

# Tesco PLC ('the Company') January 2022 Tesco Ireland Save As You Earn Invitation

## IMPORTANT DOCUMENT - PLEASE RETAIN THIS IN A SAFE PLACE

When selling these shares in the future you may need to make your own arrangements with a stockbroker or share dealing service. You should consider the following:

- You may be charged a fee for this service
- The shares are traded on the London Stock Exchange in pounds sterling
- The amount of money you receive will be affected by Market and Currency fluctuations

### SCHEME TERMS AND CONDITIONS

Your Privacy Notices clearly explain how your data is protected and how your enhanced rights apply from 25th May 2018. To read the latest versions, please visit <https://privacy.equiniti.com> and [www.ourtesco.ie/working-at-tesco/people-policies/staying-legal/colleague-records/](http://www.ourtesco.ie/working-at-tesco/people-policies/staying-legal/colleague-records/).

#### DEFINITIONS

'We', 'our' or 'us' refers to Equiniti Limited ('Equiniti') in relation to all administrative matters and to Equiniti Share Plan Trustees Limited ('ESPTL') in relation to the Sharesave account. In the sections about Conflict of Interest 'we', 'our' or 'us' refers to both Equiniti and ESPTL.

#### ABOUT EQUINITI SHARE PLAN TRUSTEES LIMITED

Equiniti Share Plan Trustees Limited ('ESPTL') is part of the Equiniti group of companies whose registered offices are Aspect House, Spencer Road, Lancing, West Sussex BN99 6DA, United Kingdom registered in England and Wales number 3925002. The main business of the Trustee is to act as Trustee for UK approved share incentive plans and International Sharesave Schemes.

#### The Trustee:

- will not be responsible for advising me on the suitability of any transaction in relation to the Scheme
- may, whether itself or through another member of the Equiniti group of companies, provide other services in relation to the administration of the Scheme and may be compensated for these services.

#### ABOUT EQUINITI LIMITED

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

#### BANK CHARGES

Neither ESPTL nor Equiniti will be liable for any third party charges resulting from the transmission or receipt of funds from the savings account.

If you choose to Exercise your Option then a Foreign Exchange ('FX') commission at the rate of 1.5% will be applied to the value of any transaction where savings are held in a currency other than pounds sterling. Equiniti will settle its banking agent's commission from these sums.

#### DISBURSEMENTS VIA A PAYROLL OR THIRD PARTY

We may repay funds directly to you or via a third party (which may include your payroll).

#### 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. Please see your local coordinator if you wish to cancel your participation in the Scheme.

#### CONFLICT 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.

#### ELECTRONIC APPLICATIONS

Internet or Intranet.

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

- The Company and/or Equiniti and/or ESPTL have the right to withdraw the electronic application channels at any time.
- The Company and/or ESPTL may insist on a written application instead of electronic application.
- If you 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. You acknowledge that if you apply in writing, you should allow 5 days from receipt of the application before the information in it is processed and displayed.
- The information that you provide to gain access to the service together with your acceptance of the terms and conditions will, when you confirm your application, constitute your electronic signature.

#### TO Tesco PLC

- In accordance with the Rules of the Company Sharesave Scheme ('the Scheme') I hereby apply to the Company for an Option to subscribe for shares in the Company with the proceeds of my Sharesave contract with ESPTL including any applicable bonus payable. I declare that I agree to be bound by the Trust Deed and Rules of the Scheme.
- I authorise my employing company to deduct from my pay the amount of savings that I have indicated.
- 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.
- I agree that the administration of the scheme will be carried out by Equiniti in conjunction with ESPTL and that Equiniti, the ESPTL and the Company can share information collected in connection with the administration of the scheme.

#### TO ESPTL

- I apply to open a Sharesave account with ESPTL and to save the amount indicated. I authorise ESPTL to provide the Company with information relevant to the Company Sharesave 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 Scheme Terms and Conditions provided. The deductions under this contract shall not start earlier than March 2022 with a contract start date of 1 April 2022. 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 ESPTL. A copy of the Scheme terms and conditions have been issued to me, and I accept the terms thereof.

#### HOW TO COMPLAIN

If I wish to complain about the service provided to me under this agreement my first point of contact should be the following address: Equiniti Share Plan Trustees Limited Highdown House, Yeoman Way, Worthing, West Sussex BN13 3RA, United Kingdom.

ESPTL will hold funds in a bank account to ensure Financial Services Compensation scheme (FSCS) limits apply should the bank cease. The relationship with ESPTL is not subject to the Financial Services Compensation Scheme so this does not apply if ESPTL holds the funds and ceases. The Financial Services Compensation Scheme is established under the Financial Services and Markets Act 2000. You may be entitled to compensation from the scheme if the bank can't meet its 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 +44 (0)20 7741 4100 or 0800 678 1100, log onto their website at [www.fscs.org.uk](http://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.

#### 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 Trust Deed and the Rules of the Scheme. If you would like these Terms and Conditions in an alternative format, for example Braille or audio tape, please contact your local co-ordinator.

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.

- The Company and/or we may allow you to modify your application using the electronic application channels available. If so, they may implement a cut-off date, after which you will no longer be able to modify your application.
- Excess demand on the service and circumstances beyond the Company's and/or our reasonable control may mean it is not always possible to use the electronic application channel.
- The Company and/or we will take reasonable steps to ensure that the electronic application channel is available but neither we nor they are responsible for systems beyond their reasonable control or any incompatibility between your systems and the electronic application channel.
- You acknowledge that the electronic application channel enables you to give instructions to Equiniti on behalf of ESPTL and the Company.
- If you subscribe for Equiniti ESP Portal, Shareview portfolio creation service or any other service in connection with the Plan, Equiniti will be entitled to use and process the information which you provide in order to grant access to other websites managed by Equiniti.

#### I declare:

- that I am 16 years of age or over;
- that I am eligible to participate in the Scheme relevant to this application which has been arranged by my employer;
- that this application will not breach the monthly savings limit of €500.
- I understand that if this declaration is untrue in any respect, any applicable interest payable under this Scheme may be forfeited;
- that my savings will be held in my local currency, where appropriate, by ESPTL;
- that if repayment is made:
  - before 12 monthly contributions have been paid, no interest shall be payable;
  - on or after the first anniversary of the starting date and at least 12 monthly contributions have been paid, simple interest shall be payable at 0.0% per annum
- that it is my responsibility to comply with all applicable local regulations including those relating to the acquisition of Options, exchange control restrictions and laws restricting the purchase or sale of shares in the Company
- that participation in the Scheme may have local tax implications and that I understand it is my responsibility to pay any local taxes due.
- that by signing and returning this application, I am consenting to the collection and processing by the Company and other members of its group, of personal data relating to me and the transfer of such data by the Company and other members of its group to its employees and officers and to third parties in connection with the administration of the International Sharesave Scheme.
- that I agree that ESPTL may communicate with the Company without my prior consent to discuss my savings under the International Sharesave Scheme.