

TESCO PLC SAVINGS RELATED SHARE OPTION SCHEME (1981)

IMPORTANT DOCUMENT - PLEASE RETAIN THIS IN A SAFE PLACE

PROSPECTUS: 23 JULY 2013

BANK CERTIFIED SAYE SAVINGS ARRANGEMENT (23 JULY 2013)

PLEASE NOTE THE PRICE OF SHARES AND ANY INCOME FROM THEM MAY GO DOWN AS WELL AS UP.

SCHEME TERMS AND CONDITIONS

DEFINITIONS

'We', 'our' or 'us' refers to Equiniti Limited ('Equiniti') in relation to all administrative matters (including Electronic Applications) and to Lloyds TSB Bank plc ('the Bank') in relation to the Sharesave Account. In the sections about Data Protection and Conflicts of Interest 'we', 'our' or 'us' refers to both Equiniti and the Bank.

ABOUT LLOYDS TSB BANK PLC

The Bank is incorporated in England and Wales and is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority under reference 119278. The main business of the Bank is banking. Registered Office: 25 Gresham Street, London, EC2V 7HN, United Kingdom. Registered in England and Wales no. 2065.

ABOUT EQUINITY LIMITED

Equiniti is part of the Equiniti group of companies. Registered address: Aspect House, Spencer Road, Lancing, West Sussex, BN99 6DA, United Kingdom. Registered in England and Wales no. 6226088.

DATA PROTECTION

In accordance with the Data Protection Act 1998 you are entitled, on payment of a fee, to a copy of the information we hold about you. You should let Equiniti know if you think any information we hold about you is inaccurate, so that we may correct it.

The information we hold about you is confidential and will only be disclosed outside of Equiniti or the Bank in the following circumstances:

- where the law permits or it is in the public interest
- to investigate or prevent fraud
- to our agents in connection with running accounts and services for you
- at your request or with your consent
- to any party to this agreement or their delegates so that they may update their own records about you, and
- to our successors or assignees and their agents in connection with the ongoing running of accounts and services for you.

You specifically consent to the sending of data outside the European Economic Area (EEA) in connection with the running of your account. These countries may not have the same laws to protect your information but Equiniti will ensure that the same level of protection is provided as required by UK law.

Equiniti may store, use and process your personal information in order to:

- assess your application to participate in this service
- provide you with services
- keep our records about you up to date
- check your identity
- prevent and detect fraud and/or money laundering
- recover debts, and
- carry out research and statistical analysis about our services and how we might improve them. Sometimes Equiniti may use an outside market research agency to do this, in which case Equiniti undertakes to ensure that they appropriately protect any personal customer data Equiniti shares with them.

To ensure security for customers and staff and to help maintain service quality, some telephone calls may be recorded or monitored. In accordance with the Money Laundering Regulations we may require verification of your identity, or that of the third party provider. We may conduct searches of databases and other credit data in order to do this or we may need to ask you to provide proof of your identity, or that of the third party provider. This may lead to a delay in carrying out your instruction, a delay in payment of your sale proceeds to you, or in your instruction being rejected. We will not be liable for any loss which may result from this.

EUROPEAN UNION (EU) SAVINGS TAXATION DIRECTIVE

You understand that under the EU Savings Taxation Directive (EUSD) if you are or become resident in an EU member state (other than the United Kingdom) or another territory that is subject to the EUSD, the Bank will be obliged to pass certain information about any payment of savings income made to you, to HM Revenue and Customs ('HMRC'). HMRC may pass this information on to the relevant tax authority in your country of residence. This information may include (but may change from time to time as prescribed by the legislation) the amount of any applicable interest/bonus paid to you, your name, address and country of residence.

You understand that the Bank may need to contact you if further information is required which may include (but may change from time to time as prescribed by the legislation) your Tax Identification Number or date and place of birth including town and country. The Bank may also require evidence of such information but will notify you in writing of any specific requirements.

You understand that the Bank may only be liable for any loss incurred as a result of incorrect determination of residency which results in the Bank making an incorrect EUSD disclosure to HMRC.

YOUR CANCELLATION RIGHTS

Your right to cancel exceeds your cancellation rights under the law. You are able to cancel your participation in the Scheme at any time by giving any instructions to Equiniti.

CONFLICTS OF INTEREST

We may possibly carry out transactions with you or for you upon the exercise of your option in which we or an associate deal as principal or agent or otherwise have a material interest or a relationship with another party which might involve a conflict with our duty to you or result in a payment being received by us or an associate. We will not be able to consult you about this but will try to ensure that the terms of any transaction are as favourable to you as those carried out with a third party at arm's length.

HOW TO COMPLAIN

If you have any complaints about the service we provide under this agreement you may complain to us or, if related to a regulated service, to the Financial Ombudsman Service. Your first point of contact should be the following address: Lloyds TSB Bank plc, c/o Equiniti, Service Quality Team, Tesco PLC, Aspect House, Spencer Road, Lancing, West Sussex, BN99 6DA United Kingdom.

The options element of the Scheme is not regulated by the Financial Conduct Authority so we believe is outside the scope of the Financial Ombudsman Service. Therefore details of the Service will not be sent to you.

Complaints relating to the savings element of the Scheme which we cannot settle may be referred to the Financial Ombudsman Service where you are eligible. Full details of how you may complain are available in our brochure which will be forwarded to you with our acknowledgement of your complaint.

The Bank is a member of the Financial Services Compensation Scheme established under the Financial Services and Markets Act 2000. You may be entitled to compensation from the scheme if we cannot meet our obligations. This depends on the type of business and the circumstances of the claim. The scheme covers, for example, Deposit Taking and Sharedealing.

Deposit taking limits may vary, current amounts and a leaflet with further details is available on request from the scheme. Call their Helpline on 0207 741 4100 or 0800 678 1100, log onto their website at www.fscs.org.uk or write to the Financial Services Compensation Scheme, 10th Floor, Beaufort House, 15 St Botolph Street, London, EC3A 7QU United Kingdom. Please note *only* compensation related queries should be directed to the FSCS. Alternatively, log onto www.lloydstsb.com for further information about the compensation scheme.

ABOUT THESE TERMS AND CONDITIONS

These terms and conditions are governed by English Law. You agree that legal action relating to this agreement may only be dealt with by the courts of England and Wales. Any contact made by us and you in relation to these terms and conditions will be in the English language. All instructions and notices to us under the terms and conditions must be given to us in accordance with the Rules of the Scheme. The above conditions do not affect your statutory rights. For further information about your statutory rights contact your local authority Trading Standards Department or Citizens Advice Bureau.

Minor amendments to these terms and conditions may be made (e.g. in case of errors or omissions) and will be advised via the annual statement. We will give you not less than 30 days notice of any material change, unless it is impractical to do so.

TEXTTEL/MINICOM SERVICE NUMBER 0871 384 2255

(or +44 121 415 7028 if calling from outside the United Kingdom)

If you would like these Terms and Conditions in an alternative format, for example Braille or audio tape, please contact our helpline on 0871 384 2976 (or +44 121 415 7119 if calling from outside the United Kingdom).

ABOUT 0871 TELEPHONE NUMBERS

Calls to 0871 telephone numbers quoted in this document are charged at 8p per minute plus network extras. Lines are open 8.30am to 5.30pm Monday to Friday, excluding UK bank holidays.

TO TESCO PLC

1. In accordance with the Rules of the Tesco PLC Savings Related Share Option Scheme (1981) ('the Scheme') I hereby apply to Tesco PLC ('the Company') for an Option to subscribe for shares ('the Shares') in the Company with the proceeds of my Sharesave contract with the Bank including any applicable bonus payable. I declare that I agree to be bound by the Rules of the Scheme.
2. I authorise my employing company or successor companies to deduct from my pay the amount of savings that I have indicated.
3. I authorise the Company to reduce the amount of contributions (and amend my instruction accordingly) under the Rules of the Scheme if there are insufficient shares available to satisfy all applications in full.
4. I agree that the administration of the scheme will be carried out by Equiniti in conjunction with the savings carrier the Bank and that Equiniti, the Bank and the Company can share information collected in connection with the administration of the scheme.

TO LLOYDS TSB BANK PLC

5. I apply to open a Sharesave account with the Bank and to save the amount indicated. I authorise the Bank to provide Tesco PLC ('the Company') with information relevant to the Tesco PLC Savings Related Share Option Scheme (1981) ('the Scheme'). These instructions remain in force until cancelled by me by giving notice in writing or otherwise as detailed under the Rules of the Scheme and I agree to be bound by the Terms and Conditions provided. The deductions under this contract shall not start earlier than January 2014 with a contract start date of 1 February 2014. A total of 36 monthly payments must be made under a 3 year contract or 60 monthly payments under a 5 year contract to complete the relevant savings contract. I acknowledge that when my application to open a Sharesave account has been accepted, the Terms and Conditions provided will apply. I acknowledge that the Sharesave account may be administered by Equiniti on behalf of the Bank.

A copy of the prospectus (as indicated above) has been issued to me / made available on <https://www.shareview.co.uk/tesco> or as detailed in the accompanying literature, and I accept the terms thereof.

I declare:

- a. that I am 16 years of age or over;
- b. that I am eligible to participate in the Scheme relevant to this application which has been arranged by my employer;
- c. that this application will not breach the monthly savings limit of £250.

I understand that, if this declaration is untrue in any respect, any applicable interest or bonus payable under the Scheme will be forfeited.

ELECTRONIC APPLICATIONS (Internet or Intranet)

If I apply to participate in the Scheme using the electronic facility provided, the following provisions will apply to the application:

- a. The Company and/or Equiniti have the right to withdraw the electronic application facility at any time.
- b. The Company and/or the Bank may insist on a written application instead of an electronic application.
- c. If I submit multiple applications, either through the same channel or by multiple channels, the most recently dated application (that is received prior to any published closing date) will be given precedence. I acknowledge that if I apply in writing, I should allow 5 days from receipt of the application before the information in it is processed and displayed. I acknowledge that if I apply by telephone or text, the application will be processed and displayed by the end of the following working day. I understand that if I apply by multiple channels then any instruction displayed in ESP Portal may not be the most recent transaction.
- d. The information that I provide to gain access to the service together with my acceptance of the terms and conditions will, when I confirm my application, constitute my electronic signature.
- e. The Company and/or Equiniti may allow me to modify my application using the electronic application facility. If so, they may implement a cut-off date, after which I will no longer be able to modify my application.
- f. Excess demand on the service and circumstances beyond the Company's and/or Equiniti's reasonable control may mean it is not always possible to use the electronic application facility.
- g. The Company and/or Equiniti will take reasonable steps to ensure that the electronic application facility is available but they are not responsible for systems beyond their reasonable control or any incompatibility between my systems and the electronic application facility.
- h. I acknowledge that the electronic application facility enables me to give instructions to Equiniti on behalf of the Bank.
- i. If I subscribe for Equiniti Shareview, portfolio creation service or ESP Portal, or any other service in connection with the Scheme, Equiniti will be entitled to use and process the information which I enter to gain access to that other service.