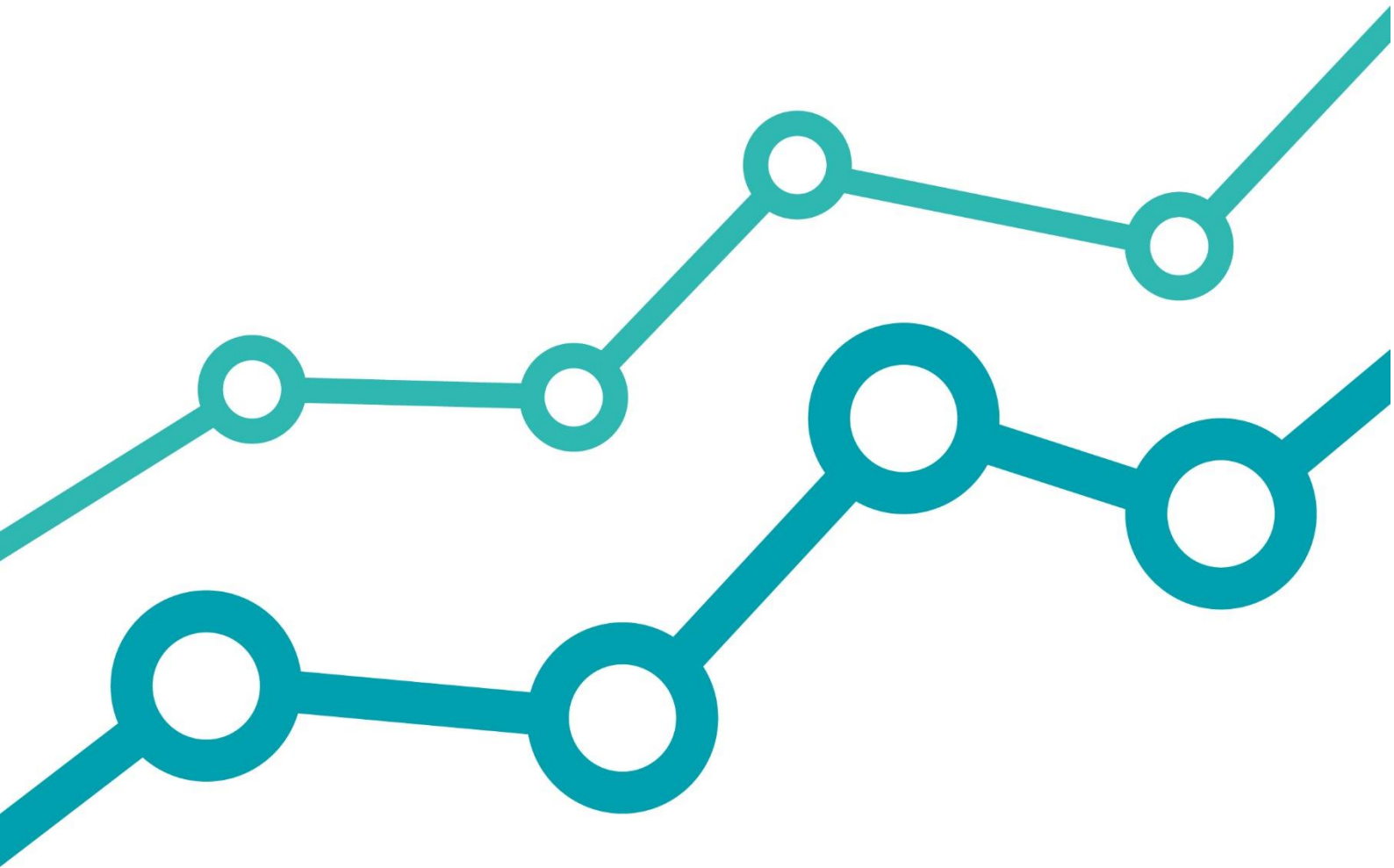


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# Employee Share Plan

Terms & Conditions



## **This Agreement is between:**

**Participant** - The Eligible Employee who has registered and logged on to this share plan portal (the "Portal"), which is administered on behalf of the Company by the Nominee

**Company** – John Wood Group PLC, Registered Address: Sir Ian Wood House, Hareness Road, Aberdeen, AB12 3LE (SC036219)

**Nominee** - Computershare Nominees Limited, Registered Address: The Pavilions, Bridgwater Road, Bristol, BS13 8AE (Registered Number 03661515). The Nominee administers the Portal on behalf of the Company. The Nominee has also been appointed by the Company to act as administrator on its behalf and as Nominee for the purposes of the Plan.

**This Agreement sets out the terms on which the Participant agrees to buy Purchased Shares subject to the rules of the Plan and the terms on which the Company agrees to grant a Partnership Share Award to buy Purchased Shares and a Matching Share Award. It also sets out the terms on which Plan Shares will be held by the Nominee.**

**This Agreement is subject to the rules of the Plan. In the event of a conflict, the rules of the Plan will prevail.**

**The definitions in the rules of the Plan apply to this Agreement, unless otherwise defined in this Agreement.**

**In this Agreement, references to "you", "your", "I", "me" and "my" refer to the Participant.**

### **Participant**

1. I authorise my employer to make the deductions from my salary, each being a Contribution, that I specified in my online application.
2. I agree that the Contributions will start on the date specified in my online application.
3. I agree that Contributions will be used to buy Purchased Shares in the Company for me. I agree that the Nominee will buy Purchased Shares for me on each Purchase Date specified on the online purchase calendar available at [www.woodplc.com/employeeshareplan](http://www.woodplc.com/employeeshareplan), to be acquired on my behalf under the Plan and the terms of this Agreement, using the Contributions.
4. I agree to accept the grant of a Partnership Share Award to purchase shares under the Plan and the terms of this Agreement.
5. I agree to accept the grant of a Matching Share Award under the Plan and the terms of this Agreement.
6. I agree to accept any additional Shares acquired on the reinvestment of dividends paid on my Plan Shares my behalf under the Plan and the terms of this Agreement.
7. I understand that Shares may fall in value as well as rise.
8. I have read this Agreement and agree to be bound by it and by the rules of the Plan.

### **Company**

9. The Company agrees to grant a Partnership Share Award to me and to arrange for Purchased Shares to be bought for me and/or allocated to me, according to the rules of the Plan.
10. The Company undertakes to notify me of any restriction on the number of Purchased Shares available for each Award before any Contribution under any Award Period is deducted under this Agreement.
11. The Company agrees to grant a Matching Share Award to me, in accordance with paragraphs 16 to 19 below and the rules of the Plan.

### **Nominee**

12. The Nominee agrees to acquire Purchased Shares in accordance with the rules of the Plan.
13. The Nominee agrees to acquire Matching Shares in accordance with the rules of the Plan.
14. The Nominee agrees to keep my Contributions in a non-interest bearing account until they are used to buy Shares

for me (any carried forward amounts will also be held in a non-interest bearing account) in accordance with the rules of the Plan.

15. The Nominee agrees to keep any dividends paid in respect of my Plan Shares in a non-interest bearing account until the dividends are either paid to me or reinvested in acquiring additional Shares (carried forward amounts will also be held in a non-interest bearing account) in accordance with the rules of the Plan.

### **Matching Share Award**

16. The Company grants the Matching Share Award on the same date as the Partnership Share Award.
17. The Matching Ratio is 1 Matching Share for every 2 Partnership Shares.
18. The Expected Vesting Date of the Matching Share Award is specified in my online application.
19. Dividend Equivalents will not apply to the Matching Share Award.

### **Dividend reinvestment**

20. I understand that the Company has directed that all cash dividends paid in respect of my Plan Shares will be reinvested in acquiring additional Shares, where jurisdiction restrictions allow. I further understand that the Company may at any time revoke or amend such direction.
21. I agree that all cash dividends paid in respect of my Plan Shares will be reinvested in acquiring additional Shares in accordance with the direction under paragraph 20 and any amount not reinvested in acquiring additional Shares will be carried forward and added to the next cash dividend paid in respect of my Plan Shares.
22. I agree that all cash dividends paid on my Plan Shares will be paid by the Company to the Nominee and held in a non-interest-bearing account until the dividends are reinvested in acquiring additional Shares.

### **Evergreen Award**

23. I understand that my Partnership Share Award and Matching Share Award are an Evergreen Award. The Award Frequency is one year and the Award Period is two years.
24. I understand that if I have not Left or withdrawn from this Agreement prior to the start of the new Award Period, a new Award Period will apply with the following variations:
  - a. the Expected Vesting Date and each Purchase Date will be advanced by the Award Frequency;
  - b. the amount of the Contribution will be the most recent amount made under the current Award Period; and
  - c. the Matching Ratio will be the Matching Ratio under the current Award Period.
25. I understand that, prior to the start of the new Award Period, the Company may change any term of the Awards.
26. I understand that, prior to the start of the new Award Period, the Company may cancel the operation of the Evergreen Award.
27. I understand that the Company will notify me if it changes the terms of the Awards or cancels the operation of the Evergreen Award.

### **Rights and obligations**

28. 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, whether or not the termination is later held to be wrongful or unfair.
29. I may vary or stop the Contributions at any time by giving notice to the Company. If I stop contributions, I will not be able to begin them again until the start of the next Award Period and I may not make up any amounts missed when deductions were stopped.
30. I agree that the Company may change the maximum and minimum amount of each Contribution not yet made under the Partnership Share Award. If my Contribution amount is less than the new minimum, or more than the new maximum, my Contribution amount will be varied to be equal to the new maximum or minimum (as applicable).
31. I agree that my Contributions, or the number of Purchased Shares that I receive, may be scaled down if the limit (if any) on the number of Purchased Shares set by the Company for the Partnership Share Award is exceeded.
32. I may ask the Nominee for my Plan Shares at any time. If I withdraw my Purchased Shares before the related Matching Share Award has vested, I understand that the Matching Share Award will normally lapse.

33. I agree to allow the Nominee to sell some or all of my Plan Shares to pay any income tax and/or social security in respect of my Plan Shares and the vesting of the Matching Share Award unless I provide the Nominee with sufficient funds to pay the income tax and social security in advance.
34. I agree that any Contributions not used to buy Purchased Shares will be carried forward and added to the next Contribution.
35. If there is a rights issue, I agree to allow the Nominee to sell the rights attached to some of my Plan Shares, in order to fund the exercise of the rights due to my other Plan Shares.
36. I can at any time withdraw from this Agreement by giving notice to the Company.
37. I agree that withdrawal from this Agreement will not affect the terms on which Plan Shares are already held for me.
38. The Company may permit me to access information relating to my participation in the Plan via the Portal. When using this facility, I acknowledge that:
  - a. the Company and the Nominee may rely on any instruction, notice 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 or notices that are received via the Portal.
39. I understand that if I am subject to restrictions under the Wood Share Dealing Policy ("Dealing Policy"), or any other internal or external restrictions on dealings or transactions in securities, it may affect how I deal with my Plan Shares during certain periods. It is also possible that under these restrictions, I may be delayed in or prevented from acquiring, or withdrawing, Plan Shares or transferring or selling Plan Shares or taking certain other actions in connection with the Plan. I am aware that a copy of the Company's Share Dealing Policy is available from the Company intranet at <https://woodplc.sharepoint.com/FA/Legal/Filestore/Share%20Dealing%20Policy.pdf> or via the Portal.
40. I agree and acknowledge that for the purposes of operating the Plan, the Company will collect and process information relating to me in accordance with the privacy notice that is on the Company intranet at [https://www.woodplc.com/\\_data/assets/pdf\\_file/0028/57970/Wood-Worker-Privacy-Notice.pdf](https://www.woodplc.com/_data/assets/pdf_file/0028/57970/Wood-Worker-Privacy-Notice.pdf).