

**DATED**

**2014**

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**RULES OF THE MOBILITYONE LIMITED  
SHARE OPTION PLAN**

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## **1 Interpretation**

1.1 In this Plan (unless the context otherwise requires) the following words and phrases have the meanings given below:

<b>“Acquiring Company”</b>	a company which has obtained control of the Company or has become bound or entitled to acquire Shares;
<b>“Adoption Date”</b>	the date on which the Plan was adopted by the Directors;
<b>“AIM Rules”</b>	the AIM Rules for Companies published by the Stock Exchange from time to time
<b>“Associated Company”</b>	has the meaning given for the purposes of Section 449 of the UK Corporation Tax Act 2010
<b>“the Company”</b>	MobilityOne Limited (registered in Jersey with no. 96293 and registered office at 28-30 The Parade, St Helier, Jersey JE1 1EQ, Channel Islands);
<b>“control”</b>	has the meaning given in section 995 of the UK Income Tax Act 2007;
<b>“the Date of Grant”</b>	in relation to any Option, the date on which that Option is granted;
<b>“Dealing Day”</b>	a day on which the Stock Exchange is open for the transaction of business;
<b>“the Directors”</b>	the board of directors of the Company from time to time or a duly constituted committee of such directors;
<b>“Eligible Person”</b>	any person who is a bona fide employee (including executive and non-executive directors) of any member of the Group;
<b>“Exercise Price”</b>	in relation to an Option, the price per Share payable upon the exercise of that Option;
<b>“the Group”</b>	all companies which are Group Companies;
<b>“Group Company”</b>	any company which is under the same control as the Company or any Subsidiary;

<b>“HMRC”</b>	HM Revenue & Customs or other applicable taxing body in any relevant jurisdiction;
<b>“Jersey Companies Law”</b>	the Companies (Jersey) Law 1991 as amended;
<b>“Market Value”</b>	on any day, the closing price of a Share as derived from the AIM appendix to the Daily Official List of the Stock Exchange for the immediately preceding Dealing Day;
<b>“New Option”</b>	the right to subscribe for shares in the Acquiring Company or in a company which has control of an Acquiring Company granted or to be granted to Optionholders by an Acquiring Company in exchange for a subsisting Option pursuant to Rule 10.4;
<b>“New Shares”</b>	the shares over which a New Option is granted pursuant to Rule 10.4;
<b>“Notice of Exercise of Option”</b>	the notice of exercise of option in the form, or substantially the same form, as that set out in Schedule 1 of this Plan or in such other form as is determined by the Directors from time to time;
<b>“Option”</b>	right to acquire Shares granted in accordance with and subject to the Rules of this Plan;
<b>“Optionholder”</b>	a person who has been granted an Option or, if that person has died, his Personal Representatives;
<b>“Option Tax Liability”</b>	<p>in relation to any Optionholder, any liability of the Company, and/or any company in the Group and/or any Associated Company to account for:</p> <p>(a) any amount of employee’s national insurance, employee’s social security, income tax or any equivalent tax or contribution arising in whichever part of the world in relation to the grant, vesting or exercise of his Option or in relation to the acquisition, holding or disposal of any Shares to which the Option relates; and</p> <p>(b) so far as it is lawful for the Optionholder to indemnify the Company, and/or any company in the Group and/or any Associated Company for such liabilities (or</p>

otherwise assume responsibility for paying such liabilities), any amount of employer's national insurance, employer's social security or any equivalent tax or contribution arising in whichever part of the world in relation to the grant, vesting or exercise of his Option or in relation to the acquisition, holding or disposal of any Shares to which the Option relates;

<b>“Ordinary Share Capital”</b>	equity share capital of the Company within the meaning of Section 548 of the UK Companies Act 2006;
<b>“Personal Representatives”</b>	in relation to an Optionholder, the legal personal representatives of the Optionholder (being either the executors of his will to whom a valid grant of probate has been made or, if he dies intestate, the duly appointed administrator(s) of his estate) who have provided to the Directors evidence of their appointment as such;
<b>“this Plan”</b>	The MobilityOne Limited Share Option Plan as set out in these Rules and amended from time to time;
<b>“recognised investment exchange”</b>	within the meaning of section 285 of the UK Financial Services and Markets Act 2000, and for the purposes of this definition shall be taken to include the AIM Market of the Stock Exchange and the ISDX Growth Market;
<b>“Shares”</b>	fully-paid ordinary shares in the capital of the Company and <b>“Share”</b> shall mean any one of them;
<b>“the Stock Exchange”</b>	the London Stock Exchange plc;
<b>“Subscription Options”</b>	rights to subscribe for Shares granted pursuant to this Plan;
<b>“Subsisting Options”</b>	options which have neither been renounced nor lapsed nor been wholly exercised nor have been released pursuant to Rule 10.4;
<b>“Subsidiary”</b>	any company which is for the time being both a subsidiary (as defined in section 1159 of the UK Companies Act 2006) of the Company and under the control of the Company;

**“UK Listing Authority”** the Financial Conduct Authority in its capacity as the competent authority under the UK Financial Services and Markets Act 2000.

**“Working Day”** any day other than a Saturday or Sunday which is not a public bank holiday in England, Wales, Scotland or Northern Ireland;

- 1.2 References to an Option vesting or being or becoming vested in respect of any number or proportion of the Shares over which it subsists are to be read as references to the Option becoming capable of being exercised either immediately or, subject to the Optionholder continuing to hold office or employment within the Group (or with any Associated Company), at some future time.
- 1.3 References to Shares in respect of which an Option subsists at any time are to be read and construed as references to the Shares over which the Option is then held (and in respect of which it has not then lapsed and ceased to be exercisable).
- 1.4 Any reference to any enactment includes a reference to that enactment as from time to time modified extended or re-enacted.
- 1.5 Words denoting the masculine gender shall include the feminine.
- 1.6 Words denoting the singular shall include the plural and vice versa.

## **2 Eligibility**

- 2.1 Subject to the following provisions of this Rule 2, the Directors shall have an absolute discretion as to the selection of persons to whom an Option is granted by the Company.
- 2.2 An Option shall not be granted to any person unless he is an Eligible Person.
- 2.3 No Option shall be granted to a director of the Company unless such grant has been previously approved in writing by:
  - 2.3.1 the remuneration committee of the Board (constituted from time to time); and
  - 2.3.2 (in the case of a director) a majority of the other Directors.

## **3 Grant of Options**

- 3.1 Subject to Rule 3.2, an Option may be granted at any time on or after the Adoption Date.
- 3.2 No Option may be granted after the tenth anniversary of the Adoption Date.

- 3.3 An Option shall be granted by the Company executing as a deed and issuing to the Optionholder an option certificate which contains an undertaking by the Optionholder (duly executed as a deed) to be bound by the Rules of this Plan and which specifies:
- 3.3.1 the Date of Grant;
  - 3.3.2 the number of Shares in respect of which the Option is granted;
  - 3.3.3 the Exercise Price;
  - 3.3.4 the date or dates on which the Option may vest and be exercised (together with any conditions to which such vesting and/or exercise are subject);
  - 3.3.5 that the Optionholder agrees to indemnify the Company and any company in the Group and any Associated Company in respect of any Option Tax Liability,

and is otherwise in such form as the Company may from time to time determine.

On receipt by the Company of the Notice of Exercise of Option, the Company will forthwith advise the Optionholder of the amount of the Option Tax Liability which he will have to pay arising from the exercise of the Option, and the Optionholder will pay the Option Tax Liability within 7 days of the receipt of notice from the Company. To the extent any Option Tax Liability has not been paid by the Optionholder or otherwise deducted from the salary of the Optionholder in the relevant month, the relevant employing company is authorised either: (i) to sell such number of Shares arising from the exercise of the Option as is necessary to cover such liability and retain such proceeds of sale; or (ii) to make deductions from subsequent salary payments and to apply the amounts so deducted in reimbursing the person which has accounted for such liability.

- 3.4 The Optionholder shall be entitled to renounce, surrender or cancel, or agree to the cancellation of, an Option within the period of 30 days immediately following the Date of Grant and if an Option is so renounced, surrendered or cancelled it shall be deemed for all purposes never to have been granted.
- 3.5 An Option shall not be granted by any person other than the Company without the prior approval of the Directors.
- 3.6 No Option shall be granted pursuant to this Rule 3 if such a grant would result in the aggregate of:
- 3.6.1 the number of Shares over which subsisting Subscription Options have been granted under this Plan;
  - 3.6.2 the number of Shares which have been issued on the exercise of Options granted under this Plan; and

3.6.3 the number of Shares that may be issued in respect of subsisting options which have been granted under, or which have been issued on the exercise of options granted under, any other employees' share scheme as defined in Section 1166 UK Companies Act 2006 in the ten year period ending on the last Working Day before the Date of Grant,

exceeding 10 per cent. of the number of Shares of the Company then in issue on the last Working Day before the Date of Grant.

#### **4 Relationship with Contract of Employment**

4.1 The grant of an Option does not form part of the Optionholder's entitlement to remuneration or benefits pursuant to his contract of employment or contract for services (where applicable) nor does the existence of a contract of employment or contract for services (where applicable) between any person and the Company or any Subsidiary or Associated Company or former Subsidiary or former Associated Company give such person any right or entitlement to have an Option granted to him in respect of any number of Shares or any expectation that an Option might be granted to him whether subject to any conditions or at all.

4.2 The rights and obligations of an Optionholder under the terms of his contract of employment or contract for services (where applicable) with the Company or any Subsidiary or Associated Company or former Subsidiary or former Associated Company shall not be affected by the grant of an Option.

4.3 The rights granted to an Optionholder upon the grant of an Option shall not afford the Optionholder any rights or additional rights to compensation or damages in consequence of the loss or termination of his office or employment with the Company or any Subsidiary or Associated Company or former Subsidiary or former Associated Company for any reason whatsoever.

4.4 An Optionholder shall not be entitled to any compensation or damages for any loss or potential loss which he may suffer by reason of being or becoming unable to exercise an Option in consequence of the loss or termination of his office or employment with the Company or any Subsidiary or Associated Company or former Subsidiary or former Associated Company for any reason (including, without limitation, any breach of contract by his employer) or in any other circumstances whatsoever.

#### **5 Non-Transferability of Options**

5.1 During his lifetime only the individual to whom an Option is granted may exercise that Option.

5.2 An Option shall immediately cease to be exercisable if:

5.2.1 it is purported to be transferred or assigned (other than to his Personal Representatives upon the death of the Optionholder), mortgaged, charged or otherwise disposed of by the Optionholder; or



- 5.2.2 the Optionholder is adjudicated bankrupt or a bankruptcy order is made against the Optionholder pursuant to Chapter I of Part IX of the UK Insolvency Act 1986, or any analogous legislation in a relevant jurisdiction; or
- 5.2.3 the Optionholder is otherwise deprived (otherwise than on death) of the legal or beneficial ownership of the Option by operation of law or by the Optionholder doing or omitting to do anything which causes him to be so deprived.

## **6 Exercise Price**

- 6.1 The Exercise Price shall be determined by the Directors and shall, subject to Rule 11, be the Market Value of a Share on the Date of Grant or shall be such greater price as the Directors shall determine in their discretion provided always that in the case of a Subscription Option, the price shall not be less than the nominal value of a Share.
- 6.2 Notwithstanding Rule 6.1, the Directors may grant an Option with an Exercise Price at less than the Market Value of a Share on the Date of Grant subject to the prior approval by ordinary resolution of the Company in general meeting.

## **7 Exercise of Options**

### *Latest time for exercise*

- 7.1 Notwithstanding any other provision of this Plan, an Option may not in any event be exercised later than the tenth anniversary of the Date of Grant (or such earlier time as the Directors shall specify at the relevant Date of Grant).

### *Death of Optionholder*

- 7.2 If an Optionholder dies in service then such Option may be exercised by his Personal Representatives in respect of such Shares within the period of 12 months beginning with the date of his death, and if *not then exercised shall* lapse and cease to be exercisable at the end of that period.
- 7.3 If an Optionholder dies after ceasing to hold office or employment or to provide services within the Group an Option granted to him may, within the period of 12 months beginning with the date of death, be exercised by his Personal Representatives in respect of which the Option could have been exercised at the time of death and if not then exercised shall lapse and cease to be exercisable at the end of that period of 12 months.

### *Injury, disability, redundancy, retirement etc*

- 7.4 If an Optionholder ceases to hold office, employment or provide services within the Group by reason of:
  - 7.4.1 injury, ill-health or disability (evidenced to the satisfaction of the Directors); and

- 7.4.2 dismissal by reason of redundancy (within the meaning of the UK Employment Rights Act 1996 or any analogous legislation in a relevant jurisdiction); or
- 7.4.3 retirement (as evidenced to the satisfaction of the Directors); or
- 7.4.4 the company with which he holds office or employment or to which we provide services by virtue of which he is eligible to participate in this Plan ceasing to be an Associated Company or a member of the Group; or
- 7.4.5 the fact that the office, employment or position by virtue of which he is eligible to participate in this Plan relates to a business or part of a business which is transferred to a company which is neither an Associated Company nor a member of the Group,

then, subject to Rule 7.3, an Option granted to him may only be exercised within the period of six months beginning with the date on which the Optionholder so ceases and if not then exercised in respect of any Shares shall, subject to Rule 7.3, lapse and cease to be exercisable at the end of that period of six months.

*Leaving for other reasons*

- 7.5 If an Optionholder ceases to hold office or employment within or provide services to the Group for any reason other than those set out in Rules 7.2 and 7.4 then, subject to Rule 7.3, an Option granted to him may only be exercised (if at all) in relation to such proportion of the Shares over which the Option subsists, and (subject to Rule 7.1) within such period, as the Directors shall determine and notify to the Optionholder and shall otherwise lapse and cease to be exercisable SAVE THAT if no such determinations are made by the Directors within the period of three months beginning with the date on which the Optionholder so ceases then such Option shall lapse and cease to be exercisable at the end of that period of three months.
- 7.6 For the purposes of this Rule 7 an Optionholder shall not be treated as having ceased to hold office or employment within or provide services to the Group unless and until he no longer holds any office, employment or position with any member of the Group or with any Associated Company.
- 7.7 For the purposes of this Rule 7, a female Optionholder whose employment has been terminated in circumstances such that, pursuant to Part VII of the Employment Rights Act 1996 or analogous legislation in any relevant jurisdiction, she has a right to return to work, shall not be treated as having ceased to hold office or employment within the Group by reason of such termination until such time as such right shall cease to subsist.
- 7.8 For the purposes of this Rule 7 where an Optionholder's employment or contract for services is terminated by notice given to or by that Optionholder, it shall be deemed to terminate immediately upon the giving of such notice.

**8 Manner of Exercise of Options**

- 8.1 An Option shall be exercised subject to any applicable laws, rules and regulations (including Rule 21 of the AIM Rules) and only by the Optionholder serving a written notice upon the Company which:
- 8.1.1 specifies the number of Shares in respect of which that Option is exercised which in any event shall not:
- (a) exceed the number of Shares in respect of which that Option subsists and which has not been specified for this purpose in a prior notice served by the Optionholder in accordance with this Rule 8; nor
  - (b) be less than 25 per cent. of the Shares over which the Option subsists or, if less, 100 Shares or, if the number of Shares in respect of which the Option subsists is smaller than 100 Shares, the whole of that number,
- 8.1.2 is accompanied by payment of an amount equal to the product of the number of Shares specified in the notice and the Exercise Price;
- 8.1.3 unless the Directors otherwise permit, is accompanied by the option certificate in respect of that Option;
- 8.1.4 is accompanied by evidence satisfactory to the Directors that such arrangements have been made as the Directors may from time to time in their absolute discretion require (and notify to Optionholders on request) to ensure that any Option Tax Liability will be reimbursed to the person which has accounted for such liability; and
- 8.1.5 is otherwise in such form as the Directors may from time to time determine.
- 8.2 Within the period of 30 days beginning with the date on which the requirements of Rule 8.1 are satisfied, the Company shall allot to the Optionholder (or such other person as the Optionholder may direct) such number of Shares as is specified in the notice.
- 8.3 As soon as reasonably practicable after the allotment of any Shares pursuant to Rule 8.2, the Company shall issue or procure the issue to the Optionholder (or other person as directed by the Optionholder) a definitive share certificate or such acknowledgement of shareholding as is prescribed from time to time in respect of the Shares so allotted.
- 8.4 The allotment of any Shares under this Plan shall be subject to the Articles of Association of the Company and to any necessary consents of any governmental or other authorities under any enactments or regulations from time to time in force and it shall be the responsibility of the Optionholder to comply with any requirements to be fulfilled in order to obtain or obviate the necessity of any such consent.

- 8.5 All Shares allotted under this Plan shall rank equally in all respects with the Shares for the time being in issue save as regards any rights attaching to such Shares by reference to a record date prior to the date of such allotment.
- 8.6 Where the Company's Shares are admitted to listing by the UK Listing Authority and/or traded on the Stock Exchange or any other recognised investment exchange (such as AIM or ISDX) then the Company will following the issue of Shares on the exercise of an Option apply to the relevant authority for the relevant shares to be admitted to such market.

## **9 Demerger, Reconstruction or Winding-Up**

- 9.1 In the event that notice is given to shareholders of the Company of a proposed demerger of the Company or of any Subsidiary, the Company may give notice to Optionholders that Options may then be exercised in respect of all the Shares over which they subsist (notwithstanding that any other objective criteria subject to which any Option is then exercisable is not then satisfied) within such period (not exceeding 30 days) as the Company may specify in such notice to Optionholders SAVE THAT:
- 9.1.1 no such notice to Optionholders shall be given unless the Directors are satisfied that the interests of Optionholders would or might be substantially prejudiced if before the proposed demerger has effect Optionholders could not exercise their Options and be registered as the holders of the Shares thereupon acquired; and
- 9.1.2 in the case of Optionholders who are directors of the Company, the Directors consent to such exercise being permitted.
- 9.2 If the court sanctions a compromise or arrangement proposed for the purposes of or in connection with a plan for the reconstruction of the Company or its amalgamation pursuant to Part 18A of the Jersey Companies Law or any analogous legislation in a relevant jurisdiction each Optionholder shall be entitled to exercise any subsisting Option during the period of six months commencing on the date on which the court sanctions the compromise or arrangement, notwithstanding that any other objective criterion subject to which such option is then exercisable is not then satisfied, and thereafter all Options shall lapse and cease to be exercisable.
- 9.3 In the event of notice being given to holders of Shares of a resolution for the summary winding-up of the Company, an Option may be exercised at any time before the commencement of the winding-up, notwithstanding that any other objective criterion subject to which such Option is then exercisable is not then satisfied, and thereafter all Options shall lapse and cease to be exercisable.
- 9.4 All Options shall immediately lapse and cease to be exercisable upon the commencement of a winding-up of the Company.

## **10 Take-Over**

- 10.1 If, as a result of either:

10.1.1 a general offer to acquire the whole of the Ordinary Share Capital which is made on a condition such that if it is satisfied the person making the offer will have control of the Company; or

10.1.2 a general offer to acquire all the shares in the Company of the same class as the Shares (other than shares held by the offeror and/or any person controlled by the offeror and/or any person acting in concert with the offeror);

the Company shall come under the control of another person or persons other than a Group Company, any Option may, notwithstanding that any other objective criterion subject to which such Option is then exercisable is not then satisfied, be exercised within the period of six months of the date 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 or waived and to the extent that the Option is not then exercised it shall upon the expiration of that period lapse and cease to be exercisable.

10.2 If at any time before an Option has lapsed any person becomes entitled or bound to acquire shares in the Company under Part 18 of the Jersey Companies Law or any analogous legislation in a relevant jurisdiction any Option may, notwithstanding that any other objective criteria subject to which such Option is then exercisable is not then satisfied, be exercised at any time when that person remains so entitled or bound and to the extent that any Option is not then exercised it shall upon the expiration of that period lapse and cease to be exercisable.

10.3 For the purposes of this Rule 10 a person shall be deemed to have control of a company if he and others acting in concert with him have together obtained control of it.

10.4 If a company has obtained control of the Company (as mentioned in paragraph 10.1 of this Rule) or has become bound or entitled to acquire shares in the Company (as mentioned in paragraph 10.2 of this Rule), an Optionholder may, at any time during the period of six months by agreement with the Acquiring Company, release to the Acquiring Company his Subsisting Options in consideration of the grant to him of New Options over New Shares provided that:-

10.4.1 any such New Option shall confer a right to acquire such number of New Shares as have a total Market Value immediately after the grant equal to the total Market Value of the Shares subject to the Subsisting Option immediately before the release;

10.4.2 the total amount payable by an Optionholder under any such New Option shall equal the total amount that would have been payable for the acquisition of all the Shares subject to the Subsisting Option immediately before the release;

10.4.3 any such New Option shall otherwise be exercisable in the same manner as the corresponding Subsisting Option released and subject to the Rules of the Scheme as they had effect immediately before the release except that, with effect from a release pursuant to this paragraph 10.4, references in these Rules

to “the Company” and to “Shares” shall in relation to a New Option be construed respectively as references to the Acquiring Company (or, as the case may be, any other company in respect of whose shares the New Option is granted) and to New Shares; and

10.4.4 a New Option shall, for all other purposes of the Plan, be treated as having been granted at the same time as the corresponding Subsisting Option; and, as soon as practicable after the grant of a New Option, the Acquiring Company shall issue to the Optionholder an Option Certificate in relation to such New Option referring to this Plan and setting out the name of the Eligible Person, the number and denomination of New Shares comprised in the New Option, the date on which the New Option shall be deemed to be granted, the price at which the New Shares may be acquired under the New Option and the period during which the New Option may be exercised and shall be otherwise in such form (not inconsistent with the provisions of the Plan) as the Directors may from time to time determine.

## **11 Variation of Share Capital**

11.1 In the event of any alteration of the Ordinary Share Capital by way of capitalisation or rights issue, or sub-division, consolidation or reduction or any other variation in the share capital of the Company, the Company may make such adjustment as it considers appropriate:

11.1.1 to the aggregate number or amount of Shares subject to any Option, and/or

11.1.2 to the Exercise Price payable for each Share under any such Option, and/or

11.1.3 where a Subscription Option has been exercised but no Shares have been allotted in accordance with Rule 8.2, to the number of Shares which may be so allotted and the Exercise Price payable for each such Share PROVIDED THAT:

(a) except insofar as the Directors (on behalf of the Company) agree to capitalise the Company’s reserves and apply the same at the time of exercise of the Option in paying up the difference between the Exercise Price and the nominal value of the Shares, the Exercise Price in relation to any Subscription Option is not reduced below the nominal value of a Share; and

(b) any such adjustment which is to be made to the terms of an Option granted by a person other than the Company shall not have effect unless it is approved by such person.

11.2 As soon as reasonably practicable after any such adjustment has effect in relation to any Option the relevant Company of the Option shall give notice in writing to the Optionholder.

## **12 Legal and Tax Obligations**

- 12.1 The exercise of Options (and/or the allotment or transfer of Shares) will be subject to such additional conditions and procedures as the Company may determine are necessary or desirable for the time being in order to comply with or take into account any legal or taxation obligations of, or implications for, a company of such exercise.
- 12.2 Where the Company's Shares are listed on the Stock Exchange or traded on the AIM Market of the Stock Exchange, then no Option may be exercised in contravention of any applicable laws, rules or regulations, including the terms of such securities transactions rules of the Stock Exchange and any share dealing code applicable to the directors and employees of the Group relating to securities transactions as may from time to time be in force.

## **13 Alteration of Plan**

- 13.1 The Directors may at any time alter or add to any of the provisions of this Plan in any respect save that:
- 13.1.1 other than with the prior written consent of the Optionholder, no amendments may detrimentally affect an Optionholder as regards an Option granted prior to the amendment being made;
- 13.1.2 no amendment may be made which would make the terms on which Options may be granted materially more generous or would increase the limits specified in Rule 3 without the prior approval by ordinary resolution of the Company in general meeting; and
- 13.1.3 no amendment may be made to the Plan to the advantage of participants (or potential participants) on the following matters without the prior approval by ordinary resolution of the Company in general meeting:
- (a) the persons to whom or for the benefit of whom the Options may be granted over Shares under the Plan;
  - (b) the total amount of the Shares over which Options subject to the Plan may be granted;
  - (c) the amount payable in consideration of the grant of Options (being the execution as a deed of the option certificates of the Company);
  - (d) the voting, dividend, transfer and other rights, including those arising on a liquidation of the Company, attaching to any Options; or
  - (e) the definitions in these Rules of the term "Eligible Person" and "Market Value".

- 13.2 As soon as reasonably practicable after making any alteration or addition under this Rule 14, the Directors shall give notice in writing thereof to any Optionholder affected.

#### **14 Service of Documents**

- 14.1 Except as otherwise provided in this Plan, any notice or document to be given by, or on behalf of, the Company to any person in accordance or in connection with this Plan shall be duly given:

14.1.1 if he is a director or employee of any member of the Group or any Associated Company by delivering it to him at his place of work; or

14.1.2 by sending it through the post in a pre-paid envelope to the address last known to the Company to be his address and, if so sent, it shall be deemed to have been duly given on the date of posting; or

14.1.3 if he holds office or employment with or provides services to any member of the Group or any Associated Company, by sending a facsimile transmission or any other electronic communication to a current facsimile or electronic communication number addressed to him at his place of work or his address last known to the Company and if so sent it shall be deemed to have been duly given at the time of transmission.

- 14.2 Any notice or document so sent to an Eligible Person and/or Optionholder shall be deemed to have been duly given notwithstanding that such Optionholder is then deceased (and whether or not the Company has notice of his death) except where his Personal Representatives have established their title to the satisfaction of the Company and supplied to the Company an address to which documents are to be sent.

- 14.3 Any notice in writing or document to be submitted or given to the Directors, the Company in accordance or in connection with this Plan may be delivered, sent by post, telex, or facsimile transmission but shall not in any event be duly given unless it is actually received by the secretary of the Company or such other individual as may from time to time be nominated by the Directors and whose name and address is notified to Optionholders.

#### **15 Miscellaneous**

- 15.1 No Option to purchase existing Shares shall be granted by any person unless that person beneficially owns such Shares at the Date of Grant or otherwise satisfies the Directors that sufficient Shares will be made available to satisfy the exercise in full of all Options granted or to be granted by that person.

- 15.2 The Directors may from time to time make and vary such rules and regulations not inconsistent herewith and establish such procedures for the administration and implementation of this Plan as they think fit and in the event of any dispute or disagreement as to the interpretation of this Plan or of any such rules, regulations or



procedures or as to any question or right arising from or related to this Plan, the decision of the Directors shall be final and binding upon all persons.

- 15.3 Optionholders shall be entitled (upon prior written request to the Company) to receive copies of all accounts circulars and notices (other than proxy or voting forms) sent to holders of Shares but shall have no right to attend general meetings of the Company.
- 15.4 The costs of the implementation and administration of this Plan shall be borne by the Company and any participating Subsidiary or Associated Company in such proportion as the Directors shall determine.
- 15.5 These Rules shall be governed by and construed in accordance with English law and the Company hereby submits to the exclusive jurisdiction of the English Courts.

**SCHEDULE 1**

**MOBILITYONE LIMITED  
SHARE OPTION PLAN  
NOTICE OF EXERCISE OF OPTION**

To: Company Secretary  
MOBILITYONE LIMITED

I, [name] of [address] hereby exercise the option accompanying this notice (the “**Option**”) in respect of all/..... of the shares over which the Option may be exercised, and request the allotment or transfer to me of those shares in accordance with the Rules of the MobilityOne Limited Share Option Plan and the Articles of Association of the Company.

I enclose a cheque made payable to MOBILITYONE LIMITED in the sum of £ being the aggregate exercise price of such shares.

Name (block letters): \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**NOTES**

1. This form must also be accompanied by payment of the exercise price for the shares in respect of which the Option is exercised.
2. The Option may not be exercised in respect of less than 25 per cent. of the shares or (if less) 100 shares or (if less) all of the shares over which the Option subsists.
3. This form must be accompanied by the relevant Option certificate relating to the Option.
4. Where the Option is exercised by personal representatives, an office copy of the Probate or Letters of Administration should accompany the form.
5. **IMPORTANT** The Company does not undertake to advise you on the tax consequences of exercising your Option. If you are unsure of the tax liabilities which may arise, you should take appropriate professional advice before exercising your Option.

**SCHEDULE 2**

**MOBILITYONE LIMITED**  
**(Registered Number: 96293)**

**SHARE OPTION PLAN**  
**OPTION CERTIFICATE**

Name of Optionholder: \_\_\_\_\_

Address of Optionholder: \_\_\_\_\_

Date of Grant: \_\_\_\_\_

Maximum number of Shares: \_\_\_\_\_

Exercise Price: \_\_\_\_\_

MOBILITYONE LIMITED HEREBY GRANTS to the Optionholder named above an Option to subscribe for the above number of ordinary shares in the Company at the above Exercise Price.

This Option is exercisable subject to and in accordance with the Rules of the MobilityOne Limited Share Option Plan (the “**Plan**”) as they are amended from time to time. The Option shall vest in full on the Date of Grant (as defined in the Plan) and, subject to the Rules, shall be capable of being exercised any time thereafter. In accordance with Rule 7.1, the Option may not in any event be exercised later than the tenth anniversary of the Date of Grant shown above.

The Option is not transferable but may in certain circumstances be exercised by your personal representatives in the event of your death in accordance with the Plan and any relevant taxing statutes.

An Optionholder, whether or not a director of the Company or any company within the Group (as defined in the Plan), shall not be entitled to exercise an Option at any time when to do so would contravene any applicable laws, rules or regulations (including Rule 21 of the AIM Rules) or the provisions of the Company’s code governing share dealings by directors and employees.

EXECUTED AND DELIVERED as a Deed by  
**MOBILITYONE LIMITED**  
acting by:

..... Director  
..... Full Name

in presence of:

..... Director/Witness  
..... Full Name

..... Witness Address

.....

.....

..... Witness Occupation

I HEREBY AGREE to accept the grant of this Option and agree and undertake:

1. to be bound by the terms and conditions set out in the Rules of the MobilityOne Limited Share Option Plan, as amended from time to time;
2. that to the extent any Option Tax Liability (as defined in the Plan) has not been deducted from my salary in the relevant month, my employing company is authorised either (i) subject to Rule 21 of the AIM Rules and any other applicable laws, rules and regulations to sell such number of option shares as is necessary to cover such liability and retain such proceeds of sale; or (ii) to make deductions from subsequent salary payments and to apply the amounts so deducted in reimbursing the person which has accounted for such liability;
3. to indemnify the Company (as defined in the Plan) and each company in the Group and each Associated Company (as defined in the Plan) in respect of any Option Tax Liability (as defined in the Plan) and to pay such Option Tax Liability within 7 days of receipt of notice from the Company of the amount of tax payable arising from the exercise of the Option.

EXECUTED AND DELIVERED )  
as a Deed by )  
in the presence of ) \_\_\_\_\_  
*(Optionholder signature)*

Witness signature: \_\_\_\_\_

Witness name (print): \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Occupation: \_\_\_\_\_