
**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549**

FORM S-8
REGISTRATION STATEMENT UNDER THE SECURITIES ACT OF 1933

SIGNET JEWELERS LIMITED

(Exact name of registrant as specified in its charter)

Bermuda

(State or other jurisdiction of incorporation or organization)

N/A

(I.R.S. employer identification no.)

**Clarendon House, 2 Church Street
Hamilton HM11, Bermuda
(441) 296-5872**

(Address of principal executive offices and zip code)

**Signet Jewelers Limited 2018 Omnibus Incentive Plan
Signet Jewelers Limited Sharesave Scheme
Signet Jewelers Limited Employee Share Purchase Plan for U.S. Employees**
(Full title of the plans)

**Laurel Krueger
375 Ghent Road
Akron, Ohio 44333
(330) 668-5000**

(Name, address and telephone number, including area code, of agent for service)

Copies to:

P.J. Himelfarb
Partner

Weil, Gotshal & Manges LLP
2001 M Street, N.W.
Washington, DC 20005-3314

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, or a smaller reporting company. See the definitions of "large accelerated filer," "accelerated filer" and "smaller reporting company" in Rule 12b-2 of the Exchange Act.

Large accelerated filer

Non-accelerated filer

Accelerated filer

Smaller reporting company

CALCULATION OF REGISTRATION FEE

Title of securities to be registered	Amount to be registered (1)(2)	Proposed maximum offering price per share (3)	Proposed maximum aggregate offering price (3)	Amount of registration fee
Common shares, \$0.18 par value	5,825,000	\$ 56.32	\$ 328,064,000.000	\$ 40,843.97

- (1) The amount of common shares being registered represents the estimated maximum amount issuable to employees pursuant to the plans to which this registration statement relates. The Signet Jewelers Limited 2018 Omnibus Incentive Plan is subject to a limit of 3,575,000, the Signet Jewelers Limited Sharesave Scheme is subject to a limit of 1,000,000 and the Signet Jewelers Limited Employee Share Purchase Plan for U.S. Employees is subject to a limit of 1,250,000. In addition, the Signet Jewelers Limited 2018 Omnibus Incentive Plan includes a formula that generally limits the number of shares which may be issued under the plan to not more than 10 percent of the common share issued capital of Signet Jewelers Limited, among other limits. As at June 6, 2018, 10 percent of the common share issued capital of Signet Jewelers Limited is approximately 5,920,363.10 common shares.
- (2) Pursuant to Rule 416(a) under the Securities Act of 1933, this registration statement also covers additional shares of common stock and interests in the plans to be offered or issued to prevent dilution resulting from stock splits, stock dividends or similar transactions.
- (3) In accordance with Rule 457(h), the maximum offering price per share has been calculated pursuant to Rule 457(c) based upon the average of the high and low sale price of the ordinary shares of the Registrant on the New York Stock Exchange of \$56.32 on June 11, 2018.

EXPLANATORY NOTE

This Registration Statement on Form S-8 (the “**Registration Statement**”) is being filed for the purpose of registering an additional 5,825,000 shares of common shares, \$0.18 par value per share (the “**Common Shares**”), of Signet Jewelers Limited (the “**Company**”), of which (i) 3,575,000 shares have been authorized and reserved for issuance under the Signet Jewelers Limited 2018 Omnibus Incentive Plan, (ii) 1,000,000 shares have been authorized and reserved for issuance under the Signet Jewelers Limited Sharesave Scheme and (iii) 1,250,000 shares have been authorized and reserved for issuance under the Signet Jewelers Limited Employee Share Purchase Plan for U.S. Employees.

PART I

INFORMATION REQUIRED IN THE SECTION 10(a) PROSPECTUS

The documents containing the information specified in Part I of Form S-8 will be sent or given to participants in the Plans as specified under Rule 428(b) (1) under the Securities Act of 1933 (the “**Securities Act**”). These documents are not required to be, and are not being, filed by the Registrant with the Commission either as part of this Registration Statement or as prospectuses or prospectus supplements pursuant to Rule 424 under the Securities Act. These documents, together with the documents incorporated by reference herein pursuant to Item 3 of Part II of this Registration Statement, constitute a prospectus that meets the requirements of Section 10(a) of the Securities Act.

PART II

INFORMATION REQUIRED IN THE REGISTRATION STATEMENT

Item 3. Incorporation of Documents by Reference.

The following documents, which have been previously filed by the Registrant with the Commission pursuant to the Securities Exchange Act of 1934, as amended (the “**Exchange Act**”), are incorporated by reference into this Registration Statement:

(1) The Registrant’s Annual Report on Form 10-K for the year ended February 3, 2018, filed with the Commission on April 2, 2018.

(2) All other reports filed* by the Registrant pursuant to Section 13(a) or 15(d) of the Exchange Act since February 3, 2018.

(3) The description of the Registrant’s Common Shares contained in the Registrant’s Form 8-A filed with the Commission on September 11, 2008, including any amendment or report filed for the purpose of updating such description.

*Any report (or portion thereof) “furnished” on Form 8-K shall not be incorporated by reference.

All documents filed by the Registrant pursuant to Sections 13(a), 13(c), 14 and 15(d) of the Exchange Act on or after the date of this Registration Statement, and prior to the filing of a post-effective amendment which indicates that all securities offered have been sold or which deregisters all securities then remaining unsold, shall be deemed to be incorporated by reference into this Registration Statement and to be part thereof from the date of filing or submission (as applicable) of such documents; provided, however, that documents or information deemed to have been furnished and not filed in accordance with the rules of the Commission shall not be deemed incorporated by reference into this Registration Statement.

A ny statement contained in a document which is incorporated by reference in this Registration Statement will be deemed modified or superseded for purposes of this Registration Statement to the extent that a statement contained in this Registration Statement or incorporated by reference in this Registration Statement or in any document that the Registrant, the Signet Jewelers Limited 2018 Omnibus Incentive Plan, the Signet Jewelers Limited Sharesave Scheme or the Signet Jewelers Limited Employee Share Purchase Plan for U.S. Employees files after the date of this Registration Statement that also is incorporated by reference in this Registration Statement modifies or supersedes the prior statement. Any modified or superseded statement shall not be deemed, except as so modified or superseded, to constitute a part of this Registration Statement. Subject to the foregoing, all information appearing in this Registration Statement is qualified in its entirety by the information appearing in the documents incorporated by reference in this Registration Statement.

Item 4. Description of Securities.

Not applicable.

Item 5. Interests of Named Experts and Counsel.

Not applicable.

Item 6. Indemnification of Directors and Officers.

The Company is incorporated in Bermuda. Our bye-laws provide for indemnification of officers and directors against all actions, costs, charges, liabilities, losses, damages and expenses incurred or suffered by such party or their heirs, executors or administrators, as an officer or director of the Company; provided that such indemnification shall not extend to any matter in respect of any fraud or dishonesty. We may purchase and maintain insurance for the benefit of any director or officer against any liability incurred by him under the Companies Act 1981 (the “**Bermuda Act**”) in his capacity as a director or officer or indemnifying such director or officer in respect of any loss arising or liability attaching to him by virtue of any rule of law in respect of any negligence, default, breach of duty or breach of trust of which the director or officer may be guilty in relation to the Company or any subsidiary thereof. We may advance moneys to a director or officer for the costs, charges and expenses incurred by the director or officer in defending any civil or criminal proceedings against him, on condition that the director or officer shall repay the advance if any allegation of fraud or dishonesty is proved against him.

The directors and officers of the Company are covered by directors’ and officers’ insurance policies maintained by us. In addition, the Company has agreed to provide contractual indemnities to the directors and specified officers of the Company pursuant to a deed of indemnity. The deed of indemnity, among other things, requires the Company to fully indemnify and keep indemnified each indemnified person on demand against all actions, claims, liabilities, charges, demands, proceedings, investigations and judgements that may be made against him or her which he or she may suffer or incur as a consequence of, or which relate to or arise, directly or indirectly, from his or her powers, duties or responsibilities as a director or officer of the Company or any relevant company.

Item 7. Exemption From Registration Claimed.

Not applicable.

Item 8. Exhibits.

A list of exhibits included as part of this Registration Statement is set forth in the Exhibit Index to this Registration Statement.

Item 9. Undertakings

The undersigned Registrant hereby undertakes:

- (1) To file, during any period in which offers or sales are being made, a post-effective amendment to this Registration Statement:
 - (i) To include any prospectus required by Section 10(a)(3) of the Securities Act;
 - (ii) To reflect in the prospectus any facts or events arising after the effective date of this Registration Statement (or the most recent post-effective amendment thereof) which, individually or in the aggregate, represent a fundamental change in the information set forth in this Registration Statement. Notwithstanding the foregoing, any increase or decrease in volume of securities offered (if the total dollar value of securities offered would not exceed that which was registered) and any deviation from the low or high end of the estimated maximum offering range may be reflected in the form of prospectus filed with the Commission pursuant to Rule 424(b) if, in the aggregate, the changes in volume and price represent no more than a 20 percent change in the maximum aggregate offering price set forth in the “Calculation of Registration Fee” table in the effective registration statement; and

- (iii) To include any material information with respect to the plan of distribution not previously disclosed in the Registration Statement or any material change to such information in the Registration Statement;

provided, however, that paragraphs (1)(i) and (1)(ii) do not apply if the registration statement is on Form S-8, and the information required to be included in a post-effective amendment by those paragraphs is contained in reports filed with or furnished to the Commission by the Registrant pursuant to Section 13 or Section 15(d) of the Securities Exchange Act of 1934 that are incorporated by reference in the Registration Statement;

- (2) That, for the purpose of determining any liability under the Securities Act of 1933, each such post-effective amendment shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof; and
- (3) To remove from registration by means of a post-effective amendment any of the securities being registered which remain unsold at the termination of the offering.

The undersigned Registrant hereby undertakes that, for purposes of determining any liability under the Securities Act of 1933, each filing of the Registrant's annual report pursuant to Section 13(a) or Section 15(d) of the Securities Exchange Act of 1934, as amended (and, where applicable, each filing of an employee benefit plan's annual report pursuant to Section 15(d) of the Securities Exchange Act of 1934) that is incorporated by reference in the Registration Statement shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.

Insofar as indemnification for liabilities arising under the Securities Act of 1933 may be permitted to directors, officers and controlling persons of the Registrant pursuant to the foregoing provisions, or otherwise, the Registrant has been advised that in the opinion of the Commission such indemnification is against public policy as expressed in the Securities Act of 1933 and is, therefore, unenforceable. In the event that a claim for indemnification against such liabilities (other than the payment by the Registrant of expenses incurred or paid by a director, officer or controlling person of the Registrant in the successful defense of any action, suit or proceeding) is asserted by such director, officer or controlling person in connection with the securities being registered, the Registrant will, unless in the opinion of its counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question whether such indemnification by it is against public policy as expressed in the Securities Act of 1933 and will be governed by the final adjudication of such issue.

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-8 and has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the city of Akron, State of Ohio on this 15th day of June 2018.

SIGNET JEWELERS LIMITED

By: /s/ Michele L. Santana

Name: Michele L. Santana

Title: Chief Financial Officer

KNOW ALL MEN BY THESE PRESENTS, that each of the undersigned constitutes and appoints each of Virginia C. Drosos, Michele L. Santana and Laurel Krueger or any of them, each acting alone, his true and lawful attorney-in-fact and agent, with full power of substitution and resubstitution, for such person and in his name, place and stead, in any and all capacities, to sign this Registration Statement on Form S-8 (including all pre-effective and post-effective amendments and registration statements filed pursuant to Rule 462(b) under the Securities Act of 1933), and to file the same, with all exhibits thereto, and other documents in connection therewith, with the Securities and Exchange Commission, granting unto said attorneys-in-fact and agents, each acting alone, full power and authority to do and perform each and every act and thing requisite and necessary to be done in and about the premises, as fully to all intents and purposes as he might or could do in person, hereby ratifying and confirming that any such attorney-in-fact and agent, or his substitute or substitutes, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this registration statement has been signed by the following persons in the capacities and on the date indicated:

<u>Signature</u>	<u>Title</u>	<u>Date</u>
<u>/s/ Virginia C. Drosos</u> Virginia C. Drosos	Chief Executive Officer and Director (Principal Executive Officer)	June 15, 2018
<u>/s/ Michele L. Santana</u> Michele L. Santana	Chief Financial Officer (Principal Financial Officer and Principal Accounting Officer)	June 15, 2018
<u>/s/ H. Todd Stitzer</u> H. Todd Stitzer	Chairman of the Board	June 15, 2018
<u>/s/ Thomas G. Plaskett</u> Thomas G. Plaskett	Director	June 15, 2018
<u>/s/ Eugenia M. Ulasewicz</u> Eugenia M. Ulasewicz	Director	June 15, 2018
<u>/s/ Jonathan Sokoloff</u> Jonathan Sokoloff	Director	June 15, 2018
<u>/s/ Nancy A. Reardon</u> Nancy A. Reardon	Director	June 15, 2018

AUTHORIZED REPRESENTATIVE

Pursuant to the requirements of the Securities Act of 1933, as amended, the undersigned has signed this registration statement, solely in the capacity of the duly authorized representative of Signet Jewelers Limited in the United States, on this 15th day of June 2018.

By: /s/ H. Todd Stitzer

H. Todd Stitzer
Signet Jewelers Limited
Chairman

EXHIBIT INDEX

Exhibit Number	Description of Exhibit
<u>4.1</u>	Memorandum of Association of Signet Limited and Certificate of Incorporation on Change of Name to Signet Jewelers Limited (incorporated by reference to Exhibit 3.1 to the Company's Registration Statement on Form 8-A filed September 11, 2008)
<u>4.2</u>	Amended and Restated Bye-laws of Signet Jewelers Limited (incorporated by reference to Exhibit 3.1 to the Company's Quarterly Report on Form 10-Q filed September 10, 2014)
<u>*5.1</u>	Opinion of Conyers Dill & Pearman Limited
<u>*23.1</u>	Consent of KPMG LLP
<u>*23.2</u>	Consent of Conyers Dill & Pearman Limited (included in Exhibit 5.1)
<u>*24.1</u>	Power of Attorney (included on signature page)
<u>*99.1</u>	Signet Jewelers Limited 2018 Omnibus Incentive Plan
<u>*99.2</u>	Signet Jewelers Limited Sharesave Scheme
<u>*99.3</u>	Irish Sub-Plan established pursuant to the Signet Jewelers Limited Sharesave Scheme
<u>*99.4</u>	Signet Jewelers Limited Employee Share Purchase Plan for U.S. Employees

* Filed herewith.

15 June 2018

Matter No.:353328
Doc Ref: 14148185

+1 441 278 7904
edward.rance@conyersdill.com

Signet Jewelers Limited
Clarendon House
2 Church Street
Hamilton HM 11 Bermuda

Dear Sirs,

Re: Signet Jewelers Limited (the “Company”)

We have acted as special Bermuda legal counsel to the Company in connection with a registration statement on form S-8 (Registration No.333-●) filed with the Securities and Exchange Commission (the “Commission”) on June 15, 2018 (the “Registration Statement”, which term does not include any other document or agreement whether or not specifically referred to therein or attached as an exhibit or schedule thereto) relating to the registration under the United States Securities Act of 1933, as amended, (the “Securities Act”) of 5,825,000 common shares, par value US\$0.18 per share (the “Common Shares”), of which 3,575,000 Common Shares are issuable pursuant to the Signet Jewelers Limited 2018 Omnibus Incentive Plan (the “Omnibus Plan”), 1,000,000 Common Shares are issuable pursuant to the Signet Jewelers Limited Sharesave Scheme (the “Sharesave Scheme”), and 1,250,000 Common Shares are issuable pursuant to the Signet Jewelers Limited Employee Share Purchase Plan for U.S. Employees (the “U.S. Plan” and, together with the Omnibus Plan and the Sharesave Scheme, the “Plans” and each a “Plan”). The terms “Plans” or “Plan” do not include any other document or agreement whether or not specifically referred to in any one or more Plan or attached as an exhibit or schedule to any one or more Plan.

For the purposes of giving this opinion, we have examined copies of the Registration Statement and the Plans. We have also reviewed the memorandum of association and the bye-laws of the Company, each certified by the Secretary of the Company on 14 June 2018, minutes of a meeting of its directors held over 28 February 2018 and 1 March 2018, and minutes of a meeting of the Company’s compensation committee held on 25 April 2018 (together, the “Resolutions”) and such other documents and made such enquires as to questions of law as we have deemed necessary in order to render the opinion set forth below.

We have assumed (a) the genuineness and authenticity of all signatures and the conformity to the originals of all copies (whether or not certified) of all documents examined by us and the authenticity and completeness of the originals from which such copies were taken; (b) that where a document has been examined by us in draft form, it will be or has been executed and/or filed in the form of that draft, and where a number of drafts of a document have been examined by us all changes thereto have been marked or otherwise drawn to our attention; (c) the accuracy and completeness of all factual representations made in the Registration Statement, the Plans and other documents reviewed by us; (d) that the Resolutions were passed at one or more duly convened, constituted and quorate meetings, or by unanimous written resolutions, remain in full force and effect and have not been rescinded or amended; (e) that there is no provision of the law of any jurisdiction, other than Bermuda, which would have any implication in relation to the opinions expressed herein; (f) the validity and binding effect under the laws of the state of Ohio of the Omnibus Plan and the U.S. Plan in accordance with their respective terms; (g) the validity and binding effect under the laws of England & Wales of the Sharesave Scheme in accordance with its terms; (h) that there is no provision of any award, award agreement or sub-plan which would have any implication in relation to the opinions expressed herein; (i) that, upon the issue of any Common Shares, the Company will receive consideration for the full issue price thereof which shall be equal to at least the par value thereof; (j) that on the date of issuance of any of the Common Shares the Company will have sufficient authorised but unissued common shares; (k) that the Company's shares will be listed on an appointed stock exchange, as defined in the Companies Act 1981, as amended, and the consent to the issue and free transfer of the Common Shares given by the Bermuda Monetary Authority dated 25 June 2008 will not have been revoked or amended at the time of issuance of any Common Shares; and (l) that each Plan is approved by a resolution of the Company's members at a duly convened, constituted and quorate general meeting.

We express no opinion with respect to the issuance of shares pursuant to any provision of any Plan that purports to obligate the Company to issue shares following the commencement of a winding up or liquidation. We have made no investigation of and express no opinion in relation to the laws of any jurisdiction other than Bermuda. This opinion is to be governed by and construed in accordance with the laws of Bermuda and is limited to and is given on the basis of the current law and practice in Bermuda. This opinion is issued solely for the purposes of the filing of the Registration Statement and the issuance of the Common Shares by the Company pursuant to the Plans and is not to be relied upon in respect of any other matter.

On the basis of, and subject to, the foregoing, we are of the opinion that:

1. The Company is duly incorporated and existing under the laws of Bermuda in good standing (meaning solely that it has not failed to make any filing with any Bermuda government authority or to pay any Bermuda government fees or tax which would make it liable to be struck off the Register of Companies and thereby cease to exist under the laws of Bermuda).
2. When issued and paid for in accordance with the terms of the Plans, the Common Shares will be validly issued, fully paid and non-assessable (which term means when used herein that no further sums are required to be paid by the holders thereof in connection with the issue of such shares).

We consent to the filing of this opinion as an exhibit to the Registration Statement. In giving such consent, we do not hereby admit that we are experts within the meaning of Section 11 of the Securities Act or that we are in the category of persons whose consent is required under Section 7 of the Securities Act or the Rules and Regulations of the Commission promulgated thereunder.

Yours faithfully,

/s/ Conyers Dill & Pearman Limited
Conyers Dill & Pearman Limited

Consent of Independent Registered Public Accounting Firm

The Board of Directors
Signet Jewelers Limited:

We consent to the use of our report dated April 2, 2018, with respect to the consolidated balance sheets of Signet Jewelers Limited as of February 3, 2018 and January 28, 2017, and the related consolidated income statements, statements of comprehensive income, statements of cash flows, and statements of shareholders' equity for the 53 week period ended February 3, 2018, and the 52 week periods ended January 28, 2017 and January 30, 2016, and the related notes, and the effectiveness of internal control over financial reporting as of February 3, 2018, incorporated herein by reference.

/s/ KPMG LLP

Cleveland, Ohio
June 15, 2018

Signet Jewelers Limited

2018 Omnibus Incentive Plan

Article 1. Establishment & Purpose

1.1 Establishment . Signet Jewelers Limited, an exempted company registered in Bermuda hereby establishes the 2018 Signet Jewelers Limited Omnibus Incentive Plan (hereinafter referred to as the “**Plan**”) as set forth in this document. The 2009 Signet Jewelers Limited Omnibus Incentive Plan (the “**2009 Plan**”) shall continue in effect and unchanged with respect to awards outstanding under such plan but no further awards shall be granted thereunder as of the Effective Date, and any Shares available under the 2009 Plan will not be available for Awards under the Plan or otherwise.

1.2 Purpose of the Plan . The purpose of this Plan is to attract, retain and motivate officers, employees, non-employee directors, consultants and other personal service providers providing services to the Company, any of its Subsidiaries, or Affiliates and to promote the success of the Company’s business by providing the participants of the Plan with appropriate incentives.

Article 2. Definitions

Whenever capitalized in the Plan, the following terms shall have the meanings set forth below.

2.1 “**Affiliate**” means any entity that the Company, either directly or indirectly, is in common control with, is controlled by or controls, or any entity that the Company has a substantial direct or indirect equity interest in, as determined by the Board.

2.2 “**Award**” means any Option, Stock Appreciation Right, Restricted Stock, Restricted Stock Unit, Other Share-Based Award or Cash Award that is granted under the Plan.

2.3 “**Award Agreement**” means either (a) a written or electronic agreement entered into by the Company and a Participant setting forth the terms and provisions applicable to an Award granted under this Plan, or (b) a written or electronic statement issued by the Company, a Subsidiary, or Affiliate to a Participant describing the terms and conditions of the actual grant of such Award.

2.4 “**Beneficial Owner**” or “**Beneficial Ownership**” shall have the meaning ascribed to such term in Rule 13d-3 of the General Rules and Regulations under the Exchange Act.

2.5 “**Board**” means the Board of Directors of the Company.

2.6 “**Cash Award**” means an Award denominated in cash granted from time to time under Article 11 of the Plan.

2.7 “**Change of Control**” unless otherwise specified in the Award Agreement, means the occurrence of any of the following events:

- (a) Any Person becomes the Beneficial Owner, directly or indirectly, of more than fifty percent (50%) of the combined voting power of the then outstanding voting shares of the Company entitled to vote generally in the election of its directors (the “ **Outstanding Company Voting Securities** ”) including by way of merger, amalgamation, consolidation or otherwise; provided, however, that for purposes of this definition, the following acquisitions shall not be taken into account in determining whether a Change of Control has occurred: (i) any acquisition of voting shares of the Company directly from the Company or (ii) any acquisition by the Company or any of its Subsidiaries of Outstanding Company Voting Securities, including an acquisition by any employee benefit plan or related trust sponsored or maintained by the Company, or any of its Subsidiaries;
- (b) The following individuals (the “ **Incumbent Directors** ”) cease for any reason to constitute a majority of the number of directors then serving on the Board: individuals who, on the Effective Date, constitute the Board and any new director whose appointment or election by the Board or nomination for election by the Company’s shareholders was approved or recommended by a vote of at least a majority of the directors then still in office who either were directors on the Effective Date or whose appointment, election or nomination for election was previously so approved or recommended (other than such new director whose initial assumption of office is in connection with an actual or threatened election contest, including, but not limited to, a consent or proxy solicitation, relating to the election of directors of the Company by or on behalf of a Person other than the Board);
- (c) Consummation of a reorganization, merger, amalgamation or consolidation involving the Company or a sale or other disposition of all or substantially all of the assets of the Company (a “ **Business Combination** ”), unless, following such Business Combination: (i) individuals and entities that were the Beneficial Owners of Outstanding Company Voting Securities immediately prior to such Business Combination are the Beneficial Owners, directly or indirectly, of more than fifty percent (50%) of the combined voting power of the outstanding voting securities entitled to vote generally in the election of directors (or election of members of a comparable governing body) of the entity resulting from the Business Combination (including, without limitation, an entity which as a result of such transaction owns all or substantially all of the voting power of the outstanding voting securities entitled to vote generally in the election of directors or all or substantially all of the Company’s assets either directly or through one or more Subsidiaries) (the “ **Successor Entity** ”) in substantially the same proportions as their ownership immediately prior to such Business Combination and (ii) at least a majority of the members of the board of directors (or comparable governing body) of the Successor Entity immediately following the Business Combination were Incumbent Directors (including persons deemed to be Incumbent Directors) at the time of the execution of the initial agreement providing for such Business Combination.

Notwithstanding the foregoing, solely for purposes of determining the timing of payment or timing of distribution for purposes of an Award that constitutes “nonqualified deferred compensation” within the meaning of Section 409A, a Change of Control shall not be deemed to have occurred unless the events that have occurred will also constitute a “change in the ownership or effective control of a corporation, or a change in the ownership of a substantial portion of the assets of a corporation,” of the Company under Section 409A, or any successor provision.

2.8 “**Code**” means the U.S. Internal Revenue Code of 1986, as amended from time to time.

2.9 “**Committee**” means (i) the Compensation Committee of the Board or a subcommittee of the Compensation Committee of the Board, (ii) such other committee designated by the Board to administer this Plan or (iii) the Board.

2.10 “**Company**” means Signet Jewelers Limited, registered in Bermuda no. 42069, and any successor thereto.

2.11 “**Effective Date**” means the date set forth in Section 16.18.

2.12 “**Eligible Person**” means any person who is an Employee, Non-Employee Director, consultant or other personal service provider of the Company or any of its Subsidiaries or Affiliates.

2.13 “**Employee**” means an officer or other employee of the Company, a Subsidiary or Affiliate, including a member of the Board who is an employee of the Company, a Subsidiary or Affiliate.

2.14 “**Exchange Act**” means the Securities Exchange Act of 1934, as amended from time to time.

2.15 “**Fair Market Value**” means, as of any date, the per Share value determined as follows, in accordance with the applicable provisions of Section 409A of the Code to the extent required for setting the Option Price or grant price:

- (a) The closing price on the New York Stock Exchange or other recognized stock exchange or any established over-the-counter trading system on which dealings take place or if such date is not a trading day, the first trading day immediately preceding such date or such other method based on actual transactions in such Shares as reported by such market, as determined by the Committee; or

- (b) In the absence of an established market for the Shares of the type described above, the per Share Fair Market Value thereof shall be determined by the Committee in good faith.

2.16 “**Incentive Stock Option**” means an Option intended to meet the requirements of an incentive stock option as defined in Section 422 of the Code and designated as an Incentive Stock Option.

2.17 “**New York Stock Exchange**” means the New York Stock Exchange or any successor body carrying on the business of the New York Stock Exchange.

2.18 “**Non-Employee Director**” means a person defined in Rule 16b-3(b)(3) promulgated by the Securities and Exchange Commission under the Exchange Act, or any successor definition adopted by the Securities and Exchange Commission.

2.19 “**Nonqualified Stock Option**” means an Option that is not an Incentive Stock Option.

2.20 “**Other Share-Based Award**” means any right granted under Article 10 of the Plan.

2.21 “**Option**” means any stock option granted from time to time under Article 6 of the Plan.

2.1 “**Option Price**” means the purchase price per Share subject to an Option, as determined pursuant to Section 6.2 of the Plan.

2.22 “**Participant**” means any Eligible Person (or any permitted holder under Section 16.5) who holds an outstanding Award under the Plan.

2.23 “**Person**” shall have the meaning ascribed to such term in Section 3(a)(9) of the Exchange Act and used in Sections 13(d) and 14(d) thereof, including a “**group**” as defined in Section 13(d) thereof.

2.24 “**Plan**” means the Signet Jewelers Limited 2018 Omnibus Incentive Plan, as set forth herein, as may be amended from time to time and includes any sub-plan or appendix that may be created and approved by the Board.

2.25 “**Plan Year**” means the applicable fiscal year of the Company.

2.26 “**Restricted Stock**” means Shares granted from time to time under Article 8 of the Plan.

2.27 “**Restriction Period**” means the period during which Restricted Stock awarded under Article 8 of the Plan is subject to forfeiture.

2.28 “**Service**” means a Participant’s employment with the Company or any Subsidiary or Affiliate or a Participant’s service as a Non-Employee Director, consultant or other service provider with the Company or any Subsidiary or Affiliate, as applicable.

2.29 “**Share**” means a common share of the Company, par value \$0.18 per share, or such other class or kind of shares or other securities resulting from the application of Section 13.1.

2.30 “**Stock Appreciation Right**” means any right granted from time to time under Article 7 of the Plan.

2.31 “**Subsidiary**” means any corporation (other than the Company) in an unbroken chain of corporations beginning with the Company (or any parent of the Company) if each of the corporations, other than the last corporation in each unbroken chain owns stock possessing 50% or more of the total combined voting power of all classes of stock in one of the other corporations in such chain.

Article 3. Administration

3.1 Committee Members . The Plan shall be administered by a Committee comprised of no fewer than two members of the Board. To the extent determined by the Board, each member shall be (i) a Non-Employee Director and (ii) an “independent director” within the meaning of the listing requirements of any exchange or trading system on which the Company is listed. Notwithstanding the foregoing, the mere fact that a Committee member shall fail to qualify under any of the foregoing requirements shall not invalidate any Award made by the Committee which Award is otherwise validly made under the Plan. Neither the Company nor any member of the Committee shall be liable for any action or determination made in good faith by the Committee with respect to the Plan or any Award thereunder.

3.2 Authority of the Committee . The Committee shall have all powers and discretion necessary or appropriate to administer the Plan and to control its operation, including, but not limited to, the power to (i) determine the Eligible Persons to whom Awards shall be granted under the Plan, (ii) prescribe the restrictions, terms and conditions of all Awards, (iii) interpret the Plan and terms of the Awards, (iv) adopt rules for the administration, interpretation and application of the Plan as are consistent therewith, and interpret, amend or revoke any such rules, (v) make all determinations with respect to a Participant’s Service and the termination of such Service for purposes of any Award, (vi) correct any defect(s) or omission(s) or reconcile any ambiguity(ies) or inconsistency(ies) in the Plan or any Award thereunder, (vii) make all determinations it deems advisable for the administration of the Plan, (viii) decide all disputes arising in connection with the Plan and to otherwise supervise the administration of the Plan, (ix) subject to the terms of the Plan, amend the terms of an Award, (x) accelerate the vesting or, to the extent applicable, exercisability of any Award at any time (including, but not limited to, upon a Change of Control or upon termination of Service under certain circumstances, as set forth in the Award Agreement or otherwise), and (xi) adopt such procedures, modifications or subplans as are necessary or appropriate to permit participation in the Plan by Eligible Persons who are foreign nationals or employed outside of the United States. The Committee’s determinations under the Plan need not be uniform and may be made by the Committee selectively among Participants and Eligible Persons, whether or not such persons are similarly situated. The Committee shall, in its discretion, consider such factors as it deems relevant in making its interpretations, determinations and actions under the Plan including, without limitation, the recommendations or advice of any officer or employee of the Company or board of directors of a Subsidiary or such attorneys, consultants, accountants or other advisors as it may select. All interpretations, determinations, and actions by the Committee shall be final, conclusive, and binding upon all parties.

3.3 Delegation . The Committee shall have the right, from time to time, to delegate in writing to one or more officers of the Company or a Subsidiary the authority of the Committee to grant and determine the terms and conditions of Awards granted under the Plan, subject to the requirements of the provisions of the Companies Act 1981, as amended of Bermuda and the bye-laws of the Company (or any successor provision) or such other limitations as the Committee shall determine. In no event shall any such delegation of authority be permitted with respect to Awards granted to any member of the Board or to any Eligible Person who is subject to Rule 16b-3 under the Exchange Act. The Committee shall also be permitted to delegate, to any appropriate officer or employee of the Company or a Subsidiary, responsibility for performing certain ministerial functions under the Plan. In the event that the Committee's authority is delegated to officers or employees in accordance with the foregoing, all provisions of the Plan relating to the Committee shall be interpreted in a manner consistent with the foregoing by treating any such reference as a reference to such officer or employee for such purpose. Any action undertaken in accordance with the Committee's delegation of authority hereunder shall have the same force and effect as if such action was undertaken directly by the Committee and shall be deemed for all purposes of the Plan to have been taken by the Committee.

Article 4. Eligibility and Participation

4.1 Eligibility . Participants will consist of such Eligible Persons as the Committee in its sole discretion determines and whom the Committee may designate from time to time to receive Awards. In selecting Eligible Persons to be Participants, and in determining the type and amount of Awards to be granted under the Plan, the Committee shall consider any and all factors that it deems relevant or appropriate. Designation of a Participant in any year shall not require the Committee to designate such person to receive an Award in any other year or, once designated, to receive the same type or amount of Award as granted to the Participant in any other year.

4.2 Type of Awards . Awards under the Plan may be granted in any one or a combination of:

(a) Options, (b) Stock Appreciation Rights, (c) Restricted Stock, (d) Restricted Stock Units, (e) Other Share-Based Awards and (f) Cash Awards. Awards granted under the Plan shall be evidenced by Award Agreements (which need not be identical) that provide additional terms and conditions associated with such Awards, as determined by the Committee in its sole discretion; *provided, however*, that in the event of any conflict between the provisions of the Plan and any such Award Agreement, the provisions of the Plan shall prevail.

Article 5. Shares Subject to the Plan and Maximum Awards

5.1 Number of Shares Available for Awards.

(a) **General** . Subject to adjustment as provided in Article 13 hereof, the maximum number of Shares available for issuance to Participants pursuant to Awards under the Plan shall be 3,575,000 Shares. The number of Shares available for granting Incentive Stock Options under the Plan shall not exceed 3,575,000 Shares, subject to Article 13 hereof. The Shares available for issuance under the Plan may consist, in whole or in part, of authorized and unissued Shares or treasury Shares.

(b) **Share Replenishment** . Any Shares delivered to the Company as part or full satisfaction of the Option Price or grant price of an Option or Stock Appreciation Right or to satisfy the withholding obligation with respect to an Option or Stock Appreciation Right, shall not be available for future Awards (such that, with respect to a Stock Appreciation Right that is settled in Shares, the gross number of Shares pursuant to such Award shall not be available for future Awards). Any Shares delivered to the Company as part or full satisfaction of the purchase price of an Award, other than an Option or Stock Appreciation Right, or to satisfy the withholding obligation with respect to an Award, other than an Option or Stock Appreciation Right, shall again be available for Awards. In the event that any outstanding Award expires, is forfeited, cancelled or otherwise terminated without the issuance of Shares or is otherwise settled for cash, the Shares subject to such Award, to the extent of any such forfeiture, cancellation, expiration, termination or settlement for cash, shall again be available for Awards. If the Committee authorizes the assumption under this Plan, in connection with any merger, amalgamation, consolidation, acquisition of property or stock, or reorganization, of awards granted under another plan, such assumption shall not reduce the maximum number of Shares available for issuance under this Plan. In the event that any outstanding award under the 2009 Plan expires, is forfeited, cancelled or otherwise terminated without the issuance of Shares or is otherwise settled for cash, the Shares subject to such award, to the extent of any such forfeiture, cancellation, expiration, termination or settlement for cash, shall be available for Awards under the Plan.

(c) **Minimum Vesting** . The vesting period applicable to all Awards (or any portion of an Award), other than Cash Awards, shall be no less than one year; provided that up to 5% of Shares available for issuance to Participants pursuant to Awards under the Plan may be granted without regard to any minimum vesting period.

(d) **Awards Granted to Non-Employee Directors** . No Non-Employee Director of the Company or a Subsidiary or Affiliate may be granted, during any Plan Year, Awards having a fair value (determined on the date of grant) that, when added to the cash compensation paid by the Company to the Non-Employee Director during the same Plan Year, exceeds \$1,500,000.

Article 6. Stock Options

6.1 Grant of Options . The Committee is hereby authorized to grant Options to Eligible Persons. Options may be granted to an Eligible Person to the extent the Company is an “eligible issuer,” as defined in Section 409A, with respect to such person. Options shall be evidenced by Award Agreements that shall conform to the requirements of the Plan and may contain such other provisions as the Committee shall determine. Options shall permit a Participant to purchase from the Company a stated number of Shares at an Option Price established by the Committee, subject to the terms and conditions described in this Article 6 and to such additional terms and conditions, as established by the Committee, in its sole discretion, that are consistent with the provisions of the Plan. Options shall be designated as either Incentive Stock Options or Nonqualified Stock Options.

6.2 Option Price . The Option Price shall be determined by the Committee at the time of grant, but shall not be less than the Fair Market Value of a Share on the date of grant.

6.3 Vesting and Exercisability of Options . The Committee shall, in its discretion, prescribe in an Award Agreement the time or times at which or the conditions upon which, an Option or portion thereof shall become vested and/or exercisable, subject to Section 5.1(c). The requirements for vesting and exercisability of an Option may be based on the continued Service of the Participant for a specified time period (or periods), on the attainment of a specified performance goal(s) and/or on such other terms and conditions as approved by the Committee in its discretion.

6.4 Option Term . The Committee shall in its discretion prescribe in an Award Agreement the period during which a vested Stock Option may be exercised; provided, however, that the maximum term of a Stock Option shall be ten (10) years from the date of grant. The Committee may provide that a Stock Option will cease to be exercisable upon or at the end of a specified time period following a termination of Service for any reason as set forth in the Award Agreement or otherwise. Subject to Section 409A of the Code and the provisions of this Article 6, the Committee may extend at any time the period in which a Stock Option may be exercised.

6.5 Method of Exercise . Subject to such terms and conditions as specified in an Award Agreement, an Option may be exercised for all, or any part, of the Shares for which it is then exercisable at any time during the term thereof by notice in the form required by the Company, together with payment of the aggregate Option Price and applicable tax withholding, pursuant to Section 16.3 of the Plan. For purposes of this Article 6, the exercise date of an Option shall be the later of the date a notice of exercise is received by the Company and, if applicable, the date payment is received by the Company pursuant to clauses (i), (ii), (iii), (iv) or (v) in the following sentence (including the applicable tax withholding pursuant to Section 16.3 of the Plan). The aggregate Option Price for the Shares as to which an Option is exercised shall be paid to the Company in full at the time of exercise at the election of the Participant (i) in cash or its equivalent (e.g., by cashier’s check), (ii) to the extent permitted by the Committee, in Shares (whether or not previously owned by the Participant) having a Fair Market Value equal to the aggregate Option Price for the Shares being purchased and satisfying such other requirements as may be imposed by the Committee, (iii) partly in cash and, to the extent permitted by the Committee, partly in such Shares (as described in (ii) above), (iv) to the extent permitted by the Committee, by reducing the number of Shares otherwise deliverable upon the exercise of the Option by the number of Shares having a Fair Market Value on the date of exercise equal to the Option Price or (v) if there is a public market for the Shares at such time, subject to such requirements as may be imposed by the Committee, through the delivery of irrevocable instructions to a broker to sell Shares obtained upon the exercise of the Option and to deliver promptly to the Company an amount out of the proceeds of such sale equal to the aggregate Option Price for the Shares being purchased. The Committee may prescribe any other method of payment that it determines to be consistent with applicable law and the purpose of the Plan.

6.6 Additional Rules for Incentive Stock Options .

(a) **Eligibility** . An Incentive Stock Option shall be interpreted to comply with Section 422 of the Code and the Treasury Regulations thereunder. Incentive Stock Options may only be granted to an Eligible Person who is considered an employee for purposes of Treasury Regulation Section 1.421-1(h) with respect to the Company or any Subsidiary that qualifies as a “subsidiary corporation” with respect to the Company for purposes of Section 424(f) of the Code.

(b) **Annual Limits** . No Incentive Stock Option shall be granted to a Participant as a result of which the aggregate Fair Market Value (determined as of the Date of Grant) of the Shares with respect to which incentive stock options under Section 422 of the Code are exercisable for the first time in any calendar year under the Plan and any other stock option plans of the Company or any subsidiary corporation under Section 424(f) of the Code, would exceed \$100,000, determined in accordance with Section 422(d) of the Code. This limitation shall be applied by taking Options into account in the order in which granted. Any Option grant that exceeds such limit shall be treated as a Nonqualified Stock Option.

(c) **Additional Limitations** . In the case of any Incentive Stock Option granted to an Eligible Person who owns, either directly or indirectly (taking into account the attribution rules contained in Section 424(d) of the Code), shares possessing more than ten percent (10%) of the total combined voting power of all classes of shares of the Company or any subsidiary corporation under Section 424(f) of the Code, the Option Price shall not be less than one hundred ten percent (110%) of the Fair Market Value of a Share on the date of grant and the maximum term shall be five (5) years.

(d) **Termination of Service** . An Award of an Incentive Stock Option may provide that such Option may be exercised not later than (i) three (3) months following termination of Service of the Participant with the Company and all subsidiary corporations under Section 424(f) of the Code (other than as set forth in clause (ii) of this Section 6.6(d)) or (ii) one year following termination of Service of the Participant with the Company and all subsidiary corporations under Section 424(f) of the Code due to death or permanent and total disability within the meaning of Section 22(e)(3) of the Code, in each case as and to the extent determined by the Committee to comply with the requirements of Section 422 of the Code.

(e) **Other Terms and Conditions** . Any Incentive Stock Option granted hereunder shall contain such additional terms and conditions, not inconsistent with the terms of the Plan, as are deemed necessary or desirable by the Committee, which terms, together with the terms of the Plan, shall be intended and interpreted to cause such Incentive Stock Option to qualify as an “incentive stock option” under Section 422 of the Code. An Option that is granted as an Incentive Stock Option shall, to the extent it fails to qualify as an “incentive stock option” under the Code, be treated as a Nonqualified Stock Option

(f) **Disqualifying Dispositions** . If Shares acquired by exercise of an Incentive Stock Option are disposed of within two years following the date of grant or one year following the transfer of such shares to the Participant upon exercise, the Participant shall, promptly following such disposition, notify the Company in writing of the date and terms of such disposition and provide such other information regarding the disposition as the Company may reasonably require.

6.7 Repricing Prohibited . Subject to the adjustment provisions contained in Section 13.1 hereof, without the prior approval of the Company's shareholders, neither the Committee nor the Board shall cancel an Option when the Option Price per share exceeds the Fair Market Value of one Share in exchange for cash or another Award (other than in connection with a Change of Control) or cause the cancellation, substitution or amendment of an Option that would have the effect of reducing the Option Price of such Option previously granted under the Plan or otherwise approve any modification to such Option, that would be treated as a "repricing" under the then applicable rules, regulations or listing requirements adopted by the New York Stock Exchange or other principal exchange on which the Shares are then listed

6.8 No Rights as Shareholder . The Participant shall not have any rights as a shareholder with respect to the Shares underlying an Option until such time as Shares are delivered to the Participant pursuant to the terms of the Award Agreement. Dividends shall not be paid with respect to Shares subject to an Option and dividend equivalent rights may not be granted with respect to Shares subject to an Option.

Article 7. Stock Appreciation Rights

7.1 Grant of Stock Appreciation Rights . The Committee is hereby authorized to grant Stock Appreciation Rights to Eligible Persons, including a grant of Stock Appreciation Rights in tandem with any Option at the same time such Option is granted (a "**Tandem SAR**"). Stock Appreciation Rights shall be evidenced by Award Agreements that shall conform to the requirements of the Plan and may contain such other provisions as the Committee shall determine. Subject to the terms of the Plan and any applicable Award Agreement, a Stock Appreciation Right granted under the Plan shall confer on the Participant a right to receive, upon exercise thereof, the excess of (a) the Fair Market Value of a specified number of Shares on the date of exercise over (b) the grant price of the right as specified by the Committee on the date of the grant. Such payment may be in the form of cash, Share, other property or any combination thereof, as the Committee shall determine in its sole discretion. Stock Appreciation Rights may be granted on a basis that allows for the exercise of the right by the Participant or that provides for the automatic payment of the right upon a specified date or event.

7.2 Grant Price of Stock Appreciation Rights . The grant price of a Stock Appreciation Right shall be determined by the Committee at the time of grant, but shall not be less than the Fair Market Value of a Share on the date of grant.

7.3 Vesting of Stock Appreciation Rights . The Committee shall, in its discretion, prescribe in an Award Agreement the time or times at which or the conditions upon which, a Stock Appreciation or portion thereof shall become vested and/or exercisable, subject to Section 5.1(c). The requirements for vesting and exercisability of a Stock Appreciation Right may be based on the continued Service of the Participant for a specified time period (or periods), on the attainment of a specified performance goal(s) and/or on such other terms and conditions as approved by the Committee in its discretion.

7.4 Stock Appreciation Right Term . The Committee shall in its discretion prescribe in an Award Agreement the period during which a vested Stock Appreciation Right may be exercised and the methods of exercise or settlement; provided, however, that the maximum term of a Stock Appreciation Right shall be ten (10 years). The Committee may impose such other conditions or restrictions on the exercise of any Stock Appreciation Right as it may deem appropriate.

7.5 Tandem Stock Appreciation Rights and Options . A Tandem SAR shall be exercisable only to the extent that the related Option is exercisable and shall expire no later than the expiration of the related Option. Upon the exercise of all or a portion of a Tandem SAR, a Participant shall be required to forfeit the right to purchase an equivalent portion of the related Option (and, when a Share is purchased under the related Option, the Participant shall be required to forfeit an equivalent portion of the Stock Appreciation Right).

7.6 Repricing Prohibited . Subject to the adjustment provisions contained in Section 13.1 hereof, without the prior approval of the Company's shareholders, neither the Committee nor the Board shall cancel a Stock Appreciation Right when the grant price per share exceeds the Fair Market Value of one Share in exchange for cash or another Award (other than in connection with a Change of Control) or cause the cancellation, substitution or amendment of a Stock Appreciation Right that would have the effect of reducing the grant price of such a Stock Appreciation Right previously granted under the Plan or otherwise approve any modification to such Stock Appreciation Right that would be treated as a "repricing" under the then applicable rules, regulations or listing requirements adopted by the New York Stock Exchange or other principal exchange on which the Shares are then listed.

7.7 No Rights as Shareholder . The Participant shall not have any rights as a shareholder with respect to the Stock Appreciation Rights or Tandem SARs until such time as Shares are delivered to the Participant pursuant to the terms of the Award Agreement. Dividends shall not be paid with respect to a Stock Appreciation Right or Tandem SAR and dividend equivalent rights may not be granted with respect to a Stock Appreciation Right or Tandem SAR.

Article 8. Restricted Stock

8.1 Grant of Restricted Stock . The Committee is hereby authorized to grant Restricted Stock to Eligible Persons. An Award of Restricted Stock is a grant by the Committee of a specified number of Shares to the Participant, which Shares are subject to forfeiture upon the occurrence of specified events. The Committee may require the payment by the Participant of a specified purchase price in connection with any Award of Restricted Stock. Restricted Stock shall be evidenced by an Award Agreement, which shall conform to the requirements of the Plan and may contain such other provisions as the Committee shall determine.

8.2 Vesting of Restricted Stock Awards . The Committee shall, in its discretion, prescribe in an Award Agreement the period(s) of restriction and the performance, employment or other conditions (including the termination of a Participant's Service) under which the Restricted Stock may be forfeited to the Company, subject to Section 5.1(c).

8.3 Terms of Restricted Stock Awards . Any Restricted Stock granted under the Plan shall be evidenced in such manner as the Committee may deem appropriate, including book-entry registration or issuance of a share certificate or certificates (in which case, the certificate(s) representing such Shares shall be legended as to sale, transfer, assignment, pledge or other encumbrances during the Restriction Period and deposited by the Participant, together with a stock power endorsed in blank, with the Company, to be held in escrow during the Restriction Period). At the end of the Restriction Period, the restrictions imposed hereunder and under the Award Agreement shall lapse with respect to the number of Shares of Restricted Stock as determined by the Committee, and the legend shall be removed and such number of Shares delivered to the Participant (or, where appropriate, the Participant's legal representative).

8.4 Voting and Dividend Rights . The Committee shall determine and set forth in a Participant's Award Agreement whether or not a Participant holding Restricted Stock granted hereunder shall have the right to exercise voting rights with respect to the Restricted Stock during the Restriction Period (the Committee may require a Participant to grant an irrevocable proxy and power of substitution) and have the right to receive dividends on the Restricted Stock during the Restriction Period (and, if so, on what terms); provided that if a Participant has the right to receive dividends paid with respect to Restricted Stock, such dividends shall be subject to the same vesting terms as the related Restricted Stock.

8.5 Section 83(b) Election . If a Participant makes an election pursuant to Section 83(b) of the Code concerning Restricted Stock, the Participant shall be required to file promptly a copy of such election with the Company.

Article 9. Restricted Stock Units

9.1 Grant of Restricted Stock Units . The Committee is hereby authorized to grant Restricted Stock Units to Eligible Persons. Restricted Stock Units represent the right to receive Shares or cash, or a combination thereof, at a specified date in the future. Restricted Stock Units shall be subject to such restrictions and conditions as the Committee shall determine. Restricted Stock Units shall be evidenced by Award Agreements that shall conform to the requirements of the Plan and may contain such other provisions as the Committee shall determine.

9.2 Vesting of Restricted Stock Units . The Committee shall, in its discretion, prescribe in an award agreement the vesting requirements with respect to Restricted Stock Units, subject to Section 5.1(c). The requirements for vesting of a Restricted Stock Unit may be based on the continued Service of the Participant for a specified time period (or periods) and/or on such other terms and conditions as approved by the Committee (including performance goal(s)).

9.3 Payment of Restricted Stock Units . Restricted Stock Units shall become payable to a Participant at the time or times determined by the Committee and set forth in the Award Agreement, which may be upon or following the vesting of the Award. Payment of a Restricted Stock Unit may be made, as approved by the Committee and set forth in the Award Agreement, in cash or in Shares or in a combination thereof. Any cash payment for or in respect of a Restricted Stock Unit shall be made based upon the Fair Market Value of a Share on the payment date.

9.4 Dividend Equivalent Rights . Dividends shall not be paid with respect to Restricted Stock Units. Dividend equivalent rights may be granted with respect to the Shares subject to Restricted Stock Units to the extent permitted by the Committee and set forth in the applicable Award Agreement; provided that any dividend equivalent rights granted shall be subject to the same vesting terms as the related Restricted Stock Units.

9.5 No Rights as Shareholder . The Participant shall not have any rights as a shareholder with respect to the Shares subject to a Restricted Stock Unit until such time as Shares are delivered to the Participant pursuant to the terms of the Award Agreement

Article 10. Other Share-Based Awards

The Committee is hereby authorized, in its discretion, to grant Awards of Shares and Awards that are valued, in whole or in part, by reference to, or are otherwise based on the Fair Market Value of, Shares (the “**Other Share-Based Awards**”), including without limitation, phantom awards, to Eligible Persons. Other Share-Based Awards shall be evidenced by Award Agreements that shall conform to the requirements of the Plan and may contain such other provisions as the Committee shall determine. The Committee shall determine and set forth in a Participant’s Award Agreement whether or not a Participant holding an Other Share-Based Award granted hereunder shall have the right to receive dividends or dividend equivalents with respect to Shares underlying the Other Share-Based Award (and, if so, on what terms); provided that if a Participant has the right to receive dividends or dividend equivalents, such rights shall be subject to the same vesting terms as the related Other Share-Based Award. Such Other Share-Based Awards shall be in such form, and dependent on such conditions, as the Committee shall determine, including, without limitation, the right to receive one or more Shares (or the equivalent cash value of such Shares) upon the completion of a specified period of Service, the occurrence of an event and/or the attainment of performance objectives. Other Share-Based Awards may be granted alone or in addition to any other Awards granted under the Plan. Subject to the provisions of the Plan, the Committee shall determine to whom and when Other Share-Based Awards will be made, the number of Shares to be awarded under (or otherwise related to) such Other Share-Based Awards, whether such Other Share-Based Awards shall be settled in cash, Shares or a combination of cash and Shares, and all other terms and conditions of such Awards (including, without limitation, the vesting provisions thereof and provisions ensuring that all Shares so awarded and issued shall be fully paid and non-assessable), subject to Section 5.1(c).

Article 11. Cash Awards

11.1 Grant of Cash Awards . The committee is hereby authorized to grant Cash Awards to Eligible Persons. Each Cash Award shall be denominated in cash and shall be evidenced by an Award Agreement that shall conform to the requirements of the Plan and may contain such other provisions as the Committee may determine. The Committee may accelerate the vesting of a Cash Award upon a Change of Control or termination of Service under certain circumstances, as set forth in the applicable Award Agreement.

11.2 Payment . Payment amounts may be based on the attainment of specified levels of the performance goals, including, if applicable, specified threshold, target and maximum performance levels, and performance falling between such levels. The requirements for payment may be also based upon the continued Service of the Participant with the Company or a Subsidiary or Affiliate during a specified period and on such other conditions as determined by the Committee and set forth in the applicable Award Agreement.

Article 12. Compliance with Section 409A of the Code and Section 457A of the Code

12.1 General . The Company intends that any Awards be structured in compliance with, or to satisfy an exemption from, Section 409A of the Code (“**Section 409A**”), such that there are no adverse tax consequences, interest, or penalties as a result of the Awards. Notwithstanding the Company’s intention, in the event any Award is or may be subject to the taxes and penalties under Section 409A, the Committee may, in its sole discretion and without a Participant’s prior consent, amend the Plan and/or Awards, adopt policies and procedures, or take any other actions (including amendments, policies, procedures and actions with retroactive effect) as are necessary or appropriate to (a) exempt the Plan and/or any Award from the application of Section 409A, (b) preserve the intended tax treatment of any such Award, or (c) comply with the requirements of Section 409A, including without limitation any such regulations guidance, compliance programs and other interpretative authority that may be issued after the date of the grant.

12.2 Payments to Specified Employees . Notwithstanding any contrary provision in the Plan or Award Agreement, any payment(s) of nonqualified deferred compensation (within the meaning of Section 409A) that are otherwise required to be made under the Plan to a “specified employee” (as defined under Section 409A) as a result of his or her separation from service (other than a payment that is not subject to Section 409A) shall be delayed for the first six (6) months following such separation from service (or, if earlier, the date of death of the specified employee) and shall instead be paid (in a manner set forth in the Award Agreement) on the payment date that immediately follows the end of such six-month period or as soon as administratively practicable thereafter, and any remaining payments shall be paid or provided in accordance with the normal payment dates specified for them in the Plan or Award Agreement.

12.3 Separation from Service . A termination of employment shall not be deemed to have occurred for purposes of any provision of the Plan or any Award Agreement providing for the payment of any amounts or benefits that are considered nonqualified deferred compensation under Section 409A upon or following a termination of employment, unless such termination is also a “separation from service” within the meaning of Section 409A and the payment thereof prior to a “separation from service” would violate Section 409A. For purposes of any such provision of the Plan or any Award Agreement relating to any such payments or benefits, references to a “termination,” “termination of employment” or like terms shall mean “separation from service.”

12.4 Section 457A . The Company intends that any Awards be structured in compliance with, or to satisfy an exemption from, Section 457A of the Code (“ **Section 457A** .”) and all regulations, guidance, compliance programs and other interpretative authority thereunder, such that there are no adverse tax consequences, interest, or penalties as a result of the payments. Notwithstanding the Company’s intention, in the event any Award is subject to Section 457A, the Committee may, in its sole discretion and without a Participant’s prior consent, amend the Plan and/or Awards, adopt policies and procedures, or take any other actions (including amendments, policies, procedures and actions with retroactive effect) as are necessary or appropriate to (a) exempt the Plan and/or any Award from the application of Section 457A, (b) preserve the intended tax treatment of any such Award, or (c) comply with the requirements of Section 457A, including without limitation any such regulations, guidance, compliance programs and other interpretative authority that may be issued after the date of the grant.

Article 13. Adjustments

13.1 Adjustments in Authorized Shares . In the event of any corporate event or transaction involving the Company, a Subsidiary and/or an Affiliate (including, but not limited to, a change in the Shares of the Company or the capitalization of the Company) such as a merger, amalgamation, consolidation, reorganization, recapitalization, reclassification, separation, stock dividend, extraordinary cash dividend, stock split, reverse stock split, split up, spin-off, combination of Shares, exchange of Shares, dividend in kind, amalgamation, or other like change in capital structure (other than normal cash dividends to shareholders of the Company), or any similar corporate event or transaction, the Committee shall, in the manner and to the extent it considers appropriate and equitable to Participants and consistent with the terms of the Plan, cause an adjustment to be made to (i) the maximum number and kind of Shares, units or other securities or property that may be issued under the Plan or under particular forms of Awards, (ii) the number and kind of Shares, units or other rights subject to then outstanding Awards, (iii) the Option Price, grant price or purchase price for each share or unit or other right subject to then outstanding Awards, (iv) other value determinations applicable to the Plan and/or outstanding Awards, and (v) any other terms of an Award that are affected by the event. Notwithstanding the foregoing, in the case of Incentive Stock Options, any such adjustments shall, to the extent practicable, be made in a manner consistent with the requirements of Section 424(a) of the Code, unless otherwise determined by the Committee.

13.2 Change of Control . Upon the occurrence of a Change of Control after the Effective Date, unless otherwise specifically prohibited under applicable laws or by the applicable rules and regulations of any governing governmental agencies or national securities exchanges, or unless the Committee shall determine otherwise in the Award Agreement, the Committee is authorized (but not obligated) to make adjustments in the terms and conditions of outstanding Awards, including without limitation the following (or any combination thereof): (i) continuation or assumption of such outstanding Awards under the Plan by the Company (if it is the surviving company or corporation) or by the surviving company or corporation or its parent; (ii) substitution by the surviving company or corporation or its parent of Awards with substantially the same terms for such outstanding Awards; (iii) accelerated exercisability, vesting and/or lapse of restrictions under outstanding Awards immediately prior to the occurrence of such event; (iv) upon written notice, provide that any outstanding Awards must be exercised, to the extent then exercisable, during a reasonable period of time immediately prior to the scheduled consummation of the event, or such other period as determined by the Committee (contingent upon the consummation of the event), and at the end of such period, such Awards shall terminate to the extent not so exercised within the relevant period; and (v) cancellation of all or any portion of outstanding Awards for fair value (as determined in the sole discretion of the Committee and which may be zero) which, in the case of Options and Stock Appreciation Rights or similar Awards, may equal the excess, if any, of the value of the consideration to be paid in the Change of Control transaction to holders of the same number of Shares subject to such Awards (or, if no such consideration is paid, Fair Market Value of the Shares subject to such outstanding Awards or portion thereof being canceled) over the aggregate Option Price or grant price, as applicable, with respect to such Awards or portion thereof being canceled, or if no such excess, zero; provided further, that if any payments or other consideration payable to holders of Shares are deferred and/or contingent as a result of escrows, earn outs, holdbacks or any other contingencies, payments under this provision may be made subject to the same terms and conditions applicable to the holders of Shares generally in connection with the Change of Control.

Article 14. Forfeiture Events

14.1 General. The Committee may specify in an Award Agreement at the time of the Award that the Participant's rights, payments and benefits with respect to an Award are subject to reduction, cancellation, forfeiture or recoupment upon the occurrence of certain specified events, in addition to any otherwise applicable vesting or performance conditions of an Award. Such events may include, without limitation, termination of Service for Cause, violation of material Company policies, breach of noncompetition, non-solicitation, confidentiality or other restrictive covenants that may apply to the Participant or other conduct by the Participant that is detrimental to the business or reputation of the Company.

14.2 Termination for Cause .

(a) **Treatment of Awards.** Unless otherwise provided by the Committee and set forth in an Award Agreement, if (i) a Participant's Service with the Company or any Subsidiary or Affiliate shall be terminated for Cause or (ii) after termination of Service for any other reason, the Committee determines in its discretion either that, (1) during the Participant's period of Service, the Participant engaged in an act which would have warranted termination of Service for Cause or (2) after termination, the Participant engaged in conduct that violated any continuing obligation or duty of the Participant in respect of the Company or any Subsidiary or Affiliate, such Participant's rights, payments and benefits with respect to an Award shall be subject to cancellation, forfeiture and/or recoupment. The Committee shall have the power to determine whether the Participant has been terminated for Cause, the date upon which such termination for Cause occurs, whether the Participant engaged in an act which would have warranted termination of Service for Cause or engaged in conduct that violated any continuing obligation or duty of the Participant in respect of the Company or any Subsidiary or Affiliate. Any such determination shall be final, conclusive and binding upon all Persons. In addition, if the Committee shall reasonably determine that a Participant has committed or may have committed any act which could constitute the basis for a termination of such Participant's Service for Cause or violates any continuing obligation or duty of the Participant in respect of the Company or any Subsidiary or Affiliate, the Committee may suspend the Participant's rights to exercise any Stock Option or Stock Appreciation Right, receive any payment or vest in any right with respect to any Award pending a determination by the Committee of whether an act or omission could constitute the basis for a termination for Cause as provided in this Section 14.2.

(b) **Definition of Cause** . Unless otherwise defined in an Award Agreement, “**Cause**” shall mean: (i) fraud, embezzlement, gross insubordination on the part of the Participant or any act of moral turpitude or misconduct (which misconduct adversely affects the business or reputation of the Company or any Subsidiary or Affiliate) by the Participant; (ii) conviction of, or the entry of a plea of *nolo contendere* by, the Participant for any felony; or (iii) a material breach of, or the willful failure or refusal by the Participant to perform and discharge, his duties, responsibilities or obligations under any Agreement with the Company or a Subsidiary or Affiliate and any other agreement relating to the Participant’s provision of Service to the Company or any Subsidiary or Affiliate.

Any voluntary termination of Service or other engagement by the Participant in anticipation of an involuntary termination of the Participant’s Service for Cause shall be deemed to be a termination for “Cause.” Notwithstanding the foregoing, in the event that a Participant is party to an employment, severance or similar agreement with the Company or any of its affiliates and such agreement contains a definition of “Cause,” the definition of “Cause” set forth above shall be deemed replaced and superseded, with respect to such Participant, by the definition of “Cause” used in such employment, severance or similar agreement.

14.3 Accounting Restatement . If a Participant receives compensation pursuant to an Award under the Plan based on financial statements that are subsequently required to be restated in a way that would decrease the value of such compensation, the Participant will, to the extent not otherwise prohibited by law, upon the written request of the Company, forfeit and repay to the Company the difference between what the Participant received and what the Participant should have received based on the accounting restatement, in accordance with (i) the Company’s compensation recovery, “clawback” or similar policy, as may be in effect from time to time and (ii) any compensation recovery, “clawback” or similar policy made applicable by law including the provisions of Section 945 of the Dodd-Frank Wall Street Reform and Consumer Protection Act and the rules, regulations and requirements adopted thereunder by the Securities and Exchange Commission and/or any national securities exchange on which the Company’s equity securities may be listed (the “**Policy**”). By accepting an Award hereunder, the Participant acknowledges and agrees that the Policy, whenever adopted, shall apply to such Award, and all incentive-based compensation payable pursuant to such Award shall be subject to forfeiture and repayment pursuant to the terms of the Policy.

Article 15. Duration, Amendment, Modification, Suspension, and Termination

15.1 Duration of the Plan . Unless sooner terminated as provided in Section 15.2, the Plan shall terminate on the tenth (10th) anniversary of the Effective Date.

15.2 Amendment, Modification, Suspension, and Termination of Plan . The Committee may amend, alter, suspend, discontinue, or terminate (for purposes of this Section 15.2, an “**Action**”) the Plan or any portion thereof or any Award (or Award Agreement) thereunder at any time; *provided* that no such Action shall be made, other than as permitted under Article 12 or 13, (i) without shareholder approval (A) if such approval is necessary to comply with any tax (e.g. with respect to Incentive Stock Options) or regulatory requirement applicable to the Plan or (B) if such Action requires shareholder approval under applicable stock exchange requirements, and (ii) without the written consent of the affected Participant, if such Action would materially diminish the rights of any Participant under any Award theretofore granted to such Participant under the Plan; *provided, however*, that the Committee may amend the Plan, any Award or any Award Agreement without such consent of the Participant in such manner as it deems necessary to comply with applicable laws.

Article 16. General Provisions

16.1 No Right to Service . The granting of an Award under the Plan shall impose no obligation on the Company, any Subsidiary or any Affiliate to continue the Service of a Participant and shall not lessen or affect any right that the Company, any Subsidiary or any Affiliate may have to terminate the Service of such Participant. No Participant or other Person shall have any claim to be granted any Award.

16.2 Settlement of Awards; Fractional Shares . Each Award Agreement shall establish the form in which the Award shall be settled. The Committee shall determine whether cash, Awards, other securities or other property shall be issued or paid in lieu of fractional Shares or whether such fractional Shares or any rights thereto shall be rounded, forfeited or otherwise eliminated.

16.3 Tax Withholding . The Company shall have the power and the right to deduct or withhold automatically from any amount deliverable under the Award or otherwise, or require a Participant to remit to the Company, the minimum statutory amount (or the maximum or other rate as determined by the Committee in an Award Agreement or otherwise) to satisfy federal, state, and local taxes, domestic or foreign, required by law or regulation to be withheld with respect to any taxable event arising as a result of the Plan. With respect to required withholding, Participants may elect (subject to the Company's automatic withholding right set out above), subject to the approval of the Committee, to satisfy the withholding requirement, in whole or in part, by having the Company withhold Shares having a Fair Market Value on the date the tax is to be determined equal to the minimum statutory (or the maximum or other rate as determined by the Committee in an Award Agreement or otherwise) total tax that could be imposed on the transaction.

16.4 No Guarantees Regarding Tax Treatment . Participants (or their beneficiaries) shall be responsible for all taxes with respect to any Awards under the Plan. The Committee and the Company make no guarantees to any Person regarding the tax treatment of Awards or payments made under the Plan. Neither the Committee nor the Company has any obligation to take any action to prevent the assessment of any tax on any Person with respect to any Award under Section 409A of the Code or Section 457A of the Code or otherwise and none of the Company, any of its Subsidiaries or Affiliates, or any of their employees or representatives shall have any liability to a Participant with respect thereto.

16.5 Non-Transferability of Awards . Unless otherwise determined by the Committee, an Award shall not be transferable or assignable by the Participant except in the event of his death (subject to the applicable laws of descent and distribution) and any such purported assignment, alienation, pledge, attachment, sale, transfer or encumbrance shall be void and unenforceable against the Company or any Affiliate. No transfer shall be permitted for value or consideration. An award exercisable after the death of a Participant may be exercised by the legatees, personal representatives or distributees of the Participant. Any permitted transfer of the Awards to heirs or legatees of the Participant shall not be effective to bind the Company unless the Committee shall have been furnished with written notice thereof and a copy of such evidence as the Committee may deem necessary to establish the validity of the transfer and the acceptance by the transferee or transferees of the terms and conditions hereof.

16.6 Conditions and Restrictions on Shares . The Committee may impose such other conditions or restrictions on any Shares received in connection with an Award as it may deem advisable or desirable. These restrictions may include, but shall not be limited to, a requirement that the Participant hold the Shares received for a specified period of time or a requirement that a Participant represent and warrant in writing that the Participant is acquiring the Shares for investment and without any present intention to sell or distribute such Shares. The certificates for Shares may include any legend which the Committee deems appropriate to reflect any conditions and restrictions applicable to such Shares.

16.7 Compliance with Law . The granting of Awards and the issuance of Shares under the Plan shall be subject to all applicable laws, rules, and regulations, and to such approvals by any governmental agencies, or any stock exchanges on which the Shares are admitted to trading or listed, as may be required. The Company shall have no obligation to issue or deliver evidence of title for Shares issued under the Plan prior to:

- (a) Obtaining any approvals from governmental agencies that the Company determines are necessary or advisable; and
- (b) Completion of any registration or other qualification of the Shares under any applicable national, state or foreign law or ruling of any governmental body that the Company determines to be necessary or advisable.

The restrictions contained in this Section 16.7 shall be in addition to any conditions or restrictions that the Committee may impose pursuant to Section 16.6. The inability of the Company to obtain authority from any regulatory body having jurisdiction, which authority is deemed by the Company's counsel to be necessary to the lawful issuance and sale of any Shares hereunder, shall relieve the Company of any liability in respect of the failure to issue or sell such Shares as to which such requisite authority shall not have been obtained.

16.8 Awards to Non-U.S. Employees or Directors . To comply with the laws in countries other than the United States in which the Company or any of its Subsidiaries or Affiliates operates or has Employees or Directors, the Committee, in its sole discretion, shall have the power and authority to:

- (a) Determine which Subsidiaries or Affiliates shall be covered by the Plan;
- (b) Determine which Eligible Persons outside the United States are eligible to participate in the Plan;
- (c) Modify the terms and conditions of any Award granted to Eligible Persons outside the United States to comply with applicable foreign laws;

(d) Take any action, before or after an Award is made, that it deems advisable to obtain approval or comply with any necessary local government regulatory exemptions or approvals; and

(e) Establish subplans and modify exercise procedures and other terms and procedures, to the extent such actions may be necessary or advisable. Any subplans and modifications to Plan terms and procedures established under this Section 16.8 by the Committee shall be appendices of the Plan.

16.9 Rights as a Shareholder . Except as otherwise provided herein or in the applicable Award Agreement, a Participant shall have none of the rights of a shareholder with respect to Shares covered by any Award until the Participant becomes the record holder of such Shares.

16.10 Trading Policy and Other Restrictions . Transactions involving Awards under the Plan shall be subject to the Company's Code for Securities Transactions and other restrictions, terms and conditions, to the extent established by the Committee or by applicable law, including any other applicable policies set by the Committee, from time to time

16.11 Severability . If any provision of the Plan or any Award is or becomes or is deemed to be invalid, illegal, or unenforceable in any jurisdiction, or as to any Person or Award, or would disqualify the Plan or any Award under any law deemed applicable by the Committee, such provision shall be construed or deemed amended to conform to applicable laws, or if it cannot be so construed or deemed amended without, in the determination of the Committee, materially altering the intent of the Plan or the Award, such provision shall be stricken as to such jurisdiction, Person, or Award, and the remainder of the Plan and any such Award shall remain in full force and effect.

16.12 Unfunded Plan . Participants shall have no right, title, or interest whatsoever in or to any investments that the Company or any of its Subsidiaries or Affiliates may make to aid it in meeting its obligations under the Plan. Nothing contained in the Plan, and no action taken pursuant to its provisions, shall create or be construed to create a trust of any kind, or a fiduciary relationship between the Company and any Participant, beneficiary, legal representative, or any other Person. To the extent that any Person acquires a right to receive payments from the Company under the Plan, such right shall be no greater than the right of an unsecured general creditor of the Company. All payments to be made hereunder shall be paid from the general funds of the Company and no special or separate fund shall be established and no segregation of assets shall be made to assure payment of such amounts. The Plan is not subject to the U.S. Employee Retirement Income Security Act of 1974, as amended from time to time.

16.13 No Constraint on Corporate Action . Nothing in the Plan shall be construed to (a) limit, impair, or otherwise affect the Company's right or power to make adjustments, reclassifications, reorganizations, or changes of its capital or business structure, or to merge or consolidate, or dissolve, liquidate, sell, or transfer all or any part of its business or assets, or (b) limit the right or power of the Company to take any action which such entity deems to be necessary or appropriate.

16.14 Successors . All obligations of the Company under the Plan with respect to Awards granted hereunder shall be binding on any successor to the Company, whether the existence of such successor is the result of a direct or indirect purchase, merger, amalgamation, consolidation, or otherwise, of all or substantially all of the business or assets of the Company.

16.15 Governing Law . The Plan and each Award Agreement shall be governed by the laws of the State of Ohio, excluding any conflicts or choice of law rule or principle that might otherwise refer construction or interpretation of the Plan to the substantive law of another jurisdiction. Any action to enforce any of the provisions of the Plan or any Award Agreement shall be brought in a court in the State of Ohio located in Summit County or, if subject matter jurisdiction exists, in the Eastern Division of the U.S. District Court for the Northern District of Ohio. The Company and any Participant consent to the jurisdiction of such courts and to the service of process in any manner provided by applicable Ohio or federal law. Each party irrevocably waives any objection which it may now or hereafter have to the laying of the venue of any such suit, action, or proceeding brought in such court and any claim that such suit, action, or proceeding brought in such court has been brought in an inconvenient forum and agrees that service of process in accordance with the foregoing sentences shall be deemed in every respect effective and valid personal service of process upon such party.

PARTICIPANT ACKNOWLEDGES THAT, BY ACCEPTING AN AWARD AGREEMENT UNDER THE PLAN, PARTICIPANT IS WAIVING ANY RIGHT THAT PARTICIPANT MAY HAVE TO A JURY TRIAL RELATED TO THIS PLAN OR ANY AWARD AGREEMENT THEREUNDER.

16.16 Waiver of Certain Claims . By participating in the Plan, the Participant waives all and any rights to compensation or damages in consequence of the termination of his or her office or Service with the Company, any Subsidiary or Affiliate for any reason whatsoever, whether lawfully or otherwise, insofar as those rights arise or may arise from his or her ceasing to have rights under the Plan as a result of such termination, or from the loss or diminution in value of such rights or entitlements, including by reason of the operation of the terms of the Plan, any determination by the Board or Committee pursuant to a discretion contained in the Plan or any Award Agreement or the provisions of any statute or law relating to taxation.

16.17 Data Protection . By participating in the Plan, the Participant consents to the collection, processing, transmission and storage by the Company in any form whatsoever, of any data of a professional or personal nature which is necessary for the purposes of introducing and administering the Plan. The Company may share such information with any Subsidiary or Affiliate, the trustee of any employee benefit trust, its registrars, trustees, brokers, other third party administrator or any Person who obtains control of the Company or acquires the company, undertaking or part-undertaking which employs the Participant, wherever situated.

16.18 Effective Date . The Plan shall be effective as of the date of adoption by the Board, which date is set forth below (the “**Effective Date**”).

16.19 Shareholder Approval . The Plan will be submitted for approval by the shareholders of the Company at an annual meeting or any special meeting of shareholders of the Company within twelve (12) months of the Effective Date. Any Awards granted under the Plan prior to such approval of shareholders shall be effective as of the date of grant, but no such Award may be exercised or settled and no restrictions relating to any Award may lapse prior to such shareholder approval, and if shareholders fail to approve the Plan as specified hereunder, the Plan and any Award shall be terminated and cancelled without consideration.

* * *

This Plan was duly adopted and approved by the Board of Directors of the Company by resolution at a meeting held on the 25th day of April, 2018.

Appendix B

Signet Jewelers Limited Sharesave Scheme

1 DEFINITIONS

1.1 In this Scheme, the following words and expressions shall have, where the context so admits, the meanings set forth below:

“ **Adoption Date** ” the date of approval of the Scheme by the shareholders of the Company;

“ **Appropriate Period** ” in relation to an event giving rise to a change of Control, the applicable period in respect of such event as per Paragraph 38(3) of Schedule 3 to ITEPA;

“ **Associated Company** ” an associated company of the Company within the meaning that expression bears in Paragraph 47 of Schedule 3 to ITEPA save in respect of Rule 8.3(b) and 8.5 where the meaning given in Paragraph 35(4) of Schedule 3 to ITEPA shall apply;

“ **Board** ” the board of directors for the time being of the Company, or a duly authorised committee thereof;

“ **Bonus Date** ” in relation to any Option granted to a Participant, the earliest time when the Relevant Bonus is payable under the Savings Contract entered into by him;

“ **Code for Securities Transactions** ” as adopted by the Company and amended from time to time;

“ **the Company** ” Signet Jewelers Limited (registered in Bermuda no. 42069);

“ **Constituent Company** ”

(A) the Company; and

(B) any other company which is under the Control of the Company, is a Subsidiary of the Company and which has been expressly designated by the Board as being a Constituent Company;

“ **Control** ” has the meaning given by section 719 of ITEPA;

“ **Date of Grant** ” the date on which an Option is granted;

“ **Date of Invitation** ” the date on which the Grantor invites applications for Options;

“ **Dealing Day** ” any day on which the New York Stock Exchange is open for the transaction of business;

“ **Eligible Employee** ” any individual who at the Date of Grant:

(A) is an employee of a Constituent Company or is an executive director of a Constituent Company who is required to devote more than 25 hours per week (excluding meal breaks) to his duties; and

(B) whose earnings from the office or employment within (A) are (or would be if there were any) general earnings to which section 15 of ITEPA (*Earnings for year when employee UK resident*) applies; and

(C) has been an employee or executive director of a Constituent Company within Paragraph (A) above at all times during the Qualifying Period;

“ **Employees’ Share Scheme** ” has the meaning given by Section 1166 of the Companies Act 2006;

“ **Exercise Price** ” the total amount payable in relation to the exercise of an Option, whether in whole or in part, being an amount equal to the relevant Option Price multiplied by the number of Shares in respect of which the Option is exercised;

“ **Grantor** ” in relation to an Option, the Company, or (if so appointed by the Company) a Trustee;

“**HMRC**” HM Revenue & Customs;

“ **Invitation Period** ” the period of 42 days commencing on any of the following:

(A) the day immediately following the day on which the Company makes an announcement of its results for the last preceding financial year, half-year or other period;

(B) the day following the end of any Blackout Period to any Designated Person, as set forth (and each as defined) in the Code for Securities Transactions; or

(C) any day on which the Board resolves in its discretion that exceptional circumstances exist which justify the grant of Options, provided that invitations to apply for Options must not be issued at any time if it

would be unlawful, or would breach any requirement of the Code for Securities Transactions or any other regulation or guidance to which the Company is subject or with which the Company complies;

“**ITEPA**” the Income Tax (Earnings and Pensions) Act 2003;

“**Lower Bonus**” the bonus (if any) payable at the end of a period of three years from the commencement of a Savings Contract;

“**Market Abuse Regulation**” Regulation (EU) No 596/2014 of the European Parliament and of the Council of 16 April 2014 on market abuse as it is in force at the relevant time;

“**Market Value**” in relation to a Share on any day:

- (A) its market value determined in accordance with Part VIII of the Taxation of Chargeable Gains Act 1992 and any relevant published HMRC guidance (but, when shares are subject to a Restriction, determined on the basis that no such Restriction applies); and
- (B) subject to (A) above, if and so long as the Shares are listed on the New York Stock Exchange, its middle market quotation as derived from the New York Stock Exchange Listings Directory;

“**Maximum Contribution**” the lesser of:

- (A) such maximum monthly contribution as may be permitted pursuant to Paragraph 25 of Schedule 3 to ITEPA; or
- (B) such maximum monthly contribution as may be determined from time to time by the Board in accordance with Rule 2.1(d);

“**Minimum Contribution**” in respect of an Option means the minimum Monthly Contribution specified by the Board in accordance with Rule 2.1(c);

“**Monthly Contributions**” monthly contributions agreed to be paid by a Participant under their Savings Contract;

“**New York Stock Exchange**” means the New York Stock Exchange or any successor body carrying on the business of the New York Stock Exchange;

“**Option**” a right to acquire Shares under the Scheme;

“**Option Price**” the price per Share, as determined by the Grantor, at which an Eligible Employee may acquire Shares upon the exercise of an Option granted to him being not less than the higher of:

- (A) 80 per cent. of the Market Value of a Share on the Dealing Day immediately preceding the Date of Invitation (or, if the Grantor so determines, 80 per cent. of the average of the Market Values on the three Dealing Days immediately preceding the Date of Invitation or 80 per cent. of the Market Value at such other time or times as may be previously agreed in writing with HMRC); and
- (B) if Shares are to be newly issued to satisfy the exercise of the Option, their nominal value,

but subject to any adjustment pursuant to Rule 12;

“**Participant**” any Eligible Employee to whom an Option has been granted, or (where the context so admits) the personal representative(s) of any such person;

“**Qualifying Period**” means, in relation to an Option, such period as is specified by the Board pursuant to Rule 2.1(f);

“**Relevant Bonus**” the Lower Bonus or the Standard Bonus (as applicable), as determined by reference to the Option period for which the relevant applicant applies pursuant to Rule 4.1(a);

“**Repaid Amount**” the amount received by way of repayments of contributions and payments of any Relevant Bonus or interest (if any) under the Savings Contract linked to the relevant Option. The Repaid Amount will not include the amount of any Relevant Bonus, if the Board decides that it will not under Rule 2.1(a) or Rule 6.2 and notifies this to Participants at the Date of Grant;

“**Restriction**” has the meaning given to it by Paragraph 48(3) of Schedule 3 to ITEPA;

“**Savings Contract**” a savings contract under a certified SAYE savings arrangement (within the meaning of Section 703 of the Income Tax (Trading and Other Income) Act 2005) that is nominated by the Board and approved by HMRC for the purpose of Schedule 3 to ITEPA;

“**Schedule 3 SAYE**” means any share option scheme that meets the requirements in force from time to time of Schedule 3 to ITEPA;

“**Scheme**” the Signet Jewelers Limited Sharesave Scheme, as amended from time to time;

“ **Share** ” a common share in the capital of the Company which satisfies the conditions specified in Paragraphs 18 to 20 and 22 of Schedule 3 to ITEPA;

“ **Standard Bonus** ” the bonus (if any) payable at the end of a period of five years from the commencement of a Savings Contract;

“ **Subsidiary** ” has the meaning given by Section 1159 of the Companies Act 2006;

“ **Treasury Shares** ” has the meaning given in sections 724 to 732 of the Companies Act 2006 or the equivalent provision of the Companies Act 1981 of Bermuda;

“ **Trustee** ” the trustee or trustees for the time being of any employee benefit trust established for the benefit of beneficiaries including all or substantially all of the Eligible Employees;

“ **TUPE** ” the Transfer of Undertakings (Protection of Employment) Regulations 2006; and

“ **US Securities Laws** ” has the meaning given by Rule 6.7(a).

1.2 Words and expressions not otherwise defined herein have the same meaning they have in ITEPA.

1.3 References to “Rules” are to the rules of the Scheme.

1.4 The headings in the Rules of the Scheme are for the sake of convenience only and should be ignored when construing the Rules.

1.5 Where the context so admits or requires, words importing the singular shall include the plural and *vice versa* and words importing the masculine shall include the feminine and *vice versa* .

1.6 References in the Rules of the Scheme to any statutory provisions are to those provisions as amended, extended or re-enacted from time to time and shall include any regulations made thereunder. The Interpretation Act 1978 shall apply to these Rules *mutatis mutandis* as if they were an Act of Parliament.

1.7 Any reference to writing or written form shall include any legible format capable of being reproduced on paper, irrespective of the medium used.

1.8 A reference to the Scheme or to any other agreement or document referred to in the Scheme is a reference to the Scheme or such other agreement or document as varied or novated (in each case, other than in breach of the provisions of the Scheme) from time to time.

1.9 Any words following the terms **including** , **include** , **in particular** , **for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

2 Board Decisions regarding issues of invitations

2.1 On each occasion that the Board decides to issue invitations to apply for Options, the Board must also decide:

- (a) whether or not Repaid Amounts will be taken to include a Relevant Bonus;
- (b) whether to invite applications for three-year Options or five-year Options (or Options of such other standard periods as may then be available under the HM Treasury specifications for certified savings arrangements), or to offer a choice between those Option periods;
- (c) the minimum monthly contribution to be made under a Savings Contract linked to any Option granted as a result of the invitations, such minimum to be between £5 and £10 (or any other minimum or maximum amounts specified in the HM Treasury specifications or Schedule 3 to ITEPA from time to time);
- (d) the maximum monthly contribution to be made under a Savings Contract linked to any Option granted as a result of the invitations, such contribution to be equal to or less than £500 per month (or any other maximum amount specified in the HM Treasury specifications or Schedule 3 to ITEPA from time to time);
- (e) the maximum number (if any) of Shares over which Options may be granted on this occasion; and
- (f) the minimum qualifying period of service (if any) with a Constituent Company which applies for the purposes of determining who is an Eligible Employee. This may not be longer than five years (or such other maximum period then specified in Paragraph 6(2)(b) of Schedule 3 to ITEPA).

3 Invitations for Options

3.1 The Grantor may, during any Invitation Period which falls wholly after the Adoption Date and before the tenth anniversary of the Adoption Date, invite applications for Options at the Option Price from Eligible Employees.

3.2 Invitations must be in a form approved by the Board, must be sent to all Eligible Employees, and may be made by letter, poster, circular, advertisement, electronically or by any other written means or combination of means determined by the Board.

3.3 Invitations shall:

- (a) incorporate or be accompanied by a proposal for a Savings Contract;
- (b) include a statement that each invitation is subject to these Rules, and that the provisions of these Rules will prevail over any conflicting statement;
- (c) specify the Minimum Contribution;
- (d) specify the Maximum Contribution;
- (e) specify either the Option Price or the basis for determining the Option Price (such basis being consistent with the definition of Option Price);
- (f) specify (if any) the maximum number of Shares over which Options are to be granted pursuant to invitations issued on that occasion, and if there is such a limit, that applications will be scaled down in accordance with Rule 5 if applications are received in excess of that limit;
- (g) specify the Qualifying Period (if any);
- (h) specify whether applications may be made for three-year Options or five-year Options (or Options of such other standard periods as may then be available under the HM Treasury savings arrangements specifications) or whether there is a choice between those Option periods;
- (i) specify whether Repaid Amounts will be taken to include any Relevant Bonus and, to the extent that this is the case, whether or in what circumstances the Relevant Bonus so included will constitute the Standard Bonus or the Lower Bonus; and
- (j) specify that, to be considered for the grant of Options, completed applications must be received by the Board (or any person nominated to receive applications on behalf of the Board) by 11:59pm on the day falling not less than 14 days nor more than 25 days after the Date of Invitation.

3.4 Any accidental failure or omission to deliver an invitation to any Eligible Employee will not invalidate the grant of Options.

4 APPLICATION FOR OPTIONS

4.1 Each application for an Option shall be in such form as the Board may from time to time prescribe, and must:

- (a) state the period of the Option applied for;
- (b) incorporate or be accompanied by a completed application form to enter into a Savings Contract, in which the applicant agrees to make the Monthly Contributions, and the amount of such Monthly Contributions (being a multiple of £1 and not less than the Minimum Contribution);
- (c) state that the applicant's proposed Monthly Contributions (when taken together with any monthly contribution he makes under any other savings contract linked to a Schedule 3 SAYE option scheme) will not exceed the Maximum Contribution; and
- (d) include the applicant's agreement to be bound by the terms of the Scheme, and state that the provisions of these Rules will prevail over any conflicting statement.

4.2 Each application shall be deemed to be for an Option over the largest whole number of Shares which can be acquired at the Option Price with the expected Repaid Amount (including, where the Board so allows, any Relevant Bonus) under the related Savings Contract, and each application under this Rule 4 will be treated as being for an Option over the largest whole number of Shares that can be acquired at the relevant Exercise Price with the expected Repaid Amount under the related Savings Contract.

5 SCALING DOWN

5.1 If valid applications are received for a total number of Options over Shares in excess of any maximum number of Shares determined by the Grantor pursuant to Rule 2.1(e) or any limitation under Rule 7, the Grantor shall (or, where applicable, any Trustee, provided the Board has given its prior written approval) scale down applications by taking, at its absolute discretion, the following successive steps until the number of Shares available equals or exceeds the reduced number of Shares applied for (provided always that in reducing the number of Shares in respect of which Options have been applied for, any adjustments shall ensure that an Eligible Employee's Monthly Contribution remains a multiple of £1):

- (a) first, if Repaid Amounts were intended to be taken to include a Relevant Bonus, by treating each application as an application for an Option under which Repaid Amounts will not be taken to include a Relevant Bonus; then
- (b) so far as necessary, by reducing the proposed Monthly Contributions pro rata to the excess over £50; then
- (c) so far as necessary, by reducing the proposed Monthly Contributions pro rata to the excess over the Minimum Contribution and then, so far as necessary, selecting by lot.

- 5.2** If the number of Shares available is insufficient to enable an Option based on Monthly Contributions of the amount of the Minimum Contribution to be granted to each Eligible Employee making a valid application, the Grantor may, as an alternative to selecting by lot, determine in its absolute discretion that no Options shall be granted.
- 5.3** If the Board so determines, the provisions in Rules 5.1(a), 5.1(b) and 5.1(c) may be modified or applied in any manner that does not breach any of the provisions of Schedule 3 to ITEPA.
- 5.4** If in applying the scaling down provisions contained in this Rule 5, Options cannot be granted within the 30 day period referred to in Rule 6.3 below, the Grantor may extend that period by up to 12 days, regardless of the expiry of the relevant period specified in Rule 6.3.
- 6 GRANT OF OPTIONS**
- 6.1** No Option shall be granted to any person if at the Date of Grant that person is not or will have ceased to be an Eligible Employee.
- 6.2** The Board shall ensure that the question as to whether the Repaid Amounts are to be taken as including any Relevant Bonus will be determined at the Date of Grant.
- 6.3** Within 30 days of the first Dealing Day (if any) by reference to which the Option Price was fixed (which date shall be within an Invitation Period) the Grantor (in the case of the Grantor being the Trustee, only with the prior written approval of the Board) must, subject to Rules 5.4 and 6.1 above, grant to each Eligible Employee who has submitted a valid application an Option, and subject to Rules 5 and 7, that Option must be in respect of the number of Shares for which the applicant has applied pursuant to Rule 4.
- 6.4** The Grantor shall issue to each Participant an option certificate in such form (not inconsistent with the provisions of the Scheme) as the Board may from time to time prescribe. Each such certificate shall specify:
- (a) the Date of Grant of the Option;
 - (b) the number of Shares over which the Option is granted;
 - (c) the Option Price;
 - (d) that the Option may be exercised from the Bonus Date of the Savings Contract linked to the Option, unless the Option lapses or becomes exercisable under these Rules before that date;
 - (e) whether the Shares over which the Option is granted are subject to a Restriction and, if so, the details of such Restriction; and
 - (f) a statement that the Option is subject to these Rules, and that the provisions of these Rules shall prevail over any conflicting statement relating to the Option's terms.
- 6.5** Except as otherwise provided in Rule 8.2 or as otherwise permitted pursuant to Schedule 3 to ITEPA, every Option shall be personal to the Participant to whom it is granted and shall not be transferable.
- 6.6** No amount shall be paid in respect of the grant of an Option.
- 6.7** The grant and the exercise of an Option shall be subject to obtaining any approval or consent required under any applicable laws, regulations of any governmental authority and the requirements of the New York Stock Exchange and any other securities exchange on which the Shares are traded, and in particular, Options must not be granted at any time when the grant is prohibited by, or in breach of:
- (a) insofar as applicable, the rules of the New York Stock Exchange, the Code for Securities Transactions or any other law or regulation with the force of law, including but not limited to the US Securities Act of 1933, as amended, the US Securities Exchange Act of 1934, as amended, and the regulations and requirements adopted thereunder by the US Securities and Exchange Commission (the " **US Securities Laws** "); or
 - (b) any rule of any investment exchange on which Shares are listed or traded, or any non-statutory rule with a purpose similar to any part of the Market Abuse Regulation that binds the Company or with which the Board has resolved to comply.
- 7 NUMBER OF SHARES IN RESPECT OF WHICH OPTIONS MAY BE GRANTED**
- 7.1** The number of Shares which may be allocated under the Scheme (including any Sub-Plan established pursuant to Rule 14.7) on any day shall not exceed one million and shall not, when added to the aggregate of the number of Shares which have been allocated in the previous 10 years under the Scheme and under any other Employees' Share Scheme adopted by the Company or any Subsidiary, exceed such number as represents 10 per cent. of the common share capital of the Company in issue immediately prior to that day.
- 7.2** In determining the above limits (i) any Shares issued or which may be issued to satisfy any Options granted by the trustees of any employee benefit trust established by the Company or any Subsidiary shall be regarded as

Options to subscribe for Shares; and (ii) no account shall be taken of any Shares where the right to acquire such Shares was released or lapsed without being exercised.

7.3 References in this Rule to the “allocation” of Shares shall mean, in the case of any share option scheme, the placing of unissued shares under option and, in relation to other types of Employees’ Share Scheme, shall mean the issue and allotment of shares.

7.4 References to the issue and allotment of Shares shall include the transfer of Shares from treasury, but only until such time as the guidelines issued by institutional investor bodies cease to provide that they need to be so included.

8 RIGHTS OF EXERCISE AND LAPSE OF OPTIONS

8.1 (a) Save as provided in Rules 8.2, 8.3 and 9, an Option may not be exercised earlier than the Bonus Date under the relevant Savings Contract.

(b) Save as provided in Rule 8.2, an Option shall not be exercisable later than six months after the Bonus Date under the relevant Savings Contract.

(c) Save as provided in Rules 8.2, 8.3 and 9, an Option may only be exercised by a Participant whilst he is a director or employee of a Constituent Company or an Associated Company.

(d) If, at the Bonus Date, a Participant holds an office or employment in a company which is not a Constituent Company but which is an Associated Company or a company over which the Company has Control, such Option may be exercised within six months of the Bonus Date.

8.2 An Option may be exercised by the personal representatives of a deceased Participant at any time:

(a) within 12 months following the date of the Participant’s death, if such death occurs before the Bonus Date; or

(b) within 12 months following the Bonus Date in the event of his death on or within six months after the Bonus Date.

8.3 Subject to Rule 8.1(b) an Option may be exercised by a Participant within six months following his ceasing to hold the office or employment by virtue of which he is eligible to participate in the Scheme by reason of:

(a) injury, disability, redundancy within the meaning of the Employment Rights Act 1996 or the Employment Rights (Northern Ireland) Order 1996, or retirement; or

(b) his office or employment being in a company which ceases to be an Associated Company by reason of change of control within the meaning of Sections 450 and 451 of the Corporation Tax Act 2010; or

(c) a relevant transfer within the meaning of TUPE; or

(d) the transfer or sale of the undertaking or part-undertaking in which he is employed to a person who is neither an Associated Company nor a company under the Control of the Company where the transfer is not a relevant transfer within the meaning of TUPE; or

(e) cessation of employment in circumstances other than those mentioned in 8.3(a) to 8.3(d) above, provided that the Option was granted to the Participant before the date which falls three years prior to the relevant date of cessation of employment.

8.4 An Option may not be exercised when exercise is prohibited by or in breach of the rules of the New York Stock Exchange, the Code for Securities Transactions or any other law or regulation with the force of law, including but not limited to the US Securities Laws.

8.5 No person shall be treated for the purposes of Rule 8.3 as ceasing to hold an office or employment by virtue of which that person is eligible to participate in the Scheme until that person ceases to hold any office or employment in the Company or any Associated Company.

8.6 Options shall lapse upon the occurrence of the earliest of the following events:

(a) subject to 8.6(b) below, 6 months after the Bonus Date;

(b) where the Participant dies before the Bonus Date, 12 months after the date of death, and where the Participant dies on or in the period of 6 months after the Bonus Date, 12 months after the Bonus Date;

(c) the expiry of any of the 6 month periods specified in Rule 8.3(a) to 8.3(e) save that if at the time any such applicable periods expire time is running under the 12 month periods specified in Rule 8.2, the Option shall not lapse by reason of this sub Rule 8.6(c) until the expiry of the relevant 12 month period in Rule 8.2;

(d) subject to 8.6(b) above, the expiry of any of the periods specified in Rules 9.1, 9.3, 9.4 and 9.5 save where an Option is released in consideration of the grant of a New Option (during one of the periods specified in Rules 9.1, 9.3, 9.4 or 9.5) pursuant to Rule 9.9;

- (e) the Participant ceasing to hold an office or employment with the Company or any Associated Company in any circumstances other than:
 - (i) where the cessation of office or employment arises on any of the grounds specified in Rules 8.2 or 8.3; or
 - (ii) where the cessation of office or employment arises on any ground whatsoever during any of the periods specified in Rule 9 save where an Option is released in consideration of the grant of a New Option (during one of the periods specified in Rules 9.1, 9.3, 9.4 or 9.5 pursuant to Rule 9.9);
- (f) the passing of an effective resolution, or the making of an order by the Court, for the winding-up of the Company;
- (g) the Participant being deprived of the legal or beneficial ownership of the Option by operation of law, or doing anything or omitting to do anything which causes him to be so deprived or declared bankrupt; or
- (h) where before an Option has become capable of being exercised, the Participant gives notice that he intends to stop paying Monthly Contributions, or is deemed under the terms of the Savings Contract to have given such notice, or makes an application for repayment of the Monthly Contributions.

9 TAKEOVER, RECONSTRUCTIONS AND WINDING UP

9.1 Subject to Rule 9.3 below, if any person obtains Control of the Company as a result of making, either:

- (a) a general offer to acquire the whole of the issued common share capital of the Company (other than any share capital already held by the person making the offer or any person connected with that person) which is made on a condition such that if it is satisfied the person making the offer will have Control of the Company; or
- (b) a general offer to acquire all the shares in the Company which are of the same class as the Shares (except for any shares already held by the person making the offer or a person connected with that person),
 an Option may be exercised within six months of the time when the person making the offer has obtained Control of the Company and any condition subject to which the offer is made has been satisfied.

9.2 For the purpose of this Rule 9, a person shall be treated as obtaining Control of the Company if that person and others acting in concert with that person have together obtained Control of it.

9.3 If any person becomes bound or entitled to acquire Shares under Chapter 3 of Part 28 of the UK Companies Act 2006 (or, solely to the extent permissible under Schedule 3 to ITEPA, any equivalent provisions of the Companies Act 1981 of Bermuda) an Option may be exercised during the period in which such person is and remains so bound or entitled.

9.4 If it is proposed that the court sanctions under section 899 of the Companies Act 2006 (*Court sanction for compromise or arrangement*) (or, solely to the extent permissible under Schedule 3 to ITEPA, any equivalent provisions of the Companies Act 1981 of Bermuda) a compromise or arrangement applicable to or affecting:

- (a) all of the ordinary share capital of the Company or all of the shares of the same class as the Shares to which the Option relates; or
- (b) all of the shares, or all of the shares of that same class, which are held by a class of shareholders identified otherwise than by reference to their employment or directorships or their participation in the Scheme or any other Schedule 3 SAYE,

or if the Company passes a resolution for the voluntary winding up of the Company, the Company shall give notice thereof to all Participants and the Participant may then exercise the Option within six months from the date on which the court sanctions such compromise or arrangement, or such resolution for voluntary winding up is passed, and thereafter the Option shall lapse. In the case of any circumstance falling within paragraphs (a) or (b) of Rule 9.4, after exercising the Option the Participant shall transfer or otherwise deal with the Shares issued to him so as to place him in the same position (so far as possible) as would have been the case if such shares had been subject to such compromise or arrangement.

9.5 If shareholders of the Company become bound by a non-UK reorganisation arrangement (as defined in Paragraph 47A of Schedule 3 to ITEPA) that is applicable to or affects:

- (a) all the ordinary share capital of the Company or all the shares of the same class as the Shares; or
- (b) all the shares, or all the shares of that same class, which are held by a class of shareholders identified otherwise than by reference to their employments or directorships or their participation in the Scheme or any other Schedule 3 SAYE,

an Option may be exercised during the period of six months from the date on which the shareholders became so bound.

- 9.6** If, as a result of the occurrence of a change of Control in the circumstances set out in Rule 9.1, or as a result of any change of Control which arises as a result of any of the circumstances set out in Rules 9.3, 9.4 (other than a resolution for a voluntary winding up of the Company) or 9.5, Shares will no longer satisfy the requirements of Part 4 of Schedule 3 to ITEPA, Options may be exercised within the period of 20 days following the change of Control.
- 9.7** If the Board reasonably expects that any of the events set out in Rules 9.1, 9.3, 9.4 or 9.5 will occur, the Board may make arrangements permitting Options to be exercised during a period of 20 days ending with the occurrence of such event. If an Option is exercised under this Rule 9.7, it will be treated as having been exercised in accordance with Rule 9.1, 9.3, 9.4 or 9.5 (as applicable).
- 9.8** If the Board makes arrangements for the exercise of Options under Rule 9.7, if the relevant event as set out in Rule 9.1, 9.3, 9.4 or 9.5 (as applicable) does not occur within 20 days of the purported exercise, the Options shall be treated as not having been exercised, and the purported exercise shall be treated as having had no effect.
- 9.9** If Options become exercisable pursuant to Rules 9.1 or 9.3 above, or any person obtains control of the Company pursuant to 9.4 or 9.5 above, any Participant may at any time within the Appropriate Period, by agreement with the acquiring company, release any Option which has not lapsed (the “ **Old Option** ”) in consideration of the grant to him of an Option (the “ **New Option** ”) which (for the purposes of Paragraph 39 of Schedule 3 to ITEPA) is equivalent to the Old Option but relates to shares in a different company (whether the company which has obtained Control of the Company itself or some other company falling within Paragraph 18(b) or (c) of Schedule 3 to ITEPA).
- 9.10** The New Option shall not be regarded for the purposes of Rule 9.9 as equivalent to the Old Option unless the conditions set out in Paragraph 39(4) of Schedule 3 to ITEPA are satisfied. Where the provisions of Rule 9.9 apply the provisions of the Scheme shall for this purpose be construed as if:
- (a) the New Option were an option granted under the Scheme at the same time as the Old Option;
 - (b) except for the purpose of the definition of “Constituent Company” in Rule 1, the reference to Signet Jewelers Limited in the definition of “the Company” in Rule 1 were a reference to the different company mentioned in Rule 9.9; and
 - (c) references to the Shares were references to the shares subject to the New Options.
- 9.11** The acquiring company must issue (or procure the issue of) an option certificate for each New Option as soon as reasonably practicable.

10 MANNER OF EXERCISE

- 10.1** An Option may only be exercised during the periods specified in Rules 8 and 9, and only with monies not exceeding the amount of repayments (including any interest and Relevant Bonus) made under the Savings Contract as at the date of such exercise, and that are, or are derived from, such repayments. For this purpose, no account shall be taken of such part (if any) of the repayment of any Monthly Contribution, the due date for the payment of which under the Savings Contract arises after the date of the repayment.
- 10.2** Exercise shall be by the delivery to the Company Secretary as agent for the Grantor (or its duly appointed agent), of:
- (a) a duly completed notice of exercise (in the form prescribed by the Board) and signed by the Participant (or the Participant’s duly authorised agent), which sets out the number of Shares over which the Participant wishes to exercise the Option; and
 - (b) either: (i) any remittance for the Exercise Price payable to the Company (being comprised solely of monies referred to in Rule 10.1); or (ii) authority to the Company authorising it to withdraw and apply monies from the Savings Contract to acquire the Shares over which the Option is to be exercised on behalf of the relevant Participant.
- 10.3** The effective date of exercise shall be the date of delivery of the notice of exercise together with any remittance or authority referred to in Rule 10.2. For the purposes of this Scheme a notice of exercise shall be deemed to be delivered when it is received by the Company.
- 10.4** Any exercise notice will be invalid to the extent that it is inconsistent with the Participant’s rights and obligations under these Rules and the relevant Options.
- 10.5** The Company may permit a Participant to correct any defect in an exercise notice, but is not obliged to do so. The date of any corrected exercise notice will be the date of the correction.

- 10.6** Shares transferred in satisfaction of the exercise of an Option must be transferred free of any lien, charge or other security interest, and with all rights attaching to them, other than any rights determined by reference to a date before the date of the transfer.
- 11 ISSUE OR TRANSFER OF SHARES**
- 11.1** Subject to Rule 11.3, Shares to be issued pursuant to the exercise of an Option shall be allotted to the Participant (or his nominee) within 30 days following the date of effective exercise of the Option.
- 11.2** Subject to Rule 11.3, the Grantor shall procure the transfer of any Shares to be transferred to a Participant (or his nominee) pursuant to the exercise of an Option within 30 days following the date of effective exercise of the Option.
- 11.3** The allotment or transfer of any Shares under the Scheme shall be subject to obtaining any such approval or consent as is mentioned in Rule 6.7 above.
- 11.4** Shares issued pursuant to the Scheme shall rank pari passu in all respects with the Shares then in issue, except that they shall not rank for any rights attaching to Shares by reference to a record date preceding the date of allotment.
- 11.5** Shares transferred pursuant to the Scheme shall not be entitled to any rights attaching to Shares by reference to a record date preceding the date of transfer.
- 11.6** If and so long as the Shares are listed on the New York Stock Exchange or are admitted to trading on any stock exchange, stock market or other recognised exchange (the “ **Relevant Exchange** ”), the Company shall apply for any Shares issued pursuant to the Scheme to be admitted to listing on the Relevant Exchange, as soon as practicable after the allotment thereof.
- 11.7** Any requirements under this Rule 11 to issue, allot, transfer or procure the transfer of any Shares may be met by the transfer of Shares held as Treasury Shares.
- 12 ADJUSTMENTS**
- 12.1** The number or description of Shares over which an Option is granted and/or the Option Price thereof (and where an Option has been exercised but no Shares have been allotted or transferred pursuant to such exercise, the number of Shares which may be so allotted or transferred and/or the price at which they may be acquired) may be adjusted in such manner as the Board shall determine following any capitalisation issue, any offer or invitation made by way of rights, subdivision, consolidation, reduction or other variation in the share capital of the Company (other than as consideration for an acquisition). Any adjustment made must secure that:
- (a) the total Market Value of the Shares which may be acquired by the exercise of the Option is immediately after the variation substantially the same as it was immediately before the variation or variations; and
 - (b) the total price at which those Shares may be acquired is immediately after the variation substantially the same as it was immediately before the variation or variations,
- and that following any such variation the requirements of Schedule 3 to ITEPA continue to be met.
- 12.2** Apart from pursuant to this Rule 12.2, no adjustment under Rule 12.1 above may have the effect of reducing the Option Price to less than the nominal value of a Share. Where an Option subsists over both issued and unissued Shares any such adjustment may only be made if the reduction of the Option Price of Options over both issued and unissued Shares can be made to the same extent. Any adjustment made to the Option Price of Options over unissued Shares shall only be made if and to the extent that the Board shall be authorised to capitalise from the reserves of the Company a sum equal to the amount by which the nominal value of the Shares in respect of which the Option is exercisable exceeds the adjusted Exercise Price and to apply such sum in paying up such amount on such Shares so that on exercise of any Option in respect of which such a reduction shall have been made the Board shall capitalise such sum (if any) and apply the same in paying up such amount as aforesaid.
- 12.3** The Grantor may take such steps as it may consider necessary to notify Participants of any adjustment made under this Rule 12 and to call in, cancel, endorse, issue or reissue any option certificate consequent upon such adjustment.
- 13 ADMINISTRATION**
- 13.1** Any notice or other communication under or in connection with the Scheme may be given:
- (a) by personal delivery;
 - (b) by email to an appropriate email address (which, in the case of the Company, means corporatesecretary@jewels.com, and in the case of an Eligible Employee or a Participant, the email address notified by such Eligible Employee or Participant to the relevant scheme administrator), and where a notice or communication is given by email, it shall be deemed to have been received at 9am on the business day after sending;

- (c) if by the Company, by uploading to the electronic portal operated by or on behalf of the Company, and where a notice or communication is so given, it shall be deemed to have been received at 9am on the business day after being so uploaded; or
 - (d) by sending the same by post, in the case of a company to its registered office and in the case of an individual to his last known address or, where he is a director or employee of a Constituent Company or an Associated Company, either to his last known address or to the address of the place of business at which he performs the whole or substantially the whole of the duties of his office or employment, and where a notice or other communication is given by first-class post, it shall be deemed to have been received 72 hours after it was put into the post properly addressed and stamped.
- 13.2** The Company may distribute to Participants copies of any notice or document normally sent by the Company to the holders of Shares.
- 13.3** If any option certificate shall be worn out, defaced or lost, it may be replaced on such evidence being provided as the Board may require.
- 13.4** The Company shall at all times keep available for allotment unissued Shares at least sufficient to satisfy all Options under which Shares may be subscribed or the Grantor shall procure that sufficient Shares are available for transfer to satisfy all Options under which Shares may be acquired.
- 13.5** The decision of the Board in any dispute relating to an Option or the due exercise thereof or any other matter in respect of the Scheme shall be final and conclusive.
- 13.6** The costs of introducing and administering the Scheme shall be borne by the Company and any Constituent Companies, in such proportions as are decided by the Board (and in the absence of any such allocation, shall be borne by the Company).
- 13.7** Any expenses involved in any issue of Shares in the name of any Participant or his personal representative(s) or nominee(s) shall be payable by the Company and any expenses involved in the transfer of Shares into the name of any Participant or his personal representative(s) or nominee(s) shall be payable by the Grantor.
- 14 ALTERATIONS**
- 14.1** Subject to Rules 14.2 and 14.4, the Board may at any time (but only with the prior consent of the Trustee if there are subsisting Options which have been granted by the Trustee) alter or add to all or any of the provisions of the Scheme in any respect, provided that:
- (a) the Board may not amend a key feature of the Scheme (as defined in Paragraph 40B(8) of Schedule 3 to ITEPA) if the effect would be that the Scheme would no longer be a Schedule 3 SAYE; and
 - (b) if an alteration or addition is made to such a key feature of the Scheme, a declaration shall be made to HMRC in accordance with Paragraph 40B(6) of Schedule 3 to ITEPA.
- 14.2** Subject to Rule 14.3, and without prejudice to the provisions of Rules 9.9 and 9.10 (in respect of which, for the avoidance of doubt, no shareholder approval shall be required), no alteration or addition to the advantage of Participants or employees relating to eligibility, the limits on participation, the overall limits on the issue of Shares, the basis for determining a Participant's entitlement to Shares and the adjustment of Options may be made under Rule 14.1 without the prior approval by resolution of the members of the Company in general meeting.
- 14.3** Rule 14.2 shall not apply to any minor alteration or addition which is to benefit the administration of the Scheme, is necessary or desirable for the Scheme to comply with Schedule 3 to ITEPA or any other enactment or to take account of any change in legislation or to obtain or maintain favourable taxation, exchange control or regulatory treatment for the Company, or any Subsidiary of the Company or any Participant.
- 14.4** No alteration or addition shall be made under Rule 14.1 which would abrogate or adversely affect the subsisting rights of a Participant, unless it is made:
- (a) with the consent in writing of such number of Participants as hold Options under the Scheme to acquire 75 per cent. of the Shares which would be issued or transferred if all Options granted and subsisting under the Scheme were exercised; or
 - (b) by a resolution at a meeting of Participants passed by not less than 75 per cent. of the Participants who attend and vote either in person or by proxy, and for the purposes of this Rule 14.4 the provisions of the bye-laws of the Company relating to shareholder meetings shall apply *mutatis mutandis*.
- 14.5** As soon as reasonably practicable after making any alteration or addition under Rule 14.1, the Board shall give written notice thereof to any Participant affected thereby.
- 14.6** No alteration shall be made to the Scheme if following the alteration the Scheme would cease to be an Employees' Share Scheme.

- 14.7** The Board may establish further savings-related share option plans to operate in overseas territories as sub-plans to this Scheme, which shall not be Schedule 3 SAYEs (“ **Sub-Plans** ”), such Sub-Plans to be governed by rules similar to the rules of the Scheme, but modified to take account of applicable tax, social security, employment, company, exchange control, trust or securities (or any other relevant) law, regulation or practice, provided that:
- (a) all Sub-Plans are subject to the limitations on awards set out in Rule 7;
 - (b) only employees of Constituent or Associated Companies who are resident in the relevant territory are entitled to benefit under any Sub-Plan; and
 - (c) no employee has an entitlement to awards under any Sub-Plan greater than the maximum entitlement of an Eligible Employee under the Scheme.

15 GENERAL

- 15.1** The Scheme shall terminate on [*] 2028 or at any earlier time by the passing of a resolution by the Board or a resolution of the Company in general meeting. Termination of the Scheme shall be without prejudice to the subsisting rights of Participants.
- 15.2** The Company and any Subsidiary of the Company may provide money to the trustee of any trust or any other person to enable them or him to acquire Shares to be held for the purposes of the Scheme, or enter into any guarantee or indemnity for those purposes, to the extent permitted by law. In addition, the Company may require any Subsidiary to enter into such other agreement or agreements as it shall deem necessary to oblige such Subsidiary to reimburse the Company for any other amounts paid by the Company hereunder, directly or indirectly in respect of such Subsidiary's employees. Nothing in the Scheme shall be deemed to give any employee of any Constituent Company any right to participate in the Scheme.
- 15.3** The rights and obligations of any individual under the terms of his office or employment with a Constituent Company or Associated Company shall not be affected by that individual's participation in the Scheme or any right which that individual may have to participate therein, and an individual who participates therein has no right to, and shall waive, all and any rights to compensation or damages in consequence of: (i) the termination of his office or employment with any such company; (ii) the transfer of ownership (or any part thereof) of any company or business; (iii) the lapse of any Option; (iv) any change to invitations made under the Plan, including any variation of their terms or timing or their complete suspension or termination; or (v) any failure by the Board to (a) nominate an Eligible Company to be a Constituent Company, or (b) to make an invitation to apply for an Option to any person who is not at the relevant time an Eligible Employee where it is in the Board's discretion to do so; and in each case for any reason whatsoever, whether lawfully or otherwise, insofar as those rights arise or may arise from his ceasing to have rights under or be entitled to exercise any Option under the Scheme as a result of such termination or transfer, or from the loss or diminution in value of such rights or entitlements, or such lapse of an Option, change to the basis on which invitations are issued, or any such failure by the Board, including by reason of the operation of the terms of the Scheme or the provisions of any statute or law relating to taxation.
- 15.4** Benefits under the Scheme shall not form part of a Participant's remuneration for any purpose and shall not be pensionable and shall not give a Participant any rights or additional rights in respect of any pension scheme operated by a Constituent Company or Associated Company.
- 15.5** A person who is not a party to the Option shall not have any rights under or in connection with it as a result of the Contracts (Rights of Third Parties) Act 1999 except where such rights arise under any provision of the Plan for any employer or former employer of the Participant which is not a party. This Rule 15.5 does not affect any right or remedy of a third party which exists, or is available, apart from that Act.
- 15.6** The Scheme and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of England and Wales.
- 15.7** Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with the Scheme or its subject matter or formation (including non-contractual disputes or claims).
- 15.8** Each party irrevocably consents to any process in any legal action or proceeding under Rule 15.7 above being served on it in accordance with the provisions of the Scheme relating to service of notices. Nothing contained in the Scheme shall affect the right to serve process in any other manner permitted by law.

Irish Sub-Plan established pursuant to the Signet Jewelers Limited Sharesave Scheme

1 DEFINITIONS

1.1 In this Sub-Plan, the following words and expressions shall have, where the context so admits, the meanings set forth below:

“ **Adoption Date** ” the date of approval of the Scheme by the shareholders of the Company;

“ **Appropriate Period** ” in relation to an event giving rise to a change of Control, the applicable period in respect of such event as per Paragraph 38(3) of Schedule 3 to ITEPA;

“ **Associated Company** ” an associated company of the Company within the meaning that expression bears in Paragraph 47 of Schedule 3 to ITEPA save in respect of Rule 8.3(b) and 8.5 where the meaning given in paragraph 35(4) of Schedule 3 to ITEPA shall apply;

“ **Board** ” the board of directors for the time being of the Company or a duly authorised committee thereof;

“ **Bonus Date** ” in relation to any Option granted to a Participant, the earliest time when the Relevant Bonus is payable under the Savings Contract entered into by him;

“ **Code for Securities Transactions** ” as adopted by the Company and amended from time to time;

“ **the Company** ” Signet Jewelers Limited (registered in Bermuda no. 42069);

“ **Constituent Company** ”

(A) the Company; and

(B) any other company which is under the Control of the Company, is a Subsidiary of the Company and which has been expressly designated by the Board as being a Constituent Company;

“ **Control** ” has the meaning given by section 719 of ITEPA;

“ **Date of Grant** ” the date on which an Option is granted;

“ **Date of Invitation** ” the date on which the Grantor invites applications for Options;

“ **Dealing Day** ” any day on which the New York Stock Exchange is open for the transaction of business;

“ **Eligible Employee** ” any individual who at the Date of Grant is a resident of Ireland and:

(A) is an employee of a Constituent Company or is an executive director of a Constituent Company who is required to devote more than 25 hours per week (excluding meal breaks) to his duties; and

(B) whose earnings from the office or employment within (A) are (or would be if there were any) subject to income tax under Schedule E of the TCA; and

(C) has been an employee or executive director of a Constituent Company within Paragraph (A) above at all times during the Qualifying Period;

“ **Employees' Share Scheme** ” has the meaning given by Section 1166 of the Companies Act 2006;

“ **Exercise Price** ” the total amount payable in relation to the exercise of an Option, whether in whole or in part, being an amount equal to the relevant Option Price multiplied by the number of Shares in respect of which the Option is exercised;

“ **Grantor** ” in relation to an Option, the Company, or (if so appointed by the Company) a Trustee;

“ **HMRC** ” HM Revenue & Customs;

“ **Invitation Period** ” the period of 42 days commencing on any of the following:

(A) the day immediately following the day on which the Company makes an announcement of its results for the last preceding financial year, half-year or other period;

(B) the day following the end of any Blackout Period to any Designated Person, as set forth (and each as defined) in the Code for Securities Transactions; or

(C) any day on which the Board resolves in its discretion that exceptional circumstances exist which justify the grant of Options, provided that invitations to apply for Options must not be issued at any time if it would be unlawful, or would breach any requirement of the Code for Securities Transactions or any other regulation or guidance to which the Company is subject or with which the Company complies;

“ **ITEPA** ” the Income Tax (Earnings and Pensions) Act 2003;

“ **Lower Bonus** ” the bonus (if any) payable at the end of a period of three years from the commencement of a Savings Contract;

“ **Market Abuse Regulation** ” Regulation (EU) No 596/2014 of the European Parliament and of the Council of 16 April 2014 on market abuse as it is in force at the relevant time;

“ **Market Value** ” in relation to a Share on any day:

(A) its market value determined in accordance with Part VIII of the Taxation of Chargeable Gains Act 1992 and any relevant published HMRC guidance (but, when shares are subject to a Restriction, determined on the basis that no such Restriction applies); and

(B) subject to (A) above, if and so long as the Shares are listed on the New York Stock Exchange, its middle market quotation as derived from the New York Stock Exchange Listings Directory;

“ **Maximum Contribution** ” means such maximum monthly contribution as may be determined from time to time by the Board in accordance with Rule 2.1(d);

“ **Minimum Contribution** ” in respect of an Option means the minimum Monthly Contribution specified by the Board in accordance with Rule 2.1(c);

“ **Monthly Contributions** ” monthly contributions agreed to be paid by a Participant under their Savings Contract;

“ **New York Stock Exchange** ” means the New York Stock Exchange or any successor body carrying on the business of the New York Stock Exchange;

“ **Option** ” a right to acquire Shares under the Scheme pursuant to this Sub-Plan;

“ **Option Price** ” the price per Share, as determined by the Grantor, at which an Eligible Employee may acquire Shares upon the exercise of an Option granted to him being not less than the higher of:

(A) 80 per cent. of the Market Value of a Share on the Dealing Day immediately preceding the Date of Invitation (or, if the Grantor so determines, 80 per cent. of the average of the Market Values on the three Dealing Days immediately preceding the Date of Invitation or 80 per cent. of the Market Value at such other time or times as may be previously agreed in writing with HMRC); and

(B) if Shares are to be newly issued to satisfy the exercise of the Option, their nominal value,

but subject to any adjustment pursuant to Rule 12;

“ **Participant** ” any Eligible Employee to whom an Option has been granted, or (where the context so admits) the personal representative(s) of any such person;

“ **Qualifying Period** ” means, in relation to an Option, such period as is specified by the Board pursuant to Rule 2.1(f);

“ **Relevant Bonus** ” the Lower Bonus or the Standard Bonus (as applicable) as determined (if relevant) by reference to the Option period for which the relevant applicant applies pursuant to Rule 4.1(a);

“ **Repaid Amount** ” the amount received by way of repayments of contributions and payments of any Relevant Bonus or interest (if any) under the Savings Contract linked to the relevant Option. The Repaid Amount will not include the amount of any Relevant Bonus, if the Board decides that it will not under Rule 2.1(a) or Rule 6.2 and notifies this to Participants at the Date of Grant;

“ **Restriction** ” has the meaning given to it by Paragraph 48(3) of Schedule 3 to ITEPA;

“ **Savings Contract** ” a savings contract that is nominated by the Board;

“ **Schedule 3 SAYE** ” means any share option scheme that meets the requirements in force from time to time of Schedule 3 to ITEPA;

“ **Scheme** ” the Signet Jewelers Limited Sharesave Scheme, as amended from time to time;

“ **Share** ” a common share in the capital of the Company which satisfies the conditions specified in Paragraphs 18 to 20 and 22 of Schedule 3 to ITEPA;

“ **Standard Bonus** ” the bonus (if any) payable at the end of a period of five years from the commencement of a Savings Contract;

“ **Sub-Plan** ” means this sub-plan, established pursuant to Rule 14.7 of the Scheme;

“ **Subsidiary** ” has the meaning given by Section 1159 of the Companies Act 2006;

“ **TCA** ” means the Taxes Consolidation Act 1997 of Ireland;

“ **Treasury Shares** ” has the meaning given in sections 724 to 732 of the Companies Act 2006 or the equivalent provision of the Companies Act 1981 of Bermuda;

“ **Trustee** ” the trustee or trustees for the time being of any employee benefit trust established for the benefit of beneficiaries including all or substantially all of the Eligible Employees;

“ **TUPE** ” the European Communities (Protection of Employees on Transfer of Undertakings) Regulations 2003 (S.I. No 131 of 2003) of Ireland; and

“ **US Securities Laws** ” has the meaning given by Rule 6.7(a).

- 1.2 Words and expressions not otherwise defined herein have the same meaning they have in ITEPA.
- 1.3 References to “Rules” are to the rules of the Sub-Plan, unless a contrary intention is clear.
- 1.4 The headings in the Rules of the Sub-Plan are for the sake of convenience only and should be ignored when construing the Rules.
- 1.5 Where the context so admits or requires words importing the singular shall include the plural and *vice versa* and words importing the masculine shall include the feminine and *vice versa* .
- 1.6 References in the Rules of the Sub-Plan to any statutory provisions are to those provisions as amended, extended or re-enacted from time to time and shall include any regulations made thereunder. The Interpretation Act 1978 shall apply to these Rules *mutatis mutandis* as if they were an Act of Parliament.
- 1.7 Any reference to writing or written form shall include any legible format capable of being reproduced on paper, irrespective of the medium used.
- 1.8 A reference to the Sub-Plan or to any other agreement or document referred to in the Sub-Plan is a reference to the Sub-Plan or such other agreement or document as varied or novated (in each case, other than in breach of the provisions of the Sub-Plan) from time to time.
- 1.9 Any words following the terms **including** , **include** , **in particular** , **for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

2 **Board Decisions regarding issues of invitations**

- 2.1 On each occasion that the Board decides to issue invitations to apply for Options, the Board must also decide:
 - (a) whether or not Repaid Amounts will be taken to include a Relevant Bonus;
 - (b) whether to invite applications for three-year Options or five-year Options (or Options of such other standard periods the Board may determine, or to offer a choice between those Option periods;
 - (c) the minimum monthly contribution to be made under a Savings Contract linked to any Option granted as a result of the invitations, being not less than €12 (or, if lower, the minimum amount per month from time to time specified by the Board);
 - (d) the maximum monthly contribution to be made under a Savings Contract linked to any Option granted as a result of the invitations, such contribution to be equal to or less than €500 per month (or any other maximum amount specified by the Board from time to time);
 - (e) the maximum number (if any) of Shares over which Options may be granted on this occasion; and
 - (f) the minimum qualifying period of service (if any) with a Constituent Company which applies for the purposes of determining who is an Eligible Employee.

3 **Invitations for Options**

- 3.1 The Grantor may, during any Invitation Period which falls wholly after the Adoption Date and before the tenth anniversary of the Adoption Date, invite applications for Options at the Option Price from Eligible Employees.
- 3.2 Invitations must be in a form approved by the Board, must be sent to all Eligible Employees, and may be made by letter, poster, circular, advertisement, electronically or by any other written means or combination of means determined by the Board.
- 3.3 Invitations shall:
 - (a) incorporate or be accompanied by a proposal for a Savings Contract;
 - (b) include a statement that each invitation is subject to these Rules, and that the provisions of these Rules will prevail over any conflicting statement;
 - (c) specify the Minimum Contribution;
 - (d) specify the Maximum Contribution;
 - (e) specify either the Option Price or the basis for determining the Option Price (such basis being consistent with the definition of Option Price);

- (f) specify (if any) the maximum number of Shares over which Options are to be granted pursuant to invitations issued on that occasion, and if there is such a limit, that applications will be scaled down in accordance with Rule 5 if applications are received in excess of that limit;
- (g) specify the Qualifying Period (if any);
- (h) specify whether applications may be made for three-year Options or five-year Options (or Options of such other standard periods as the Board may determine, provided however that no Option shall have a term in excess of seven years) or whether there is a choice between those Option periods;
- (i) specify whether Repaid Amounts will be taken to include any Relevant Bonus and, to the extent that this is the case, whether or in what circumstances the Relevant Bonus so included will constitute the Standard Bonus or the Lower Bonus; and
- (j) specify that, to be considered for the grant of Options, completed applications must be received by the Board (or any person nominated to receive applications on behalf of the Board) by 11:59pm on the day falling not less than 14 days nor more than 25 days after the Date of Invitation.

3.4 Any accidental failure or omission to deliver an invitation to any Eligible Employee will not invalidate the grant of Options.

4 APPLICATION FOR OPTIONS

4.1 Each application for an Option shall be in such form as the Board may from time to time prescribe, and must:

- (a) state the period of the Option applied for;
- (b) incorporate or be accompanied by a completed application form to enter into a Savings Contract, in which the applicant agrees to make the Monthly Contributions, and the amount of such Monthly Contributions (being not less than the Minimum Contribution); and
- (c) include the applicant's agreement to be bound by the terms of the Scheme, and state that the provisions of these Rules will prevail over any conflicting statement.

4.2 Each application shall be deemed to be for an Option over the largest whole number of Shares which can be acquired at the Option Price with the expected Repaid Amount (including, where the Board so allows, any Relevant Bonus) under the related Savings Contract, and each application under this Rule 4 will be treated as being for an Option over the largest whole number of Shares that can be acquired at the relevant Exercise Price with the expected Repaid Amount under the related Savings Contract.

5 SCALING DOWN

5.1 If valid applications are received for a total number of Options over Shares in excess of any maximum number of Shares determined by the Grantor pursuant to Rule 2.1(e) or any limitation under Rule 7, the Grantor shall (or, where applicable, any Trustee, provided the Board has given its prior written approval) scale down applications by taking, at its absolute discretion, the following successive steps until the number of Shares available equals or exceeds the reduced number of Shares applied for:

- (a) first, if Repaid Amounts were intended to be taken to include a Relevant Bonus, by treating each application as an application for an Option under which Repaid Amounts will not be taken to include a Relevant Bonus; then
- (b) so far as necessary, by reducing the proposed Monthly Contributions pro rata to the excess over €50; then
- (c) so far as necessary, by reducing the proposed Monthly Contributions pro rata to the excess over the Minimum Contribution and then, so far as necessary, selecting by lot.

5.2 If the number of Shares available is insufficient to enable an Option based on Monthly Contributions of the amount of the Minimum Contribution to be granted to each Eligible Employee making a valid application, the Grantor may, as an alternative to selecting by lot, determine in its absolute discretion that no Options shall be granted.

5.3 If the Board so determines, the provisions in Rules 5.1(a), 5.1(b) and 5.1(c) may be modified or applied in any manner.

5.4 If in applying the scaling down provisions contained in this Rule 5, Options cannot be granted within the 30 day period referred to in Rule 6.3 below, the Grantor may extend that period by up to 12 days, regardless of the expiry of the relevant period specified in Rule 6.3.

6 GRANT OF OPTIONS

6.1 No Option shall be granted to any person if at the Date of Grant that person is not or will have ceased to be an Eligible Employee.

- 6.2** The Board shall ensure that the question as to whether the Repaid Amounts are to be taken as including any Relevant Bonus will be determined at the Date of Grant.
- 6.3** Within 30 days of the first Dealing Day (if any) by reference to which the Option Price was fixed (which date shall be within an Invitation Period) the Grantor (in the case of the Grantor being the Trustee only with the prior written approval of the Board) must, subject to Rules 5.4 and 6.1 above, grant to each Eligible Employee who has submitted a valid application an Option, and subject to Rules 5 and 7, that Option must be in respect of the number of Shares for which the applicant has applied pursuant to Rule 4.
- 6.5** The Grantor shall issue to each Participant an option certificate in such form (not inconsistent with the provisions of the Scheme) as the Board may from time to time prescribe. Each such certificate shall specify:
- (a) the Date of Grant of the Option;
 - (b) the number of Shares over which the Option is granted;
 - (c) the Option Price;
 - (d) that the Option may be exercised from the Bonus Date of the Savings Contract linked to the Option, unless the Option lapses or becomes exercisable under these Rules before that date;
 - (e) whether the Shares over which the Option is granted are subject to a Restriction and, if so, the details of such Restriction; and
 - (f) a statement that the Option is subject to these Rules, and that the provisions of these Rules shall prevail over any conflicting statement relating to the Option's terms.
- 6.6** Except as otherwise provided in Rule 8.2 or as otherwise permitted by the Board, every Option shall be personal to the Participant to whom it is granted and shall not be transferable.
- 6.7** No amount shall be paid in respect of the grant of an Option.
- 6.8** The grant and the exercise of an Option shall be subject to obtaining any approval or consent required under any applicable laws, regulations of any governmental authority and the requirements of the New York Stock Exchange and any other securities exchange on which the Shares are traded, and in particular, Options must not be granted at any time when the grant is prohibited by, or in breach of:
- (a) insofar as applicable, the rules of the New York Stock Exchange, the Code for Securities Transactions or any other law or regulation with the force of law, including but not limited to the US Securities Act of 1933, as amended, the US Securities Exchange Act of 1934, as amended, and the regulations and requirements adopted thereunder by the US Securities and Exchange Commission (the "**US Securities Laws**"); or
 - (b) any rule of any investment exchange on which Shares are listed or traded, or any non-statutory rule with a purpose similar to any part of the Market Abuse Regulation that binds the Company or with which the Board has resolved to comply.
- 7** **NUMBER OF SHARES IN RESPECT OF WHICH OPTIONS MAY BE GRANTED**
- 7.1** The number of Shares which may be allocated under the Scheme (including this Sub-Plan) on any day shall not exceed one million and shall not, when added to the aggregate of the number of Shares which have been allocated in the previous 10 years under the Scheme and under any other Employees' Share Scheme adopted by the Company or any Subsidiary, exceed such number as represents 10 per cent. of the common share capital of the Company in issue immediately prior to that day.
- 7.2** In determining the above limits (i) any Shares issued or which may be issued to satisfy any Options granted by the trustees of any employee benefit trust established by the Company or any Subsidiary shall be regarded as Options to subscribe for Shares; and (ii) no account shall be taken of any Shares where the right to acquire such Shares was released or lapsed without being exercised.
- 7.3** References in this Rule to the "allocation" of Shares shall mean, in the case of any share option scheme, the placing of unissued shares under option and, in relation to other types of Employees' Share Scheme, shall mean the issue and allotment of shares.
- 7.4** References to the issue and allotment of Shares shall include the transfer of Shares from treasury, but only until such time as the guidelines issued by institutional investor bodies cease to provide that they need to be so included.
- 8** **RIGHTS OF EXERCISE AND LAPSE OF OPTIONS**
- 8.1** (a) Save as provided in Rules 8.2, 8.3 and 9, an Option may not be exercised earlier than the Bonus Date under the relevant Savings Contract.

(b) Save as provided in Rule 8.2 and subject to Rule 8.6, an Option shall not be exercisable later than six months after the Bonus Date under the relevant Savings Contract.

(c) Save as provided in Rules 8.2, 8.3 and 9, an Option may only be exercised by a Participant whilst he is a director or employee of a Constituent Company or an Associated Company.

(d) If, at the Bonus Date, a Participant holds an office or employment in a company which is not a Constituent Company but which is an Associated Company or a company over which the Company has Control, such Option may be exercised within six months of the Bonus Date.

8.2 Subject to Rule 8.6, an Option may be exercised by the personal representatives of a deceased Participant at any time:

(a) within 12 months following the date of the Participant's death, if such death occurs before the Bonus Date; or

(b) within 12 months following the Bonus Date in the event of his death on or within six months after the Bonus Date.

8.3 Subject to Rules 8.1(b) and 8.6 an Option may be exercised by a Participant within six months following his ceasing to hold the office or employment by virtue of which he is eligible to participate in the Scheme by reason of:

(a) injury, disability, redundancy within the meaning of Section 7 of the Redundancy Payments Act 1967 of Ireland, or retirement; or

(b) his office or employment being in a company which ceases to be an Associated Company by reason of change of control within the meaning of Sections 450 and 451 of the Corporation Tax Act 2010; or

(c) a relevant transfer within the meaning of TUPE; or

(d) the transfer or sale of the undertaking or part-undertaking in which he is employed to a person who is neither an Associated Company nor a company under the Control of the Company where the transfer is not a relevant transfer within the meaning of TUPE; or

(e) cessation of employment in circumstances other than those mentioned in 8.3(a) to 8.3(d) above, provided that the Option was granted to the Participant before the date which falls three years prior to the relevant date of cessation of employment.

8.4 An Option may not be exercised when exercise is prohibited by or in breach of the rules of the New York Stock Exchange, the Code for Securities Transactions or any other law or regulation with the force of law, including but not limited to the US Securities Laws.

8.5 No person shall be treated for the purposes of Rule 8.3 as ceasing to hold an office or employment by virtue of which that person is eligible to participate in the Scheme until that person ceases to hold any office or employment in the Company or any Associated Company.

8.6 An Option may not be exercised later than seven years from the Date of Grant.

8.7 Options shall lapse upon the occurrence of the earliest of the following events:

(a) subject to 8.7(b) below, 6 months after the Bonus Date;

(b) where the Participant dies before the Bonus Date, 12 months after the date of death, and where the Participant dies on or in the period of 6 months after the Bonus Date, 12 months after the Bonus Date;

(c) the expiry of any of the 6 month periods specified in Rule 8.3(a) to 8.3(e) save that if at the time any such applicable periods expire time is running under the 12 month periods specified in Rule 8.2, the Option shall not lapse by reason of this sub Rule 8.7(c) until the expiry of the relevant 12 month period in Rule 8.2;

(d) subject to Rule 8.7(b) above, the expiry of any of the periods specified in Rules 9.1, 9.3, 9.4 and 9.5 save where an Option is released in consideration of the grant of a New Option (during one of the periods specified in Rules 9.1, 9.3, 9.4 or 9.5) pursuant to Rule 9.9;

(e) the Participant ceasing to hold an office or employment with the Company or any Associated Company in any circumstances other than:

(i) where the cessation of office or employment arises on any of the grounds specified in Rules 8.2 or 8.3; or

(ii) where the cessation of office or employment arises on any ground whatsoever during any of the periods specified in Rule 9 save where an Option is released in consideration of the grant of a New Option (during one of the periods specified in Rules 9.1, 9.3, 9.4 or 9.5 pursuant to Rule 9.9);

- (f) the passing of an effective resolution, or the making of an order by the Court, for the winding-up of the Company;
- (g) the Participant being deprived of the legal or beneficial ownership of the Option by operation of law, or doing anything or omitting to do anything which causes him to be so deprived or declared bankrupt;
- (h) where before an Option has become capable of being exercised, the Participant gives notice that he intends to stop paying Monthly Contributions, or is deemed under the terms of the Savings Contract to have given such notice, or makes an application for repayment of the Monthly Contributions; or
- (i) the expiry of seven years from the Date of Grant.

9 TAKEOVER, RECONSTRUCTIONS AND WINDING UP

9.1 Subject to Rule 9.3 below, if any person obtains Control of the Company as a result of making, either:

- (a) a general offer to acquire the whole of the issued common share capital of the Company (other than any share capital already held by the person making the offer or any person connected with that person) which is made on a condition such that if it is satisfied the person making the offer will have Control of the Company; or
- (b) a general offer to acquire all the shares in the Company which are of the same class as the Shares (except for any shares already held by the person making the offer or a person connected with that person),

an Option may be exercised within six months of the time when the person making the offer has obtained Control of the Company and any condition subject to which the offer is made has been satisfied.

9.2 For the purpose of this Rule 9, a person shall be treated as obtaining Control of the Company if that person and others acting in concert with that person have together obtained Control of it.

9.3 If any person becomes bound or entitled to acquire Shares under Chapter 3 of Part 28 of the UK Companies Act 2006 (or, solely to the extent permissible under Schedule 3 to ITEPA, any equivalent provisions of the Companies Act 1981 of Bermuda) an Option may be exercised during the period in which such person is and remains so bound or entitled.

9.4 If it is proposed that the court sanctions under section 899 of the Companies Act 2006 (*Court sanction for compromise or arrangement*) (or, solely to the extent permissible under Schedule 3 to ITEPA, any equivalent provisions of the Companies Act 1981 of Bermuda) a compromise or arrangement applicable to or affecting:

- (a) all of the ordinary share capital of the Company or all of the shares of the same class as the Shares to which the Option relates; or
- (b) all of the shares, or all of the shares of that same class, which are held by a class of shareholders identified otherwise than by reference to their employment or directorships or their participation in the Scheme or any other Schedule 3 SAYE,

or if the Company passes a resolution for the voluntary winding up of the Company, the Company shall give notice thereof to all Participants and the Participant may then exercise the Option within six months from the date on which the court sanctions such compromise or arrangement, or such resolution for voluntary winding up is passed, and thereafter the Option shall lapse. In the case of any circumstance falling within paragraphs (a) or (b) of Rule 9.4, after exercising the Option the Participant shall transfer or otherwise deal with the Shares issued to him so as to place him in the same position (so far as possible) as would have been the case if such shares had been subject to such compromise or arrangement.

9.5 If shareholders of the Company become bound by a non-UK reorganisation arrangement (as defined in Paragraph 47A of Schedule 3 to ITEPA) that is applicable to or affects:

- (a) all the ordinary share capital of the Company or all the shares of the same class as the Shares; or
- (b) all the shares, or all the shares of that same class, which are held by a class of shareholders identified otherwise than by reference to their employments or directorships or their participation in the Scheme or this Sub-Plan or any other Schedule 3 SAYE,

an Option may be exercised during the period of six months from the date on which the shareholders became so bound.

9.6 If, as a result of the occurrence of a change of Control in the circumstances set out in Rule 9.1, or as a result of any change of Control which arises as a result of any of the circumstances set out in Rules 9.3, 9.4 (other than a resolution for a voluntary winding up of the Company) or 9.5, Shares will no longer satisfy the requirements of Part 4 of Schedule 3 to ITEPA, Options may be exercised within the period of 20 days following the change of Control.

- 9.7** If the Board reasonably expects that any of the events set out in Rules 9.1, 9.3, 9.4 or 9.5 will occur, the Board may make arrangements permitting Options to be exercised during a period of 20 days ending with the occurrence of such event. If an Option is exercised under this Rule 9.7, it will be treated as having been exercised in accordance with Rule 9.1, 9.3, 9.4 or 9.5 (as applicable).
- 9.8** If the Board makes arrangements for the exercise of Options under Rule 9.7, if the relevant event as set out in Rule 9.1, 9.3, 9.4 or 9.5 (as applicable) does not occur within 20 days of the purported exercise, the Options shall be treated as not having been exercised, and the purported exercise shall be treated as having had no effect.
- 9.9** If Options become exercisable pursuant to Rules 9.1 or 9.3 above, or any person obtains control of the Company pursuant to 9.4 or 9.5 above, any Participant may at any time within the Appropriate Period, by agreement with the acquiring company, release any Option which has not lapsed (the “ **Old Option** ”) in consideration of the grant to him of an Option (the “ **New Option** ”) which (for the purposes of Paragraph 39 of Schedule 3 to ITEPA) is equivalent to the Old Option but relates to shares in a different company (whether the company which has obtained Control of the Company itself or some other company falling within Paragraph 18(b) or (c) of Schedule 3 to ITEPA).
- 9.10** The New Option shall not be regarded for the purposes of Rule 9.9 as equivalent to the Old Option unless the conditions set out in Paragraph 39(4) of Schedule 3 to ITEPA are satisfied. Where the provisions of Rule 9.9 apply the provisions of the Sub-Plan shall for this purpose be construed as if:
- (a) the New Option were an option granted under the Scheme at the same time as the Old Option;
 - (b) except for the purpose of the definition of “Constituent Company” in Rule 1, the reference to Signet Jewelers Limited in the definition of “the Company” in Rule 1 were a reference to the different company mentioned in Rule 9.9; and
 - (c) references to the Shares were references to the shares subject to the New Options.
- 9.11** The acquiring company must issue (or procure the issue of) an option certificate for each New Option as soon as reasonably practicable.
- 10 MANNER OF EXERCISE**
- 10.1** An Option may only be exercised during the periods specified in Rules 8 and 9, and only with monies not exceeding the amount of repayments (including any interest and Relevant Bonus) made under the Savings Contract as at the date of such exercise, and that are, or are derived from, such repayments. For this purpose, no account shall be taken of such part (if any) of the repayment of any Monthly Contribution, the due date for the payment of which under the Savings Contract arises after the date of the repayment.
- 10.2** Exercise shall be by the delivery to the Company Secretary as agent for the Grantor (or its duly appointed agent), of:
- (a) a duly completed notice of exercise (in the form prescribed by the Board) and signed by the Participant (or the Participant’s duly authorised agent), which sets out the number of Shares over which the Participant wishes to exercise the Option; and
 - (b) either: (i) any remittance for the Exercise Price payable to the Company (being comprised solely of monies referred to in Rule 10.1); or (ii) authority to the Company authorising it to withdraw and apply monies from the Savings Contract to acquire the Shares over which the Option is to be exercised on behalf of the relevant Participant.
- 10.3** The effective date of exercise shall be the date of delivery of the notice of exercise together with any remittance or authority referred to in Rule 10.2. For the purposes of this Sub-Plan a notice of exercise shall be deemed to be delivered when it is received by the Company.
- 10.4** Any exercise notice will be invalid to the extent that it is inconsistent with the Participant’s rights and obligations under these Rules and the relevant Options.
- 10.5** The Company may permit a Participant to correct any defect in an exercise notice, but is not obliged to do so. The date of any corrected exercise notice will be the date of the correction.
- 10.6** Shares transferred in satisfaction of the exercise of an Option must be transferred free of any lien, charge or other security interest, and with all rights attaching to them, other than any rights determined by reference to a date before the date of the transfer.
- 11 ISSUE OR TRANSFER OF SHARES**
- 11.1** Subject to Rule 11.3, Shares to be issued pursuant to the exercise of an Option shall be allotted to the Participant (or his nominee) within 30 days following the date of effective exercise of the Option.
- 11.2** Subject to Rule 11.3, the Grantor shall procure the transfer of any Shares to be transferred to a Participant (or his nominee) pursuant to the exercise of an Option within 30 days following the date of effective exercise of the Option.

- 11.3** The allotment or transfer of any Shares under the Scheme shall be subject to obtaining any such approval or consent as is mentioned in Rule 6.7 above.
- 11.4** Shares issued pursuant to the Scheme shall rank pari passu in all respects with the Shares then in issue, except that they shall not rank for any rights attaching to Shares by reference to a record date preceding the date of allotment.
- 11.5** Shares transferred pursuant to the Scheme shall not be entitled to any rights attaching to Shares by reference to a record date preceding the date of transfer.
- 11.6** If and so long as the Shares are listed on the New York Stock Exchange or are admitted to trading on any stock exchange, stock market or other recognised exchange (the “ **Relevant Exchange** ”), the Company shall apply for any Shares issued pursuant to the Scheme to be admitted to listing on the Relevant Exchange, as soon as practicable after the allotment thereof.
- 11.7** Any requirements under this Rule 11 to issue, allot, transfer or procure the transfer of any Shares may be met by the transfer of Shares held as Treasury Shares.

12 ADJUSTMENTS

- 12.1** The number or description of Shares over which an Option is granted and/or the Option Price thereof (and where an Option has been exercised but no Shares have been allotted or transferred pursuant to such exercise, the number of Shares which may be so allotted or transferred and/or the price at which they may be acquired) may be adjusted in such manner as the Board shall determine following any capitalisation issue, any offer or invitation made by way of rights, subdivision, consolidation, reduction or other variation in the share capital of the Company (other than as consideration for an acquisition). Any adjustment made must secure that:
- (a) the total Market Value of the Shares which may be acquired by the exercise of the Option is immediately after the variation substantially the same as it was immediately before the variation or variations; and
 - (b) the total price at which those Shares may be acquired is immediately after the variation substantially the same as it was immediately before the variation or variations,
- and that following any such variation the requirements of Schedule 3 to ITEPA continue to be met.
- 12.2** Apart from pursuant to this Rule 12.2, no adjustment under Rule 12.1 above may have the effect of reducing the Option Price to less than the nominal value of a Share. Where an Option subsists over both issued and unissued Shares any such adjustment may only be made if the reduction of the Option Price of Options over both issued and unissued Shares can be made to the same extent. Any adjustment made to the Option Price of Options over unissued Shares shall only be made if and to the extent that the Board shall be authorised to capitalise from the reserves of the Company a sum equal to the amount by which the nominal value of the Shares in respect of which the Option is exercisable exceeds the adjusted Exercise Price and to apply such sum in paying up such amount on such Shares so that on exercise of any Option in respect of which such a reduction shall have been made the Board shall capitalise such sum (if any) and apply the same in paying up such amount as aforesaid.
- 12.2** The Grantor may take such steps as it may consider necessary to notify Participants of any adjustment made under this Rule 12 and to call in, cancel, endorse, issue or reissue any option certificate consequent upon such adjustment.

13 ADMINISTRATION

- 13.1** Any notice or other communication under or in connection with the Scheme may be given:
- (a) by personal delivery;
 - (b) by email to an appropriate email address (which, in the case of the Company, means corporatesecretary@jewels.com, and in the case of an Eligible Employee or a Participant, the email address notified by such Eligible Employee or Participant to the relevant scheme administrator), and where a notice or communication is given by email, it shall be deemed to have been received at 9am on the business day after sending;
 - (c) if by the Company, by uploading to the electronic portal operated by or on behalf of the Company, and where a notice or communication is so given, it shall be deemed to have been received at 9am on the business day after being so uploaded; or
 - (d) by sending the same by post, in the case of a company to its registered office and in the case of an individual to his last known address or, where he is a director or employee of a Constituent Company or an Associated Company, either to his last known address or to the address of the place of business at which he performs the whole or substantially the whole of the duties of his office or employment, and where a notice or other communication is given by first-class post, it shall be deemed to have been received 72 hours after it was put into the post properly addressed and stamped.

- 13.2** The Company may distribute to Participants copies of any notice or document normally sent by the Company to the holders of Shares.
- 13.3** If any option certificate shall be worn out, defaced or lost, it may be replaced on such evidence being provided as the Board may require
- 13.4** The Company shall at all times keep available for allotment unissued Shares at least sufficient to satisfy all Options under which Shares may be subscribed or the Grantor shall procure that sufficient Shares are available for transfer to satisfy all Options under which Shares may be acquired.
- 13.5** The decision of the Board in any dispute relating to an Option or the due exercise thereof or any other matter in respect of the Scheme shall be final and conclusive.
- 13.6** The costs of introducing and administering the Scheme shall be borne by the Company and any Constituent Companies , in such proportions as are decided by the Board (and in the absence of any such allocation, shall be borne by the Company).
- 13.7** Any expenses involved in any issue of Shares in the name of any Participant or his personal representative(s) or nominee(s) shall be payable by the Company and any expenses involved in the transfer of Shares into the name of any Participant or his personal representative(s) or nominee(s) shall be payable by the Grantor.
- 13.8** A Participant shall be responsible for (including for the making of personal returns and filings to the Revenue Commissioners and to the Department of Employment Affairs and Social Protection, each of Ireland (as appropriate) in respect of) and shall indemnify the Company, each Constituent Company and each Associated Company against any tax, universal social charge or social security liability relating to the grant to that Participant (including the subsequent vesting and exercise of) an Option.
- 14 ALTERATIONS**
- 14.1** Subject to Rules 14.2 and 14.4, the Board may at any time (but only with the prior consent of the Trustees if there are subsisting Options which have been granted by the Trustees) alter or add to all or any of the provisions of the Sub-Plan in any respect, provided that the Board may not amend the Sub-Plan if the effect would be that the Scheme would no longer be a Schedule 3 SAYE.
- 14.2** Subject to Rule 14.3, and without prejudice to the provisions of Rules 9.9 and 9.10 (in respect of which, for the avoidance of doubt, no shareholder approval shall be required), no alteration or addition to the advantage of Participants or employees relating to eligibility, the limits on participation, the overall limits on the issue of Shares, the basis for determining a Participant's entitlement to Shares and the adjustment of Options may be made under Rule 14.1 without the prior approval by resolution of the members of the Company in general meeting.
- 14.3** Rule 14.2 shall not apply to:
- (a) any minor alteration or addition which is to benefit the administration of the Scheme, is necessary or desirable for the Scheme to comply with Schedule 3 to ITEPA or any other enactment or to take account of any change in legislation or to obtain or maintain favourable taxation, exchange control or regulatory treatment for the Company, or any Subsidiary of the Company or any Participant; or
 - (b) for the avoidance of doubt, any amendment to the Sub-Plan (including, but not limited to, the amount of any Minimum Contribution or Maximum Contribution) which is necessary to ensure that no Eligible Employee or Participant has an entitlement to awards under this Sub-Plan greater than the maximum entitlement of an "Eligible Employee" (as defined in Rule 1.1 of the Scheme) under the Scheme in accordance with Rule 14.7(c) of the Scheme.
- 14.4** No alteration or addition shall be made under Rule 14.1 which would abrogate or adversely affect the subsisting rights of a Participant, unless it is made:
- (a) with the consent in writing of such number of Participants as hold Options to acquire 75 per cent. of the Shares which would be issued or transferred if all Options granted and subsisting to Participants were exercised; or
 - (b) by a resolution at a meeting of Participants passed by not less than 75 per cent. of the Participants who attend and vote either in person or by proxy, and for the purposes of this Rule 14.4 the provisions of the bye-laws of the Company relating to shareholder meetings shall apply *mutatis mutandis* .
- 14.5** As soon as reasonably practicable after making any alteration or addition under Rule 14.1, the Board shall give written notice thereof to any Participant affected thereby.
- 14.6** No alteration shall be made to the Sub-Plan if following the alteration the Scheme would cease to be an Employees' Share Scheme.

15 GENERAL

- 15.1** The Sub-Plan shall terminate on the date of termination of the Scheme or at any earlier time by the passing of a resolution by the Board or a resolution of the Company in general meeting. Termination of the Sub-Plan shall be without prejudice to the subsisting rights of Participants.
- 15.2** The Company and any Subsidiary of the Company may provide money to the trustee of any trust or any other person to enable them or him to acquire Shares to be held for the purposes of the Sub-Plan, or enter into any guarantee or indemnity for those purposes, to the extent permitted by law. In addition, the Company may require any Subsidiary to enter into such other agreement or agreements as it shall deem necessary to oblige such Subsidiary to reimburse the Company for any other amounts paid by the Company hereunder, directly or indirectly in respect of such Subsidiary's employees. Nothing in the Sub-Plan shall be deemed to give any employee of any Constituent Company any right to participate in the Scheme.
- 15.3** The rights and obligations of any individual under the terms of his office or employment with a Constituent Company or Associated Company shall not be affected by that individual's participation in the Scheme or any right which that individual may have to participate therein, pursuant to this Sub-Plan or otherwise, and an individual who participates therein has no right to, and shall waive, all and any rights to compensation or damages (including for loss or potential loss which he or she may suffer by reason of being unable to acquire or retain Shares or any interest in the Company (or any equivalent or connected interest), unfair dismissal, wrongful dismissal, breach of contract or otherwise) in consequence of: (i) the termination of his office or employment with any such company; (ii) the transfer of ownership (or any part thereof) of any company or business; (iii) the lapse of any Option; (iv) any change to invitations made under the Plan, including any variation of their terms or timing or their complete suspension or termination; or (v) any failure by the Board to (a) nominate an Eligible Company to be a Constituent Company, or (b) to make an invitation to apply for an Option to any person who is not at the relevant time an Eligible Employee where it is in the Board's discretion to do so; and in each case for any reason whatsoever, whether lawfully or otherwise, insofar as those rights arise or may arise from his ceasing to have rights under or be entitled to exercise any Option under the Scheme as a result of such termination or transfer, or from the loss or diminution in value of such rights or entitlements, or such lapse of an Option, change to the basis on which invitations are issued, or any such failure by the Board, including by reason of the operation of the terms of the Scheme or this Sub-Plan or the provisions of any statute or law relating to taxation.
- 15.4** Benefits under the Scheme shall not form part of a Participant's remuneration for any purpose and shall not be pensionable and shall not give a Participant any rights or additional rights in respect of any pension scheme operated by a Constituent Company or Associated Company.
- 15.5** A person who is not a party to the Option shall not have any rights under or in connection with it as a result of the Contracts (Rights of Third Parties) Act 1999 except where such rights arise under any provision of the Plan for any employer or former employer of the Participant which is not a party. This Rule 15.5 does not affect any right or remedy of a third party which exists, or is available, apart from that Act.
- 15.6** The Scheme (including this Sub-Plan) and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of England and Wales.
- 15.7** Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with the Scheme (including this Sub-Plan) or its subject matter or formation (including non-contractual disputes or claims).
- 15.8** Each party irrevocably consents to any process in any legal action or proceeding under Rule 15.7 above being served on it in accordance with the provisions of the this Sub-Plan relating to service of notices. Nothing contained in the Scheme (including this Sub-Plan) shall affect the right to serve process in any other manner permitted by law.

Appendix C

Signet Jewelers Limited Employee Share Purchase Plan for U.S. Employees

1. **Purpose.** Signet Jewelers Limited, an exempted company registered in Bermuda, hereby establishes this Employee Share Purchase Plan (the "Plan"). The Plan is intended to provide eligible employees of the Company and Participating Subsidiaries with an opportunity to acquire a proprietary interest in the Company through the purchase of Common Shares. The Company intends that the Plan qualify as an "employee stock purchase plan" under Section 423 of the Code and a non-compensatory employee share purchase plan under ASC 718, and the Plan shall be interpreted in a manner that is consistent with such intent.
2. **Definitions.**
 - "*Beneficial Owner*" shall have the meaning ascribed to such term in Rule 13d-3 under the General Rules and Regulations under the Exchange Act.
 - "*Board*" means the Board of Directors of the Company.
 - "*Code*" means the U.S. Internal Revenue Code of 1986, as amended from time to time. Any reference to a section of the Code shall be deemed to include a reference to any regulations promulgated thereunder.
 - "*Committee*" means (i) the Compensation Committee of the Board or a subcommittee of the Compensation Committee of the Board, (ii) such other committee designated by the Board to administer this Plan or (iii) the Board, as determined by the Board.
 - "*Common Share*" means a common share of the Company, par value \$0.18 per share.
 - "*Company*" means Signet Jewelers Limited, registered in Bermuda no. 42069 and any successor thereto.
 - "*Compensation*" means base salary, wages, overtime and cash incentive compensation paid to an Eligible Employee by the Company or a Participating Subsidiary as compensation for services to the Company or the Participating Subsidiary, before deduction for any salary deferral contributions made by the Eligible Employee to any tax-qualified or nonqualified deferred compensation plan.
 - "*Change of Control*" means the occurrence of any of the following events:
 - (a) Any Person becomes the Beneficial Owner, directly or indirectly, of more than fifty percent (50%) of the combined voting power of the then outstanding voting shares of the Company entitled to vote generally in the election of its directors (the "Outstanding Company Voting Securities") including by way of merger, amalgamation, consolidation or otherwise; provided, however, that for purposes of this definition, the following acquisitions shall not be taken into account in determining whether a Change of Control has occurred: (i) any acquisition of voting shares of the Company directly from the Company or (ii) any acquisition by the Company or any of its Subsidiaries of Outstanding Company Voting Securities, including an acquisition by any employee benefit plan or related trust sponsored or maintained by the Company, or any of its Subsidiaries;
 - (b) The following individuals (the "Incumbent Directors") cease for any reason to constitute a majority of the number of directors then serving on the Board: individuals who, on the Effective Date, constitute the Board and any new director whose appointment or election by the Board or nomination for election by the Company's shareholders was approved or recommended by a vote of at least a majority of the directors then still in office who either were directors on the Effective Date or whose appointment, election or nomination for election was previously so approved or recommended (other than such new director whose initial assumption of office is in connection with an actual or threatened election contest, including, but not limited to, a consent or proxy solicitation, relating to the election of directors of the Company by or on behalf of a Person other than the Board);
 - (c) Consummation of a reorganization, merger, amalgamation or consolidation involving the Company or a sale or other disposition of all or substantially all of the assets of the Company (a "Business Combination"), unless, following such Business Combination: (i) individuals and entities that were the Beneficial Owners of Outstanding Company Voting Securities immediately prior to such Business Combination are the Beneficial Owners, directly or indirectly, of more than fifty percent (50%) of the combined voting power of the outstanding voting securities entitled to vote generally in the election of directors (or election of members of a comparable governing body) of the entity resulting from the Business Combination (including, without limitation, an entity which as a result of such transaction owns all or substantially all of the voting power of the outstanding voting

securities entitled to vote generally in the election of directors or all or substantially all of the Company's assets either directly or through one or more Subsidiaries) (the "Successor Entity") in substantially the same proportions as their ownership immediately prior to such Business Combination and (ii) at least a majority of the members of the board of directors (or comparable governing body) of the Successor Entity immediately following the Business Combination were Incumbent Directors (including persons deemed to be Incumbent Directors) at the time of the execution of the initial agreement providing for such Business Combination.

Notwithstanding the foregoing, solely for purposes of determining the timing of payment or timing of distribution for purposes of an Award that constitutes "nonqualified deferred compensation" within the meaning of Section 409A, a Change of Control shall not be deemed to have occurred unless the events that have occurred will also constitute a "change in the ownership or effective control of a corporation, or a change in the ownership of a substantial portion of the assets of a corporation," of the Company under Section 409A, or any successor provision.

"*Designated Broker*" means the financial services firm or other agent designated by the Company to maintain ESPP Share Accounts on behalf of Participants who have purchased Common Shares under the Plan.

"*Effective Date*" means the date as of which this Plan is adopted by the Board, subject to the Plan obtaining shareholder approval in accordance with Section 18.11 hereof.

"*Employee*" means any person who renders services to the Company or a Participating Subsidiary as an employee pursuant to an employment relationship with such employer in accordance with Section 421 of the Code and the Treasury Regulations thereunder.

"*Eligible Employee*" means any Employee who has been continuously employed by the Company or a Participating Subsidiary for at least six (6) months as of September 1st prior to the beginning of an Offering Period. Notwithstanding the foregoing, the Committee may exclude from participation in the Plan or any Offering, Employees who are "highly compensated employees" of the Company or a Participating Subsidiary (within the meaning of Section 414(q) of the Code) or a sub-set of such highly compensated employees.

"*Enrollment Election*" means an electronic election pursuant to which an Eligible Employee may elect to enroll in the Plan, to authorize a new level of payroll deductions, or to stop payroll deductions and withdraw from an Offering Period.

"*ESPP Share Account*" means an account in which Common Shares purchased with accumulated payroll deductions at the end of an Offering Period is held on behalf of a Participant.

"*Exchange Act*" means the U.S. Securities Exchange Act of 1934, as amended from time to time.

"*Fair Market Value*" means the closing price as reported on the New York Stock Exchange or other recognized stock exchange or established over-the-counter trading systems on which the Common Shares are listed on such date, or if the Common Shares were not traded on such date, then on the first trading day immediately preceding such date, as reported by such responsible reporting service as the Committee may select.

"*Offering Date*" means the first trading day of each Offering Period as designated by the Committee.

"*Offering or Offering Period*" means a period of twelve (12) months beginning on the first (1st) business day of the second payroll period in the month of October of each year during the term of the Plan; provided, that, pursuant to Section 5, the Committee may change the duration of future Offering Periods (subject to a maximum Offering Period of twenty-seven (27) months) and/or the start and end dates of future Offering Periods.

"*Participant*" means an Eligible Employee who is actively participating in the Plan.

"*Participating Subsidiary*" means a Subsidiary that has been designated as eligible to participate in the Plan by the Committee from time to time in its sole discretion.

"*Person*" shall have the meaning ascribed to such term in Section 3(a)(9) of the Exchange Act and used in Sections 13(d) and 14(d) thereof, including a "group" as defined in Section 13(d) thereof.

"*Plan*" means this Signet Jewelers Limited Employee Share Purchase Plan, as set forth herein, and as amended from time to time.

"*Purchase Date*" means the last trading day of each Offering Period.

"*Purchase Price*" means an amount equal to ninety-five percent (95%) (or such greater percentage as designated by the Committee) of the Fair Market Value of a Common Share on the Purchase Date; provided, that, the Purchase Price per Common Share will in no event be less than the par value of the Common Share.

"*Securities Act*" means the Securities Act of 1933, as amended, from time to time.

"*Subsidiary*" means an entity (whether or not a corporation) that is wholly or majority owned or controlled, directly or indirectly, by the Company or any other affiliate of the Company that is so designated, from time to time, by the Committee, during the period of such affiliated status. In all cases, the determination of whether an entity is a Subsidiary shall be made in accordance with Section 424(f) of the Code.

3. Administration. The Plan shall be administered by the Committee which shall have the authority to construe and interpret the Plan, prescribe, amend and rescind rules relating to the Plan's administration and take any other actions necessary or desirable for the administration of the Plan including, without limitation, delegating administration to a third party share plan administrator or adopting sub-plans applicable to particular Participating Subsidiaries or locations, which sub-plans may be designed to be outside the scope of Section 423 of the Code. The Committee may correct any defect or supply any omission or reconcile any inconsistency or ambiguity in the Plan. The decisions of the Committee shall be final and binding on all persons. All expenses of administering the Plan shall be borne by the Company.
4. Eligibility. Unless otherwise determined by the Committee in a manner that is consistent with Section 423 of the Code and ASC 718, any individual who is an Eligible Employee as of the first day of the enrollment period designated by the Committee for a particular Offering Period shall be eligible to participate in such Offering Period, subject to the requirements of Section 423 of the Code.

Notwithstanding any provision of the Plan to the contrary, no Eligible Employee shall be granted an option under the Plan if (i) immediately after the grant of the option, such Eligible Employee (or any other person whose shares would be attributed to such Eligible Employee pursuant to Section 424(d) of the Code) would own shares of the Company and/or hold outstanding options to purchase shares, in the aggregate, possessing 5% or more of the total combined voting power or value of all classes of shares of the Company or any Subsidiary or (ii) such option would permit his or her rights to purchase shares under all employee share purchase plans (described in Section 423 of the Code) of the Company and its Subsidiaries to accrue at a rate that exceeds \$25,000 of the Fair Market Value of such shares (determined at the time the option is granted) for each calendar year in which such option is outstanding at any time, pursuant to the requirements of Section 423(b)(8) of the Code. When applying the foregoing limitation, in accordance with Section 423 of the Code and the Treasury Regulations thereunder, (1) the right to purchase Common Shares under an option accrues when the option (or any portion thereof) first becomes exercisable during the calendar year, (2) the right to purchase Common Shares under an option accrues at the rate provided in the option, but in no case may such rate exceed \$25,000 in Fair Market Value of such Common Shares (determined at the time such option is granted) for any one calendar year, and (3) a right to purchase Common Shares which has accrued under one option granted pursuant to the Plan may not be carried over to any other option to purchase Common Shares.
5. Offering Periods. The Plan shall be implemented by a series of Offering Periods. The Committee shall have the authority to change the duration, frequency, start and end dates of future Offering Periods (up to a maximum Offering Period of 27 months).
6. Participation.
 - 6.1 Enrollment; Payroll Deductions. An Eligible Employee may elect to participate in the Plan by properly completing an Enrollment Election in accordance with the enrollment procedures established by the Committee. Participation in the Plan is entirely voluntary. By completing an Enrollment Election, the Eligible Employee authorizes payroll deductions from his or her paycheck in an amount equal to at least \$10.00, but not more than \$913.46 of his or her Compensation each pay day occurring during an Offering Period (or such other maximum percentage as the Committee may establish from time to time before an Offering Period begins), up to \$23,750 per Offering Period. Payroll deductions shall commence on the first payroll date following the Offering Date and end on the last payroll date on or before the Purchase Date. The Company shall maintain records of all payroll deductions but shall have no obligation to pay interest on payroll deductions or to hold such amounts in a trust or in any segregated account. Unless expressly permitted by the Committee in writing, a Participant may not make any separate contributions or payments to the Plan.
 - 6.2 Election Changes. During an Offering Period, a Participant may not change the rate of his or her payroll deductions applicable to such Offering Period. A Participant may decrease or increase his or her rate of payroll deductions for future Offering Periods by completing a new Enrollment Election authorizing the new rate of payroll deductions during the next enrollment period. However, a Participant may withdraw from the Plan in accordance with Section 9.
 - 6.3 Automatic Re-enrollment. The deduction rate selected in the Enrollment Election shall remain in effect for subsequent Offering Periods unless the Participant (a) completes a new Enrollment Election authorizing a new level of payroll deductions in accordance with Section 6.2, (b) withdraws from the Plan in accordance with Section 9, or (c) terminates employment or otherwise becomes ineligible to participate in the Plan.
 - 6.4 Grant of Option. On each Offering Date, each Participant in the applicable Offering Period shall be granted an option to purchase, on the Purchase Date, a number of Common Shares determined by dividing the Participant's accumulated payroll deductions by the applicable Purchase Price. Any amount remaining in the Participant's notional account as of the Purchase Date in excess of the amount that may be applied to purchase Common Shares as a result of the limitations set forth herein (or as designated by the administrator of the Plan) shall be

carried over to the next Offering Period. If the Participant does not participate in the next Offering Period, any such remaining amount shall be returned to the Participant.

7. Exercise of Option/Purchase of Shares. A Participant's option to purchase Common Shares will be exercised automatically on the Purchase Date of each Offering Period. The Participant's accumulated payroll deductions will be used to purchase the maximum number of whole shares that can be purchased with the amounts in the Participant's notional account. If and to the extent provided by the Committee, for so long as such Common Shares are maintained in ESPP Share Accounts, all dividends paid with respect to such Common Shares shall be paid to the Participant in cash. No fractional Common Shares may be purchased, but notional fractional Common Shares will be allocated to the Participant's ESPP Shares Account to be aggregated with other notional fractional Common Shares on future purchase dates, subject to earlier withdrawal by the Participant in accordance with Section 9 or termination of employment in accordance with Section 10.
8. Transfer of Shares. As soon as reasonably practicable after each Purchase Date, the Company will arrange for the delivery to each Participant of the Common Shares purchased upon exercise of his or her option. The Committee may permit or require that the shares be deposited directly into an ESPP Share Account established in the name of the Participant with a Designated Broker. Participants will not have any voting, dividend or other rights of a shareholder with respect to the Common Shares subject to any option granted hereunder until such shares have been delivered pursuant to this Section 8.
9. Withdrawal.
 - 9.1 Withdrawal Procedure. A Participant may withdraw from an Offering by completing a revised Enrollment Election indicating his or her election to withdraw at least fourteen (14) calendar days before the end of the Offering Period. The accumulated payroll deductions held on behalf of a Participant in his or her notional account (that have not been used to purchase Common Shares), shall be paid to the Participant promptly following receipt of the Participant's Enrollment Election indicating his or her election to withdraw and the Participant's option shall be automatically terminated. If a Participant withdraws from an Offering Period, no payroll deductions will be made during any succeeding Offering Period, unless the Participant re-enrolls in accordance with Section 6.1 of the Plan.
 - 9.2 Effect on Succeeding Offering Periods. A Participant's election to withdraw from an Offering Period will not have any effect upon his or her eligibility to participate in succeeding Offering Periods that commence following the completion of the Offering Period from which the Participant withdraws.
10. Termination of Employment; Change in Employment Status. Upon termination of a Participant's employment for any reason, including death, disability or retirement, or a change in the Participant's employment status following which the Participant is no longer an Eligible Employee, which in either case occurs before the Purchase Date, the Participant will be deemed to have withdrawn from the Plan and the payroll deductions in the Participant's notional account (that have not been used to purchase Common Shares), shall be returned to the Participant, or in the case of the Participant's death, to the person(s) entitled to such amounts under Section 16, and the Participant's option shall be automatically terminated.
11. Interest. No interest shall accrue on or be payable with respect to the payroll deductions of a Participant in the Plan.
12. Shares Reserved for Plan.
 - 12.1 Number of Shares. Subject to adjustments as described below, a total of 1,250,000 Common Shares have been reserved for issuance under the Plan.
 - 12.2 Over-subscribed Offerings. The number of Common Shares which a Participant may purchase in an Offering under the Plan may be reduced if the Offering is over-subscribed. No option granted under the Plan shall permit a Participant to purchase Common Shares which, if added together with the total number of Common Shares purchased by all other Participants in such Offering would exceed the total number of Common Shares remaining available under the Plan. If the Committee determines that, on a particular Purchase Date, the number of Common Shares with respect to which options are to be exercised exceeds the number of Common Shares then available under the Plan, the Company shall make a pro rata allocation of the Common Shares remaining available for purchase in as uniform a manner as practicable and as the Committee determines to be equitable.
13. Transferability. No payroll deductions credited to a Participant, nor any rights with respect to the exercise of an option or any rights to receive Common Shares hereunder may be assigned, transferred, pledged or otherwise disposed of in any way (other than by will, the laws of descent and distribution, or as provided in Section 16 hereof) by the Participant. Any attempt to assign, transfer, pledge or otherwise dispose of such rights or amounts shall be without effect.
14. Application of Funds. All payroll deductions received or held by the Company under the Plan may be used by the Company for any corporate purpose to the extent permitted by applicable law, and the Company shall not be required to segregate such payroll deductions or contributions.

15. Statements. Participants will have access to statements at least annually which shall set forth the contributions made by the Participant to the Plan, the Purchase Price of any Common Shares purchased with accumulated funds, the number of Common Shares purchased, and any payroll deduction amounts remaining in the Participant's notional account.
16. Designation of Beneficiary. A Participant may submit a designation of beneficiary who is to receive any Common Shares, if any, from the Participant's ESPP Share Account under the Plan in the event of such Participant's death. In the event that no such designation is submitted, the Common Shares shall be distributed to the Participant's estate. Any option granted hereunder is exercisable only by the Participant during the Participant's lifetime. In the event of the Participant's death prior to the Purchase Date of an Offering Period, any cash withheld through payroll deductions and credited to the Participant's notional account and any cash amounts in respect of notional fractional Common Shares credited to the Participant's ESPP Share Account shall be refunded to the Participant's estate through payroll.
17. Adjustments.
 - 17.1 Adjustments. In the event of any corporate event or transaction involving the Company, a Subsidiary and/or an affiliate (including, but not limited to, a change in the Common Shares of the Company or the capitalization of the Company) such as a merger, amalgamation, consolidation, reorganization, recapitalization, reclassification, separation, share dividend, extraordinary cash dividend, share split, reverse share split, split up, spin-off, combination of Common Shares, exchange of Common Shares, dividend in kind, amalgamation, or other like change in capital structure (other than normal cash dividends to shareholders of the Company), or any similar corporate event or transaction, the Committee shall, in the manner and to the extent it considers appropriate and equitable to Participants and consistent with the terms of the Plan, cause an adjustment to be made to (i) the maximum number and kind of Shares that may be delivered under the Plan, (ii) the Purchase Price per share, (iii) the number of Common Shares covered by each outstanding option under the Plan and (iv) the numerical limits of Section 6.4 and Section 12.
 - 17.2 Change of Control. In the event of a Change of Control, the Committee shall have the power and discretion to (i) continue the Offering Period in effect on the date of such Change of Control, (ii) shorten the Offering Period then in progress by setting a "New Purchase Date" which shall be before the date of the Company's proposed Change of Control, (iii) substitute Common Shares available under the Plan with shares of common stock of the surviving company or its parent, or (iv) terminate the Plan and return any payroll deductions in the Participant's notional account (that have not been used to purchase Common Shares) to the Participant. In the event of prong (ii), the Committee shall notify each Participant in writing, at least ten (10) trading days prior to the New Purchase Date, that the Purchase Date for the Participant's purchase right has been changed to the New Purchase Date and that Common Shares shall be purchased automatically on the New Purchase Date, unless prior to such date the Participant has withdrawn from the Offering Period as described in Section 9 above, although only five (5) days' notice of withdrawal will be required.
18. General Provisions.
 - 18.1 Equal Rights and Privileges. Notwithstanding any provision of the Plan to the contrary and in accordance with Section 423 of the Code and ASC 718, all Eligible Employees who are granted options under the Plan shall have the same rights and privileges.
 - 18.2 No Right to Continued Service. Neither the Plan nor any compensation paid hereunder will confer on any Participant the right to continue as an Employee or in any other capacity.
 - 18.3 Rights as Shareholder. A Participant will become a shareholder with respect to the Common Shares that are purchased pursuant to options granted under the Plan when the shares are transferred to the Participant or the Participant's ESPP Share Account. A Participant will have no rights as a shareholder with respect to Common Shares for which an election to participate in an Offering Period has been made until such Participant becomes a shareholder as provided above.
 - 18.4 Successors and Assigns. The Plan shall be binding on the Company and Participants and their respective successors and assigns.
 - 18.5 Entire Plan. This Plan constitutes the entire plan with respect to the subject matter hereof and supersedes all prior plans with respect to the subject matter hereof.
 - 18.6 Compliance with Law. The obligations of the Company with respect to payments under the Plan are subject to compliance with all applicable laws and regulations. Common Shares shall not be issued with respect to an option granted under the Plan unless the exercise of such option and the issuance and delivery of the Common Shares pursuant thereto shall comply with all applicable provisions of law, including, without limitation, the Securities Act, the Exchange Act, and the requirements of any stock exchange or trading system upon which the shares may then be listed.

- 18.7 Notice of Disqualifying Dispositions. Each Participant shall give the Company prompt written notice of any disposition or other transfer of Common Shares acquired pursuant to the exercise of an option acquired under the Plan, if such disposition or transfer is made within two years after the Offering Date or within one year after the Purchase Date.
- 18.8 Term of Plan. The Plan shall become effective on the Effective Date and, unless terminated earlier pursuant to Section 18.9, shall have a term of ten (10) years.
- 18.9 Amendment or Termination. The Committee may, in its sole discretion, amend, suspend or terminate the Plan at any time and for any reason. If the Plan is terminated, the Committee may elect to terminate all outstanding Offering Periods either immediately or once Common Shares have been purchased on the next Purchase Date (which may, in the discretion of the Committee, be accelerated), subject to any adjustment in accordance with Section 17. If the Plan is terminated, immediately following the termination of the Offering Period or the final Purchase Date, as applicable, all amounts that have not been used to purchase Common Shares will be returned to Participants (without interest, except as otherwise required by law) as soon as administratively practicable.
- 18.10 Applicable Law. The Plan and all rights hereunder shall be governed by the laws of the State of Ohio, excluding any conflicts or choice of law rule or principle that might otherwise refer construction or interpretation of the Plan to the substantive law of another jurisdiction. Any action to enforce any of the provisions of the Plan shall be brought in a court in the State of Ohio located in Summit County or, if subject matter jurisdiction exists, in the Eastern Division of the U.S. District Court for the Northern District of Ohio. The Company and any Participant consent to the jurisdiction of such courts and to the service of process in any manner provided by applicable Ohio or federal law. Each party irrevocably waives any objection which it may now or hereafter have to the laying of the venue of any such suit, action, or proceeding brought in such court and any claim that such suit, action, or proceeding brought in such court has been brought in an inconvenient forum and agrees that service of process in accordance with the foregoing sentences shall be deemed in every respect effective and valid personal service of process upon such party.
- PARTICIPANT ACKNOWLEDGES THAT, BY ACCEPTING AN AWARD AGREEMENT UNDER THE PLAN, PARTICIPANT IS WAIVING ANY RIGHT THAT PARTICIPANT MAY HAVE TO A JURY TRIAL RELATED TO THIS PLAN OR ANY AWARD AGREEMENT THEREUNDER.
- 18.11 Shareholder Approval. The Plan shall be subject to approval by the shareholders of the Company within twelve (12) months before or after the date the Plan is adopted by the Board. If the Plan is not approved by the shareholders of the Company during such period, the Plan shall be terminated and any payroll deductions accrued under the Plan (if any) shall be returned to Participants.
- 18.12 Section 423 and ASC 718. The Plan is intended to qualify as an "employee stock purchase plan" under Section 423 of the Code and a non-compensatory employee share purchase plan under ASC 718. Any provision of the Plan that is inconsistent with Section 423 of the Code or a non-compensatory plan under ASC 718 shall be reformed to comply with Section 423 of the Code and the applicable terms of ASC 718.
- 18.13 Withholding. The Company shall have the power and the right to deduct or withhold automatically from any amount deliverable under the Plan, or require a Participant to remit to the Company, the minimum statutory amount to satisfy federal, state, and local taxes, domestic or foreign, required by law or regulation to be withheld with respect to any taxable event arising as a result of the Plan.
- 18.14 Severability. If any provision of the Plan shall be determined to be illegal or unenforceable by any court of law in any jurisdiction, the remaining provisions hereof and thereof shall be severable and enforceable in accordance with their terms, and all provisions shall remain enforceable in any other jurisdiction.
- 18.15 Headings. The headings of sections herein are included solely for convenience and shall not affect the meaning of any of the provisions of the Plan.