

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

FORM 8-K12B

CURRENT REPORT

PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934

Date of report (Date of earliest event reported): June 28, 2024 (June 27, 2024)

Kiniksa Pharmaceuticals International, plc

(Exact Name of Registrant as Specified in Charter)

England and Wales
(State or other jurisdiction
of incorporation)

001-38492
(Commission File Number)

Applied For
(IRS Employer
Identification #)

c/o Kiniksa Pharmaceuticals (UK), Ltd.
Third Floor, 23 Old Bond Street
London, United Kingdom
W1S 4PZ
(808) 451-3453

(Address, zip code and telephone number, including area code of principal executive offices)

Kiniksa Pharmaceuticals Corp.
100 Hayden Avenue
Lexington, MA, 02421
(781) 431-9100

(Address, zip code and telephone number, including area code of agent for service)

Kiniksa Pharmaceuticals, Ltd.
(Former Name or Former Address, if Changed Since Last Report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Securities registered pursuant to Section 12(b) of the Act:

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Class A Ordinary Shares \$0.000273235 nominal value	KNSA	The Nasdaq Stock Market LLC (Nasdaq Global Select Market)

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§240.12b-2 of this chapter).

Emerging growth company

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act.

Background Information

On June 27, 2024 (the "Effective Date"), Kiniksa Pharmaceuticals, Ltd., a Bermuda exempted company limited by shares ("Kiniksa Bermuda") and Kiniksa Pharmaceuticals International, plc, a public limited company incorporated under the laws of England and Wales (the "Company") completed the previously announced transaction pursuant to which the Company became the successor issuer to Kiniksa Bermuda following the effectiveness of the Bermuda court-approved scheme of arrangement (the "Scheme") on June 14, 2024. The Scheme was previously approved by Kiniksa Bermuda's shareholders. Pursuant to the Scheme, the shareholders of Kiniksa Bermuda became shareholders of the Company and the Company became the ultimate parent and holding company of Kiniksa Bermuda, thereby effecting a change in the place of incorporation of Kiniksa Bermuda from Bermuda to the United Kingdom (the "Redomiciliation").

In connection with the Redomiciliation, (i) each holder of Kiniksa Bermuda Class A common shares, par value of \$0.000273235 per share (the "Class A Shares") issued and outstanding immediately before the Redomiciliation was effected received class A ordinary shares, nominal value of \$0.000273235 in the capital of the Company ("Class A Ordinary Shares"), on a one-for-one basis in respect of such issued and outstanding Class A Shares; (ii) each holder of Kiniksa Bermuda Class A1 shares, par value \$0.000273235 per share (the "Class A1 Shares") issued and outstanding immediately before the Redomiciliation was effected received class A1 ordinary shares, nominal value of \$0.000273235 in the capital of the Company ("Class A1 Ordinary Shares"), on a one-for-one basis in respect of such outstanding Class A1 Shares; (iii) each holder of Kiniksa Bermuda Class B shares, par value \$0.000273235 per share (the "Class B Shares") issued and outstanding immediately before the Redomiciliation was effected received class B ordinary shares, nominal value of \$0.000273235 in the capital of the Company ("Class B Ordinary Shares"), on a one-for-one basis in respect of such issued and outstanding Class B Shares; and (iv) each holder of Kiniksa Bermuda Class B1 shares, par value \$0.000273235 per share (the "Class B1 Shares," together with the Class A Shares, the Class A1 Shares and the Class B Shares, the "Common Shares") issued and outstanding immediately before the Redomiciliation was effected received class B1 ordinary shares, nominal value of \$0.000273235 in the capital of the Company ("Class B1 Ordinary Shares," together with the Class A Ordinary Shares, Class A1 Ordinary Shares and Class B Ordinary Shares, the "Company Shares") and, on a one-for-one basis in respect of such issued and outstanding Class B1 Shares; (v) Kiniksa Bermuda issued one Class A Share to the Company (the "Company Common Share"); (vi) all of the Common Shares in Kiniksa Bermuda save for the Company Common Share were cancelled; and (vii) Kiniksa Bermuda transferred all of its right, title and interest in its assets and assigned or novated (as the case may have been) all of its liabilities (if any) to the Company.

On the Effective Date, Kiniksa Bermuda delivered a copy of the order of the Supreme Court of Bermuda (the "Court") sanctioning the Scheme to the Bermuda Registrar of Companies and the Scheme became effective and binding on all Kiniksa Bermuda shareholders as of the effective time of the Scheme (10:35 p.m. Eastern Time on June 27, 2024 (the "Redomiciliation Time")), and Kiniksa Bermuda became a subsidiary of the Company, thereby consummating the Redomiciliation. In connection with the Redomiciliation, the Company has adopted the Articles of Association (the "Articles of Association") in the form attached hereto as Exhibit 3.1.

The Class A Shares were previously listed on the Nasdaq Global Select Market ("Nasdaq") under the symbol "KNSA". The Class A Ordinary Shares began trading on Nasdaq as of market open on June 28, 2024 under the symbol "KNSA", the same symbol under which the Class A Shares traded prior to the Effective Date.

Item 1.01 Entry Into a Material Definitive Agreement

In connection with the Redomiciliation, certain shareholders received A Depositary Receipts, A1 Depositary Receipts, B Depositary Receipts and/or B1 Depositary Receipts (collectively, the "Depositary Receipts"), each representing one Class A Ordinary Share, Class A1 Ordinary Share, Class B Ordinary Share or Class B1 Ordinary Share, as applicable. The Depositary Receipts were issued by Computershare Trust Company, N.A., as depositary (the "Depositary"), and a nominee for the Depositary (the "Depositary Nominee") is the registered holder of the Company Shares issued in exchange for the Depositary Receipts.

The Depositary Receipts arrangement was established because, as a result of restrictions on transfer on certain of the Company Shares concerned, such Company Shares could not be issued directly into The Depositary Trust Company ("DTC") at the time of the Redomiciliation. The use of the Depositary allows for the Company Shares underlying the Depositary Receipts to be held in the Depositary initially and subsequently transferred into DTC without the application of U.K. stamp duty or SDRT, provided certain conditions are met. The Depositary Receipts are not registered or listed on any stock exchange, are not currently eligible for deposit and clearing in DTC, and no trading market for them is expected to develop. Instead, subject to compliance with applicable securities laws and contractual restrictions on transfer, the holders of the Depositary Receipts may request of the Depositary that all or a portion of their Depositary Receipts be cancelled in order to effectuate a transfer of the ordinary shares underlying such Depositary Receipts to Cede & Co., as nominee/custodian for DTC, which will hold the transferred ordinary shares on its customary terms, in order to settle trades of such ordinary shares (in the public market or otherwise), or to otherwise hold or transfer such shares through and within the DTC clearance system.

Subject to compliance with applicable securities laws and contractual restrictions on transfer, the holders of the Depositary Receipts are generally entitled to the same rights as a direct holder of Company Shares or an investor holding book-entry interests in Company Shares through the DTC clearance system.

The foregoing summary of the Depositary Receipts arrangements does not purport to be complete and is qualified in its entirety by reference to the Agreement for the Provision of Depositary Services and Custody Services, dated as of June 28, 2024, in respect of Company A Depositary Receipts and A1 Depositary Receipts among Computershare Trust Company, N.A., the Company and Holders of A Depositary Receipts and A1 Depositary Receipts and the Agreement for the Provision of Depositary Services and Custody Services, dated as of June 28, 2024, in respect of Company B Depositary Receipts and B1 Depositary Receipts among Computershare Trust Company, N.A., the Company and Holders of B Depositary Receipts and B1 Depositary Receipts, copies of which are attached thereto as Exhibits 10.10 and 10.11, respectively, and the terms of which are incorporated herein by reference.

Item 3.01 Notice of Delisting; Transfer of Listing.

The information set forth in the "Background Information-Consummation of the Redomiciliation" section of this Current Report on Form 8-K is incorporated by reference into this Item 3.01.

Item 3.02 Unregistered Sales of Equity Securities

The information set forth in the "Background Information-Consummation of the Redomiciliation" section of this Current Report on Form 8-K is incorporated by reference herein.

In connection with the Redomiciliation, the Company issued approximately 40,447,538 Class A Ordinary Shares, 1,795,158 Class B Ordinary Shares, 12,781,964 Class A1 Ordinary Shares and 16,057,618 Class B1 Ordinary Shares to holders of Company Shares immediately prior to the Redomiciliation Time. The terms and conditions of the issuance were sanctioned by the Court after a hearing upon the fairness thereof at which all shareholders of Kiniksa Bermuda had a right to appear and of which adequate notice had been given. The issuance was exempt from the registration requirements of the Securities Act of 1933, as amended, pursuant to Section 3(a)(10) thereof.

Item 3.03 Material Modification to Rights of Security Holders.

The information set forth in Item 5.03 is incorporated by reference herein.

Item 5.02 Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.

Directors and Officers of the Company

In connection with the Redomiciliation, the executive officers of Kiniksa Bermuda immediately prior to the Effective Date became the executive officers of the Company with the same title as such executive officers held with Kiniksa Bermuda. Specifically, Sanj K. Patel will serve as Chief Executive Officer and Chairman of the Board of Directors of the Company (the "Board") and will accordingly serve as the Company's principal executive officer. Mark Ragosa will serve as Chief Financial Officer and will accordingly serve as the Company's principal financial officer. Michael Megna will serve as Group Vice President of Finance and Chief Accounting Officer and will accordingly serve as principal accounting officer. Eben Tessari will serve as Senior Vice President, Chief Operating Officer and will accordingly serve as principal operating officer. John F. Paolini, M.D. will serve as Senior Vice President and Chief Medical Officer. Biographical and other information (including compensation arrangements) concerning the named executive officers of the Company is included in that certain definitive proxy statement of Kiniksa Bermuda, filed with the Securities and Exchange Commission (the "SEC") on April 23, 2024 (the "Proxy Statement") and is incorporated herein by reference.

In addition, the directors of Kiniksa Bermuda immediately prior to the Effective Date became the directors of the Company following consummation of the Redomiciliation, and the Company replicated the committees of the board of directors, and the membership thereof, that previously were in place for Kiniksa Bermuda. The Board is divided among three classes: Sanj K. Patel, Thomas R. Malley, and Richard S. Levy were each designated to be a Class I director of the Company, whose terms will expire at the annual meeting of the Company's shareholders in the year 2025 (the "2025 Annual Meeting"). Stephen R. Biggar, G. Bradley Cole, and Barry D. Quart were each designated to be a Class II director of the Company, whose terms will also expire at the 2025 Annual Meeting. Felix J. Baker, Tracey L. McCain, and Kimberly J. Popovits were each designated to be a Class III director of the Company, whose terms will also expire at the 2025 Annual Meeting. At the 2025 Annual Meeting, the Class I Directors shall be elected for a three-year term of office, the Class II Directors shall be elected for a one-year term of office and the Class III Directors shall be elected for a two-year term of office. The directors of each class will hold office until their respective death, resignation or removal and until their respective successors are elected and qualified. Biographical and other information concerning each of these individuals is included in the Proxy Statement and is incorporated herein by reference.

In connection with the Redomiciliation, the Company has entered into indemnification agreements with its directors and executive officers, under which the Company has indemnified them, to the fullest extent permitted by applicable law, against all losses suffered or incurred by them in the event that they are a party to or involved in any claim arising in connection with their appointment as director, officer, employee, agent or fiduciary of the Company or its affiliate undertakings or another corporation at the request of the Company. A copy of the forms of director and officer indemnification agreements are attached hereto as Exhibits 10.1 and 10.2, respectively and are incorporated herein by reference. The foregoing summary of such indemnification agreements is qualified in its entirety by reference to the full text thereof set forth in Exhibits 10.1 and 10.2.

Incentive Plans

In connection with the Redomiciliation, the Company has assumed the rights and obligations of Kiniksa Bermuda in each of the Kiniksa Bermuda 2015 Equity Incentive Plan (the "2015 Plan"), the Kiniksa Bermuda 2018 Equity Incentive Award Plan (the "2018 Plan") and the Kiniksa Bermuda 2018 Employee Share Purchase Plan (the "2018 ESPP" and together with the 2015 Plan and the 2018 Plan, the "KNSA Equity Incentive Plans") and all outstanding equity awards issued under the KNSA Equity Incentive Plans. All outstanding equity awards granted under the KNSA Equity Incentive Plans have been converted on a one-for-one basis to become equity awards with respect to ordinary shares of the Company of the same class, and all award agreements were deemed amended to reflect this conversion (including that all references to Kiniksa Bermuda in the award agreements will now refer to the Company). All other material terms and conditions of the outstanding awards remain the same. Copies of the amended 2015 Plan, 2018 Plan and 2018 ESPP are attached hereto as Exhibits 10.3, 10.4 and 10.8, respectively, and are incorporated herein by reference.

Item 5.03 Amendments to Articles of Incorporation or Bylaws; Change in Fiscal Year.

In connection with the Redomiciliation, the Company adopted the Articles of Association in the form attached hereto as Exhibit 3.1 hereto and incorporated herein by reference. The material differences between the terms of the restated certificate of incorporation and the amended and restated bye-laws of Kiniksa Bermuda and the Articles of Association were previously disclosed in the Proxy Statement, for which Notice of Internet Availability was first mailed to shareholders of Kiniksa Bermuda on or about April 23, 2024. In addition, the description of the Company Shares set forth in Exhibit 4.2 hereto is incorporated herein by reference.

Item 8.01 Other Events.

Successor Issuer

Pursuant to Rule 12g-3(a) promulgated under the Exchange Act, the Company is the successor issuer to Kiniksa Bermuda and the Class A Ordinary Shares are deemed to be registered under Section 12(b) of the Exchange Act. The Class A Ordinary Shares were approved for listing on Nasdaq and will begin trading on June 28, 2024 under the symbols "KNSA", the same symbol under which the Class A Shares previously traded. The Company hereby reports this succession in accordance with Rule 12g-3(f) promulgated under the Exchange Act.

Description of Share Capital of the Company

A description of the share capital of the Company is attached hereto as Exhibit 4.2 and is incorporated by reference herein. Such description does not purport to be complete and is qualified in its entirety by reference to the full text of the Articles of Association, a copy of which is attached hereto as Exhibit 3.1 and incorporated herein by reference.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits.

<u>Exhibit No.</u>	<u>Exhibit Name</u>
3.1	Articles of Association of Kiniksa Pharmaceuticals International, plc
4.1	Specimen Share Certificate evidencing Class A Ordinary Shares
4.2	Description of Kiniksa Pharmaceuticals International, plc Securities
10.1	Form of Indemnification Agreement for Directors
10.2	Form of Indemnification Agreement for Officers
10.3	2015 Equity Incentive Plan
10.4	2018 Incentive Award Plan and forms of award agreement thereunder
10.5	2018 Incentive Award Plan: Subplan for UK Employees and forms of award agreement thereunder
10.6	2018 Incentive Award Plan forms of option grant notice and option agreement for German participants, restricted share grant notice and restricted share agreement for German participants, and restricted share unit grant notice and restricted share unit agreement for German participants
10.7	2018 Incentive Award Plan forms of option grant notice and option agreement for Swiss participants, restricted share grant notice and restricted share agreement for Swiss participants, and restricted share unit grant notice and restricted share unit agreement for Swiss participants
10.8	2018 Employee Share Purchase Plan
10.9	Offering document under the 2018 Employee Share Purchase Plan
10.10	Agreement for the Provision of Depositary Services and Custody Services, dated as of June 28, 2024, in respect of Kiniksa Pharmaceuticals International, plc A Depositary Receipts and A1 Depositary Receipts among Computershare Trust Company, N.A., Kiniksa Pharmaceuticals International, plc and Holders of A Depositary Receipts and A1 Depositary Receipts
10.11	Agreement for the Provision of Depositary Services and Custody Services, dated as of June 28, 2024, in respect of Kiniksa Pharmaceuticals International, plc B Depositary Receipts and B1 Depositary Receipts among Computershare Trust Company, N.A., Kiniksa Pharmaceuticals International, plc and Holders of B Depositary Receipts and B1 Depositary Receipts
104	Cover Page Interactive Data File (formatted as Inline XBRL and contained in Exhibit 101)

SIGNATURE

Pursuant to the requirements of the Securities Exchange Act of 1934, as amended, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

KINIKSA PHARMACEUTICALS INTERNATIONAL, PLC

By: /s/ Madelyn Zeylikman
Madelyn Zeylikman
Senior Vice President, General Counsel and Secretary

Date: June 28, 2024

The Companies Acts
Public Company Limited by Shares
ARTICLES OF ASSOCIATION
Of
KINKSA PHARMACEUTICALS INTERNATIONAL, PLC

(Adopted by special resolution passed on 27 June 2024)

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The Companies Acts
Public Company Limited by Shares
ARTICLES OF ASSOCIATION

of

KINIKSA PHARMACEUTICALS INTERNATIONAL, PLC

(Adopted on incorporation on 9 April 2024)

DEFINITIONS AND INTERPRETATION

1. DEFINITIONS AND INTERPRETATION

1.1 In these Articles, the following words and expressions have the meanings indicated below:

“**A Ordinary Shares**” means the A ordinary shares of USD\$0.000273235 each in the share capital of the Company;

“**A1 Ordinary Shares**” means the A1 ordinary shares of USD\$0.000273235 each in the share capital of the Company;

“**Acting in Concert**” has the meaning given to it in the City Code on Takeovers and Mergers for the time being;

“**Articles**” means these articles of association as originally adopted or as altered from time to time (including provisions treated as provisions of the Company’s articles by virtue of section 28 of the Companies Act 2006) and the term “**Article**” shall be construed accordingly;

“**Auditors**” means the auditors of the Company for the time being or, in the case of joint auditors, any one of them;

“**B Ordinary Shares**” means the B ordinary shares of USD\$0.000273235 each in the share capital of the Company;

“**B1 Ordinary Shares**” means the B1 ordinary shares of USD\$0.000273235 each in the share capital of the Company;

“**Board**” means the board of Directors from time to time of the Company or those Directors present at a duly convened meeting of the Directors at which a quorum is present;

“**Certificated Shares**” means a Share which is not an Uncertificated Share and references in these Articles to a Share being held in certificated form shall be construed accordingly;

“**clear days**” means in relation to the period of a notice, that period excluding the day when the notice is given or deemed to be given and the day for which it is given or on which it is to take effect;

“**Company**” means Kiniksa Pharmaceuticals International, plc;

“**Constitution**” means the Company’s constitution within the meaning of section 17 of the Companies Act 2006;

“**Depository**” means any depository, clearing agency, custodian, nominee or similar entity authorised under arrangements entered into by the Company, or otherwise approved by the Board that holds legal title to Shares for the purposes of facilitating beneficial ownership of such Shares (or the transfer thereof) by other persons, and may include a person that holds, or is interested directly or indirectly, including through a nominee in shares or rights or interests in respect thereof, and that issues certificates, instruments, securities or other documents of title, or maintains accounts evidencing or recording the entitlement of the holders thereof, or account holders to or to receive such shares, rights or interests and shall include, where so approved by the Board the trustees (acting in their capacity as such) of any employees’ share scheme established by the Company, including for the avoidance of doubt DTC;

“**DTC**” means The Depository Trust Company and any affiliate or nominee thereof, including Cede & Co. and any successors thereto;

“**Director**” means a director for the time being of the Company;

“**Equity Shares**” means the A Ordinary Shares, the A1 Ordinary Shares, the B Ordinary Shares, the B1 Ordinary Shares, and any other class of equity securities in issue at the relevant time (but, for the avoidance of doubt, excluding the Preference Shares);

“**Exchange Act**” means the United States Securities Exchange Act of 1934, as amended, and the rules thereunder;

“**Family Member**” means in respect of any natural person, the spouse, parents, grandparents, lineal descendants, siblings and lineal descendants of siblings of the relevant person;

“**Group**” means the Company and its subsidiary undertakings for the time being and references to a “**Group Member**” shall be construed accordingly;

“**holder**” in relation to Shares, means the member whose name is entered in the Register as the holder of the Shares (but, to the extent that these Articles would otherwise conflict with the Statutes, not including the Company itself in relation to Shares held as treasury shares);

“**member**” means a member of the Company (but, to the extent that these Articles would otherwise conflict with the Statutes, not including the Company itself in relation to Shares held as treasury shares);

“**Member of the Same Group**” in relation to an undertaking (“**Undertaking**”), means any parent undertaking of that Undertaking for the time being and any undertaking which, in relation to the Undertaking and/or any such parent undertaking, is a subsidiary undertaking for the time being;

“**Model Articles**” means the Companies (Model Articles) Regulations 2008 (SI 2008/3229);

“**Nasdaq**” means the Nasdaq Stock Market LLC (Global Select Market);

“**Office**” means the registered office of the Company;

“**Operator**” means the Depository Trust Company (“DTC”) and/or Computershare Trust Company N.A. and/or Computershare Investor Services plc (as applicable) or such other person as may for the time being approved by HM Treasury as Operator under Uncertificated Securities Rules;

“**Ordinary Shares**” means the ordinary shares of £0.01 each in the share capital of the Company;

“**paid up**” means paid up or credited as paid up;

“**Participating Class**” means a class of Shares title to which is permitted by the Operator to be transferred by means of a Relevant System;

“**person entitled by transmission**” means a person entitled to a Share in consequence of the death or bankruptcy of a member or of any other event giving rise to its transmission by operation of law and whose name is entered in the Register in respect of the Share;

“**Permitted Entity**” means with respect to a member: (a) Permitted Trust solely for the benefit of (i) such member, (ii) one or more Family Members of such member and/or (iii) any other Permitted Entity of such member; or (b) any general partnership, limited partnership, limited liability company, corporation or other entity exclusively owned by (i) such member, (ii) one or more Family Members of such member and/or (iii) any other Permitted Entity of such member;

“**Permitted Transfer**” means any transfer of a B Ordinary Share and/or B1 Ordinary Share by:

- (a) a Qualified Shareholder to: (i) a Family Member of that Qualified Shareholder; (ii) the shareholders, members, partners or other equity holders of such Qualified Shareholder; or (iii) any other Permitted Entity of such Qualified Shareholder;
- (b) a Permitted Entity of a Qualified Shareholder to: (i) such Qualified Shareholder or one or more Family Members of such Qualified Shareholder; or (ii) any other Permitted Entity of such Qualified Shareholder;

and any person to whom B Ordinary Shares or B1 Ordinary Shares are transferred pursuant to these Articles shall be referred to as “**Permitted Transferees**”;

“**Permitted Trust**” means a bona fide trust where each trustee is (a) a holder of B Ordinary Shares or B1 Ordinary Shares, (b) a Family Member or (c) a professional in the business of providing trustee services, including private professional fiduciaries, trust companies and bank trust departments;

“**Preference Shares**” means the redeemable preference shares of £1.00 each in the share capital of the Company;

“**Principal Place**” has the meaning given to it in Article 59.1;

“**Qualified Shareholder**” means (a) the registered holder of a B Ordinary Share; (b) the initial registered holder of any B Ordinary Shares that are originally issued by the Company pursuant to the exercise or conversion of options, warrants or other equity awards for B Ordinary Shares; (c) any natural person who transfers B Ordinary Shares or equity award therefor (including any option or warrant exercisable or convertible into B Ordinary Shares) to a Permitted Entity that is or becomes a Qualified Shareholder; and (d) a Permitted Transferee;

“**Recognised Investment Exchange**” has the meaning given to it in section 285(1) of the Financial Services and Markets Act 2000;

“**Register**” means the register of members of the Company;

“**Relevant System**” means a computer-based system which allows units of securities without written instruments to be transferred and endorsed pursuant to the Uncertificated Securities Rules;

“**Seal**” means the common seal of the Company or any official seal kept by the Company pursuant to the Statutes;

“**Secretary**” means the secretary of the Company or any other person appointed to perform the duties of the secretary of the Company, including a joint, assistant or deputy secretary and any person appointed to perform the duties of secretary temporarily or in any particular case;

“**Shares**” means any share of any class in the capital of the Company;

“**Statutes**” means every statute (including any statutory instrument, order, regulation or subordinate legislation made under it) concerning companies that are incorporated in England and Wales to the extent that it is for the time being in force or (where the context requires) was in force at a particular time, including the Companies Act 2006;

“**Uncertificated Securities Rules**” means any provision of the Statutes relating to the holding, evidencing of title to, or transfer of Uncertificated Shares and any legislation, rules or other arrangements made under or by virtue of such provision;

“**Uncertificated Share**” means a Share of a class which is at the relevant time a Participating Class, title to which is recorded on the Register as being held in uncertificated form and references in these Articles to a Share being held in uncertificated form shall be construed accordingly; and

“**United Kingdom**” means Great Britain and Northern Ireland.

1.2 The expression “debenture” includes “debenture stock”.

- 1.3 References to writing include any method of reproducing or representing words, symbols or other information in such form (including in electronic form or by making it available on a website) that it can be read or seen with the naked eye and a copy of it can be retained.
- 1.4 References to the execution of a document (including where execution is implied, such as in the giving of a written consent) include references to its being executed under hand or under seal or by any other method, and, in relation to anything sent or supplied in electronic form, include references to its being executed by such means and incorporating such information as the Board may from time to time stipulate for the purpose of establishing its authenticity and integrity.
- 1.5 Unless the context otherwise requires, any words or expressions defined in the provisions of the Companies Act 2006 that are in force at the relevant time, bear those meanings in these Articles (but as if the definitions contemplated their use in these Articles as well as in the relevant legislation), except that the word “company” shall include any body corporate.
- 1.6 Except where the contrary is stated or the context otherwise requires, any reference to a statute or statutory provision includes any order, regulation, instrument or other subordinate legislation made under it for the time being in force, and any reference to a statute, statutory provision, order, regulation, instrument or other subordinate legislation includes any amendment, extension, consolidation, re-enactment or replacement of it for the time being in force.
- 1.7 Words importing the singular number only include the plural and vice versa. Words importing the masculine gender include the feminine and neuter gender. Words importing persons include corporations.
- 1.8 References to a meeting shall not be taken as requiring more than one person to be present if any quorum requirement can be satisfied by one person.
- 1.9 Headings are inserted for convenience only and shall not affect the constitution of these Articles.

2. LIMITED LIABILITY

The liability of the members is limited to the amount, if any, unpaid on the Shares held by them.

3. EXCLUSION OF THE MODEL ARTICLES AND STATUTES

Neither the Model Articles or any other of the Statutes shall apply as regulations or articles of the Company.

4. FORM OF RESOLUTIONS

A special resolution shall be effective for any purpose for which an ordinary resolution is expressed to be required under the Statutes or these Articles.

SHARE CAPITAL

5. RIGHTS ATTACHED TO SHARES

- 5.1 Subject to the Statutes and without prejudice to any rights attached to any existing Shares, any Share may be allotted or issued with nominal value in any currency and with such rights or restrictions as the Board may determine.
- 5.2 The Equity Shares shall rank pari passu in all respects including in terms of income, dividends and return on capital (including a winding up) unless specified to the contrary in these Articles.
- 5.3 The Equity Shares shall carry the following voting rights:
- 5.3.1 the holders of the A Ordinary Shares are entitled to notice of and to attend all general meetings of the Company and to one (1) vote for each A Ordinary Share held at all general meetings of the Company subject to Article 5.3.3;
- 5.3.2 the holders of the B Ordinary Shares are entitled to notice of and to attend all general meetings of the Company and to ten (10) votes for each B Ordinary Share held at all general meetings of the Company subject to Article 5.3.3; and
- 5.3.3 the holders of the A1 Ordinary Shares, B1 Ordinary Shares and Preference Shares are entitled to receive notice of all general meetings and attend and speak at any general meeting, but will not be entitled to vote at any general meeting in their capacity as holder of such Shares.
- 5.4 The Equity Shares will carry the following conversion rights (in such manner as is permitted by the Statutes):
- 5.4.1 The Ordinary Shares, A Ordinary Shares and Preference Shares are non-convertible.
- 5.4.2 Subject to Articles 5.4.3 and 5.4.7, each A1 Ordinary Share shall, at the option of the holder, be converted into and shall become (in such manner as is permitted by the Statutes) one fully paid A Ordinary Share by serving written notice on the Company of such holder's election to convert such Shares.
- 5.4.3 No holder of such A1 Ordinary Share(s) shall be entitled to convert any A1 Ordinary Shares pursuant to Article 5.4.2 if, immediately prior to or following conversion (or portion of such conversion thereof) the holder, together with its affiliates and any member of a Section 13(d) of the Exchange Act group, beneficially owns or would beneficially own, as determined in accordance with Section 13(d) of the Exchange Act, more than 4.99% (the "**Beneficial Ownership Limitation**") of the issued and outstanding A Ordinary Shares or any other class of equity security (other than an exempted security) that is registered pursuant to Section 12 of the Exchange Act, which Beneficial Ownership Limitation may be increased, decreased or such limitation waived at such holder's election upon sixty-one (61) days' written notice to the Company.

5.4.4 Each B Ordinary Share shall:

- (a) automatically, without further action by the holder thereof, be converted into and shall become (in such manner as is permitted by the Statutes) one fully paid A Ordinary Share upon the occurrence of a transfer, other than a Permitted Transfer, of such B Ordinary Share; or
- (b) subject to Article 5.4.7, at the option of the holder by serving written notice on the Company (a “**B Conversion Notice**”), be converted into and shall become (in such manner as is permitted by the Statutes) either (at the election of the holder):
 - (i) one fully paid B1 Ordinary Share; or
 - (ii) one fully paid A Ordinary Share,

at the election of such shareholder and as stated in the B Conversion Notice.

5.4.5 Each B1 Ordinary Share shall:

- (a) automatically, without further action by the holder thereof, be converted into and shall become (in such manner as is permitted by the Statutes) one fully paid A Ordinary Share upon the occurrence of a transfer, other than a Permitted Transfer, of such B1 Ordinary Share; or
- (b) subject to Articles 5.4.6 and 5.4.7, at the option of the holder by serving written notice on the Company (a “**B1 Conversion Notice**”), be converted into and shall become (in such manner as is permitted by the Statutes) either (at the election of the holder):
 - (i) one fully paid B Ordinary Share; or
 - (ii) one fully paid A Ordinary Share,

at the election of such shareholder and as stated in the B1 Conversion Notice.

5.4.6 No holder of B1 Ordinary Shares shall be entitled to convert any B1 Ordinary Shares pursuant to Article 5.4.5 if, immediately prior to or following such conversion (or portion of such conversion thereof) the Beneficial Ownership Limitation would apply, provided that such Beneficial Ownership Limitation may be increased, decreased or waived at such holder’s election upon sixty-one (61) days’ written notice to the Company.

5.4.7 The right of a shareholder to convert any Equity Shares pursuant to Articles 5.4.2, 5.4.4 or 5.4.5 shall be conditional on the delivery to the Company of such holder’s outstanding share certificate(s) relating to the Equity Shares to be converted (as stated in the relevant conversion notice).

5.4.8 The Company shall, as soon as practicable after a conversion event set out in this Article 5.4 (and in any event, within three trading days), update the Register and issue a certificate for the relevant Shares in accordance with Article 13. Any conversion pursuant to Articles 5.4.2, 5.4.4 or 5.4.5 shall be deemed to have been made immediately prior to the close of business on the date of the written notice electing to convert such Shares and the surrender of the relevant share certificate.

6. ISSUE OF SHARES

- 6.1 Subject to the Statutes and without prejudice to any rights attached to any existing Shares, any Share may be issued with such rights or restrictions as the Company may by ordinary resolution determine (or, in the absence of any such determination or in so far as such ordinary resolution does not make specific provision, as the Board may determine).
- 6.2 The Directors are generally and unconditionally authorised, under section 551 of the Companies Act 2006, to exercise for each prescribed period all the powers of the Company to allot equity securities to such persons, at such times and upon such terms as the Board may decide, up to an aggregate nominal amount equal to the Section 551 Amount.
- 6.3 In accordance with and within the terms of the above authority or otherwise in accordance with section 570 of the Companies Act 2006, the Directors may allot equity securities during a prescribed period wholly for cash:
- 6.3.1 in connection with a rights issue, subject to section 561 of the Companies Act 2006; and
- 6.3.2 up to an aggregate nominal amount equal to the Section 561 Amount, otherwise than in connection with a rights issue, as if section 561 of the Companies Act 2006 did not apply.
- 6.4 The Directors may during the prescribed period make offers or agreements which require equity securities to be allotted after the period expires and they may allot the securities in accordance with the offers or agreements as if the prescribed period had not expired.
- 6.5 For a period of 15 months from the date of adoption of these Articles, and subject to the provisions of the Companies Act 2006, the Board may offer, allot, issue, grant options or rights over Shares up to an aggregate nominal amount of 10% of the issued share capital of the Company and as if section 561 of the Companies Act 2006 did not apply or otherwise dispose of them to such persons at such times and for such consideration and upon such terms as the Board may determine.
- 6.6 For the purposes of this Article 6:
- 6.6.1 "**rights issue**" means an offer of equity securities in favour of holders of Shares where the equity securities respectively attributable to the interests of all holders of Shares are proportionate (as nearly as may be) to the number of Shares held by them, but subject to such exclusions or other arrangements as the Directors consider to be necessary or expedient with fractional entitlements (subject to Article 48 of these Articles), legal, regulatory or practical problems in, or under the laws of any territory or the requirements of a regulatory body or stock exchange or any other matter;

6.6.2 “prescribed” means:

- (a) for the purposes of the authority conferred by Article 6.2, the period (not being more than 5 years on any occasion) for which the authority is given by a resolution stating the Section 551 Amount for that period; or
- (b) for the purposes of the power conferred by Article 6.3, the period (not being more than 5 years on any occasion) for which the power is given by a resolution stating the Section 561 Amount for that period;

6.6.3 “Section 551 Amount” and “Section 561 Amount” for any prescribed period are respectively the amounts stated in the appropriate resolution for that prescribed period; and

6.6.4 “equity securities” has the meaning stated in section 560 of the Companies Act 2006.

7. REDEEMABLE SHARES

7.1 Subject to the Statutes and without prejudice to any rights attached to any existing Shares, Shares may be issued which are to be redeemed or which are liable to be redeemed at the option of the Company or of the holder.

7.2 Any such redemption may be on such terms and in such manner as may be provided for by these Articles.

7.3 Any such redemption may be on such terms and in such manner as the Company may by ordinary resolution determine or, in the absence of any such determination or in so far as such ordinary resolution does not make specific provision, as the Board may determine.

8. REDEEMABLE PREFERENCE SHARES

8.1 The rights and restrictions attaching to the Preference Shares are as set out in this Article 8. For the purposes of this Article 8 and the rights and restrictions attaching to the Preference Shares:

8.1.1 “Other Shares” means any Share that is not a Preference Share, and “Other Shares” shall be construed accordingly; and

8.1.2 “Share Capital Requirement” means the minimum nominal value of such share capital that a public company is required to maintain from time to time pursuant to the Statutes.

8.2 Subject to Article 8.4 the Preference Shares shall have no right to receive any dividend or other distribution whether or capital or income.

- 8.3 The Preference Shares shall confer no right on the holders of Preference Shares to receive notice of, or to attend or vote at, any general meeting of the Company but shall confer on each holder thereof a right to receive notice of an to attend and to vote at any separate class meeting of the holders of Preference Shares.
- 8.4 Other than a return of capital in connection with the cancellation of the entire nominal value of each Preference Share, on a return of capital in a liquidation, but not otherwise, the Preference Shares shall have the right to receive the nominal amount of each such Preference Share held, but only after the holder of each Other Share in the capital of the Company shall have received the amount paid up or credited as paid up on each such Other Share and the holders of Preference Shares shall not be entitled to any further participation in the assets or profits of the Company.
- 8.5 A reduction by the Company of the capital paid up or credited as paid up on the Preference Shares and the cancellation of such Preference Shares will be treated as being in accordance with the rights attaching to the Preference Shares and will not involve a variation of such rights for any purpose, and the Company will be authorised at any time, without obtaining the consent of the holders of Preference Shares, to reduce its capital (in accordance with the Statutes).
- 8.6 A reduction by the Company of the capital paid up on the Preference Shares and the cancellation of such Preference Shares will be treated as being in accordance with the rights attaching to the Preference Shares and will not involve a variation of such rights for any purpose, and the Company will be authorised at any time, without obtaining the consent of the holders of Preference Shares, to reduce its capital (in accordance with the Statutes).
- 8.7 The rights, limitations and restrictions attaching to the Preference Shares shall not be, and shall not be deemed to be, varied or abrogated in any way by:
- 8.7.1 a reduction or cancellation of all or part of the share capital of the Company;
 - 8.7.2 any repurchase by the Company of any of the Other Shares;
 - 8.7.3 the allotment or issue of further Shares ranking subsequent to, *pari passu* with, or in priority to them, or any Preference Shares;
 - 8.7.4 the subdivision, consolidation, conversion or redesignation of any of the Other Shares; or
 - 8.7.5 any alteration or amendment to these Articles or the adoption of new articles of association in substitution for, and to the exclusion of, these Articles.
- 8.8 Notwithstanding any other provision in these Articles (subject to the Statutes) any Preference Shares shall be redeemable on the next working day following written notice requesting such redemption being given by either the Company or the holder for the time being of the Preference Shares concerned to the other at any time after the earlier of:

8.8.1 the Company satisfying the Share Capital Requirement by virtue only of the Other Shares that are at that time in issue (i.e. independent) of, and without regard to, any Preference Shares; or

8.8.2 the Share Capital Requirement ceasing to apply to the Company.

8.9 On redemption of any Preference Shares, the Company shall pay to the holder of such Share in full the amount paid up or credited as paid up on such Share, and the holder of such Share shall be bound to deliver to the Company at its registered office the certificate in respect of such Share.

9. PAYMENT OF COMMISSIONS

The Company may exercise the powers of paying commissions and brokerage conferred or permitted by the Statutes. Subject to the Statutes, any such commission may be satisfied by the payment of cash or by the allotment (or an option to call for the allotment) of fully or partly paid Shares or partly in one way and partly the other.

10. TRUSTS NOT RECOGNISED

Except as required by law, no person shall be recognised by the Company as holding any Share upon any trust and the Company shall not be bound by or recognise (except as otherwise provided by these Articles or by law or under an order of a court of competent jurisdiction) any interest in any Share except an absolute right to the whole of the Share in the holder.

11. VARIATION OF RIGHTS

11.1 Subject to the Statutes, all or any of the rights attached to any class may (unless otherwise provided by the terms of issue of the Shares of that class) be varied or abrogated with the written consent, comprising one or more documents (including in electronic form), of the holders of three-fourths in nominal value of the issued Shares of that class (excluding any Shares of that class held as treasury shares), or with the sanction of a special resolution passed at a separate meeting of the holders of the Shares of that class. The provisions of the Statutes and of these Articles relating to general meetings shall mutatis mutandis apply to any such separate meeting and to any meeting of the holders of Shares of a class held otherwise than in connection with the variation or abrogation of the rights attached to Shares of that class, except that:

11.1.1 the necessary quorum shall be two persons (or where there is only a single holder of such Shares, one person) between them holding or representing by proxy not less than one-third in voting rights of the issued Shares of that class (excluding any Shares of that class held as treasury shares) or, at any adjourned meeting of holder of Shares of that class at which such a quorum is not present, shall be any holder of Shares of that class who is present in person or by proxy whatever the number of Shares held by him;

11.1.2 any holder of Shares of that class present in person or by proxy may demand a poll; and

11.1.3 every holder of Shares of that class shall on a poll have one vote in respect of every Share of that class held by him.

For the avoidance of doubt, the Company shall not for these purposes be counted as holding any Shares of that class to the extent that it holds the Shares as treasury shares.

11.2 The provisions of this Article shall apply to the variation or abrogation of the special rights attached to some only of the Shares of any class (and to any meeting of the holders of such Shares held otherwise than in connection with the variation or abrogation of those rights) as if each group of Shares of the class differently treated formed a separate class.

12. MATTERS NOT CONSTITUTING A VARIATION OF RIGHTS

The rights attached to any Share or class of Shares shall not, unless otherwise expressly provided by its terms of issue, be deemed to be varied, abrogated or breached by:

12.1.1 the creation or issue of further Shares ranking pari passu with it; or

12.1.2 the purchase or redemption by the Company of any Shares (whether of that or any other class) or the sale of any Shares (of that class or any other class) held as treasury shares.

CERTIFICATES

13. CERTIFICATES

13.1 Except as otherwise provided in these Articles, every person whose name is entered in the Register as a holder of Shares shall be entitled, within the time specified by the Statutes and without payment, to one certificate for all the Shares of each class registered in his name. Unless otherwise requested, Certificated Shares may be issued in electronic rather than hard copy form at the discretion of the Directors. Upon a transfer (being a transfer permitted by these Articles) of part of the Shares of any class registered in his name, every holder shall be entitled without payment to one certificate for the balance in certificated form of his holding. Upon request and upon payment, for every certificate after the first, of such reasonable sum (if any) as the Board may determine, every holder shall be entitled to receive several certificates for Certificated Shares of one class registered in his name (subject to surrender for cancellation of any existing certificate representing such Shares). Every holder shall be entitled to receive one certificate in substitution for several certificates for Certificated Shares of one class registered in his name upon surrender to the Company of all the share certificates representing such Shares.

13.2 Subject as provided in the preceding part of this Article, the Company shall not be bound to issue more than one certificate in respect of Certificated Shares registered in the names of two persons and delivery of a certificate to one joint holder shall be a sufficient delivery to both of them.

14. EXECUTION OF CERTIFICATES

Every certificate for Share or loan capital or other securities of the Company (other than letters of allotment, scrip certificates or similar documents) shall be issued under the Seal (or in such other manner as the Board, having regard to the terms of issue and the Statutes, may authorise) and each share certificate shall specify the Shares to which it relates, the distinguishing number (if any) of the Shares and the amount paid up on the Shares. The Board may determine, either generally or in relation to any particular case, that any signature on any certificate need not be autographic but may be applied by some mechanical or other means, or printed on the certificate, or that certificates need not be signed.

15. REPLACEMENT CERTIFICATES

If a share certificate for Certificated Shares is worn out, defaced or damaged then, upon its surrender to the Company, it shall be replaced free of charge. If a share certificate for Certificated Shares is or is alleged to have been lost or destroyed it may be replaced without fee but on such terms (if any) as to evidence and indemnity and to payment of any exceptional out-of-pocket expenses of the Company in investigating such evidence and preparing such indemnity as the Board thinks fit. The Company shall be entitled to treat an application for a replacement certificate made by one of joint holders as being made on behalf of both the holders concerned.

16. UNCERTIFICATED SHARES

16.1 Notwithstanding Articles 13, 14 and 15 of these Articles, under and subject to the Uncertificated Securities Rules, the Board may permit title to Shares of any class to be evidenced otherwise than by certificate and title to Shares of such a class to be transferred by means of a Relevant System and may make arrangements for a class of Shares (if all Shares of that class are in all respects identical) to become a Participating Class. Title to Shares of a particular class may only be evidenced otherwise than by a certificate where that class of Shares is at the relevant time a Participating Class. The Board may also, subject to compliance with the Uncertificated Securities Rules, determine at any time that title to any class of Shares may from a date specified by the Board no longer be evidenced otherwise than by a certificate or that title to such a class shall cease to be transferred by means of any particular Relevant System.

16.2 In relation to a class of Shares which is a Participating Class and for so long as it remains a Participating Class, no provision of these Articles shall apply or have effect to the extent that it is inconsistent in any respect with:

- 16.2.1 the holding of Shares of that class in uncertificated form;
- 16.2.2 the transfer of title to Shares of that class by means of a Relevant System; or
- 16.2.3 any provision of the Uncertificated Securities Rules;

and, without prejudice to the generality of this Article, no provision of these Articles shall apply or have effect to the extent that it is in any respect inconsistent with the maintenance, keeping or entering up by the Operator, so long as that is permitted or required by the Uncertificated Securities Rules, of an Operator register of securities in respect of that class of Shares in uncertificated form.

- 16.3 Shares of a class which is at the relevant time a Participating Class may be changed from uncertificated to certificated form, and from certificated to uncertificated form, in accordance with and subject as provided in the Uncertificated Securities Rules.
- 16.4 Subject to such restrictions of these Articles as may be applicable, on and from such date as the Board may determine, B1 Ordinary Shares and B Ordinary Shares may become a Participating Class and shall be held as Uncertificated Shares in accordance with the Uncertificated Securities Rules and these Articles.
- 16.5 If under these Articles or the Statutes, the Company is entitled to sell, transfer or otherwise dispose of, forfeit, re-allot, accept the surrender of or otherwise enforce a lien over an Uncertificated Share, then, subject to these Articles and the Statutes, such entitlement shall include the right of the Board to:
- 16.5.1 require the holder of the Uncertificated Share by notice in writing to change that Share from uncertificated to certificated form within such period as may be specified in the notice and keep it as a Certificated Share for as long as the Board requires;
- 16.5.2 appoint any person to take such other steps, by instruction given by means of a Relevant System or otherwise, in the name of the holder of such Share as may be required to effect the transfer of such Share and such steps shall be as effective as if they had been taken by the registered holder of that Share; and
- 16.5.3 take such other action that the Board considers appropriate to achieve the sale, transfer, disposal, forfeiture, re-allotment or surrender of that Share or otherwise to enforce a lien in respect of that Share.
- 16.6 Unless the Board determines otherwise, Shares which a member holds in uncertificated form shall be treated as separate holdings from any Shares which that member holds in certificated form but a class of Shares shall not be treated as two classes simply because some Shares of that class are held in certificated form and others in uncertificated form.
- 16.7 Unless the Board determines otherwise or the Uncertificated Securities Rules require otherwise, any Shares issued or created out of or in respect of any Uncertificated Shares shall be Uncertificated Shares and any Shares issued or created out of or in respect of any Certificated Shares shall be Certificated Shares.
- 16.8 The Company shall be entitled to assume that the entries on any record of securities maintained by it in accordance with the Uncertificated Securities Rules and regularly reconciled with the relevant Operator register of securities is a complete and accurate reproduction of the particulars entered in the Operator register of securities and shall accordingly not be liable in respect of any act or thing done or omitted to be done by or on behalf of the Company in reliance on such assumption. Any provision of these Articles which requires or envisages that action will be taken in reliance on information contained in the Register shall be construed to permit that action to be taken in reliance on information contained in any relevant record of securities (as so maintained and reconciled).

LIEN

17. COMPANY'S LIEN

17.1 The Company shall have a first and paramount lien on every Share (not being a fully paid Share) for all monies (whether presently payable or not) called or payable at a fixed time in respect of that Share. The Company's lien on a Share shall extend to any amount payable in respect of it.

17.2 The Board may at any time resolve that any Share shall be wholly or in part exempt from this Article.

18. ENFORCING LIEN BY SALE AFTER NOTICE

The Company may sell, in such manner as the Board determines, any Shares on which the Company has a lien if a sum in respect of which the lien exists is presently payable and is not paid within 14 clear days after a notice has been given to the holder of the Share or the person entitled by transmission to his Share, demanding payment and indicating that if the notice is not complied with the Shares will be sold.

19. MANNER OF SALE

To give effect to a sale, the Board may authorise and instruct some person (which may include the holder of Shares concerned) to execute an instrument of transfer of the Shares sold to, or in accordance with the directions of, the purchaser and a transfer of Shares in this way will be valid even if in respect of any of the Shares no certificate accompanies the instrument of transfer. The transferee shall not be bound to see to the application of the purchase money and his title to the Shares shall not be affected by any irregularity or invalidity of the proceedings in reference to the sale.

20. APPLICATION OF SALE PROCEEDS

The net proceeds of the sale, after payment of the costs, shall be applied in or towards payment of so much of the sum for which the lien exists as is presently payable, and any residue shall upon surrender to the Company for cancellation of the certificate for the Shares sold be paid to the person entitled to the Shares immediately before the sale.

CALLS ON SHARES

21. CALLS

21.1 Subject to the terms of issue, the Board may from time to time make calls upon the members in respect of any money unpaid on their Shares (whether in respect of the nominal amount or by way of premium). Each member shall (subject to receiving at least 14 clear days' notice specifying when and where payment is to be made) pay to the Company as required by the notice the amount called on his Shares. A call may be made payable by instalments. A call may, at any time before receipt by the Company of any sum due under the call, be revoked in whole or in part and payment of a call may be postponed in whole or in part, as the Board may determine.

21.2 A person upon whom a call is made shall remain liable for all calls made upon him notwithstanding the subsequent transfer of the Shares in respect of which the call was made.

22. TIME OF CALL

A call shall be deemed to have been made at the time when the resolution of the Board authorising the call was passed.

23. JOINT HOLDERS AND THEIR LIABILITY

The joint holders of any Share shall be jointly and severally liable to pay all calls in respect of the Share.

24. INTEREST

If a call remains unpaid after it has become due and payable, the person from whom it is due and payable shall pay all costs, charges and expenses that the Company may have incurred by reason of such non-payment, together with interest on the amount unpaid from the day it became due and payable until the day it is paid at the rate fixed by the terms of issue of the Share or in the notice of the call or, if no rate is fixed, at the appropriate rate (as defined by section 609 of the Companies Act 2006) but the Board may waive payment of the interest wholly or in part.

25. SUMS DUE ON ALLOTMENT OR BY WAY OF INSTRUMENT TREATED AS CALLS

An amount payable in respect of a Share on allotment or at any fixed date, whether in respect of the nominal amount of the Share or by way of premium or as an instalment of a call, shall be deemed to be a call and, if it is not paid these Articles shall apply as if that amount had become due and payable by virtue of a call.

26. POWER TO DIFFERENTIATE

Subject to the terms of issue, the Board may, on the issue of Shares, differentiate between the allottees or holders in the amount of calls to be paid and the times of payment.

27. ADVANCE PAYMENT OF CALLS

27.1 The Board may, if it thinks fit, receive from any member willing to advance them all or any part of the monies unpaid and uncalled upon the Shares held by him and may pay interest upon the monies so advanced (to the extent such monies exceed the amount of the calls due and payable upon the Shares in respect of which they have been advanced) at such rate (not exceeding 15 per cent per annum unless the Company by ordinary resolution otherwise directs) as the Board may determine.

27.2 A payment in advance of calls shall extinguish, to the extent of it, the liability upon the Shares in respect of which it is advanced.

FORFEITURE OF SHARES

28. NOTICE IF CALL NOT PAID

28.1 If a call or instalment of a call remains unpaid after it has become due and payable, the Board may at any time serve a notice on the holder requiring payment of so much of the call or instalment as remains unpaid together with any interest which may have accrued thereon and any costs, charges and expenses incurred by the Company by reason of such non-payment. The notice shall specify a further day (not being less than 14 clear days from the date of the notice) on or before which, and the place where the payment required by the notice is to be made and shall indicate that if the notice is not complied with the Shares in respect of which the call was made or instalment is payable will be liable to be forfeited.

28.2 The Board may accept the surrender of any Share liable to be forfeited and, in such case, references in these Articles to forfeiture shall include surrender.

29. FORFEITURE IF NOTICE NOT COMPLIED WITH

If any notice served under the immediately preceding Article (Notice if call not paid) is not complied with, any Share in respect of which the notice was given may, before payment of all calls or instalments and interest due in respect of it is made, be forfeited by (and with effect from the time of the passing of) a resolution of the Board that such Share be forfeited. The forfeiture shall include all dividends declared and other monies payable in respect of the forfeited Shares and not paid before the forfeiture.

30. NOTICE OF FORFEITURE

When any Share has been forfeited, notice of the forfeiture shall be served upon the person who was, before the forfeiture, the holder of the Share, but a forfeiture shall not be invalidated by any failure to give such notice. An entry of such notice and an entry of the forfeiture with the date thereof shall forthwith be made in the Register in respect of such Share. However, no forfeiture shall be invalidated by any omission to make such entries as aforesaid.

31. SALE OF FORFEITED SHARE

Until cancelled in accordance with the Statutes, a forfeited Share shall be deemed to be the property of the Company and may be sold, re-allotted or otherwise disposed of either to the person who was the holder before the forfeiture or to any other person upon such terms and in such manner as the Board thinks fit. To give effect to a sale or other disposal, the Board may authorise a person to execute an instrument of transfer to the designated transferee (and the transfer will be valid even if in respect of any of the Shares no certificate accompanies the instrument of transfer). The Company may receive any consideration given for the Share on its disposal and may register the transferee as holder of the Share. At any time before a sale, re-allotment or other disposition, the forfeiture may be cancelled on such terms as the Board thinks fit. If the Shares are in uncertificated form, the Board may instruct the Operator to transfer the Shares in accordance with the Uncertificated Securities Rules.

32. ARREARS TO BE PAID NOTWITHSTANDING FORFEITURE

- 32.1 A person whose Shares have been forfeited shall cease to be a member in respect of the forfeited Shares and shall surrender to the Company for cancellation the certificate for the forfeited Shares but in all cases shall remain liable to the Company for all monies which at the date of forfeiture were presently payable by him to the Company in respect of those Shares with interest thereon from the date of forfeiture until payment at such rate (not exceeding 15 per cent per annum) as the Board may determine.
- 32.2 The Board may waive payment wholly or in part and the Board may enforce payment without any allowance for the value of the Shares at the time of forfeiture or for any consideration received on their disposal.

33. STATUTORY DECLARATION AND VALIDITY OF SALE

A statutory declaration by a Director or the Secretary that a Share has been forfeited on a specified date shall be conclusive evidence of the facts stated in it as against all persons claiming to be entitled to the Share. The declaration shall (subject to the completion of any formalities necessary to effect a transfer) constitute a good title to the Share and the person to whom the Share is disposed of shall be registered as the holder of the Share and shall be discharged from all calls made prior to such disposition and shall not be bound to see to the application of the consideration (if any), nor shall his title to the Share be affected by any irregularity in or invalidity of the proceedings in reference to the forfeiture, sale, re-allotment or other disposal of the Share.

UNTRACED MEMBERS

34. POWER TO SELL SHARES OF UNTRACED MEMBERS

Subject to the Uncertificated Securities Rules, the Company shall be entitled to sell at the best price reasonably obtainable any Shares of a holder or any Shares to which a person is entitled by transmission if in respect of those Shares:

- 34.1.1 no cheque, warrant or other financial instrument or payment sent by the Company in the manner authorised by these Articles has been cashed for a period of at least 12 years (the “**qualifying period**”) and in the qualifying period the Company has paid at least three dividends and no dividend has been claimed;
- 34.1.2 the Company has at the expiration of the qualifying period given notice of its intention to sell such Shares by two advertisements, one in a national newspaper published in the United Kingdom and the other in a newspaper circulating in the area in which the last known address of the holder or the address at which service of notices may be effected in the manner authorised by these Articles is located;
- 34.1.3 so far as the Board is aware, the Company has not during the qualifying period or the period of three months after the date of such advertisements (or the later of the two dates if they are published on different dates) and prior to the exercise of the power of sale received any communication from the holder or person entitled by transmission,

and where this power has arisen and at the time of its exercise that holder or person holds, or is entitled by transmission to hold, any other Shares issued in right of the Shares to be sold, this power shall be deemed to have arisen also in relation to those other Shares.

35. MANNER OF SALE AND CREATION OF DEBT IN RESPECT OF NET PROCEEDS

- 35.1 To give effect to any sale pursuant to the immediately preceding Article, the Board may authorise and instruct a person to execute an instrument of transfer of the Shares and such instrument of transfer shall be as effective as if they had been executed by the holder of, or person entitled by transmission to, the Shares. The transfer of Shares in this way will be valid even if in respect of any of the Shares no certificate accompanies the instrument of transfer. The transferee shall not be bound to see to the application of the purchase money and his title shall not be affected by any irregularity in, or invalidity of, the proceedings relating to the sale. If the Shares are in uncertificated form, in accordance with the Uncertificated Securities Rules, the Board may issue a written notification to the Operator requiring conversion of the Share to certificated form.
- 35.2 The net proceeds of sale shall belong to the Company, which shall be indebted to the former holder or person entitled by transmission for an amount equal to such proceeds and shall enter the name of such former member or other person in the books of the Company as a creditor for such amount. No trust shall be created in respect of the debt, no interest shall be payable in respect of it and the Company shall not be required to account for any monies earned on the net proceeds, which may be employed in the business of the Company or otherwise invested as the Board thinks fit.

TRANSFER OF SHARES

36. FORM AND EXECUTION OF TRANSFER

- 36.1 Subject to such of the restrictions of these Articles as may be applicable, a member may transfer all or any of the member's Shares, in the case of Certificated Shares, by an instrument of transfer in any usual form or in any other form which the Board may approve or, in the case of Uncertificated Shares, in accordance with the Uncertificated Securities Rules and the system's rules and otherwise in such manner as the Board in its absolute discretion shall determine. An instrument of transfer shall be executed by or on behalf of the transferor and (unless the Share is fully paid) by or on behalf of the transferee. Subject to the Statutes, the transferor shall be deemed to remain the holder of the Share until the name of the transferee is entered in the Register in respect of it.
- 36.2 Subject to the Statutes and notwithstanding any other provisions of these Articles, the Board shall have power to implement any arrangements it may think fit to enable:
- 36.2.1 title to any securities of the Company to be evidenced and transferred without a written instrument in accordance with the Uncertificated Securities Rules and the facilities and requirements of the relevant system concerned; and
 - 36.2.2 rights attaching to such securities to be exercised notwithstanding that such securities are held in uncertificated form where, in the Board's opinion, these Articles do not otherwise allow or provide for such exercise.

37. RIGHT TO REFUSE REGISTRATION

- 37.1 In exceptional circumstances approved by the relevant regulatory authority (if any), the Board may refuse to register a transfer of Certificated Shares provided that such refusal would not disturb the market in those Shares. Subject to the requirements of the relevant listing rules (if applicable), the Board may, in its absolute discretion, refuse to register the transfer of a Certificated Share that is not fully paid or in the transfer of a Certificated Share on which the Company has a lien.
- 37.2 Subject to the Statutes, the Board may also refuse to register the transfer of a Share:
- 37.2.1 in respect of a Certificate Share, if it is not lodged, duly stamped (if necessary), at the Office or at such other place as the Board may appoint and accompanied by the certificate for the Certificated Share to which it relates (where a certificate has been issued in respect of the Shares and these Articles do not provide for such a transfer to be valid without production of the certificate) and/or such other evidence as the Board may reasonably require to show the right of the transferor to make the transfer;
 - 37.2.2 if it is not in respect of one class of Share only;
 - 37.2.3 if it is in favour of more than four transferees;
 - 37.2.4 if it is in favour of a minor, bankrupt or person of mental ill health; or
 - 37.2.5 where the Board is obliged or entitled to refuse to do so as a result of any failure to comply with a notice under section 793 of the Companies Act 2006.
- 37.3 Subject to the Statutes, the Company may keep an overseas, local or other register in any place, and the Board may make and vary such regulations as it may think fit concerning the keeping of that register.
- 37.4 The Board may refuse to register a transfer of Uncertificated Shares in any circumstances that are allowed or required by the Uncertificated Securities Rule and the Relevant System.

38. NOTICE OF REFUSAL

If the Board refuses to register a transfer it shall, in the case of Certificated Shares, within two months after the date on which the transfer was lodged and, in the case of Uncertificated Shares, within two months after the date on which the relevant Operator-instruction was received by or on behalf of the Company, send to the transferee notice of the refusal together with its reasons for the refusal.

39. NO FEE FOR REGISTRATION

No fee shall be charged for the registration of any instrument of transfer or document relating to or affecting the title to any Share.

40. RETENTION OF DOCUMENTS

Any instrument of transfer which is registered may be retained by the Company, but any instrument of transfer which the Board refuses to register shall be returned to the person lodging it when notice of the refusal is given.

TRANSMISSION OF SHARES

41. TRANSMISSION ON DEATH

If a member dies, the survivor or survivors where he was a joint holder, and his executors where he was a sole holder or the only survivor of joint holders shall be the only persons recognised by the Company as having any title to his Shares; but nothing contained in this Article shall release the estate of a deceased member from any liability in respect of any Share solely or jointly held by him.

42. ELECTION BY PERSON ENTITLED BY TRANSMISSION

Any person becoming entitled to a Share in consequence of the death or bankruptcy of a member or of any other event giving rise to its transmission by operation of law may, upon such evidence being produced as the Board may require and subject (where relevant) to the system's rules, elect either to become the holder of the Share or to have some person nominated by him registered as the transferee. If he elects to become the holder, he shall give notice to the Company to that effect. If he elects to have another person registered, he shall, effect or procure a transfer of the Share in favour of that person. Subject to the Statutes, Article 36 shall apply to the notice or instrument of transfer as if the death or bankruptcy of the member or other event giving rise to the transmission had not occurred and the notice or instrument of transfer was an instrument of transfer executed by the member.

43. RIGHTS IN RESPECT OF THE SHARE

A person becoming entitled to a Share in consequence of the death or bankruptcy of a member or of any other event giving rise to its transmission by operation of law shall have the same rights to which he would be entitled if he were the holder of that Share, except that he shall not be entitled in respect of it to attend or vote at any general meeting of the Company or at any separate meeting of the holders of any class of Shares until he is registered as the holder of the Shares. The Board may at any time give notice to such person requiring him to elect either to become the holder of the Share or to transfer the Share and, if the notice is not complied with within 60 clear days from the date of the notice, the Board may withhold payment of all dividends and other monies payable in respect of the Share until he complies with the notice.

44. TRANSMISSION OF UNCERTIFICATED SHARES

A person entitled by transmission to a Share in uncertificated form who elects to have some other person registered shall either:

- 44.1.1 procure that instructions are given by means of the Relevant System to effect transfer of such Uncertificated Share to that person; or
- 44.1.2 change the Uncertificated Share to certificated form and execute an instrument of transfer of that Certificated Share to that person.

ALTERATION OF CAPITAL

45. INCREASE, CONSOLIDATION, SUB-DIVISION AND CANCELLATION

The Company may by ordinary resolution:

- 45.1.1 increase its share capital by new Shares of such amount as the resolution prescribes;
- 45.1.2 consolidate and divide all or any of its share capital into Shares of larger amount than its existing Shares;
- 45.1.3 subject to the Statutes, sub-divide its Shares, or any of them, into Shares of smaller amount and the resolution may determine that, ns between the Shares resulting from the sub-division, any of them may have any preference or advantage or have such qualified or deferred rights or be subject to any restrictions as compared with the others; and
- 45.1.4 cancel any Shares which, at the elate of the passing of the resolution, have not been taken, or agreed to be taken, by any person and diminish the amount of its Share capital by the amount of the Shares so cancelled.

46. FRACTIONS

Whenever as a result of a consolidation, division or sub-division of Shares any member would become entitled to fractions of a Share, the Board may deal with the fractions as it thinks fit and, in particular, may sell the Shares representing the fractions to any person (including, subject to the Statutes, the Company) and may distribute the net proceeds of sale in due proportion among those members except for amounts of £5.00 or less, which shall be retained for the benefit of the Company. To give effect to any such sale, the Board may authorise and instruct a person to take such steps as may be necessary to transfer or deliver the Shares to, or in accordance with the directions of, the purchaser. The transferee shall not be bound to see to the application of the purchase money and his title shall not be affected by any irregularity in, or invalidity of, the proceedings relating to the sale.

47. REDUCTION OF CAPITAL

Subject to the Statutes, the Company may by special resolution reduce its share capital, any capital redemption reserve and any share premium account or other undistributable reserve in any manner.

PURCHASE OF OWN SHARES

48. PURCHASE OF OWN SHARES

- 48.1 Subject to the Statutes and to any rights conferred on the holders of any class of Shares, the Company may purchase all or any of its Shares of any class (including any redeemable Shares). The Company may not purchase any of its Shares unless the purchase has been sanctioned (at the time that authority for a market purchase is given or an off-market purchase contract is approved) by such resolution of the Company as may be required by the Statutes and by a special resolution passed at a separate general meeting (or meetings if there is more than one class) of the holders of any Shares which entitle the holders to convert them into equity share capital of the Company.

- 48.2 Neither the Company nor the Board shall be required to select the Shares to be purchased rateably or in any particular manner as between the holders of Shares of the same class or as between them and the holders of Shares of any other class or in accordance with the rights as to dividends or capital attached to any class of Shares.

GENERAL MEETINGS

49. ANNUAL GENERAL MEETINGS

- 49.1 The Company shall hold annual general meetings in accordance with the requirements of the Statutes. General meetings shall include annual general meetings unless expressly specified to the contrary.
- 49.2 If a shareholder intends to present a proposal to the Company's Secretary to be considered for inclusion at an annual general meeting of the Company, such shareholder must give written notice to the Secretary of such intention not earlier than the close of business on the 120th day and not later than the close of business on the 90th day prior to the anniversary of the preceding year's annual general meeting. Any such written notice must contain: (i) the name and address of the shareholder giving such notice and any affiliates of such shareholder with a legal and/or beneficial interest in any Shares ("**Shareholder Associated Persons**"); (ii) the class and number of Shares held by the shareholder and/or their Shareholder Associated Persons; (iii) a description of any agreement, arrangement or understanding with respect to the proposal or nomination between the shareholder and any Shareholder Associated Person; (iv) a description of any agreement, arrangement or understanding entered into between the shareholder and/or any of its Shareholder Associated Persons the effect or intent of which is to mitigate loss, manage risk or benefit from share price changes for, or increase or decrease the voting power of, such shareholder or Shareholder Associated Person; (v) a representation from the shareholder that they are a record holder of Shares and are entitled to vote at the annual general meeting; (vi) a representation from the shareholder as to whether or not such shareholder and/or any of its Shareholder Associated Persons intend to deliver a proxy statement or otherwise solicit proxies in favour of the proposal or nomination; (vii) the text of the proposal requested by the shareholder to be presented at the annual general meeting; and (viii) a brief description of the proposed business and the reasons for conducting such business at the annual general meeting.

50. CONVENING GENERAL MEETINGS

The Board may convene a general meeting whenever it thinks fit and shall do so on requisition in accordance with the Statutes.

NOTICE OF GENERAL MEETINGS

51. LENGTH OF NOTICE PERIOD

An annual general meeting shall be convened by at least 21 clear days' notice. All other general meetings shall be convened by at least 14 clear days' notice. Notwithstanding that a meeting of the Company is convened by shorter notice than that specified in this Article, it shall be deemed to have been properly convened if it is so agreed:

51.1.1 in the case of an annual general meeting, by all the members entitled to attend and vote at the meeting; and

51.1.2 in the case of any other meeting, by a majority in number of the members having a right to attend and vote at the meeting, being a majority together holding not less than 95 per cent in nominal value of the Shares giving that right.

Subject to these Articles and to any restrictions imposed on any Shares, the notice shall be given to all the members, to all persons entitled by transmission and to the Directors and Auditors.

52. CONTENTS OF NOTICES

Every notice calling a general meeting shall specify the place, the day and the time of the meeting and the general nature of the business to be transacted. In the case of an annual general meeting, the notice shall also specify the meeting as such. A notice convening a meeting to pass a special resolution shall contain a statement to that effect. Every notice calling a meeting of the Company shall specify with reasonable prominence that a member is entitled to appoint one or more proxies to exercise all or any of his rights to attend, speak and vote at the meeting and that a proxy need not be a member. Every such notice shall also specify the address or addresses where appointments of proxy are to be deposited, delivered or received insofar as any such address is other than the postal address of the Office.

53. OMISSION OR NON-RECEIPT OF NOTICE

No proceedings at any meeting shall be invalidated by any accidental omission to give notice of the meeting, or to send an instrument of proxy, to any person entitled to receive it or, in the case of notice in electronic form or made available by means of a website, to invite any such person to appoint a proxy, or by reason of any such person not receiving any such notice, instrument or invitation.

54. CHANGE OF DATE, TIME OR PLACE OF MEETING

If for any reason the Board considers it impractical or undesirable to hold a meeting on the day, at the time or in the place specified in the notice calling the meeting it can change the date, time and place of the meeting (or whichever it requires), and may do so more than once in relation to the same meeting. References in these Articles to the time of the holding of the meeting shall be construed accordingly. The Board will, insofar as it is practicable, announce by advertisement in at least one newspaper with a national circulation the date, time and place of the meeting as changed, but it shall not be necessary to restate the business of the meeting in that announcement.

PROCEEDINGS AT GENERAL MEETINGS

55. QUORUM

No business shall be transacted at any general meeting unless a quorum is present when the meeting proceeds to business, but the absence of a quorum shall not preclude the choice or appointment of a chairperson of the meeting, which shall not be treated as part of the business of the meeting. Except as otherwise provided by these Articles, two members present in person or by proxy and holding between them at least one-third in voting rights of the issued Shares of the class (excluding any Shares held as treasury shares) entitled to vote shall be a quorum for all purposes.

56. PROCEDURE IF QUORUM NOT PRESENT

56.1 If within thirty minutes (or such longer time not exceeding one hour as the chairperson of the meeting may decide to wait) after the time appointed for the commencement of the meeting a quorum is not present, the meeting shall (if requisitioned in accordance with the Statutes) be dissolved or (in any other case) stand adjourned to the same day one week later at the same time or to such time and place as the chairperson of the meeting may decide. Unless adjourned to a specific date, time and place announced at the meeting being adjourned, fresh notice of the resumption of the meeting shall be given to each member entitled to attend and vote thereat.

56.2 The Company shall give not less than seven clear days' notice of any meeting adjourned through want of a quorum and the notice shall specify that one member present in person or by proxy (whatever the number of Shares held by him) and entitled to vote shall be a quorum. No business shall be transacted at any adjourned meeting except business which might properly have been transacted at the meeting had the adjournment not taken place.

57. CHAIRPERSON OF GENERAL MEETING

57.1 The chairperson (if any) of the Board or, in his absence, the deputy chairperson (if any) shall preside as chairperson at every general meeting. If there is no such chairperson or deputy chairperson, or if at any meeting neither the chairperson nor a deputy chairperson is present within five minutes after the time appointed for the commencement of the meeting, or if neither of them is willing to act as chairperson, the Directors present shall choose one of their number to act, or if one Director only is present he shall preside as chairperson, if willing to act. If no Director is present, or if each of the Directors present declines to take the chair, the persons present and entitled to vote shall elect one of their number to be chairperson.

57.2 The chairperson of the meeting may invite any person to attend and speak at any general meeting of the Company whom he considers to be equipped by knowledge or experience of the Company's business to assist in the deliberations of the meeting.

57.3 The decision of the chairperson of the meeting as to points of order, matters of procedure or arising incidentally out of the business of a general meeting shall be conclusive, as shall be his decision, acting in good faith, on whether a point or matter is of this nature.

58. DIRECTORS' RIGHT TO ATTEND AND SPEAK

Each Director shall be entitled to attend and to speak at any general meeting of the Company and at any separate general meeting of the holders of any class of Shares or debentures in the Company.

59. MEETING AT MORE THAN ONE PLACE AND/OR IN A SERIES OF ROOMS

59.1 A general meeting or adjourned meeting may be held at more than one place. The notice of meeting will specify the place at which the chairperson will be present (the "**Principal Place**") and a note accompanying the notice will specify any other place(s) at which the meeting will be held simultaneously (but any failure to do this will not invalidate the notice of meeting).

59.2 A general meeting or adjourned meeting will be held in one room or a series of rooms at the place specified in the notice of meeting or any other place at which the meeting is to be held simultaneously, including virtually pursuant to Article 59.4.

59.3 If the meeting is held in more than one place and/or in a series of rooms, it will not be validly held unless all persons entitled to attend and speak at the meeting are able:

59.3.1 if excluded from the Principal Place or the room in which the chairperson is present, to attend at one of the other places or rooms; and

59.3.2 to communicate with one another by electronic facility or facilities throughout the meeting.

59.4 The Board may make such arrangements as it thinks fit for simultaneous attendance and participation at the meeting including whether the persons entitled to attend and participate in the meeting shall be enabled to do so:

59.4.1 by means of electronic facility or facilities pursuant to Article 60.1; and/or

59.4.2 by simultaneous attendance and participation at a satellite meeting place or places pursuant to Article 60.2.

and may vary any such arrangements or make new arrangements. Arrangements may be notified in advance or at the meeting by whatever means the Board thinks appropriate to the circumstances. Each person entitled to attend the meeting will be bound by the arrangements made by the Board.

59.5 Where a meeting is held in more than one place and/or a series of rooms, then for the purpose of these Articles the meeting shall consist of all those persons entitled to attend and participate in the meeting who attend at any of the places or rooms.

60. PARTICIPATION IN MEETINGS BY ELECTRONIC FACILITIES

60.1 Without prejudice to Article 60.2, the Board may resolve to enable persons entitled to attend and participate in a general meeting to do so partly (but not wholly) by simultaneous attendance and participation by means of electronic facility or facilities, and may determine the means, or all different means, of attendance and participation used in relation to the general meeting. The members present in person or by proxy by means of an electronic facility or facilities (as so determined by the Board) shall be counted in the quorum for, and be entitled to participate in, the general meeting in question. That meeting shall be duly constituted and its proceedings valid if the chairperson is satisfied that adequate facilities are available throughout the meeting to ensure that members attending the meeting by all means (including the means of an electronic facility or facilities) are able to:

60.1.1 participate in the business for which the meeting has been convened;

60.1.2 hear all persons who speak at the meeting; and

60.1.3 be heard by all other persons attending and participating in the meeting.

60.2 Without prejudice to Article 60.1, the Board may resolve to enable persons entitled to attend and participate in a general meeting to do so by simultaneous attendance and participation at a satellite meeting place or places anywhere in the world. The members present in person or by proxy at satellite meeting places shall be counted in the quorum for, and entitled to participate in, the general meeting in question, and the meeting shall be duly constituted and its proceedings valid if the chairperson is satisfied that adequate facilities are available throughout the meeting to ensure that members attending at all the meeting places are able to:

60.2.1 participate in the business for which the meeting has been convened;

60.2.2 hear all persons who speak (whether by the use of microphones, loudspeakers, audio-visual communications equipment or otherwise) in the Principal Place and any satellite meeting place; and

60.2.3 be heard by all other persons so present in the same way,

and the meeting shall be deemed to take place at the Principal Place (with any other location where that meeting takes place being referred in these Articles as a satellite meeting). The chairperson shall be present at, and the meeting shall be deemed to take place at, the Principal Place and the powers of the chairperson shall apply equally to each satellite meeting place, including their power to adjourn the meeting as referred to in Article 62.

61. SECURITY ARRANGEMENTS

The Board may direct that persons entitled to attend any general meeting should submit to such searches or other security arrangements or restrictions as the Board shall consider appropriate in the circumstances and the Board may in its absolute discretion refuse entry to such general meeting to any person who fails to submit to such searches or otherwise to comply with such security arrangements or restrictions. If any person has gained entry to a general meeting and refuses to comply with any such security arrangements or restrictions or disrupts the proper and orderly conduct of the general meeting, the chairperson of the meeting may at any time without the consent of the general meeting require such person to leave or be removed from the meeting.

62. ADJOURNMENTS

- 62.1 Subject to Article 57, the chairperson of the meeting may at any time without the consent of the meeting adjourn any meeting (whether or not it has commenced) either indefinitely or to such time and place as he may decide if it appears to him that:
- 62.1.1 the persons entitled to attend cannot be conveniently accommodated in the place appointed for the meeting;
 - 62.1.2 the conduct of persons present prevents, or is likely to prevent, the orderly continuation of business; or
 - 62.1.3 an adjournment is otherwise necessary so that the business of the meeting may be properly conducted.
- 62.2 In addition, the chairperson of the meeting may at any time with the consent of any meeting at which a quorum is present (and shall if so directed by the meeting) adjourn the meeting either indefinitely or to such time and place as he may decide. When a meeting is adjourned indefinitely the time and place for the adjourned meeting shall be fixed by the Board.
- 62.3 In relation to a meeting adjourned pursuant to this Article 63, no business shall be transacted at any adjourned meeting except business which might properly have been transacted at the meeting had the adjournment not taken place.

VOTES OF MEMBERS

63. METHOD OF VOTING

- 63.1 Subject to Article 63.2, at any general meeting a resolution put to the vote of the meeting shall be decided on a show of hands unless before or on the declaration of the result of the show of hands, or on the withdrawal of any other demand for a poll, a poll is duly demanded. Subject to the Statutes, a poll may be demanded by:
- 63.1.1 the chairperson of the meeting;
 - 63.1.2 at least three members or proxies entitled to vote on the resolution;
 - 63.1.3 any member or proxy alone or together with one or more others representing in aggregate at least 5% of the total voting rights of all the members having the right to attend and vote on the resolution (excluding any voting rights attached to any Shares held as treasury shares); or
 - 63.1.4 any member or proxy alone or together with one or more others holding or having been appointed in respect of Shares conferring a right to vote on the resolution, being Shares on which an aggregate sum has been paid up equal to not less than 5% of the total sum paid up all the Shares conferring that right (excluding any voting rights attached to any Shares held as treasury shares).
- 63.2 For so long as any Shares are held in a settlement system operated by DTC:
- 63.2.1 any resolution put to vote at a general meeting of the Company shall be decided by poll; and
 - 63.2.2 this Article 63.2 may only be removed, amended or varied by resolution of the members passed unanimously at a general meeting of the Company.

63.3 Unless a poll is so demanded and the demand is not withdrawn, a declaration by the chairperson of the meeting that a resolution has been carried or carried unanimously or by a particular majority or not carried by a particular majority or lost and an entry to that effect in the minutes of the meeting shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against such resolution.

64. VOTES OF MEMBERS

Subject to the Statutes, to any rights or restrictions attached to any Shares and to any other provisions of these Articles, on a show of hands every member who is present in person shall have one vote and on a poll every member shall have one vote for every Share of which he is the holder. If the notice of the meeting has specified a time (which is not more than 48 hours before the time fixed for the meeting) by which a person must be entered on the Register in order to have the right to attend and vote at the meeting, no person registered after that time shall be eligible to attend and vote at the meeting by right of that registration, even if present at the meeting. References in these Articles to members present in person shall be construed accordingly.

65. VOTES OF JOINT HOLDERS

In the case of joint holders of a Share who are entitled to vote the vote of the senior who tenders a vote, whether in person or by proxy, shall be accepted to the exclusion of the votes of the other joint holders; and seniority shall be determined by the order in which the names of the holders stand in the Register.

66. VOTES OF MEMBER SUFFERING INCAPACITY

A member in respect of whom an order has been made by any competent court or official on the ground that he is or may be suffering from mental disorder or is otherwise incapable of managing his affairs may vote, whether on a show of hands or on a poll, by any person authorised in such circumstances to do so on his behalf and that person may vote on a poll by proxy. The vote of such member shall not be valid unless evidence to the satisfaction of the Board of the authority of the person claiming to exercise the right to vote is deposited at the Office, or at such other place as is specified in accordance with these Articles for the deposit of appointments of proxy in hard copy form, not later than the last time at which an appointment of proxy should have been delivered in order to be valid for use at that meeting or on the holding of that poll.

67. NO RIGHT TO VOTE WHERE SUMS OVERDUE ON SHARES

No member shall, unless the Board otherwise decides, vote at any general meeting or at any separate meeting of holders of any class of Shares, either in person or by proxy, or exercise any other right or privilege as a member in respect of any Share in held by him unless all monies presently payable by him in respect of that Share have been paid.

68. VOTES ON A POLL

68.1 On a poll, a member entitled to more than one vote on a poll need not, if he votes, use all his votes or cast all the votes he uses in the same way.

68.2 A member shall be entitled to cast votes on a poll in advance, including by telephone or other electronic means, if the member complies with such procedures for the purposes of authentication and the votes are cast within such time as may be fixed in accordance with the Statutes, as the Board may prescribe.

69. RIGHT TO WITHDRAW DEMAND FOR A POLL

The demand for a poll may, before the earlier of the close of the meeting and the taking of the poll, be withdrawn but only with the consent of the chairperson of the meeting and, if a demand is withdrawn, any other persons entitled to demand a poll may do so. If a demand is withdrawn, it shall not be taken to have invalidated the result of a show of hands declared before the demand was made. If a poll is demanded before the declaration of the result of a show of hands and the demand is duly withdrawn, the chairperson of the meeting may give whatever directions he considers necessary to ensure that the business of the meeting proceeds as it would have if the demand had not been made.

70. PROCEDURE ON A POLL

Any poll shall be taken in such manner as the chairperson of the meeting directs and he may appoint scrutineers (who need not be persons entitled to vote) and fix a time and place for declaring the result of the poll. The result of the poll shall be deemed to be the resolution of the meeting at which the poll was taken.

71. WHEN POLL TO BE TAKEN

A poll demanded on the election of a chairperson of the meeting or on a question of adjournment shall be taken forthwith. A poll demanded on any other question shall be taken either forthwith or on such date (being not more than 30 days after the poll is demanded) and at such time and place and in such manner or by such means as the chairperson of the meeting directs. No notice need be given of a poll not taken immediately if the time and place at which it is to be taken are announced at the meeting at which it is demanded. In any other case, at least seven clear days' notice shall be given specifying the time and place at which the poll is to be taken. The result of the poll shall be deemed to be the resolution of the meeting at which the poll was taken.

72. CONTINUANCE OF OTHER BUSINESS AFTER POLL DEMANDED

The demand for a poll shall not prevent the continuance of a meeting for the transaction of any business other than the question on which the poll was demanded.

73. PROPOSAL OR AMENDMENT OF RESOLUTION

A resolution proposed by the chairperson of the meeting does not need to be seconded. In the case of a resolution duly proposed as a special resolution, no amendment to that resolution (other than an amendment to correct an obvious error) may be considered or voted upon. In the case of a resolution duly proposed as an ordinary resolution, no amendment to that resolution (other than an amendment to correct an obvious error) may be considered or voted upon unless at least 48 hours prior to the time appointed for holding the meeting or adjourned meeting at which such ordinary resolution is to be proposed notice of the terms of the amendment and of the intention to move the amendment has been lodged in writing in hard copy form at the Office or received in electronic form at the electronic address at which the Company has or is deemed to have agreed to receive it, or the chairperson of the meeting in his absolute discretion decides in good faith that it may be considered and voted upon.

74. AMENDMENT OF RESOLUTION RULED OUT OF ORDER

If an amendment is proposed to any resolution under consideration which the chairperson of the meeting rules out of order, the proceedings on the substantive resolution shall not be invalidated by any error in such ruling.

75. OBJECTIONS OR ERRORS IN VOTING

If:

75.1.1 any objection shall be raised to the qualification of any voter;

75.1.2 any votes have been counted which ought not to have been counted or which might have been rejected; or

75.1.3 any votes are not counted which ought to have been counted

the objection or error shall not vitiate the decision of the meeting or adjourned meeting on any resolution unless it is raised or pointed out at the meeting or, as the case may be, the adjourned meeting at which the vote objected to is given or tendered or at which the error occurs. Any objection or error shall be referred to the chairperson of the meeting and shall only vitiate the decision of the meeting on any resolution if the chairperson of the meeting decides that the same may have affected the decision of the meeting. The decision of the chairperson of the meeting on such matters shall be conclusive.

76. SUSPENSION OF RIGHTS FOR NON-DISCLOSURE OF INTEREST

76.1 If a member, or any other person appearing to be interested in Shares held by that member, has been duly given a notice under section 793 of the Companies Act 2006 (a "**Disclosure Notice**") and has failed in relation to any Shares to which the Disclosure Notice relates (the "**default shares**") to give the Company the information required by such notice within 14 days of the date of such notice, then (unless the Board shall determine otherwise) from the expiry of that period:

76.1.1 the member shall not be entitled in respect of the default shares to be present or to vote (in person, by proxy or, if it is a corporation, by representative) at any general meeting or at any separate meeting of the holders of any class of Shares or on any poll; and

76.1.2 where the default shares represent at least 0.25 per cent of the issued Shares of the Company or the class in question (in either case, calculated exclusive of Shares held as treasury shares):

- (a) any dividend (including Shares issued in lieu of dividends) or other monies payable in respect of the default shares shall be withheld by the Company, which shall not have any obligation to pay interest on it; and

- (b) no transfer, other than an excepted transfer, of any Shares held by the member shall be registered unless the member is not himself in default as regards supplying the information required and the transfer is of part only of the member's holding and when lodged for registration is accompanied by a certificate from the member in a form satisfactory to the Board that after due and careful enquiry the member is satisfied that no person in default as regards supplying such information is interested in any of the Shares the subject of the transfer.

for the purposes of ensuring this Article 76.1.2(b) can apply to all Shares held by the member, the Company may, in accordance with the Uncertificated Securities Rules, issue a written notification to the Operator requiring conversion into certificated form of any Share held by the member in uncertificated form.

- 76.2 Where, on the basis of information obtained from a member in respect of any Share held by him or from any other person appearing to be interested in such Share, the Company gives a Disclosure Notice to any other person, it shall also send a copy of the notice to that member, but any failure to do so, or the non-receipt of the copy by the member, shall not invalidate or otherwise affect the operation of this Article.
- 76.3 Any new Shares issued in right of any default share shall also be subject to the restrictions in this Article, and the Board may make any right to an allotment of the new Shares subject to such restrictions when those Shares are issued.
- 76.4 Where any restrictions imposed under this Article apply in relation to any Shares, they shall cease to have effect if and when, and to the extent that, the Board so determines, except that particular Shares shall in any event automatically cease to be subject to any such restrictions seven days after the earlier of (a) receipt by the Board of notice that such Shares are the subject of an excepted transfer and (b) due compliance, to the satisfaction of the Board, with the relevant Disclosure Notice. If any or all of the restrictions in this Article shall cease to apply to particular Shares, any dividends and other monies withheld by reason of a restriction which then ceases to apply shall be paid without interest to the person who would have been entitled to them if that restriction had not applied, or as he may direct.
- 76.5 This Article is in addition to, and shall not in any way prejudice or affect, the statutory rights of the Company arising from any failure by any person to give any information required by a Disclosure Notice within the time specified in it. For the purpose of this Article, a Disclosure Notice may require any information to be given before the expiry of 14 days from the date of the notice.
- 76.6 For the purposes of this Article 76:
- 76.6.1 where any person appearing to be interested in any Shares has been served with a Disclosure Notice and such Shares are held by a Depository, the provisions of this Article 76 shall be deemed to apply only to those Shares held by the Depository in which such person appears to be interested and not (so far as that person's apparent interest is concerned) to any other Shares held by the Depository in which such person does not have an interest and references to default shares shall be construed accordingly; and

76.6.2 where the shareholder on whom a Disclosure Notice has been served is a Depositary, the obligations of the Depositary (acting solely in the Depositary's capacity as such) shall be limited to disclosing to the Company such information relating to any person appearing to be interested in the Shares held by it as has been recorded by the Depositary and the provision of such information shall be at the Company's cost.

76.7 In this Article:

76.7.1 an "**excepted transfer**" means:

- (a) a transfer pursuant to acceptance of a takeover bid;
- (b) a transfer that results from a sale made through Nasdaq or any recognised investment exchange (as defined in the Financial Services and Markets Act 2000) or any other stock exchange outside the United Kingdom on which shares in the capital of the Company are normally treated; or
- (c) a transfer which is shown to the satisfaction of the Board to be made in consequence of a sale of such an entire interest otherwise than on any such stock exchange to a person who is not connected with the relevant member or with a person appearing to be interested in the Shares the subject of the transfer;

76.7.2 a "**person appearing to be interested**" in any Shares means any person named in a response to a Disclosure Notice as being so interested or shown in any register kept by the Company under the Companies Act 2006 as so interested or, taking into account any response or failure to respond to such notice or to any other statutory notice or any other relevant information, any person whom the Company has reasonable cause to believe is so interested; and

76.7.3 references to a person having failed to give the Company the information required by a Disclosure Notice, or being in default as regards supplying such information, include (without limitation) (i) references to his having failed or refused to give all or any part of it and (ii) references to his having given information which he knows to be false in a material particular or his having recklessly given information which is false in a material particular.

Notwithstanding anything to the contrary in this Article, no restriction shall apply by virtue of this Article.

PROXIES

77. EXECUTION OF AN APPOINTMENT OF PROXY

77.1 Appointments of proxies may be by:

77.1.1 an instrument in writing in substantially the following form or such other form as the Board or the chairperson of the meeting shall accept:

Proxy

Kiniksa Pharmaceuticals International Plc (the "Company")

I/We [insert name], being a member of the Company with [number] shares, HEREBY APPOINT [name] of [address] or failing him, [name] of [address] to be my/our proxy to vote for me/us at the meeting of the members to be held on [date] and at any adjournment thereof. [Any restrictions on voting to be inserted here].

Signed this [date]

Member(s):

77.1.2 or otherwise in electronic form (or other means as may be approved by the Board from time to time) and executed by or on behalf of the appointor.

77.2 Subject as provided in this Article, in the case of an appointment of proxy purporting to be executed on behalf of a corporation by an officer of that corporation it shall be assumed, unless the contrary is shown, that such officer was duly authorised to do so on behalf of that corporation without further evidence of that authorisation.

77.3 A proxy need not be a member of the Company.

78. TIMES FOR DEPOSIT OF AN APPOINTMENT OF PROXY

78.1.1 The appointment of a proxy shall where an address has been specified for the purpose of receiving documents or information by electronic means:

- (a) in the notice convening the meeting, or
- (b) in any instrument of proxy sent out by the Company in relation to the meeting, or
- (c) in any invitation to appoint a proxy by electronic means issued by the Company in relation to the meeting,

be received at such address not less than 48 hours before the time for holding the meeting or adjourned meeting at which the person named in the appointment proposes to vote;

78.1.2 in the case of a poll taken more than 48 hours after it is demanded, be deposited or received in that manner after the poll has been demanded and not less than 24 hours before the time appointed for the taking of the poll; or

78.1.3 where the poll is not taken forthwith but is taken not more than 48 hours after it was demanded, be delivered at the meeting at which the poll was demanded to the chairperson of the meeting or to any Director, provided in each case that the power of attorney or other authority (if any) under which it is signed, or a copy of such authority certified notarially or in some other way approved by the Board, has been received in hard copy form (or, to the extent the Directors think fit, in electronic form) at the Office, or at such other address or place within the United Kingdom and/or the United States as is specified for the purpose in the notice convening the meeting or in the instrument, no later than the latest time for receipt of the appointment of proxy. An appointment of proxy that is not deposited, delivered or received in a manner so permitted shall be invalid.

78.2 Except as provided otherwise in any terms and conditions issued, endorsed or adopted by the Board to facilitate the appointment by members of more than one proxy to exercise all or any of the member's rights at a meeting, when two or more valid but differing appointments of proxy are deposited, delivered or received in respect of the same Share for use at the same meeting, the one which is last deposited, delivered or received (regardless of its date or of the date of execution) shall be treated as replacing the others as regards that Share; if the Company is unable to determine which was last deposited, delivered or received, none of them shall be treated as valid in respect of that Share. The deposit, delivery or receipt of an appointment of a proxy shall not preclude a member from attending and voting in person at the meeting or poll concerned.

79. FORM OF APPOINTMENT OF PROXY

79.1 The appointment of a proxy shall be in any usual form (including with respect to any Shares held by a Depositary, an omnibus proxy which enables the Depositary to exercise rights in a number of different ways for the Shares that it holds) or any other form that the Board may approve and may relate to more than one meeting. The Board may, if it thinks fit but subject to the Statutes, include with the notice of any meeting forms of appointment of proxy for use at the meeting.

79.2 A member may appoint more than one proxy in relation to a meeting, provided that each proxy is appointed to exercise the rights attached to a different Share or Shares held by him. The appointment of a proxy shall be deemed to include all the relevant member's rights to attend and speak at the meeting and vote in respect of the Share or Shares concerned (but so that each proxy appointed by that member may vote on a show of hands notwithstanding that the member would only have had one vote if voting in person, and may demand or join in demanding a poll as if the proxy held the Share or Shares concerned) and, except to the extent that the appointment comprises instructions to vote in a particular way, to permit the proxy to vote or abstain as the proxy thinks fit on any business properly dealt with at the meeting, including a vote on any amendment of a resolution put to the meeting or on any motion to adjourn.

79.3 The appointment shall, unless the contrary is stated in it, be as valid for any adjournment of the meeting as for the meeting to which it relates (regardless of any change of date, time or place effected in accordance with these Articles).

79.4 Without limiting these Articles, the Board may in relation to Uncertificated Shares:

79.4.1 approve the appointment of a proxy by means of electronic communication in the form of an Uncertificated Proxy Instruction (a Properly Authenticated Dematerialised Instruction and/or other instruction or notification, which is sent by means of the Relevant System and received by such participant in that system acting on behalf of the Company as the Board may prescribe, in such form and subject to such terms and conditions as the Board may prescribe (subject always to the facilities and requirements of the relevant system));

79.4.2 approve supplements to, or amendments or revocations of, any such Uncertificated Proxy Instruction by the same means; and

79.4.3 prescribe the method of determining the time at which any such Uncertificated Proxy Instruction is to be treated as received by the Company or such participant and may treat any such Uncertificated Proxy Instruction which purports to be or is expressed to be sent on behalf of the holder of a Share as sufficient evidence of the authority of the person sending that instruction to send it on behalf of that holder.

The term “**Properly Authenticated Dematerialised Instruction**” shall have the meaning given in the Uncertificated Securities Rules.

80. VALIDITY OF PROXY

Subject to the Statutes, a vote given or poll demanded by proxy shall be valid, notwithstanding the previous determination of the proxy’s authority unless notice of such determination was received by the Company at the Office (or at such other place at which the appointment of proxy was duly deposited or, where the appointment of the proxy was in electronic form, at the address at which such appointment was duly received) not later than the last time at which an appointment of proxy should have been deposited, delivered or received in order to be valid for use at the meeting or on the holding of the poll at which the vote was given or the poll demanded.

81. MAXIMUM VALIDITY OF PROXY

A valid appointment of proxy shall cease to be valid after the expiration of 12 months from the date of its execution except that it will remain valid after that for the purposes of a poll or an adjourned meeting if the meeting at which the poll was demanded or the adjournment moved was held within the 12 month period.

82. CORPORATE REPRESENTATIVES

82.1 A corporation that is a member may, by resolution of its directors or other governing body, authorise a person or persons to act as its representative or representatives at any meeting of the Company, or at any separate meeting of the holders of any class of Shares (a “**representative**”).

82.2 Subject to Article 82.3, a representative is entitled to exercise (on behalf of the corporation) the same powers as the corporation could exercise if it were an individual member.

82.3 Where a corporation authorises more than one representative and more than one representative purports to exercise a power under Article 82.3 in respect of the same Shares:

82.3.1 if they purport to exercise the power in the same way as each other, the power is treated as exercised in that way; or

82.3.2 if they do not purport to exercise the power in the same way as each other, the power is treated as not exercised.

82.4 A Director, the secretary or other person authorised for the purpose by the secretary may require a representative to produce a certified copy of the resolution of authorisation before permitting the representative to exercise the representative's powers.

DIRECTORS

83. NUMBER OF DIRECTORS

Unless otherwise determined by ordinary resolution of the Company, the number of Directors (disregarding alternate Directors) shall not be less than four and shall be subject to a maximum number as determined by the Board from time to time.

84. NO SHAREHOLDING QUALIFICATION FOR DIRECTORS

No shareholding qualification for Directors shall be required.

REMUNERATION OF DIRECTORS

85. EXPENSES

The Directors may be paid all reasonable travelling, hotel and other expenses properly incurred by them in the conduct of the Company's business performing their duties as Directors including all such reasonable expenses properly incurred in connection with attending and returning from meetings of the Board or any committee of the Board or general meetings or separate meetings of the holders of any class of Shares or debentures of the Company or otherwise in connection with the business of the Company.

86. EXTRA REMUNERATION

86.1 Any Director who is appointed to any executive office shall receive such remuneration or extra remuneration by way of salary, commission, participation in profits or otherwise as the Board or any committee authorised by the Board may determine in addition to or in lieu of any remuneration paid to, or provided for, such Director by or pursuant to any other of these Articles.

86.2 Each of the Directors (other than any Director who for the time being holds an executive office or employment with the Company or a subsidiary of the Company) shall be paid a fee for his services at such rate as may from time to time be determined by the Board or by a committee authorised by the Board.

ALTERNATE DIRECTORS

87. APPOINTMENT, REMOVAL AND RESIGNATION

- 87.1 Any Director (other than an alternate Director) may appoint any person to be his alternate and may revoke any such appointment, in either case by notice in writing delivered to the Secretary at the Office or delivered in any other manner (including by electronic means) approved by the Board. If the alternate Director is not already a Director, the appointment, unless previously approved by the Board, shall have effect only upon and subject to its being so approved. Any appointment of an alternate will only have effect once the person who is to be appointed has consented to act.
- 87.2 If his appointor so requests, an alternate Director shall (subject to his giving to the Company an address for service within the United Kingdom) be entitled to receive notice of all meetings of the Board or of committees of the Board of which his appointor is a member, to attend and vote and be counted in the quorum as a Director at any such meeting at which his appointor is not personally present, and generally, in the absence of his appointor, at the meeting to exercise and discharge all the functions, powers and duties of his appointor as a Director and for the purposes of the proceedings at the meeting, these Articles shall apply as if he were a Director. A Director present at a meeting of the Board or committee of the Board and appointed alternate for another Director shall have an additional vote for each of his appointors absent from such meeting (but shall count as one only for the purpose of determining whether a quorum is present).
- 87.3 Execution by an alternate Director of any document (including, without limitation, any deed) on behalf of the Company or any resolution in writing of the Board or a committee of the Board shall, unless the notice of his appointment provides to the contrary, be as effective as execution by his appointor.
- 87.4 An alternate Director shall cease to be an alternate Director if he resigns or if for any reason his appointment is revoked or if his appointor ceases to be a Director; but, if a Director retires by rotation or otherwise but is reappointed or deemed to have been reappointed at the meeting at which he retires, any appointment of an alternate Director made by him which was in force immediately prior to his retirement shall continue after his reappointment as if he had not retired. The appointment of an alternate Director shall be revoked on the happening of any event that, if he were a Director, would cause him to vacate such office under these Articles.

88. ALTERNATE TO BE RESPONSIBLE FOR HIS OWN ACTS AND REMUNERATION OF ALTERNATE

An alternate Director shall be deemed an officer of the Company and shall be subject to these Articles relating to Directors (except as regards power to appoint an alternate and remuneration) and an alternate Director shall not be deemed the agent of his appointor and shall alone be responsible to the Company for his acts and defaults. An alternate Director may be interested in and benefit from contracts, arrangements, transactions and other matters or situations and be paid expenses and indemnified, and accept benefits from third parties, to the same extent as if he were a Director but, except to the extent that his appointor directs the payment to him of part or all of the remuneration which would otherwise be payable to his appointor, he shall not be entitled to any remuneration from the Company for acting in that capacity.

EXECUTIVE DIRECTORS

89. EXECUTIVE DIRECTORS

- 89.1 The Board may from time to time appoint one or more of its body to hold any employment or executive office with the Company for such period (subject to the Statutes) and on such other terms as the Board or any committee authorised by the Board may decide and may revoke or terminate any appointment so made. Any revocation or termination of the appointment shall be without prejudice to any claim for damages that the Director may have against the Company or that the Company may have against the Director for any breach of any contract of service between him and the Company. A Director so appointed may be paid such remuneration (whether by way of salary, commission, participation in profits or otherwise) in such manner as the Board or any committee authorised by the Board may decide.
- 89.2 The Board may from time to time appoint any person to any office or employment having a descriptive designation or title including the word "director" or attach to any existing office or employment with the Company such a designation or title and may at any time determine any such appointment or the use of any such designation or title. The inclusion of the word "director" in the designation or title of any such office or employment with the Company shall not imply that the holder of the office is a Director nor shall such holder thereby be empowered in any respect to act as a Director are be deemed to be a Director for any of the purposes of the Statutes or these Articles.

POWERS AND DUTIES OF DIRECTORS

90. GENERAL POWERS OF THE COMPANY VESTED IN THE BOARD

- 90.1 Subject to the Statutes and the Constitution, the business of the Company shall be managed by the Board, which may exercise all the powers of the Company. No alteration of the Constitution and no directions given by the Company in general meeting by special resolution shall invalidate any prior act of the Board which would have been valid if that alteration had not been made or that resolution had not been passed.
- 90.2 The powers given by this Article shall not be limited by any special power given to the Board by any other Article.

DELEGATION OF DIRECTORS' POWERS

91. AGENTS

- 91.1 The Board may, by power of attorney or otherwise, appoint any person to be the agent of the Company on such terms (including terms as to remuneration) and subject to such conditions as it may decide and may delegate to any person so appointed any of its powers, authorities and discretions (with power to sub-delegate). The Board may remove any person so appointed and may revoke or vary the delegation but no person dealing in good faith and without notice of the revocation or variation shall be affected by it.

91.2 The power to delegate contained in this Article shall be effective in relation to the powers, authorities and discretions of the Board generally and shall not be limited by the fact that in certain Articles, but not in others, express reference is made to particular powers, authorities or discretions being exercised by the Board or by committee authorised by the Board.

92. DELEGATION TO INDIVIDUAL DIRECTORS

92.1 The Board may entrust to and confer upon a Director any of its powers, authorities and discretions (with power to sub-delegate) upon such terms (subject to the Statutes) and subject to such conditions and with such restrictions as it may decide. The Board may from time to time revoke or vary all or any of them but no person dealing in good faith and without notice of the revocation or variation shall be affected by it.

92.2 The power to delegate contained in this Article shall be effective in relation to the powers, authorities and discretions of the Board generally and shall not be limited by the fact that in certain Articles, but not in others, express reference is made to particular powers, authorities or discretions being exercised by the Board or by a committee authorised by the Board.

93. DELEGATION TO COMMITTEES

93.1 The Board may delegate any of its powers, authorities and discretions (with power to sub-delegate) to any committee consisting of such person or persons as it thinks fit (whether a member or members of its body or not) provided that the majority of the members of the committee are Directors. Subject to any restriction on sub-delegation imposed by the Board, any committee so formed may exercise its power to sub-delegate by sub-delegating to any person or persons (whether or not a member or members of the Board or of the committee). Subject to any regulations imposed on it by the Board, the proceedings of any committee consisting of two or more members shall be governed by the provisions in these Articles for regulating proceedings of the Board so far as applicable except that no meeting of that committee shall be quorate for the purpose of exercising any of its powers, authorities or discretions unless a majority of the committee present at the meeting are Directors. A member of a committee shall be paid such remuneration (if any) in such manner as the Board may decide, and, in the case of a Director, either in addition to or in place of his ordinary remuneration as a Director.

93.2 The power to delegate contained in this Article shall be effective in relation to the powers, authorities and discretions of the Board generally and shall not be limited by the fact that in certain of these Articles, but not in others, express reference is made to particular powers, authorities or discretions being exercised by the Board or by a committee authorised by the Board.

SPECIFIC POWERS

94. PROVISION FOR EMPLOYEES

The Board may exercise any power conferred by the Statutes to make provision for the benefit of persons employed or formerly employed by the Company or any of its subsidiaries in connection with the cessation or the transfer to any person of the whole or part of the undertaking of the Company or that subsidiary.

95. THE COMPANY'S NAME

Subject to the Statutes and any directions given by the Company in general meeting by special resolution, the Board may from time to time change the name of the Company to any name considered by the Board to be advantageous, expedient or otherwise desirable.

96. BORROWING POWERS

The Board may exercise any the powers of the Company to borrow money, to guarantee, to indemnify and to mortgage or charge all or any part of the undertaking, property and assets (present and future) and uncalled capital of the Company and, subject to the Statutes, to issue debentures and other securities, whether outright or as collateral security, for any debt, liability or obligation of the Company or of any third party.

APPOINTMENT AND REMOVAL OF DIRECTORS

97. CLASSES OF DIRECTORS

The Directors shall be divided into three classes designated Class I, Class II and Class III. Each class of Directors shall consist as nearly as possible of one third of the total number of Directors constituting the entire Board.

98. ELIGIBILITY FOR APPOINTMENT AS A DIRECTOR

Subject to Article 85, no person other than a Director retiring shall be appointed or reappointed a Director at any general meeting unless:

98.1.1 he is recommended or approved by the Board; or

98.1.2 where a Director is proposed to be appointed at an annual general meeting, not less than 90 clear days and not more than 120 clear days before the anniversary of the last annual general meeting (or where the annual general meeting is called for a date that is not 30 clear days before or after such anniversary, not later than 10 clear days following the earlier of the date on which notice of the annual general meeting was posted to members or the date on which public disclosure of the date of the annual general meeting was made), notice executed by a member qualified to vote at the meeting (not being the person to be proposed) has been delivered to the Office (or received in electronic form at the electronic address at which the Company has or is deemed to have agreed to receive it) of the intention to propose that person for appointment or reappointment stating the particulars which would, if he were so appointed or reappointed, be required to be included in the Company's register of Directors together with notice executed by that person of his willingness to be appointed or reappointed.

99. POWER OF THE COMPANY TO APPOINT DIRECTORS

Subject to these Articles, the Company may by ordinary resolution at a general meeting appoint any person who is willing to act to be a Director, either to fill a vacancy on or as an addition to the existing Board, but so that the total number of Directors shall not at any time exceed any maximum number fixed by or in accordance with these Articles. A resolution for the appointment of two or more persons as Directors by a single resolution shall be void unless a resolution that it shall be so proposed has first been agreed to by the meeting without any vote being given against it.

100. POWER OF THE BOARD TO APPOINT DIRECTORS

Without prejudice to the power of the Company in general meeting under these Articles to appoint any person to be a Director, the Board may appoint a person who is willing to act to be a Director, either to fill a vacancy or as an addition to the existing Board, but so that the total number of Directors shall not at any time exceed any maximum number fixed by or in accordance with these Articles. Any Director so appointed shall hold office only until the next following annual general meeting.

101. TERM OF OFFICE AND RETIREMENT OF DIRECTORS

101.1 Subject to the Statutes, at the first general meeting which is held after the date of adoption of these Articles for the purpose of electing Directors, the Class I Directors shall be elected for a three year term of office, the Class II Directors shall be elected for a one year term of office and the Class III Directors shall be elected for a two year term of office. Subject to the Statutes, at each succeeding annual general meeting, successors to the class of Directors whose term expires at that annual general meeting shall be elected for a three year term.

101.2 A Director who retires under this Article 101 is eligible for re-election.

102. POSITION OF RETIRING DIRECTORS

Subject to these Articles, the Company at the meeting at which a Director retires may fill the vacated office and, in default, the retiring Director shall, if willing to act, be deemed to have been reappointed unless at the meeting it is resolved not to fill the vacancy or unless a resolution for the reappointment of the Director is put to the meeting and lost. If the Director is not reappointed or deemed to be reappointed, he retain office until the meeting appoints someone in his place or, if it does not do so, until the end of the meeting.

103. VACATION OF OFFICE BY DIRECTORS

Without prejudice to the provisions for retirement or otherwise contained in these Articles and subject to any agreement to which the Company and any member is a party, the office of a Director shall be vacated if:

103.1.1 he resigns his office by notice delivered to the Office or tendered at a meeting of the Board;

103.1.2 he becomes bankrupt or makes any arrangement or composition with his creditors generally;

103.1.3 a registered medical practitioner who is treating the Director gives a written opinion to the Company stating that the Director has become physically or mentally incapable of acting as a director and may remain so for more than three months or, by reason of his mental health, a court makes an order which wholly or partly prevents the Director from personally exercising any powers or rights that he would otherwise have;

103.1.4 without the permission of the Board, he is absent from three consecutive meetings of the Board and the Board resolves that his office is vacated; or

103.1.5 he ceases to be a Director by virtue of the Statutes or is prohibited by law, or if applicable, any rules of Nasdaq, from being a Director or is removed from office under these Articles.

DIRECTORS' INTERESTS

104. TRANSACTIONS BETWEEN A DIRECTOR AND THE COMPANY OR A COMPANY IN WHICH THE COMPANY IS INTERESTED

104.1 Subject to the Statutes, a Director notwithstanding his office:

104.1.1 may hold any other office or place of profit with the Company (except that of Auditor) in conjunction with the office of Director and may act by himself or through his firm in a professional capacity for the Company (otherwise than as Auditor) and in either such case on such terms as to remuneration (whether by way of salary, commission, participation in profits or otherwise) and otherwise as the Board may determine, and any such remuneration shall be either in addition to or in lieu of any remuneration provided for, by or pursuant to any other Article;

104.1.2 may be a party to, or otherwise interested in, any contract with the Company or in which the Company is otherwise interested;

104.1.3 may be a director or other officer of, or employed by, or a party to any contract with, or otherwise interested in, any body corporate promoted by the Company or in which the Company is otherwise interested or as regards which the Company has any powers of appointment; and

104.1.4 shall not, by reason of his office, be accountable to the Company for any remuneration or benefit which he derives from any such office or employment or from any such contract or from any interest in such body corporate and no such office, employment or contract shall be liable to be avoided on the ground of any such interest or benefit and nor shall the receipt of such remuneration or benefit constitute a breach of his duty under the Companies Act 2006 not to accept benefits from third parties

provided that he has disclosed to the Board the nature and extent of any material interest of his, but no such disclosure shall be necessary of any interest in a transaction or arrangement that would not be required to be declared by the Director under the Statutes, and a general notice given to the Board that a Director is to be regarded as having an interest of the nature and extent specified in the notice in any transaction or arrangement in which a specified person or class of persons is interested shall be deemed to be a disclosure that the Director has an interest in any such transaction or arrangement of the nature and extent so specified, and for the purposes of this Article an interest of which a Director has no knowledge and of which it is unreasonable to expect him to have knowledge shall not be treated as an interest of his.

- 104.2 The Board may cause any voting power conferred by the Shares in any other company held or owned by the Company or any power of appointment to be exercised in such manner in all respects as it thinks fit, including the exercise of either of such powers in favour of a resolution appointing the Directors, or any of them, to be directors or officers of the other company, or in favour of the payment of remuneration to the directors or officers of the other company.
- 104.3 Except as otherwise provided by these Articles, a Director shall not vote on, or be counted in the quorum in relation to, any resolution of the Board or of a committee of the Board concerning any matter in which he has to his knowledge, directly or indirectly, an interest (other than his interest in Shares or debentures or other securities of, or otherwise in or through, the Company) or duty which (together with any interest of a person connected with him) is material and, if he shall do so, his vote shall not be counted. A Director shall be entitled to vote on and be counted in the quorum in respect of any resolution concerning any of the following matters:
- 104.3.1 the giving to him of any guarantee, security or indemnity in respect of money lent or obligations incurred by him or by any other person at the request of or for the benefit of, the Company or any of its subsidiary undertakings;
 - 104.3.2 the giving by the Company of any guarantee, security or indemnity to a third party in respect of a debt or obligation of the Company or any of its subsidiary undertakings for which he himself has assumed responsibility in whole or in part and whether alone or jointly with others under a guarantee or indemnity or by the giving of security;
 - 104.3.3 his subscribing or agreeing to subscribe for, or purchasing or agreeing to purchase, any Shares, debentures or other securities of the Company or any of its subsidiary undertakings as a holder of securities, or his being, or intending to become, a participant in the underwriting or sub-underwriting of an offer of any such Shares, debentures, or other securities by the Company or any of its subsidiary undertakings for subscription, purchase or exchange;
 - 104.3.4 any contract concerning any company (not being a company in which the Director owns one per cent or more (as defined in this Article)) in which he is interested, directly or indirectly, and whether as an officer, member, creditor or otherwise;
 - 104.3.5 any arrangement for the benefit of employees of the Company or any of its subsidiary undertakings under which he benefits in a similar manner as the employees and which does not accord to any Director as such any privilege or advantage not accorded to the employees to whom the arrangement relates;

- 104.3.6 any contract concerning any insurance which the Company is empowered to purchase or maintain for, or for the benefit of, any Directors or for persons who include Directors; or
- 104.3.7 any indemnity permitted by these Articles (whether in favour of the Director or others as well) against any costs, charges, expenses, losses and liabilities sustained or incurred by him as a Director or as a director of any of the Company's subsidiary undertakings, or any proposal to provide funds to meet any expenditure incurred or to be incurred by him in defending himself in any criminal or civil proceeding in connection with any alleged negligence, default, breach of duty or breach of trust by him in relation to the Company or any of its subsidiary undertakings, or any investigation, or action proposed to be taken, by a regulatory authority in that connection, or for the purposes of any application for relief under the Companies Act 2006, or in order to enable him to avoid incurring such expenditure.
- 104.4 A Director shall not vote on, or be counted in the quorum in relation to, any resolution of the Board concerning his own appointment, or the settlement or variation of the terms or the termination of his own appointment, as the holder of any office or place of profit with the Company or any company in which the Company is interested but, where proposals are under consideration concerning the appointment, or the settlement or variation of the terms or the termination of the appointment, of two or more Directors to offices or places of profit with the Company or any company in which the Company is interested, a separate resolution may be put in relation to each Director and in that case each of the Directors concerned shall be entitled to vote on and be counted in the quorum in relation to each resolution which does not concern either: (a) his own appointment or the settlement or variation of the terms or the termination of his own appointment; or (b) the appointment of another Director to an office or place of profit with a company in which the Company is interested and in which the Director seeking to vote or be counted in the quorum is interested by virtue of owning of one per cent or more (as defined in this Article).
- 104.5 A company shall be deemed to be a company in which a Director owns one per cent or more if and so long as he is directly or indirectly the holder of or beneficially interested in one per cent or more of any class of the equity share capital of such company or of the voting rights available to members of such company. For this purpose, there shall be disregarded any Shares held by a Director as bare or custodian trustee and in which he has no beneficial interest, any Shares comprised in a trust in which the Director's interest is in reversion or remainder (if and so long as some other person is entitled to receive the income from such trust) and any Shares comprised in an authorised unit trust scheme in which the Director is interested only as a unit holder.
- 104.6 Where a company in which a Director owns one per cent or more is materially interested in a contract, he shall also be deemed to be materially interested in that contract.
- 104.7 For the purposes of this Article, an interest of a person who is, for any purpose of the Statutes (excluding any statutory modification of it not in force when this Article becomes binding on the Company), connected with a Director shall be treated as an interest of the Director and, in relation to an alternate Director, an interest of his appointer shall be treated as an interest of the alternate Director without prejudice to any interest which the alternate Director has otherwise.

- 104.8 References in this Article to a contract include references to any proposed contract and to any transaction or arrangement whether or not constituting a contract.
- 104.9 If any question shall arise at any meeting of the Board as to the materiality of the interest of a Director (other than the chairperson of the meeting) or as to the entitlement of any Director (other than the chairperson of the meeting) to vote or be counted in the quorum and the question is not resolved by his voluntarily agreeing to abstain from voting or not to be counted in the quorum, the question shall be referred to the chairperson of the meeting and his ruling in relation to the Director concerned shall be conclusive except in a case where the nature or extent of his interest (so far as it is known to the Director) has not been fairly disclosed to the Board. If any question shall arise in respect of the chairperson of the meeting, the question shall be decided by resolution of the Board (for which purpose the chairperson shall be counted in the quorum but shall not vote on the matter) and the resolution shall be conclusive except in a case where the nature or extent of the interest of the chairperson of the meeting (so far as it is known to him) has not been fairly disclosed to the Board.
- 104.10 Subject to the Statutes and the Listing Rules (as they may be amended from time to time) of the UK Listing Authority, the Company may by ordinary resolution suspend or relax the provisions of this Article to any extent or ratify any contract not properly authorised by reason of a contravention of this Article.
- 105. CONFLICTS OF INTEREST REQUIRING BOARD AUTHORISATION**
- 105.1 The Board may, provided the quorum and voting requirements set out below are satisfied, authorise any matter that would otherwise involve a Director breaching his duty under the Companies Act 2006 to avoid conflicts of interest.
- 105.2 Any Director (including the Director concerned) may propose that the Director concerned be authorised in relation to any matter the subject of such a conflict. Such proposal and any authority given by the Board shall be effected in the same way that any other matter may be proposed to and resolved upon by the Board under the provisions of these Articles, except that the Director concerned and any other Director with a similar interest:
- 105.2.1 shall not count towards the quorum at the meeting at which the conflict is considered;
- 105.2.2 may, if the other members of the Board so decide, be excluded from any Board meeting while the conflict is under consideration; and
- 105.2.3 shall not vote on any resolution authorising the conflict except that, if he does vote, the resolution will still be valid if it would have been agreed to if his vote had not been counted.
- 105.3 Where the Board gives authority in relation to such a conflict:
- 105.3.1 the Board may (whether at the time of giving the authority or at any time or times subsequently) impose such terms upon the Director concerned and any other Director with a similar interest as it may determine, including, without limitation, the exclusion of that Director and any other Director with a similar interest from the receipt of information, or participation in discussion (whether at meetings of the Board or otherwise) related to the conflict;

- 105.3.2 the Director concerned and any other Director with a similar interest will be obliged to conduct himself in accordance with any terms imposed by the Board from time to time in relation to the conflict but will not be in breach of his duties as a Director by reason of his doing so;
- 105.3.3 the authority may provide that, where the Director concerned and any other Director with a similar interest obtains information that is confidential to a third party, the Director will not be obliged to disclose that information to the Company, or to use the information in relation to the Company's affairs, where to do so would amount to a breach of that confidence;
- 105.3.4 the authority may also provide that the Director concerned or any other Director with a similar interest shall not be accountable to the Company for any benefit that he receives as a result of the conflict;
- 105.3.5 the receipt by the Director concerned or any other Director with a similar interest of any remuneration or benefit as a result of the conflict shall not constitute a breach of the duty under the Companies Act 2006 not to accept benefits from third parties;
- 105.3.6 the terms of the authority shall be recorded in writing (but the authority shall be effective whether or not the terms are so recorded); and
- 105.3.7 the Board may withdraw the authority at any time.

DIRECTORS' GRATUITIES AND PENSIONS

106. DIRECTORS' GRATUITIES AND PENSIONS

- 106.1 The Board or any committee authorised by the Board may exercise all the powers of the Company to provide benefits, whether by the payment of gratuities, pensions, annuities, allowances, bonuses or by insurance or otherwise, for any Director or former Director who holds or who has held but no longer holds any executive office, other office, place of profit or employment with the Company or with any body corporate which is or has been a subsidiary undertaking of the Company or a predecessor in business of the Company or of any such subsidiary undertaking, and for any member of his family (including a spouse and a former spouse) or any person who is or was dependent on him, and may (as well before as after he ceases to hold such office, place of profit or employment) establish, maintain, support, subscribe to and contribute to any scheme, trust or fund for the benefit of all or any such persons and pay premiums for the purchase or provision of any such benefits. The Board or any committee authorised by the Board may procure any of these matters to be done by the Company either alone or in conjunction with any other person.
- 106.2 No Director or former Director shall be accountable to the Company or the members for any benefit provided pursuant to this Article and the receipt of any such benefit shall not disqualify any person from being or becoming a Director.

PROCEEDINGS OF THE BOARD

107. BOARD MEETINGS

The Board may meet for the despatch of business, adjourn and otherwise regulate its meetings as it thinks fit. A Director may, and the Secretary on the requisition of a Director shall, convene a meeting of the Board.

108. NOTICE OF BOARD MEETINGS

Notice of a Board meeting shall be deemed to be properly given to a Director if it is given to him personally or by word of mouth or sent in writing or in electronic form to him at his last known address or any other address given by him to the Company for this purpose. A Director may waive notice of any meeting either before or after the meeting.

109. VOTING

Questions arising at a meeting shall be decided by a majority of votes. In the case of an equality of votes, the chairperson shall not have a second or casting vote and the matter shall be deemed decided in the negative.

110. QUORUM

The quorum necessary for the transaction of the business of the Board may be fixed by the Board and unless so fixed at any other number shall be a majority of the Directors at any time in office. If the necessary quorum is not present within thirty minutes of the time at which the Directors' meeting was due to start, or if during the meeting a quorum ceases to be present, the meeting shall be adjourned for the consideration of the same business until the same time and place on the day that is the third day after such meeting when those Directors present (being at least two) shall constitute quorum. Subject to these Articles, any Director who ceases to be a Director at a Board meeting may continue to be present and to act as a Director and be counted in the quorum until the termination of the Board meeting if no other Director objects and if otherwise a quorum of Directors would not be present.

111. BOARD VACANCIES BELOW MINIMUM NUMBER

The continuing Directors or a sole continuing Director may act notwithstanding any vacancies on the Board, but, if the number of Directors is less than the minimum number fixed by or in accordance with these Articles, the continuing Directors or Director may act only for the purpose of filling vacancies on the Board or of convening a general meeting of the Company. If there are no Directors or Director able or willing to act, any two members may call a general meeting of the Company for the purpose of appointing Directors.

112. APPOINTMENT OF CHAIRPERSON

The Board may appoint a Director to be the chairperson of the Board and may at any time remove him from that office. Unless he is unwilling to do so, the Director so appointed shall preside at every meeting of the Board at which he is present. But if there is no Director holding that office, or if the Director holding it is unwilling to preside or is not present within five minutes after the time appointed for the meeting, the Directors present may appoint one of their number to be chairperson of the meeting.

113. COMPETENCE OF THE BOARD

A meeting of the Board at which a quorum is present shall be competent to exercise all powers, authorities and discretions for the time being vested in or exercisable by the Board.

114. PARTICIPATION IN MEETINGS BY TELEPHONE

All or any of the members of the Board or of any committee of the Board may participate in a meeting of the Board or that committee by means of a conference telephone or any communication equipment that allows all persons participating in the meeting to hear and speak to each other. A person so participating shall be deemed to be present in person at the meeting and shall be entitled to vote or be counted in a quorum accordingly. Such a meeting shall be deemed to take place where the largest group of those participating is assembled, or, if there is no such group, where the chairperson of the meeting is and shall be deemed to be a meeting even if there is only one person physically present where it is deemed to take place.

115. WRITTEN RESOLUTIONS

115.1 A resolution in writing signed by all the Directors entitled to receive notice of a meeting of the Board (if that number is sufficient to constitute a quorum) or by all the members of a committee of the Board shall be as valid and effectual as if it had been passed at a meeting of the Board or that committee duly convened and held and may be contained in one document (or in several documents in all substantial respects in like form) each signed by one or more of the Directors or members of that committee. Any such document may be constituted by letter or (provided it is in writing) in electronic form or otherwise as the Board may from time to time approve.

116. COMPANY BOOKS

116.1 The Board shall cause minutes to be made in books kept for the purpose of recording:

116.1.1 all appointments of officers made by the Board;

116.1.2 all proceedings at meetings of the Company, of the holders of any class of Shares and of the Board and of committees of the Board, including the names of the Directors or members of a committee of the Board present at each such meeting.

116.2 Subject to the Statutes, any such minutes, if purporting to be signed by the chairperson of the meeting at which the appointments were made or proceedings held or by the chairperson of the next succeeding meeting, shall be sufficient evidence of the facts stated in them without any further proof.

117. VALIDITY OF ACTS OF THE BOARD OR A COMMITTEE

All acts done by the Board or by a committee of the Board, or by a person acting as a Director or member of a committee of the Board shall, notwithstanding that it is afterwards discovered that there was some defect in the appointment of any Director, member of a committee of the Board, or person acting as a Director, or that any of them were disqualified from holding office, or had vacated office, or were not entitled to vote, be as valid as if each such person had been duly appointed and was qualified and had continued to be a Director or member of the committee and had been entitled to vote.

COMPANY SECRETARY

118. APPOINTMENT AND REMOVAL OF COMPANY SECRETARY

- 118.1 Subject to the Statutes, the Secretary shall be appointed by the Board at such remuneration and upon such terms as it thinks fit. If thought fit, two or more persons may be appointed as joint Secretaries with the power to act jointly and severally. Any Secretary so appointed may be removed by the Board.
- 118.2 The Board may from time to time appoint an assistant or deputy secretary who, during such time as there may be no Secretary or no Secretary capable of acting, may act as Secretary and do any act authorised or required by these Articles or by law to be done by the Secretary. The signature of any document as Secretary by such assistant or deputy secretary shall be conclusive evidence (without invalidating that signature for any purpose) that at the time of signature there was no Secretary or no Secretary capable of acting.

THE SEAL

119. USE OF SEAL

The Seal shall only be used by the authority of the Board or of a committee authorised by the Board in that behalf. The Board or any such committee may determine who shall sign any instrument to which the Seal is affixed and unless otherwise so determined it shall be signed by one Director and the Secretary or by two Directors, and any instrument to which the Seal is applied need not, unless the Board for the time being otherwise decides or the law otherwise requires, be signed by any person.

DIVIDENDS

120. COMPANY MAY DECLARE DIVIDENDS

Subject to the Statutes, the Company may by ordinary resolution declare dividends in accordance with the respective rights of the members, but no dividend shall exceed the amount recommended by the Board. Subject to the Statutes, any determination by the Board of the amount of profits at any time available for distribution shall be conclusive.

121. BOARD MAY PAY INTERIM DIVIDENDS AND FIXED DIVIDENDS

Subject to the Statutes, the Board may pay interim dividends if it appears to the Board that they are justified by the financial position of the Company. If the share capital of the Company is divided into different classes, the Board may pay interim dividends on Shares which confer deferred or non-preferred rights to dividends as well as on Shares which confer preferential or special rights to dividends, but no interim dividend shall be paid on Shares carrying deferred or non-preferred rights if, at the time of payment, any preferential dividend is in arrears. The Board may also pay at intervals settled by it any dividend payable at a fixed date if it appears to the Board that the financial position of the Company justifies the payment. If the Board acts in good faith, it shall not incur any liability to the holders of Shares conferring preferred rights for any loss which they may suffer by reason of the lawful payment of an interim dividend on any Shares having deferred or non-preferred rights.

122. CALCULATION AND CURRENCY OF DIVIDENDS

- 122.1 Except in so far as the rights attaching to any Share otherwise provide, all dividends shall be declared and paid according to the amounts paid up on the Shares on which the dividend is paid, but (for the purposes of this Article only) no amount paid up on a Share in advance of calls shall be treated as paid up on the Share. All dividends shall be apportioned and paid proportionately to the amounts paid up on the Shares during any portion or portions of the period in respect of which the dividend is paid; but, if any Share is issued on terms providing that it shall rank for dividend as from a particular date, that Share shall rank for dividend accordingly.
- 122.2 Dividends may be declared or paid in any currency and the Board may agree with any member that dividends which may at any time or from time to time be declared or become due on his Shares in one currency shall be paid or satisfied in another, and may agree the basis of conversion to be applied and how and when the amount to be paid in the other currency shall be calculated and paid and for the Company or any other person to bear any costs involved.

123. WAIVER OF DIVIDENDS

The waiver in whole or in part of any dividend on any Share by any document (whether or not under seal) shall be effective only if such document is signed by the relevant member (or the person becoming entitled by transmission to the Share) and delivered to the Company and if or to the extent that it is accepted as such or acted upon by the Company.

124. NON-CASH DIVIDENDS

A general meeting declaring a dividend may, upon the recommendation of the Board, by ordinary resolution direct that it shall be satisfied wholly or partly by the distribution of assets and, in particular, of paid-up Shares or debentures of any other company and, where any difficulty arises concerning such distribution, the Board may settle it as the Board thinks expedient and in particular may issue fractional certificates and, authorise and instruct any person to sell and transfer any fractions or may ignore fractions altogether, and may fix the value for distribution of any assets and may determine that cash shall be paid to any member upon the basis of the value so fixed in order to secure equality of distribution and may vest any assets to be distributed in trustees as the Board may consider expedient.

125. RIGHT TO DEDUCT A MOUNTS DUE ON SHARES FROM DIVIDENDS

The Board may deduct from any dividend or other monies payable in respect of a Share to a member all sums of money (if any) presently payable by him to the Company on account of calls or otherwise in respect of Shares of the Company.

126. NO INTEREST ON DIVIDENDS

No dividend or other monies payable in respect of a Share shall bear interest against the Company unless otherwise provided by the rights attached to the Share.

127. PAYMENT PROCEDURE

- 127.1 All dividends and interest shall belong and be paid (subject to any lien of the Company) to those entitled members whose names shall be on the Register at the date at which such dividend shall be declared or at the date on which such interest shall be payable respectively, or at such other date as the Company by ordinary resolution or the Board may determine notwithstanding any subsequent transfer or transmission of Shares.
- 127.2 The Company may pay any dividend, interest or other monies payable in cash in respect of Shares by direct debit, bank transfer, cheque, dividend warrant, money order or by any other method (including by electronic means) as the Board may consider appropriate. For Uncertificated Shares, any payment may be made by means of the Relevant System (subject always to the facilities and requirements of the Relevant System) and such payment may be made by the Company or any person on its behalf by sending an instruction to the Operator of the Relevant System to credit the cash memorandum account of the holder or joint holders of such Shares or, if permitted by the Company, of such person as the holder or joint holders may in writing direct.
- 127.3 Every such cheque, warrant or order shall be made payable to the person to whom it is sent, or to such other person as the holder or the joint holders may in writing direct, and may be sent by post or equivalent means of delivery directed to the registered address of the holder or, in the case of joint holders, to the registered address of the joint holder whose name stands first in the Register, or to such person and to such address as the holder or joint holders may in writing direct.
- 127.4 Every such payment made by direct debit or bank transfer shall be made to the holder or joint holders or to or through such other person as the holder or joint holders may in writing direct.
- 127.5 The Company shall not be responsible for any loss of any such cheque, warrant or order and any payment made in any manner permitted by these Articles shall be at the sole risk of the holder or joint holders. Without prejudice to the generality of the foregoing, if any such cheque, warrant or order has been, or is alleged to have been, lost, stolen or destroyed, the Board may, on request of the person entitled thereto, issue a replacement cheque, warrant or order subject to compliance with such conditions as to evidence and indemnity and the payment of out of pocket expenses of the Company in connection with the request as the Board may think fit.
- 127.6 The issue of such cheque, warrant or order, the collection of funds from or transfer of funds by a bank in accordance with such direct debit or bank transfer, or in accordance with the facilities and requirements of the Relevant System concerned, shall be a good discharge to the Company.

128. RECEIPT BY JOINT HOLDERS

If several persons are registered as joint holders of any Share, either of them may give effectual receipts for any dividend monies payable in respect of the Share.

129. WHERE PAYMENT OF DIVIDENDS NEED NOT BE MADE

The Company may cease to send any cheque or warrant through the post or to effect payment by any other means for any dividend or other monies payable in respect of a Share which is normally paid in that manner on that Share if in respect of at least two consecutive dividends payable on that Share payment, through no fault of the Company, has not been effected (or, following one such occasion, reasonable enquiries have failed to establish any new address of the holder) but, subject to these Articles, the Company shall recommence payments in respect of dividends or other monies payable on that Share by that means if the holder or person entitled by transmission claims the arrears of dividend and does not instruct the Company to pay future dividends in some other way.

130. UNCLAIMED DIVIDENDS

All dividends, interest or other sums payable unclaimed for one year after having become due for payment may be invested or otherwise made use of by the Board for the benefit of the Company until claimed. The retention by the Company of, or payment into a separate account of, any unclaimed dividend or other monies payable on or in respect of a Share into a separate account shall not constitute the Company a trustee in respect of it. Any dividend, interest or other sum unclaimed after a period of 12 years from the date when it became due for payment shall be forfeited and shall revert to the Company.

CAPITALISATION OF PROFITS

131. CAPITALISATION OF PROFITS

131.1 Upon the recommendation of the Board, the Company may pass an ordinary resolution to the effect that it is desirable to capitalise all or any part of any undivided profits of the Company not required for paying any preferential dividend (whether or not they are available for distribution). The Board is generally and unconditionally authorised to capitalise or all or any part of any sum standing to the credit of any reserve or fund (whether or not available for distribution).

131.2 Subject as provided below, the Board may appropriate the sum resolved to be capitalised to the members who would have been entitled to it if it were distributed by way of dividend and in the same proportions and apply such sum on their behalf either in or towards paying up the amounts, if any, for the time being unpaid on any Shares held by them respectively, or (subject to approval by ordinary resolution and to any subsisting special rights previously conferred on any Shares or class of Shares) in paying up in full unissued Shares of any class or debentures of the Company of a nominal amount equal to that sum, and allot the Shares or debentures credited as fully paid to those members, or as they may direct, in those proportions, or partly in one way and partly in the other provided that:

131.2.1 the Company shall for the purposes of this Article be deemed to be such a member in relation to any Shares held as treasury shares which, if not so held, would have ranked for any such distribution by way of dividend, but only insofar as the appropriated sum is to be applied in paying up in full unissued Shares; and

131.2.2 the share premium account, the capital redemption reserve, and any reserve or fund representing profits which are not available for distribution may only be applied in paying up in full unissued Shares.

- 131.3 The Board may authorise any person to enter on behalf of all the members concerned into an agreement with the Company providing for the allotment to them respectively, credited as fully paid, of any Shares or debentures to which they are entitled upon such capitalisation and any matters incidental thereto, any agreement made under such authority being binding on all such members.
- 131.4 If any difficulty arises concerning any distribution of any capitalised reserve or fund, the Board may subject to the Statutes settle it as the Board considers expedient and in particular may issue fractional certificates, authorise any person to sell and transfer any fractions or resolve that the distribution should be made as nearly as practicable in the correct proportion or may ignore fractions altogether, and may determine that cash payments shall be made to any members in order to adjust the rights of all parties as the Board considers expedient.
- 131.5 Where, pursuant to an employees' share scheme, the Company has granted options to subscribe for Shares on terms which provide (inter alia) for adjustments to the subscription price payable on the exercise of such options or to the number of Shares to be allotted upon such exercise in the event of any increase or reduction in, or other reorganisation of, the Company's issued share capital and an otherwise appropriate adjustment would result in the subscription price for any Share being less than its nominal value, then, subject to and in accordance with the provisions of the Statutes, the Board may, on the exercise of any of the options concerned and payment of the subscription which would have applied had such adjustment been made, capitalise any such profits or other sum as is mentioned in Article 132 to the extent necessary to pay up the unpaid balance of the nominal value of the Shares which fall to be allotted on the exercise of such options and apply such amount in paying up such balance and allot Shares fully paid accordingly. The other provisions of this Article 132 shall apply mutatis mutandis to any such capitalisation except that the authority of an ordinary resolution of the Company shall not be required.

AUTHENTICATION OF DOCUMENTS

132. AUTHENTICATION OF DOCUMENTS

Any Director or the Secretary or any person appointed by the Board for the purpose shall have power to authenticate any documents or other information affecting the Constitution and any resolutions passed by the Company or the Board or any committee and any books, records, accounts, documents and other communications relating to the business of the Company and to certify copies or extracts as true copies or extracts. Anything purporting to be a copy of a resolution, or an extract from the minutes of a meeting, of the Company, the Board or any committee which is certified as such in accordance with this Article shall be conclusive evidence in favour of all persons dealing with the Company upon the faith of such copy that such resolution has been duly passed or, as the case may be, that such minute or extract is a true and accurate record of proceedings at a duly constituted meeting.

RECORD DATES

133. POWER TO CHOOSE RECORD DATE

- 133.1 Notwithstanding any other provision of these Articles, the Company or the Board may fix any date as the record date for any dividend, distribution, allotment or issue and such record date may be on or at any time before or after any date on which the dividend, distribution, allotment or issue is declared, paid or made.
- 133.2 The Board may fix in advance a date as the record date to determine the members entitled to notice of or to vote at a general meeting.
- 133.3 If no such record date is fixed, the record date shall be the date on which notice of the meeting is sent or the date. A determination of members entitled to vote at any meeting of members in accordance with this Article, shall apply to any adjournment thereof.

ACCOUNTS AND OTHER RECORDS

134. RECORDS TO BE KEPT

The Board shall cause accounting records to be kept sufficient to give a true and fair view of the Company's state of affairs and to comply with the Statutes.

135. COPY OF ACCOUNTS TO BE SENT TO MEMBERS

A copy of every profit and loss account and balance sheet, including all documents required by law to be annexed to the balance sheet which is to be laid before the Company in general meeting, together with copies of the Directors' and of the Auditors' reports (or such other documents which may be required or permitted by law to be sent in their place) shall not less than 21 clear days before the date of the meeting be sent or supplied in any manner permitted by these Articles to every member (whether or not he is entitled to receive notices of general meetings of the Company), and to every holder of debentures of the Company (whether or not he is so entitled), and to the Auditors provided that if the Company is permitted by law to send or supply to any member, to any holder of debentures of the Company or to the Auditors any summary financial statement in place of all or any of such profit and loss account and balance sheet or other documents, this Article shall impose no greater obligation on the Company than that imposed by law; but this Article shall not require a copy of those documents to be sent or supplied to any member or holder of debentures of whose address the Company is unaware or to more than one of the joint holders of any Shares or debentures.

136. INSPECTION OF RECORDS

No member in his capacity as a member shall have any right of inspecting any record, book or document of any description belonging to the Company except as conferred by the Statutes or authorised by the Board or by ordinary resolution of the Company.

137. DESTRUCTION OF DOCUMENTS

137.1 Subject to compliance with the system's rules, the Company may destroy:

137.1.1 any instrument of transfer of Shares and any other document on the basis of which an entry is made in the Register, at any time after the expiration of six years from the date of registration;

137.1.2 any instruction concerning the payment of dividends or other monies in respect of any Share or any notification of change of name or address, at any time after the expiration of two years from the date the instruction or notification was recorded; and

137.1.3 any share certificate which has been cancelled, at any time after the expiration of one year from the date of cancellation;

provided that the Company may destroy any such type of document after such shorter period as the Board may determine if a copy of such document is retained on microfilm or by other similar means and is not destroyed earlier than the original might otherwise have been destroyed in accordance with this Article.

137.2 It shall conclusively be presumed in favour of the Company that every instrument of transfer so destroyed was a valid and effective instrument duly and properly registered and that every share certificate so destroyed was a valid and effective document duly and properly cancelled and that every other document so destroyed was a valid and effective document in accordance with its particulars recorded in the books or records of the Company provided that:

137.2.1 this Article shall apply only to the destruction of a document in good faith and without express notice that its retention was relevant to any claim (regardless of the parties to the claim);

137.2.2 nothing contained in this Article shall be construed as imposing upon the Company any liability in respect of the destruction of any such document earlier than the times referred to in this Article or in any case where the conditions of this Article are not fulfilled; and

137.2.3 references in this Article to the destruction of any document or thing include references to its disposal in any manner.

137.3 References in this Article 138 shall include, in relation to Uncertificated Shares, instructions and/or notifications made in accordance with the Relevant System relating to the transfer of such Shares.

COMMUNICATIONS

138. FORM OF COMMUNICATIONS

138.1 Except to the extent that these Articles provide otherwise, and subject to compliance with the Statutes, anything sent or supplied by or to any person, including the Company, under these Articles may be sent or supplied, whether or not because the Statutes require it to be sent or supplied, in any way (including, except in the case of anything supplied to the Company, by making it available on a website) in which documents or information required to be sent or supplied may be sent or supplied by or to that person in accordance with the Companies Act 2006.

- 138.2 Except insofar as the Statutes require otherwise, the Company shall not be obliged to accept any notice, document or other information sent or supplied to the Company in electronic form unless it satisfies such stipulations, conditions or restrictions (including for the purpose of authentication) as the Board thinks fit, and the Company shall be entitled to require any such notice, document or information to be sent or supplied in hard copy form instead.
- 138.3 Where a notice or document to be sent, delivered or served to or on a member relates to Uncertificated Shares, the Company can send, deliver or serve any such notice or other document to or on a member through a Relevant System.
- 138.4 Any notice, document or other communication (including copies of accounts or summary financial statements) to be given to or by any person pursuant to these Articles (other than a notice calling a Board meeting) shall be in writing except that, if it is in electronic form, it need not be in writing unless these Articles specifically require it to be.
- 138.5 Subject to the Statutes, the Board may from time to time issue, endorse or adopt terms and conditions relating to the use of electronic means under these Articles.
- 138.6 Nothing in these Articles shall prevent the Company from sending or supplying any notice, document or information in hard copy form instead of in electronic form on any occasion.

139. COMMUNICATION WITH JOINT HOLDERS

In the case of joint holders of a Share, all notices, documents or other information shall be given to the joint holder whose name stands first in the Register in respect of the joint holding and shall be deemed to have been given to both the joint holders. Any agreement by that holder that notices, documents and other information may be sent or supplied in electronic form or by being made available on a website shall be binding on all the joint holders.

140. COMMUNICATION WITH OVERSEAS MEMBERS

A member whose registered address is not within the United Kingdom and who notifies the Company of an address within the United Kingdom at which documents or information may be supplied to him shall be entitled to have such things supplied to him at that address, but otherwise no such member shall be entitled to receive any document or information from the Company. Such address may, at the Board's discretion, be an electronic address but the Board may at any time without prior notice (and whether or not the Company has previously sent or supplied any documents or information in electronic form to that electronic address) refuse to send or supply any documents or information to that electronic address if it believes that its refusal is necessary or expedient in relation to any legal or practical problems under the laws of, or the requirements of any regulatory body or stock exchange or other authority in, any territory, or that for any other reason it should not send or supply any documents or information to that electronic address.

141. COMMUNICATION WITH PERSON ENTITLED BY TRANSMISSION

Where a person is entitled by transmission to a Share, any notice, document or other information may be sent or supplied to him by the Company in any manner in which might have been sent or supplied to the holder if that person had not become so entitled, and as if that person's address were that noted in the Register as the holder's registered address or were the electronic address (if any) specified by the holder. Otherwise, any notice, document or other information sent or supplied to any member pursuant to these Articles shall, notwithstanding that the member is then dead or bankrupt or that any other event giving rise to the transmission of the Share by operation of law has occurred and whether or not the Company has notice of the death, bankruptcy or other event, be deemed to have been properly sent or supplied in respect of any Share registered in the name of that member as sole or joint holder.

142. WHEN NOTICE DEEMED SERVED

142.1 Any notice, document or other information:

142.1.1 if sent by the Company by post or other delivery service shall be deemed to have been received on the day (whether or not it is a working day) following the day (whether or not it was a working day) on which it was put in the post or given to the delivery agent and, in proving that it was duly sent, it shall be sufficient to prove that the notice, document or information was properly addressed, prepaid and put in the post or duly given to the delivery agent;

142.1.2 if sent by the Company by electronic means in accordance with the Statutes shall be deemed to have been received on the same day that it was sent, and proof that it was sent in accordance with guidance issued by the Institute of Chartered Secretaries and Administrators shall be conclusive evidence that it was sent;

142.1.3 if sent by the Company by means of a Relevant System shall be deemed to have been received when the Company or any sponsoring system participant acting on its behalf sends the issuer-instruction relating to the notice, document or other information;

142.1.4 if made available on a website in accordance with the Statutes shall be deemed to have been received when notification of its availability on the website is deemed to have been received or, if later, when it is first made available on the website;

142.1.5 not sent by post or other delivery service but delivered personally or left by the Company at the address for that member on the Register shall be deemed to have been received on the day (whether or not it was a working day) and at the time it was so left;

142.1.6 sent or delivered by a relevant system shall be deemed to have been received when the Company (or a sponsoring system-participant acting on its behalf) sends the issuer instructions relating to the notice, document or information;

142.1.7 sent or supplied by the Company by any other means agreed by the member concerned shall be deemed to have been received when the Company has duly performed the action it has agreed to take for that purpose; and

142.1.8 to be given by the Company by advertisement shall be deemed to have been received on the day on which the advertisement appears.

143. RECORD DATE

Any notice, document or information may be sent or supplied by the Company by reference to the Register as it stands at any time not more than 21 days before the day it was sent or supplied. No change in the Register after that time shall invalidate the delivery of that notice, document or information, and every person not on the Register in relation to a particular Share at that time who derives any title or interest in the Share shall be bound by the notice, document or information without the Company being obliged to send or supply it to that person.

144. LOSS OF ENTITLEMENT TO RECEIVE COMMUNICATIONS

If on two consecutive occasions notices, documents or information have been sent to any member at the registered address or his address (including an electronic address) for the service of notices but, through no fault of the Company, have been undelivered, such member shall not from then on be entitled to receive notices, documents or other information from the Company until he has notified to the Company in writing a new address within the United Kingdom to be either his registered address or his address (including an electronic address) for the service of notices.

WINDING-UP

145. DISTRIBUTION IN KIND

If the Company commences liquidation, the liquidator may, with the sanction of a special resolution of the Company and any other sanction required by law:

145.1.1 divide among the members in kind the whole or any part of the assets of the Company (whether the assets are of the same kind or not) and may, for that purpose, value any assets and determine how the division shall be carried out as between the members or different classes of members or otherwise as the resolution may provide; or

145.1.2 vest the whole or any part of the assets in trustees upon such trusts for the benefit of the contributories as the liquidator, with the like sanction, shall determine,

but no member shall be compelled to accept any assets upon which there is a liability.

INDEMNITY

146. INDEMNITY AND PROVISION OF FUNDS

Subject to, and to the extent not avoided by, the Statutes but without prejudice to any indemnity to which he may otherwise be entitled:

146.1.1 any person who is or was at any time a Director, Secretary or other officer (unless the office is or was as Auditor) of the Company or of any of its subsidiary undertakings may be indemnified out of the assets of the Company to whatever extent the Board may determine against any costs, charges, expenses, losses and liabilities sustained or incurred by him in the actual or purported execution of his duties or in the exercise or purported exercise of his powers or otherwise in connection with his office, whether or not sustained or incurred in connection with any negligence, default, breach of duty or breach of trust by him in relation to the Company or the relevant subsidiary undertaking; and

146.1.2 the Board shall have power to provide funds to meet any expenditure incurred or to be incurred by any such person in defending himself in any criminal or civil proceeding in connection with any alleged negligence, default, breach of duty or breach of trust by him in relation to the Company or any of its subsidiary undertakings, or any investigation, or action proposed to be taken, by a regulatory authority in that connection, or for the purposes of any application under the Companies Act 2006, or in order to enable him to avoid incurring any such expenditure.

147. POWER TO INSURE

The Board may purchase and maintain insurance at the expense of the Company for the benefit of any person who is or was at any time a Director or other officer (unless the office is or was as Auditor) or employee of the Company or of any subsidiary undertaking of the Company or of any body corporate in which the Company has an interest (whether direct or indirect) or who is or was at any time a trustee of any pension fund or employee benefits trust in which any employee of the Company or of any such subsidiary undertaking or body corporate is or has been interested, indemnifying such person against any liability which may attach to him, and any loss or expenditure which he may incur, in relation to anything actually or allegedly done or omitted to be done by him as a Director, officer, employee or trustee, whether or not it involves any negligence, default, breach of duty or breach of trust by him in relation to the Company or the relevant undertaking, body corporate, fund or trust.

MANDATORY OFFER PROVISIONS

148. MANDATORY OFFER

148.1 Save as otherwise permitted in compliance with any agreement to which the Company and any member is a party, a person (other than a Depositary) must not:

148.1.1 effect or purport to effect a Prohibited Acquisition (as defined in Article 148.8); or

148.1.2 except as a result of a Permitted Acquisition:

- (a) whether by a series of transactions over a period of time or not, acquire an interest in Shares which (on their own or taken together with Shares in which persons determined by the Board to be acting in concert with the relevant persons are interested) carry 30% or more of the voting rights of the Company; or

(b) where the person (alone or together with persons determined by the Board to be acting in concert with the relevant person) is interested in Shares that in aggregate carry not less than 30% but not more than 50% of the voting rights of the Company, acquire, whether singly or with persons determined by the Board to be acting in concert with the person, an interest in any other Shares that (on their own taken or together with any interests in Shares held by persons determined by the Board to be acting in concert with the person) increases the percentage of Shares carrying voting rights in which the person is interested,

(each of (a) and (b) a "Limit").

148.2 Where any person (other than a Depositary) breaches any Limit, except as a result of a Permitted Acquisition, or becomes interested in any Shares as a result of a Prohibited Acquisition, that person is in breach of these Articles.

148.3 Where the Board has reason to believe that any Limit is or may be breached or any Prohibited Acquisition has been or may be effected it may require any member or any other person (other than, in each case, a Depositary in its capacity as a Depositary) to provide details of: (i) any persons acting in concert with such member or other person; (ii) any interests in Shares of such member or other person (or any persons acting in concert with them); and (iii) any other information, as in each case the Board considers appropriate to determine any of the matters under this Article 148.

148.4 Where the Board determines (at any time and without any requirement to have first exercised any of its rights under Article 148.3) that any Limit is breached (and, in the case of a breach of a Limit that is capable of becoming a Permitted Acquisition in accordance with the provisions of Article 148.8.3, at any time that such acquisition has not become a Permitted Acquisition) or any Prohibited Acquisition has been effected (or is purported) by any person (such person, together with any persons determined by the Board to be acting in concert with the person, being "**Breaching Persons**"), the Board may do all or any of the following:

148.4.1 require any member or person appearing or purporting to be interested in any Shares of the Company or any other person (other than, in each case, a Depositary in its capacity as Depositary) to provide such information as the Board considers appropriate to determine any of the matters under this Article 148 (including, without limitation, information regarding (i) any persons acting in concert with such member or other person, and (ii) any interests in Shares of such member (or other person or any persons acting in concert with any of them);

148.4.2 have regard to such public filings as it considers appropriate to determine any of the matters under this Article 148;

148.4.3 make such determinations under this Article 148 as it thinks fit, either after calling for submissions from affected members or other persons or without calling for such submissions;

148.4.4 determine that members shall not be entitled in respect of any Shares held by or on behalf of the Breaching Persons, or which the Breaching Persons are interested, in breach of this Article 148 (together the "Relevant Shares") to be present or to vote or procure or instruct another person to vote (in each case either in person or by proxy) at a general meeting or at a separate meeting of the holders of a class of Shares shall be disregarded;

148.4.5 determine that any dividend or other distribution (or any part of a dividend or other distribution) or other amount payable in respect of the Relevant Shares shall be withheld by the Company, which shall have no obligation to pay interest on it, and that the relevant member shall not be entitled to elect to receive Shares instead of a dividend (to the extent otherwise permitted);

148.4.6 determine that no transfer of any certificated Relevant Shares (other than any Relevant Shares held by a Depositary in its capacity as Depositary) to or from a Breaching Person shall be registered; and

148.4.7 take such other action as it thinks fit for the purposes of this Article 148 including:

- (a) prescribing rules (not inconsistent with this Article 148);
- (b) setting deadlines for the provision of information;
- (c) drawing adverse inferences where information requested is not provided;
- (d) making determinations or interim determinations;
- (e) appointing an expert to advise the Board on any issues arising from this Article 148, including any questions of interpretation;
- (f) executing documents on behalf of a member (other than where the member is a Depositary);
- (g) converting any Relevant Shares held in uncertificated form into certificated form or vice versa;
- (h) paying costs and expenses out of proceeds of sale; and
- (i) charging any decision or determination or rule previously made.

148.5 For the purposes of enforcing the sanction in Article 148.4.6, the Board may give notice to the relevant member and/or Breaching Person requiring the member and/or Breaching Person to change the Relevant Shares held in uncertificated form into certificated form by the time stated in the notice. The notice may also state that the member and/or Breaching Person may not change any Relevant Shares held in certificated form to uncertificated form. If the member and/or Breaching Person does not comply with the notice, the Board may require the Operator to convert Relevant Shares held in uncertificated form into certificated form in the name and on behalf of the relevant member and/or Breaching Person in accordance with the Uncertificated Securities Rules or a Depositary to convert such number of Relevant Shares into certificated form in the name and on behalf of the member and/or Breaching Person in question.

- 148.6 Where any Relevant Shares are held by a Depositary (in its capacity as a Depositary), the provisions of this Article 148 shall be treated as applying only to such Relevant Shares held by a Depositary on behalf of Breaching Persons and not to any other Shares held by the relevant Depositary.
- 148.7 No Depositary shall be in breach of Article 148.1 or 148.2 or be a Breaching Person solely as a result of holding any Shares (or interests in Shares) in its capacity as Depositary provided that any Shares held by any such Depositary (or in which such Depositary is interested) may still be Relevant Shares. Notwithstanding the preceding sentence, all interests in Shares held by or on behalf of persons other than a Depositary with respect to Shares (or interests in Shares) held by such Depositary shall be taken into account for all purposes of this Article.
- 148.8 For the purposes of this Article, an acquisition is a “**Permitted Acquisition**” or, in the case of Article 148.8.3, an acquisition will become a Permitted Acquisition upon completion of the making and implementation of a Mandatory Offer in accordance with, and compliance with the provisions of Article 148.8.3 if:
- 148.8.1 the Board consents in advance to the acquisition or the acquisition is pursuant to an offer made by or on behalf of the acquirer that is recommended by the Board; or
- 148.8.2 the acquisition is made as a result of a voluntary offer made and implemented (save to the extent that the Board determines otherwise):
- (a) for all of the issued Shares (except not necessarily for those already held by the acquirer);
 - (b) in cash (or accompanied by a full cash alternative), and
 - (c) otherwise in accordance with the provisions of the Takeover Code (as if the Takeover Code applied to the Company); or
- 148.8.3 the acquisition is made pursuant to a single transaction which causes a breach of a Limit (otherwise than as a result of an offer) and provided that:
- (a) no further acquisitions are made by the acquirer (or any person determined by the Board to be acting in concert with the acquirer) other than (i) pursuant to a Mandatory Offer made in accordance with Article 148.8.3(b); or (ii) Permitted Acquisitions under Articles 148.8.1, 148.8.4 or 148.8.5, provided that no such further acquisition (other than pursuant to a Mandatory Offer made in accordance with Article 148.8.3(b) shall be or become, in any event, a Permitted Acquisition under this Article 148.8.3; and

- (b) the acquirer makes, within seven days of such breach, and does not subsequently withdraw, an offer which, except to the extent the Board determines otherwise, is made and implemented in accordance with Rule 9 and the other relevant provisions of the Takeover Code (as if so applied to the Company) (a "**Mandatory Offer**"), and, for the avoidance of doubt, acquisitions pursuant to a Mandatory Offer shall (subject to compliance with the other provisions of this Article 148.8.3) also be Permitted Acquisitions; or

148.8.4 the acquisition was approved previously by an ordinary resolution passed by a general meeting if no votes are cast in favour of the resolution by or, in the case of shares held by a Depository for the person in question, at the direction of:

- (a) the person proposing to make the acquisition and any persons determined by the Board to be acting in concert with the person; or
- (b) the persons (if any) from whom the acquirer (together with persons determined by the Board to be acting in concert with the acquirer) has agreed to acquire Shares or interests in Shares or has otherwise obtained an irrevocable commitment in relation to the acquisition of Shares by the acquirer or any persons determined by the Board to be acting in concert with the acquirer; or

148.8.5 there is an increase in the percentage of the voting rights attributable to an interest in Shares held by a person determined by the Board to be acting in concert with the acquirer and such an increase would constitute a breach of any Limit where such increase results from the Company redeeming or purchasing its own Shares or interests in Shares.

148.9 Unless the Board determines otherwise, in the case of a Permitted Acquisition, pursuant to Article 148.8.1, 148.8.2 or 148.8.3 above, an offer must also be made in accordance with Rules 14, if applicable, and Rule 15 of the Takeover Code (as if Rules 14 and 15 applied to the Company).

148.10 Unless: (a) the acquisition is a Permitted Acquisition, or (b) the Board determines otherwise, an acquisition of an interest in Shares is a "**Prohibited Acquisition**" if Rules 4 (Restrictions on dealings), 5 (Timing, restrictions on acquisitions), 6 (Acquisitions resulting in an obligation to offer a minimum level of consideration), 8.1 (Disclosure by an Offeror), 8.4 (Disclosure by Concert Parties) or 11 (Nature of consideration to be offered) of the Takeover Code would in whole or part apply if the Company were subject to the Takeover Code and the acquisition of such interest in shares were made (or, if not yet made, would, if and when made, be) in circumstances involving a breach of, or a failure to comply with, Rules 4, 5, 6, 8.1, 8.4 or 11 of the Takeover Code.

- 148.11 The Board has full authority to determine the application of this Article 148 including as to the deemed application of relevant parts of the Takeover Code (as if it applied to the Company). Such authority shall include all discretion vested in the Takeover Panel (as if the Takeover Code applied to the Company). Any resolution or determination of, or decision or exercise of any discretion or power by, the Board acting in good faith and on such grounds as the Board shall consider reasonable shall be conclusive and binding on all persons concerned and shall not be open to challenge, whether as to its validity or otherwise on any ground whatsoever and, in the absence of fraud, the Board shall not owe any duty of care to or have any liability to any person in respect of any cost, loss or expense as a result of any such resolution, determination, decision or exercise of any discretion or power. The Board shall not be required to provide any reasons for any decision, determination, resolution or declaration taken or made in accordance with this Article 148.
- 148.12 At all times when the Company is in an offer period pursuant to Article 148.8.3, each member (other than a Depositary) shall comply with the disclosure obligations set out in Rule 8 of the Takeover Code as if Rule 8 applied to the Company, provided that members shall make any required disclosures to the Board on a private basis.
- 148.13 Other than with respect to any Relevant Shares held by a Depositary, any one or more of the Directors may act as agent of any member and/or Breaching Person in relation to the execution of documents and other actions to be taken in respect of Relevant Shares as determined by the Board under this Article 148 (including to enforce the sanctions referred to in Article 148.4).
- 148.14 Where used in this Article, the phrases “offer” and “voting rights” shall have the meanings ascribed to them in the Takeover Code. This Article 148 only applies while the Takeover Code does not apply to the Company.
- 148.15 This Article 148 only applies whilst the Takeover Code does not apply to the Company.

ZQ|CERT#|COY|CLS|IRGSTRY|ACCT#|TRANSTYPE|RUN#|TRANS#

A ORDINARY SHARES
NOMINAL VALUE \$0.000273235

A ORDINARY SHARES



Certificate Number
ZQ00000000

Shares
*****000000*****

KINIKSA PHARMACEUTICALS INTERNATIONAL, PLC
INCORPORATED UNDER THE LAWS OF ENGLAND AND WALES WITH COMPANY NUMBER 15630565

THIS CERTIFIES THAT

MR SAMPLE & MRS. SAMPLE & MR. SAMPLE & MRS. SAMPLE

SEE REVERSE FOR CERTAIN DEFINITIONS
CUSIP **G52694 10 9**

is the owner of

***** ZERO HUNDRED THOUSAND ZERO HUNDRED AND ZERO *****

THIS CERTIFICATE IS TRANSFERABLE IN CITIES DESIGNATED BY THE TRANSFER AGENT, AVAILABLE ONLINE AT www.computershare.com

FULLY-PAID SHARES OF A ORDINARY SHARES OF

Kiniksa Pharmaceuticals International, plc (hereinafter called the "Company") transferable in accordance with, and subject to, the Company's articles of association on the books of the Company in person or by duly authorized attorney upon surrender of this certificate properly endorsed. This certificate is not valid unless countersigned by the Transfer Agent and registered by the Registrar.

Witness the facsimile signatures of its duly authorized officers.

DATED **DD-MMM-YYYY**

COUNTERSIGNED AND REGISTERED,
COMPUTERSHARE TRUST COMPANY, N.A.
TRANSFER AGENT AND REGISTRAR,

Chief Executive Officer & Chairman of the Board

Secretary

By _____ AUTHORIZED SIGNATURE

SECURITY INSTRUCTIONS ON REVERSE

1234567

KINIKSA
PO BOX 41004, Providence, RI 02946-3104
MR A SAMPLE
DESIGNATION (IF ANY)
ADD 1
ADD 2
ADD 3
ADD 4

CUSIP	Holder ID	Insurance Value	Number of Shares	DTC
12345678901234567890	XXXXXXXXXX	1,000,000.00	123456	12345678
12345678901234567890	XXXXXXXXXX	1,000,000.00	123456	12345678
12345678901234567890	XXXXXXXXXX	1,000,000.00	123456	12345678
12345678901234567890	XXXXXXXXXX	1,000,000.00	123456	12345678
12345678901234567890	XXXXXXXXXX	1,000,000.00	123456	12345678
12345678901234567890	XXXXXXXXXX	1,000,000.00	123456	12345678
12345678901234567890	XXXXXXXXXX	1,000,000.00	123456	12345678
Total Transaction				

KINIKSA PHARMACEUTICALS INTERNATIONAL, PLC

A FULL STATEMENT OF THE POWERS, DESIGNATIONS, PREFERENCES AND RELATIVE, PARTICIPATING, OPTIONAL OR OTHER SPECIAL RIGHTS OF EACH CLASS OF SHARES OF THE COMPANY OR SERIES THEREOF AND THE QUALIFICATIONS, LIMITATIONS OR RESTRICTIONS OF SUCH PREFERENCES AND/OR RIGHTS WILL BE FURNISHED BY THE COMPANY WITHOUT CHARGE TO ANY SHAREHOLDER WHO SO REQUESTS UPON APPLICATION TO THE TRANSFER AGENT NAMED ON THE FACE HEREOF OR TO THE OFFICE OF THE SECRETARY OF THE COMPANY. THE TRANSFER OF THESE SHARES REPRESENTED BY THIS CERTIFICATE REQUIRES THE COMPLETION OF A SPECIALIZED STOCK TRANSFER FORM AND MAY BE SUBJECT TO THE UNITED KINGDOM'S HM REVENUE AND CUSTOMS STAMP DUTY. PLEASE CONTACT THE TRANSFER AGENT FOR ADDITIONAL INFORMATION.

For US purposes the following abbreviations, when used in the inscription on the face of this certificate, shall be construed as though they were written out in full according to applicable laws or regulations:

TEN COM - as tenants in common	UNIF GIFT MIN ACT -Custodian.....	(Cust)	(Minor)
TEN ENT - as tenants by the entireties	under Uniform Gifts to Minors Act.....	(State)	
JT TEN - as joint tenants with right of survivorship and not as tenants in common	UNIF TRF MIN ACT -Custodian (until age.....)	(Cust)	(State)
	(Minor)	(State)

Additional abbreviations may also be used though not in the above list.

SECURITY INSTRUCTIONS

THIS IS WATERMARKED PAPER. DO NOT ACCEPT WITHOUT NOTING WATERMARK. HOLD TO LIGHT TO VERIFY WATERMARK.



The IRS requires that the named transfer agent ("we") report the cost basis of certain shares or units acquired after January 1, 2011, if your shares or units are covered by the legislation, and you requested to sell or transfer the shares or units using a specific cost basis calculation method, then we have processed as you requested. If you did not specify a cost basis calculation method, then we have defaulted to the first in, first out (FIFO) method. Please consult your tax advisor if you need additional information about cost basis.

If you do not keep in contact with the issuer or do not have any activity in your account for the time period specified by state law, your property may become subject to state unclaimed property laws and transferred to the appropriate state.

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DESCRIPTION OF SHARE CAPITAL

The following description of our share capital is not complete and may not contain all the information you should consider before investing in our securities. This description is summarized from, and qualified in its entirety by reference to, our articles of association which have been publicly filed with the SEC.

Share Capital

Under the U.K. Companies Act 2006, as amended, or the Companies Act, we are not required to have an authorized share capital. As of the date hereof, we have an issued share capital of £50,000.01 and \$19,383 with such issued share capital comprised of approximately 40,447,538 Class A ordinary shares with a nominal value of \$0.000273235 per share, 12,781,964 Class A1 ordinary shares with a nominal value of \$0.000273235 per share, 1,795,158 Class B ordinary shares with a nominal value of \$0.000273235 per share, 16,057,618 Class B1 ordinary shares with a nominal value of \$0.000273235 per share, 50,000 redeemable preference shares with a nominal value of £1.00 per share and 1 ordinary share with a nominal value of £0.01 per share.

As a matter of English company law, the directors of a company may issue new ordinary or preference shares without shareholder approval once authorized to do so by the articles of association of the company or by an ordinary resolution adopted by the shareholders at a general meeting. An ordinary resolution requires over 50% of the votes of a company's shareholders cast at a general meeting. The authority conferred can be granted for a maximum period of five years, at which point it must be renewed by the shareholders of the company by an ordinary resolution.

Because of this requirement of English law, our articles of association authorize, subject to the requirements of the Nasdaq Global Select Market, our board of directors to issue new ordinary or preferred shares (up to a maximum of ten percent (10%) of the issued share capital of the Company) without shareholder approval for a period of 15 months from the date of adoption of the articles of association. Subsequent authority to issue new ordinary or preference shares can be given by the shareholders of the Company by an ordinary resolution from time to time, with such authority capable of applying in respect of any period specified in such resolution up to a maximum of five years.

Ordinary Shares

We have four classes of shares: Class A, Class B, Class A1 and Class B1. Class A and Class B ordinary shares are voting ordinary shares, or together the voting ordinary shares, and Class A1 and Class B1 are non-voting ordinary shares. Except as described below with respect to voting rights, conversion, and transferability, each ordinary share has the same rights and powers of, ranks equally to, shares ratably with and is identical in all respects and as to all matters with, each other ordinary share. In the event of our liquidation, dissolution or winding up, the holders of our ordinary shares are entitled to share equally and ratably in our assets, if any, remaining after the payment of all of our debts and liabilities, subject to any liquidation preference on any issued and outstanding preferred shares. None of our ordinary shares have redemption or sinking fund rights.

Each holder of Class B ordinary shares may convert any portion of its Class B ordinary shares into Class A ordinary shares or Class B1 ordinary shares at any time with advance notice to us. In addition, each Class B ordinary share automatically converts into one Class A ordinary share upon transfer, except for transfers to or between affiliated holders. Our Class B ordinary shares also have greater voting power than our Class A ordinary shares, as described in "Voting Rights."

Each holder of Class A1 ordinary shares may elect to convert any portion of its non-voting Class A1 ordinary shares into voting Class A ordinary shares at any time with advance notice to us, unless, immediately prior to or following such conversion, the holder and its affiliates beneficially own or would beneficially own more than 4.99% of the issued and outstanding Class A ordinary shares or any other class of equity security (other than an exempted security) that is registered pursuant to Section 12 of the Exchange Act. A holder of Class A1 ordinary shares may increase, decrease or waive this limitation on ownership by providing us with 61-days' notice.

Each holder of Class B1 ordinary shares may elect to convert any portion of its non-voting Class B1 ordinary shares into voting Class A ordinary shares or voting Class B ordinary shares at any time with advance notice to us, unless, immediately prior to or following such conversion, the holder and its affiliates beneficially own or would beneficially own more than 4.99% of the issued and outstanding Class A ordinary shares or any other class of equity security (other than an exempted security) that is registered pursuant to Section 12 of the Exchange Act. A holder of Class B1 ordinary shares may increase, decrease or waive this limitation on ownership by providing us with 61-days' notice. In addition, each Class B1 ordinary share automatically converts into one Class A ordinary share upon transfer, except for transfers to or between affiliated holders.

Preferred Shares

Under English law and our articles of association, our board of directors may issue preferred shares in one or more series once authorized to do so in the articles of association or by an ordinary shareholder resolution. Our board of directors has the discretion under our articles of association to determine the rights, preferences, privileges and restrictions, including voting rights, dividend rights, conversion rights, redemption privileges and liquidation preferences, of each series of preferred shares, without any further shareholder approval. The rights with respect to a series of preferred shares may be greater than the rights attached to our ordinary shares. It is not possible to state the actual effect of the issuance of any preferred shares on the rights of holders of our ordinary shares until our board of directors determines the specific rights attached to those preferred shares. The effect of issuing preferred shares could include, among other things, one or more of the following:

- restricting dividends in respect of our ordinary shares;
- diluting the voting power of our ordinary shares or providing that holders of preferred shares have the right to vote on matters as a class;
- impairing the liquidation rights of our ordinary shares; or
- delaying or preventing a change of control of us.

Voting Rights

Unless a different majority is required by English law or by our articles of association, resolutions to be approved by holders of voting ordinary shares require approval by a simple majority of votes cast at a meeting at which a quorum is present. Holders of our voting ordinary shares vote together as a single class on all matters presented to the shareholders for their vote or approval, including the election of directors. Any individual who is a shareholder and who is present and entitled to vote at a meeting may vote in person, as may any corporate shareholder that is represented by a duly authorized representative at a meeting of shareholders. Our articles of association also permit attendance at general meetings by proxy, provided the instrument appointing the proxy is in the form specified in our articles of association or such other form as the board of directors may determine.

Each Class A ordinary share is entitled to one vote per share and each Class B ordinary share is entitled to ten votes per share. Each Class A1 ordinary share, Class B1 ordinary share and redeemable preference share is non-voting. Our articles of association generally provide that holders of our voting ordinary shares are entitled to vote, on a non-cumulative basis, at all annual general and special general meetings of shareholders with respect to matters on which voting ordinary shares are eligible to vote.

Dividend Rights

Under English law and our articles of association, dividends and distributions may only be made from distributable reserves. Distributable reserves, broadly, means our accumulated realized profits less our accumulated realized losses. In addition, no distribution or dividend may be made unless our net assets are equal to, or in excess of, our aggregate called up share capital plus undistributable reserves and the distribution does not reduce our net assets below such aggregate. Undistributable reserves include the share premium account, the capital redemption reserve fund and the amount by which our accumulated unrealized profits, so far as not previously utilized by any capitalization, exceed our accumulated unrealized losses, so far as not previously written off in a reduction or reorganization of capital. Under our articles of association, each Class A ordinary share, Class B ordinary share, Class A1 ordinary share and Class B1 ordinary share is entitled to dividends if, as and when dividends are declared by our board of directors, subject to any preferred dividend right of the holders of any preferred shares. There are no restrictions on our ability to transfer funds (other than funds denominated in British pounds) in and out of the U.K. or to pay dividends to U.S. residents who are holders of our ordinary shares.

Our articles of association provide that any dividend or other monies payable in respect of any shares that remain unclaimed for 12 years from the date when such monies became due for payment shall be forfeited and shall revert to us. In addition, we are entitled to cease sending dividend warrants and checks by post or otherwise to a shareholder if such instruments have been returned undelivered to, or left uncashed by, such shareholder on at least two consecutive occasions or, following one such occasion, reasonable enquires have failed to establish the shareholder's new address. This entitlement ceases if the shareholder claims a dividend or cashes a dividend check or a warrant.

Preemptive Rights

There are no contractual rights of pre-emption under our articles in respect of share transfers by shareholders or the allotment of shares in the capital of the Company. In certain circumstances, our shareholders may have statutory pre-emption rights under the Companies Act in respect of the allotment of new shares in our Company. These statutory pre-emption rights, when applicable, would require us to offer new shares for allotment to our existing shareholders on a pro rata basis before allotting them to other persons. In such circumstances, the procedure for the exercise of such statutory pre-emption rights would be set out in the documentation by which such shares would be offered to our shareholders. These statutory pre-emption rights may be disapplied by a special resolution passed by our shareholders in a general meeting (which requires 75% or more of the votes of a company's shareholders cast at a general meeting) in accordance with the provisions of the Companies Act or under our articles of association. Such authority can only be granted, from time to time, for a specified period (not longer than five years).

Because of this requirement of English law, our articles of association waive the statutory pre-emption rights in relation to new ordinary or preferred shares issued by the board of directors (up to a maximum of ten percent (10%) of the issued share capital of the Company) for a period of 15 months from the date of adoption of the articles of association. Subsequent issuances of new ordinary or preference shares will be subject to statutory pre-emption rights unless a special resolution is passed, or the articles of association are amended, to waive these rights.

Variation of Rights

If at any time we have more than one class of shares, the rights attaching to any class, unless otherwise provided for by the terms of issue of the relevant class, may be varied either: (i) with the consent in writing of the holders of three-fourths in nominal value of the issued shares of that class (excluding any shares of that class held as treasury shares); or (ii) with the sanction of a resolution passed by a majority of the votes cast at a general meeting of the relevant class of shareholders at which a quorum consisting of at least two persons holding or representing one-third of the issued shares of the relevant class is present. Our articles of association specify that the creation or issue of shares ranking equally with existing shares or the purchase or redemption by us of our shares will not, unless expressly provided by the terms of issue of existing shares, vary the rights attached to existing shares. In addition, the creation or issue of preferred shares ranking prior to ordinary shares will not be deemed to vary the rights attached to ordinary shares or, subject to the terms of any other series of preferred shares, to vary the rights attached to any other series of preferred shares.

Transfer of Shares

Our board of directors may in its absolute discretion and without assigning any reason refuse to register the transfer of a share that it is not fully paid. The board of directors may also refuse to recognize an instrument of transfer of a share unless it is accompanied by the relevant share certificate and such other evidence of the transferor's right to make the transfer as the board of directors shall reasonably require. Subject to these restrictions and the automatic conversion upon the transfer of Class B and B1 ordinary shares to non-affiliated holders described above, a holder of ordinary shares may transfer the title to all or any of such holder's ordinary shares by completing a form of transfer in the form set out in our articles of association (or as near thereto as circumstances admit) or in such other ordinary form as the board of directors may accept. The instrument of transfer must be signed by the transferor and transferee, although in the case of a fully-paid share the board of directors may accept the instrument signed only by the transferor.

Meetings of Shareholders

Under the Companies Act, a company is required to convene at least one general meeting of shareholders each calendar year and within six months following the end of its financial year.

The Companies Act provides that a general meeting of shareholders may be called by the board of directors of a company and must be called upon the request of shareholders holding not less than 5% of the paid-up capital of the company carrying the right to vote at general meetings or on request of a company's auditors. The Companies Act also requires that shareholders be given at least 21 clear days' notice in writing of an annual general meeting to approve a special resolution and 14 clear days' notice in writing for any other general meeting, but the accidental omission to give notice to any person does not invalidate the proceedings at a meeting. This notice requirement is subject to the ability to hold such meetings on shorter notice if such notice is agreed: (i) in the case of an annual general meeting by all of the shareholders entitled to attend and vote at such meeting; or (ii) in the case of a special general meeting by a majority in number of the shareholders entitled to attend and vote at the meeting holding not less than 95% in nominal value of the shares entitled to vote at such meeting. The quorum required for a general meeting of shareholders is two or more persons present throughout the meeting and representing in person or by proxy one-third of the voting rights of the issued shares of the class entitled to vote.

Access to Books and Records and Dissemination of Information

Under English law, shareholders have the right to: (1) receive a copy of our articles of association and any act of the U.K. Government which alters our memorandum of association; (2) inspect and obtain copies of the minutes of our general meetings and resolutions; (3) inspect and receive a copy of our register of shareholders, register of directors and secretaries, register of directors' interests and other statutory registers maintained by us; (4) receive copies of balance sheets and directors' and auditors' reports which have previously been sent to shareholders prior to an annual general meeting; and (5) receive balance sheets of a subsidiary company of us which have previously been sent to shareholders prior to an annual general meeting during the preceding ten years. Our auditors will also have the right to inspect all of our books, records and vouchers. The auditors' report must be circulated to our shareholders with our U.K. Financial Statements 21 days before the annual general meeting and must be read to the shareholders at our annual general meeting.

Election and Removal of Directors

Our articles of association provide that our board of directors shall consist of not less than four members and not more than such number of directors as the board of directors determine. Our board of directors is divided into three classes that are, as nearly as possible, of equal size. Each class of directors is elected for a three-year term of office, but the terms are staggered so that the term of only one class of directors expires at each annual general meeting. At each succeeding annual general meeting, successors to the class of directors whose term expires at the annual general meeting will be elected for a three-year term.

A shareholder holding any percentage of the ordinary shares in issue may propose for election as a director someone who is not an existing director or is not proposed by our board of directors. Where a director is to be elected at an annual general meeting, notice of any such proposal for election must be given not less than 90 days nor more than 120 days before the anniversary of the last annual general meeting prior to the giving of the notice or, in the event the annual general meeting is called for a date that is not less than 30 days before or after such anniversary the notice must be given not later than ten days following the earlier of the date on which notice of the annual general meeting was posted to shareholders or the date on which public disclosure of the date of the annual general meeting was made. The Companies Act provides that shareholders holding not less than 5% of the paid up share capital of the Company carrying voting rights may call a general meeting for the purpose of considering director nominations.

In accordance with the Companies Act and the terms of our articles of association, our directors may be removed from office before the expiration of his or her term by an ordinary resolution of shareholders. Any vacancy on our board, including a vacancy resulting from an enlargement of our board or from removal for cause not filled by the shareholders at the time, may be filled only by vote of a majority of our directors then in office.

Amendment of Articles of Association

English law provides that the articles of association of a company may be amended by the passing of a special resolution (which requires 75% or more of the votes of a company's shareholders cast at a general meeting).

Certain Corporate Anti-Takeover Provisions

Certain provisions in our articles of association may be deemed to have an anti-takeover effect and may delay, deter or prevent a tender offer or takeover attempt that a shareholder might consider to be in its best interests, including attempts that might result in a premium being paid over the market price for our Class A ordinary shares. These provisions are also designed, in part, to encourage persons seeking to acquire control of us to first negotiate with our board of directors.

Preferred Shares

Pursuant to our articles of association, preferred shares may be issued from time to time (once authorized in the articles of association or by an ordinary shareholder resolution), and the board of directors is authorized to determine the rights, preferences, powers, qualifications, limitations and restrictions.

Multi-Class Ordinary Share Structure

Since our Class B ordinary shares have 10 times the voting power of our Class A ordinary shares, holders of our Class B ordinary shares may be able to significantly influence the outcome of matters requiring shareholder approval. In addition, our non-voting Class A1 ordinary shares are convertible into our voting Class A ordinary shares and our Class B1 ordinary shares are convertible into our voting Class B or Class A ordinary shares. Conversion of these non-voting ordinary shares could result in the holders of our Class A1 and Class B1 ordinary shares being able to significantly influence the outcome of matters requiring shareholder approval. Our Class B, Class B1 and Class A1 ordinary shares are primarily held by our executive officers and other members of our senior management and by shareholders affiliated with members of our board of directors.

Classified Board

In accordance with the terms of our articles of association, our board of directors is divided into three classes, Class I, Class II and Class III, with members of each class serving staggered three-year terms. Our articles of association further provide that the authorized number of directors may be changed only by resolution of the board of directors. Any additional directorships resulting from an increase in the number of directors will be distributed among the three classes so that, as nearly as possible, each class will consist of one-third of the directors. Our classified board of directors could have the effect of delaying or discouraging an acquisition of us or a change in our management.

Removal of Directors

In accordance with the Companies Act and the terms of our articles of association, our directors may be removed from office before the expiration of his or her term by an ordinary resolution of shareholders. Any vacancy on our board, including a vacancy resulting from an enlargement of our board or from removal for cause not filled by the shareholders at the time, may be filled only by vote of a majority of our directors then in office.

Advance Notice Requirements for Shareholder Proposals and Director Nominations

Our articles of association provide that shareholders seeking to nominate candidates for election as directors or to bring business before an annual meeting of shareholders must provide timely notice of their proposal. Generally, to be timely, a shareholder's notice must be received at our principal executive offices not less than 90 days or more than 120 days prior to the first anniversary date of the last annual general meeting. Our articles of association also specify requirements as to the form and content of a shareholder's notice. These provisions may impede shareholders' ability to bring matters before an annual meeting of shareholders or make nominations for directors at an annual meeting of shareholders.

U.K. Stamp Taxes

The following is a general summary of certain U.K. stamp tax considerations applicable to the holding of our ordinary shares. It is based on existing U.K. law and practices in effect on the date of this proxy statement. Legislative, administrative or judicial changes may modify the stamp tax consequences described below.

The statements do not constitute tax advice and are intended only as a general guide. This summary is not exhaustive and shareholders should consult their own tax advisers as to the stamp and other tax consequences in the U.K., or other relevant jurisdictions, of the acquisition, ownership and disposition of our ordinary shares.

Shares held outside of the Depository Trust Company ("DTC")—Transfers

The transfer on sale of ordinary shares (outside the facilities of a clearance service such as DTC) by a written instrument of transfer will generally be liable to U.K. stamp duty at the rate of 0.5% (rounded to the nearest £5) of the amount or value of the consideration for the transfer. Where the shares are transferred to a connected company and either the shares transferred are listed or shares are issued as consideration, the consideration will be taken to be not less than the value of the shares being transferred. The purchaser normally pays the stamp duty. An agreement to transfer our ordinary shares (outside the facilities of a clearance service such as DTC) will generally give rise to a liability on the purchaser to stamp duty reserve tax ("SDRT") at the rate of 0.5% of the amount or value of the consideration. Where the agreement is to transfer ordinary shares to a connected company and either the shares to be transferred are listed or shares are issued as consideration, the consideration will be taken to be not less than the value of the shares being transferred. However, where an instrument of transfer is executed pursuant to that agreement and is duly stamped before the expiry of a period of six years beginning with the date of that agreement, (i) any SDRT that has not been paid ceases to be payable, and (ii) any SDRT that has been paid may be recovered from HMRC, generally with interest.

Where our ordinary shares are transferred to a depository receipt issuer or clearance service, a 1.5% charge to stamp duty and/or SDRT may arise and advice should be taken, but see below in respect of transfers into DTC.

Shares Transferred into DTC

Shares held outside of DTC are not typically permitted by DTC to be transferred into DTC directly. We therefore expect to put in place arrangements such that prior to being transferred (or transferred back) into the DTC clearance system, our ordinary shares must be transferred to a depository or depository nominee (if not already so held). Before effecting the transfer of the ordinary shares to the relevant depository nominee (as nominee for the relevant depository), for onward transfer into the DTC clearance system, the transferor will be required to provide our transfer agent with the funds necessary to settle any stamp duty (and/or SDRT) in respect of such transfer of ordinary shares, which would generally be charged at the rate of 1.5% of the value of the ordinary shares. Once our transfer agent has been provided with the necessary funds, all stamp tax obligations have been complied with by the relevant transferor and/or the depository or relevant depository nominee and the transfer of the ordinary shares from the transferor to the relevant depository nominee (as nominee for the relevant depository) has been effected, the relevant depository will then issue depository receipts in respect of the ordinary shares on a one for one basis. On instruction by, or on behalf of, the relevant transferor, the relevant depository will then cancel the depository receipts representing the ordinary shares and instruct the relevant depository nominee to transfer the ordinary shares into the DTC clearance system. An exemption from stamp duty generally applies to such inter-system transfers.

Shares Issued into DTC or a Depository Receipt System

The 1.5% charge on transfer into DTC or to a depository or depository nominee which issues depository receipts representing ordinary shares does not apply to shares which are issued directly into DTC or to such depository or depository nominee; the issue of shares is not generally subject to U.K. stamp duty or SDRT. An exemption from stamp duty generally applies to transfers of depository receipts representing ordinary shares held within a depository receipt system.

Share Held within DTC—Transfers

Transfers of interests in ordinary shares by way of book entry interests in ordinary shares within a clearance service should not attract a charge to stamp duty or SDRT in the U.K., provided that (in the case of stamp duty) there is no written instrument of transfer and, in the case of a transfer within a clearance service, no election is, or has been, made by the clearance service under section 97A Finance Act 1986. Transfers of book-entry interests in ordinary shares within a clearance service where an election has been made by the clearance service under section 97A Finance Act 1986 will generally be subject to SDRT (rather than stamp duty) at a rate of 0.5% of the amount or value of the consideration. We understand that HMRC regards DTC as a clearance service for these purposes and that no election under section 97A Finance Act 1986 has been made by DTC.

Registrar and Transfer Agent

A register of holders of the Class A ordinary shares is maintained by Computershare Trust Company, N.A., which also serves as transfer agent. The transfer agent's address is 150 Royall Street, Canton, Massachusetts 02021.

Dated

[DAY MONTH YEAR]

Between

KINIKSA PHARMACEUTICALS LTD.,
as Company

with

[NAME]
as Indemnitee

INDEMNIFICATION AGREEMENT

ROPES & GRAY

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INDEMNIFICATION AGREEMENT

THIS INDEMNIFICATION AGREEMENT (the “**Agreement**”) is made and entered into as of [DATE] between Kiniksa Pharmaceuticals, Ltd., a Bermuda exempted company (the “**Company**”), and [NAME] (“**Indemnitee**”).

WITNESSETH THAT:

WHEREAS, highly competent persons have become more reluctant to serve corporations as directors or in other capacities unless they are provided with adequate protection through insurance or adequate indemnification against inordinate risks of claims and actions against them arising out of their service to and activities on behalf of the corporation;

WHEREAS, the Board of Directors of the Company (the “**Board**”) has determined that, in order to attract and retain qualified individuals, the Company will attempt to maintain on an ongoing basis, at its sole expense, liability insurance to protect persons serving the Company and its subsidiaries from certain liabilities. Although the furnishing of such insurance has been a customary and widespread practice among United States-based corporations and other business enterprises, the Company believes that, given current market conditions and trends, such insurance may be available to it in the future only at higher premiums and with more exclusions. At the same time, directors, officers, and other persons in service to corporations or business enterprises are being increasingly subjected to expensive and time-consuming litigation relating to, among other things, matters that traditionally would have been brought only against the Company or business enterprise itself. The Amended and Restated Bye-Laws of the Company (the “**Bye-Laws**”) require indemnification of the officers and directors of the Company. Indemnitee may also be entitled to indemnification pursuant to the Bermuda Companies Act of 1981 (“**Act**”). The Bye-Laws and the Act expressly provide that the indemnification provisions set forth therein are not exclusive, and thereby contemplate that contracts may be entered into between the Company and members of the Board, officers and other persons with respect to indemnification;

WHEREAS, the uncertainties relating to such insurance and to indemnification have increased the difficulty of attracting and retaining such persons;

WHEREAS, the Board has determined that the increased difficulty in attracting and retaining such persons is detrimental to the best interests of the Company’s shareholders and that the Company should act to assure such persons that there will be increased certainty of such protection in the future;

WHEREAS, it is reasonable, prudent and necessary for the Company contractually to obligate itself to indemnify, and to advance expenses on behalf of, such persons to the fullest extent permitted by applicable law so that they will serve or continue to serve the Company free from undue concern that they will not be so indemnified;

WHEREAS, this Agreement is a supplement to and in furtherance of the Bye-Laws and any resolutions adopted pursuant thereto, and shall not be deemed a substitute therefor, nor to diminish or abrogate any rights of Indemnitee thereunder; and

WHEREAS, Indemnitee does not regard the protection available under the Company’s Bye-Laws and insurance as adequate in the present circumstances, and may not be willing to serve as an officer or director without adequate protection, and the Company desires Indemnitee to serve in such capacity. Indemnitee is willing to serve, continue to serve and to take on additional service for or on behalf of the Company on the condition that he be so indemnified.

NOW, THEREFORE, in consideration of Indemnitee's agreement to serve as a director from and after the date hereof, the parties hereto agree as follows:

1. INDEMNITY OF INDEMNITEE.

The Company hereby agrees to hold harmless and indemnify Indemnitee to the fullest extent permitted by law, as such may be amended from time to time. In furtherance of the foregoing indemnification, and without limiting the generality thereof.

- (a) Proceedings Other Than Proceedings by or in the Right of the Company. Indemnitee shall be entitled to the rights of indemnification provided in this Section 1(a) if, by reason of his Corporate Status (as hereinafter defined), the Indemnitee is, or is threatened to be made, a party to or participant in any Proceeding (as hereinafter defined) other than a Proceeding by or in the right of the Company. Pursuant to this Section 1(a), Indemnitee shall be indemnified against all Expenses (as hereinafter defined), judgments, penalties, fines and amounts paid in settlement actually and reasonably incurred by him, or on his behalf, in connection with such Proceeding or any claim, issue or matter therein, if the Indemnitee acted in good faith and in a manner the Indemnitee reasonably believed to be in or not opposed to the best interests of the Company, and with respect to any criminal Proceeding, had no reasonable cause to believe the Indemnitee's conduct was unlawful or which constitute fraud.
- (b) Proceedings by or in the Right of the Company. Indemnitee shall be entitled to the rights of indemnification provided in this Section 1(b) if, by reason of his Corporate Status, the Indemnitee is, or is threatened to be made, a party to or participant in any Proceeding brought by or in the right of the Company. Pursuant to this Section 1(b), Indemnitee shall be indemnified against all Expenses actually and reasonably incurred by the Indemnitee, or on the Indemnitee's behalf, in connection with such Proceeding if the Indemnitee acted in good faith and in a manner the Indemnitee reasonably believed to be in or not opposed to the best interests of the Company and in the absence of any fraud or dishonesty on the part of the Indemnitee; provided, however, if applicable law so provides, no indemnification against such Expenses shall be made in respect of any claim, issue or matter in such Proceeding as to which Indemnitee shall have been adjudged to be liable to the Company unless and to the extent that the New York Courts (as defined below) shall determine that such indemnification may be made.
- (c) Indemnification for Expenses of a Party Who is Wholly or Partly Successful. Notwithstanding any other provision of this Agreement, to the extent that Indemnitee is, by reason of his Corporate Status, a party to and is successful, on the merits or otherwise, in any Proceeding, he shall be indemnified to the maximum extent permitted by law, as such may be amended from time to time, against all Expenses actually and reasonably incurred by him or on his behalf in connection therewith. If Indemnitee is not wholly successful in such Proceeding but is successful, on the merits or otherwise, as to one or more but less than all claims, issues or matters in such Proceeding, the Company shall indemnify Indemnitee against all Expenses actually and reasonably incurred by him or on his behalf in connection with each successfully resolved claim, issue or matter. For purposes of this Section and without limitation, the termination of any claim, issue or matter in such a Proceeding by dismissal, with or without prejudice, shall be deemed to be a successful result as to such claim, issue or matter.

2. ADDITIONAL INDEMNITY.

In addition to, and without regard to any limitations on, the indemnification provided for in Section 1 of this Agreement, the Company shall and hereby does indemnify and hold harmless Indemnitee against all Expenses, judgments, penalties, fines and amounts paid in settlement actually and reasonably incurred by him or on his behalf if, by reason of his Corporate Status, he is, or is threatened to be made, a party to or participant in any Proceeding (including a Proceeding by or in the right of the Company), including, without limitation, all liability arising out of the negligence or active or passive wrongdoing of Indemnitee. The only limitation that shall exist upon the Company's obligations pursuant to this Agreement shall be that the Company shall not be obligated to make any payment to Indemnitee that is finally determined (under the procedures, and subject to the presumptions, set forth in Sections 6 and 7 hereof) to be unlawful or in respect of matters involving the Indemnitee's fraud.

3. CONTRIBUTION.

- (a) Whether or not the indemnification provided in Sections 1 and 2 hereof is available, in respect of any threatened, pending or completed action, suit or proceeding in which the Company is jointly liable with Indemnitee (or would be if joined in such action, suit or proceeding), the Company shall pay, in the first instance, the entire amount of any judgment or settlement of such action, suit or proceeding without requiring Indemnitee to contribute to such payment and the Company hereby waives and relinquishes any right of contribution it may have against Indemnitee. The Company shall not enter into any settlement of any action, suit or proceeding in which the Company is jointly liable with Indemnitee (or would be if joined in such action, suit or proceeding) unless such settlement provides for a full and final release of all claims asserted against Indemnitee.
- (b) Without diminishing or impairing the obligations of the Company set forth in the preceding subparagraph, if, for any reason, Indemnitee shall elect or be required to pay all or any portion of any judgment or settlement in any threatened, pending or completed action, suit or proceeding in which the Company is jointly liable with Indemnitee (or would be if joined in such action, suit or proceeding), the Company shall contribute to the amount of Expenses, judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by Indemnitee in proportion to the relative benefits received by the Company and all officers, directors or employees of the Company, other than Indemnitee, who are jointly liable with Indemnitee (or would be if joined in such action, suit or proceeding), on the one hand, and Indemnitee, on the other hand, from the transaction or events from which such action, suit or proceeding arose; provided, however, that the proportion determined on the basis of relative benefit may, to the extent necessary to conform to law, be further adjusted by reference to the relative fault of the Company and all officers, directors or employees of the Company other than Indemnitee who are jointly liable with Indemnitee (or would be if joined in such action, suit or proceeding), on the one hand, and Indemnitee, on the other hand, in connection with the transaction or events that resulted in such expenses, judgments, fines or settlement amounts, as well as any other equitable considerations which applicable law may require to be considered.

The relative fault of the Company and all officers, directors or employees of the Company, other than Indemnitee, who are jointly liable with Indemnitee (or would be if joined in such action, suit or proceeding), on the one hand, and Indemnitee, on the other hand, shall be determined by reference to, among other things, the degree to which their actions were motivated by intent to gain personal profit or advantage, the degree to which their liability is primary or secondary and the degree to which their conduct is active or passive.

- (c) The Company hereby agrees to fully indemnify and hold Indemnitee harmless from any claims of contribution which may be brought by officers, directors, or employees of the Company, other than Indemnitee, who may be jointly liable with Indemnitee.
- (d) To the fullest extent permissible under applicable law, if the indemnification provided for in this Agreement is unavailable to Indemnitee for any reason whatsoever, the Company, in lieu of indemnifying Indemnitee, shall contribute to the amount incurred by Indemnitee, whether for judgments, fines, penalties, excise taxes, amounts paid or to be paid in settlement and/or for Expenses, in connection with any claim relating to an indemnifiable event under this Agreement, in such proportion as is deemed fair and reasonable in light of all of the circumstances of such Proceeding in order to reflect (i) the relative benefits received by the Company and Indemnitee as a result of the event(s) and/or transaction(s) giving cause to such Proceeding and/or (ii) the relative fault of the Company (and its directors, officers, employees and agents) and Indemnitee in connection with such event(s) and/or transaction(s).

4. INDEMNIFICATION FOR EXPENSES OF A WITNESS.

Notwithstanding any other provision of this Agreement, to the extent that Indemnitee is, by reason of his Corporate Status, a witness, or is made (or asked) to respond to discovery requests, in any Proceeding to which Indemnitee is not a party, he shall be indemnified against all Expenses actually and reasonably incurred by him or on his behalf in connection therewith.

5. ADVANCEMENT OF EXPENSES.

Notwithstanding any other provision of this Agreement, the Company shall advance all Expenses incurred by or on behalf of Indemnitee in connection with any Proceeding by reason of Indemnitee's Corporate Status within thirty (30) days after the receipt by the Company of a statement or statements from Indemnitee requesting such advance or advances from time to time, whether prior to or after final disposition of such Proceeding. Such statement or statements shall reasonably evidence the Expenses incurred by Indemnitee and shall include or be preceded or accompanied by a written undertaking by or on behalf of Indemnitee to repay any Expenses advanced if it shall ultimately be determined that Indemnitee is not entitled to be indemnified against such Expenses. Any advances and undertakings to repay pursuant to this Section 5 shall be unsecured and interest free.

6. **PROCEDURES AND PRESUMPTIONS FOR DETERMINATION OF ENTITLEMENT TO INDEMNIFICATION.**

It is the intent of this Agreement to secure for Indemnitee rights of indemnity that are as favorable as may be permitted under the Act and public policy of the Bermuda. Accordingly, the parties agree that the following procedures and presumptions shall apply in the event of any question as to whether Indemnitee is entitled to indemnification under this Agreement:

- (a) To obtain indemnification under this Agreement, Indemnitee shall submit to the Company a written request, including therein or therewith such documentation and information as is reasonably available to Indemnitee and is reasonably necessary to determine whether and to what extent Indemnitee is entitled to indemnification. The Secretary of the Company shall, promptly upon receipt of such a request for indemnification, advise the Board in writing that Indemnitee has requested indemnification. Notwithstanding the foregoing, any failure of Indemnitee to provide such a request to the Company, or to provide such a request in a timely fashion, shall not relieve the Company of any liability that it may have to Indemnitee unless, and to the extent that, such failure actually and materially prejudices the interests of the Company.
- (b) Upon written request by Indemnitee for indemnification pursuant to the first sentence of Section 6(a) hereof, a determination with respect to Indemnitee's entitlement thereto shall be made in the specific case by one of the following four methods, which shall be at the election of the Board (1) by a majority vote of the disinterested directors, even though less than a quorum, (2) by a committee of disinterested directors designated by a majority vote of the disinterested directors, even though less than a quorum, (3) if there are no disinterested directors or if the disinterested directors so direct, by independent legal counsel in a written opinion to the Board, a copy of which shall be delivered to the Indemnitee, or (4) if so directed by the Board, by the shareholders of the Company. For purposes hereof, disinterested directors are those members of the Board who are not parties to the action, suit or proceeding in respect of which indemnification is sought by Indemnitee.
- (c) If the determination of entitlement to indemnification is to be made by Independent Counsel pursuant to Section 6(b) hereof, the Independent Counsel shall be selected as provided in this Section 6(c). The Independent Counsel shall be selected by the Board. Indemnitee may, within ten (10) days after such written notice of selection shall have been given, deliver to the Company a written objection to such selection; provided, however, that such objection may be asserted only on the ground that the Independent Counsel so selected does not meet the requirements of "Independent Counsel" as defined in Section 13 of this Agreement, and the objection shall set forth with particularity the factual basis of such assertion. Absent a proper and timely objection, the person so selected shall act as Independent Counsel. If a written objection is made and substantiated, the Independent Counsel selected may not serve as Independent Counsel unless and until such objection is withdrawn or a court has determined that such objection is without merit. If, within twenty (20) days after submission by Indemnitee of a written request for indemnification pursuant to Section 6(a) hereof, no Independent Counsel shall have been selected and not objected to, either the Company or Indemnitee may petition the Court of New York Courts or other court of competent jurisdiction for resolution of any objection which shall have been made by the Indemnitee to the Company's selection of Independent Counsel and/or for the appointment as Independent Counsel of a person selected by the court or by such other person as the court shall designate, and the person with respect to whom all objections are so resolved or the person so appointed shall act as Independent Counsel under Section 6(b) hereof. The Company shall pay any and all reasonable fees and expenses of Independent Counsel incurred by such Independent Counsel in connection with acting pursuant to Section 6(b) hereof, and the Company shall pay all reasonable fees and expenses incident to the procedures of this Section 6(c), regardless of the manner in which such Independent Counsel was selected or appointed.

- (d) In making a determination with respect to entitlement to indemnification hereunder, the person or persons or entity making such determination shall presume that Indemnitee is entitled to indemnification under this Agreement. Anyone seeking to overcome this presumption shall have the burden of proof and the burden of persuasion by clear and convincing evidence. Neither the failure of the Company (including by its directors or independent legal counsel) to have made a determination prior to the commencement of any action pursuant to this Agreement that indemnification is proper in the circumstances because Indemnitee has met the applicable standard of conduct, nor an actual determination by the Company (including by its directors or independent legal counsel) that Indemnitee has not met such applicable standard of conduct, shall be a defense to the action or create a presumption that Indemnitee has not met the applicable standard of conduct.
- (e) Indemnitee shall be deemed to have acted in good faith if Indemnitee's action is based on the records or books of account of the Enterprise (as hereinafter defined), including financial statements, or on information supplied to Indemnitee by the officers of the Enterprise in the course of their duties, or on the advice of legal counsel for the Enterprise or on information or records given or reports made to the Enterprise by an independent certified public accountant or by an appraiser or other expert selected with reasonable care by the Enterprise. In addition, the knowledge and/or actions, or failure to act, of any director, officer, agent or employee of the Enterprise shall not be imputed to Indemnitee for purposes of determining the right to indemnification under this Agreement. Whether or not the foregoing provisions of this Section 6(e) are satisfied, it shall in any event be presumed that Indemnitee has at all times acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Company. Anyone seeking to overcome this presumption shall have the burden of proof and the burden of persuasion by clear and convincing evidence.

- (f) If the person, persons or entity empowered or selected under Section 6 to determine whether Indemnitee is entitled to indemnification shall not have made a determination within sixty (60) days after receipt by the Company of the request therefor, the requisite determination of entitlement to indemnification shall be deemed to have been made and Indemnitee shall be entitled to such indemnification absent (i) a misstatement by Indemnitee of a material fact, or an omission of a material fact necessary to make Indemnitee's statement not materially misleading, in connection with the request for indemnification, or (ii) a prohibition of such indemnification under applicable law; provided, however, that such sixty (60) day period may be extended for a reasonable time, not to exceed an additional thirty (30) days, if the person, persons or entity making such determination with respect to entitlement to indemnification in good faith requires such additional time to obtain or evaluate documentation and/or information relating thereto; and provided further, that the foregoing provisions of this Section 6(1) shall not apply if the determination of entitlement to indemnification is to be made by the shareholders pursuant to Section 6(b) of this Agreement and if (A) within fifteen (15) days after receipt by the Company of the request for such determination, the Board or the Disinterested Directors, if appropriate, resolve to submit such determination to the shareholders for their consideration at an annual meeting thereof to be held within seventy five (75) days after such receipt and such determination is made thereat, or (B) a special meeting of shareholders is called within fifteen (15) days after such receipt for the purpose of making such determination, such meeting is held for such purpose within sixty (60) days after having been so called and such determination is made thereat.
- (g) Indemnitee shall cooperate with the person, persons or entity making such determination with respect to Indemnitee's entitlement to indemnification, including providing to such person, persons or entity upon reasonable advance request any documentation or information which is not privileged or otherwise protected from disclosure and which is reasonably available to Indemnitee and reasonably necessary to such determination. Any Independent Counsel, member of the Board or shareholders of the Company shall act reasonably and in good faith in making a determination regarding the Indemnitee's entitlement to indemnification under this Agreement. Any costs or expenses (including attorneys' fees and disbursements) incurred by Indemnitee in so cooperating with the person, persons or entity making such determination shall be borne by the Company (irrespective of the determination as to Indemnitee's entitlement to indemnification) and the Company hereby indemnifies and agrees to hold Indemnitee harmless therefrom.
- (h) The Company acknowledges that a settlement or other disposition short of final judgment may be successful if it permits a party to avoid expense, delay, distraction, disruption and uncertainty. In the event that any action, claim or proceeding to which Indemnitee is a party is resolved in any manner other than by adverse judgment against Indemnitee (including, without limitation, settlement of such action, claim or proceeding with or without payment of money or other consideration) it shall be presumed that Indemnitee has been successful on the merits or otherwise in such action, suit or proceeding. Anyone seeking to overcome this presumption shall have the burden of proof and the burden of persuasion by clear and convincing evidence.

- (i) The termination of any Proceeding or of any claim, issue or matter therein, by judgment, order, settlement or conviction, or upon a plea of nolo contendere or its equivalent, shall not (except as otherwise expressly provided in this Agreement) of itself adversely affect the right of Indemnitee to indemnification or create a presumption that Indemnitee did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interests of the Company or, with respect to any criminal Proceeding, that Indemnitee had reasonable cause to believe that his conduct was unlawful.

7. **REMEDIES OF INDEMNITEE.**

- (a) In the event that (i) a determination is made pursuant to Section 6 of this Agreement that Indemnitee is not entitled to indemnification under this Agreement, (ii) advancement of Expenses is not timely made pursuant to Section 5 of this Agreement, (iii) no determination of entitlement to indemnification is made pursuant to Section 6(b) of this Agreement within ninety (90) days after receipt by the Company of the request for indemnification, (iv) payment of indemnification is not made pursuant to this Agreement within ten (10) days after receipt by the Company of a written request therefor, or (v) payment of indemnification is not made within ten (10) days after a determination has been made that Indemnitee is entitled to indemnification or such determination is deemed to have been made pursuant to Section 6 of this Agreement, Indemnitee shall be entitled to an adjudication in an appropriate court of the State of New York, or in any other court of competent jurisdiction, of Indemnitee's entitlement to such indemnification. Indemnitee shall commence such proceeding seeking an adjudication within one hundred eighty (180) days following the date on which Indemnitee first has the right to commence such proceeding pursuant to this Section 7(a). The Company shall not oppose Indemnitee's right to seek any such adjudication.
- (b) In the event that a determination shall have been made pursuant to Section 6(b) of this Agreement that Indemnitee is not entitled to indemnification, any judicial proceeding commenced pursuant to this Section 7 shall be conducted in all respects as a de novo trial on the merits, and Indemnitee shall not be prejudiced by reason of the adverse determination under Section 6(b).
- (c) If a determination shall have been made pursuant to Section 6(b) of this Agreement that Indemnitee is entitled to indemnification, the Company shall be bound by such determination in any judicial proceeding commenced pursuant to this Section 7, absent (i) a misstatement by Indemnitee of a material fact, or an omission of a material fact necessary to make Indemnitee's misstatement not materially misleading in connection with the application for indemnification, or (ii) a prohibition of such indemnification under applicable law.
- (d) In the event that Indemnitee, pursuant to this Section 7, seeks a judicial adjudication of his rights under, or to recover damages for breach of, this Agreement, or to recover under any directors' and officers' liability insurance policies maintained by the Company, the Company shall pay on his behalf, in advance, any and all expenses (of the types described in the definition of Expenses in Section 13 of this Agreement) actually and reasonably incurred by him in such judicial adjudication, regardless of whether Indemnitee ultimately is determined to be entitled to such indemnification, advancement of expenses or insurance recovery.

- (e) The Company shall be precluded from asserting in any judicial proceeding commenced pursuant to this Section 7 that the procedures and presumptions of this Agreement are not valid, binding and enforceable and shall stipulate in any such court that the Company is bound by all the provisions of this Agreement. The Company shall indemnify Indemnitee against any and all Expenses and, if requested by Indemnitee, shall (within ten (10) days after receipt by the Company of a written request therefore) advance, to the extent not prohibited by law, such expenses to Indemnitee, which are incurred by Indemnitee in connection with any action brought by Indemnitee for indemnification or advance of Expenses from the Company under this Agreement or under any directors' and officers' liability insurance policies maintained by the Company, regardless of whether Indemnitee ultimately is determined to be entitled to such indemnification, advancement of Expenses or insurance recovery, as the case may be.
- (f) Notwithstanding anything in this Agreement to the contrary, no determination as to entitlement to indemnification under this Agreement shall be required to be made prior to the final disposition of the Proceeding.

8. NON-EXCLUSIVITY; SURVIVAL OF RIGHTS; INSURANCE; PRIMACY OF INDEMNIFICATION; SUBROGATION.

- (a) The rights of indemnification as provided by this Agreement shall not be deemed exclusive of any other rights to which Indemnitee may at any time be entitled under applicable law, the Bye-laws, any agreement, a vote of shareholders, a resolution of the Board, or otherwise. No amendment, alteration or repeal of this Agreement or of any provision hereof shall limit or restrict any right of Indemnitee under this Agreement in respect of any action taken or omitted by such Indemnitee in his Corporate Status prior to such amendment, alteration or repeal. To the extent that a change in the Act, whether by statute or judicial decision, permits greater indemnification than would be afforded currently under the Bye-laws and this Agreement, it is the intent of the parties hereto that Indemnitee shall enjoy by this Agreement the greater benefits so afforded by such change. No right or remedy herein conferred is intended to be exclusive of any other right or remedy, and every other right and remedy shall be cumulative and in addition to every other right and remedy given hereunder or now or hereafter existing at law or in equity or otherwise. The assertion or employment of any right or remedy hereunder, or otherwise, shall not prevent the concurrent assertion or employment of any other right or remedy.
- (b) To the extent that the Company maintains an insurance policy or policies providing liability insurance for directors, officers, employees, or agents or fiduciaries of the Company or of any other corporation, partnership, joint venture, trust, employee benefit plan or other enterprise that such person serves at the request of the Company, Indemnitee shall be covered by such policy or policies in accordance with its or their terms to the maximum extent of the coverage available for any director, officer, employee, agent or fiduciary under such policy or policies. If, at the time of the receipt of a notice of a claim pursuant to the terms hereof, the Company has directors' and officers' liability insurance in effect, the Company shall give prompt notice of the commencement of such proceeding to the insurers in accordance with the procedures set forth in the respective policies. The Company shall thereafter take all necessary or desirable action to cause such insurers to pay, on behalf of the Indemnitee, all amounts payable as a result of such proceeding in accordance with the terms of such policies.

- (c) In the event of any payment under this Agreement, the Company shall be subrogated to the extent of such payment to all of the rights of recovery of Indemnitee, who shall execute all papers required and take all action necessary to secure such rights, including execution of such documents as are necessary to enable the Company to bring suit to enforce such rights.
- (d) The Company shall not be liable under this Agreement to make any payment of amounts otherwise indemnifiable hereunder if and to the extent that Indemnitee has otherwise actually received such payment under any insurance policy, contract, agreement or otherwise.
- (e) The Company's obligation to indemnify or advance Expenses hereunder to Indemnitee who is or was serving at the request of the Company as a director, officer, employee or agent of any other corporation, partnership, joint venture, trust, employee benefit plan or other enterprise shall be reduced by any amount Indemnitee has actually received as indemnification or advancement of expenses from such other corporation, partnership, joint venture, trust, employee benefit plan or other enterprise.

9. EXCEPTION TO RIGHT OF INDEMNIFICATION.

Notwithstanding any provision in this Agreement, the Company shall not be obligated under this Agreement to make any indemnity in connection with any claim made against Indemnitee:

- (a) for which payment has actually been made to or on behalf of Indemnitee under any insurance policy or other indemnity provision, except with respect to any excess beyond the amount paid under any insurance policy or other indemnity provision, provided, that the foregoing shall not affect the rights of Indemnitee; or
- (b) for an accounting of profits made from the purchase and sale (or sale and purchase) by Indemnitee of securities of the Company within the meaning of Section 16(b) of the Securities Exchange Act of 1934, as amended, or similar provisions of state statutory law or common law; or
- (c) in connection with any Proceeding (or any part of any Proceeding) initiated by Indemnitee, including any Proceeding (or any part of any Proceeding) initiated by Indemnitee against the Company or its directors, officers, employees or other indemnitees, unless (i) the Board authorized the Proceeding (or any part of any Proceeding) prior to its initiation, or (ii) the Company provides the indemnification, in its sole discretion, pursuant to the powers vested in the Company under applicable law.

10. DURATION OF AGREEMENT.

All agreements and obligations of the Company contained herein shall continue during the period Indemnitee is an officer or director of the Company (or is or was serving at the request of the Company as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise) and shall continue thereafter so long as Indemnitee shall be subject to any Proceeding (or any proceeding commenced under Section 7 hereof) by reason of his Corporate Status, whether or not he is acting or serving in any such capacity at the time any liability or expense is incurred for which indemnification can be provided under this Agreement. This Agreement shall be binding upon and inure to the benefit of and be enforceable by the parties hereto and their respective successors (including any direct or indirect successor by purchase, merger, consolidation or otherwise to all or substantially all of the business or assets of the Company), assigns, spouses, heirs, executors and personal and legal representatives.

11. SECURITY.

To the extent requested by Indemnitee and approved by the Board, the Company may at any time and from time to time provide security to Indemnitee for the Company's obligations hereunder through an irrevocable bank line of credit, funded trust or other collateral. Any such security, once provided to Indemnitee, may not be revoked or released without the prior written consent of the Indemnitee.

12. ENFORCEMENT.

- (a) The Company expressly confirms and agrees that it has entered into this Agreement and assumes the obligations imposed on it hereby in order to induce Indemnitee to serve as an officer or director of the Company, and the Company acknowledges that Indemnitee is relying upon this Agreement in serving as an officer or director of the Company.
- (b) This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes all prior agreements and understandings, oral, written and implied, between the parties hereto with respect to the subject matter hereof.
- (c) The Company shall not seek from a court, or agree to, a "bar order" which would have the effect of prohibiting or limiting the Indemnitee 's rights to receive advancement of expenses under this Agreement.

13. DEFINITIONS.

For purposes of this Agreement:

- (a) "**Corporate Status**" describes the status of a person who is or was a director, officer, employee, agent or fiduciary of the Company or of any other corporation, partnership, joint venture, trust, employee benefit plan or other enterprise that such person is or was serving at the express written request of the Company.

- (b) **“Disinterested Director”** means a director of the Company who is not and was not a party to the Proceeding in respect of which indemnification is sought by Indemnitee.
- (c) **“Enterprise”** shall mean the Company and any other corporation, partnership, joint venture, trust, employee benefit plan or other enterprise that Indemnitee is or was serving at the express written request of the Company as a director, officer, employee, agent or fiduciary.
- (d) **“Expenses”** shall include all reasonable attorneys’ fees, retainers, court costs, transcript costs, fees of experts, witness fees, travel expenses, duplicating costs, printing and binding costs, telephone charges, postage, delivery service fees and all other disbursements or expenses of the types customarily incurred in connection with prosecuting, defending, preparing to prosecute or defend, investigating, participating, or being or preparing to be a witness in a Proceeding, or responding to, or objecting to, a request to provide discovery in any Proceeding. Expenses also shall include Expenses incurred in connection with any appeal resulting from any Proceeding and any federal, state, local or foreign taxes imposed on the Indemnitee as a result of the actual or deemed receipt of any payments under this Agreement, including without limitation the premium, security for, and other costs relating to any cost bond, supersede as bond, or other appeal bond or its equivalent. Expenses, however, shall not include amounts paid in settlement by Indemnitee or the amount of judgments or fines against Indemnitee.
- (e) **“Independent Counsel”** means a law firm, or a member of a law firm, that is experienced in matters of corporation law and neither presently is, nor in the past five years has been, retained to represent (i) the Company or Indemnitee in any matter material to either such party (other than with respect to matters concerning Indemnitee under this Agreement, or of other indemnitees under similar indemnification agreements), or (ii) any other party to the Proceeding giving rise to a claim for indemnification hereunder. Notwithstanding the foregoing, the term “Independent Counsel” shall not include any person who, under the applicable standards of professional conduct then prevailing, would have a conflict of interest in representing either the Company or Indemnitee in an action to determine Indemnitee’s rights under this Agreement. The Company agrees to pay the reasonable fees of the Independent Counsel referred to above and to fully indemnify such counsel against any and all Expenses, claims, liabilities and damages arising out of or relating to this Agreement or its engagement pursuant hereto.
- (f) **“Proceeding”** includes any threatened, pending or completed action, suit, arbitration, alternate dispute resolution mechanism, investigation, inquiry, administrative hearing or any other actual, threatened or completed proceeding, whether brought by or in the right of the Company or otherwise and whether civil, criminal, administrative or investigative, in which Indemnitee was, is or will be involved as a party or otherwise, by reason of his or her Corporate Status, by reason of any action taken by him or of any inaction on his part while acting in his or her Corporate Status; in each case whether or not he is acting or serving in any such capacity at the time any liability or expense is incurred for which indemnification can be provided under this Agreement; including one pending on or before the date of this Agreement, but excluding one initiated by an Indemnitee pursuant to Section 7 of this Agreement to enforce his rights under this Agreement.

14. SEVERABILITY.

The invalidity or unenforceability of any provision hereof shall in no way affect the validity or enforceability of any other provision. Without limiting the generality of the foregoing, this Agreement is intended to confer upon Indemnitee indemnification rights to the fullest extent permitted by applicable laws. In the event any provision hereof conflicts with any applicable law, such provision shall be deemed modified, consistent with the aforementioned intent, to the extent necessary to resolve such conflict.

15. MODIFICATION AND WAIVER.

No supplement, modification, termination or amendment of this Agreement shall be binding unless executed in writing by both of the parties hereto. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provisions hereof (whether or not similar) nor shall such waiver constitute a continuing waiver.

16. NOTICE BY INDEMNITEE.

Indemnitee agrees promptly to notify the Company in writing upon being served with or otherwise receiving any summons, citation, subpoena, complaint, indictment, information or other document relating to any Proceeding or matter which may be subject to indemnification covered hereunder. The failure to so notify the Company shall not relieve the Company of any obligation which it may have to Indemnitee under this Agreement or otherwise unless and only to the extent that such failure or delay materially prejudices the Company.

17. NOTICES.

All notices and other communications given or made pursuant to this Agreement shall be in writing and shall be deemed effectively given (a) upon personal delivery to the party to be notified, (b) when sent by confirmed electronic mail or facsimile if sent during normal business hours of the recipient, and if not so confirmed, then on the next business day, (c) five (5) days after having been sent by registered or certified mail, return receipt requested, postage prepaid, or (d) one (1) day after deposit with a nationally recognized overnight courier, specifying next day delivery, with written verification of receipt. All communications shall be sent:

(a) To Indemnitee at the address set forth below Indemnitee signature hereto.

(b) To the Company at:

Kiniksa Pharmaceuticals, Ltd.
Clarendon House
2 Church Street

Hamilton HM 11
Bermuda
Attention: President

or to such other address as may have been furnished to Indemnitee by the Company or to the Company by Indemnitee, as the case may be.

18. COUNTERPARTS.

This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same the same instrument. Counterparts may be delivered via facsimile, electronic mail (including pdf or any electronic signature complying with the U.S. federal ESIGN Act of 2000, *e.g.*, www.docusign.com) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

19. HEADINGS.

The headings of the paragraphs of this Agreement are inserted for convenience only and shall not be deemed to constitute part of this Agreement or to affect the construction thereof.

20. GOVERNING LAW AND CONSENT TO JURISDICTION.

This Agreement and the legal relations among the parties shall be governed by, and construed and enforced in accordance with, the laws of State of Delaware, without regard to its conflict of laws rules. The Company and Indemnitee hereby irrevocably and unconditionally (i) agree that any action or proceeding arising out of or in connection with this Agreement shall be brought only in the state courts of New York or the United States District Court for the Southern District of New York (the "**New York Courts**"), and not in any other state or federal court in the United States of America or any court in any other country, (ii) consent to submit to the exclusive jurisdiction of the New York Courts for purposes of any action or proceeding arising out of or in connection with this Agreement, (iii) waive any objection to the laying of venue of any such action or proceeding in the New York Courts, and (iv) waive, and agree not to plead or to make, any claim that any such action or proceeding brought in the New York Courts has been brought in an improper or inconvenient forum.

[Signature Page to Follow]

IN WITNESS WHEREOF, the parties hereto have executed this Indemnification Agreement on and as of the day and year first above written.

KINIKSA PHARMACEUTICALS, LTD.

By: _____
Name: _____
Title: _____

INDEMNITEE

Name: [DIRECTOR NAME]
Address: _____

Dated

[DAY MONTH YEAR]

Between

KINKSA PHARMACEUTICALS INTERNATIONAL, PLC
as Company

and

[NAME]
as Indemnitee

INDEMNIFICATION AGREEMENT

ROPES & GRAY

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INDEMNIFICATION AGREEMENT

THIS INDEMNIFICATION AGREEMENT (the “**Agreement**”) is made and entered into as of ___ June 2024 between Kiniksa Pharmaceuticals International, plc, a company incorporated under the laws of England and Wales, with company number 15630565 its and registered office at Third Floor, 23 Old Bond Street, London, United Kingdom, W1S 4PZ (the “**Company**”), and [NAME] of [Insert Address] (“**Indemnitee**”).

WITNESSETH THAT:

WHEREAS, the articles of association of the Company (the “**Articles**”) state that the officers and directors of the Company may be indemnified out of the assets of the Company or by an insurance policy taken out by the Company; Indemnitee may also be entitled to indemnification pursuant to the U.K. Companies Act 2006 (“**Act**”); and the Articles and the Act expressly provide that the indemnification provisions set forth therein are not exclusive, and thereby contemplate that contracts may be entered into between the Company and members of the Board, officers and other persons with respect to indemnification;

WHEREAS, the Board of Directors of the Company (the “**Board**”) has determined that the increased difficulty in attracting and retaining officers and directors is detrimental to the best interests of the Company’s shareholders and that the Company should act to assure such persons that there will be increased certainty of protection through adequate indemnification against inordinate risks of claims and actions against them arising out of their service to and activities on behalf of the corporation; and

WHEREAS, this Agreement is a supplement to and in furtherance of the Articles and any resolutions adopted pursuant thereto, and shall not be deemed a substitute therefor, nor to diminish or abrogate any rights of Indemnitee thereunder;

NOW, THEREFORE, in consideration of Indemnitee’s agreement to serve as a director from and after the date hereof, the parties hereto agree as follows:

1. INDEMNITY OF INDEMNITEE.

The Company hereby agrees to hold harmless and indemnify Indemnitee to the fullest extent permitted by law, as such may be amended from time to time. In furtherance of the foregoing indemnification, and without limiting the generality thereof.

- (a) Proceedings Other Than Proceedings by or in the Right of the Company. Indemnitee shall be entitled to the rights of indemnification provided in this Section 1(a) if, by reason of his Corporate Status (as hereinafter defined), the Indemnitee is, or is threatened to be made, a party to or participant in any Proceeding (as hereinafter defined) other than a Proceeding by or in the right of the Company. Pursuant to this Section 1(a), Indemnitee shall be indemnified against all Expenses (as hereinafter defined), judgments, penalties, fines and amounts paid in settlement actually and reasonably incurred by him, or on his behalf, in connection with such Proceeding or any claim, issue or matter therein, if the Indemnitee acted in good faith and in a manner the Indemnitee reasonably believed to be in or not opposed to the best interests of the Company, and with respect to any criminal Proceeding, had no reasonable cause to believe the Indemnitee’s conduct was unlawful or which constituted fraud or dishonesty on the part of such Indemnitee.
-

- (b) Proceedings by or in the Right of the Company. Indemnitee shall be entitled to the rights of indemnification provided in this Section 1(b) if, by reason of his Corporate Status, the Indemnitee is, or is threatened to be made, a party to or participant in any Proceeding brought by or in the right of the Company. Pursuant to this Section 1(b), Indemnitee shall be indemnified against all Expenses actually and reasonably incurred by the Indemnitee, or on the Indemnitee's behalf, in connection with such Proceeding if the Indemnitee acted in good faith and in a manner the Indemnitee reasonably believed to be in or not opposed to the best interests of the Company and in the absence of any fraud or dishonesty on the part of the Indemnitee; provided, however, if applicable law so provides, no indemnification against such Expenses shall be made in respect of any claim, issue or matter in such Proceeding as to which Indemnitee shall have been adjudged to be liable to the Company unless and to the extent that the New York Courts (as defined below) shall determine that such indemnification may be made.
- (c) Indemnification for Expenses of a Party Who is Wholly or Partly Successful. Notwithstanding any other provision of this Agreement, to the extent that Indemnitee is, by reason of his Corporate Status, a party to and is successful, on the merits or otherwise, in any Proceeding, he shall be indemnified to the maximum extent permitted by law, as such may be amended from time to time, against all Expenses actually and reasonably incurred by him or on his behalf in connection therewith. If Indemnitee is not wholly successful in such Proceeding but is successful, on the merits or otherwise, as to one or more but less than all claims, issues or matters in such Proceeding, the Company shall indemnify Indemnitee against all Expenses actually and reasonably incurred by him or on his behalf in connection with each successfully resolved claim, issue or matter. For purposes of this Section and without limitation, the termination of any claim, issue or matter in such a Proceeding by dismissal, with or without prejudice, shall be deemed to be a successful result as to such claim, issue or matter.

2. ADDITIONAL INDEMNITY.

In addition to, and without regard to any limitations on, the indemnification provided for in Section 1 of this Agreement, the Company shall and hereby does indemnify and hold harmless Indemnitee against all Expenses, judgments, penalties, fines and amounts paid in settlement actually and reasonably incurred by him or on his behalf if, by reason of his Corporate Status, he is, or is threatened to be made, a party to or participant in any Proceeding (including a Proceeding by or in the right of the Company), including, without limitation, all liability arising out of the negligence or active or passive wrongdoing of Indemnitee. The only limitation that shall exist upon the Company's obligations pursuant to this Agreement shall be that the Company shall not be obligated to make any payment to Indemnitee that is finally determined (under the procedures, and subject to the presumptions, set forth in Sections 6 and 7 hereof) to be unlawful or in respect of matters involving the Indemnitee's fraud or dishonesty.

3. CONTRIBUTION.

- (a) Whether or not the indemnification provided in Sections 1 and 2 hereof is available, in respect of any threatened, pending or completed action, suit or proceeding in which the Company is jointly liable with Indemnitee (or would be if joined in such action, suit or proceeding), the Company shall pay, in the first instance, the entire amount of any judgment or settlement of such action, suit or proceeding without requiring Indemnitee to contribute to such payment and the Company hereby waives and relinquishes any right of contribution it may have against Indemnitee. The Company shall not enter into any settlement of any action, suit or proceeding in which the Company is jointly liable with Indemnitee (or would be if joined in such action, suit or proceeding) unless such settlement provides for a full and final release of all claims asserted against Indemnitee.
- (b) Without diminishing or impairing the obligations of the Company set forth in the preceding subparagraph, if, for any reason, Indemnitee shall elect or be required to pay all or any portion of any judgment or settlement in any threatened, pending or completed action, suit or proceeding in which the Company is jointly liable with Indemnitee (or would be if joined in such action, suit or proceeding), the Company shall contribute to the amount of Expenses, judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by Indemnitee in proportion to the relative benefits received by the Company and all officers, directors or employees of the Company, other than Indemnitee, who are jointly liable with Indemnitee (or would be if joined in such action, suit or proceeding), on the one hand, and Indemnitee, on the other hand, from the transaction or events from which such action, suit or proceeding arose; provided, however, that the proportion determined on the basis of relative benefit may, to the extent necessary to conform to law, be further adjusted by reference to the relative fault of the Company and all officers, directors or employees of the Company other than Indemnitee who are jointly liable with Indemnitee (or would be if joined in such action, suit or proceeding), on the one hand, and Indemnitee, on the other hand, in connection with the transaction or events that resulted in such expenses, judgments, fines or settlement amounts, as well as any other equitable considerations which applicable law may require to be considered. The relative fault of the Company and all officers, directors or employees of the Company, other than Indemnitee, who are jointly liable with Indemnitee (or would be if joined in such action, suit or proceeding), on the one hand, and Indemnitee, on the other hand, shall be determined by reference to, among other things, the degree to which their actions were motivated by intent to gain personal profit or advantage, the degree to which their liability is primary or secondary and the degree to which their conduct is active or passive.
- (c) The Company hereby agrees to fully indemnify and hold Indemnitee harmless from any claims of contribution which may be brought by officers, directors, or employees of the Company, other than Indemnitee, who may be jointly liable with Indemnitee.
- (d) To the fullest extent permissible under applicable law, if the indemnification provided for in this Agreement is unavailable to Indemnitee for any reason whatsoever, the Company, in lieu of indemnifying Indemnitee, shall contribute to the amount incurred by Indemnitee, whether for judgments, fines, penalties, excise taxes, amounts paid or to be paid in settlement and/or for Expenses, in connection with any claim relating to an indemnifiable event under this Agreement, in such proportion as is deemed fair and reasonable in light of all of the circumstances of such Proceeding in order to reflect (i) the relative benefits received by the Company and Indemnitee as a result of the event(s) and/or transaction(s) giving cause to such Proceeding and/or (ii) the relative fault of the Company (and its directors, officers, employees and agents) and Indemnitee in connection with such event(s) and/or transaction(s).

4. INDEMNIFICATION FOR EXPENSES OF A WITNESS.

Notwithstanding any other provision of this Agreement, to the extent that Indemnitee is, by reason of his Corporate Status, a witness, or is made (or asked) to respond to discovery requests, in any Proceeding to which Indemnitee is not a party, he shall be indemnified against all Expenses actually and reasonably incurred by him or on his behalf in connection therewith.

5. ADVANCEMENT OF EXPENSES.

Notwithstanding any other provision of this Agreement, the Company shall advance all Expenses incurred by or on behalf of Indemnitee in connection with any Proceeding by reason of Indemnitee's Corporate Status within thirty (30) days after the receipt by the Company of a statement or statements from Indemnitee requesting such advance or advances from time to time, whether prior to or after final disposition of such Proceeding. Such statement or statements shall reasonably evidence the Expenses incurred by Indemnitee and shall include or be preceded or accompanied by a written undertaking by or on behalf of Indemnitee to repay any Expenses advanced if it shall ultimately be determined that Indemnitee is not entitled to be indemnified against such Expenses. Any advances and undertakings to repay pursuant to this Section 5 shall be unsecured and interest free.

6. PROCEDURES AND PRESUMPTIONS FOR DETERMINATION OF ENTITLEMENT TO INDEMNIFICATION.

It is the intent of this Agreement to secure for Indemnitee rights of indemnity that are as favorable as may be permitted under the Act and public policy of the United Kingdom. Accordingly, the parties agree that the following procedures and presumptions shall apply in the event of any question as to whether Indemnitee is entitled to indemnification under this Agreement:

- (a) To obtain indemnification under this Agreement, Indemnitee shall submit to the Company a written request, including therein or therewith such documentation and information as is reasonably available to Indemnitee and is reasonably necessary to determine whether and to what extent Indemnitee is entitled to indemnification. The Secretary of the Company shall, promptly upon receipt of such a request for indemnification, advise the Board in writing that Indemnitee has requested indemnification. Notwithstanding the foregoing, any failure of Indemnitee to provide such a request to the Company, or to provide such a request in a timely fashion, shall not relieve the Company of any liability that it may have to Indemnitee unless, and to the extent that, such failure actually and materially prejudices the interests of the Company.

- (b) Upon written request by Indemnitee for indemnification pursuant to the first sentence of Section 6(a) hereof, a determination with respect to Indemnitee's entitlement thereto shall be made in the specific case by one of the following four methods, which shall be at the election of the Board (1) by a majority vote of the disinterested directors, even though less than a quorum, (2) by a committee of disinterested directors designated by a majority vote of the disinterested directors, even though less than a quorum, (3) if there are no disinterested directors or if the disinterested directors so direct, by independent legal counsel in a written opinion to the Board, a copy of which shall be delivered to the Indemnitee, or (4) if so directed by the Board, by the shareholders of the Company. For purposes hereof, disinterested directors are those members of the Board who are not parties to the action, suit or proceeding in respect of which indemnification is sought by Indemnitee.
- (c) If the determination of entitlement to indemnification is to be made by Independent Counsel pursuant to Section 6(b) hereof, the Independent Counsel shall be selected as provided in this Section 6(c). The Independent Counsel shall be selected by the Board. Indemnitee may, within ten (10) days after such written notice of selection shall have been given, deliver to the Company a written objection to such selection; provided, however, that such objection may be asserted only on the ground that the Independent Counsel so selected does not meet the requirements of "Independent Counsel" as defined in Section 13 of this Agreement, and the objection shall set forth with particularity the factual basis of such assertion. Absent a proper and timely objection, the person so selected shall act as Independent Counsel. If a written objection is made and substantiated, the Independent Counsel selected may not serve as Independent Counsel unless and until such objection is withdrawn or a court has determined that such objection is without merit. If, within twenty (20) days after submission by Indemnitee of a written request for indemnification pursuant to Section 6(a) hereof, no Independent Counsel shall have been selected and not objected to, either the Company or Indemnitee may petition the New York Courts or other court of competent jurisdiction for resolution of any objection which shall have been made by the Indemnitee to the Company's selection of Independent Counsel and/or for the appointment as Independent Counsel of a person selected by the court or by such other person as the court shall designate, and the person with respect to whom all objections are so resolved or the person so appointed shall act as Independent Counsel under Section 6(b) hereof. The Company shall pay any and all reasonable fees and expenses of Independent Counsel incurred by such Independent Counsel in connection with acting pursuant to Section 6(b) hereof, and the Company shall pay all reasonable fees and expenses incident to the procedures of this Section 6(c), regardless of the manner in which such Independent Counsel was selected or appointed.
- (d) In making a determination with respect to entitlement to indemnification hereunder, the person or persons or entity making such determination shall presume that Indemnitee is entitled to indemnification under this Agreement. Anyone seeking to overcome this presumption shall have the burden of proof and the burden of persuasion by clear and convincing evidence. Neither the failure of the Company (including by its directors or independent legal counsel) to have made a determination prior to the commencement of any action pursuant to this Agreement that indemnification is proper in the circumstances because Indemnitee has met the applicable standard of conduct, nor an actual determination by the Company (including by its directors or independent legal counsel) that Indemnitee has not met such applicable standard of conduct, shall be a defense to the action or create a presumption that Indemnitee has not met the applicable standard of conduct.

- (e) Indemnitee shall be deemed to have acted in good faith if Indemnitee's action is based on the records or books of account of the Enterprise (as hereinafter defined), including financial statements, or on information supplied to Indemnitee by the officers of the Enterprise in the course of their duties, or on the advice of legal counsel for the Enterprise or on information or records given or reports made to the Enterprise by an independent certified public accountant or by an appraiser or other expert selected with reasonable care by the Enterprise. In addition, the knowledge and/or actions, or failure to act, of any director, officer, agent or employee of the Enterprise shall not be imputed to Indemnitee for purposes of determining the right to indemnification under this Agreement. Whether or not the foregoing provisions of this Section 6(e) are satisfied, it shall in any event be presumed that Indemnitee has at all times acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Company. Anyone seeking to overcome this presumption shall have the burden of proof and the burden of persuasion by clear and convincing evidence.
- (f) If the person, persons or entity empowered or selected under Section 6 to determine whether Indemnitee is entitled to indemnification shall not have made a determination within sixty (60) days after receipt by the Company of the request therefor, the requisite determination of entitlement to indemnification shall be deemed to have been made and Indemnitee shall be entitled to such indemnification absent (i) a misstatement by Indemnitee of a material fact, or an omission of a material fact necessary to make Indemnitee's statement not materially misleading, in connection with the request for indemnification, or (ii) a prohibition of such indemnification under applicable law; provided, however, that such sixty (60) day period may be extended for a reasonable time, not to exceed an additional thirty (30) days, if the person, persons or entity making such determination with respect to entitlement to indemnification in good faith requires such additional time to obtain or evaluate documentation and/or information relating thereto; and provided further, that the foregoing provisions of this Section 6(f) shall not apply if the determination of entitlement to indemnification is to be made by the shareholders pursuant to Section 6(b) of this Agreement and if (A) within fifteen (15) days after receipt by the Company of the request for such determination, the Board or the Disinterested Directors, if appropriate, resolve to submit such determination to the shareholders for their consideration at an annual meeting thereof to be held within seventy five (75) days after such receipt and such determination is made thereat, or (B) a special meeting of shareholders is called within fifteen (15) days after such receipt for the purpose of making such determination, such meeting is held for such purpose within sixty (60) days after having been so called and such determination is made thereat.

- (g) Indemnitee shall cooperate with the person, persons or entity making such determination with respect to Indemnitee's entitlement to indemnification, including providing to such person, persons or entity upon reasonable advance request any documentation or information which is not privileged or otherwise protected from disclosure and which is reasonably available to Indemnitee and reasonably necessary to such determination. Any Independent Counsel, member of the Board or shareholder of the Company shall act reasonably and in good faith in making a determination regarding the Indemnitee's entitlement to indemnification under this Agreement. Any costs or expenses (including attorneys' fees and disbursements) incurred by Indemnitee in so cooperating with the person, persons or entity making such determination shall be borne by the Company (irrespective of the determination as to Indemnitee's entitlement to indemnification) and the Company hereby indemnifies and agrees to hold Indemnitee harmless therefrom.
- (h) The Company acknowledges that a settlement or other disposition short of final judgment may be successful if it permits a party to avoid expense, delay, distraction, disruption and uncertainty. In the event that any action, claim or proceeding to which Indemnitee is a party is resolved in any manner other than by adverse judgment against Indemnitee (including, without limitation, settlement of such action, claim or proceeding with or without payment of money or other consideration) it shall be presumed that Indemnitee has been successful on the merits or otherwise in such action, suit or proceeding. Anyone seeking to overcome this presumption shall have the burden of proof and the burden of persuasion by clear and convincing evidence.
- (i) The termination of any Proceeding or of any claim, issue or matter therein, by judgment, order, settlement or conviction, or upon a plea of nolo contendere or its equivalent, shall not (except as otherwise expressly provided in this Agreement) of itself adversely affect the right of Indemnitee to indemnification or create a presumption that Indemnitee did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interests of the Company or, with respect to any criminal Proceeding, that Indemnitee had reasonable cause to believe that his conduct was unlawful.

7. REMEDIES OF INDEMNITEE.

- (a) In the event that (i) a determination is made pursuant to Section 6 of this Agreement that Indemnitee is not entitled to indemnification under this Agreement, (ii) advancement of Expenses is not timely made pursuant to Section 5 of this Agreement, (iii) no determination of entitlement to indemnification is made pursuant to Section 6(b) of this Agreement within ninety (90) days after receipt by the Company of the request for indemnification, (iv) payment of indemnification is not made pursuant to this Agreement within ten (10) days after receipt by the Company of a written request therefor, or (v) payment of indemnification is not made within ten (10) days after a determination has been made that Indemnitee is entitled to indemnification or such determination is deemed to have been made pursuant to Section 6 of this Agreement, Indemnitee shall be entitled to an adjudication in an appropriate court of the State of New York, or in any other court of competent jurisdiction, of Indemnitee's entitlement to such indemnification. Indemnitee shall commence such proceeding seeking an adjudication within one hundred eighty (180) days following the date on which Indemnitee first has the right to commence such proceeding pursuant to this Section 7(a). The Company shall not oppose Indemnitee's right to seek any such adjudication.

- (b) In the event that a determination shall have been made pursuant to Section 6(b) of this Agreement that Indemnitee is not entitled to indemnification, any judicial proceeding commenced pursuant to this Section 7 shall be conducted in all respects as a de novo trial on the merits, and Indemnitee shall not be prejudiced by reason of the adverse determination under Section 6(b).
- (c) If a determination shall have been made pursuant to Section 6(b) of this Agreement that Indemnitee is entitled to indemnification, the Company shall be bound by such determination in any judicial proceeding commenced pursuant to this Section 7, absent (i) a misstatement by Indemnitee of a material fact, or an omission of a material fact necessary to make Indemnitee's misstatement not materially misleading in connection with the application for indemnification, or (ii) a prohibition of such indemnification under applicable law.
- (d) In the event that Indemnitee, pursuant to this Section 7, seeks a judicial adjudication of his rights under, or to recover damages for breach of, this Agreement, or to recover under any directors' and officers' liability insurance policies maintained by the Company, the Company shall pay on his behalf, in advance, any and all expenses (of the types described in the definition of Expenses in Section 13 of this Agreement) actually and reasonably incurred by him in such judicial adjudication, regardless of whether Indemnitee ultimately is determined to be entitled to such indemnification, advancement of expenses or insurance recovery.
- (e) The Company shall be precluded from asserting in any judicial proceeding commenced pursuant to this Section 7 that the procedures and presumptions of this Agreement are not valid, binding and enforceable and shall stipulate in any such court that the Company is bound by all the provisions of this Agreement. The Company shall indemnify Indemnitee against any and all Expenses and, if requested by Indemnitee, shall (within ten (10) days after receipt by the Company of a written request therefore) advance, to the extent not prohibited by law, such expenses to Indemnitee, which are incurred by Indemnitee in connection with any action brought by Indemnitee for indemnification or advance of Expenses from the Company under this Agreement or under any directors' and officers' liability insurance policies maintained by the Company, regardless of whether Indemnitee ultimately is determined to be entitled to such indemnification, advancement of Expenses or insurance recovery, as the case may be.
- (f) Notwithstanding anything in this Agreement to the contrary, no determination as to entitlement to indemnification under this Agreement shall be required to be made prior to the final disposition of the Proceeding.

8. NON-EXCLUSIVITY; SURVIVAL OF RIGHTS; INSURANCE; PRIMACY OF INDEMNIFICATION; SUBROGATION.

- (a) The rights of indemnification as provided by this Agreement shall not be deemed exclusive of any other rights to which Indemnitee may at any time be entitled under applicable law, the Articles, any agreement, a vote of shareholders, a resolution of the Board, or otherwise. No amendment, alteration or repeal of this Agreement or of any provision hereof shall limit or restrict any right of Indemnitee under this Agreement in respect of any action taken or omitted by such Indemnitee in his Corporate Status prior to such amendment, alteration or repeal. To the extent that a change in the Act, whether by statute or judicial decision, permits greater indemnification than would be afforded currently under the Articles and this Agreement, it is the intent of the parties hereto that Indemnitee shall enjoy by this Agreement the greater benefits so afforded by such change. No right or remedy herein conferred is intended to be exclusive of any other right or remedy, and every other right and remedy shall be cumulative and in addition to every other right and remedy given hereunder or now or hereafter existing at law or in equity or otherwise. The assertion or employment of any right or remedy hereunder, or otherwise, shall not prevent the concurrent assertion or employment of any other right or remedy.
- (b) To the extent that the Company maintains an insurance policy or policies providing liability insurance for directors, officers, employees, or agents or fiduciaries of the Company or of any other corporation, partnership, joint venture, trust, employee benefit plan or other enterprise that such person serves at the request of the Company, Indemnitee shall be covered by such policy or policies in accordance with its or their terms to the maximum extent of the coverage available for any director, officer, employee, agent or fiduciary under such policy or policies. If, at the time of the receipt of a notice of a claim pursuant to the terms hereof, the Company has directors' and officers' liability insurance in effect, the Company shall give prompt notice of the commencement of such proceeding to the insurers in accordance with the procedures set forth in the respective policies. The Company shall thereafter take all necessary or desirable action to cause such insurers to pay, on behalf of the Indemnitee, all amounts payable as a result of such proceeding in accordance with the terms of such policies.
- (c) In the event of any payment under this Agreement, the Company shall be subrogated to the extent of such payment to all of the rights of recovery of Indemnitee, who shall execute all papers required and take all action necessary to secure such rights, including execution of such documents as are necessary to enable the Company to bring suit to enforce such rights.
- (d) The Company shall not be liable under this Agreement to make any payment of amounts otherwise indemnifiable hereunder if and to the extent that Indemnitee has otherwise actually received such payment under any insurance policy, contract, agreement or otherwise.
- (e) The Company's obligation to indemnify or advance Expenses hereunder to Indemnitee who is or was serving at the request of the Company as a director, officer, employee or agent of any other corporation, partnership, joint venture, trust, employee benefit plan or other enterprise shall be reduced by any amount Indemnitee has actually received as indemnification or advancement of expenses from such other corporation, partnership, joint venture, trust, employee benefit plan or other enterprise.

9. EXCEPTION TO RIGHT OF INDEMNIFICATION.

Notwithstanding any provision in this Agreement, the Company shall not be obligated under this Agreement to make any indemnity in connection with any claim made against Indemnitee:

- (a) for which payment has actually been made to or on behalf of Indemnitee under any insurance policy or other indemnity provision, except with respect to any excess beyond the amount paid under any insurance policy or other indemnity provision, provided, that the foregoing shall not affect the rights of Indemnitee; or
- (b) for an accounting of profits made from the purchase and sale (or sale and purchase) by Indemnitee of securities of the Company within the meaning of Section 16(b) of the Securities Exchange Act of 1934, as amended, or similar provisions of state statutory law or common law; or
- (c) in connection with any Proceeding (or any part of any Proceeding) initiated by Indemnitee, including any Proceeding (or any part of any Proceeding) initiated by Indemnitee against the Company or its directors, officers, employees or other indemnitees, unless (i) the Board authorized the Proceeding (or any part of any Proceeding) prior to its initiation, or (ii) the Company provides the indemnification, in its sole discretion, pursuant to the powers vested in the Company under applicable law.

10. DURATION OF AGREEMENT.

All agreements and obligations of the Company contained herein shall continue during the period Indemnitee is an officer or director of the Company (or is or was serving at the request of the Company as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise) and shall continue thereafter so long as Indemnitee shall be subject to any Proceeding (or any proceeding commenced under Section 7 hereof) by reason of his Corporate Status, whether or not he is acting or serving in any such capacity at the time any liability or expense is incurred for which indemnification can be provided under this Agreement. This Agreement shall be binding upon and inure to the benefit of and be enforceable by the parties hereto and their respective successors (including any direct or indirect successor by purchase, merger, consolidation or otherwise to all or substantially all of the business or assets of the Company), assigns, spouses, heirs, executors and personal and legal representatives.

11. SECURITY.

To the extent requested by Indemnitee and approved by the Board, the Company may at any time and from time to time provide security to Indemnitee for the Company's obligations hereunder through an irrevocable bank line of credit, funded trust or other collateral. Any such security, once provided to Indemnitee, may not be revoked or released without the prior written consent of the Indemnitee.

12. ENFORCEMENT.

- (a) The Company expressly confirms and agrees that it has entered into this Agreement and assumes the obligations imposed on it hereby in order to induce Indemnitee to serve as an officer or director of the Company, and the Company acknowledges that Indemnitee is relying upon this Agreement in serving as an officer or director of the Company.
- (b) This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes all prior agreements and understandings, oral, written and implied, between the parties hereto with respect to the subject matter hereof.
- (c) The Company shall not seek from a court, or agree to, a “bar order” which would have the effect of prohibiting or limiting the Indemnitee’s rights to receive advancement of expenses under this Agreement.

13. DEFINITIONS.

For purposes of this Agreement:

- (a) “**Corporate Status**” describes the status of a person who is or was a director, officer, employee, agent or fiduciary of the Company or any parent or subsidiary thereof or of any other corporation, partnership, joint venture, trust, employee benefit plan or other enterprise that such person is or was serving at the express written request of the Company.
- (b) “**Disinterested Director**” means a director of the Company who is not and was not a party to the Proceeding in respect of which indemnification is sought by Indemnitee.
- (c) “**Enterprise**” shall mean the Company and any other corporation, partnership, joint venture, trust, employee benefit plan or other enterprise that Indemnitee is or was serving at the express written request of the Company as a director, officer, employee, agent or fiduciary.
- (d) “**Expenses**” shall include all reasonable attorneys’ fees, retainers, court costs, transcript costs, fees of experts, witness fees, travel expenses, duplicating costs, printing and binding costs, telephone charges, postage, delivery service fees and all other disbursements or expenses of the types customarily incurred in connection with prosecuting, defending, preparing to prosecute or defend, investigating, participating, or being or preparing to be a witness in a Proceeding, or responding to, or objecting to, a request to provide discovery in any Proceeding. Expenses also shall include Expenses incurred in connection with any appeal resulting from any Proceeding and any federal, state, local or foreign taxes imposed on the Indemnitee as a result of the actual or deemed receipt of any payments under this Agreement, including without limitation the premium, security for, and other costs relating to any cost bond, supersede as bond, or other appeal bond or its equivalent. Expenses, however, shall not include amounts paid in settlement by Indemnitee or the amount of judgments or fines against Indemnitee.

- (e) **"Independent Counsel"** means a law firm, or a member of a law firm, that is experienced in matters of corporation law and neither presently is, nor in the past five years has been, retained to represent (i) the Company or Indemnitee in any matter material to either such party (other than with respect to matters concerning Indemnitee under this Agreement, or of other indemnitees under similar indemnification agreements), or (ii) any other party to the Proceeding giving rise to a claim for indemnification hereunder. Notwithstanding the foregoing, the term "Independent Counsel" shall not include any person who, under the applicable standards of professional conduct then prevailing, would have a conflict of interest in representing either the Company or Indemnitee in an action to determine Indemnitee's rights under this Agreement. The Company agrees to pay the reasonable fees of the Independent Counsel referred to above and to fully indemnify such counsel against any and all Expenses, claims, liabilities and damages arising out of or relating to this Agreement or its engagement pursuant hereto.
- (f) **"Proceeding"** includes any threatened, pending or completed action, suit, arbitration, alternate dispute resolution mechanism, investigation, inquiry, administrative hearing or any other actual, threatened or completed proceeding, whether brought by or in the right of the Company or otherwise and whether civil, criminal, administrative or investigative, in which Indemnitee was, is or will be involved as a party or otherwise, by reason of his or her Corporate Status, by reason of any action taken by him or of any inaction on his part while acting in his or her Corporate Status; in each case whether or not he is acting or serving in any such capacity at the time any liability or expense is incurred for which indemnification can be provided under this Agreement; including one pending on or before the date of this Agreement, but excluding one initiated by an Indemnitee pursuant to Section 7 of this Agreement to enforce his rights under this Agreement.

14. SEVERABILITY.

The invalidity or unenforceability of any provision hereof shall in no way affect the validity or enforceability of any other provision. Without limiting the generality of the foregoing, this Agreement is intended to confer upon Indemnitee indemnification rights to the fullest extent permitted by applicable laws. In the event any provision hereof conflicts with any applicable law, such provision shall be deemed modified, consistent with the aforementioned intent, to the extent necessary to resolve such conflict.

15. MODIFICATION AND WAIVER.

No supplement, modification, termination or amendment of this Agreement shall be binding unless executed in writing by both of the parties hereto. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provisions hereof (whether or not similar) nor shall such waiver constitute a continuing waiver.

16. NOTICE BY INDEMNITEE.

Indemnitee agrees promptly to notify the Company in writing upon being served with or otherwise receiving any summons, citation, subpoena, complaint, indictment, information or other document relating to any Proceeding or matter which may be subject to indemnification covered hereunder. The failure to so notify the Company shall not relieve the Company of any obligation which it may have to Indemnitee under this Agreement or otherwise unless and only to the extent that such failure or delay materially prejudices the Company.

17. NOTICES.

All notices and other communications given or made pursuant to this Agreement shall be in writing and shall be deemed effectively given (a) upon personal delivery to the party to be notified, (b) when sent by confirmed electronic mail or facsimile if sent during normal business hours of the recipient, and if not so confirmed, then on the next business day, (c) five (5) days after having been sent by registered or certified mail, return receipt requested, postage prepaid, or (d) one (1) day after deposit with a nationally recognized overnight courier, specifying next day delivery, with written verification of receipt. All communications shall be sent:

- (a) To Indemnitee at the address set forth below Indemnitee signature hereto.
- (b) To the Company at:

Kiniksa Pharmaceuticals International, plc,
Third Floor, 23 Old Bond Street,
London, United Kingdom, W1S 4PZ
Attention: Directors

or to such other address as may have been furnished to Indemnitee by the Company or to the Company by Indemnitee, as the case may be.

18. COUNTERPARTS.

This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same the same instrument. Counterparts may be delivered via facsimile, electronic mail (including pdf or any electronic signature complying with the U.S. federal ESIGN Act of 2000, *e.g.*, www.docusign.com) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

19. HEADINGS.

The headings of the paragraphs of this Agreement are inserted for convenience only and shall not be deemed to constitute part of this Agreement or to affect the construction thereof.

20. GOVERNING LAW AND CONSENT TO JURISDICTION.

This Agreement and the legal relations among the parties shall be governed by, and construed and enforced in accordance with, the laws of the State of Delaware, without regard to its conflict of laws rules. The Company and Indemnitee hereby irrevocably and unconditionally (i) agree that any action or proceeding arising out of or in connection with this Agreement shall be brought only in the state courts of New York or the United States District Court for the Southern District of New York (the "**New York Courts**"), and not in any other state or federal court in the United States of America or any court in any other country, (ii) consent to submit to the exclusive jurisdiction of the New York Courts for purposes of any action or proceeding arising out of or in connection with this Agreement, (iii) waive any objection to the laying of venue of any such action or proceeding in the New York Courts, and (iv) waive, and agree not to plead or to make, any claim that any such action or proceeding brought in the New York Courts has been brought in an improper or inconvenient forum.

[Signature Page to Follow]

IN WITNESS WHEREOF, the parties hereto have executed this Indemnification Agreement on and as of the day and year first above written.

KINIKSA PHARMACEUTICALS INTERNATIONAL, PLC

By: _____

Name: _____

Title: _____

INDEMNITEE

By: _____

Name: [OFFICER NAME]

Address: _____

KINIKSA PHARMACEUTICALS INTERNATIONAL, PLC
2015 EQUITY INCENTIVE PLAN

(FORMERLY, KINIKSA PHARMACEUTICALS, LTD.
2015 EQUITY INCENTIVE PLAN)

1. DEFINITIONS.

Unless otherwise specified or unless the context otherwise requires, the following terms, as used in this Kiniksa Pharmaceuticals International, plc 2015 Equity Incentive Plan, have the following meanings:

Administrator means the Board of Directors, unless it has delegated power to act on its behalf to the Committee, in which case the Administrator means the Committee.

Affiliate means a corporation which, for purposes of Section 424 of the Code, is a parent or subsidiary of the Company, direct or indirect.

Agreement means an agreement between the Company and a Participant delivered pursuant to the Plan and pertaining to a Share Right, in such form as the Administrator shall approve.

Board of Directors means the Board of Directors of the Company.

California Participant means a Participant who resides in the State of California.

Cause means, with respect to a Participant (a) dishonesty with respect to the Company or any Affiliate, (b) insubordination, substantial malfeasance or non-feasance of duty, (c) unauthorized disclosure of confidential information, (d) breach by a Participant of any provision of any employment, consulting, advisory, nondisclosure, non-competition or similar agreement between the Participant and the Company or any Affiliate, and (e) conduct substantially prejudicial to the business of the Company or any Affiliate; provided, however, that any provision in an agreement between a Participant and the Company or an Affiliate, which contains a conflicting definition of Cause for termination and which is in effect at the time of such termination, shall supersede this definition with respect to that Participant. The determination of the Administrator as to the existence of Cause will be conclusive on the Participant and the Company.

Code means the United States Internal Revenue Code of 1986, as amended including any successor statute, regulation and guidance thereto.

Committee means the committee of the Board of Directors to which the Board of Directors has delegated power to act under or pursuant to the provisions of the Plan.

Company means Kiniksa Pharmaceuticals International, plc, a public limited company organized under the laws of England and Wales.

Consultant means any natural person who is an advisor or consultant that provides bona fide services to the Company or its Affiliates, provided that such services are not in connection with the offer or sale of securities in a capital raising transaction, and do not directly or indirectly promote or maintain a market for the Company's or its Affiliates' securities.

Disability or Disabled means permanent and total disability as defined in Section 22(e)(3) of the Code.

Employee means any employee of the Company or of an Affiliate (including, without limitation, an employee who is also serving as an officer or director of the Company or of an Affiliate), designated by the Administrator to be eligible to be granted one or more Share Rights under the Plan.

Exchange Act means the Securities Exchange Act of 1934, as amended.

Fair Market Value of an Ordinary Share means:

(1) If the Ordinary Shares are listed on a national securities exchange or traded in the over-the-counter market and sales prices are regularly reported for the Ordinary Shares, the closing or, if not applicable, the last price of the Ordinary Shares on the composite tape or other comparable reporting system for the trading day on the applicable date and if such applicable date is not a trading day, the last market trading day prior to such date;

(2) If the Ordinary Shares are not traded on a national securities exchange but are traded on the over-the-counter market, if sales prices are not regularly reported for the Ordinary Shares for the trading day referred to in clause (1), and if bid and asked prices for the Ordinary Shares are regularly reported, the mean between the bid and the asked price for the Ordinary Shares at the close of trading in the over-the-counter market for the trading day on which Ordinary Shares was traded on the applicable date and if such applicable date is not a trading day, the last market trading day prior to such date; and

(3) If the Ordinary Shares are neither listed on a national securities exchange nor traded in the over-the-counter market, such value as the Administrator, in good faith, shall determine.

ISO means an option intended to qualify as an incentive stock option under Section 422 of the Code.

Non-Qualified Option means an option which is not intended to qualify as an ISO.

Option means an ISO or Non-Qualified Option granted under the Plan.

Ordinary Shares means the Class A Ordinary Shares of the Company, nominal value of \$0.000273235 per share.

Participant means an Employee, director or Consultant of the Company or an Affiliate to whom one or more Share Rights are granted under the Plan. As used herein, "Participant" shall include "Participant's Survivors" where the context requires.

Plan means this Kiniksa Pharmaceuticals International, plc 2015 Equity Incentive Plan, as amended and restated, and as may be further amended and/or restated from time to time.

Securities Act means the Securities Act of 1933, as amended.

Shares means shares of the Ordinary Shares as to which Share Rights have been or may be granted under the Plan or any shares into which the Shares are changed or for which they are exchanged within the provisions of Paragraph 3 of the Plan. The Shares issued under the Plan may be authorized and unissued shares or shares held by the Company in its treasury, or both.

Share-Based Award means a grant by the Company under the Plan of an equity award or an equity based award which is not an Option or a Share Grant.

Share Grant means a grant by the Company of Shares under the Plan.

Share Right means a right to Shares or the value of Shares of the Company granted pursuant to the Plan — an ISO, a Non-Qualified Option, a Share Grant or a Share-Based Award.

Survivor means a deceased Participant's legal representatives and/or any person or persons who acquired the Participant's rights to a Share Right by will or by the laws of descent and distribution.

2. PURPOSES OF THE PLAN.

The Plan is intended to encourage ownership of Shares by Employees and directors of and certain Consultants to the Company and its Affiliates in order to attract and retain such people, to induce them to work for the benefit of the Company or of an Affiliate and to provide additional incentive for them to promote the success of the Company or of an Affiliate. The Plan provides for the granting of ISOs, Non-Qualified Options, Share Grants and Share-Based Awards.

3. SHARES SUBJECT TO THE PLAN.

(a) The number of Shares which may be issued from time to time pursuant to this Plan shall be thirteen million ninety nine thousand six hundred and fourteen (13,099,614), or the equivalent of such number of Shares after the Administrator, in its sole discretion, has interpreted the effect of any share split, share dividend, combination, recapitalization or similar transaction in accordance with Paragraph 24 of the Plan.

(b) If an Option ceases to be "outstanding", in whole or in part (other than by exercise), or if the Company shall reacquire (at not more than its original issuance price) any Shares issued pursuant to a Share Grant or Share-Based Award, or if any Share Right expires or is forfeited, cancelled, or otherwise terminated or results in any Shares not being issued, the unissued or reacquired Shares which were subject to such Share Right shall again be available for issuance from time to time pursuant to this Plan. Notwithstanding the foregoing, if a Share Right is exercised, in whole or in part, by tender of Shares or if the Company or an Affiliate's tax withholding obligation is satisfied by withholding Shares, the number of Shares deemed to have been issued under the Plan for purposes of the limitation set forth in Paragraph 3(a) above shall be the number of Shares that were subject to the Share Right or portion thereof, and not the net number of Shares actually issued. However, in the case of ISOs, the foregoing provisions shall be subject to any limitations under the Code.

4. ADMINISTRATION OF THE PLAN

The Administrator of the Plan will be the Board of Directors, except to the extent the Board of Directors delegates its authority to the Committee, in which case the Committee shall be the Administrator. Subject to the provisions of the Plan, the Administrator is authorized to:

- (a) Interpret the provisions of the Plan and all Share Rights and to make all rules and determinations which it deems necessary or advisable for the administration of the Plan;
 - (b) Determine which Employees, directors and Consultants shall be granted Share Rights;
 - (c) Determine the number of Shares for which a Share Right or Share Rights shall be granted;
 - (d) Specify the terms and conditions upon which a Share Right or Share Rights may be granted;
 - (e) Amend any term or condition of any outstanding Share Right, including, without limitation, to reduce or increase the exercise price or purchase price, accelerate the vesting schedule or extend the expiration date, provided that (i) such term or condition as amended is permitted by the Plan; (ii) any such amendment shall not impair the rights of a Participant under any Share Right previously granted without such Participant's consent or in the event of death of the Participant the Participant's Survivors; and (iii) any such amendment shall be made only after the Administrator determines whether such amendment would cause any adverse tax consequences to the Participant, including, but not limited to, the annual vesting limitation contained in Section 422(d) of the Code and described in Paragraph 6(b)(iv) below with respect to ISOs and pursuant to Section 409A of the Code;
 - (f) Buy out for a payment in cash or Shares, a Share Right previously granted and/or cancel any such Share Right and grant in substitution therefor other Share Rights, covering the same or a different number of Shares and having an exercise price or purchase price per share which may be lower or higher than the exercise price or purchase price of the cancelled Share Right, based on such terms and conditions as the Administrator shall establish and the Participant shall accept; and
 - (g) Adopt any sub-plans applicable to residents of any specified jurisdiction as it deems necessary or appropriate in order to comply with or take advantage of any tax or other laws applicable to the Company, any Affiliate or to Participants or to otherwise facilitate the administration of the Plan, which sub-plans may include additional restrictions or conditions applicable to Share Rights or Shares issuable pursuant to a Share Right;
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provided, however, that all such interpretations, rules, determinations, terms and conditions shall be made and prescribed in the context of not causing any adverse tax consequences under Section 409A of the Code and preserving the tax status under Section 422 of the Code of those Options which are designated as ISOs. Subject to the foregoing, the interpretation and construction by the Administrator of any provisions of the Plan or of any Share Right granted under it shall be final, unless otherwise determined by the Board of Directors, if the Administrator is the Committee. In addition, if the Administrator is the Committee, the Board of Directors may take any action under the Plan that would otherwise be the responsibility of the Committee.

To the extent permitted under applicable law, the Board of Directors or the Committee may allocate all or any portion of its responsibilities and powers to any one or more of its members and may delegate all or any portion of its responsibilities and powers to any other person selected by it. The Board of Directors or the Committee may revoke any such allocation or delegation at any time.

5. ELIGIBILITY FOR PARTICIPATION.

The Administrator will, in its sole discretion, name the Participants in the Plan; provided, however, that each Participant must be an Employee, director or Consultant of the Company or of an Affiliate at the time a Share Right is granted. Notwithstanding the foregoing, the Administrator may authorize the grant of a Share Right to a person not then an Employee, director or Consultant of the Company or of an Affiliate; provided, however, that the actual grant of such Share Right shall be conditioned upon such person becoming eligible to become a Participant at or prior to the time of the execution of the Agreement evidencing such Share Right. ISOs may be granted only to Employees who are deemed to be residents of the United States for tax purposes. Non-Qualified Options, Share Grants and Share-Based Awards may be granted to any Employee, director or Consultant of the Company or an Affiliate. The granting of any Share Right to any individual shall neither entitle that individual to, nor disqualify him or her from, participation in any other grant of Share Rights or any grant under any other benefit plan established by the Company or any Affiliate for Employees, directors or Consultants.

6. TERMS AND CONDITIONS OF OPTIONS.

Each Option shall be set forth in writing in an Option Agreement, duly executed by the Company and, to the extent required by law or requested by the Company, by the Participant. The Administrator may provide that Options be granted subject to such terms and conditions, consistent with the terms and conditions specifically required under this Plan, as the Administrator may deem appropriate including, without limitation, subsequent approval by the shareholders of the Company of this Plan or any amendments thereto. The Option Agreements shall be subject to at least the following terms and conditions:

(a) Non-Qualified Options: Each Option intended to be a Non-Qualified Option shall be subject to the terms and conditions which the Administrator determines to be appropriate and in the best interest of the Company, subject to the following minimum standards for any such Non-Qualified Option:

- (i) Exercise Price: Each Option Agreement shall state the exercise price (per share) of the Shares covered by each Option, which exercise price shall be determined by the Administrator and shall be at least equal to the Fair Market Value per share of Ordinary Shares on the date of grant of the Option, provided that if the exercise price is less than Fair Market Value, the terms of such Option must comply with the requirements of Section 409A of the Code unless granted to a Consultant to whom Section 409A of the Code does not apply.
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- (ii) Number of Shares: Each Option Agreement shall state the number of Shares to which it pertains.
 - (iii) Option Periods: Each Option Agreement shall state the date or dates on which it first is exercisable and the date after which it may no longer be exercised, and may provide that the Option rights accrue or become exercisable in installments over a period of months or years, or upon the occurrence of certain conditions or the attainment of stated goals or events. For California Participants, the exercise period of the Option set forth in the Option Agreement shall not be more than 120 months from the date of grant.
 - (iv) Option Conditions: Exercise of any Option may be conditioned upon the Participant's execution of a Share purchase agreement in form satisfactory to the Administrator providing for certain protections for the Company and its other shareholders, including requirements that:
 - (A) The Participant's or the Participant's Survivors' right to sell or transfer the Shares may be restricted; and
 - (B) The Participant or the Participant's Survivors may be required to execute letters of investment intent and must also acknowledge that the Shares will bear legends noting any applicable restrictions.
 - (v) Term of Option: Each Option shall terminate not more than ten years from the date of the grant or at such earlier time as the Option Agreement may provide.
- (b) ISOs: Each Option intended to be an ISO shall be issued only to an Employee who is deemed to be a resident of the United States for tax purposes, and shall be subject to the following terms and conditions, with such additional restrictions or changes as the Administrator determines are appropriate but not in conflict with Section 422 of the Code and relevant regulations and rulings of the Internal Revenue Service:
- (i) Minimum standards: The ISO shall meet the minimum standards required of Non-Qualified Options, as described in Paragraph 6(a) above, except clause (i) and (v) thereunder.
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- (ii) Exercise Price: Immediately before the ISO is granted, if the Participant owns, directly or by reason of the applicable attribution rules in Section 424(d) of the Code:
 - (A) 10% or less of the total combined voting power of all classes of shares of the Company or an Affiliate, the exercise price per share of the Shares covered by each ISO shall not be less than 100% of the Fair Market Value per share of the Ordinary Shares on the date of grant of the Option; or
 - (B) More than 10% of the total combined voting power of all classes of shares of the Company or an Affiliate, the exercise price per share of the Shares covered by each ISO shall not be less than 110% of the Fair Market Value per share of the Ordinary Shares on the date of grant of the Option.
- (iii) Term of Option: For Participants who own:
 - (A) 10% or less of the total combined voting power of all classes of shares of the Company or an Affiliate, each ISO shall terminate not more than ten years from the date of the grant or at such earlier time as the Option Agreement may provide; or
 - (B) More than 10% of the total combined voting power of all classes of shares of the Company or an Affiliate, each ISO shall terminate not more than five years from the date of the grant or at such earlier time as the Option Agreement may provide.
- (iv) Limitation on Yearly Exercise: The Option Agreements shall restrict the amount of ISOs which may become exercisable in any calendar year (under this or any other ISO plan of the Company or an Affiliate) so that the aggregate Fair Market Value (determined on the date each ISO is granted) of the shares with respect to which ISOs are exercisable for the first time by the Participant in any calendar year does not exceed \$100,000.

7. TERMS AND CONDITIONS OF SHARE GRANTS.

Each Share Grant to a Participant shall state the principal terms in an Agreement duly executed by the Company and, to the extent required by law or requested by the Company, by the Participant. For California Participants, each Share Grant shall be issued within ten (10) years from the earlier of the date the Plan is adopted or approved by the Company's shareholders. The Agreement shall be in a form approved by the Administrator and shall contain terms and conditions which the Administrator determines to be appropriate and in the best interest of the Company, subject to the following minimum standards:

- (a) Each Agreement shall state the purchase price per share, if any, of the Shares covered by each Share Grant, which purchase price shall be determined by the Administrator but shall not be less than the minimum consideration required by the laws of England and Wales, if any, on the date of the grant of the Share Grant;
 - (b) Each Agreement shall state the number of Shares to which the Share Grant pertains; and
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(c) Each Agreement shall include the terms of any right of the Company to restrict or reacquire the Shares subject to the Share Grant, including the time and events upon which such rights shall accrue and the purchase price therefor, if any.

8. TERMS AND CONDITIONS OF OTHER SHARE-BASED AWARDS.

The Administrator shall have the right to grant other Share-Based Awards based upon the Ordinary Shares having such terms and conditions as the Administrator may determine, including, without limitation, the grant of Shares based upon certain conditions, the grant of securities convertible into Shares and the grant of share appreciation rights, phantom share awards or share units. The principal terms of each Share-Based Award shall be set forth in an Agreement, duly executed by the Company and, to the extent required by law or requested by the Company, by the Participant. The Agreement shall be in a form approved by the Administrator and shall contain terms and conditions which the Administrator determines to be appropriate and in the best interest of the Company.

The Company intends that the Plan and any Share-Based Awards granted hereunder be exempt from the application of Section 409A of the Code or meet the requirements of paragraphs (2), (3) and (4) of subsection (a) of Section 409A of the Code, to the extent applicable, and be operated in accordance with Section 409A so that any compensation deferred under any Share-Based Award (and applicable investment earnings) shall not be included in income under Section 409A of the Code. Any ambiguities in the Plan shall be construed to effect the intent as described in this Paragraph 8.

9. EXERCISE OF OPTIONS AND ISSUE OF SHARES.

An Option (or any part or installment thereof) shall be exercised by giving written notice to the Company or its designee (in a form acceptable to the Administrator, which may include electronic notice), together with provision for payment of the aggregate exercise price in accordance with this Paragraph for the Shares as to which the Option is being exercised, and upon compliance with any other condition(s) set forth in the Option Agreement. Such notice shall be signed by the person exercising the Option (which signature may be provided electronically in a form acceptable to the Administrator), shall state the number of Shares with respect to which the Option is being exercised and shall contain any representation required by the Plan or the Option Agreement. Payment of the exercise price for the Shares as to which such Option is being exercised shall be made (a) in United States dollars in cash or by check, or (b) at the discretion of the Administrator, through delivery of Ordinary Shares held for at least six months (if required to avoid negative accounting treatment) having a Fair Market Value equal as of the date of the exercise to the aggregate cash exercise price for the number of Shares as to which the Option is being exercised, or (c) at the discretion of the Administrator, by having the Company retain from the Shares otherwise issuable upon exercise of the Option, a number of Shares having a Fair Market Value equal as of the date of exercise to the aggregate exercise price for the number of Shares as to which the Option is being exercised, or (d) at the discretion of the Administrator (after consideration of applicable securities, tax and accounting implications), by delivery of the grantee's personal recourse note bearing interest payable not less than annually at no less than 100% of the applicable Federal rate, as defined in Section 1274(d) of the Code, or (e) at the discretion of the Administrator, in accordance with a cashless exercise program established with a securities brokerage firm, and approved by the Administrator, or (f) at the discretion of the Administrator, by any combination of (a), (b), (c), (d) and (e) above or (g) at the discretion of the Administrator, by payment of such other lawful consideration as the Administrator may determine. Notwithstanding the foregoing, the Administrator shall accept only such payment on exercise of an ISO as is permitted by Section 422 of the Code.

The Company shall then reasonably promptly deliver the Shares as to which such Option was exercised to the Participant (or to the Participant's Survivors, as the case may be). In determining what constitutes "reasonably promptly," it is expressly understood that the issuance and delivery of the Shares may be delayed by the Company in order to comply with any law or regulation (including, without limitation, state securities or "blue sky" laws) which requires the Company to take any action with respect to the Shares prior to their issuance. The Shares shall, upon delivery, be fully paid, non-assessable Shares.

10. PAYMENT IN CONNECTION WITH THE ISSUANCE OF SHARE GRANTS AND SHARE-BASED AWARDS AND ISSUE OF SHARES.

Any Share Grant or Share-Based Award requiring payment of a purchase price for the Shares as to which such Share Grant or Share-Based Award is being granted shall be made (a) in United States dollars in cash or by check, or (b) at the discretion of the Administrator, through delivery of Ordinary Shares held for at least six months (if required to avoid negative accounting treatment) and having a Fair Market Value equal as of the date of payment to the purchase price of the Share Grant or Share-Based Award, or (c) at the discretion of the Administrator (after consideration of applicable securities, tax and accounting implications), by delivery of the grantee's personal recourse note bearing interest payable not less than annually at no less than 100% of the applicable Federal rate, as defined in Section 1274(d) of the Code, or (d) at the discretion of the Administrator, by any combination of (a), (b) and (c) above, or (e) at the discretion of the Administrator, by payment of such other lawful consideration as the Administrator may determine.

The Company shall when required by the applicable Agreement, reasonably promptly deliver the Shares as to which such Share Grant or Share-Based Award was made to the Participant (or to the Participant's Survivors, as the case may be), subject to any escrow provision set forth in the applicable Agreement. In determining what constitutes "reasonably promptly," it is expressly understood that the issuance and delivery of the Shares may be delayed by the Company in order to comply with any law or regulation (including, without limitation, state securities or "blue sky" laws) which requires the Company to take any action with respect to the Shares prior to their issuance.

11. RIGHTS AS A SHAREHOLDER.

No Participant to whom a Share Right has been granted shall have rights as a shareholder with respect to any Shares covered by such Share Right except after due exercise of an Option or issuance of Shares as set forth in any Agreement, tender of the aggregate exercise or purchase price, if any, for the Shares being purchased and registration of the Shares in the Company's share register in the name of the Participant.

12. ASSIGNABILITY AND TRANSFERABILITY OF SHARE RIGHTS.

By its terms, a Share Right granted to a Participant shall not be transferable by the Participant other than (i) by will or by the laws of descent and distribution, or (ii) as approved by the Administrator in its discretion and set forth in the applicable Agreement provided that no Share Right may be transferred by a Participant for value. For California Participants, Share Rights shall not be transferable by the Participant other than by will or by the laws of descent and distribution, to a revocable trust, or as permitted by Rule 701 of the Securities Act. Notwithstanding the foregoing, an ISO transferred except in compliance with clause (i) above shall no longer qualify as an ISO. The designation of a beneficiary of a Share Right by a Participant, with the prior approval of the Administrator and in such form as the Administrator shall prescribe, shall not be deemed a transfer prohibited by this Paragraph. Except as provided above during the Participant's lifetime a Share Right shall only be exercisable by or issued to such Participant (or his or her legal representative) and shall not be assigned, pledged or hypothecated in any way (whether by operation of law or otherwise) and shall not be subject to execution, attachment or similar process. Any attempted transfer, assignment, pledge, hypothecation or other disposition of any Share Right or of any rights granted thereunder contrary to the provisions of this Plan, or the levy of any attachment or similar process upon a Share Right, shall be null and void.

13. EFFECT ON OPTIONS OF TERMINATION OF SERVICE OTHER THAN FOR CAUSE OR DEATH OR DISABILITY.

Except as otherwise provided in a Participant's Option Agreement, in the event of a termination of service (whether as an Employee, director or Consultant) with the Company or an Affiliate before the Participant has exercised an Option, the following rules apply:

(a) A Participant who ceases to be an Employee, director or Consultant of the Company or of an Affiliate for any reason other than termination for Cause, Disability, or death, for which events there are special rules in Paragraphs 14, 15, and 16, respectively, may exercise any Option granted to him or her to the extent that the Option is exercisable on the date of such termination of service, but only within such term as the Administrator has designated in a Participant's Option Agreement.

(b) Except as provided in Subparagraph (c) below, or Paragraph 15 or 16, in no event may an Option intended to be an ISO, be exercised later than three months after the Participant's termination of employment. For Options granted to California Participants, an Option must be exercisable for at least thirty (30) days from the date of a Participant's termination of employment.

(c) The provisions of this Paragraph, and not the provisions of Paragraph 15 or 16, shall apply to a Participant who subsequently becomes Disabled or dies after the termination of employment, director status or consultancy; provided, however, in the case of a Participant's Disability or death within three months after the termination of employment, director status or consultancy, the Participant or the Participant's Survivors may exercise the Option within one year after the date of the Participant's termination of service, but in no event after the date of expiration of the term of the Option.

(d) Notwithstanding anything herein to the contrary, if subsequent to a Participant's termination of employment, termination of director status or termination of consultancy, but prior to the exercise of an Option, the Administrator determines that, either prior or subsequent to the Participant's termination, the Participant engaged in conduct which would constitute Cause, then such Participant shall forthwith cease to have any right to exercise any Option.

(e) A Participant to whom an Option has been granted under the Plan who is absent from the Company or an Affiliate because of temporary disability (any disability other than a Disability as defined in Paragraph 1 hereof), or who is on leave of absence for any purpose, shall not, during the period of any such absence, be deemed, by virtue of such absence alone, to have terminated such Participant's employment, director status or consultancy with the Company or with an Affiliate, except as the Administrator may otherwise expressly provide; provided, however, that, for ISOs, any leave of absence granted by the Administrator of greater than ninety days, unless pursuant to a contract or statute that guarantees the right to reemployment, shall cause such ISO to become a Non-Qualified Option on the 91st day following such leave of absence.

(f) Except as required by law or as set forth in a Participant's Option Agreement, Options granted under the Plan shall not be affected by any change of a Participant's status within or among the Company and any Affiliates, so long as the Participant continues to be an Employee, director or Consultant of the Company or any Affiliate.

14. EFFECT ON OPTIONS OF TERMINATION OF SERVICE FOR CAUSE.

Except as otherwise provided in a Participant's Option Agreement, the following rules apply if the Participant's service (whether as an Employee, director or Consultant) with the Company or an Affiliate is terminated for Cause prior to the time that all his or her outstanding Options have been exercised:

(a) All outstanding and unexercised Options as of the time the Participant is notified his or her service is terminated for Cause will immediately be forfeited.

(b) Cause is not limited to events which have occurred prior to a Participant's termination of service, nor is it necessary that the Administrator's finding of Cause occur prior to termination. If the Administrator determines, subsequent to a Participant's termination of service but prior to the exercise of an Option, that either prior or subsequent to the Participant's termination the Participant engaged in conduct which would constitute Cause, then the right to exercise any Option is forfeited.

15. EFFECT ON OPTIONS OF TERMINATION OF SERVICE FOR DISABILITY.

(a) Except as otherwise provided in a Participant's Option Agreement, a Participant who ceases to be an Employee, director or Consultant of the Company or of an Affiliate by reason of Disability may exercise any Option granted to such Participant:

(i) To the extent that the Option has become exercisable but has not been exercised on the date of the Participant's termination of service due to Disability; and

(ii) In the event rights to exercise the Option accrue periodically, to the extent of a pro rata portion through the date of the Participant's termination of service due to Disability of any additional vesting rights that would have accrued on the next vesting date had the Participant not become Disabled. The proration shall be based upon the number of days accrued in the current vesting period prior to the date of the Participant's termination of service due to Disability.

(b) A Disabled Participant may exercise the Option only within the period ending one year after the date of the Participant's termination of service due to Disability, notwithstanding that the Participant might have been able to exercise the Option as to some or all of the Shares on a later date if the Participant had not been terminated due to Disability and had continued to be an Employee, director or Consultant or, if earlier, within the originally prescribed term of the Option. For Options granted to California Participants, a Participant may exercise such rights for at least six (6) months from the date of termination of service due to Disability.

(c) The Administrator shall make the determination both of whether Disability has occurred and the date of its occurrence (unless a procedure for such determination is set forth in another agreement between the Company and such Participant, in which case such procedure shall be used for such determination). If requested, the Participant shall be examined by a physician selected or approved by the Administrator, the cost of which examination shall be paid for by the Company.

16. EFFECT ON OPTIONS OF DEATH WHILE AN EMPLOYEE, DIRECTOR OR CONSULTANT.

(a) Except as otherwise provided in a Participant's Option Agreement in the event of the death of a Participant while the Participant is an Employee, director or Consultant of the Company or of an Affiliate, such Option may be exercised by the Participant's Survivors:

(i) To the extent that the Option has become exercisable but has not been exercised on the date of death; and

(ii) In the event rights to exercise the Option accrue periodically, to the extent of a pro rata portion through the date of death of any additional vesting rights that would have accrued on the next vesting date had the Participant not died. The proration shall be based upon the number of days accrued in the current vesting period prior to the Participant's date of death.

(b) If the Participant's Survivors wish to exercise the Option, they must take all necessary steps to exercise the Option within one year after the date of death of such Participant, notwithstanding that the decedent might have been able to exercise the Option as to some or all of the Shares on a later date if he or she had not died and had continued to be an Employee, director or Consultant or, if earlier, within the originally prescribed term of the Option. For Options granted to California Participants, the Participant's Survivors must be allowed to take all necessary steps to exercise the Option for at least six (6) months from the date of death of such Participant.

17. EFFECT OF TERMINATION OF SERVICE ON SHARE GRANTS AND SHARE-BASED AWARDS.

In the event of a termination of service (whether as an Employee, director or Consultant) with the Company or an Affiliate for any reason before the Participant has accepted a Share Grant or a Share-Based Award and paid the purchase price, if required, such grant shall terminate.

For purposes of this Paragraph 17 and Paragraph 18 below, a Participant to whom a Share Grant or a Share-Based Award has been issued under the Plan who is absent from work with the Company or with an Affiliate because of temporary disability (any disability other than a Disability as defined in Paragraph 1 hereof), or who is on leave of absence for any purpose, shall not, during the period of any such absence, be deemed, by virtue of such absence alone, to have terminated such Participant's employment, director status or consultancy with the Company or with an Affiliate, except as the Administrator may otherwise expressly provide.

In addition, for purposes of this Paragraph 17 and Paragraph 18 below, any change of employment or other service within or among the Company and any Affiliates shall not be treated as a termination of employment, director status or consultancy so long as the Participant continues to be an Employee, director or Consultant of the Company or any Affiliate.

18. EFFECT ON SHARE GRANTS OF TERMINATION OF SERVICE OTHER THAN FOR CAUSE OR DEATH OR DISABILITY.

Except as otherwise provided in a Participant's Share Grant Agreement, in the event of a termination of service (whether as an Employee, director or Consultant), other than termination for Cause, Disability, or death, for which events there are special rules in Paragraphs 19, 20, and 21, respectively, before all forfeiture provisions or Company rights of repurchase shall have lapsed, then the Company shall have the right to cancel or repurchase that number of Shares subject to a Share Grant as to which the Company's forfeiture or repurchase rights have not lapsed.

19. EFFECT ON SHARE GRANTS OF TERMINATION OF SERVICE FOR CAUSE.

Except as otherwise provided in a Participant's Share Grant Agreement, the following rules apply if the Participant's service (whether as an Employee, director or Consultant) with the Company or an Affiliate is terminated for Cause:

(a) All Shares subject to any Share Grant that remain subject to forfeiture provisions or as to which the Company shall have a repurchase right shall be immediately forfeited to the Company as of the time the Participant is notified his or her service is terminated for Cause.

(b) Cause is not limited to events which have occurred prior to a Participant's termination of service, nor is it necessary that the Administrator's finding of Cause occur prior to termination. If the Administrator determines, subsequent to a Participant's termination of service, that either prior or subsequent to the Participant's termination the Participant engaged in conduct which would constitute Cause, then all Shares subject to any Share Grant that remained subject to forfeiture provisions or as to which the Company had a repurchase right on the date of termination shall be immediately forfeited to the Company.

20. EFFECT ON SHARE GRANTS OF TERMINATION OF SERVICE FOR DISABILITY.

Except as otherwise provided in a Participant's Share Grant Agreement, the following rules apply if a Participant ceases to be an Employee, director or Consultant of the Company or of an Affiliate by reason of Disability: to the extent the forfeiture provisions or the Company's rights of repurchase have not lapsed on the date of Disability, they shall be exercisable; provided, however, that in the event such forfeiture provisions or rights of repurchase lapse periodically, such provisions or rights shall lapse to the extent of a pro rata portion of the Shares subject to such Share Grant through the date of Disability as would have lapsed had the Participant not become Disabled. The proration shall be based upon the number of days accrued prior to the date of Disability.

The Administrator shall make the determination both as to whether Disability has occurred and the date of its occurrence (unless a procedure for such determination is set forth in another agreement between the Company and such Participant, in which case such procedure shall be used for such determination). If requested, the Participant shall be examined by a physician selected or approved by the Administrator, the cost of which examination shall be paid for by the Company.

21. EFFECT ON SHARE GRANTS OF DEATH WHILE AN EMPLOYEE, DIRECTOR OR CONSULTANT.

Except as otherwise provided in a Participant's Share Grant Agreement, the following rules apply in the event of the death of a Participant while the Participant is an Employee, director or Consultant of the Company or of an Affiliate: to the extent the forfeiture provisions or the Company's rights of repurchase have not lapsed on the date of death, they shall be exercisable; provided, however, that in the event such forfeiture provisions or rights of repurchase lapse periodically, such provisions or rights shall lapse to the extent of a pro rata portion of the Shares subject to such Share Grant through the date of death as would have lapsed had the Participant not died. The proration shall be based upon the number of days accrued prior to the Participant's date of death.

22. PURCHASE FOR INVESTMENT.

Unless the offering and sale of the Shares shall have been effectively registered under the Securities Act, the Company shall be under no obligation to issue Shares under the Plan unless and until the following conditions have been fulfilled:

(a) The person who receives a Share Right shall warrant to the Company, prior to the receipt of Shares, that such person is acquiring such Shares for his or her own account, for investment, and not with a view to, or for sale in connection with, the distribution of any such Shares, in which event the person acquiring such Shares shall be bound by the provisions of the following legend (or a legend in substantially similar form) (which shall be endorsed upon any certificate evidencing the Shares that the Company may issue pursuant to such exercise or such grant):

"The shares represented by this certificate have been taken for investment and they may not be sold or otherwise transferred by any person, including a pledgee, unless (1) either (a) a Registration Statement with respect to such shares shall be effective under the Securities Act of 1933, as amended, or (b) the Company shall have received an opinion of counsel satisfactory to it that an exemption from registration under such Act is then available, and (2) there shall have been compliance with all applicable state securities laws."

(b) At the discretion of the Administrator, the Company shall have received an opinion of its counsel that the Shares may be issued in compliance with the Securities Act without registration thereunder.

23. DISSOLUTION OR LIQUIDATION OF THE COMPANY.

Upon the dissolution or liquidation of the Company, all Options granted under this Plan which as of such date shall not have been exercised and all Share Grants and Share-Based Awards which have not been accepted, to the extent required under the applicable Agreement, will terminate and become null and void; provided, however, that if the rights of a Participant or a Participant's Survivors have not otherwise terminated and expired, the Participant or the Participant's Survivors will have the right immediately prior to such dissolution or liquidation to exercise or accept any Share Right to the extent that the Share Right is exercisable or subject to acceptance as of the date immediately prior to such dissolution or liquidation. Upon the dissolution or liquidation of the Company, any outstanding Share-Based Awards shall immediately terminate unless otherwise determined by the Administrator or specifically provided in the applicable Agreement.

24. ADJUSTMENTS.

Upon the occurrence of any of the following events, a Participant's rights with respect to any Share Right granted to him or her hereunder shall be adjusted as hereinafter provided, unless otherwise specifically provided in a Participant's Agreement:

(a) Share Dividends and Share Splits. If (i) the Ordinary Shares shall be subdivided or combined into a greater or smaller number of shares or if the Company shall issue any Ordinary Shares as a share dividend on its outstanding Ordinary Shares, or (ii) additional shares or new or different shares or other securities of the Company or other non-cash assets are distributed with respect to such Ordinary Shares, each Share Right and the number of Ordinary Shares deliverable thereunder shall be appropriately increased or decreased proportionately, and appropriate adjustments shall be made including, in the exercise or purchase price per share, to reflect such events. The number of Shares subject to the limitations in Paragraph 3(a) shall also be proportionately adjusted upon the occurrence of such events.

(b) Corporate Transactions. If the Company is to be consolidated with or acquired by another entity in a merger, amalgamation, consolidation, or sale of all or substantially all of the Company's assets other than a transaction to merely change the state of incorporation (a "Corporate Transaction"), the Administrator or the board of directors of any entity assuming the obligations of the Company hereunder (the "Successor Board"), shall, as to outstanding Options, either (i) make appropriate provision for the continuation of such Options by substituting on an equitable basis for the Shares then subject to such Options either the consideration payable with respect to the outstanding Ordinary Shares in connection with the Corporate Transaction or securities of any successor or acquiring entity; or (ii) upon written notice to the Participants, provide that such Options must be exercised (either (A) to the extent then exercisable or, (B) at the discretion of the Administrator, any such Options being made partially or fully exercisable for purposes of this Subparagraph), within a specified number of days of the date of such notice, at the end of which period such Options which have not been exercised shall terminate; or (iii) terminate such Options in exchange for payment of an amount equal to the consideration payable upon consummation of such Corporate Transaction to a holder of the number of Ordinary Shares into which such Option would have been exercisable (either (A) to the extent then exercisable or, (B) at the discretion of the Administrator, any such Options being made partially or fully exercisable for purposes of this Subparagraph) less the aggregate exercise price thereof. For purposes of determining the payments to be made pursuant to Subclause (iii) above, in the case of a Corporate Transaction the consideration for which, in whole or in part, is other than cash, the consideration other than cash shall be valued at the fair value thereof as determined in good faith by the Board of Directors.

With respect to outstanding Share Grants, the Administrator or the Successor Board shall make appropriate provision for the continuation of such Share Grants on the same terms and conditions by substituting on an equitable basis for the Shares then subject to such Share Grants either the consideration payable with respect to such outstanding Shares in connection with the Corporate Transaction or securities of any successor or acquiring entity. In lieu of the foregoing, in connection with any Corporate Transaction, the Administrator may provide that, upon consummation of the Corporate Transaction, each outstanding Share Grant shall be terminated in exchange for payment of an amount equal to the consideration payable upon consummation of such Corporate Transaction to a holder of the number of Ordinary Shares comprising such Share Grant (to the extent such Share Grant is no longer subject to any forfeiture or repurchase rights then in effect or, at the discretion of the Administrator, all forfeiture and repurchase rights being waived upon such Corporate Transaction).

In taking any of the actions permitted under this Paragraph 24(b), the Administrator shall not be obligated by the Plan to treat all Share Rights, all Share Rights held by a Participant, or all Share Rights of the same type, identically.

(c) Recapitalization or Reorganization. In the event of a recapitalization or reorganization of the Company other than a Corporate Transaction pursuant to which securities of the Company or of another corporation are issued with respect to the outstanding Ordinary Shares, a Participant upon exercising an Option or accepting a Share Grant after the recapitalization or reorganization shall be entitled to receive for the price paid upon such exercise or acceptance if any, the number of replacement securities which would have been received if such Option had been exercised or Share Grant accepted prior to such recapitalization or reorganization.

(d) Adjustments to Share-Based Awards. Upon the happening of any of the events described in Subparagraphs (a), (b) or (c) above, any outstanding Share-Based Award shall be appropriately adjusted to reflect the events described in such Subparagraphs. The Administrator or the Successor Board shall determine the specific adjustments to be made under this Paragraph 24, including, but not limited to the effect of any Corporate Transaction and, subject to Paragraph 4, its determination shall be conclusive.

(e) Modification of Options. Notwithstanding the foregoing, any adjustments made pursuant to Subparagraph (a), (b) or (c) above with respect to Options shall be made only after the Administrator determines whether such adjustments would (i) constitute a "modification" of any ISOs (as that term is defined in Section 424(h) of the Code) or (ii) cause any adverse tax consequences for the holders of Options, including, but not limited to, pursuant to Section 409A of the Code. If the Administrator determines that such adjustments made with respect to Options would constitute a modification or other adverse tax consequence, it may refrain from making such adjustments, unless the holder of an Option specifically agrees in writing that such adjustment be made and such writing indicates that the holder has full knowledge of the consequences of such "modification" on his or her income tax treatment with respect to the Option. This paragraph shall not apply to the acceleration of the vesting of any ISO that would cause any portion of the ISO to violate the annual vesting limitation contained in Section 422(d) of the Code, as described in Paragraph 6(b)(iv).

25. ISSUANCES OF SECURITIES.

Except as expressly provided herein, no issuance by the Company of shares of any class, or securities convertible into shares of any class, shall affect, and no adjustment by reason thereof shall be made with respect to, the number or price of shares subject to Share Rights. Except as expressly provided herein, no adjustments shall be made for dividends paid in cash or in property (including without limitation, securities) of the Company prior to any issuance of Shares pursuant to a Share Right.

26. FRACTIONAL SHARES.

No fractional shares shall be issued under the Plan and the person exercising a Share Right shall receive from the Company cash in lieu of such fractional shares equal to the Fair Market Value thereof.

27. CONVERSION OF ISOS INTO NON-QUALIFIED OPTIONS; TERMINATION OF ISOS.

The Administrator, at the written request of any Participant, may in its discretion take such actions as may be necessary to convert such Participant's ISOs (or any portions thereof) that have not been exercised on the date of conversion into Non-Qualified Options at any time prior to the expiration of such ISOs, regardless of whether the Participant is an Employee of the Company or an Affiliate at the time of such conversion. At the time of such conversion, the Administrator (with the consent of the Participant) may impose such conditions on the exercise of the resulting Non-Qualified Options as the Administrator in its discretion may determine, provided that such conditions shall not be inconsistent with this Plan. Nothing in the Plan shall be deemed to give any Participant the right to have such Participant's ISOs converted into Non-Qualified Options, and no such conversion shall occur until and unless the Administrator takes appropriate action. The Administrator, with the consent of the Participant, may also terminate any portion of any ISO that has not been exercised at the time of such conversion.

28. WITHHOLDING.

In the event that any federal, state, or local income taxes, employment taxes, Federal Insurance Contributions Act ("F.I.C.A.") withholdings or other amounts are required by applicable law or governmental regulation to be withheld from the Participant's salary, wages or other remuneration in connection with the issuance of a Share Right or Shares under the Plan or for any other reason required by law, the Company may withhold from the Participant's compensation, if any, or may require that the Participant advance in cash to the Company, or to any Affiliate of the Company which employs or employed the Participant, the statutory minimum amount of such withholdings unless a different withholding arrangement, including the use of shares of the Company's Ordinary Shares or a promissory note, is authorized by the Administrator (and permitted by law). For purposes hereof, the fair market value of the shares withheld for purposes of payroll withholding shall be determined in the manner set forth under the definition of Fair Market Value provided in Paragraph 1 above, as of the most recent practicable date prior to the date of exercise. If the Fair Market Value of the shares withheld is less than the amount of payroll withholdings required, the Participant may be required to advance the difference in cash to the Company or the Affiliate employer. The Administrator in its discretion may condition the exercise of an Option for less than the then Fair Market Value on the Participant's payment of such additional withholding.

29. NOTICE TO COMPANY OF DISQUALIFYING DISPOSITION.

Each Employee who receives an ISO must agree to notify the Company in writing immediately after the Employee makes a Disqualifying Disposition of any Shares acquired pursuant to the exercise of an ISO. A Disqualifying Disposition is defined in Section 424(c) of the Code and includes any disposition (including any sale or gift) of such Shares before the later of (a) two years after the date the Employee was granted the ISO, or (b) one year after the date the Employee acquired Shares by exercising the ISO, except as otherwise provided in Section 424(c) of the Code. If the Employee has died before such Shares are sold, these holding period requirements do not apply and no Disqualifying Disposition can occur thereafter.

30. TERMINATION OF THE PLAN.

The Plan will terminate on December 16, 2025, the date which is ten years from the earlier of the date of its original adoption by the board of directors of Kiniksa Pharmaceuticals, Ltd. and the date of its approval by the shareholders of Kiniksa Pharmaceuticals, Ltd. The Plan may be terminated at an earlier date by vote of the shareholders or the Board of Directors of the Company; provided, however, that any such earlier termination shall not affect any Agreements executed prior to the effective date of such termination. Termination of the Plan shall not affect any Share Rights theretofore granted.

31. AMENDMENT OF THE PLAN AND AGREEMENTS.

The Plan may be amended by the shareholders of the Company. The Plan may also be amended by the Administrator, including, without limitation, to the extent necessary to qualify any or all outstanding Share Rights granted under the Plan or Share Rights to be granted under the Plan for favorable federal income tax treatment as may be afforded incentive stock options under Section 422 of the Code (including deferral of taxation upon exercise), and to the extent necessary to qualify the Shares issuable under the Plan for listing on any national securities exchange or quotation in any national automated quotation system of securities dealers. Any amendment approved by the Administrator which the Administrator determines is of a scope that requires shareholder approval shall be subject to obtaining such shareholder approval. Any modification or amendment of the Plan shall not, without the consent of a Participant, adversely affect his or her rights under a Share Right previously granted to him or her. With the consent of the Participant affected, the Administrator may amend outstanding Agreements in a manner which may be adverse to the Participant but which is not inconsistent with the Plan. In the discretion of the Administrator, outstanding Agreements may be amended by the Administrator in a manner which is not adverse to the Participant.

32. EMPLOYMENT OR OTHER RELATIONSHIP.

Nothing in this Plan or any Agreement shall be deemed to prevent the Company or an Affiliate from terminating the employment, consultancy or director status of a Participant, nor to prevent a Participant from terminating his or her own employment, consultancy or director status or to give any Participant a right to be retained in employment or other service by the Company or any Affiliate for any period of time.

33. GOVERNING LAW.

This Plan shall be construed and enforced in accordance with the laws of England and Wales.

KINIKSA PHARMACEUTICALS INTERNATIONAL, PLC
2018 INCENTIVE AWARD PLAN

(FORMERLY, KINIKSA PHARMACEUTICALS, LTD.
2018 INCENTIVE AWARD PLAN)

**ARTICLE I.
PURPOSE**

The Plan's purpose is to enhance the Company's ability to attract, retain and motivate persons who make (or are expected to make) important contributions to the Company by providing these individuals with equity ownership opportunities. Capitalized terms used in the Plan are defined in Article XI.

**ARTICLE II.
ELIGIBILITY**

Service Providers are eligible to be granted Awards under the Plan, subject to the limitations described herein.

**ARTICLE III.
ADMINISTRATION AND DELEGATION**

3.1. Administration. The Plan is administered by the Administrator. The Administrator has authority to determine which Service Providers receive Awards, grant Awards and set Award terms and conditions, subject to the conditions and limitations in the Plan. The Administrator also has the authority to take all actions and make all determinations under the Plan, to interpret the Plan and Award Agreements and to adopt, amend and repeal Plan administrative rules, guidelines and practices as it deems advisable. The Administrator may correct defects and ambiguities, supply omissions and reconcile inconsistencies in the Plan or any Award as it deems necessary or appropriate to administer the Plan and any Awards. The Administrator's determinations under the Plan are in its sole discretion and will be final and binding on all persons having or claiming any interest in the Plan or any Award.

3.2. Appointment of Committees. To the extent Applicable Laws permit, the Board may delegate any or all of its powers under the Plan to one or more Committees or officers of the Company or any of its Subsidiaries. The Board may abolish any Committee or re-vest in itself any previously delegated authority at any time.

**ARTICLE IV.
SHARES AVAILABLE FOR AWARDS**

4.1. Number of Shares. Subject to adjustment under Article VIII and the terms of this Article IV, Awards may be made under the Plan covering up to the Overall Share Limit. As of the Plan's original effective date under Section 10.3, the Company's predecessor ceased granting awards under the Prior Plans; however, Prior Plan Awards remain subject to the terms of the applicable Prior Plan. Shares issued under the Plan may consist of authorized but unissued Shares, Shares purchased on the open market or Shares held in treasury.

4.2. Share Recycling. If all or any part of an Award or Prior Plan Award expires, lapses or is terminated, exchanged for cash, surrendered, repurchased, canceled without having been fully exercised or forfeited, in any case, in a manner that results in the Company acquiring Shares covered by the Award or Prior Plan Award at a price not greater than the price (as adjusted to reflect any Equity Restructuring) paid by the Participant for such Shares or not issuing any Shares covered by the Award or Prior Plan Award, the unused Shares covered by the Award or Prior Plan Award will, as applicable, become or again be available for Award grants under the Plan. Further, Shares delivered (either by actual delivery or attestation) to the Company by a Participant to satisfy the applicable exercise or purchase price of an Award or Prior Plan Award and/or to satisfy any applicable tax withholding obligation, will, as applicable, become or again be available for Award grants under the Plan. The payment of Dividend Equivalents in cash in conjunction with any outstanding Awards shall not count against the Overall Share Limit.

4.3. Incentive Stock Option Limitations. Notwithstanding anything to the contrary herein, no more than 27,915,000 Shares may be issued pursuant to the exercise of Incentive Stock Options.

4.4. Substitute Awards. In connection with an entity's amalgamation, merger or consolidation with the Company or the Company's acquisition of an entity's property or shares, the Administrator may grant Awards in substitution for any options or other shares or share-based awards granted before such amalgamation, merger or consolidation by such entity or its affiliate. Substitute Awards may be granted on such terms as the Administrator deems appropriate, notwithstanding limitations on Awards in the Plan. Substitute Awards will not count against the Overall Share Limit (nor shall Shares subject to a Substitute Award be added to the Shares available for Awards under the Plan as provided above), except that Shares acquired by exercise of substitute Incentive Stock Options will count against the maximum number of Shares that may be issued pursuant to the exercise of Incentive Stock Options under the Plan. Additionally, in the event that a company acquired by the Company or any Subsidiary or with which the Company or any Subsidiary combines has shares available under a pre-existing plan approved by shareholders and not adopted in contemplation of such acquisition or combination, the shares available for grant pursuant to the terms of such pre-existing plan (as adjusted, to the extent appropriate, using the exchange ratio or other adjustment or valuation ratio or formula used in such acquisition or combination to determine the consideration payable to the equity holders of the entities party to such acquisition or combination) may be used for Awards under the Plan and shall not reduce the Shares authorized for grant under the Plan (and Shares subject to such Awards shall not be added to the Shares available for Awards under the Plan as provided above); provided that Awards using such available shares shall not be made after the date awards or grants could have been made under the terms of the pre-existing plan, absent the acquisition or combination, and shall only be made to individuals who were not Employees or Directors prior to such acquisition or combination.

**ARTICLE V.
SHARE OPTIONS AND SHARE APPRECIATION RIGHTS**

5.1. General. The Administrator may grant Options or Share Appreciation Rights to Service Providers subject to the limitations in the Plan, including any limitations in the Plan that apply to Incentive Stock Options. The Administrator will determine the number of Shares covered by each Option and Share Appreciation Right, the exercise price of each Option and Share Appreciation Right, the vesting conditions of each Option and Share Appreciation Right, and the conditions and limitations applicable to the exercise of each Option and Share Appreciation Right. A Share Appreciation Right will entitle the Participant (or other person entitled to exercise the Share Appreciation Right) to receive from the Company upon exercise of the exercisable portion of the Share Appreciation Right an amount determined by multiplying the excess, if any, of the Fair Market Value of one Share on the date of exercise over the exercise price per Share of the Share Appreciation Right by the number of Shares with respect to which the Share Appreciation Right is exercised, subject to any limitations of the Plan or that the Administrator may impose and payable in cash, Shares valued at Fair Market Value or a combination of the two as the Administrator may determine or provide in the Award Agreement.

5.2. Exercise Price. The Administrator will establish each Option's and Share Appreciation Right's exercise price and specify the exercise price in the Award Agreement. The exercise price will not be less than 100% of the Fair Market Value or nominal value per Share, whichever is greater, on the grant date of the Option or Share Appreciation Right.

5.3. Duration. Each Option or Share Appreciation Right will be exercisable at such times and as specified in the Award Agreement, provided that the term of an Option or Share Appreciation Right will not exceed ten years. Notwithstanding the foregoing and unless determined otherwise by the Company, in the event that on the last business day of the term of an Option or Share Appreciation Right (other than an Incentive Stock Option) (i) the exercise of the Option or Share Appreciation Right is prohibited by Applicable Law, as determined by the Company, or (ii) Shares may not be purchased or sold by the applicable Participant due to any Company insider trading policy (including blackout periods) or a "lock-up" agreement undertaken in connection with an issuance of securities by the Company, the term of the Option or Share Appreciation Right shall be extended until the date that is thirty (30) days after the end of the legal prohibition, black-out period or lock-up agreement, as determined by the Company; provided, however, in no event shall the extension last beyond the ten year term of the applicable Option or Share Appreciation Right. Notwithstanding the foregoing, if the Participant, prior to the end of the term of an Option or Share Appreciation Right, violates the non-competition, non-solicitation, confidentiality or other similar restrictive covenant provisions of any employment contract, confidentiality and nondisclosure agreement or other agreement between the Participant and the Company or any of its Subsidiaries, the right of the Participant and the Participant's transferees to exercise any Option or Share Appreciation Right issued to the Participant shall terminate immediately upon such violation, unless the Company otherwise determines. In addition, if, prior to the end of the term of an Option or Share Appreciation Right, the Participant is given notice by the Company or any of its Subsidiaries of the Participant's Termination of Service by the Company or any of its Subsidiaries for Cause, and the effective date of such Termination of Service is subsequent to the date of the delivery of such notice, the right of the Participant and the Participant's transferees to exercise any Option or Share Appreciation Right issued to the Participant shall be suspended from the time of the delivery of such notice until the earlier of (i) such time as it is determined or otherwise agreed that the Participant's service as a Service Provider will not be terminated for Cause as provided in such notice or (ii) the effective date of the Participant's Termination of Service by the Company or any of its Subsidiaries for Cause (in which case the right of the Participant and the Participant's transferees to exercise any Option or Share Appreciation Right issued to the Participant will terminate immediately upon the effective date of such termination of Service).

5.4. **Exercise.** Options and Share Appreciation Rights may be exercised by delivering to the Company a written notice of exercise, in a form the Administrator approves (which may be electronic), signed by the person authorized to exercise the Option or Share Appreciation Right, together with, as applicable, payment in full (i) as specified in Section 5.5 for the number of Shares for which the Award is exercised and (ii) as specified in Section 9.5 for any applicable taxes. Unless the Administrator otherwise determines, an Option or Share Appreciation Right may not be exercised for a fraction of a Share.

5.5. **Payment Upon Exercise.** Subject to Section 10.8, any Company insider trading policy (including blackout periods) and Applicable Laws, the exercise price of an Option must be paid by:

(a) cash, wire transfer of immediately available funds or by check payable to the order of the Company, provided that the Company may limit the use of one of the foregoing payment forms if one or more of the payment forms below is permitted;

(b) if there is a public market for Shares at the time of exercise, unless the Company otherwise determines, (A) delivery (including telephonically to the extent permitted by the Company) of an irrevocable and unconditional undertaking by a broker acceptable to the Company to deliver promptly to the Company sufficient funds to pay the exercise price, or (B) the Participant's delivery to the Company of a copy of irrevocable and unconditional instructions to a broker acceptable to the Company to deliver promptly to the Company cash or a check sufficient to pay the exercise price; provided that such amount is paid to the Company at such time as may be required by the Administrator;

(c) to the extent permitted by the Administrator, delivery (either by actual delivery or attestation) of Shares owned by the Participant valued at their Fair Market Value;

(d) to the extent permitted by the Administrator, surrendering Shares then issuable upon the Option's exercise valued at their Fair Market Value on the exercise date;

(e) to the extent permitted by the Administrator, delivery of a promissory note or any other property that the Administrator determines is good and valuable consideration; or

(f) to the extent permitted by the Company, any combination of the above payment forms approved by the Administrator.

ARTICLE VI.
RESTRICTED SHARES; RESTRICTED SHARE UNITS

6.1. General. The Administrator may grant Restricted Shares, or the right to purchase Restricted Shares, to any Service Provider, subject to the Company's right to repurchase all or part of such shares at their issue price or other stated or formula price from the Participant (or to require forfeiture of such shares) if conditions the Administrator specifies in the Award Agreement are not satisfied before the end of the applicable restriction period or periods that the Administrator establishes for such Award and subject to Applicable Laws. In addition, the Administrator may grant to Service Providers Restricted Share Units, which may be subject to vesting and forfeiture conditions during the applicable restriction period or periods, as set forth in an Award Agreement. The Administrator will determine and set forth in the Award Agreement the terms and conditions for each Restricted Share and Restricted Share Unit Award, subject to the conditions and limitations contained in the Plan.

6.2. Restricted Shares.

(a) Dividends. Participants holding shares of Restricted Shares will be entitled to all ordinary cash dividends paid with respect to such Shares, unless the Administrator provides otherwise in the Award Agreement. In addition, unless the Administrator provides otherwise, if any dividends or distributions are paid in Shares, or consist of a dividend or distribution to holders of Ordinary Shares of property other than an ordinary cash dividend, the Shares or other property will be subject to the same restrictions on transferability and forfeitability as the shares of Restricted Shares with respect to which they were paid.

(b) Share Certificates. The Company may require that the Participant deposit in escrow with the Company (or its designee) any share certificates issued in respect of shares of Restricted Shares, together with a duly executed, but undated, instrument of transfer.

6.3. Restricted Share Units.

(a) Settlement. The Administrator may provide that settlement of Restricted Share Units will occur upon or as soon as reasonably practicable after the Restricted Share Units vest or will instead be deferred, on a mandatory basis or at the Participant's election, in a manner intended to comply with Section 409A.

(b) Shareholder Rights. A Participant will have no rights of a shareholder with respect to Shares subject to any Restricted Share Unit unless and until the Shares are delivered in settlement of the Restricted Share Unit.

(c) Dividend Equivalents. If the Administrator provides, a grant of Restricted Share Units may provide a Participant with the right to receive Dividend Equivalents. Dividend Equivalents may be paid currently or credited to an account for the Participant, settled in cash or Shares and subject to the same restrictions on transferability and forfeitability as the Restricted Share Units with respect to which the Dividend Equivalents are granted and subject to other terms and conditions as set forth in the Award Agreement.

**ARTICLE VII.
OTHER SHARE OR CASH BASED AWARDS**

Other Share or Cash Based Awards may be granted to Participants, including Awards entitling Participants to receive Shares to be delivered in the future and including annual or other periodic or long-term cash bonus awards (whether based on specified Performance Criteria or otherwise), in each case subject to any conditions and limitations in the Plan. Such Other Share or Cash Based Awards will also be available as a payment form in the settlement of other Awards, as standalone payments and as payment in lieu of compensation to which a Participant is otherwise entitled. Other Share or Cash Based Awards may be paid in Shares, cash or other property, as the Administrator determines. Subject to the provisions of the Plan, the Administrator will determine the terms and conditions of each Other Share or Cash Based Award, including any purchase price, performance goal (which may be based on the Performance Criteria), transfer restrictions, and vesting conditions, which will be set forth in the applicable Award Agreement.

**ARTICLE VIII.
ADJUSTMENTS FOR CHANGES IN ORDINARY SHARES
AND CERTAIN OTHER EVENTS**

8.1. Equity Restructuring. In connection with any Equity Restructuring, notwithstanding anything to the contrary in this Article VIII, the Administrator will equitably adjust each outstanding Award as it deems appropriate to reflect the Equity Restructuring, which may include adjusting the number and type of securities subject to each outstanding Award and/or the Award's exercise price or grant price (if applicable), granting new Awards to Participants, and making a cash payment to Participants. The adjustments provided under this Section 8.1 will be nondiscretionary and final and binding on the affected Participant and the Company; provided that the Administrator will determine whether an adjustment is equitable.

8.2. Corporate Transactions. In the event of any dividend or other distribution (whether in the form of cash, Ordinary Shares, other securities, or other property), reorganization, merger, consolidation, combination, amalgamation, repurchase, recapitalization, liquidation, dissolution, or sale, transfer, exchange or other disposition of all or substantially all of the assets of the Company, or sale or exchange of Ordinary Shares or other securities of the Company, Change in Control, issuance of warrants or other rights to purchase Ordinary Shares or other securities of the Company, other similar corporate transaction or event, other unusual or nonrecurring transaction or event affecting the Company or its financial statements or any change in any Applicable Laws or accounting principles, the Administrator, on such terms and conditions as it deems appropriate, either by the terms of the Award or by action taken prior to the occurrence of such transaction or event (except that action to give effect to a change in Applicable Law or accounting principles may be made within a reasonable period of time after such change) and either automatically or upon the Participant's request, is hereby authorized to take any one or more of the following actions whenever the Administrator determines that such action is appropriate in order to (x) prevent dilution or enlargement of the benefits or potential benefits intended by the Company to be made available under the Plan or with respect to any Award granted or issued under the Plan, (y) to facilitate such transaction or event or (z) give effect to such changes in Applicable Laws or accounting principles:

(a) To provide for the cancellation of any such Award in exchange for either an amount of cash or other property with a value equal to the amount that could have been obtained upon the exercise or settlement of the vested portion of such Award or realization of the Participant's rights under the vested portion of such Award, as applicable; provided that, if the amount that could have been obtained upon the exercise or settlement of the vested portion of such Award or realization of the Participant's rights, in any case, is equal to or less than zero, then the Award may be terminated without payment;

(b) To provide that such Award shall vest and, to the extent applicable, be exercisable as to all shares covered thereby, notwithstanding anything to the contrary in the Plan or the provisions of such Award;

(c) To provide that such Award be assumed by the successor or survivor corporation, or a parent or subsidiary thereof, or shall be substituted for by awards covering the shares of the successor or survivor corporation, or a parent or subsidiary thereof, with appropriate adjustments as to the number and kind of shares and/or applicable exercise or purchase price, in all cases, as determined by the Administrator;

(d) To make adjustments in the number and type of shares (or other securities or property) subject to outstanding Awards and/or with respect to which Awards may be granted under the Plan (including, but not limited to, adjustments of the limitations in Article IV hereof on the maximum number and kind of shares which may be issued) and/or in the terms and conditions of (including the grant or exercise price), and the criteria included in, outstanding Awards;

(e) To replace such Award with other rights or property selected by the Administrator; and/or

(f) To provide that the Award will terminate and cannot vest, be exercised or become payable after the applicable event.

8.3. Administrative Stand Still. In the event of any pending share dividend, bonus issue, share split, combination or exchange of shares, merger, amalgamation, consolidation or other distribution (other than normal cash dividends) of Company assets to shareholders, or any other extraordinary transaction or change affecting the Shares or the share price of Ordinary Shares, including any Equity Restructuring or any securities offering or other similar transaction, for administrative convenience, the Administrator may refuse to permit the exercise of any Award for up to sixty days before or after such transaction.

8.4. General. Except as expressly provided in the Plan or the Administrator's action under the Plan, no Participant will have any rights due to any subdivision or consolidation of Shares of any class, dividend payment, increase or decrease in the number of Shares of any class or dissolution, liquidation, merger, amalgamation or consolidation of the Company or other corporation. Except as expressly provided with respect to an Equity Restructuring under Section 8.1 above or the Administrator's action under the Plan, no issuance by the Company of Shares of any class, or securities convertible into Shares of any class, will affect, and no adjustment will be made regarding, the number of Shares subject to an Award or the Award's grant or exercise price. The existence of the Plan, any Award Agreements and the Awards granted hereunder will not affect or restrict in any way the Company's right or power to make or authorize (i) any adjustment, recapitalization, reorganization or other change in the Company's capital structure or its business, (ii) any merger, amalgamation, consolidation dissolution or liquidation of the Company or sale of Company assets or (iii) any sale or issuance of securities, including securities with rights superior to those of the Shares or securities convertible into or exchangeable for Shares. The Administrator may treat Participants and Awards (or portions thereof) differently under this Article VIII.

ARTICLE IX.
GENERAL PROVISIONS APPLICABLE TO AWARDS

9.1. **Transferability.** Except as the Administrator may determine or provide in an Award Agreement or otherwise for Awards other than Incentive Stock Options, Awards may not be sold, assigned, transferred, pledged or otherwise encumbered, either voluntarily or by operation of law, except by will or the laws of descent and distribution, or, subject to the Administrator's consent, pursuant to a domestic relations order, and, during the life of the Participant, will be exercisable only by the Participant. References to a Participant, to the extent relevant in the context, will include references to a Participant's authorized transferee that the Administrator specifically approves.

9.2. **Documentation.** Each Award will be evidenced in an Award Agreement, which may be written or electronic, as the Administrator determines. Each Award may contain terms and conditions in addition to those set forth in the Plan.

9.3. **Discretion.** Except as the Plan otherwise provides, each Award may be made alone or in addition or in relation to any other Award. The terms of each Award to a Participant need not be identical, and the Administrator need not treat Participants or Awards (or portions thereof) uniformly.

9.4. **Termination of Status.** The Administrator will determine how the disability, death, retirement, authorized leave of absence or any other change or purported change in a Participant's Service Provider status affects an Award and the extent to which, and the period during which, the Participant, the Participant's legal representative, conservator, guardian or Designated Beneficiary may exercise rights under the Award, if applicable.

9.5. **Withholding.** Each Participant must pay the Company, or make provision satisfactory to the Administrator for payment of, any taxes required by law to be withheld in connection with such Participant's Awards by the date of the event creating the tax liability. The Company may deduct a cash amount sufficient to satisfy such tax obligations based on the applicable statutory withholding rates (or such other rate as may be determined by the Company after considering any accounting consequences or costs) from any payment otherwise due to a Participant. Subject to Section 10.8 and any Company insider trading policy (including blackout periods), Participants may satisfy such tax obligations (i) in cash, by wire transfer of immediately available funds, by check made payable to the order of the Company, provided that the Company may limit the use of the foregoing payment forms if one or more of the payment forms below is permitted, (ii) to the extent permitted by the Administrator, in whole or in part by delivery of Shares valued at their Fair Market Value or elect to have the Company repurchase Shares otherwise issuable under an Award limited to the number of Ordinary Shares which have a Fair Market Value on the date of repurchase necessary to pay the aggregate amount of tax liability, (iii) if there is a public market for Shares at the time the tax obligations are satisfied, unless the Company otherwise determines, (A) delivery (including telephonically to the extent permitted by the Company) of an irrevocable and unconditional undertaking by a broker acceptable to the Company to deliver promptly to the Company sufficient funds to satisfy the tax obligations, or (B) delivery by the Participant to the Company of a copy of irrevocable and unconditional instructions to a broker acceptable to the Company to deliver promptly to the Company cash or a check sufficient to satisfy the tax withholding; provided that such amount is paid to the Company at such time as may be required by the Administrator, or (iv) to the extent permitted by the Company, any combination of the foregoing payment forms approved by the Administrator. If any tax withholding obligation will be satisfied under clause (ii) of the immediately preceding sentence by the Company's retention of Shares from the Award creating the tax obligation and there is a public market for Shares at the time the tax obligation is satisfied, the Company may elect to instruct any brokerage firm determined acceptable to the Company for such purpose to sell on the applicable Participant's behalf some or all of the Shares retained and to remit the proceeds of the sale to the Company or its designee, and each Participant's acceptance of an Award under the Plan will constitute the Participant's authorization to the Company and instruction and authorization to such brokerage firm to complete the transactions described in this sentence.

9.6. Amendment of Award; Repricing. The Administrator may amend, modify or terminate any outstanding Award, including by substituting another Award of the same or a different type, changing the exercise or settlement date, and converting an Incentive Stock Option to a Non-Qualified Share Option. The Participant's consent to such action will be required unless (i) the action, taking into account any related action, does not materially and adversely affect the Participant's rights under the Award, or (ii) the change is permitted under Article VIII or pursuant to Section 10.6. Notwithstanding the foregoing or anything in the Plan to the contrary, the Administrator may not except pursuant to Article VIII, without the approval of the shareholders of the Company, reduce the exercise price per share of outstanding Options or Share Appreciation Rights or cancel outstanding Options or Share Appreciation Rights in exchange for cash, other Awards or Options or Share Appreciation Rights with an exercise price per share that is less than the exercise price per share of the original Options or Share Appreciation Rights.

9.7. Conditions on Delivery of Shares. The Company will not be obligated to deliver any Shares under the Plan or remove restrictions from Shares previously delivered under the Plan until (i) all Award conditions have been met or removed to the Company's satisfaction, (ii) as determined by the Company, all other legal matters regarding the issuance and delivery of such Shares have been satisfied, including any applicable securities laws and stock exchange or stock market rules and regulations, and (iii) the Participant has executed and delivered to the Company such representations or agreements as the Administrator deems necessary or appropriate to satisfy any Applicable Laws. The Company's inability to obtain authority from any regulatory body having jurisdiction, which the Administrator determines is necessary to the lawful issuance and sale of any securities, will relieve the Company of any liability for failing to issue or sell such Shares as to which such requisite authority has not been obtained.

9.8. Acceleration. The Administrator may at any time provide that any Award will become immediately vested and fully or partially exercisable, free of some or all restrictions or conditions, or otherwise fully or partially realizable.

9.9. Additional Terms of Incentive Stock Options. The Administrator may grant Incentive Stock Options only to employees of the Company, any of its present or future parent or subsidiary corporations, as defined in Sections 424(e) or (f) of the Code, respectively, and any other entities the employees of which are eligible to receive Incentive Stock Options under the Code. If an Incentive Stock Option is granted to a Greater Than 10% Shareholder, the exercise price will not be less than 110% of the Fair Market Value on the Option's grant date, and the term of the Option will not exceed five years. All Incentive Stock Options will be subject to and construed consistently with Section 422 of the Code. By accepting an Incentive Stock Option, the Participant agrees to give prompt notice to the Company of dispositions or other transfers (other than in connection with a Change in Control) of Shares acquired under the Option made within (i) two years from the grant date of the Option or (ii) one year after the transfer of such Shares to the Participant, specifying the date of the disposition or other transfer and the amount the Participant realized, in cash, other property, assumption of indebtedness or other consideration, in such disposition or other transfer. Neither the Company nor the Administrator will be liable to a Participant, or any other party, if an Incentive Stock Option fails or ceases to qualify as an "incentive stock option" under Section 422 of the Code. Any Incentive Stock Option or portion thereof that fails to qualify as an "incentive stock option" under Section 422 of the Code for any reason, including becoming exercisable with respect to Shares having a fair market value exceeding the \$100,000 limitation under Treasury Regulation Section 1.422-4, will be a Non-Qualified Stock Option.

**ARTICLE X.
MISCELLANEOUS**

10.1. No Right to Employment or Other Status. No person will have any claim or right to be granted an Award, and the grant of an Award will not be construed as giving a Participant the right to continued employment or any other relationship with the Company. The Company expressly reserves the right at any time to dismiss or otherwise terminate its relationship with a Participant free from any liability or claim under the Plan or any Award, except as expressly provided in an Award Agreement.

10.2. No Rights as Shareholder; Certificates. Subject to the Award Agreement, no Participant or Designated Beneficiary will have any rights as a shareholder with respect to any Shares to be distributed under an Award until becoming the record holder of such Shares. Notwithstanding any other provision of the Plan, unless the Administrator otherwise determines or Applicable Laws require, the Company will not be required to deliver to any Participant certificates evidencing Shares issued in connection with any Award and instead such Shares may be recorded in the books of the Company (or, as applicable, its transfer agent or share plan administrator). The Company may place legends on share certificates issued under the Plan that the Administrator deems necessary or appropriate to comply with Applicable Laws.

10.3. Effective Date and Term of Plan. The Plan originally became effective on May 14, 2018 and was amended and restated effective June 27, 2024. The Plan will remain in effect until the tenth anniversary of the earlier of (i) the date the board of directors of Kiniksa Pharmaceuticals, Ltd. originally adopted the Plan or (ii) the date the shareholders of Kiniksa Pharmaceuticals, Ltd. originally approved the Plan, but Awards previously granted may extend beyond that date in accordance with the Plan.

10.4. Amendment of Plan. The Administrator may amend, suspend or terminate the Plan at any time; provided that no amendment, other than an increase to the Overall Share Limit, may materially and adversely affect any Award outstanding at the time of such amendment without the affected Participant's consent. No Awards may be granted under the Plan during any suspension period or after Plan termination. Awards outstanding at the time of any Plan suspension or termination will continue to be governed by the Plan and the Award Agreement, as in effect before such suspension or termination. The Board will obtain shareholder approval of any Plan amendment to the extent necessary to comply with Applicable Laws.

10.5. Provisions for Non-U.S. Employees. The Administrator may modify Awards granted to Participants who are citizens or residents of a country other than the United States or employed outside the United States or establish subplans or procedures under the Plan to address differences in laws, rules, regulations or customs of such foreign jurisdictions with respect to tax, securities, currency, employee benefit or other matters.

10.6. Section 409A.

(a) General. The Company intends that all Awards be structured to comply with, or be exempt from, Section 409A, such that no adverse tax consequences, interest, or penalties under Section 409A apply. Notwithstanding anything in the Plan or any Award Agreement to the contrary, the Administrator may, without a Participant's consent, amend this Plan or Awards, adopt policies and procedures, or take any other actions (including amendments, policies, procedures and retroactive actions) as are necessary or appropriate to preserve the intended tax treatment of Awards, including any such actions intended to (A) exempt this Plan or any Award from Section 409A, or (B) comply with Section 409A, including regulations, guidance, compliance programs and other interpretative authority that may be issued after an Award's grant date. The Company makes no representations or warranties as to an Award's tax treatment under Section 409A or otherwise. The Company will have no obligation under this Section 10.6 or otherwise to avoid the taxes, penalties or interest under Section 409A with respect to any Award and will have no liability to any Participant or any other person if any Award, compensation or other benefits under the Plan are determined to constitute noncompliant "nonqualified deferred compensation" subject to taxes, penalties or interest under Section 409A.

(b) Separation from Service. If an Award constitutes "nonqualified deferred compensation" under Section 409A, any payment or settlement of such Award upon a termination of a Participant's Service Provider relationship will, to the extent necessary to avoid taxes under Section 409A, be made only upon the Participant's "separation from service" (within the meaning of Section 409A), whether such "separation from service" occurs upon or after the termination of the Participant's Service Provider relationship. For purposes of this Plan or any Award Agreement relating to any such payments or benefits, references to a "termination," "termination of employment" or like terms means a "separation from service."

(c) Payments to Specified Employees. Notwithstanding any contrary provision in the Plan or any Award Agreement, any payment(s) of "nonqualified deferred compensation" required to be made under an Award to a "specified employee" (as defined under Section 409A and as the Administrator determines) due to his or her "separation from service" will, to the extent necessary to avoid taxes under Section 409A(a)(2)(B)(i) of the Code, be delayed for the six-month period immediately following such "separation from service" (or, if earlier, until the specified employee's death) and will instead be paid (as set forth in the Award Agreement) on the day immediately following such six-month period or as soon as administratively practicable thereafter (without interest). Any payments of "nonqualified deferred compensation" under such Award payable more than six months following the Participant's "separation from service" will be paid at the time or times the payments are otherwise scheduled to be made.

10.7. Limitations on Liability. Notwithstanding any other provisions of the Plan, no individual acting as a director, officer, other employee or agent of the Company or any Subsidiary will be liable to any Participant, former Participant, spouse, beneficiary, or any other person for any claim, loss, liability, or expense incurred in connection with the Plan or any Award, and such individual will not be personally liable with respect to the Plan because of any contract or other instrument executed in his or her capacity as an Administrator, director, officer, other employee or agent of the Company or any Subsidiary. The Company will indemnify and hold harmless each director, officer, other employee and agent of the Company or any Subsidiary that has been or will be granted or delegated any duty or power relating to the Plan's administration or interpretation, against any cost or expense (including attorneys' fees) or liability (including any sum paid in settlement of a claim with the Administrator's approval) arising from any act or omission concerning this Plan unless arising from such person's own fraud or bad faith.

10.8. Lock-Up Period. The Company may, at the request of any underwriter representative or otherwise, in connection with registering the offering of any Company securities under the Securities Act, prohibit Participants from, directly or indirectly, selling or otherwise transferring any Shares or other Company securities during a period of up to one hundred eighty days following the effective date of a Company registration statement filed under the Securities Act, or such longer period as determined by the underwriter.

10.9. Data Privacy. As a condition for receiving any Award, each Participant explicitly and unambiguously consents to the collection, use and transfer, in electronic or other form, of personal data as described in this section by and among the Company and its Subsidiaries and affiliates exclusively for implementing, administering and managing the Participant's participation in the Plan. The Company and its Subsidiaries and affiliates may hold certain personal information about a Participant, including the Participant's name, address and telephone number; birthdate; social security, insurance number or other identification number; salary; nationality; job title(s); any Shares held in the Company or its Subsidiaries and affiliates; and Award details, to implement, manage and administer the Plan and Awards (the "Data"). The Company and its Subsidiaries and affiliates may transfer the Data amongst themselves as necessary to implement, administer and manage a Participant's participation in the Plan, and the Company and its Subsidiaries and affiliates may transfer the Data to third parties assisting the Company with Plan implementation, administration and management. These recipients may be located in the Participant's country, or elsewhere, and the Participant's country may have different data privacy laws and protections than the recipients' country. By accepting an Award, each Participant authorizes such recipients to receive, possess, use, retain and transfer the Data, in electronic or other form, to implement, administer and manage the Participant's participation in the Plan, including any required Data transfer to a broker or other third party with whom the Company or the Participant may elect to deposit any Shares. The Data related to a Participant will be held only as long as necessary to implement, administer, and manage the Participant's participation in the Plan. A Participant may, at any time, view the Data that the Company holds regarding such Participant, request additional information about the storage and processing of the Data regarding such Participant, recommend any necessary corrections to the Data regarding the Participant or refuse or withdraw the consents in this Section 10.9 in writing, without cost, by contacting the local human resources representative. The Company may cancel Participant's ability to participate in the Plan and, in the Administrator's discretion, the Participant may forfeit any outstanding Awards if the Participant refuses or withdraws the consents in this Section 10.9. For more information on the consequences of refusing or withdrawing consent, Participants may contact their local human resources representative.

10.10. Severability. If any portion of the Plan or any action taken under it is held illegal or invalid for any reason, the illegality or invalidity will not affect the remaining parts of the Plan, and the Plan will be construed and enforced as if the illegal or invalid provisions had been excluded, and the illegal or invalid action will be null and void.

10.11. Governing Documents. If any contradiction occurs between the Plan and any Award Agreement or other written agreement between a Participant and the Company (or any Subsidiary) that the Administrator has approved, the Plan will govern, unless it is expressly specified in such Award Agreement or other written document that a specific provision of the Plan will not apply.

10.12. Governing Law. The Plan and all Awards will be governed by and interpreted in accordance with the laws of England and Wales, disregarding any state's choice-of-law principles requiring the application of a jurisdiction's laws other than England and Wales.

10.13. Claw-back Provisions. All Awards (including any proceeds, gains or other economic benefit the Participant actually or constructively receives upon receipt or exercise of any Award or the receipt or resale of any Shares underlying the Award) will be subject to any Company claw-back policy, including any claw-back policy adopted to comply with Applicable Laws (including the Dodd-Frank Wall Street Reform and Consumer Protection Act and any rules or regulations promulgated thereunder) as set forth in such claw-back policy or the Award Agreement.

10.14. Titles and Headings. The titles and headings in the Plan are for convenience of reference only and, if any conflict, the Plan's text, rather than such titles or headings, will control.

10.15. Conformity to Securities Laws. Participant acknowledges that the Plan is intended to conform to the extent necessary with Applicable Laws. Notwithstanding anything herein to the contrary, the Plan and all Awards will be administered only in conformance with Applicable Laws. To the extent Applicable Laws permit, the Plan and all Award Agreements will be deemed amended as necessary to conform to Applicable Laws.

10.16. Relationship to Other Benefits. No payment under the Plan will be taken into account in determining any benefits under any pension, retirement, savings, profit sharing, group insurance, welfare or other benefit plan of the Company or any Subsidiary except as expressly provided in writing in such other plan or an agreement thereunder.

10.17. **Broker-Assisted Sales.** In the event of a broker-assisted sale of Shares in connection with the payment of amounts owed by a Participant under or with respect to the Plan or Awards, including amounts to be paid under the final sentence of Section 9.5: (a) any Shares to be sold through the broker-assisted sale will be sold on the day the payment first becomes due, or as soon thereafter as practicable; (b) such Shares may be sold as part of a block trade with other Participants in the Plan in which all participants receive an average price; (c) the applicable Participant will be responsible for all broker's fees and other costs of sale, and by accepting an Award, each Participant agrees to indemnify and hold the Company harmless from any losses, costs, damages, or expenses relating to any such sale; (d) to the extent the Company or its designee receives proceeds of such sale that exceed the amount owed, the Company will pay such excess in cash to the applicable Participant as soon as reasonably practicable; (e) the Company and its designees are under no obligation to arrange for such sale at any particular price; and (f) in the event the proceeds of such sale are insufficient to satisfy the Participant's applicable obligation, the Participant may be required to pay immediately upon demand to the Company or its designee an amount in cash sufficient to satisfy any remaining portion of the Participant's obligation.

ARTICLE XI. DEFINITIONS

As used in the Plan, the following words and phrases will have the following meanings:

11.1. "**Administrator**" means the Board or a Committee to the extent that the Board's powers or authority under the Plan have been delegated to such Committee.

11.2. "**Applicable Laws**" means the requirements relating to the administration of equity incentive plans under U.S. federal and state securities, tax and other applicable laws, rules and regulations, the applicable rules of any stock exchange or quotation system on which the Ordinary Shares are listed or quoted and the applicable laws and rules of any foreign country or other jurisdiction where Awards are granted or issued under the Plan, including without limitation, the laws of England and Wales.

11.3. "**Award**" means, individually or collectively, a grant under the Plan of Options, Share Appreciation Rights, Restricted Shares, Restricted Share Units or Other Share or Cash Based Awards.

11.4. "**Award Agreement**" means a written agreement evidencing an Award, which may be electronic, that contains such terms and conditions as the Administrator determines, consistent with and subject to the terms and conditions of the Plan.

11.5. "**Board**" means the Board of Directors of the Company.

11.6. "**Cause**" means, with respect to a Participant, (A) dishonesty with respect to the Company or any Subsidiary; (B) insubordination, substantial malfeasance or nonfeasance of duty; (C) unauthorized disclosure of confidential information; (D) breach by a Participant of any provision of any employment, consulting, advisory, nondisclosure, non-competition or similar agreement between the Participant and the Company or any Subsidiary; and (E) conduct substantially prejudicial to the business of the Company or any Subsidiary; provided, however, that any provision in an agreement between a Participant and the Company or an Subsidiary, which contains a conflicting definition of Cause for termination and which is in effect at the time of such termination, shall supersede this definition with respect to that Participant. The determination of the Administrator as to the existence of Cause will be conclusive on the Participant and the Company.

11.7. **“Change in Control”** means (a) a sale of all or substantially all of the Company’s assets, or (b) any merger, amalgamation, consolidation or other business combination transaction of the Company with or into another corporation, entity or person, other than a transaction in which the holders of at least a majority of the voting shares of the Company outstanding immediately prior to such transaction continue to hold (either by such shares remaining outstanding or by their being converted into voting shares of the surviving entity) a majority of the total voting power represented by the voting shares of the Company (or the surviving entity) outstanding immediately after such transaction, or (c) the direct or indirect acquisition (including by way of a tender or exchange offer) by any person, or persons acting as a group, of beneficial ownership or a right to acquire beneficial ownership of shares representing a majority of the voting power of the then outstanding shares of the Company. Notwithstanding the foregoing, a Change in Control shall not be deemed to occur: (A) on account of the acquisition of voting shares by any institutional investor or any affiliate thereof or any other person, or persons acting as a group, that acquires the Company’s voting shares in a transaction or series of related transactions that are primarily a private financing transaction for the Company or (B) solely because the level of ownership held by any institutional investor or any affiliate thereof or any other person, or persons acting as a group (the **“Subject Person”**), exceeds the designated percentage threshold of the outstanding voting shares as a result of a repurchase or other acquisition of voting shares by the Company reducing the number of shares outstanding, provided that if a Change in Control would occur (but for the operating of this sentence) as a result of the acquisition of voting shares by the Company, and after such share acquisition, the Subject Person becomes the owner of any additional voting shares that, assuming the repurchase or other acquisition had not occurred, increases the percentage of the then outstanding voting shares owned by such Subject Person over the designated percentage threshold, then a Change in Control shall be deemed to occur.

Notwithstanding the foregoing, if a Change in Control constitutes a payment event with respect to any Award (or portion of any Award) that provides for the deferral of compensation that is subject to Section 409A, to the extent required to avoid the imposition of additional taxes under Section 409A, the transaction or event described in subsection (a), (b) or (c) with respect to such Award (or portion thereof) shall only constitute a Change in Control for purposes of the payment timing of such Award if such transaction also constitutes a “change in control event,” as defined in Treasury Regulation Section 1.409A-3(i)(5).

The Administrator shall have full and final authority, which shall be exercised in its discretion, to determine conclusively whether a Change in Control has occurred pursuant to the above definition, the date of the occurrence of such Change in Control and any incidental matters relating thereto; provided that any exercise of authority in conjunction with a determination of whether a Change in Control is a “change in control event” as defined in Treasury Regulation Section 1.409A-3(i)(5) shall be consistent with such regulation.

11.8. **“Code”** means the Internal Revenue Code of 1986, as amended, and the regulations issued thereunder.

11.9. “**Committee**” means one or more committees or subcommittees of the Board, which may include one or more Company directors or executive officers, to the extent Applicable Laws permit. To the extent required to comply with the provisions of Rule 16b-3, it is intended that each member of the Committee will be, at the time the Committee takes any action with respect to an Award that is subject to Rule 16b-3, a “non-employee director” within the meaning of Rule 16b-3; however, a Committee member’s failure to qualify as a “non-employee director” within the meaning of Rule 16b-3 will not invalidate any Award granted by the Committee that is otherwise validly granted under the Plan.

11.10. “**Company**” means Kiniksa Pharmaceuticals International, plc, a public limited company organized under the laws of England and Wales, or any successor.

11.11. “**Consultant**” means any person, including any adviser, engaged by the Company or its parent or Subsidiary to render services to such entity if the consultant or adviser: (i) renders bona fide services to the Company; (ii) renders services not in connection with the offer or sale of securities in a capital-raising transaction and does not directly or indirectly promote or maintain a market for the Company’s securities; and (iii) is a natural person.

11.12. “**Designated Beneficiary**” means the beneficiary or beneficiaries the Participant designates, in a manner the Administrator determines, to receive amounts due or exercise the Participant’s rights if the Participant dies or becomes incapacitated. Without a Participant’s effective designation, “**Designated Beneficiary**” will mean the Participant’s estate.

11.13. “**Director**” means a Board member.

11.14. “**Disability**” means a permanent and total disability under Section 22(e)(3) of the Code, as amended.

11.15. “**Dividend Equivalents**” means a right granted to a Participant under the Plan to receive the equivalent value (in cash or Shares) of dividends paid on Shares.

11.16. “**Employee**” means any employee of the Company or its Subsidiaries.

11.17. “**Equity Restructuring**” means a nonreciprocal transaction between the Company and its shareholders, such as a share dividend, bonus issue, share split, spin-off or recapitalization through a large, nonrecurring cash dividend, that affects the number or kind of Shares (or other Company securities) or the share price of Ordinary Shares (or other Company securities) and causes a change in the per share value of the Ordinary Shares underlying outstanding Awards.

11.18. “**Exchange Act**” means the Securities Exchange Act of 1934, as amended.

11.19. “**Fair Market Value**” means, as of any date, the value of Ordinary Shares determined as follows: (i) if the Ordinary Shares are listed on any established stock exchange, a share’s Fair Market Value will be the closing sales price for such Ordinary Shares as quoted on such exchange for such date, or if no sale occurred on such date, the last day preceding such date during which a sale occurred, as reported in The Wall Street Journal or another source the Administrator deems reliable; (ii) if the Ordinary Shares are not traded on a stock exchange but is quoted on a national market or other quotation system, the closing sales price on such date, or if no sales occurred on such date, then on the last date preceding such date during which a sale occurred, as reported in The Wall Street Journal or another source the Administrator deems reliable; or (iii) without an established market for the Ordinary Shares, the Administrator will determine the Fair Market Value in its discretion. Notwithstanding the foregoing, with respect to any Award granted on the pricing date of the Company’s initial public offering, the Fair Market Value shall mean the initial public offering price of a Share as set forth in the Company’s final prospectus relating to its initial public offering filed with the Securities and Exchange Commission.

- 11.20. "**Greater Than 10% Shareholder**" means an individual then owning (within the meaning of Section 424(d) of the Code) more than 10% of the total combined voting power of all classes of shares of the Company or its parent or subsidiary corporation, as defined in Section 424(e) and (f) of the Code, respectively.
- 11.21. "**Incentive Stock Option**" means an Option intended to qualify as an "**incentive stock option**" as defined in Section 422 of the Code.
- 11.22. "**Non-Qualified Stock Option**" means an Option not intended or not qualifying as an Incentive Stock Option.
- 11.23. "**Ordinary Shares**" means the Class A Ordinary Shares of the Company, nominal value of \$0.000273235 per share.
- 11.24. "**Option**" means an option to purchase Shares.
- 11.25. "**Other Share or Cash Based Awards**" means cash awards, awards of Shares, and other awards valued wholly or partially by referring to, or are otherwise based on, Shares or other property.
- 11.26. "**Overall Share Limit**" means (i) 4,466,500 Ordinary Shares, (ii) any Ordinary Shares which are subject to Prior Plan Awards which become available for issuance under the Plan pursuant to Article IV and (iii) an annual increase on the first day of each calendar year beginning January 1, 2019 and ending on and including January 1, 2028, equal to the lesser of (A) 4% of the aggregate number of Shares outstanding (on an as-converted basis) on the final day of the immediately preceding calendar year and (B) such smaller number of Shares as is determined by the Board.
- 11.27. "**Participant**" means a Service Provider who has been granted an Award.

11.28. “**Performance Criteria**” mean the criteria (and adjustments) that the Administrator may select for an Award to establish performance goals for a performance period, which may include the following: net earnings or losses (either before or after one or more of interest, taxes, depreciation, amortization, and non-cash equity-based compensation expense); gross or net sales or revenue or sales or revenue growth; net income (either before or after taxes) or adjusted net income; profits (including but not limited to gross profits, net profits, profit growth, net operation profit or economic profit), profit return ratios or operating margin; budget or operating earnings (either before or after taxes or before or after allocation of corporate overhead and bonus); cash flow (including operating cash flow and free cash flow or cash flow return on capital); return on assets; return on capital or invested capital; cost of capital; return on shareholders’ equity; total shareholder return; return on sales; costs, reductions in costs and cost control measures; expenses; working capital; earnings or loss per share; adjusted earnings or loss per share; price per share or dividends per share (or appreciation in or maintenance of such price or dividends); regulatory achievements or compliance; implementation, completion or attainment of objectives relating to research, development, regulatory, commercial, or strategic milestones or developments; market share; economic value or economic value added models; division, group or corporate financial goals; customer satisfaction/growth; customer service; employee satisfaction; recruitment and maintenance of personnel; human resources management; supervision of litigation and other legal matters; mergers, acquisitions, and other strategic partnerships, licenses, and other transactions; financial ratios (including those measuring liquidity, activity, profitability or leverage); debt levels or reductions; sales-related goals; financing and other capital raising transactions; cash on hand; acquisition activity; investment sourcing activity; and marketing initiatives, any of which may be measured in absolute terms or as compared to any incremental increase or decrease. Such performance goals also may be based solely by reference to the Company’s performance or the performance of a Subsidiary, division, business segment or business unit of the Company or a Subsidiary, or based upon performance relative to performance of other companies or upon comparisons of any of the indicators of performance relative to performance of other companies. The Committee may provide for exclusion of the impact of an event or occurrence which the Committee determines should appropriately be excluded, including (a) restructurings, discontinued operations, extraordinary items, and other unusual, infrequently occurring or non-recurring charges or events, (b) asset write-downs, (c) litigation or claim judgments or settlements, (d) acquisitions or divestitures, (e) reorganization or change in the corporate structure or capital structure of the Company, (f) an event either not directly related to the operations of the Company, Subsidiary, division, business segment or business unit or not within the reasonable control of management, (g) foreign exchange gains and losses, (h) a change in the fiscal year of the Company, (i) the refinancing or repurchase of bank loans or debt securities, (j) unbudgeted capital expenditures, (k) the issuance or repurchase of equity securities and other changes in the number of issued and outstanding shares, (l) conversion of some or all of convertible securities to Ordinary Shares, (m) any business interruption event (n) the cumulative effects of tax or accounting changes in accordance with U.S. generally accepted accounting principles, or (o) the effect of changes in other laws or regulatory rules affecting reported results.

11.29. “**Plan**” means this 2018 Incentive Award Plan, as amended and restated.

11.30. “**Prior Plans**” means, collectively, the Kiniksa Pharmaceuticals International, plc 2015 Equity Incentive Plan and any prior equity incentive plans of the Company or its predecessor.

11.31. “**Prior Plan Award**” means an award outstanding under the Prior Plans as of the Plan’s effective date in Section 10.3.

11.32. “**Restricted Share**” means a Share awarded to a Participant under Article VI subject to certain vesting conditions and other restrictions.

11.33. “**Restricted Share Unit**” means an unfunded, unsecured right to receive, on the applicable settlement date, one Share or an amount in cash or other consideration determined by the Administrator to be of equal value as of such settlement date, subject to certain vesting conditions and other restrictions.

11.34. “**Rule 16b-3**” means Rule 16b-3 promulgated under the Exchange Act.

11.35. “**Section 409A**” means Section 409A of the Code and all regulations, guidance, compliance programs and other interpretative authority thereunder.

11.36. “**Securities Act**” means the Securities Act of 1933, as amended.

11.37. “**Service Provider**” means an Employee, Consultant or Director.

11.38. “**Shares**” means Ordinary Shares.

11.39. “**Share Appreciation Right**” means a share appreciation right granted under Article V.

11.40. “**Subject Person**” has the meaning set forth in Section 11.7.

11.41. “**Subsidiary**” means any entity (other than the Company), whether domestic or foreign, in an unbroken chain of entities beginning with the Company if each of the entities other than the last entity in the unbroken chain beneficially owns, at the time of the determination, securities or interests representing at least 50% of the total combined voting power of all classes of securities or interests in one of the other entities in such chain.

11.42. “**Substitute Awards**” shall mean Awards granted or Shares issued by the Company in assumption of, or in substitution or exchange for, awards previously granted, or the right or obligation to make future awards, in each case by a company acquired by the Company or any Subsidiary or with which the Company or any Subsidiary combines.

11.43. “**Termination of Service**” means the date the Participant ceases to be a Service Provider.

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KINIKSA PHARMACEUTICALS INTERNATIONAL, PLC
2018 INCENTIVE AWARD PLAN

SHARE OPTION GRANT NOTICE

Capitalized terms not specifically defined in this Share Option Grant Notice (the "*Grant Notice*") have the meanings given to them in the 2018 Incentive Award Plan (as amended from time to time, the "*Plan*") of Kiniksa Pharmaceuticals International, plc (the "*Company*").

The Company has granted to the participant listed below ("*Participant*") the share option described in this Grant Notice (the "*Option*"), subject to the terms and conditions of the Plan and the Share Option Agreement attached as **Exhibit A** (the "*Agreement*"), both of which are incorporated into this Grant Notice by reference.

Participant:
Grant Date:
Grant Number:
Exercise Price per Share:
Shares Subject to the Option:
Final Expiration Date:
Vesting Commencement Date:
Vesting Schedule:
Type of Option:

By Participant's signature below, Participant agrees to be bound by the terms of this Grant Notice, the Plan and the Agreement. Participant has reviewed the Plan, this Grant Notice and the Agreement in their entirety, has had an opportunity to obtain the advice of counsel prior to executing this Grant Notice and fully understands all provisions of the Plan, this Grant Notice and the Agreement. Participant hereby agrees to accept as binding, conclusive and final all decisions or interpretations of the Administrator upon any questions arising under the Plan, this Grant Notice or the Agreement.

KINIKSA PHARMACEUTICALS INTERNATIONAL, PLC

PARTICIPANT

By: /s/ Sanj K. Patel
Name: Sanj K. Patel
Title: CEO and Chairman of the Board

SHARE OPTION AGREEMENT

Capitalized terms not specifically defined in this Agreement have the meanings specified in the Grant Notice or, if not defined in the Grant Notice, in the Plan.

ARTICLE I. GENERAL

1.1 Grant of Option. The Company has granted to Participant the Option effective as of the grant date set forth in the Grant Notice (the "*Grant Date*").

1.2 Incorporation of Terms of Plan. The Option is subject to the terms and conditions set forth in this Agreement and the Plan, which is incorporated herein by reference. In the event of any inconsistency between the Plan and this Agreement, the terms of the Plan will control.

ARTICLE II. PERIOD OF EXERCISABILITY

2.1 Commencement of Exercisability. The Option will vest and become exercisable according to the vesting schedule in the Grant Notice (the "*Vesting Schedule*"), except that any fraction of a Share as to which the Option would be vested or exercisable will be accumulated and will vest and become exercisable only when a whole Share has accumulated. In addition, if a Change in Control occurs (i) any outstanding portion of the Option that is not assumed, continued converted, replaced or substituted with a substantially similar award by the Company or a successor entity or its parent or subsidiary in the Change in Control (an "*Assumption*") will be accelerated and will become vested and exercisable in full as of immediately prior to the occurrence of the Change in Control, and (ii) following an Assumption, if Participant's employment with the Surviving Entity is terminated by the Surviving Entity without Cause within 12 months following the Change in Control, any outstanding portion of the Option will be accelerated and will become vested and exercisable in full as of immediately prior to Participant's employment termination. Notwithstanding anything in the Grant Notice, the Plan or this Agreement to the contrary, unless the Administrator otherwise determines, the Option will immediately expire and be forfeited as to any portion that is not vested and exercisable as of Participant's Termination of Service for any reason.

2.2 Duration of Exercisability. The Vesting Schedule is cumulative. Any portion of the Option which vests and becomes exercisable will remain vested and exercisable until the Option expires. The Option will be forfeited immediately upon its expiration.

2.3 Expiration of Option. The Option may not be exercised to any extent by anyone after, and will expire on, the first of the following to occur:

(a) The final expiration date in the Grant Notice;

(b) Except as the Administrator may otherwise approve, the expiration of three (3) months from the date of Participant's Termination of Service, unless Participant's Termination of Service is for Cause or by reason of Participant's death or Disability;

- (c) Except as the Administrator may otherwise approve, the expiration of one (1) year from the date of Participant's Termination of Service by reason of Participant's death or Disability; and
- (d) Except as the Administrator may otherwise approve, Participant's Termination of Service for Cause.

**ARTICLE III.
EXERCISE OF OPTION**

3.1 Person Eligible to Exercise. During Participant's lifetime, only Participant may exercise the Option. After Participant's death, any exercisable portion of the Option may, prior to the time the Option expires, be exercised by Participant's Designated Beneficiary according to the procedures in the Plan.

3.2 Partial Exercise. Any exercisable portion of the Option or the entire Option, if then wholly exercisable, may be exercised, in whole or in part, according to the procedures in the Plan at any time prior to the time the Option or portion thereof expires, except that the Option may only be exercised for whole Shares.

3.3 Tax Withholding.

(a) The Company has the right and option, but not the obligation, to treat Participant's failure to provide timely payment in accordance with the Plan of any withholding tax arising in connection with the Option as Participant's election to satisfy all or any portion of the withholding tax by requesting the Company repurchase Shares otherwise issuable under the Option limited to the number of Shares which have a Fair Market Value on the date of repurchase necessary to pay the aggregate amount of tax liability.

(b) Participant acknowledges that Participant is ultimately liable and responsible for all taxes owed in connection with the Option, regardless of any action the Company or any Subsidiary takes with respect to any tax withholding obligations that arise in connection with the Option. Neither the Company nor any Subsidiary makes any representation or undertaking regarding the treatment of any tax withholding in connection with the awarding, vesting or exercise of the Option or the subsequent sale of Shares. The Company and the Subsidiaries do not commit and are under no obligation to structure the Option to reduce or eliminate Participant's tax liability.

**ARTICLE IV.
OTHER PROVISIONS**

4.1 Adjustments. Participant acknowledges that the Option is subject to adjustment, modification and termination in certain events as provided in this Agreement and the Plan.

4.2 Notices. Any notice to be given under the terms of this Agreement to the Company must be in writing and addressed to the Company in care of the Company's Secretary at the Company's principal office or the Secretary's then-current email address or facsimile number. Any notice to be given under the terms of this Agreement to Participant must be in writing and addressed to Participant (or, if Participant is then deceased, to the person entitled to exercise the Option) at Participant's last known mailing address, email address or facsimile number in the Company's personnel files. By a notice given pursuant to this Section, either party may designate a different address for notices to be given to that party. Any notice will be deemed duly given when actually received, when sent by email, when sent by certified mail (return receipt requested) and deposited with postage prepaid in a post office or branch post office regularly maintained by the United States Postal Service, when delivered by a nationally recognized express shipping company or upon receipt of a facsimile transmission confirmation.

4.3 Titles. Titles are provided herein for convenience only and are not to serve as a basis for interpretation or construction of this Agreement.

4.4 Conformity to Securities Laws. Participant acknowledges that the Plan, the Grant Notice and this Agreement are intended to conform to the extent necessary with all Applicable Laws and, to the extent Applicable Laws permit, will be deemed amended as necessary to conform to Applicable Laws.

4.5 Successors and Assigns. The Company may assign any of its rights under this Agreement to single or multiple assignees, and this Agreement will inure to the benefit of the successors and assigns of the Company. Subject to the restrictions on transfer set forth in the Plan, this Agreement will be binding upon and inure to the benefit of the heirs, legatees, legal representatives, successors and assigns of the parties hereto.

4.6 Limitations Applicable to Section 16 Persons. Notwithstanding any other provision of the Plan or this Agreement, if Participant is subject to Section 16 of the Exchange Act, the Plan, the Grant Notice, this Agreement and the Option will be subject to any additional limitations set forth in any applicable exemptive rule under Section 16 of the Exchange Act (including any amendment to Rule 16b-3) that are requirements for the application of such exemptive rule. To the extent Applicable Laws permit, this Agreement will be deemed amended as necessary to conform to such applicable exemptive rule.

4.7 Entire Agreement. The Plan, the Grant Notice and this Agreement (including any exhibit hereto) constitute the entire agreement of the parties and supersede in their entirety all prior undertakings and agreements of the Company and Participant with respect to the subject matter hereof.

4.8 Agreement Severable. In the event that any provision of the Grant Notice or this Agreement is held illegal or invalid, the provision will be severable from, and the illegality or invalidity of the provision will not be construed to have any effect on, the remaining provisions of the Grant Notice or this Agreement.

4.9 Limitation on Participant's Rights. Participation in the Plan confers no rights or interests other than as herein provided. This Agreement creates only a contractual obligation on the part of the Company as to amounts payable and may not be construed as creating a trust. Neither the Plan nor any underlying program, in and of itself, has any assets. Participant will have only the rights of a general unsecured creditor of the Company with respect to amounts credited and benefits payable, if any, with respect to the Option, and rights no greater than the right to receive the Shares as a general unsecured creditor with respect to the Option, as and when exercised pursuant to the terms hereof.

4.10 Not a Contract of Employment. Nothing in the Plan, the Grant Notice or this Agreement confers upon Participant any right to continue in the employ or service of the Company or any Subsidiary or interferes with or restricts in any way the rights of the Company and its Subsidiaries, which rights are hereby expressly reserved, to discharge or terminate the services of Participant at any time for any reason whatsoever, with or without Cause, except to the extent expressly provided otherwise in a written agreement between the Company or a Subsidiary and Participant.

4.11 Counterparts. The Grant Notice may be executed in one or more counterparts, including by way of any electronic signature, subject to Applicable Law, each of which will be deemed an original and all of which together will constitute one instrument.

4.12 Incentive Stock Options. If the Option is designated as an Incentive Stock Option:

(a) Participant acknowledges that to the extent the aggregate fair market value of shares (determined as of the time the option with respect to the shares is granted) with respect to which share options intended to qualify as "incentive stock options" under Section 422 of the Code, including the Option, are exercisable for the first time by Participant during any calendar year exceeds \$100,000 or if for any other reason such share options do not qualify or cease to qualify for treatment as "incentive stock options" under Section 422 of the Code, such share options (including the Option) will be treated as non-qualified share options. Participant further acknowledges that the rule set forth in the preceding sentence will be applied by taking the Option and other share options into account in the order in which they were granted, as determined under Section 422(d) of the Code. Participant acknowledges that amendments or modifications made to the Option pursuant to the Plan that would cause the Option to become a Non-Qualified Stock Option will not materially or adversely affect Participant's rights under the Option, and that any such amendment or modification shall not require Participant's consent. Participant also acknowledges that if the Option is exercised more than three (3) months after Participant's Termination of Service as an Employee, other than by reason of death or disability, the Option will be taxed as a Non-Qualified Stock Option.

(b) Participant will give prompt written notice to the Company of any disposition or other transfer of any Shares acquired under this Agreement if such disposition or other transfer is made (a) within two (2) years from the Grant Date or (b) within one (1) year after the transfer of such Shares to Participant. Such notice will specify the date of such disposition or other transfer and the amount realized, in cash, other property, assumption of indebtedness or other consideration, by Participant in such disposition or other transfer.

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KINIKSA PHARMACEUTICALS
INTERNATIONAL, PLC
2018 INCENTIVE AWARD PLAN

RESTRICTED SHARE UNIT GRANT NOTICE

Capitalized terms not specifically defined in this Restricted Share Unit Grant Notice (the "*Grant Notice*") have the meanings given to them in the 2018 Incentive Award Plan (as amended from time to time, the "*Plan*") of Kiniksa Pharmaceuticals International, plc (the "*Company*").

The Company has granted to the participant listed below ("*Participant*") the Restricted Share Units described in this Grant Notice ("*RSUs*"), subject to the terms and conditions of the Plan and the Restricted Share Unit Agreement attached as **Exhibit A** (the "*Agreement*"), both of which are incorporated into this Grant Notice by reference.

Participant:
Grant Date:
Grant Number:
Number of RSUs:
Vesting Commencement Date:
Vesting Schedule:

By Participant's signature below, Participant agrees to be bound by the terms of this Grant Notice, the Plan and the Agreement. Participant has reviewed the Plan, this Grant Notice and the Agreement in their entirety, has had an opportunity to obtain the advice of counsel prior to executing this Grant Notice and fully understands all provisions of the Plan, this Grant Notice and the Agreement. Participant hereby agrees to accept as binding, conclusive and final all decisions or interpretations of the Administrator upon any questions arising under the Plan, this Grant Notice or the Agreement.

KINIKSA PHARMACEUTICALS INTERNATIONAL, PLC

PARTICIPANT

By: /s/ Sanj K. Patel
Name: Sanj K. Patel
Title: CEO and Chairman of the Board

RESTRICTED SHARE UNIT AGREEMENT

Capitalized terms not specifically defined in this Agreement have the meanings specified in the Grant Notice or, if not defined in the Grant Notice, in the Plan.

**ARTICLE I.
GENERAL**

1.1 Award of RSUs and Dividend Equivalents.

(a) The Company has granted the RSUs to Participant effective as of the grant date set forth in the Grant Notice (the "**Grant Date**"). Each RSU represents the right to receive one Share or, at the option of the Company, an amount of cash, in either case, as set forth in this Agreement. Participant will have no right to the distribution of any Shares or payment of any cash until the time (if ever) the RSUs have vested.

(b) The Company hereby grants to Participant, with respect to each RSU, a Dividend Equivalent for ordinary cash dividends paid to substantially all holders of outstanding Shares with a record date after the Grant Date and prior to the date the applicable RSU is settled, forfeited or otherwise expires. Each Dividend Equivalent entitles Participant to receive the equivalent value of any such ordinary cash dividends paid on a single Share. The Company will establish a separate Dividend Equivalent bookkeeping account (a "**Dividend Equivalent Account**") for each Dividend Equivalent and credit the Dividend Equivalent Account (without interest) on the applicable dividend payment date with the amount of any such cash paid.

1.2 Incorporation of Terms of Plan. The RSUs are subject to the terms and conditions set forth in this Agreement and the Plan, which is incorporated herein by reference. In the event of any inconsistency between the Plan and this Agreement, the terms of the Plan will control.

1.3 Unsecured Promise. The RSUs and Dividend Equivalents will at all times prior to settlement represent an unsecured Company obligation payable only from the Company's general assets.

**ARTICLE II.
VESTING; FORFEITURE AND SETTLEMENT**

2.1 Vesting; Forfeiture. The RSUs will vest according to the vesting schedule in the Grant Notice except that any fraction of an RSU that would otherwise be vested will be accumulated and will vest only when a whole RSU has accumulated. In the event of Participant's Termination of Service for any reason, all unvested RSUs will immediately and automatically be cancelled and forfeited, except as otherwise determined by the Administrator or provided in a binding written agreement between Participant and the Company. Dividend Equivalents (including any Dividend Equivalent Account balance) will vest or be forfeited, as applicable, upon the vesting or forfeiture of the RSU with respect to which the Dividend Equivalent (including the Dividend Equivalent Account) relates.

2.2 Settlement.

(a) RSUs and Dividend Equivalents (including any Dividend Equivalent Account balance) will be paid in Shares or cash at the Company's option as soon as administratively practicable after the vesting of the applicable RSU, but in no event more than sixty (60) days after the RSU's vesting date. Notwithstanding the foregoing, the Company may delay any payment under this Agreement that the Company reasonably determines would violate Applicable Law until the earliest date the Company reasonably determines the making of the payment will not cause such a violation (in accordance with Treasury Regulation Section 1.409A-2(b)(7)(ii)), provided the Company reasonably believes the delay will not result in the imposition of excise taxes under Section 409A.

(b) If an RSU is paid in cash, the amount of cash paid with respect to the RSU will equal the Fair Market Value of a Share on the day immediately preceding the payment date. If a Dividend Equivalent is paid in Shares, the number of Shares paid with respect to the Dividend Equivalent will equal the quotient, rounded down to the nearest whole Share, of the Dividend Equivalent Account balance divided by the Fair Market Value of a Share on the day immediately preceding the payment date.

**ARTICLE III.
TAXATION AND TAX WITHHOLDING**

3.1 Representation. Participant represents to the Company that Participant has reviewed with Participant's own tax advisors the tax consequences of this Award and the transactions contemplated by the Grant Notice and this Agreement. Participant is relying solely on such advisors and not on any statements or representations of the Company or any of its agents.

3.2 Tax Withholding.

(a) The Company has the right and option, but not the obligation, to treat Participant's failure to provide timely payment in accordance with the Plan of any withholding tax arising in connection with the RSUs or Dividend Equivalents as Participant's election to satisfy all or any portion of the withholding tax by requesting the Company repurchase Shares otherwise issuable under the Award limited to the number of Shares which have a Fair Market Value on the date of repurchase necessary to pay the aggregate amount of tax liability.

(b) Participant acknowledges that Participant is ultimately liable and responsible for all taxes owed in connection with the RSUs and the Dividend Equivalents, regardless of any action the Company or any Subsidiary takes with respect to any tax withholding obligations that arise in connection with the RSUs or Dividend Equivalents. Neither the Company nor any Subsidiary makes any representation or undertaking regarding the treatment of any tax withholding in connection with the awarding, vesting or payment of the RSUs or the Dividend Equivalents or the subsequent sale of Shares. The Company and the Subsidiaries do not commit and are under no obligation to structure the RSUs or Dividend Equivalents to reduce or eliminate Participant's tax liability.

**ARTICLE IV.
OTHER PROVISIONS**

4.1 Adjustments. Participant acknowledges that the RSUs, the Shares subject to the RSUs and the Dividend Equivalents are subject to adjustment, modification and termination in certain events as provided in this Agreement and the Plan.

4.2 Notices. Any notice to be given under the terms of this Agreement to the Company must be in writing and addressed to the Company in care of the Company's Secretary at the Company's principal office or the Secretary's then-current email address or facsimile number. Any notice to be given under the terms of this Agreement to Participant must be in writing and addressed to Participant at Participant's last known mailing address, email address or facsimile number in the Company's personnel files. By a notice given pursuant to this Section, either party may designate a different address for notices to be given to that party. Any notice will be deemed duly given when actually received, when sent by email, when sent by certified mail (return receipt requested) and deposited with postage prepaid in a post office or branch post office regularly maintained by the United States Postal Service, when delivered by a nationally recognized express shipping company or upon receipt of a facsimile transmission confirmation.

4.3 Titles. Titles are provided herein for convenience only and are not to serve as a basis for interpretation or construction of this Agreement.

4.4 Conformity to Securities Laws. Participant acknowledges that the Plan, the Grant Notice and this Agreement are intended to conform to the extent necessary with all Applicable Laws and, to the extent Applicable Laws permit, will be deemed amended as necessary to conform to Applicable Laws.

4.5 Successors and Assigns. The Company may assign any of its rights under this Agreement to single or multiple assignees, and this Agreement will inure to the benefit of the successors and assigns of the Company. Subject to the restrictions on transfer set forth in the Plan, this Agreement will be binding upon and inure to the benefit of the heirs, legatees, legal representatives, successors and assigns of the parties hereto.

4.6 Limitations Applicable to Section 16 Persons. Notwithstanding any other provision of the Plan or this Agreement, if Participant is subject to Section 16 of the Exchange Act, the Plan, the Grant Notice, this Agreement, the RSUs and the Dividend Equivalents will be subject to any additional limitations set forth in any applicable exemptive rule under Section 16 of the Exchange Act (including any amendment to Rule 16b-3) that are requirements for the application of such exemptive rule. To the extent Applicable Laws permit, this Agreement will be deemed amended as necessary to conform to such applicable exemptive rule.

4.7 Entire Agreement. The Plan, the Grant Notice and this Agreement (including any exhibit hereto) constitute the entire agreement of the parties and supersede in their entirety all prior undertakings and agreements of the Company and Participant with respect to the subject matter hereof.

4.8 Agreement Severable. In the event that any provision of the Grant Notice or this Agreement is held illegal or invalid, the provision will be severable from, and the illegality or invalidity of the provision will not be construed to have any effect on, the remaining provisions of the Grant Notice or this Agreement.

4.9 Limitation on Participant's Rights. Participation in the Plan confers no rights or interests other than as herein provided. This Agreement creates only a contractual obligation on the part of the Company as to amounts payable and may not be construed as creating a trust. Neither the Plan nor any underlying program, in and of itself, has any assets. Participant will have only the rights of a general unsecured creditor of the Company with respect to amounts credited and benefits payable, if any, with respect to the RSUs and Dividend Equivalents, and rights no greater than the right to receive cash or the Shares as a general unsecured creditor with respect to the RSUs and Dividend Equivalents, as and when settled pursuant to the terms of this Agreement.

4.10 Not a Contract of Employment. Nothing in the Plan, the Grant Notice or this Agreement confers upon Participant any right to continue in the employ or service of the Company or any Subsidiary or interferes with or restricts in any way the rights of the Company and its Subsidiaries, which rights are hereby expressly reserved, to discharge or terminate the services of Participant at any time for any reason whatsoever, with or without Cause, except to the extent expressly provided otherwise in a written agreement between the Company or a Subsidiary and Participant.

4.11 Counterparts. The Grant Notice may be executed in one or more counterparts, including by way of any electronic signature, subject to Applicable Law, each of which will be deemed an original and all of which together will constitute one instrument.

* * * * *

KINIKA PHARMACEUTICALS INTERNATIONAL, PLC
2018 INCENTIVE AWARD PLAN

SUB-PLAN FOR UK EMPLOYEES

1. Purpose

Pursuant to the powers granted by the Administrator in Section 10.5 of the Kiniksa Pharmaceuticals International, plc 2018 Incentive Award Plan (as it may be amended or restated from time to time, the “**Plan**”), the Administrator has adopted this Sub-Plan (as amended and restated, the “**Sub-Plan**”). The purpose of the Sub-Plan is to promote the success and enhance the value of Kiniksa Pharmaceuticals International, plc (the “**Company**”), by linking the individual interests of Employees, to those of Company shareholders and by providing such individuals with an incentive for outstanding performance to generate superior returns to Company shareholders. The Sub-Plan is further intended to provide flexibility to the Company in its ability to motivate, attract, and retain the services of Employees upon whose judgment, interest, and special effort the successful conduct of the Company’s operation is largely dependent. Only Employees may receive Awards under the Sub-Plan.

2. Definitions, Construction and Eligibility

(a) Capitalized terms used in the Sub-Plan which are not defined herein shall have the meaning given in the Plan, and where the context requires any references to the “**Plan**” in those definitions shall be a reference to the Sub-Plan. The singular pronoun shall include the plural where the context so indicates.

(b) In the event of a conflict between the terms of the Sub-Plan and the Plan with respect to Awards granted to Employees based in the United Kingdom under the Sub-Plan, the terms of the Sub-Plan will control.

Section 2.1. Definitions

Wherever the following terms are: (i) used in the Sub-Plan; or (ii) used in the Plan but apply to Awards made under the Sub-Plan, they shall have the meanings specified below, unless the context clearly indicates otherwise:

(a) “**Award**” means, individually, or collectively, a grant under the Sub-Plan of an option, a Share Appreciation Right, a Restricted Share award, a Restricted Share award or an Other Share or Cash Based Award; and

(b) “**Service Provider**” shall mean any person who is an Employee.

Section 2.2. Eligibility

The Sub-Plan forms the rules of the employee share scheme applicable to Awards made under the Sub-Plan to Employees of the Company and any Subsidiaries based in the United Kingdom or in any other jurisdiction at the discretion of the Administrator. Other Service Providers who are not Employees (such as Consultants and non-employee Directors) are not eligible to receive Awards and become Participants under this Sub-Plan. References to the phrase “**Service Provider**” shall be interpreted as referring only to Employees when that phrase in the Plan is used in the context of the Sub-Plan and Awards granted to Employees under this Sub-Plan.

3. Administration and Delegation

The provisions of Article 3 of the Plan shall apply to this Sub-Plan as if references to the Plan are references to the Sub-Plan.

4. Shares Available for Awards

(a) The provisions of Article 4 of the Plan shall apply to this Sub-Plan as if references to the Plan are references to the Sub-Plan.

(b) The aggregate number of Shares which may be issued or transferred pursuant to Awards under the Sub-Plan, when taken together with the number of Shares which may be issued or transferred pursuant to Awards under the Plan or any other sub-plan, shall not exceed the limits specified by Article 4 of the Plan, as amended from time to time.

5. Share Options and Share Appreciation Rights

(a) Except as set out below, the provisions of Article 5 of the Plan shall apply to this Sub-Plan as if references to the Plan are references to the Sub-Plan.

(b) Unless otherwise determined appropriate by the Administrator, any Option granted under this Sub-Plan shall be a Non-Qualified Stock Option.

6. Restricted Shares; Restricted Share Units

The provisions of Article 6 of the Plan shall apply to this Sub-Plan as if references to the Plan are references to the Sub-Plan. On request by the Company, Participants tax resident in the United Kingdom will be required to make an election under Section 431 of Chapter 2 Income Tax (Earnings and Pensions) Act 2003 ("ITEPA") pursuant to which, for the relevant tax purposes, the market value of the Shares acquired will be calculated as if the Shares were not restricted. Participants tax resident in other jurisdictions may be required to make equivalent elections appropriate to their jurisdictions.

7. Other Share or Cash Based Awards

The provisions of Article 7 of the Plan shall apply to this Sub-Plan as if references to the Plan are references to the Sub-Plan.

8. Adjustments For Changes in Ordinary Shares and Certain Other Events

The provisions of Article 8 of the Plan shall apply to this Sub-Plan as if references to the Plan are references to the Sub-Plan.

9. General Provisions Applicable to Awards

(a) Except as set out below, the provisions of Article 9 of the Plan shall apply to this Sub-Plan as if references to the Plan are references to the Sub-Plan.

(b) Section 9.5 of the Plan shall be amended so that the terms “**taxes required by law to be withheld**” and any similar phrases relating to tax obligations or tax liability when used in Section 9.5 shall include income tax, employee’s National Insurance contributions and (at the discretion of the Company) employer’s National Insurance contributions or other similar taxes arising in any jurisdiction (any a “**Tax Liability**”). The Participant will indemnify and keep indemnified the Company and his/her employing company, if different, from and against any liability for or obligation to pay any Tax Liability arising in consequence of any Award.

10. Miscellaneous

(a) Except as set out below, the provisions of Article 10 of the Plan shall apply to this Sub-Plan as if references to the Plan are references to the Sub-Plan.

(b) The following language set out below is in addition to the terms of Article 10:

“Neither the Sub-Plan nor any Award made under the Sub-Plan shall give the Participant any rights to compensation or damages including for any loss or potential loss that the Participant may suffer by reason of being unable to exercise any Option or forfeiting any Award or Shares as a result of the termination of the Sub-Plan, the lapsing or termination of an Award or the Participant’s Termination of Service including where any Termination of Service is subsequently held to be wrongful or unfair.”

(c) The following language set out below shall replace Section 10.9:

“The Company and all its Subsidiaries may transfer, collect, use, process or disclose, in electronic or other form, such information to third parties, including where they are situated outside the European Economic Area in countries where the level of data protection may not be as high as in the Participant’s country of residence, in the event that such disclosure is in their view required for the performance of their obligations under the Plan. The Company and all Group Companies shall ensure that such collection, use, processing and transfers are made in accordance with the EU General Data Protection Regulation and other applicable data protection laws in any other jurisdiction.”

11. Definitions

(a) Except as set out below, the provisions of Article 11 of the Plan shall apply to this Sub-Plan as if references to the Plan are references to the Sub-Plan.

(b) Section 11.11 (“**Consultant**”) shall not apply to this Sub-Plan.

(c) Section 11.37, (“**Service Provider**”) shall mean an Employee.

**KINIKSA PHARMACEUTICALS INTERNATIONAL, PLC
2018 INCENTIVE AWARD PLAN UK SUB-PLAN**

SHARE OPTION GRANT NOTICE FOR UK PARTICIPANTS

Capitalized terms not specifically defined in this Share Option Grant Notice (the "*Grant Notice*") have the meanings given to them in the 2018 Incentive Award Plan UK Sub-Plan (the "*UK Sub-Plan*"), which incorporates terms from the 2018 Incentive Award Plan (as amended from time to time, the "*Plan*") of Kiniksa Pharmaceuticals International, plc (the "*Company*").

The Company has granted to the participant listed below ("*Participant*") the share option described in this Grant Notice (the "*Option*"), subject to the terms and conditions of the UK Sub-Plan and the Share Option Agreement attached as **Exhibit A** (the "*UK Option Agreement*"), both of which are incorporated into this Grant Notice by reference.

Participant:

Grant Date:

Grant Number:

Exercise Price per Share:

Shares Subject to the Option:

Final Expiration Date:

Vesting Commencement Date:

Vesting Schedule:

Type of Option:

By Participant's signature below, Participant agrees to be bound by the terms of this Grant Notice, the UK Sub-Plan and the UK Option Agreement. Participant has reviewed the UK Sub-Plan, this Grant Notice and the UK Option Agreement in their entirety, has had an opportunity to obtain the advice of counsel prior to executing this Grant Notice and fully understands all provisions of the UK Sub-Plan, this Grant Notice and the UK Option Agreement. Participant hereby agrees to accept as binding, conclusive and final all decisions or interpretations of the Administrator upon any questions arising under the UK Sub-Plan, this Grant Notice or the UK Option Agreement.

KINIKSA PHARMACEUTICALS INTERNATIONAL, PLC

PARTICIPANT

By: /s/ Sanj K. Patel
Name: Sanj K. Patel
Title: CEO and Chairman of the Board

SHARE OPTION AGREEMENT FOR UK PARTICIPANTS

Capitalized terms not specifically defined in this UK Option Agreement have the meanings specified in the Grant Notice or, if not defined in the Grant Notice, in the UK Sub-Plan.

ARTICLE I. GENERAL

1.1 Grant of Option. The Company has granted to Participant the Option effective as of the grant date set forth in the Grant Notice (the "*Grant Date*").

1.2 Incorporation of Terms of UK Sub-Plan. The Option is subject to the terms and conditions set forth in this UK Option Agreement and the UK Sub-Plan, which is incorporated herein by reference. In the event of any inconsistency between the UK Sub-Plan and this UK Option Agreement, the terms of the UK Option Agreement will control.

ARTICLE II. PERIOD OF EXERCISABILITY

2.1 Commencement of Exercisability. The Option will vest and become exercisable according to the vesting schedule in the Grant Notice (the "*Vesting Schedule*"), except that any fraction of a Share as to which the Option would be vested or exercisable will be accumulated and will vest and become exercisable only when a whole Share has accumulated. In addition, if a Change in Control occurs (i) any outstanding portion of the Option that is not assumed, continued converted, replaced or substituted with a substantially similar award by the Company or a successor entity or its parent or subsidiary in the Change in Control (an "*Assumption*") will be accelerated and will become vested and exercisable in full as of immediately prior to the occurrence of the Change in Control, and (ii) following an Assumption, if Participant's employment with the Surviving Entity is terminated by the Surviving Entity without Cause within 12 months following the Change in Control, any outstanding portion of the Option will be accelerated and will become vested and exercisable in full as of immediately prior to Participant's employment termination. Notwithstanding anything in the Grant Notice, the UK Sub-Plan or this UK Option Agreement to the contrary, unless the Administrator otherwise determines, the Option will immediately expire and be forfeited as to any portion that is not vested and exercisable as of the Participant's Termination of Service for any reason.

2.2 Duration of Exercisability. The Vesting Schedule is cumulative. Any portion of the Option which vests and becomes exercisable will remain vested and exercisable until the Option expires. The Option will be forfeited immediately upon its expiration.

2.3 Expiration of Option. The Option may not be exercised to any extent by anyone after, and will expire on, the first of the following to occur:

(a) The final expiration date in the Grant Notice;

(b) Except as the Administrator may otherwise approve, the expiration of three (3) months from the date of Participant's Termination of Service, unless Participant's Termination of Service is for Cause or by reason of Participant's death or Disability;

- (c) Except as the Administrator may otherwise approve, the expiration of one (1) year from the date of Participant's Termination of Service by reason of Participant's death or Disability; and
- (d) Except as the Administrator may otherwise approve, Participant's Termination of Service for Cause.

**ARTICLE III.
EXERCISE OF OPTION**

3.1 Person Eligible to Exercise. During Participant's lifetime, only Participant may exercise the Option. After Participant's death, any exercisable portion of the Option may, prior to the time the Option expires, be exercised by Participant's Designated Beneficiary according to the procedures in the UK Sub-Plan.

3.2 Partial Exercise. Any exercisable portion of the Option or the entire Option, if then wholly exercisable, may be exercised, in whole or in part, according to the procedures in the UK Sub-Plan at any time prior to the time the Option or portion thereof expires, except that the Option may only be exercised for whole Shares.

3.3 UK Tax Withholding.

(a) Tax Indemnity. Participant agrees to indemnify and keep indemnified the Company and his/her employing company ("**Employer**"), if different, from and against any liability for or obligation to pay any Tax Liability (a "**Tax Liability**" being any liability for income tax, employee's National Insurance contributions and (at the discretion of the Company) employer's National Insurance Contributions (or other similar obligations to pay tax and social security wherever in the world arising)) that is attributable to: (1) the grant or exercise of, or any benefit derived by Participant from, the Option or the Shares which are the subject of the Option; (2) the transfer or issue of Shares to Participant on satisfaction of the Option or any other benefit on exercise of the Option; (3) any restrictions applicable to the Shares held by the Participant ceasing to apply to those shares; or (4) the disposal of any Shares.

(b) Tax Liability. The Option cannot be exercised until Participant has made such arrangements as the Company may require for the satisfaction of any Tax Liability that may arise in connection with the exercise of the Option and/or the acquisition of the Shares by the Participant. The Company shall not be required to issue, allot or transfer Shares until Participant has satisfied this obligation.

(c) Election. Participant undertakes that, upon request by the Company, he/she will (on or within 14 days of acquiring the Shares) join with his/her Employer in electing, pursuant to Section 431(1) of the Income Tax (Earnings and Pensions) Act 2003 ("**ITEPA**") that, for relevant tax purposes, the market value of the Shares acquired on exercise of the Option on any occasion will be calculated as if the Shares were not restricted and Sections 425 to 430 (inclusive) of ITEPA are not to apply to such Shares.

(d) The Company has the right and option, but not the obligation, to treat Participant's failure to provide timely payment in accordance with the UK Sub-Plan of any withholding tax arising in connection with the Option as Participant's election to satisfy all or any portion of the withholding tax by requesting the Company repurchase Shares otherwise issuable under the Option limited to the number of Shares which have an aggregate Fair Market Value on the date of repurchase necessary to pay the aggregate amount of Tax Liability.

(e) Participant acknowledges that Participant is ultimately liable and responsible for all taxes owed in connection with the Option, regardless of any action the Company or any Subsidiary takes with respect to any tax withholding obligations that arise in connection with the Option. Neither the Company nor any Subsidiary makes any representation or undertaking regarding the treatment of any tax withholding in connection with the awarding, vesting or exercise of the Option or the subsequent sale of Shares. The Company and the Subsidiaries do not commit and are under no obligation to structure the Option to reduce or eliminate Participant's Tax Liability.

**ARTICLE IV.
OTHER PROVISIONS**

4.1 Adjustments. Participant acknowledges that the Option is subject to adjustment, modification and termination in certain events as provided in this UK Option Agreement and the UK Sub-Plan.

4.2 Notices. Any notice to be given under the terms of this UK Option Agreement to the Company must be in writing and addressed to the Company in care of the Company's Secretary at the Company's principal office or the Secretary's then-current email address or facsimile number. Any notice to be given under the terms of this UK Option Agreement to Participant must be in writing and addressed to Participant (or, if Participant is then deceased, to the person entitled to exercise the Option) at Participant's last known mailing address, email address or facsimile number in the Company's personnel files. By a notice given pursuant to this Section, either party may designate a different address for notices to be given to that party. Any notice will be deemed duly given when actually received, when sent by email, when sent by certified mail (return receipt requested) and deposited with postage prepaid in a post office or branch post office regularly maintained by the United States Postal Service, when delivered by a nationally recognized express shipping company or upon receipt of a facsimile transmission confirmation.

4.3 Titles. Titles are provided herein for convenience only and are not to serve as a basis for interpretation or construction of this UK Option Agreement.

4.4 Conformity to Securities Laws. Participant acknowledges that the UK Sub-Plan, the Grant Notice and this UK Option Agreement are intended to conform to the extent necessary with all Applicable Laws and, to the extent Applicable Laws permit, will be deemed amended as necessary to conform to Applicable Laws.

4.5 Successors and Assigns. The Company may assign any of its rights under this UK Option Agreement to single or multiple assignees, and this UK Option Agreement will inure to the benefit of the successors and assigns of the Company. Subject to the restrictions on transfer set forth in the UK Sub-Plan, this UK Option Agreement will be binding upon and inure to the benefit of the heirs, legatees, legal representatives, successors and assigns of the parties hereto.

4.6 Limitations Applicable to Section 16 Persons. Notwithstanding any other provision of the UK Sub-Plan or this UK Option Agreement, if Participant is subject to Section 16 of the Exchange Act, the UK Sub-Plan, the Grant Notice, this UK Option Agreement and the Option will be subject to any additional limitations set forth in any applicable exemptive rule under Section 16 of the Exchange Act (including any amendment to Rule 16b-3) that are requirements for the application of such exemptive rule. To the extent Applicable Laws permit, this UK Option Agreement will be deemed amended as necessary to conform to such applicable exemptive rule.

4.7 Entire Agreement. The UK Sub-Plan, the Grant Notice and this UK Option Agreement (including any exhibit hereto) constitute the entire agreement of the parties and supersede in their entirety all prior undertakings and agreements of the Company and Participant with respect to the subject matter hereof.

4.8 Agreement Severable. In the event that any provision of the Grant Notice or this UK Option Agreement is held illegal or invalid, the provision will be severable from, and the illegality or invalidity of the provision will not be construed to have any effect on, the remaining provisions of the Grant Notice or this UK Option Agreement.

4.9 Limitation on Participant's Rights. Participation in the UK Sub-Plan confers no rights or interests other than as herein provided. This UK Option Agreement creates only a contractual obligation on the part of the Company as to amounts payable and may not be construed as creating a trust. Neither the UK Sub-Plan nor any underlying program, in and of itself, has any assets. Participant will have only the rights of a general unsecured creditor of the Company with respect to amounts credited and benefits payable, if any, with respect to the Option, and rights no greater than the right to receive the Shares as a general unsecured creditor with respect to the Option, as and when exercised pursuant to the terms hereof.

4.10 Not a Contract of Employment. Nothing in the UK Sub-Plan, the Grant Notice or this UK Option Agreement confers upon Participant any right to continue in the employ of the Company or any Subsidiary or interferes with or restricts in any way the rights of the Company and its Subsidiaries, which rights are hereby expressly reserved, to discharge or terminate the services of Participant at any time for any reason whatsoever, with or without Cause, except to the extent expressly provided otherwise in a written agreement between the Company or a Subsidiary and Participant.

4.11 Counterparts. The Grant Notice may be executed in one or more counterparts, including by way of any electronic signature, subject to Applicable Law, each of which will be deemed an original and all of which together will constitute one instrument.

4.12 Incentive Stock Options. If the Option is designated as an Incentive Stock Option:

(a) Participant acknowledges that to the extent the aggregate fair market value of shares (determined as of the time the option with respect to the shares is granted) with respect to which share options intended to qualify as "incentive stock options" under Section 422 of the Code, including the Option, are exercisable for the first time by Participant during any calendar year exceeds \$100,000 or if for any other reason such share options do not qualify or cease to qualify for treatment as "incentive stock options" under Section 422 of the Code, such share options (including the Option) will be treated as non-qualified share options. Participant further acknowledges that the rule set forth in the preceding sentence will be applied by taking the Option and other share options into account in the order in which they were granted, as determined under Section 422(d) of the Code. Participant acknowledges that amendments or modifications made to the Option pursuant to the UK Sub-Plan that would cause the Option to become a Non-Qualified Stock Option will not materially or adversely affect Participant's rights under the Option, and that any such amendment or modification shall not require Participant's consent. Participant also acknowledges that if the Option is exercised more than three (3) months after Participant's Termination of Service as an Employee, other than by reason of death or disability, the Option will be taxed as a Non-Qualified Stock Option.

(b) Participant will give prompt written notice to the Company of any disposition or other transfer of any Shares acquired under this UK Option Agreement if such disposition or other transfer is made (a) within two (2) years from the Grant Date or (b) within one (1) year after the transfer of such Shares to Participant. Such notice will specify the date of such disposition or other transfer and the amount realized, in cash, other property, assumption of indebtedness or other consideration, by Participant in such disposition or other transfer.

4.13 Data Protection. The Company and all its Subsidiaries may transfer, collect, use, process or disclose, in electronic or other form, such information to third parties, including where they are situated outside the European Economic Area in countries where the level of data protection may not be as high as in the Participant's country of residence, in the event that such disclosure is in their view required for the performance of their obligations under the Plan. The Company and all Group Companies shall ensure that such collection, use, processing and transfers are made in accordance with the EU General Data Protection Regulation and other applicable data protection laws in any other jurisdiction.

4.15 Acknowledgement. Participant acknowledges that neither this UK Option Agreement nor the UK Sub-Plan has been issued, nor has it been approved by, an authorised person within the meaning of the Financial Services and Markets Act 2000 of the United Kingdom and is being directed at the Participant because the offer to which this UK Option Agreement and the UK Sub-Plan relate has been determined as having regard to the Participant's circumstances as an employee of the Company. This UK Option Agreement is strictly confidential and is not for distribution to, and may not be acted upon by, any other person other than the person to whom it has been specifically addressed.

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**KINIKSA PHARMACEUTICALS INTERNATIONAL, PLC
2018 INCENTIVE AWARD PLAN UK SUB-PLAN**

RESTRICTED SHARE UNIT GRANT NOTICE FOR UK PARTICIPANTS

Capitalized terms not specifically defined in this Restricted Share Unit Grant Notice for UK participants (the "*Grant Notice*") have the meanings given to them in the 2018 Incentive Award Plan UK Sub-Plan (the "*UK Sub-Plan*"), which incorporates the terms from the 2018 Incentive Award Plan (as amended from time to time, the "*Plan*") of Kiniksa Pharmaceuticals International, plc (the "*Company*").

The Company has granted to the participant listed below ("*Participant*") the Restricted Share Units described in this Grant Notice (the "*RSUs*"), subject to the terms and conditions of the UK Sub-Plan and the Restricted Share Unit Agreement attached as **Exhibit A** (the "*Agreement*"), both of which are incorporated into this Grant Notice by reference.

Participant:

Grant Date:

Grant Number:

Number of RSUs:

Vesting Commencement Date:

Vesting Schedule:

By Participant's signature below, Participant agrees to be bound by the terms of this Grant Notice, the UK Sub-Plan and the Agreement. Participant has reviewed the UK Sub-Plan, this Grant Notice and the Agreement in their entirety, has had an opportunity to obtain the advice of counsel prior to executing this Grant Notice and fully understands all provisions of the UK Sub-Plan, this Grant Notice and the Agreement. Participant hereby agrees to accept as binding, conclusive and final all decisions or interpretations of the Administrator upon any questions arising under the UK Sub-Plan, this Grant Notice or the Agreement.

KINIKSA PHARMACEUTICALS INTERNATIONAL, PLC

PARTICIPANT

By: /s/ Sanj K. Patel

Name: Sanj K. Patel

Title: CEO and Chairman of the Board

RESTRICTED SHARE UNIT AGREEMENT FOR UK PARTICIPANTS

Capitalized terms not specifically defined in this Agreement have the meanings specified in the Grant Notice or, if not defined in the Grant Notice, in the UK Sub-Plan.

**ARTICLE I.
GENERAL**

1.1 Award of RSUs and Dividend Equivalents.

(a) The Company has granted the RSUs to Participant effective as of the grant date set forth in the Grant Notice (the "*Grant Date*"). Each RSU represents the right to receive one Share or, at the option of the Company, an amount of cash, in either case, as set forth in this Agreement. Participant will have no right to the distribution of any Shares or payment of any cash until the time (if ever) the RSUs have vested.

(b) The Company hereby grants to Participant, with respect to each RSU, a Dividend Equivalent for ordinary cash dividends paid to substantially all holders of outstanding Shares with a record date after the Grant Date and prior to the date the applicable RSU is settled, forfeited or otherwise expires. Each Dividend Equivalent entitles Participant to receive the equivalent value of any such ordinary cash dividends paid on a single Share. The Company will establish a separate Dividend Equivalent bookkeeping account (a "*Dividend Equivalent Account*") for each Dividend Equivalent and credit the Dividend Equivalent Account (without interest) on the applicable dividend payment date with the amount of any such cash paid.

1.2 Incorporation of Terms of UK Sub-Plan. The RSUs are subject to the terms and conditions set forth in this Agreement and the UK Sub-Plan, which is incorporated herein by reference. In the event of any inconsistency between the UK Sub-Plan and this Agreement, the terms of the UK Sub-Plan will control.

1.3 Unsecured Promise. The RSUs and Dividend Equivalents will at all times prior to settlement represent an unsecured Company obligation payable only from the Company's general assets.

**ARTICLE II.
VESTING; FORFEITURE AND SETTLEMENT**

2.1 Vesting; Forfeiture. The RSUs will vest according to the vesting schedule in the Grant Notice except that any fraction of an RSU that would otherwise be vested will be accumulated and will vest only when a whole RSU has accumulated. In the event of Participant's Termination of Service for any reason, all unvested RSUs will immediately and automatically be cancelled and forfeited, except as otherwise determined by the Administrator or provided in a binding written agreement between Participant and the Company. Dividend Equivalents (including any Dividend Equivalent Account balance) will vest or be forfeited, as applicable, upon the vesting or forfeiture of the RSU with respect to which the Dividend Equivalent (including the Dividend Equivalent Account) relates.

2.2 Settlement.

(a) RSUs and Dividend Equivalents (including any Dividend Equivalent Account balance) will be paid in Shares or cash at the Company's option as soon as administratively practicable after the vesting of the applicable RSU, but in no event more than sixty (60) days after the RSU's vesting date. Notwithstanding the foregoing, the Company may delay any payment under this Agreement that the Company reasonably determines would violate Applicable Law until the earliest date the Company reasonably determines the making of the payment will not cause such a violation (in accordance with Treasury Regulation Section 1.409A-2(b)(7)(ii)), provided the Company reasonably believes the delay will not result in the imposition of excise taxes under Section 409A.

(b) If an RSU is paid in cash, the amount of cash paid with respect to the RSU will equal the Fair Market Value of a Share on the day immediately preceding the payment date. If a Dividend Equivalent is paid in Shares, the number of Shares paid with respect to the Dividend Equivalent will equal the quotient, rounded down to the nearest whole Share, of the Dividend Equivalent Account balance divided by the Fair Market Value of a Share on the day immediately preceding the payment date.

**ARTICLE III.
TAXATION AND TAX WITHHOLDING**

3.1 Representation. Participant represents to the Company that Participant has reviewed with Participant's own tax advisors the tax consequences of this Award and the transactions contemplated by the Grant Notice and this Agreement. Participant is relying solely on such advisors and not on any statements or representations of the Company or any of its agents.

3.2 UK Tax Obligations. Participant agrees to indemnify and keep indemnified the Company, any Subsidiary, any parent and his/her employing company ("**Employer**"), if different, from and against any liability for or obligation to pay any Tax Liability (a "**Tax Liability**" being any liability for income tax, employee's National Insurance Contributions and (at the discretion of the Company) employer's National Insurance Contributions (or other similar obligations to pay tax and social security wherever in the world arising) that is attributable to (1) the grant and/or vesting of the RSUs; (2) the acquisition by Participant of the Shares on vesting of the RSUs, (3) any or all of the restrictions that apply to any of the Shares (if any) ceasing to apply to the Shares or otherwise being varied, (4) the disposal of any Shares, or (5) the payment of any Dividend Equivalents).

3.3 Tax Withholding.

(a) The Employer shall have the authority and the right to deduct or withhold, or require the Participant to remit to the Employer, an amount sufficient to satisfy any Tax Liability required by law to be withheld including, without limitation, the authority to deduct such amounts from other compensation payable to the Participant by the Employer. The Company has the right and option, but not the obligation, to treat Participant's failure to provide timely payment in accordance with the UK Sub-Plan of any Tax Liability as Participant's election to satisfy all or any portion of the Tax Liability by requesting the Company repurchase Shares otherwise issuable under the Award limited to the number of Shares which have a Fair Market Value on the date of repurchase necessary to pay the aggregate amount of Tax Liability.

(b) Participant acknowledges that Participant is ultimately liable and responsible for all taxes owed in connection with the RSUs and the Dividend Equivalents, regardless of any action the Company or any Subsidiary takes with respect to any tax withholding obligations that arise in connection with the RSUs or Dividend Equivalents. Neither the Company nor any Subsidiary makes any representation or undertaking regarding the treatment of any tax withholding in connection with the awarding, vesting or payment of the RSUs or the Dividend Equivalents or the subsequent sale of Shares. The Company and the Subsidiaries do not commit and are under no obligation to structure the RSUs or Dividend Equivalents to reduce or eliminate Participant's Tax Liability.

**ARTICLE IV.
OTHER PROVISIONS**

4.1 Adjustments. Participant acknowledges that the RSUs, the Shares subject to the RSUs and the Dividend Equivalents are subject to adjustment, modification and termination in certain events as provided in this Agreement and the UK Sub-Plan.

4.2 Notices. Any notice to be given under the terms of this Agreement to the Company must be in writing and addressed to the Company in care of the Company's Secretary at the Company's principal office or the Secretary's then-current email address or facsimile number. Any notice to be given under the terms of this Agreement to Participant must be in writing and addressed to Participant at Participant's last known mailing address, email address or facsimile number in the Company's personnel files. By a notice given pursuant to this Section, either party may designate a different address for notices to be given to that party. Any notice will be deemed duly given when actually received, when sent by email, when sent by certified mail (return receipt requested) and deposited with postage prepaid in a post office or branch post office regularly maintained by the United States Postal Service, when delivered by a nationally recognized express shipping company or upon receipt of a facsimile transmission confirmation.

4.3 Titles. Titles are provided herein for convenience only and are not to serve as a basis for interpretation or construction of this Agreement.

4.4 Conformity to Securities Laws. Participant acknowledges that the UK Sub-Plan, the Grant Notice and this Agreement are intended to conform to the extent necessary with all Applicable Laws and, to the extent Applicable Laws permit, will be deemed amended as necessary to conform to Applicable Laws.

4.5 Successors and Assigns. The Company may assign any of its rights under this Agreement to single or multiple assignees, and this Agreement will inure to the benefit of the successors and assigns of the Company. Subject to the restrictions on transfer set forth in the UK Sub-Plan, this Agreement will be binding upon and inure to the benefit of the heirs, legatees, legal representatives, successors and assigns of the parties hereto.

4.6 Limitations Applicable to Section 16 Persons. Notwithstanding any other provision of the UK Sub-Plan or this Agreement, if Participant is subject to Section 16 of the Exchange Act, the UK Sub-Plan, the Grant Notice, this Agreement, the RSUs and the Dividend Equivalents will be subject to any additional limitations set forth in any applicable exemptive rule under Section 16 of the Exchange Act (including any amendment to Rule 16b-3) that are requirements for the application of such exemptive rule. To the extent Applicable Laws permit, this Agreement will be deemed amended as necessary to conform to such applicable exemptive rule.

4.7 Entire Agreement. The UK Sub-Plan, the Grant Notice and this Agreement (including any exhibit hereto) constitute the entire agreement of the parties and supersede in their entirety all prior undertakings and agreements of the Company and Participant with respect to the subject matter hereof.

4.8 Agreement Severable. In the event that any provision of the Grant Notice or this Agreement is held illegal or invalid, the provision will be severable from, and the illegality or invalidity of the provision will not be construed to have any effect on, the remaining provisions of the Grant Notice or this Agreement.

4.9 Limitation on Participant's Rights. Participation in the UK Sub-Plan confers no rights or interests other than as herein provided. This Agreement creates only a contractual obligation on the part of the Company as to amounts payable and may not be construed as creating a trust. Neither the UK Sub-Plan nor any underlying program, in and of itself, has any assets. Participant will have only the rights of a general unsecured creditor of the Company with respect to amounts credited and benefits payable, if any, with respect to the RSUs and Dividend Equivalents, and rights no greater than the right to receive cash or the Shares as a general unsecured creditor with respect to the RSUs and Dividend Equivalents, as and when settled pursuant to the terms of this Agreement.

4.10 Not a Contract of Employment. Nothing in the UK Sub-Plan, the Grant Notice or this Agreement confers upon Participant any right to continue in the employ of the Company or any Subsidiary or interferes with or restricts in any way the rights of the Company and its Subsidiaries, which rights are hereby expressly reserved, to discharge or terminate the employment of Participant at any time for any reason whatsoever, with or without Cause, except to the extent expressly provided otherwise in a written agreement between the Company or a Subsidiary and Participant.

4.11 Counterparts. The Grant Notice may be executed in one or more counterparts, including by way of any electronic signature, subject to Applicable Law, each of which will be deemed an original and all of which together will constitute one instrument.

4.12 Data Protection. The Company and all its Subsidiaries may transfer, collect, use, process or disclose, in electronic or other form, such information to third parties, including where they are situated outside the European Economic Area in countries where the level of data protection may not be as high as in the Participant's country of residence, in the event that such disclosure is in their view required for the performance of their obligations under the Plan. The Company and all Subsidiaries shall ensure that such collection, use, processing and transfers are made in accordance with the EU General Data Protection Regulation and other applicable data protection laws in any other jurisdiction.

4.13 Acknowledgement. Participant acknowledges that neither this Agreement nor the UK Sub-Plan has been issued, nor has it been approved by, an authorised person within the meaning of the Financial Services and Markets Act 2000 of the United Kingdom and is being directed at the Participant because the offer to which this Agreement and the UK Sub-Plan relate has been determined as having regard to the Participant's circumstances as an employee of the Company. This Agreement is strictly confidential and is not for distribution to, and may not be acted upon by, any other person other than the person to whom it has been specifically addressed.

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**KINKSA PHARMACEUTICALS INTERNATIONAL, PLC
2018 INCENTIVE AWARD PLAN**

**SHARE OPTION GRANT NOTICE
FOR GERMAN PARTICIPANTS**

Capitalized terms not specifically defined in this Share Option Grant Notice (the "*Grant Notice*") have the meanings given to them in the 2018 Incentive Award Plan (as amended from time to time, the "*Plan*") of Kiniksa Pharmaceuticals International, plc (the "*Company*").

The Company has granted to the participant listed below ("*Participant*") the share option described in this Grant Notice (the "*Option*"), subject to the terms and conditions of the Plan and the Share Option Agreement attached as **Exhibit A** (the "*Agreement*"), both of which are incorporated into this Grant Notice by reference.

- Participant:**
- Grant Date:**
- Exercise Price per Share:**
- Shares Subject to the Option:**
- Final Expiration Date:**
- Vesting Commencement Date:**
- Vesting Schedule:**
- Type of Option**

By Participant's signature below, Participant agrees to be bound by the terms of this Grant Notice, the Plan and the Agreement. Participant has reviewed the Plan, this Grant Notice and the Agreement in their entirety, has had an opportunity to obtain the advice of counsel prior to executing this Grant Notice and fully understands all provisions of the Plan, this Grant Notice and the Agreement. Participant hereby agrees to accept as binding, conclusive and final all decisions or interpretations of the Administrator upon any questions arising under the Plan, this Grant Notice or the Agreement.

KINKSA PHARMACEUTICALS INTERNATIONAL, PLC

PARTICIPANT

By: _____
 Name: _____
 Title: _____

[Participant Name]

SHARE OPTION AGREEMENT

Capitalized terms not specifically defined in this Agreement have the meanings specified in the Grant Notice or, if not defined in the Grant Notice, in the Plan.

ARTICLE I.
GENERAL

1.1 Grant of Option. The Company has granted to Participant the Option effective as of the grant date set forth in the Grant Notice (the "*Grant Date*").

1.2 Incorporation of Terms of Plan. The Option is subject to the terms and conditions set forth in this Agreement and the Plan, which is incorporated herein by reference. In the event of any inconsistency between the Plan and this Agreement, the terms of the Plan will control.

ARTICLE II.
PERIOD OF EXERCISABILITY

2.1 Commencement of Exercisability. The Option will vest and become exercisable according to the vesting schedule in the Grant Notice (the "*Vesting Schedule*"), except that any fraction of a Share as to which the Option would be vested or exercisable will be accumulated and will vest and become exercisable only when a whole Share has accumulated. In addition, if a Change in Control occurs (i) any outstanding portion of the Option that is not assumed, continued converted, replaced or substituted with a substantially similar award by the Company or a successor entity or its parent or subsidiary in the Change in Control (an "*Assumption*") will be accelerated and will become vested and exercisable in full as of immediately prior to the occurrence of the Change in Control, and (ii) following an Assumption, if Participant's employment with the Surviving Entity is terminated by the Surviving Entity without Cause within 12 months following the Change in Control, any outstanding portion of the Option will be accelerated and will become vested and exercisable in full as of immediately prior to Participant's employment termination. Notwithstanding anything in the Grant Notice, the Plan or this Agreement to the contrary, unless the Administrator otherwise determines, the Option will immediately expire and be forfeited as to any portion that is not vested and exercisable as of Participant's Termination of Service for any reason.

2.2 Duration of Exercisability. The Vesting Schedule is cumulative. Any portion of the Option which vests and becomes exercisable will remain vested and exercisable until the Option expires. The Option will be forfeited immediately upon its expiration.

2.3 Expiration of Option. The Option may not be exercised to any extent by anyone after, and will expire on, the first of the following to occur:

(a) The final expiration date in the Grant Notice;

(b) Except as the Administrator may otherwise approve, the expiration of three (3) months from the date of Participant's Termination of Service, unless Participant's Termination of Service is for Cause or by reason of Participant's death or Disability;

- (c) Except as the Administrator may otherwise approve, the expiration of one (1) year from the date of Participant's Termination of Service by reason of Participant's death or Disability; and
- (d) Except as the Administrator may otherwise approve, Participant's Termination of Service for Cause.

**ARTICLE III.
EXERCISE OF OPTION**

3.1 Person Eligible to Exercise. During Participant's lifetime, only Participant may exercise the Option. After Participant's death, any exercisable portion of the Option may, prior to the time the Option expires, be exercised by Participant's Designated Beneficiary according to the procedures in the Plan.

3.2 Partial Exercise. Any exercisable portion of the Option or the entire Option, if then wholly exercisable, may be exercised, in whole or in part, according to the procedures in the Plan at any time prior to the time the Option or portion thereof expires, except that the Option may only be exercised for whole Shares.

3.3 German Tax Obligations:

(a) As a condition to the exercise of the Option, the Participant shall notify the Company and his/her employing company (the "**Employer**") at least 10 business days prior to the exercise that the Participant intends to exercise (parts of) his Options.

(b) The option cannot be exercised until the Participant has made such arrangements as the Company and/or the Employer may require for the satisfaction of any Tax Liability that may arise in connection with the exercise of the option by the Participant or otherwise under this Agreement. The Company shall not be required to issue, allot or transfer Shares until the Participant has satisfied this obligation. The Employer shall have the authority and the right to deduct or withhold, or require the Participant to remit to the Employer, an amount sufficient to satisfy any Tax Liability required by law to be withheld including, without limitation, the authority to deduct such amounts from other compensation payable to the Participant by the Employer. The Company has the right and option, but not the obligation, to treat Participant's failure to provide timely payment in accordance with the Plan of any Tax Liability arising in connection with the Option as Participant's election to satisfy all or any portion of the withholding tax by requesting the Company repurchase Shares otherwise issuable under the Option limited to the number of Shares which have a Fair Market Value on the date of repurchase necessary to pay the aggregate amount of tax liability. A "**Tax Liability**" shall be any liability for income tax, wage tax, solidarity surcharge or social security contributions arising as a result of the option, its exercise or otherwise under this Agreement.

(c) The Participant understands that he may suffer adverse tax consequences as a result of the option and the purchase or disposition of the Shares. The Participant represents that he has had the opportunity to consult with any tax consultants he deems advisable in connection with the purchase or disposition of the Shares and that he is not relying on the Company or the Employer for any tax advice. The Participant is relying solely on such advisors and not on any statements or representations of the Company, the Employer or any of their agents.

**ARTICLE IV.
OTHER PROVISIONS**

4.1 Adjustments. Participant acknowledges that the Option is subject to adjustment, modification and termination in certain events as provided in this Agreement and the Plan.

4.2 Notices. Any notice to be given under the terms of this Agreement to the Company must be in writing and addressed to the Company in care of the Company's Secretary at the Company's principal office or the Secretary's then-current email address or facsimile number. Any notice to be given under the terms of this Agreement to Participant must be in writing and addressed to Participant (or, if Participant is then deceased, to the person entitled to exercise the Option) at Participant's last known mailing address, email address or facsimile number in the Company's personnel files. By a notice given pursuant to this Section, either party may designate a different address for notices to be given to that party. Any notice will be deemed duly given when actually received, when sent by email, when sent by certified mail (return receipt requested) and deposited with postage prepaid in a post office or branch post office regularly maintained by the United States Postal Service, when delivered by a nationally recognized express shipping company or upon receipt of a facsimile transmission confirmation.

4.3 Titles. Titles are provided herein for convenience only and are not to serve as a basis for interpretation or construction of this Agreement.

4.4 Conformity to Securities Laws. Participant acknowledges that the Plan, the Grant Notice and this Agreement are intended to conform to the extent necessary with all Applicable Laws and, to the extent Applicable Laws permit, will be deemed amended as necessary to conform to Applicable Laws.

4.5 Successors and Assigns. The Company may assign any of its rights under this Agreement to single or multiple assignees, and this Agreement will inure to the benefit of the successors and assigns of the Company. Subject to the restrictions on transfer set forth in the Plan, this Agreement will be binding upon and inure to the benefit of the heirs, legatees, legal representatives, successors and assigns of the parties hereto.

4.6 Limitations Applicable to Section 16 Persons. Notwithstanding any other provision of the Plan or this Agreement, if Participant is subject to Section 16 of the Exchange Act, the Plan, the Grant Notice, this Agreement and the Option will be subject to any additional limitations set forth in any applicable exemptive rule under Section 16 of the Exchange Act (including any amendment to Rule 16b-3) that are requirements for the application of such exemptive rule. To the extent Applicable Laws permit, this Agreement will be deemed amended as necessary to conform to such applicable exemptive rule.

4.7 Entire Agreement. The Plan, the Grant Notice and this Agreement (including any exhibit hereto) constitute the entire agreement of the parties and supersede in their entirety all prior undertakings and agreements of the Company and Participant with respect to the subject matter hereof.

4.8 Agreement Severable. In the event that any provision of the Grant Notice or this Agreement is held illegal or invalid, the provision will be severable from, and the illegality or invalidity of the provision will not be construed to have any effect on, the remaining provisions of the Grant Notice or this Agreement.

4.9 Limitation on Participant's Rights. Participation in the Plan confers no rights or interests other than as herein provided. This Agreement creates only a contractual obligation on the part of the Company as to amounts payable and may not be construed as creating a trust. Neither the Plan nor any underlying program, in and of itself, has any assets. Participant will have only the rights of a general unsecured creditor of the Company with respect to amounts credited and benefits payable, if any, with respect to the Option, and rights no greater than the right to receive the Shares as a general unsecured creditor with respect to the Option, as and when exercised pursuant to the terms hereof.

4.10 Not a Contract of Employment. Nothing in the Plan, the Grant Notice or this Agreement confers upon Participant any right to continue in the employ or service of the Company or any Subsidiary or interferes with or restricts in any way the rights of the Company and its Subsidiaries, which rights are hereby expressly reserved, to discharge or terminate the services of Participant at any time for any reason whatsoever, with or without Cause, except to the extent expressly provided otherwise in a written agreement between the Company or a Subsidiary and Participant. The Participant is aware of and consents to the fact that neither the Plan, the Grant Notice nor this Agreement are part of the Participant's employment contract with his or her employer. In particular, neither the grant of the Option nor any other financial benefits conferred upon the Participant in connection with this Agreement are part of the Participant's entitlement to remuneration or benefits in terms of their employment with his or her employer.

4.11 Counterparts. The Grant Notice may be executed in one or more counterparts, including by way of any electronic signature, subject to Applicable Law, each of which will be deemed an original and all of which together will constitute one instrument.

4.12 Incentive Stock Options. If the Option is designated as an Incentive Stock Option:

(a) Participant acknowledges that to the extent the aggregate fair market value of shares (determined as of the time the option with respect to the shares is granted) with respect to which share options intended to qualify as "incentive stock options" under Section 422 of the Code, including the Option, are exercisable for the first time by Participant during any calendar year exceeds \$100,000 or if for any other reason such share options do not qualify or cease to qualify for treatment as "incentive stock options" under Section 422 of the Code, such share options (including the Option) will be treated as non-qualified share options. Participant further acknowledges that the rule set forth in the preceding sentence will be applied by taking the Option and other share options into account in the order in which they were granted, as determined under Section 422(d) of the Code. Participant acknowledges that amendments or modifications made to the Option pursuant to the Plan that would cause the Option to become a Non-Qualified Stock Option will not materially or adversely affect Participant's rights under the Option, and that any such amendment or modification shall not require Participant's consent. Participant also acknowledges that if the Option is exercised more than three (3) months after Participant's Termination of Service as an Employee, other than by reason of death or disability, the Option will be taxed as a Non-Qualified Stock Option.

(b) Participant will give prompt written notice to the Company of any disposition or other transfer of any Shares acquired under this Agreement if such disposition or other transfer is made (a) within two (2) years from the Grant Date or (b) within one (1) year after the transfer of such Shares to Participant. Such notice will specify the date of such disposition or other transfer and the amount realized, in cash, other property, assumption of indebtedness or other consideration, by Participant in such disposition or other transfer.

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KINIKSA PHARMACEUTICALS INTERNATIONAL, PLC
2018 INCENTIVE AWARD PLAN

**RESTRICTED SHARE GRANT NOTICE
FOR GERMAN PARTICIPANTS**

Capitalized terms not specifically defined in this Restricted Share Grant Notice (the "*Grant Notice*") have the meanings given to them in the 2018 Incentive Award Plan (as amended from time to time, the "*Plan*") of Kiniksa Pharmaceuticals International, plc (the "*Company*").

The Company has granted to the participant listed below ("*Participant*") the Restricted Shares described in this Grant Notice (the "*Restricted Shares*"), subject to the terms and conditions of the Plan and the Restricted Share Agreement attached as **Exhibit A** (the "*Agreement*"), both of which are incorporated into this Grant Notice by reference.

Participant:

Grant Date:

Grant Number:

Number of Restricted Shares:

Vesting Commencement Date:

Vesting Schedule

By Participant's signature below, Participant agrees to be bound by the terms of this Grant Notice, the Plan and the Agreement. Participant has reviewed the Plan, this Grant Notice and the Agreement in their entirety, has had an opportunity to obtain the advice of counsel prior to executing this Grant Notice and fully understands all provisions of the Plan, this Grant Notice and the Agreement. Participant hereby agrees to accept as binding, conclusive and final all decisions or interpretations of the Administrator upon any questions arising under the Plan, this Grant Notice or the Agreement.

KINIKSA PHARMACEUTICALS INTERNATIONAL, PLC

PARTICIPANT

By: _____
Name: _____
Title: _____

[Participant Name]

RESTRICTED SHARE AGREEMENT

Capitalized terms not specifically defined in this Agreement have the meanings specified in the Grant Notice or, if not defined in the Grant Notice, in the Plan.

**ARTICLE I.
GENERAL**

1.1 Issuance of Restricted Shares. The Company will issue the Restricted Shares to the Participant effective as of the grant date set forth in the Grant Notice and will cause (a) a share certificate or certificates representing the Restricted Shares to be registered in Participant's name or (b) the Restricted Shares to be held in book-entry form. If a share certificate is issued, the certificate will be delivered to, and held in accordance with this Agreement by, the Company or its authorized representatives and will bear the restrictive legends required by this Agreement. If the Restricted Shares are held in book-entry form, then the book-entry will indicate that the Restricted Shares are subject to the restrictions of this Agreement.

1.2 Incorporation of Terms of Plan. The Restricted Shares are subject to the terms and conditions set forth in this Agreement and the Plan, which is incorporated herein by reference. In the event of any inconsistency between the Plan and this Agreement, the terms of the Plan will control.

**ARTICLE II.
VESTING, FORFEITURE AND ESCROW**

2.1 Vesting. The Restricted Shares will become vested Shares (the "*Vested Shares*") according to the vesting schedule in the Grant Notice except that any fraction of a Share that would otherwise become a Vested Share will be accumulated and will become a Vested Share only when a whole Vested Share has accumulated.

2.2 Forfeiture. In the event of Participant's Termination of Service for any reason, Participant will immediately and automatically forfeit to the Company any Shares that are not Vested Shares (the "*Unvested Shares*") at the time of Participant's Termination of Service, except as otherwise determined by the Administrator or provided in a binding written agreement between Participant and the Company. Upon forfeiture of Unvested Shares, the forfeited shares will be cancelled and Participant will have no further rights with respect to the Unvested Shares.

2.3 Escrow.

(a) Unvested Shares in certificated form will be held by the Company or its authorized representatives until (i) they are forfeited, (ii) they become Vested Shares or (iii) this Agreement is no longer in effect. By accepting this Award, Participant appoints the Company and its authorized representatives as Participant's attorney(s)-in-fact to take all actions necessary to effect cancellation of forfeited Unvested Shares (and Retained Distributions (as defined below), if any, paid on such forfeited Unvested Shares) to the Company as may be required pursuant to the Plan or this Agreement and to execute such representations or other documents or assurances as the Company or such representatives deem necessary or advisable in connection with any such transfer. The Company, or its authorized representative, will not be liable for any good faith act or omission with respect to the holding in escrow or transfer of the Restricted Shares.

(b) All cash dividends and other distributions made or declared with respect to Unvested Shares ("**Retained Distributions**") will be held by the Company until the time (if ever) when the Unvested Shares to which such Retained Distributions relate become Vested Shares. The Company will establish a separate Retained Distribution bookkeeping account ("**Retained Distribution Account**") for each Unvested Share with respect to which Retained Distributions have been made or declared in cash and credit the Retained Distribution Account (without interest) on the date of payment with the amount of such cash made or declared with respect to the Unvested Share. Retained Distributions (including any Retained Distribution Account balance) will immediately and automatically be forfeited to the Company upon forfeiture of the Unvested Share with respect to which the Retained Distributions were paid or declared.

(c) As soon as reasonably practicable following the date on which an Unvested Share becomes a Vested Share, the Company will (i) cause the certificate (or a new certificate without the legend required by this Agreement, if Participant so requests) representing the Share to be delivered to Participant or, if the Share is held in book-entry form, cause the notations indicating the Share is subject to the restrictions of this Agreement to be removed and (ii) pay to Participant the Retained Distributions relating to the Share.

2.4 **Rights as Shareholder.** Except as otherwise provided in this Agreement or the Plan, upon issuance of the Restricted Shares by the Company, Participant will have all the rights of a shareholder with respect to the Restricted Shares, including the right to vote the Restricted Shares and to receive dividends or other distributions paid or made with respect to the Restricted Shares.

ARTICLE III. TAXATION AND TAX WITHHOLDING

3.1 **Representation.** Participant represents to the Company that Participant has reviewed with Participant's own tax advisors the tax consequences of the Restricted Shares and the transactions contemplated by the Grant Notice and this Agreement. Participant is relying solely on such advisors and not on any statements or representations of the Company or any of its agents.

3.2 **German Tax Obligations.**

(a) The Participant shall be obliged to notify his or her employing entity (the "**Employer**") of the awarding, vesting and payment of the Restricted Shares. The Employer shall have the authority and the right to deduct or withhold, or require the Participant to remit to the Employer, an amount sufficient to satisfy any Tax Liability required by law to be withheld including, without limitation, the authority to deduct such amounts from other compensation payable to the Participant by the Employer. The Company and the Employer have the right and option, but not the obligation, to treat Participant's failure to provide timely payment in accordance with the Plan of any Tax Liability arising in connection with the Restricted Shares as Participant's election to satisfy all or any portion of the withholding tax by requesting the Company repurchase Shares otherwise deliverable under the Award limited to the number of Shares which have a Fair Market Value on the date of repurchase necessary to pay the aggregate amount of tax liability. A "**Tax Liability**" shall be any liability for income tax, wage tax, solidarity surcharge or social security contributions arising as a result of the option, its exercise or otherwise under this Agreement.

(b) The Participant understands that he may suffer adverse tax consequences as a result of the Restricted Shares. Neither the Company nor any Subsidiary makes any representation or undertaking regarding the treatment of any tax withholding in connection with the awarding, vesting or payment of the Restricted Shares or the subsequent sale of the Restricted Shares. The Company and the Subsidiaries do not commit and are under no obligation to structure this Award to reduce or eliminate Participant's tax liability. The Participant represents that he has had the opportunity to consult with any tax consultants he deems advisable in connection with the Restricted Shares and that he is not relying on the Company or the Employer for any tax advice. The Participant is relying solely on such advisors and not on any statements or representations of the Company, the Employer or any of their agents.

**ARTICLE IV.
RESTRICTIVE LEGENDS AND TRANSFERABILITY**

4.1 Legends. Any certificate representing a Restricted Share will bear the following legend until the Restricted Share becomes a Vested Share:

THE SHARES REPRESENTED BY THIS CERTIFICATE ARE SUBJECT TO FORFEITURE IN FAVOR OF THE COMPANY AND MAY BE TRANSFERRED ONLY IN ACCORDANCE WITH THE TERMS OF A RESTRICTED SHARE AGREEMENT BETWEEN THE COMPANY AND THE SHAREHOLDER, A COPY OF WHICH IS ON FILE WITH THE SECRETARY OF THE COMPANY.

4.2 Transferability. The Restricted Shares and any Retained Distributions are subject to the restrictions on transfer in the Plan and may not be sold, assigned or transferred in any manner unless and until they become Vested Shares. Any attempted transfer or disposition of Unvested Shares or related Retained Distributions prior to the time the Unvested Shares become Vested Shares will be null and void. The Company will not be required to (a) transfer on its books any Restricted Share that has been sold or otherwise transferred in violation of this Agreement or (b) treat as owner of such Restricted Share or accord the right to vote or pay dividends to any purchaser or other transferee to whom such Restricted Share has been so transferred. The Company may issue appropriate "stop transfer" instructions to its transfer agent, if any, or make appropriate notations to the same effect in its records.

**ARTICLE V.
OTHER PROVISIONS**

5.1 Adjustments. Participant acknowledges that the Restricted Shares are subject to adjustment, modification and termination in certain events as provided in this Agreement and the Plan.

5.2 Notices. Any notice to be given under the terms of this Agreement to the Company must be in writing and addressed to the Company in care of the Company's Secretary at the Company's principal office or the Secretary's then-current email address or facsimile number. Any notice to be given under the terms of this Agreement to Participant must be in writing and addressed to Participant at Participant's last known mailing address, email address or facsimile number in the Company's personnel files. By a notice given pursuant to this Section, either party may designate a different address for notices to be given to that party. Any notice will be deemed duly given when actually received, when sent by email, when sent by certified mail (return receipt requested) and deposited with postage prepaid in a post office or branch post office regularly maintained by the United States Postal Service, when delivered by a nationally recognized express shipping company or upon receipt of a facsimile transmission confirmation.

5.3 Titles. Titles are provided herein for convenience only and are not to serve as a basis for interpretation or construction of this Agreement.

5.4 Conformity to Securities Laws. Participant acknowledges that the Plan, the Grant Notice and this Agreement are intended to conform to the extent necessary with all Applicable Laws and, to the extent Applicable Laws permit, will be deemed amended as necessary to conform to Applicable Laws.

5.5 Successors and Assigns. The Company may assign any of its rights under this Agreement to single or multiple assignees, and this Agreement will inure to the benefit of the successors and assigns of the Company. Subject to the restrictions on transfer set forth in this Agreement or the Plan, this Agreement will be binding upon and inure to the benefit of the heirs, legatees, legal representatives, successors and assigns of the parties hereto.

5.6 Limitations Applicable to Section 16 Persons. Notwithstanding any other provision of the Plan or this Agreement, if Participant is subject to Section 16 of the Exchange Act, the Plan, the Grant Notice, this Agreement and the Restricted Shares will be subject to any additional limitations set forth in any applicable exemptive rule under Section 16 of the Exchange Act (including any amendment to Rule 16b-3) that are requirements for the application of such exemptive rule. To the extent Applicable Laws permit, this Agreement will be deemed amended as necessary to conform to such applicable exemptive rule.

5.7 Entire Agreement. The Plan, the Grant Notice and this Agreement (including any exhibit hereto) constitute the entire agreement of the parties and supersede in their entirety all prior undertakings and agreements of the Company and Participant with respect to the subject matter hereof.

5.8 Agreement Severable. In the event that any provision of the Grant Notice or this Agreement is held illegal or invalid, the provision will be severable from, and the illegality or invalidity of the provision will not be construed to have any effect on, the remaining provisions of the Grant Notice or this Agreement.

5.9 Limitation on Participant's Rights. Participation in the Plan confers no rights or interests other than as herein provided. This Agreement creates only a contractual obligation on the part of the Company as to amounts payable and may not be construed as creating a trust. Neither the Plan nor any underlying program, in and of itself, has any assets. Participant will have only the rights of a general unsecured creditor of the Company with respect to amounts credited and benefits payable, if any, with respect to the Award.

5.10 Not a Contract of Employment. Nothing in the Plan, the Grant Notice or this Agreement confers upon Participant any right to continue in the employ or service of the Company or any Subsidiary or interferes with or restricts in any way the rights of the Company and its Subsidiaries, which rights are hereby expressly reserved, to discharge or terminate the services of Participant at any time for any reason whatsoever, with or without cause, except to the extent expressly provided otherwise in a written agreement between the Company or a Subsidiary and Participant. The Participant is aware of and consents to the fact that neither the Plan, the Grant Notice nor this Agreement are part of the Participant's employment contract with his or her employer. In particular, neither the grant of the Restricted Shares nor any other financial benefits conferred upon the Participant in connection with this Agreement are part of the Participant's entitlement to remuneration or benefits in terms of their employment with his or her employer.

5.11 Counterparts. The Grant Notice may be executed in one or more counterparts, including by way of any electronic signature, subject to Applicable Law, each of which will be deemed an original and all of which together will constitute one instrument.

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KINIKSA PHARMACEUTICALS INTERNATIONAL, PLC
2018 INCENTIVE AWARD PLAN

SHARE OPTION GRANT NOTICE
FOR SWISS PARTICIPANTS

Capitalized terms not specifically defined in this Share Option Grant Notice (the "*Grant Notice*") have the meanings given to them in the 2018 Incentive Award Plan (as amended from time to time, the "*Plan*") of Kiniksa Pharmaceuticals International, plc (the "*Company*").

The Company has granted to the participant listed below ("*Participant*") the share option described in this Grant Notice (the "*Option*"), subject to the terms and conditions of the Plan and the Share Option Agreement attached as **Exhibit A** (the "*Agreement*"), both of which are incorporated into this Grant Notice by reference.

Participant:

Grant Date:

Grant Number:

Exercise Price per Share:

Shares Subject to the Option:

Final Expiration Date:

Vesting Commencement Date:

Vesting Schedule:

Type of Option:

By Participant's signature below, Participant agrees to be bound by the terms of this Grant Notice, the Plan and the Agreement. Participant has reviewed the Plan, this Grant Notice and the Agreement in their entirety, has had an opportunity to obtain the advice of counsel prior to executing this Grant Notice and fully understands all provisions of the Plan, this Grant Notice and the Agreement. Participant hereby agrees to accept as binding, conclusive and final all decisions or interpretations of the Administrator upon any questions arising under the Plan, this Grant Notice or the Agreement. By accepting this Option, the Participant acknowledges and agrees that this Option is a voluntary gratification in the sense of art. 322d Swiss Code of Obligations ("CO") and under no circumstances shall constitute a salary component.

KINIKSA PHARMACEUTICALS INTERNATIONAL, PLC

PARTICIPANT

By: /s/ Sanj K. Patel
Name: Sanj K. Patel
Title: CEO and Chairman of the Board

SHARE OPTION AGREEMENT

Capitalized terms not specifically defined in this Agreement have the meanings specified in the Grant Notice or, if not defined in the Grant Notice, in the Plan.

ARTICLE I. GENERAL

1.1 Grant of Option. The Company has granted to Participant the Option effective as of the grant date set forth in the Grant Notice (the "**Grant Date**").

1.2 Incorporation of Terms of Plan. The Option is subject to the terms and conditions set forth in this Agreement and the Plan, which is incorporated herein by reference. In the event of any inconsistency between the Plan and this Agreement, the terms of the Plan will control.

ARTICLE II. PERIOD OF EXERCISABILITY

2.1 Commencement of Exercisability. The Option will vest and become exercisable according to the vesting schedule in the Grant Notice (the "**Vesting Schedule**"), except that any fraction of a Share as to which the Option would be vested or exercisable will be accumulated and will vest and become exercisable only when a whole Share has accumulated. In addition, if a Change in Control occurs (i) any outstanding portion of the Option that is not assumed, continued converted, replaced or substituted with a substantially similar award by the Company or a successor entity or its parent or subsidiary in the Change in Control (an "**Assumption**") will be accelerated and will become vested and exercisable in full as of immediately prior to the occurrence of the Change in Control, and (ii) following an Assumption, if Participant's employment with the Surviving Entity is terminated by the Surviving Entity without Cause within 12 months following the Change in Control, any outstanding portion of the Option will be accelerated and will become vested and exercisable in full as of immediately prior to Participant's employment termination. Notwithstanding anything in the Grant Notice, the Plan or this Agreement to the contrary, unless the Administrator otherwise determines, the Option will immediately expire and be forfeited as to any portion that is not vested and exercisable as of Participant's Termination of Service for any reason.

2.2 Duration of Exercisability. The Vesting Schedule is cumulative. Any portion of the Option which vests and becomes exercisable will remain vested and exercisable until the Option expires. The Option will be forfeited immediately upon its expiration.

2.3 Expiration of Option. The Option may not be exercised to any extent by anyone after, and will expire on, the first of the following to occur:

(a) The final expiration date in the Grant Notice;

(b) Except as the Administrator may otherwise approve, the expiration of three (3) months from the date of Participant's Termination of Service, unless Participant's Termination of Service is for Cause or by reason of Participant's death or Disability; Participant agrees that the term Cause includes any other important reason in the sense of art. 337 CO which allows the company employing the Participant to terminate the employment relationship with immediate effect.

(c) Except as the Administrator may otherwise approve, the expiration of one (1) year from the date of Participant's Termination of Service by reason of Participant's death or Disability; and

(d) Except as the Administrator may otherwise approve, Participant's Termination of Service for Cause.

**ARTICLE III.
EXERCISE OF OPTION**

3.1 Person Eligible to Exercise. During Participant's lifetime, only Participant may exercise the Option. After Participant's death, any exercisable portion of the Option may, prior to the time the Option expires, be exercised by Participant's Designated Beneficiary according to the procedures in the Plan.

3.2 Partial Exercise. Any exercisable portion of the Option or the entire Option, if then wholly exercisable, may be exercised, in whole or in part, according to the procedures in the Plan at any time prior to the time the Option or portion thereof expires, except that the Option may only be exercised for whole Shares.

3.3 Withholding.

(a) The Company has the right and option, but not the obligation, to treat Participant's failure to provide timely payment in accordance with the Plan of any withholding tax, any applicable employment tax, social security or pension contributions arising in connection with the Option as Participant's election to satisfy all or any portion of the withholding tax, any applicable employment tax or social security or pension contributions by requesting the Company repurchase Shares otherwise issuable under the Option limited to the number of Shares which have a Fair Market Value on the date of repurchase necessary to pay the aggregate amount of tax liability.

(b) Participant acknowledges that Participant is ultimately liable and responsible for all taxes, social security or pension contributions owed in connection with the Option, regardless of any action the Company or any Subsidiary takes with respect to any tax withholding, any applicable employment tax or social security or pension obligations that arise in connection with the Option. Neither the Company nor any Subsidiary makes any representation or undertaking regarding the treatment of any tax withholding in connection with the awarding, vesting or exercise of the Option or the subsequent sale of Shares. The Company and the Subsidiaries do not commit and are under no obligation to structure the Option to reduce or eliminate Participant's tax liability.

**ARTICLE IV.
OTHER PROVISIONS**

4.1 Adjustments. Participant acknowledges that the Option is subject to adjustment, modification and termination in certain events as provided in this Agreement and the Plan.

4.2 Notices. Any notice to be given under the terms of this Agreement to the Company must be in writing and addressed to the Company in care of the Company's Secretary at the Company's principal office or the Secretary's then-current email address or facsimile number. Any notice to be given under the terms of this Agreement to Participant must be in writing and addressed to Participant (or, if Participant is then deceased, to the person entitled to exercise the Option) at Participant's last known mailing address, email address or facsimile number in the Company's personnel files. By a notice given pursuant to this Section, either party may designate a different address for notices to be given to that party. Any notice will be deemed duly given when actually received, when sent by email, when sent by certified mail (return receipt requested) and deposited with postage prepaid in a post office or branch post office regularly maintained by the United States Postal Service, when delivered by a nationally recognized express shipping company or upon receipt of a facsimile transmission confirmation.

4.3 Titles. Titles are provided herein for convenience only and are not to serve as a basis for interpretation or construction of this Agreement.

4.4 Conformity to Securities Laws. Participant acknowledges that the Plan, the Grant Notice and this Agreement are intended to conform to the extent necessary with all Applicable Laws and, to the extent Applicable Laws permit, will be deemed amended as necessary to conform to Applicable Laws.

4.5 Successors and Assigns. The Company may assign any of its rights under this Agreement to single or multiple assignees, and this Agreement will inure to the benefit of the successors and assigns of the Company. Subject to the restrictions on transfer set forth in the Plan, this Agreement will be binding upon and inure to the benefit of the heirs, legatees, legal representatives, successors and assigns of the parties hereto.

4.6 Limitations Applicable to Section 16 Persons. Notwithstanding any other provision of the Plan or this Agreement, if Participant is subject to Section 16 of the Exchange Act, the Plan, the Grant Notice, this Agreement and the Option will be subject to any additional limitations set forth in any applicable exemptive rule under Section 16 of the Exchange Act (including any amendment to Rule 16b-3) that are requirements for the application of such exemptive rule. To the extent Applicable Laws permit, this Agreement will be deemed amended as necessary to conform to such applicable exemptive rule.

4.7 Entire Agreement. The Plan, the Grant Notice and this Agreement (including any exhibit hereto) constitute the entire agreement of the parties and supersede in their entirety all prior undertakings and agreements of the Company and Participant with respect to the subject matter hereof.

4.8 Agreement Severable. In the event that any provision of the Grant Notice or this Agreement is held illegal or invalid, the provision will be severable from, and the illegality or invalidity of the provision will not be construed to have any effect on, the remaining provisions of the Grant Notice or this Agreement.

4.9 Limitation on Participant's Rights. Participation in the Plan confers no rights or interests other than as herein provided. This Agreement creates only a contractual obligation on the part of the Company as to amounts payable and may not be construed as creating a trust. Neither the Plan nor any underlying program, in and of itself, has any assets. Participant will have only the rights of a general unsecured creditor of the Company with respect to amounts credited and benefits payable, if any, with respect to the Option, and rights no greater than the right to receive the Shares as a general unsecured creditor with respect to the Option, as and when exercised pursuant to the terms hereof.

4.10 Not a Contract of Employment. Nothing in the Plan, the Grant Notice or this Agreement confers upon Participant any right to continue in the employ or service of the Company or any Subsidiary or interferes with or restricts in any way the rights of the Company and its Subsidiaries, which rights are hereby expressly reserved, to discharge or terminate the services of Participant at any time for any reason whatsoever, with or without Cause, except to the extent expressly provided otherwise in a written agreement between the Company or a Subsidiary and Participant.

4.11 Counterparts. The Grant Notice may be executed in one or more counterparts, including by way of any electronic signature, subject to Applicable Law, each of which will be deemed an original and all of which together will constitute one instrument.

4.12 Incentive Stock Options. If the Option is designated as an Incentive Stock Option:

(a) Participant acknowledges that to the extent the aggregate fair market value of shares (determined as of the time the option with respect to the shares is granted) with respect to which share options intended to qualify as "incentive stock options" under Section 422 of the Code, including the Option, are exercisable for the first time by Participant during any calendar year exceeds \$100,000 or if for any other reason such share options do not qualify or cease to qualify for treatment as "incentive stock options" under Section 422 of the Code, such share options (including the Option) will be treated as non-qualified share options. Participant further acknowledges that the rule set forth in the preceding sentence will be applied by taking the Option and other share options into account in the order in which they were granted, as determined under Section 422(d) of the Code. Participant acknowledges that amendments or modifications made to the Option pursuant to the Plan that would cause the Option to become a Non-Qualified Stock Option will not materially or adversely affect Participant's rights under the Option, and that any such amendment or modification shall not require Participant's consent. Participant also acknowledges that if the Option is exercised more than three (3) months after Participant's Termination of Service as an Employee, other than by reason of death or disability, the Option will be taxed as a Non-Qualified Stock Option.

(b) Participant will give prompt written notice to the Company of any disposition or other transfer of any Shares acquired under this Agreement if such disposition or other transfer is made (a) within two (2) years from the Grant Date or (b) within one (1) year after the transfer of such Shares to Participant. Such notice will specify the date of such disposition or other transfer and the amount realized, in cash, other property, assumption of indebtedness or other consideration, by Participant in such disposition or other transfer.

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**KINIKSA PHARMACEUTICALS
INTERNATIONAL, PLC
2018 INCENTIVE AWARD PLAN**

**RESTRICTED SHARE UNIT GRANT NOTICE
FOR SWISS PARTICIPANTS**

Capitalized terms not specifically defined in this Restricted Share Unit Grant Notice (the "*Grant Notice*") have the meanings given to them in the 2018 Incentive Award Plan (as amended from time to time, the "*Plan*") of Kiniksa Pharmaceuticals International, plc (the "*Company*").

The Company has granted to the participant listed below ("*Participant*") the Restricted Share Units described in this Grant Notice (the "*RSUs*"), subject to the terms and conditions of the Plan and the Restricted Share Unit Agreement attached as **Exhibit A** (the "*Agreement*"), both of which are incorporated into this Grant Notice by reference.

Participant:

Grant Date:

Grant Number:

Number of RSUs:

Vesting Commencement Date:

Vesting Schedule:

By Participant's signature below, Participant agrees to be bound by the terms of this Grant Notice, the Plan and the Agreement. Participant has reviewed the Plan, this Grant Notice and the Agreement in their entirety, has had an opportunity to obtain the advice of counsel prior to executing this Grant Notice and fully understands all provisions of the Plan, this Grant Notice and the Agreement. Participant hereby agrees to accept as binding, conclusive and final all decisions or interpretations of the Administrator upon any questions arising under the Plan, this Grant Notice or the Agreement. By accepting these RSUs, the Participant acknowledges and agrees that these RSUs are a voluntary gratification in the sense of art. 322d Swiss Code of Obligations ("CO") and under no circumstances shall constitute a salary component.

KINIKSA PHARMACEUTICALS INTERNATIONAL, PLC

PARTICIPANT

By: /s/ Sanj K. Patel

Name: Sanj K. Patel

Title: CEO and Chairman of the Board

RESTRICTED SHARE UNIT AGREEMENT

Capitalized terms not specifically defined in this Agreement have the meanings specified in the Grant Notice or, if not defined in the Grant Notice, in the Plan.

**ARTICLE I.
GENERAL**

1.1 Award of RSUs and Dividend Equivalents.

(a) The Company has granted the RSUs to Participant effective as of the grant date set forth in the Grant Notice (the "**Grant Date**"). Each RSU represents the right to receive one Share or, at the option of the Company, an amount of cash, in either case, as set forth in this Agreement. Participant will have no right to the distribution of any Shares or payment of any cash until the time (if ever) the RSUs have vested.

(b) The Company hereby grants to Participant, with respect to each RSU, a Dividend Equivalent for ordinary cash dividends paid to substantially all holders of outstanding Shares with a record date after the Grant Date and prior to the date the applicable RSU is settled, forfeited or otherwise expires. Each Dividend Equivalent entitles Participant to receive the equivalent value of any such ordinary cash dividends paid on a single Share. The Company will establish a separate Dividend Equivalent bookkeeping account (a "**Dividend Equivalent Account**") for each Dividend Equivalent and credit the Dividend Equivalent Account (without interest) on the applicable dividend payment date with the amount of any such cash paid.

1.2 Incorporation of Terms of Plan. The RSUs are subject to the terms and conditions set forth in this Agreement and the Plan, which is incorporated herein by reference. In the event of any inconsistency between the Plan and this Agreement, the terms of the Plan will control.

1.3 Unsecured Promise. The RSUs and Dividend Equivalents will at all times prior to settlement represent an unsecured Company obligation payable only from the Company's general assets.

**ARTICLE II.
VESTING; FORFEITURE AND SETTLEMENT**

2.1 Vesting; Forfeiture. The RSUs will vest according to the vesting schedule in the Grant Notice except that any fraction of an RSU that would otherwise be vested will be accumulated and will vest only when a whole RSU has accumulated. In the event of Participant's Termination of Service for any reason, all unvested RSUs will immediately and automatically be cancelled and forfeited, except as otherwise determined by the Administrator or provided in a binding written agreement between Participant and the Company. Dividend Equivalents (including any Dividend Equivalent Account balance) will vest or be forfeited, as applicable, upon the vesting or forfeiture of the RSU with respect to which the Dividend Equivalent (including the Dividend Equivalent Account) relates.

2.2 Settlement.

(a) RSUs and Dividend Equivalents (including any Dividend Equivalent Account balance) will be paid in Shares or cash at the Company's option as soon as administratively practicable after the vesting of the applicable RSU, but in no event more than sixty (60) days after the RSU's vesting date. Notwithstanding the foregoing, the Company may delay any payment under this Agreement that the Company reasonably determines would violate Applicable Law until the earliest date the Company

reasonably determines the making of the payment will not cause such a violation (in accordance with Treasury Regulation Section 1.409A-2(b)(7)(ii)), provided the Company reasonably believes the delay will not result in the imposition of excise taxes under Section 409A.

(b) If an RSU is paid in cash, the amount of cash paid with respect to the RSU will equal the Fair Market Value of a Share on the day immediately preceding the payment date. If a Dividend Equivalent is paid in Shares, the number of Shares paid with respect to the Dividend Equivalent will equal the quotient, rounded down to the nearest whole Share, of the Dividend Equivalent Account balance divided by the Fair Market Value of a Share on the day immediately preceding the payment date.

**ARTICLE III.
TAXATION AND TAX WITHHOLDING**

3.1 Representation. Participant represents to the Company that Participant has reviewed with Participant's own tax advisors the tax consequences of this Award and the transactions contemplated by the Grant Notice and this Agreement. Participant is relying solely on such advisors and not on any statements or representations of the Company or any of its agents.

3.2 Withholding.

(a) The Company has the right and option, but not the obligation, to treat Participant's failure to provide timely payment in accordance with the Plan of any withholding tax, any applicable employment tax, social security or pension contributions arising in connection with the RSUs or Dividend Equivalents as Participant's election to satisfy all or any portion of the withholding tax, any applicable employment tax, social security or pension contributions by requesting the Company repurchase Shares otherwise issuable under the Award limited to the number of Shares which have a Fair Market Value on the date of repurchase necessary to pay the aggregate amount of tax liability.

(b) Participant acknowledges that Participant is ultimately liable and responsible for all taxes or social security or pension contributions owed in connection with the RSUs and the Dividend Equivalents, regardless of any action the Company or any Subsidiary takes with respect to any tax withholding, social security or pension obligations that arise in connection with the RSUs or Dividend Equivalents. Neither the Company nor any Subsidiary makes any representation or undertaking regarding the treatment of any tax withholding in connection with the awarding, vesting or payment of the RSUs or the Dividend Equivalents or the subsequent sale of Shares. The Company and the Subsidiaries do not commit and are under no obligation to structure the RSUs or Dividend Equivalents to reduce or eliminate Participant's tax liability.

**ARTICLE IV.
OTHER PROVISIONS**

4.1 Adjustments. Participant acknowledges that the RSUs, the Shares subject to the RSUs and the Dividend Equivalents are subject to adjustment, modification and termination in certain events as provided in this Agreement and the Plan.

4.2 Notices. Any notice to be given under the terms of this Agreement to the Company must be in writing and addressed to the Company in care of the Company's Secretary at the Company's principal office or the Secretary's then-current email address or facsimile number. Any notice to be given under the terms of this Agreement to Participant must be in writing and addressed to Participant at Participant's last known mailing address, email address or facsimile number in the Company's personnel files. By a notice given pursuant to this Section, either party may designate a different address for notices to be given to that party. Any notice will be deemed duly given when actually received, when sent by email, when sent by certified mail (return receipt requested) and deposited with postage prepaid in a post office or branch post office regularly maintained by the United States Postal Service, when delivered by a nationally recognized express shipping company or upon receipt of a facsimile transmission confirmation.

4.3 Titles. Titles are provided herein for convenience only and are not to serve as a basis for interpretation or construction of this Agreement.

4.4 Conformity to Securities Laws. Participant acknowledges that the Plan, the Grant Notice and this Agreement are intended to conform to the extent necessary with all Applicable Laws and, to the extent Applicable Laws permit, will be deemed amended as necessary to conform to Applicable Laws.

4.5 Successors and Assigns. The Company may assign any of its rights under this Agreement to single or multiple assignees, and this Agreement will inure to the benefit of the successors and assigns of the Company. Subject to the restrictions on transfer set forth in the Plan, this Agreement will be binding upon and inure to the benefit of the heirs, legatees, legal representatives, successors and assigns of the parties hereto.

4.6 Limitations Applicable to Section 16 Persons. Notwithstanding any other provision of the Plan or this Agreement, if Participant is subject to Section 16 of the Exchange Act, the Plan, the Grant Notice, this Agreement, the RSUs and the Dividend Equivalents will be subject to any additional limitations set forth in any applicable exemptive rule under Section 16 of the Exchange Act (including any amendment to Rule 16b-3) that are requirements for the application of such exemptive rule. To the extent Applicable Laws permit, this Agreement will be deemed amended as necessary to conform to such applicable exemptive rule.

4.7 Entire Agreement. The Plan, the Grant Notice and this Agreement (including any exhibit hereto) constitute the entire agreement of the parties and supersede in their entirety all prior undertakings and agreements of the Company and Participant with respect to the subject matter hereof.

4.8 Agreement Severable. In the event that any provision of the Grant Notice or this Agreement is held illegal or invalid, the provision will be severable from, and the illegality or invalidity of the provision will not be construed to have any effect on, the remaining provisions of the Grant Notice or this Agreement.

4.9 Limitation on Participant's Rights. Participation in the Plan confers no rights or interests other than as herein provided. This Agreement creates only a contractual obligation on the part of the Company as to amounts payable and may not be construed as creating a trust. Neither the Plan nor any underlying program, in and of itself, has any assets. Participant will have only the rights of a general unsecured creditor of the Company with respect to amounts credited and benefits payable, if any, with respect to the RSUs and Dividend Equivalents, and rights no greater than the right to receive cash or the Shares as a general unsecured creditor with respect to the RSUs and Dividend Equivalents, as and when settled pursuant to the terms of this Agreement.

4.10 Not a Contract of Employment. Nothing in the Plan, the Grant Notice or this Agreement confers upon Participant any right to continue in the employ or service of the Company or any Subsidiary or interferes with or restricts in any way the rights of the Company and its Subsidiaries, which rights are hereby expressly reserved, to discharge or terminate the services of Participant at any time for any reason whatsoever, with or without Cause, except to the extent expressly provided otherwise in a written agreement between the Company or a Subsidiary and Participant.

4.11 Counterparts. The Grant Notice may be executed in one or more counterparts, including by way of any electronic signature, subject to Applicable Law, each of which will be deemed an original and all of which together will constitute one instrument.

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KINIKSA PHARMACEUTICALS INTERNATIONAL, PLC
2018 EMPLOYEE SHARE PURCHASE PLAN

(FORMERLY, KINIKSA PHARMACEUTICALS, LTD. 2018 EMPLOYEE SHARE PURCHASE PLAN)

**ARTICLE I.
PURPOSE**

The purposes of this Kiniksa Pharmaceuticals International, plc 2018 Employee Share Purchase Plan (as it may be amended or restated from time to time, the “**Plan**”) are to assist Eligible Employees of Kiniksa Pharmaceuticals International, plc, a public limited company organized under the laws of England and Wales (the “**Company**”), and its Designated Subsidiaries in acquiring an ownership interest in the Company pursuant to a plan which is intended to qualify as an “employee stock purchase plan” within the meaning of Section 423(b) of the Code, and to help Eligible Employees provide for their future security and to encourage them to remain in the employment of the Company and its Designated Subsidiaries.

**ARTICLE II.
DEFINITIONS AND CONSTRUCTION**

Wherever the following terms are used in the Plan they shall have the meanings specified below, unless the context clearly indicates otherwise. The singular pronoun shall include the plural where the context so indicates. Masculine, feminine and neuter pronouns are used interchangeably and each comprehends the others.

2.1. “**Administrator**” shall mean the entity that conducts the general administration of the Plan as provided in Article XI. The term “Administrator” shall refer to the Committee unless the Board has assumed the authority for administration of the Plan as provided in Article XI.

2.2. “**Applicable Law**” shall mean the requirements relating to the administration of equity incentive plans under U.S. federal and state securities, tax and other applicable laws, rules and regulations, the applicable rules of any stock exchange or quotation system on which the Ordinary Shares are listed or quoted and the applicable laws and rules of any foreign country or other jurisdiction where rights under this Plan are granted, including without limitation, the laws of England and Wales.

2.3. “**Board**” shall mean the Board of Directors of the Company.

2.4. "**Change in Control**" shall mean (a) a sale of all or substantially all of the Company's assets, or (b) any merger, amalgamation, consolidation or other business combination transaction of the Company with or into another corporation, entity or person, other than a transaction in which the holders of at least a majority of the voting shares of the Company outstanding immediately prior to such transaction continue to hold (either by such shares remaining outstanding or by their being converted into voting shares of the surviving entity) a majority of the total voting power represented by the voting shares of the Company (or the surviving entity) outstanding immediately after such transaction, or (c) the direct or indirect acquisition (including by way of a tender or exchange offer) by any person, or persons acting as a group, of beneficial ownership or a right to acquire beneficial ownership of shares representing a majority of the voting power of the then outstanding shares of the Company. Notwithstanding the foregoing, a Change in Control shall not be deemed to occur: (A) on account of the acquisition of voting shares by any institutional investor or any affiliate thereof or any other person, or persons acting as a group, that acquires the Company's voting shares in a transaction or series of related transactions that are primarily a private financing transaction for the Company or (B) solely because the level of ownership held by any institutional investor or any affiliate thereof or any other person, or persons acting as a group (the "**Subject Person**"), exceeds the designated percentage threshold of the outstanding voting shares as a result of a repurchase or other acquisition of voting shares by the Company reducing the number of shares outstanding, provided that if a Change in Control would occur (but for the operating of this sentence) as a result of the acquisition of voting shares by the Company, and after such share acquisition, the Subject Person becomes the owner of any additional voting shares that, assuming the repurchase or other acquisition had not occurred, increases the percentage of the then outstanding voting shares owned by such Subject Person over the designated percentage threshold, then a Change in Control shall be deemed to occur.

The Administrator shall have full and final authority, which shall be exercised in its discretion, to determine conclusively whether a Change in Control has occurred pursuant to the above definition, the date of the occurrence of such Change in Control and any incidental matters relating thereto.

2.5. "**Code**" shall mean the Internal Revenue Code of 1986, as amended, and the regulations issued thereunder.

2.6. "**Company**" shall mean Kiniksa Pharmaceuticals International, plc, a public limited company organized under the laws of England and Wales, or any successor.

2.7. "**Compensation**" of an Eligible Employee shall mean the gross base compensation received by such Eligible Employee as compensation for services to the Company or any Designated Subsidiary, including overtime payments and excluding sales commissions, incentive compensation, bonuses, expense reimbursements, fringe benefits and other special payments.

2.8. "**Designated Subsidiary**" shall mean any Subsidiary designated by the Administrator in accordance with Section 11.3(b).

2.9. “**Eligible Employee**” shall mean an Employee: (a) who does not, immediately after any rights under this Plan are granted, own (directly or through attribution) shares possessing 5% or more of the total combined voting power or value of all classes of Ordinary Shares and other shares of the Company, a Parent or a Subsidiary (as determined under Section 423(b)(3) of the Code); (b) whose customary employment is for more than twenty hours per week; and (c) whose customary employment is for more than five months in any calendar year. For purposes of the foregoing, the rules of Section 424(d) of the Code with regard to the attribution of share ownership shall apply in determining the share ownership of an individual, and shares that an Employee may purchase under outstanding options shall be treated as shares owned by the Employee; provided, however, that the Administrator may provide in an Offering Document that an Employee shall not be eligible to participate in an Offering Period if: (i) such Employee is a highly compensated employee within the meaning of Section 423(b)(4)(D) of the Code; and/or (ii) such Employee has not met a service requirement designated by the Administrator pursuant to Section 423(b)(4)(A) of the Code (which service requirement may not exceed two years), and/or (iii) such Employee is a citizen or resident of a foreign jurisdiction and the grant of a right to purchase Ordinary Shares under the Plan to such Employee would be prohibited under the laws of such foreign jurisdiction or the grant of a right to purchase Ordinary Shares under the Plan to such Employee in compliance with the laws of such foreign jurisdiction would cause the Plan to violate the requirements of Section 423 of the Code, as determined by the Administrator in its sole discretion; provided, further, that any exclusion in clauses (i), (ii) or (iii) shall be applied in an identical manner under each Offering Period to all Employees, in accordance with Treasury Regulation Section 1.423-2(e).

2.10. “**Employee**” shall mean any officer or other employee (as defined in accordance with Section 3401(c) of the Code) of the Company or any Designated Subsidiary. “**Employee**” shall not include any director of the Company or a Designated Subsidiary who does not render services to the Company or a Designated Subsidiary as an employee within the meaning of Section 3401(c) of the Code. For purposes of the Plan, the employment relationship shall be treated as continuing intact while the individual is on sick leave or other leave of absence approved by the Company or Designated Subsidiary and meeting the requirements of Treasury Regulation Section 1.421-1(h)(2). Where the period of leave exceeds three (3) months and the individual’s right to reemployment is not guaranteed either by statute or by contract, the employment relationship shall be deemed to have terminated on the first day immediately following such three (3)-month period.

2.11. “**Enrollment Date**” shall mean the first Trading Day of each Offering Period.

2.12. “**Exchange Act**” shall mean the Securities Exchange Act of 1934, as amended.

2.13. “**Fair Market Value**” means, as of any date, the value of Ordinary Shares determined as follows: (i) if the Ordinary Shares are listed on any established stock exchange, a share’s Fair Market Value will be the closing sales price for such Ordinary Share as quoted on such exchange for such date, or if no sale occurred on such date, the last day preceding such date during which a sale occurred, as reported in The Wall Street Journal or another source the Administrator deems reliable; (ii) if the Ordinary Shares are not traded on a stock exchange but is quoted on a national market or other quotation system, the closing sales price on such date, or if no sales occurred on such date, then on the last date preceding such date during which a sale occurred, as reported in The Wall Street Journal or another source the Administrator deems reliable; or (iii) without an established market for the Ordinary Shares, the Administrator will determine the Fair Market Value in its discretion.

2.14. “**Offering Document**” shall have the meaning given to such term in Section 4.1.

2.15. “**Offering Period**” shall have the meaning given to such term in Section 4.1.

2.16. “**Ordinary Shares**” means the Class A Ordinary Shares of the Company, nominal value of \$0.000273235 per share.

- 2.17. **“Parent”** shall mean any corporation, other than the Company, in an unbroken chain of corporations ending with the Company if, at the time of the determination, each of the corporations other than the Company owns shares possessing 50% or more of the total combined voting power of all classes of shares in one of the other corporations in such chain.
- 2.18. **“Participant”** shall mean any Eligible Employee who has executed a subscription agreement and been granted rights to purchase Ordinary Shares pursuant to the Plan.
- 2.19. **“Plan”** shall mean this 2018 Employee Share Purchase Plan, as amended and restated.
- 2.20. **“Purchase Date”** shall mean the last Trading Day of each Offering Period.
- 2.21. **“Purchase Price”** shall mean the purchase price designated by the Administrator in the applicable Offering Document (which purchase price shall not be less than 85% of the Fair Market Value of a Share on the Enrollment Date or on the Purchase Date, whichever is lower); provided, however, that, in the event no purchase price is designated by the Administrator in the applicable Offering Document, the purchase price for the Offering Periods covered by such Offering Document shall be 85% of the Fair Market Value of a Share on the Enrollment Date or on the Purchase Date, whichever is lower; provided, further, that the Purchase Price may be adjusted by the Administrator pursuant to Article VIII and shall not be less than the nominal value of a Share.
- 2.22. **“Securities Act”** shall mean the Securities Act of 1933, as amended.
- 2.23. **“Share”** shall mean an Ordinary Share.
- 2.24. **“Subject Person”** shall have the meaning given to such term in Section 2.4.
- 2.25. **“Subsidiary”** shall mean any corporation, other than the Company, in an unbroken chain of corporations beginning with the Company if, at the time of the determination, each of the corporations other than the last corporation in an unbroken chain owns shares possessing 50% or more of the total combined voting power of all classes of shares in one of the other corporations in such chain; provided, however, that a limited liability company or partnership may be treated as a Subsidiary to the extent either (a) such entity is treated as a disregarded entity under Treasury Regulation Section 301.7701-3(a) by reason of the Company or any other Subsidiary that is a corporation being the sole owner of such entity, or (b) such entity elects to be classified as a corporation under Treasury Regulation Section 301.7701-3(a) and such entity would otherwise qualify as a Subsidiary.
- 2.26. **“Trading Day”** shall mean a day on which national stock exchanges in the United States are open for trading.
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**ARTICLE III.
SHARES SUBJECT TO THE PLAN**

3.1. Number of Shares. Subject to Article VIII, the aggregate number of Shares that may be issued pursuant to rights granted under the Plan shall be 670,000 Shares. In addition to the foregoing, subject to Article VIII, on the first day of each calendar year beginning on January 1, 2019 and ending on and including January 1, 2028, the number of Shares available for issuance under the Plan shall be increased by that number of Shares equal to the lesser of (a) 1% of the Shares outstanding (on an as-converted basis) on the final day of the immediately preceding calendar year and (b) such smaller number of Shares as determined by the Board. If any right granted under the Plan shall for any reason terminate without having been exercised, the Ordinary Shares not purchased under such right shall again become available for issuance under the Plan. Notwithstanding anything in this Section 3.1 to the contrary, the number of Shares that may be issued or transferred pursuant to the rights granted under the Plan shall not exceed an aggregate of 6,420,000 Shares, subject to Article VIII.

3.2. Shares Distributed. Any Ordinary Shares distributed pursuant to the Plan may consist, in whole or in part, of authorized and unissued Ordinary Shares, Ordinary Shares held in treasury or Ordinary Shares purchased on the open market.

**ARTICLE IV.
OFFERING PERIODS; OFFERING DOCUMENTS; PURCHASE DATES**

4.1. Offering Periods. The Administrator may from time to time grant or provide for the grant of rights to purchase Ordinary Shares under the Plan to Eligible Employees during one or more periods (each, an “**Offering Period**”) selected by the Administrator. The terms and conditions applicable to each Offering Period shall be set forth in an “**Offering Document**” adopted by the Administrator, which Offering Document shall be in such form and shall contain such terms and conditions as the Administrator shall deem appropriate and shall be incorporated by reference into and made part of the Plan and shall be attached hereto as part of the Plan. The provisions of separate Offering Periods under the Plan need not be identical.

4.2. Offering Documents. Each Offering Document with respect to an Offering Period shall specify (through incorporation of the provisions of this Plan by reference or otherwise):

- (a) the length of the Offering Period, which period shall not exceed twenty-seven months;
- (b) the maximum number of Shares that may be purchased by any Eligible Employee during such Offering Period, which, in the absence of a contrary designation by the Administrator, shall be 25,000 Shares; and
- (c) such other provisions as the Administrator determines are appropriate, subject to the Plan.

**ARTICLE V.
ELIGIBILITY AND PARTICIPATION**

5.1. Eligibility. Any Eligible Employee who shall be employed by the Company or a Designated Subsidiary on a given Enrollment Date for an Offering Period shall be eligible to participate in the Plan during such Offering Period, subject to the requirements of this Article V and the limitations imposed by Section 423(b) of the Code.

5.2. Enrollment in Plan.

(a) Except as otherwise set forth in an Offering Document or determined by the Administrator, an Eligible Employee may become a Participant in the Plan for an Offering Period by delivering a subscription agreement to the Company by such time prior to the Enrollment Date for such Offering Period (or such other date specified in the Offering Document) designated by the Administrator and in such form as the Company provides.

(b) Each subscription agreement shall designate a whole percentage of such Eligible Employee's Compensation to be withheld by the Company or the Designated Subsidiary employing such Eligible Employee on each payday during the Offering Period as payroll deductions under the Plan. The percentage of Compensation designated by an Eligible Employee may not be less than 1% and may not be more than the maximum percentage specified by the Administrator in the applicable Offering Document (which percentage shall be 25% in the absence of any such designation) as payroll deductions. The payroll deductions made for each Participant shall be credited to an account for such Participant under the Plan and shall be deposited with the general funds of the Company.

(c) A Participant may increase or decrease the percentage of Compensation designated in his or her subscription agreement, subject to the limits of this Section 5.2, or may suspend his or her payroll deductions, at any time during an Offering Period; provided, however, that the Administrator may limit the number of changes a Participant may make to his or her payroll deduction elections during each Offering Period in the applicable Offering Document (and in the absence of any specific designation by the Administrator, a Participant shall be allowed one change to his or her payroll deduction elections during each Offering Period). Any such change or suspension of payroll deductions shall be effective with the first full payroll period following five business days after the Company's receipt of the new subscription agreement (or such shorter or longer period as may be specified by the Administrator in the applicable Offering Document). In the event a Participant suspends his or her payroll deductions, such Participant's cumulative payroll deductions prior to the suspension shall remain in his or her account and shall be applied to the purchase of Shares on the next occurring Purchase Date and shall not be paid to such Participant unless he or she withdraws from participation in the Plan pursuant to Article VII.

(d) Except as otherwise set forth in an Offering Document or determined by the Administrator, a Participant may participate in the Plan only by means of payroll deduction and may not make contributions by lump sum payment for any Offering Period.

5.3. Payroll Deductions. Except as otherwise provided in the applicable Offering Document, payroll deductions for a Participant shall commence on the first payroll following the Enrollment Date and shall end on the last payroll in the Offering Period to which the Participant's authorization is applicable, unless sooner terminated by the Participant as provided in Article VII or suspended by the Participant or the Administrator as provided in Section 5.2 and Section 5.6, respectively.

5.4. Effect of Enrollment. A Participant's completion of a subscription agreement will enroll such Participant in the Plan for each subsequent Offering Period on the terms contained therein until the Participant either submits a new subscription agreement, withdraws from participation under the Plan as provided in Article VII or otherwise becomes ineligible to participate in the Plan.

5.5. Limitation on Purchase of Ordinary Shares. An Eligible Employee may be granted rights under the Plan only if such rights, together with any other rights granted to such Eligible Employee under “**employee stock purchase plans**” of the Company, any Parent or any Subsidiary, as specified by Section 423(b)(8) of the Code, do not permit such employee’s rights to purchase shares of the Company or any Parent or Subsidiary to accrue at a rate that exceeds \$25,000 of the fair market value of such shares (determined as of the first day of the Offering Period during which such rights are granted) for each calendar year in which such rights are outstanding at any time. This limitation shall be applied in accordance with Section 423(b)(8) of the Code.

5.6. Decrease or Suspension of Payroll Deductions. Notwithstanding the foregoing, to the extent necessary to comply with Section 423(b)(8) of the Code and Section 5.5 or the other limitations set forth in this Plan, a Participant’s payroll deductions may be suspended by the Administrator at any time during an Offering Period. The balance of the amount credited to the account of each Participant that has not been applied to the purchase of Shares by reason of Section 423(b)(8) of the Code, Section 5.5 or the other limitations set forth in this Plan shall be paid to such Participant in one lump sum in cash as soon as reasonably practicable after the Purchase Date.

5.7. Non-U.S. Employees. In order to facilitate participation in the Plan, the Administrator may provide for such special terms applicable to Participants who are citizens or residents of a country other than the United States, or who are employed by a Designated Subsidiary outside of the United States, as the Administrator may consider necessary or appropriate to accommodate differences in local law, tax policy or custom. Such special terms may not be more favorable than the terms of rights granted under the Plan to Eligible Employees who are residents of the United States. Moreover, the Administrator may approve such supplements to, or amendments, restatements or alternative versions of, this Plan as it may consider necessary or appropriate for such purposes without thereby affecting the terms of this Plan as in effect for any other purpose. No such special terms, supplements, amendments or restatements shall include any provisions that are inconsistent with the terms of this Plan as then in effect unless this Plan could have been amended to eliminate such inconsistency without further approval by the shareholders of the Company.

5.8. Leave of Absence. During leaves of absence approved by the Company meeting the requirements of Treasury Regulation Section 1.421-1(h)(2) under the Code, a Participant may continue participation in the Plan by making cash payments to the Company on his or her normal payday equal to his or her authorized payroll deduction.

**ARTICLE VI.
GRANT AND EXERCISE OF RIGHTS**

6.1. Grant of Rights. On the Enrollment Date of each Offering Period, each Eligible Employee participating in such Offering Period shall be granted a right to purchase the maximum number of Shares specified under Section 4.2, subject to the limits in Section 5.5, and shall have the right to buy, on each Purchase Date during such Offering Period (at the applicable Purchase Price), such number of whole Shares as is determined by dividing (a) such Participant’s payroll deductions accumulated prior to such Purchase Date and retained in the Participant’s account as of the Purchase Date, by (b) the applicable Purchase Price (rounded down to the nearest Share). The right shall expire on the last day of the Offering Period.

6.2. Exercise of Rights. On each Purchase Date, each Participant's accumulated payroll deductions and any other additional payments specifically provided for in the applicable Offering Document will be applied to the purchase of whole Shares, up to the maximum number of Shares permitted pursuant to the terms of the Plan and the applicable Offering Document, at the Purchase Price. No fractional Shares shall be issued upon the exercise of rights granted under the Plan, unless the Offering Document specifically provides otherwise. Any cash in lieu of fractional Shares remaining after the purchase of whole Shares upon exercise of a purchase right will be credited to a Participant's account and carried forward and applied toward the purchase of whole Shares for the next following Offering Period. Shares issued pursuant to the Plan may be evidenced in such manner as the Administrator may determine and may be issued in certificated form or issued pursuant to book-entry procedures.

6.3. Pro Rata Allocation of Shares. If the Administrator determines that, on a given Purchase Date, the number of Shares with respect to which rights are to be exercised may exceed (a) the number of Shares that were available for issuance under the Plan on the Enrollment Date of the applicable Offering Period, or (b) the number of Shares available for issuance under the Plan on such Purchase Date, the Administrator may in its sole discretion provide that the Company shall make a pro rata allocation of the Shares available for purchase on such Enrollment Date or Purchase Date, as applicable, in as uniform a manner as shall be practicable and as it shall determine in its sole discretion to be equitable among all Participants for whom rights to purchase Ordinary Shares are to be exercised pursuant to this Article VI on such Purchase Date, and shall either (i) continue all Offering Periods then in effect, or (ii) terminate any or all Offering Periods then in effect pursuant to Article IX. The Company may make pro rata allocation of the Shares available on the Enrollment Date of any applicable Offering Period pursuant to the preceding sentence, notwithstanding any authorization of additional Shares for issuance under the Plan by the Company's shareholders subsequent to such Enrollment Date. The balance of the amount credited to the account of each Participant that has not been applied to the purchase of Shares shall be paid to such Participant in one lump sum in cash as soon as reasonably practicable after the Purchase Date.

6.4. Withholding. At the time a Participant's rights under the Plan are exercised, in whole or in part, or at the time some or all of the Ordinary Shares issued under the Plan is disposed of, the Participant must make adequate provision for the Company's federal, state, or other tax withholding obligations, if any, that arise upon the exercise of the right or the disposition of the Ordinary Shares. At any time, the Company may, but shall not be obligated to, withhold from the Participant's compensation the amount necessary for the Company to meet applicable withholding obligations, including any withholding required to make available to the Company any tax deductions or benefits attributable to sale or early disposition of Ordinary Shares by the Participant.

6.5. Conditions to Issuance of Ordinary Shares. The Company shall not be required to issue or deliver any certificate or certificates for, or make any book entries evidencing, Shares purchased upon the exercise of rights under the Plan prior to fulfillment of all of the following conditions:

- (a) The admission of such Shares to listing on all stock exchanges, if any, on which the Ordinary Shares are then listed;
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- (b) The completion of any registration or other qualification of such Shares under any state or federal law or under the rulings or regulations of the Securities and Exchange Commission or any other governmental regulatory body, that the Administrator shall, in its absolute discretion, deem necessary or advisable;
- (c) The obtaining of any approval or other clearance from any state or federal governmental agency that the Administrator shall, in its absolute discretion, determine to be necessary or advisable;
- (d) The payment to the Company of all amounts that it is required to withhold under federal, state or local law upon exercise of the rights, if any; and
- (e) The lapse of such reasonable period of time following the exercise of the rights as the Administrator may from time to time establish for reasons of administrative convenience.

**ARTICLE VII.
WITHDRAWAL; CESSATION OF ELIGIBILITY**

7.1. Withdrawal. A Participant may withdraw all but not less than all of the payroll deductions credited to his or her account and not yet used to exercise his or her rights under the Plan at any time by giving written notice to the Company in a form acceptable to the Company no later than one week prior to the end of the Offering Period. All of the Participant's payroll deductions credited to his or her account during an Offering Period shall be paid to such Participant as soon as reasonably practicable after receipt of notice of withdrawal and such Participant's rights for the Offering Period shall be automatically terminated, and no further payroll deductions for the purchase of Shares shall be made for such Offering Period. If a Participant withdraws from an Offering Period, payroll deductions shall not resume at the beginning of the next Offering Period unless the Participant timely delivers to the Company a new subscription agreement.

7.2. Future Participation. A Participant's withdrawal from an Offering Period shall not have any effect upon his or her eligibility to participate in any similar plan that may hereafter be adopted by the Company or a Designated Subsidiary or in subsequent Offering Periods that commence after the termination of the Offering Period from which the Participant withdraws.

7.3. Cessation of Eligibility. Upon a Participant's ceasing to be an Eligible Employee for any reason, he or she shall be deemed to have elected to withdraw from the Plan pursuant to this Article VII and the payroll deductions credited to such Participant's account during the Offering Period shall be paid to such Participant or, in the case of his or her death, to the person or persons entitled thereto under Section 12.4, as soon as reasonably practicable, and such Participant's rights for the Offering Period shall be automatically terminated.

ARTICLE VIII.
ADJUSTMENTS UPON CHANGES IN SHARES

8.1. Changes in Capitalization. Subject to Section 8.3, in the event that the Administrator determines that any dividend or other distribution (whether in the form of cash, Ordinary Shares, other securities, or other property), Change in Control, reorganization, merger, amalgamation, consolidation, combination, repurchase, recapitalization, liquidation, dissolution, or sale, transfer, exchange or other disposition of all or substantially all of the assets of the Company, or sale or exchange of Ordinary Shares or other securities of the Company, issuance of warrants or other rights to purchase Ordinary Shares or other securities of the Company, or other similar corporate transaction or event, as determined by the Administrator, affects the Ordinary Shares such that an adjustment is determined by the Administrator to be appropriate in order to prevent dilution or enlargement of the benefits or potential benefits intended by the Company to be made available under the Plan or with respect to any outstanding purchase rights under the Plan, the Administrator shall make equitable adjustments, if any, to reflect such change with respect to (a) the aggregate number and type of Shares (or other securities or property) that may be issued under the Plan (including, but not limited to, adjustments of the limitations in Section 3.1 and the limitations established in each Offering Document pursuant to Section 4.2 on the maximum number of Shares that may be purchased); (b) the class(es) and number of Shares and price per Share subject to outstanding rights; and (c) the Purchase Price with respect to any outstanding rights.

8.2. Other Adjustments. Subject to Section 8.3, in the event of any transaction or event described in Section 8.1 or any unusual or nonrecurring transactions or events affecting the Company, any affiliate of the Company, or the financial statements of the Company or any affiliate (including without limitation any Change in Control), or of changes in Applicable Law or accounting principles, the Administrator, in its discretion, and on such terms and conditions as it deems appropriate, is hereby authorized to take any one or more of the following actions whenever the Administrator determines that such action is appropriate in order to prevent the dilution or enlargement of the benefits or potential benefits intended to be made available under the Plan or with respect to any right under the Plan, to facilitate such transactions or events or to give effect to such changes in laws, regulations or principles:

- (a) To provide for either (i) termination of any outstanding right in exchange for an amount of cash, if any, equal to the amount that would have been obtained upon the exercise of such right had such right been currently exercisable or (ii) the replacement of such outstanding right with other rights or property selected by the Administrator in its sole discretion;
 - (b) To provide that the outstanding rights under the Plan shall be assumed by the successor or survivor corporation, or a parent or subsidiary thereof, or shall be substituted for by similar rights covering the shares of the successor or survivor corporation, or a parent or subsidiary thereof, with appropriate adjustments as to the number and kind of shares and prices;
 - (c) To make adjustments in the number and type of Shares (or other securities or property) subject to outstanding rights under the Plan and/or in the terms and conditions of outstanding rights and rights that may be granted in the future;
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(d) To provide that Participants' accumulated payroll deductions may be used to purchase Ordinary Shares prior to the next occurring Purchase Date on such date as the Administrator determines in its sole discretion and the Participants' rights under the ongoing Offering Period(s) shall be terminated; and

(e) To provide that all outstanding rights shall terminate without being exercised.

8.3. No Adjustment Under Certain Circumstances. No adjustment or action described in this Article VIII or in any other provision of the Plan shall be authorized to the extent that such adjustment or action would cause the Plan to fail to satisfy the requirements of Section 423 of the Code.

8.4. No Other Rights. Except as expressly provided in the Plan, no Participant shall have any rights by reason of any subdivision or consolidation of shares of shares of any class, the payment of any dividend, any increase or decrease in the number of shares of shares of any class or any dissolution, liquidation, merger, amalgamation or consolidation of the Company or any other corporation. Except as expressly provided in the Plan or pursuant to action of the Administrator under the Plan, no issuance by the Company of shares of shares of any class, or securities convertible into shares of shares of any class, shall affect, and no adjustment by reason thereof shall be made with respect to, the number of Shares subject to outstanding rights under the Plan or the Purchase Price with respect to any outstanding rights.

ARTICLE IX. AMENDMENT, MODIFICATION AND TERMINATION

9.1. Amendment, Modification and Termination. The Administrator may amend, suspend or terminate the Plan at any time and from time to time; provided, however, that approval of the Company's shareholders shall be required to amend the Plan to: (a) increase the aggregate number, or change the type, of shares that may be sold pursuant to rights under the Plan under Section 3.1 (other than an adjustment as provided by Article VIII); (b) change the corporations or classes of corporations whose employees may be granted rights under the Plan; or (c) change the Plan in any manner that would cause the Plan to no longer be an "employee stock purchase plan" within the meaning of Section 423(b) of the Code.

9.2. Certain Changes to Plan. Without shareholder consent and without regard to whether any Participant rights may be considered to have been adversely affected, to the extent permitted by Section 423 of the Code, the Administrator shall be entitled to change the Offering Periods, limit the frequency and/or number of changes in the amount withheld from Compensation during an Offering Period, establish the exchange ratio applicable to amounts withheld in a currency other than U.S. dollars, permit payroll withholding in excess of the amount designated by a Participant in order to adjust for delays or mistakes in the Company's processing of withholding elections, establish reasonable waiting and adjustment periods and/or accounting and crediting procedures to ensure that amounts applied toward the purchase of Ordinary Shares for each Participant properly correspond with amounts withheld from the Participant's Compensation, and establish such other limitations or procedures as the Administrator determines in its sole discretion to be advisable that are consistent with the Plan.

9.3. Actions In the Event of Unfavorable Financial Accounting Consequences. In the event the Administrator determines that the ongoing operation of the Plan may result in unfavorable financial accounting consequences, the Administrator may, in its discretion and, to the extent necessary or desirable, modify or amend the Plan to reduce or eliminate such accounting consequence including, but not limited to:

- (a) altering the Purchase Price for any Offering Period including an Offering Period underway at the time of the change in Purchase Price;
- (b) shortening any Offering Period so that the Offering Period ends on a new Purchase Date, including an Offering Period underway at the time of the Administrator action; and
- (c) allocating Shares.

Such modifications or amendments shall not require shareholder approval or the consent of any Participant.

9.4. Payments Upon Termination of Plan. Upon termination of the Plan, the balance in each Participant's Plan account shall be refunded as soon as practicable after such termination, without any interest thereon.

**ARTICLE X.
TERM OF PLAN**

The Plan was originally effective on May 14, 2018 and the Plan, as amended and restated, shall be effective June 27, 2024. The effectiveness of the Plan was subject to approval of the Plan by the shareholders of the Company within twelve months following the date the Plan was first approved by the Board. No right was granted under the Plan prior to such shareholder approval. No rights may be granted under the Plan during any period of suspension of the Plan or after termination of the Plan.

**ARTICLE XI.
ADMINISTRATION**

11.1. Administrator. Unless otherwise determined by the Board, the Administrator of the Plan shall be the Compensation Committee of the Board (or another committee or a subcommittee of the Board to which the Board delegates administration of the Plan) (such committee, the "Committee"). The Board may at any time vest in the Board any authority or duties for administration of the Plan.

11.2. Action by the Administrator. Unless otherwise established by the Board or in any charter of the Administrator, a majority of the Administrator shall constitute a quorum. The acts of a majority of the members present at any meeting at which a quorum is present and, subject to Applicable Law and the articles of association of the Company, acts approved in writing by a majority of the Administrator in lieu of a meeting, shall be deemed the acts of the Administrator. Each member of the Administrator is entitled to, in good faith, rely or act upon any report or other information furnished to that member by any officer or other employee of the Company or any Designated Subsidiary, the Company's independent certified public accountants, or any executive compensation consultant or other professional retained by the Company to assist in the administration of the Plan.

11.3. Authority of Administrator. The Administrator shall have the power, subject to, and within the limitations of, the express provisions of the Plan and Applicable Laws:

- (a) To determine when and how rights to purchase Ordinary Shares shall be granted and the provisions of each offering of such rights (which need not be identical).
- (b) To designate from time to time which Subsidiaries of the Company shall be Designated Subsidiaries, which designation may be made without the approval of the shareholders of the Company.
- (c) To construe and interpret the Plan and rights granted under it, and to establish, amend and revoke rules and regulations for its administration. The Administrator, in the exercise of this power, may correct any defect, omission or inconsistency in the Plan, in a manner and to the extent it shall deem necessary or expedient to make the Plan fully effective.
- (d) To amend, suspend or terminate the Plan as provided in Article IX.
- (e) Generally, to exercise such powers and to perform such acts as the Administrator deems necessary or expedient to promote the best interests of the Company and its Subsidiaries and to carry out the intent that the Plan be treated as an "employee stock purchase plan" within the meaning of Section 423 of the Code.

11.4. Decisions Binding. The Administrator's interpretation of the Plan, any rights granted pursuant to the Plan, any subscription agreement and all decisions and determinations by the Administrator with respect to the Plan are final, binding, and conclusive on all parties.

**ARTICLE XII.
MISCELLANEOUS**

12.1. Restriction upon Assignment. A right granted under the Plan shall not be transferable other than by will or the applicable laws of descent and distribution, and is exercisable during the Participant's lifetime only by the Participant. Except as provided in Section 12.4 hereof, a right under the Plan may not be exercised to any extent except by the Participant. The Company shall not recognize and shall be under no duty to recognize any assignment or alienation of the Participant's interest in the Plan, the Participant's rights under the Plan or any rights thereunder.

12.2. Rights as a Shareholder. With respect to Shares subject to a right granted under the Plan, a Participant shall not be deemed to be a shareholder of the Company, and the Participant shall not have any of the rights or privileges of a shareholder, until such Shares have been issued to the Participant or his or her nominee following exercise of the Participant's rights under the Plan. No adjustments shall be made for dividends (ordinary or extraordinary, whether in cash securities, or other property) or distribution or other rights for which the record date occurs prior to the date of such issuance, except as otherwise expressly provided herein or as determined by the Administrator.

12.3. Interest. No interest shall accrue on the payroll deductions or contributions of a Participant under the Plan.

12.4. Designation of Beneficiary.

(a) A Participant may, in the manner determined by the Administrator, file a written designation of a beneficiary who is to receive any Shares and/or cash, if any, from the Participant's account under the Plan in the event of such Participant's death subsequent to a Purchase Date on which the Participant's rights are exercised but prior to delivery to such Participant of such Shares and cash. In addition, a Participant may file a written designation of a beneficiary who is to receive any cash from the Participant's account under the Plan in the event of such Participant's death prior to exercise of the Participant's rights under the Plan. If the Participant is married and resides in a community property state, a designation of a person other than the Participant's spouse as his or her beneficiary shall not be effective without the prior written consent of the Participant's spouse.

(b) Such designation of beneficiary may be changed by the Participant at any time by written notice to the Company. In the event of the death of a Participant and in the absence of a beneficiary validly designated under the Plan who is living at the time of such Participant's death, the Company shall deliver such Shares and/or cash to the executor or administrator of the estate of the Participant, or if no such executor or administrator has been appointed (to the knowledge of the Company), the Company, in its discretion, may deliver such Shares and/or cash to the spouse or to any one or more dependents or relatives of the Participant, or if no spouse, dependent or relative is known to the Company, then to such other person as the Company may designate.

12.5. Notices. All notices or other communications by a Participant to the Company under or in connection with the Plan shall be deemed to have been duly given when received in the form specified by the Company at the location, or by the person, designated by the Company for the receipt thereof.

12.6. Equal Rights and Privileges. Subject to Section 5.7, all Eligible Employees will have equal rights and privileges under this Plan so that this Plan qualifies as an "employee stock purchase plan" within the meaning of Section 423 of the Code. Subject to Section 5.7, any provision of this Plan that is inconsistent with Section 423 of the Code will, without further act or amendment by the Company, the Board or the Administrator, be reformed to comply with the equal rights and privileges requirement of Section 423 of the Code.

12.7. Use of Funds. All payroll deductions received or held by the Company under the Plan may be used by the Company for any corporate purpose, and the Company shall not be obligated to segregate such payroll deductions.

12.8. Reports. Statements of account shall be given to Participants at least annually, which statements shall set forth the amounts of payroll deductions, the Purchase Price, the number of Shares purchased and the remaining cash balance, if any.

12.9. No Employment Rights. Nothing in the Plan shall be construed to give any person (including any Eligible Employee or Participant) the right to remain in the employ of the Company or any Parent or Subsidiary or affect the right of the Company or any Parent or Subsidiary to terminate the employment of any person (including any Eligible Employee or Participant) at any time, with or without cause.

12.10. Notice of Disposition of Shares. Each Participant shall give prompt notice to the Company of any disposition or other transfer of any Shares purchased upon exercise of a right under the Plan if such disposition or transfer is made: (a) within two years from the Enrollment Date of the Offering Period in which the Shares were purchased or (b) within one year after the Purchase Date on which such Shares were purchased. Such notice shall specify the date of such disposition or other transfer and the amount realized, in cash, other property, assumption of indebtedness or other consideration, by the Participant in such disposition or other transfer.

12.11. Governing Law. The Plan and any agreements hereunder shall be administered, interpreted and enforced under the internal laws of England and Wales without regard to conflicts of laws thereof or of any other jurisdiction.

12.12. Electronic Forms. To the extent permitted by Applicable Law and in the discretion of the Administrator, an Eligible Employee may submit any form or notice as set forth herein by means of an electronic form approved by the Administrator. Before the commencement of an Offering Period, the Administrator shall prescribe the time limits within which any such electronic form shall be submitted to the Administrator with respect to such Offering Period in order to be a valid election.

* * * * *

KINIKSA PHARMACEUTICALS INTERNATIONAL, PLC
2018 EMPLOYEE SHARE PURCHASE PLAN

(FORMERLY, KINIKSA PHARMACEUTICALS, LTD.
2018 EMPLOYEE SHARE PURCHASE PLAN)

OFFERING DOCUMENT

This document (this “**Offering Document**”) was adopted by the Compensation Committee of the Board of Directors of Kiniksa Pharmaceuticals, Ltd., predecessor of Kiniksa Pharmaceuticals International, plc (the “**Company**”), in its capacity as Administrator of the 2018 Employee Share Purchase Plan (the “**Plan**”) and was made a part of the Plan. The Plan was assumed by the Company pursuant to the Deed Poll of Assumption, dated June 27, 2024 by the between the Company and Kiniksa Pharmaceuticals, Ltd. A copy of this Offering Document, as revised to reflect such assumption, shall be attached to the Plan. Defined terms used in this Offering Document without definition have the meanings specified in the Plan.

This Offering Document became effective for the Offering Period under the Plan commencing January 2, 2021, and superseded any prior Offering Documents under the Plan as of its effectiveness and shall apply to subsequent Offering Periods under the Plan until this Offering Document is terminated, amended or modified by the Administrator or a new Offering Document is adopted by the Administrator.

- Eligibility Requirements:** Eligible Employees of the Company and the Designated Subsidiaries indicated below shall be eligible to participate, provided they meet the other eligibility requirements set forth in the Plan.
- Designated Subsidiaries:** All Subsidiaries of the Company organized under the laws of any state of the United States of America (except any such Subsidiary that the Administrator has specifically designated as ineligible to participate in the Plan) and each other Subsidiary that the Administrator has specifically designated as eligible to participate in the Plan.
- Offering Periods to Commence:** On each January 16 and July 16 (ending on each of July 15 and January 15, respectively); provided, however, that the initial Offering Period under this Offering Document (the “**Initial Offering Period**”) commenced on January 1, 2021 (such date, the “**Initial Offering Commencement Date**”) and ended July 15, 2021 (the “**Initial Offering End Date**”).
- Length of Offering Periods:** Six months; provided, however, that the Initial Offering Period commenced on the Initial Offering Commencement Date and ended on the Initial Offering End Date.
-

- Purchase Dates:** The Purchase Date with respect to an Offering Period shall occur on the final Trading Day of the Offering Period.
- Purchase Price:** On each Purchase Date, the purchase price for a Share will be 85% of the Fair Market Value of a Share on the Enrollment Date or on the Purchase Date, whichever is lower; provided, however, that the Purchase Price may be adjusted by the Administrator pursuant to the Plan; provided, further, that the Purchase Price shall not be less than the nominal value of a Share.
- Contributions:** A Participant may elect to have up to 10% of the Participant's Compensation deducted on each payday on an after-tax basis for use in purchasing Ordinary Shares pursuant to the Plan and subject to the limitations on purchasing Ordinary Shares thereunder.
- Enrollment:** Eligible Employees must enroll in an Offering Period by delivering to the Company or its designee at least seven days prior to the first day of the Offering Period a completed subscription agreement in the form provided by the Company (a "**Subscription Agreement**").
- Changes in Contribution Rates:** Participants may decrease their rate of contributions once during an Offering Period by delivering a completed Subscription Agreement to the Company or its designee at least seven days prior to the final day of the Offering Period and the decrease will become effective on the first payroll date that occurs at least seven days after the Company's (or its designee's) receipt of the new Subscription Agreement. Participants may not increase their rate of contributions during an Offering Period. Participants may increase or decrease their rate of contributions for future Offering Periods by delivering to the Company or its designee at least seven days prior to the first day of the Offering Period a completed Subscription Agreement.
- Withdrawals:** A Participant may withdraw from an Offering Period not less than seven days prior to the final day of the Offering Period.
- If a Participant withdraws from an Offering Period, the Participant may elect to participate again in any subsequent Offering Period so long as the Participant is still eligible to participate in the Plan.

* * * * *

AGREEMENT DATED JUNE 28, 2024



KINKSA PHARMACEUTICALS INTERNATIONAL, PLC

AND

HOLDERS OF DEPOSITARY RECEIPTS

AGREEMENT FOR THE PROVISION OF DEPOSITARY SERVICES AND CUSTODY
SERVICES IN RESPECT OF KINKSA PHARMACEUTICALS INTERNATIONAL, PLC
A DEPOSITARY RECEIPTS AND A1 DEPOSITARY RECEIPTS

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THIS DEPOSIT AGREEMENT IS MADE ON JUNE 28, 2024

BETWEEN

- (1) Computershare Trust Company, N.A., a national association organized under the laws of the United States and whose registered office is at 150 Royall Street, Canton, MA 02021 (**Computershare** or the **Depositary**);
- (2) Kiniksa Pharmaceuticals International, plc, a company incorporated under the laws of England and Wales and whose registered office is Third Floor, 23 Old Bond Street, London, W1S 4PZ, England, UK (the **Client** or the **Company**), and
- (3) the Holders from time to time of Depositary Receipts issued in accordance herewith.

WHEREAS

- (A) Computershare, in its capacity as Depositary, has on the request of the Client, determined to constitute and issue from time to time, the Depositary Receipts pursuant to the terms of this Deposit Agreement;
- (B) Computershare or an affiliate thereof is acting as transfer agent in connection with the issuance of the Company's A ordinary shares and A1 ordinary shares;
- (C) The Parties have agreed that Computershare shall, on the request of the Client, provide the Client with services as Depositary on the terms set out in this Deposit Agreement;
- (D) Computershare has agreed to appoint its nominee, an affiliate of Computershare, to act as custodian for Deposited Property on the terms set out in this Deposit Agreement; and
- (E) in connection with the Company's redomiciliation to the United Kingdom effective on or around the date hereof, certain A ordinary shares and A1 ordinary shares in the capital of the Company shall be allotted and issued to the Custodian (as defined below) as nominee for Computershare in respect of which Computershare shall constitute and issue A Depositary Receipts and A1 Depositary Receipts (each as defined below) to be held by the relevant Holder(s).

IT IS AGREED AS FOLLOWS:

1. DEFINITIONS AND INTERPRETATION

- 1.1 In this Deposit Agreement, the following words and phrases shall bear the following meanings unless the context indicates otherwise:

A Depositary Receipts: means the Depositary Receipts issued by the Depositary representing the A Shares deposited with the Custodian (including the Depositary Receipts representing A Shares following conversion from other classes of shares in the Company);

A1 Depositary Receipts: means the Depositary Receipts issued by the Depositary representing the A1 Shares deposited with the Custodian;

A Shares: means the Class A Ordinary Shares, nominal value \$0.000273235 per share, issued by the Client in accordance with its Articles of Association and recorded on the Share Register;

A1 Shares: means the Class A1 Ordinary Shares, nominal value \$0.000273235 per share, issued by the Client in accordance with its Articles of Association and recorded on the Share Register;

Agent: means any agent appointed by the Depositary in accordance with this Deposit Agreement;

Applicable Legislation: means any applicable statute, law, rule or regulation of any applicable jurisdiction and/or governmental authority;

Articles of Association: means the Articles of Association of the Client;

B Shares: means the Class B Ordinary Shares, nominal value \$0.000273235 per share, issued by the Client in accordance with its Articles of Association and recorded on the Share Register;

B1 Shares: means the Class B1 Ordinary Shares, nominal value \$0.000273235 per share, issued by the Client in accordance with its Articles of Association and recorded on the Share Register;

Business Day: means a day (other than a Saturday, Sunday or public holiday) on which Computershare is open for general non-automated business;

Certificate: means each certificate issued in accordance herewith evidencing Depositary Receipts, which in the case of certificates evidencing A Depositary Receipts shall be substantially in the form set forth in Schedule 4A hereto, and in the case of certificates evidencing A1 Depositary Receipts shall be substantially in the form set forth in Schedule 4B hereto. Certificates may be endorsed with or have incorporated in the text thereof such other legends or recitals or changes not inconsistent with the provisions of this Deposit Agreement as may be required by the Depositary in respect of its obligations hereunder, or as may be required by the Depositary or the Client to comply with any Applicable Legislation or to indicate any special limitations or restrictions to which any particular Certificates are subject by reason of the date or manner of issuance of the underlying Deposited Securities or otherwise. The provisions of the Certificates evidencing A Depositary Receipts shall be binding upon the Depositary, the Company and all Holders from time to time of A Depositary Receipts, and the provisions of the Certificates evidencing A1 Depositary Receipts shall be binding upon the Depositary, the Company and all Holders from time to time of A1 Depositary Receipts;

Company Securities: means, unless the context requires otherwise, the A Shares and A1 Shares, collectively;

Commencement Date: means the date of this Deposit Agreement;

Custodian: means GTU Ops Inc., a corporation incorporated under the laws of the State of Delaware with an address at 150 Royall Street, Canton, Massachusetts 02021, and/or such other party or parties that may be appointed as Custodian hereunder;

Custody Services: means the safe custody services provided by the Custodian as set out in Schedule 2;

Deposit Agreement: means this Deposit Agreement, including all Exhibits and Schedules hereto;

Depository: means Computershare, acting in its capacity as depository in relation to the Depository Services;

Depository Receipts: means, unless the context requires otherwise, the A Depository Receipts and A1 Depository Receipts, collectively;

Depository Receipt Register: means, collectively, the register maintained by the Depository for the A Depository Receipts and the register maintained by the Depository for the A1 Depository Receipts, which together constitute the record of Holders from time to time of the Depository Receipts;

Depository Services: means the services to be rendered by the Depository as more fully described in Schedule 1;

Deposited Property: means the Deposited Securities and all and any rights and other securities, property and cash from time to time held by or for the Custodian or the Depository and attributable to the Deposited Securities;

Deposited Securities: means (i) in the case of A Depository Receipts, all A Shares from time to time registered in the name of the Custodian on behalf of the Depository in the Share Register which are to be held under the terms of this Deposit Agreement and in respect of which A Depository Receipts representing such A Shares shall be issued pursuant to the terms of this Deposit Agreement, and (ii) in the case of A1 Depository Receipts, all A1 Shares from time to time registered in the name of the Custodian on behalf of the Depository in the Share Register which are to be held under the terms of this Deposit Agreement and in respect of which A1 Depository Receipts representing such A1 Shares shall be issued pursuant to the terms of this Deposit Agreement;

DTC: means The Depository Trust Company;

Fees: means the fees from time to time payable by the Client to Computershare under this Deposit Agreement (including reasonable disbursements and out of pocket expenses) as set out in Schedule 3 to this Deposit Agreement;

Finance Act: means the UK Finance Act 1986 (as amended).

HMRC: means HM Revenue and Customs;

Holder: means the person or entity recorded in the Depository Receipt Register for the time being as the registered holder of an A Depository Receipt or an A1 Depository Receipt in the applicable Depository Receipt Register and, where the context admits, shall include a former Holder and the personal representatives or successors in title of a Holder or former Holder;

Loss and Losses: means any liability, damages, loss, costs, reasonable fees and expenses of counsel, claims, charges, payments, expenses, costs, claims, penalties, fines, fees or expenses of any kind; and any Taxes;

Parties: means collectively the Client and Computershare;

Proceedings: means any proceeding, suit or action of any kind and in any jurisdiction arising out of or in connection with this Deposit Agreement or its subject matter;

Securities Act: means the U.S. Securities Act of 1933, as amended;

Services: means collectively the Depositary Services, the Custody Services and any other services to be provided by Computershare under the terms of this Deposit Agreement;

Share Register: means the register of holders of the Company's securities to be maintained by Computershare, in its capacity as the Client's transfer agent under a separate agreement between Computershare and the Client;

Share Registrar: means the person (if any) who is appointed to maintain the Share Register and notified to the Depositary by the Company;

Taxes or Tax: means all taxes and other governmental charges, including without limitation stamp duty, stamp duty reserve tax, Transaction Taxes, and withholding, value-added, sales, business or other similar taxes, duties and charges, and interest and penalties thereon;

Tax Authority means any taxing, revenue or other authority competent to impose any liability to, or assess or collect, any Tax in any jurisdiction;

Term: means the period of time during which this Deposit Agreement is in effect as the same is more particularly described in Section 2.3 of the Agreement;

Transaction Taxes: has the meaning set out in Section 5.7 of this Deposit Agreement;

Transfer Restrictions: means any transfer restriction pertaining to the Company Securities or related Depositary Receipts imposed by the Company and/or any third party on a Holder restricting sales and other dispositions of such Company Securities or related Depositary Receipts by that Holder;

U.K.: means the United Kingdom of Great Britain and Northern Ireland; and

U.S.: means the United States of America.

- 1.2 Unless the context otherwise requires, all references to any Applicable Legislation, statute, statutory provision, rule, regulation or any requirement shall be construed as including references to any modification, consolidation or re-enactment of the provision in question for the time being in force.
- 1.3 Unless otherwise stated, a reference to a Section, sub-section, Exhibit or Schedule (including part of a Schedule) is a reference to a section, sub-section, or schedule (or any part) to this Deposit Agreement. The Schedules form part of this Deposit Agreement and shall have the same force and effect as if expressly set out in the body of this Deposit Agreement.
- 1.4 Section headings are for ease of reference only and do not affect the construction of this Deposit Agreement.
- 1.5 Except where the context otherwise requires, words denoting the singular include the plural and vice versa and words importing a gender shall include any gender.
- 1.6 References to a "person" shall be construed so as to include any individual, firm, company, corporation, business trust, estate, trust, partnership, limited liability company, association or joint venture, government, governmental subdivision, agency or instrumentality, public corporation or any other legal or commercial entity (whether or not any of the foregoing has a separate legal personality).

- 1.7 In construing this Deposit Agreement, general words shall not be given a restrictive meaning by reason of the fact that they are preceded or followed by words indicating a particular class of acts, matters or things or by particular examples intended to be embraced by the general words.
- 1.8 Any provision to the effect that the Depository shall not be liable in respect of a particular matter shall be construed to mean that the Depository shall not have any liability which the Depository might, in the absence of such a provision, incur, whether the Depository could incur such a liability: (A) under the terms of this Deposit Agreement (where such terms are express or implied by statute, law or otherwise); (B) in tort; (C) for misrepresentation; (D) for breach of trust or of any other duty imposed by law; or (E) in any other way.
- 1.9 Where the Custodian holds or will hold Company Securities on behalf of the Depository for the account of the Holders, references to Company Securities being held by, transferred to or transferred by the Depository include a reference to Company Securities being held by, transferred to or transferred by the Custodian.

2. APPOINTMENT AND TERM

- 2.1 The Client appoints Computershare to act on its behalf as Depository and Computershare accepts such appointment and shall appoint the Custodian to act as custodian, in each case, with effect from the Commencement Date.
- 2.2 The Client appoints Computershare to act on its behalf as registrar in respect of the Depository Receipts with effect from the Commencement Date, and Computershare accepts such appointment.
- 2.3 The appointment of Computershare shall continue until the termination of this Deposit Agreement under Section 18 hereof or Computershare's resignation pursuant to Section 17 hereof or Computershare's removal pursuant to Section 17.3 hereof.

3. THE SERVICES

- 3.1 Computershare shall provide the Services in accordance with the requirements from time to time of Applicable Legislation.
- 3.2 Computershare shall have no liabilities, duties or obligations to the Client or the Holders except to provide the Services (other than the Custody Services, which shall be provided by the Custodian) to the extent they are specifically set forth herein and in accordance with the requirements from time to time under Applicable Legislation. Without limiting the generality of the foregoing, Computershare shall have no liabilities, duties or obligations, including without limitation, fiduciary duties, solely by virtue of, or in a material respect due to, holding the Deposited Securities (or the Deposited Securities being held on its behalf) or the transfer of the Deposited Securities pursuant to any Holder's or the Client's instructions, except for the liabilities, duties and obligations expressly owed to Holders pursuant to the provisions hereof or under Applicable Legislation.

3.3 Computershare shall not be required to carry out any act under this Deposit Agreement, including without limitation the acceptance of Company Securities for Deposit hereunder, which Computershare considers falls into one or more of the following:

- (a) in the judgment of its legal counsel (whether internal or external), will, or would reasonably be expected to, be contrary to or breach (i) any Applicable Legislation or (ii) any requirement of any government or governmental authority, body or agency or any regulatory authority, or (iii) any provision of this Deposit Agreement; or
- (b) would reasonably be expected to cause it to suffer or incur any financial liability or any financial obligation of any kind or cause it to be liable to any person (including any liability for Taxes), except for (i) any financial liability or financial obligation (other than a liability or obligation relating to stamp duty or stamp duty reserve tax) in respect of which the Company provides written confirmation that Computershare is fully indemnified under this Deposit Agreement, and for which the Company provides a bond or advances the requisite amounts should Computershare so request, and (ii) any liability for stamp duty or stamp duty reserve tax in respect of which (a) Computershare has received evidence reasonably satisfactory to Computershare of payment of such stamp duty and/or stamp duty reserve tax in full by the Client or (b) the Client has provided cleared funds to Computershare in the full amount of such stamp duty and/or stamp duty reserve tax, and Computershare has paid the applicable tax to HMRC and has, to the extent it is reasonably available, received confirmation that such payment has been received; provided that in either such case under this clause (ii) Computershare shall have the right, prior to carrying out the relevant act under this Deposit Agreement, to receive a written opinion from the Client's UK tax advisers confirming the calculation of the amount of stamp duty and/or stamp duty reserve tax payable in connection with such act; or
- (c) in the reasonable judgment of its legal counsel (whether internal or external), will or will likely require it to have or obtain a legal status, or to obtain any license, permit, authorization, consent, approval or other permission, in any case which it does not have at the date of this Deposit Agreement; or
- (d) in the reasonable judgement of its legal counsel (whether internal or external), will or will likely require it to comply with any other Applicable Legislation, compliance with which Computershare considers, acting reasonably, is unduly onerous for it; or
- (e) which would have a material adverse impact on Computershare including a material adverse impact on its business.

In any such case Computershare may take such actions, or refrain from taking such actions, as it reasonably believes may be necessary to avoid any of the consequences under clauses (a) through (e) above, as applicable.

4. DUTIES OF THE CLIENT; REPRESENTATIONS AND WARRANTIES

4.1 The Client shall:

- (a) provide all information, data and documentation reasonably required by Computershare or its agents to properly carry out the Services, including (to the extent available to the Client) information which concerns or relates to Computershare's obligations under this Deposit Agreement;
- (b) ensure that all information, data and documentation provided by it to Computershare or its agents is accurate and complete in all material respects and not misleading; and
- (c) promptly provide any other information and assistance reasonably requested by Computershare in connection with this Deposit Agreement.

4.2 If the Client issues additional Company Securities, rights to subscribe for Company Securities, securities convertible into or exchangeable for Company Securities or rights to subscribe for any such securities, or in the event any A1 Shares, B1 Shares or B Shares are converted into A Shares, the Client shall, if reasonably requested by Computershare, provide to Computershare, in a reasonable time and at the Client's own cost, a legal opinion or legal opinions provided by legal advisers reasonably acceptable to Computershare and addressed to Computershare or in respect of which Computershare may rely in relation to securities laws, tax laws and/or other Applicable Legislation, and dealing with such other reasonable issues as may be requested by Computershare, in form and substance reasonably satisfactory to Computershare in relation to the provision of the Services, or shall reimburse Computershare's properly incurred attorneys' fees and costs in respect of obtaining such legal opinions. The scope of such requested legal opinions shall be communicated to the Client in writing by Computershare.

4.3 Computershare shall not be required to transfer Deposited Securities except to (i) any replacement depository appointed by the Client, (ii) any Holder surrendering Depositary Receipts for cancellation or (iii) Cede & Co. (for deposits of A Shares into DTC), subject in each case to compliance with the terms of this Deposit Agreement, and provided that no such transfer shall be made unless and until any Transfer Restrictions (as defined herein) shall have lapsed or otherwise will not be breached, and until all transfer requirements of Computershare have been satisfied.

4.4 The Client warrants to Computershare that any stock transfer form in the form attached hereto as Exhibit B transferring Deposited Securities to the Custodian when duly executed, meeting Computershare's standard requirements, and delivered to the Custodian or lodged with the Client's transfer agent for registration will constitute legal, valid and binding and enforceable dispositions and obligations of each respective transferor in accordance with its terms and where relevant the Articles of Association.

4.5 With the exception of those transactions involving the Depository described in this Deposit Agreement:

- (a) the Client shall give Computershare as much advance notice as reasonably practicable of any corporate action or changes to its business or capital structure during the term of this Deposit Agreement which relates to or could have a material effect on the Deposited Securities or the provision of the Services, including but not limited to the declaration or payment of dividends, any merger, reorganisation, recapitalization, rights issue, takeover, creation of different or additional share classes or share exchange; and

- (b) Computershare's obligations to process any corporate action shall be subject to a separate agreement upon terms and conditions mutually agreeable to the parties and may require the delivery of certain legal opinions addressed to Computershare, or in respect of which Computershare may rely, in forms reasonably satisfactory to Computershare and, with respect to services to be provided by Computershare that are not contemplated in this Deposit Agreement, the agreement by the Client and Computershare as to the services to be provided by Computershare in respect of the corporate action, the terms of the provision of such services and the relevant fees, and dealing with such other reasonable issues as may be requested by Computershare; and
- (c) Computershare shall not be required to convert cash dividends or other cash distributions paid on Deposited Securities into a currency other than the currency in which such dividends are paid, unless otherwise mutually agreed by the Parties.

4.6 The Client represents and warrants to Computershare that as of the date of this Deposit Agreement and at such other times as provided below:

- (a) for so long as Computershare acts as Depository, neither the Depository Receipts nor the Deposited Securities represented thereby shall, in consequence of the Company issuing Deposited Securities, the Company or any other party depositing such Deposited Securities under this Deposit Agreement, or Computershare holding the Deposited Property or issuing the Depository Receipts, or for any other reason, be subject to any registration requirements under U.S. (Federal or State) securities laws;
- (b) each Deposited Security is:
 - (i) at the date of issue and/or delivery to the Custodian and at any such time as the Client may instruct Computershare to transfer the Deposited Security to DTC's nominee (Cede & Co.) on cancellation of the Depository Receipts or, if prior to the cancellation of the Depository Receipts to any replacement depository, under its terms and conditions, and any contractual or other provisions to which it is subject, freely transferable and, in particular (but without limitation) is transferable to any such entity without restriction, free from any equity, set-off or counter-claim between the Client and any Holder or former Holder;
 - (ii) at the date of deposit, duly authorized, validly issued and outstanding, fully paid and non-assessable, free of any pre-emptive or similar rights, free and clear of any lien, encumbrance, security interest, charge, mortgage or adverse claim, identical in all respects to each other Deposited Security of the same class;
 - (iii) at the date of deposit, either (x) duly registered under each of the Securities Act and the Securities Exchange Act of 1934, as amended (the "**Exchange Act**") pursuant to effective registration statements filed under each such Act, or (y) exempt from the registration requirements of the Securities Act and the Exchange Act; and

(iv) at the date of deposit, in compliance with all applicable state securities laws, and all appropriate state securities law filings with respect to such Deposited Security have been made or a valid exemption from such filing requirements is applicable;

(c) each Depository Receipt is at any such time as (i) any Holder may instruct Computershare to transfer the Depository Receipts, or (ii) the Client may instruct Computershare to transfer the Deposited Property underlying the Depository Receipts to a replacement depository nominated by the Client, under its terms and conditions, and any contractual or other provisions to which it is subject, freely transferable and, in particular (but without limitation) is transferable to any such entity without restriction, free from any equity, set-off or counter-claim between the Client and any Holder or former Holder, but subject to the Transfer Restrictions applicable thereto; and

(d) the Company will promptly notify Computershare in the event any of the representations or warranties in this Section 4.6 should become incorrect.

4.7 Without limitation to the generality of Section 4.2, on or prior to the date of this Deposit Agreement, and from time to time thereafter in the event the Company or any "affiliate" of the Company as defined in Rule 144 under the Securities Act proposes to deposit any Company Securities under this Deposit Agreement, the Client shall, at the Client's own cost, provide a legal opinion or legal opinions from legal advisers reasonably acceptable to Computershare, in form and substance reasonably satisfactory to Computershare and addressed to Computershare or in respect of which Computershare may rely, stating that that the issuance of Company Securities to be deposited hereunder, the deposit of such Company Securities with the Depository and the issuance of the Depository Receipts representing such Company Securities do not require registration under the Securities Act or are exempt from registration under the provisions of the Securities Act, and dealing with such other issues as may be reasonably requested by Computershare.

5. TAXES

5.1 The Parties consider that neither stamp duty reserve tax nor stamp duty should apply under the Finance Act to the issue of the Depository Receipts insofar as such issuance forms part of an arrangement to issue chargeable securities to a clearance service or depository receipt system pursuant to the Finance Act.

5.2 The Client warrants to Computershare that:

(a) [Reserved]

(b) prior to the date of this Deposit Agreement, Ropes & Gray International LLP (the "**Legal Adviser**"), on behalf of the Client has delivered a legal opinion to the Client, which shall be co-addressed to the Depository or on which the Depository can rely, which opines that none of the consummation of the transactions contemplated by this Deposit Agreement will give rise to United Kingdom stamp duty and/or stamp duty reserve tax whether payable by either the Depository or the Custodian, and that such opinion has not been amended or revoked (the "**Opinion**");

- (c) that the Legal Adviser has advised the Client that clearance applications confirming that there is no potential liability for stamp duty and/or stamp duty reserve tax in respect of any of the transactions contemplated by the Depositary and or the Custodian under this Deposit Agreement are not required to be made to HMRC; and
 - (d) that in connection with any additional deposits of Company Securities made after the date of this Deposit Agreement, prior to the effective date of such deposit, the Legal Advisers will provide the legal opinion specified in Section 5.2(b) hereof and advise the Client as specified in Section 5.2(c) hereof.
- 5.3 The Client undertakes to Computershare to notify Computershare promptly in writing in the event that any of the warranties set out in Section 5.2 is incorrect or not being met. In the event that Section 5.2 is no longer correct, Computershare reserves the right to immediately terminate this Deposit Agreement.
- 5.4 In the event that any charge to stamp duty or stamp duty reserve tax is payable by Computershare in connection with the deposit of any Company Securities, the issuance of Depositary Receipts or any other transactions contemplated by this Deposit Agreement or pursuant to any instruction given to Computershare, Computershare shall not be required to accept such deposit of Company Securities, to issue Depositary Receipts, enter into such transaction or execute such instruction, in each case unless and until the Client shall have first either furnished evidence of payment of any and all stamp duty reserve tax and/or stamp duty owing in connection therewith (in a form acceptable to Computershare) or Computershare has been funded in full with cleared funds in the amount of such stamp duty reserve tax or stamp duty, and Computershare has paid the applicable tax to HMRC and has received confirmation that such payment has been received. Section 5.6 and Sections 6.2 to 6.4 apply to this Section 5.4 and 'Fees' should be read to include the payment of stamp duty reserve tax or stamp duty as described herein. In the absence of (i) evidence satisfactory to Computershare of payment of such stamp duty and/or stamp duty reserve tax in full by the Client or (ii) receipt of cleared funds from the Client as provided above, Computershare reserves the right to take any reasonable action, or reasonably omit to take any action, in each case, where such action or omission would result in Computershare avoiding any liability for stamp duty reserve tax or stamp duty. If Computershare is refunded or otherwise receives back any stamp duty which was previously paid or funded on its behalf by the Client, Computershare may use such amount to discharge any outstanding liability and refund the balance to the Client.
- 5.5 In addition to any rights and remedies to which Computershare is entitled under Section 5.4, to the extent that Computershare (or its nominee) is accountable for and/or primarily liable and is required to pay for stamp duty reserve tax (or stamp duty) pursuant to the Finance Act (or otherwise under other UK enactments or regulations), in respect of any chargeable securities transferred or issued to, or appropriated by, Computershare, pursuant to this Deposit Agreement, each Holder agrees that where such Holder is to issue or transfer or ensure the transfer to Computershare of Company Securities in relation to which Computershare will issue Depositary Receipts, the Holder shall, before such issue, transfer or appropriation, pay to Computershare in cleared funds, or to HMRC on behalf of Computershare, an amount equal to the stamp duty reserve tax (or stamp duty) for which Computershare is liable in respect of such transfer, issue or appropriation, if any.

- 5.6 In addition to the foregoing, all fees and other sums payable by the Client under this Deposit Agreement are exclusive of all Taxes, and the Client shall, in addition to any Fees, pay any Taxes due thereon so that the net amount received by Computershare is not less than the amount which Computershare would have received had no such Taxes been due, and shall promptly deliver to Computershare all official receipts evidencing payment of such Taxes.
- 5.7 Notwithstanding anything to the contrary contained herein, the Client is responsible for all taxes, levies, duties, and assessments levied on the services provided under this Deposit Agreement (other than taxes relating to Computershare's personnel, and taxes based on Computershare's net income or gross revenues from the services provided hereunder) (collectively, "**Transaction Taxes**"). Computershare shall be responsible for collecting and remitting Transaction Taxes in all jurisdictions in which Computershare is registered to collect such Transaction Taxes. Computershare shall invoice Client for such Transaction Taxes that it is obligated to collect upon the furnishing of services hereunder. Computershare shall timely remit to the appropriate governmental authorities all such Transaction Taxes that Computershare collects from Client. To the extent that Client provides Computershare with valid exemption certificates, direct pay permits, or other documentation that exempts Computershare from collecting Transaction Taxes from Client, invoices issued for services provided after Computershare's receipt of such certificates, permits, or other documentation will not reflect exempted Transaction Taxes.
- 5.8 Computershare warrants to the Client that, as of the date hereof:
- (a) Computershare is a company, or other person, whose business is or includes issuing depository receipts for relevant securities (for the purposes of sections 67(6) of the Finance Act) and chargeable securities (for the purposes of 93(2) of the Finance Act); and
 - (b) the Custodian is a company whose business is exclusively that of holding relevant securities and chargeable securities as nominee or agent for Computershare for the purposes of such part of the business of Computershare as consists of issuing depository receipts for relevant securities and for chargeable securities (in the event that the business of Computershare does not consist exclusively of that) for the purposes of sections 67(6) and 93(3) of the Finance Act.

6. FEES AND EXPENSES PAYABLE BY THE COMPANY

- 6.1 The Client shall pay Computershare the Fees in respect of the Services provided by Computershare in accordance with this Section 6 and Schedule 3.
- 6.2 Interest is payable on the balance of any overdue invoice, not otherwise disputed in good faith, at a monthly rate equal to 1 ½%. Interest shall be calculated daily, on the outstanding balance, from the date of such invoice until receipt by Computershare of the Client's payment in cleared funds.

- 6.3 Notwithstanding the right to charge interest under Section 6.2, if the Client fails to (i) pay the Fees not otherwise disputed in good faith within 90 days after delivery of Computershare's invoice or (ii) timely pay the undisputed portions of two consecutive invoices, such failure shall constitute a material breach of this Deposit Agreement by Client. Notwithstanding any terms to the contrary elsewhere in this Deposit Agreement, Computershare may immediately terminate this Deposit Agreement for such material breach and shall not be obligated to provide Client with 30 days to cure such breach or any prior notice of termination.
- 6.4 Failure to make payment in accordance with Section 6.1 constitutes a breach of contract and notwithstanding any rights which Computershare may have under Sections 6.2 and 6.3, all other rights or remedies (either contractual or otherwise as may arise by common law or statute) of Computershare are reserved.
- 7. FORM, ISSUE AND TRANSFER OF DEPOSITARY RECEIPTS**
- 7.1 The Depositary shall only issue and transfer Depositary Receipts as contemplated by this Deposit Agreement. Each Holder hereby agrees that it shall provide to the Depositary within a reasonable period prior to requesting the Depositary to issue or transfer Depositary Receipts with the information that the Depositary reasonably requires to allow the Depositary to comply with Applicable Legislation.
- 7.2 Company Securities shall be deposited hereunder by the issuance or transfer of such Company Securities to the Custodian on behalf of the Depositary. Upon such deposit, subject to the provisions of this Deposit Agreement, the Depositary shall issue to the person for whose account the deposit was made such number of A Depositary Receipts or A1 Depositary Receipts, as applicable, that represent the number of Company Securities so deposited.
- 7.3 The Depositary shall maintain, at an office which may, but need not be, the Depositary's registered office, a separate register in respect of each of the A Depositary Receipts and the A1 Depositary Receipts for the registration, registration of transfer, combination and split-up of such Depositary Receipts, and facilities for the delivery and receipt of such Depositary Receipts. The register for the A Depositary Receipts shall at reasonable times be open for inspection by the Holders of A Depositary Receipts and the register for the A1 Depositary Receipts shall at reasonable times be open for inspection by the Holders of A1 Depositary Receipts, in each case solely for the purpose of communicating with other Holders of the applicable class of Depositary Receipts in the interest of the business of the Company or a matter relating to this Deposit Agreement. The Depositary may close any such register at any time or from time to time when deemed expedient by it.
- 7.4 Depositary Receipts shall be issued on the terms and conditions set forth or referred to in or prescribed pursuant to this Deposit Agreement, as from time to time amended.

- 7.5 Title to a Depositary Receipt shall be evidenced by entry on the Depositary Receipt Register. The Depositary, notwithstanding any notice to the contrary, may treat the person in whose name a Depositary Receipt is registered on the Depositary Receipt Register as the absolute owner thereof for all purposes and neither the Depositary nor the Company will have any obligation or be subject to any liability under this Deposit Agreement to any holder of a Depositary Receipt, unless such holder is the Holder thereof.
- 7.6 Receipt by the Depositary of the following at the specified address of the Depositary or as may be otherwise required by the Depositary from time to time:
- (a) an instruction from or on behalf of the Holder setting out the person(s) to whom a specified number of Depositary Receipts will be transferred (the "**Recipient**") (in a form acceptable to the Depositary and including a Medallion Signature Guarantee);
 - (b) the relevant Certificate(s) accompanied by such additional evidence of the entitlement of the Holder to the relevant Depositary Receipts as the Depositary may reasonably require; and
 - (c) the payment of such fees, taxes, duties, charges and expenses as may be required under this Deposit Agreement;
- shall be deemed to constitute an irrevocable instruction to the Depositary to:
- (d) record the transfer of the relevant Depositary Receipts to the Recipient in the Depositary Receipt Register in accordance with Section 7.3;
 - (e) issue a Certificate in the name of the Recipient(s) in respect of the transferred Depositary Receipts; and
 - (f) update its records to record that the relevant Deposited Property is held for the account of the Recipient (or require the Custodian to do so).
- 7.7 The Depositary shall be entitled to refuse to accept for transfer any Depositary Receipts or suspend the registration of transfer of Depositary Receipts if:
- (a) it reasonably believes that transfer would result in violation of Applicable Legislation; or
 - (b) if any such action is deemed necessary or advisable by the Depositary in good faith; or
 - (c) if any presentation of a transfer fails to meet applicable transfer requirements or is otherwise inconsistent with industry standards.

- 7.8 The Depository shall not be bound to enquire whether any transactions in Depository Receipts are in progress, or in the process of being transferred, before deciding to suspend the registration of transfer of Depository Receipts in accordance with Section 7.7 and shall incur no liability to the Client, any Holder or potential Holder or Recipient by reason of such suspension.
- 7.9 Neither the Company nor the Depository shall arrange for Depository Receipts to be admitted to any stock exchange or quoted or permitted to be dealt in or on any other market.
- 7.10 Depository Receipts have not been registered under the Securities Act or any other securities legislation of any jurisdiction and may not be offered, sold, pledged, or otherwise distributed or transferred except pursuant to an effective registration statement under the Securities Act or pursuant to an exemption from registration under the Securities Act. The Depository shall be under no obligation to arrange for any registration or similar requirement under the Securities Act or any other securities legislation or Applicable Legislation of any jurisdiction. The Company shall provide to the Depository in writing the legend(s) to be affixed to the Depository Receipts, which legends shall (i) be in a form reasonably satisfactory to the Depository and (ii) contain the specific circumstances under which the Depository Receipts may be transferred. In the event that any Deposited Securities contain a stock legend describing the conditions of any Transfer Restrictions, the Company and the Depository shall ensure that the Depository Receipts representing such Deposited Securities shall contain a stock legend replicating the conditions of the relevant Transfer Restrictions. The Depository Receipts shall not be eligible for inclusion in any book-entry settlement system, including, without limitation, DTC.
- 7.11 Depository Receipts may be cancelled by the Depository pursuant to Sections 9 and 10 and, so far as the Depository considers appropriate, in the circumstances contemplated in Sections 11.2, 14.2, 15.12 and 15.14.
- 7.12 If a Certificate issued to a Holder is:
- (a) damaged or defaced; or
 - (b) reported to be lost, stolen or destroyed,
- that Holder is entitled to be issued with a replacement certificate by the Depository, provided the Depository has no notice that such Certificate has been acquired by a bona fide purchaser, if the Holder:
- (x) returns the certificate which is to be replaced to the Depository if it is damaged or defaced; and
 - (y) in all cases, provides an open penalty surety bond meeting the Depository's requirements.
- 7.13 As a condition to any offer, sale, pledge or other distribution, disposition or transfer of any Depository Receipts, the transferor of such Depository Receipts shall provide at the Depository's request a legal opinion of U.S. counsel, in form and substance reasonably satisfactory to the Depository, to the effect that the Depository Receipts may be offered and sold without registration under the Securities Act pursuant to an applicable exemption from the registration requirements thereof, and dealing with such other reasonable legal issues, including, without limitation, matters of local law, as may be requested by the Depository. Any transferee of the Depository Receipts will be deemed to become a party to and be bound by the provisions of this Deposit Agreement.

8. DEPOSITED PROPERTY; REPRESENTATIONS AND WARRANTIES

- 8.1 Each person depositing Company Securities and to whom Depositary Receipts are to be issued or transferred pursuant to this Deposit Agreement and each Holder shall be bound as a holder by the provisions of this Deposit Agreement and shall be required to give such warranties and certifications to the Depositary as the Depositary may reasonably require. Each person depositing Company Securities and to whom Depositary Receipts are to be issued pursuant to this Deposit Agreement and each Holder shall be deemed to represent and warrant that the Company Securities which are transferred or issued to the Custodian, with respect to which Depositary Receipts are to be issued or are so issued, are duly authorized, validly issued and outstanding, fully paid up, non-assessable and legally obtained by the person depositing such Company Securities and the person to whom Depositary Receipts are to be issued, all pre-emptive and comparable rights, if any, with respect to such Company Securities have been validly waived or exercised, such person is duly authorized to deposit such Company Securities under this Deposit Agreement and has effected a legal, valid and binding disposition of such Company Securities to the Depositary or the Custodian, such Company Securities are being transferred or, as the case may be, issued free and clear of all liens, charges, encumbrances, security interests, adverse claims or other third party interests, that such transfers or, as the case may be, such issues of Company Securities to the Custodian are not in contravention of the Articles of Association of the Company or of any contractual obligation binding on such person or the person making the transfer or of any Applicable Legislation or order binding on or affecting such person or the person making the transfer, and to the extent such person is an "affiliate" of the Company as such term is defined in Rule 144 under the Securities Act, that at the time of any transfer, sale or other disposition of such Company Securities or the Depositary Receipts representing such Company Securities (i) the Company Securities will be duly registered pursuant to an effective registration statement under the Securities Act or (ii) all of the provisions of Rule 144 under the Securities Act which enable the Company Securities to be freely sold (in the form of Depositary Receipts) will be fully complied with and, in either case, none of the Depositary Receipts representing such Company Securities will be "restricted securities" as defined in Rule 144 upon the sale thereof. The Depositary shall be entitled to refuse to accept Company Securities for deposit hereunder (i) whenever it is notified in writing by the Company that the Company has restricted the transfer thereof to comply with ownership restrictions under Applicable Legislation; (ii) if it reasonably believes that any relevant transfer is invalid or ineffective to pass title in Company Securities under any Applicable Legislation; (iii) if the Depositary is notified by or on behalf of the Company that such deposit or the issue of Depositary Receipts pursuant to this Deposit Agreement would or might result in the contravention of any Applicable Legislation; or (iv) if such deposit fails to comply with any applicable requirements of this Deposit Agreement or with such requirements as the Depositary may establish consistent with this Deposit Agreement.

- 8.2 In acting hereunder the Depository shall have only those duties, obligations and responsibilities expressly undertaken by it in this Deposit Agreement and does not assume any relationship of trust for or with the Holders or any other person.
- 8.3 Subject to the Depository's receipt of any legal opinions requested in accordance with Section 4.5(b) of this Deposit Agreement and such other arrangements and agreements as the Depository may reasonably require, the Depository shall to the extent practicable, pass on, or exercise on behalf of, and shall instruct the Custodian to the extent practicable, to pass on to, or exercise on behalf of, the relevant Holder(s) all rights and entitlements which it or the Custodian receives in respect of Deposited Securities in accordance with this Deposit Agreement, subject to the following:
- (a) Any such rights or entitlements to cash distributions will, to the extent permissible and practicable, be distributed to Holders on an averaged or other practicable basis, subject to appropriate adjustments for taxes withheld and deduction of the Depository's and/or its agents' fees and expenses. Any cash distributions will be distributed to Holders in the currency in which such distributions are paid.
 - (b) Any such rights or entitlements to information, to make choices and elections, and (in the case of A Depository Receipts only) to attend and vote at meetings of shareholders shall, subject to the other provisions of this Deposit Agreement, be passed on to the relevant Holder(s) upon being received by the Custodian in the form in which they are received by the Custodian together with such amendments and such additional documentation as are received by the Custodian and such additional documentation as the Depository may deem necessary to effect such passing on.
 - (c) Any such rights or entitlements to scrip dividends, to bonus issues or arising from capital reorganizations shall be passed on to the relevant Holder(s):
 - (i) by means of the consolidation, sub-division, cancellation and/or issue of Depository Receipts to reflect the consolidation, sub-division and/or cancellation of the underlying Deposited Securities or the issue of additional Depository Receipts to the relevant Holder(s) to reflect the issue of additional Company Securities to the Custodian; and
 - (ii) in either case promptly following such consolidation, sub-division and/or cancellation or issue of such Company Securities as the case may be.
 - (d) If arrangements are made which allow a Holder to take up any rights in Company Securities requiring further payment from a Holder, such Holder must, if it wishes the Depository to exercise such rights on its behalf, provide the Depository with cleared funds before the relevant payment date or such other due date that the Depository may notify the Holders in respect of such rights. The Depository will inform the Holder of such arrangement and of the amount of cleared funds needed in order to exercise such rights.
 - (e) The Depository will not exercise voting rights (in the case of A Depository Receipts) or choices or elections, or otherwise exercise discretion in connection with any distributions or corporate actions in the absence of express instructions from the relevant Holder.

- (f) Unless the Depositary notifies the Holders of A Depositary Receipts otherwise, any instructions to vote (together with any funds required to be paid in carrying out any such action) must reach the Depositary (in writing) at least five Business Days before the meeting in question or as otherwise advised to the Holder by the Depositary in writing.
- (g) The Depositary may in such circumstances as it considers appropriate, including without limitation in connection with the operation of arrangements for enabling Holders of A Depositary Receipts to exercise or direct the exercise of voting rights attaching to A Shares, and/or the rights of Holders of both A Depositary Receipts and A1 Depositary Receipts to receive information from or relating to the Company, provide to the Company or any agent of the Company details of the identity of the Holder and the number or amount of Depositary Receipts held by such Holder on any relevant date.
- (h) The Depositary shall re-allocate any Company Securities or distributions which are allocated to the Custodian and which arise automatically out of any right or entitlement to Deposited Securities to Holders pro-rata to the Deposited Securities held for their respective accounts provided that the Depositary shall not be required to account for any fractions of shares or fractions of one cent arising from such re-allocation.
- (i) Any other rights or entitlements shall be passed on to Holders in such manner and by such means as the Depositary shall in its reasonable discretion determine.

Notwithstanding the foregoing, to the extent that the Depositary determines in its discretion that it is not reasonably practicable to pass on any distribution to the Holders or any Holder, as applicable, the Depositary shall promptly notify the relevant Holder(s) in writing and shall endeavor to consult either with the Company (in the event of the inability to pass on the distribution applies to all of the Holders) or with the applicable Holders (in the event the inability to pass on the distribution applies only to certain Holders), in each case to the extent such consultation is practicable, and following such notification and (if applicable) consultation, the Depositary may (i) sell any securities or other property received in connection with such distribution and pass on the net proceeds of such sales to the Holders or (ii) make such distribution as it so deems practicable, including the distribution of securities or property (or appropriate documents evidencing the right to receive foreign currency, securities or property) or the retention thereof as Deposited Securities with respect to such Holders' Depositary Receipts (without liability for interest thereon or the investment thereof).

- 8.4 The Depositary will not be bound by or compelled to recognize or take notice of, nor to see to the carrying out of, any express, implied or constructive trust or other interest in respect of the Deposited Property, or any mortgage, charge, pledge or other claim in favor of any other person (other than rights of the Holders in the Deposited Property pursuant to or in consequence of this Deposit Agreement) in the Deposited Property, even if the Depositary has actual or constructive notice of such trust, interest or claim. A receipt from a Holder (or from a Holder's personal representatives or nominated transferee in accordance with Section 9) for Depositary Receipts will free the Depositary from responsibility to any such other person in respect of any such interest. The Depositary need not address nor act upon any notice it receives of the right, title, interest or claim of any other person to an interest in the Deposited Property, except where the interest is conferred by operation of law, but shall forward a copy of any such notice to the Company within a commercially reasonable time.

8.5 If any governmental or administrative authorisation, consent, registration or permit or any report to any governmental or administrative authority is required in order for the Depository to receive Company Securities to be deposited hereunder and/or for Depository Receipts representing the same to be issued pursuant to this Deposit Agreement, or in order for Company Securities or other securities or property to be distributed or to be subscribed or acquired in accordance with the provisions prescribed in or pursuant to this Deposit Agreement, subject to the prior consent of the Depository (which shall not be unreasonably withheld) the prospective Holder shall apply at its own cost for such authorisation, consent, registration, or permit or file such report within the time required. The Depository may apply reasonable conditions to the provision of its consent. The Depository shall not be bound to issue or transfer Depository Receipts or distribute, subscribe or acquire Company Securities or other property if such authorisation, consent, registration, permit or such report required to be obtained or filed in respect thereof has not been obtained or filed, as the case may be, and the Depository shall have no duties to obtain any such authorisation, consent, registration or permit or to file any such report except in circumstances where the same may only be obtained or filed by the Depository and only without unreasonable burden or expense, except for any expense which has been fully pre-paid and/or advanced by the Client in an amount reasonably required by the Depository.

8.6 Voting; Consents and Proxies.

- (a) Subject to the next sentence, as soon as practicable after receipt of notice of any meeting at which the Holders of Deposited Securities are entitled to vote, or of a solicitation of consents or proxies from holders of Deposited Securities, the Depository shall fix a record date for the Depository Receipts (the "**Record Date**"), which shall be as near as practicable to the record date fixed by the Company, in respect of such meeting or solicitation. Either the Company or the Depository, if requested by the Company in writing in a timely manner (the Depository having no obligation to take any further action if the request shall not have been received by the Depository of at least 30 days' prior to the date of such vote or meeting), shall distribute by mail, or such other means and manner as may be mutually agreed between Depository and the Company, at the Company's expense and provided no legal prohibitions exist: to the Holders of record on the Record Date, (i) such information as is contained in such notice of meeting or in the solicitation materials, (ii) a statement that each such Holder at the close of business on the Record Date will be entitled, subject to any Applicable Legislation, the Company's constituent documents and the provisions of or governing the Deposited Securities, to provide voting instructions to the Depository as to the exercise of the voting rights pertaining to the Deposited Securities represented by their respective Depository Receipts, and (iii) a brief statement as to the manner in which voting instructions may be given to the Depository. Upon the actual receipt by the Depository of the written instructions of a Holder of record on the Record Date, in the manner and on or before the date established by the Depository for such purpose, the Depository shall endeavour, insofar as practicable and permitted under Applicable Legislation, the provisions of the Company's constituent documents and the provisions of or governing the Deposited Securities, to cause the Deposited Securities to be voted on in accordance with such instructions. Each Holder shall, for the avoidance of doubt, only be entitled to provide voting instructions in respect of each whole (and not fractional) Deposited Security represented by the Depository Receipts held by such Holder on the applicable Record Date.

(b) Neither the Depositary nor the Custodian shall exercise any discretion as to voting and neither the Depositary nor the Custodian shall vote or attempt to exercise the right to vote the Company Securities or other Deposited Securities represented by Depositary Receipts except pursuant to and in accordance with voting instructions from Holders given in accordance with Section 8.6(a). Deposited Securities for which no specific voting instructions are received by the Depositary from the Holder shall not be voted by the Depositary.

8.7 Deposited Securities shall be held by the Custodian on behalf of, and as nominee for, the Depositary for the benefit of Holders of Depositary Receipts (to the extent not prohibited by Applicable Legislation) at such place or places or in such manner as the Depositary shall (acting reasonably) determine.

8.8 Each of the Company, each person depositing Company Securities and to whom Depositary Receipts are to be issued pursuant to this Deposit Agreement, and each Holder, hereby represents and warrants to, and agrees with, each of the other parties that it is such Party's intent that beneficial and equitable ownership rights and interests in the Deposited Property underlying any Depositary Receipts held by any Holder will be vested exclusively in the Holders of the Depositary Receipts representing the Deposited Property and no equitable ownership rights or interests in such Deposited Property shall vest with the Depositary or the Custodian.

8.9 Subject to the Depositary's rights under this Deposit Agreement, including without limitation the right to sell Deposited Property as provided in the relevant sections hereof, the Depositary confirms that the Deposited Property is not reported as an asset of the Depositary on its financial statements.

9. WITHDRAWAL OF DEPOSITED PROPERTY

9.1 The Holder may request withdrawal of, and the Depositary shall thereupon relinquish, the Deposited Property underlying any Depositary Receipts upon receipt of the relevant Certificate(s) by the Depositary at the specified address of the Depositary or as otherwise agreed and any such additional evidence of the entitlement of the Holder to the relevant Depositary Receipts as the Depositary may reasonably require, accompanied by:

(a) a duly executed order with a Medallion Signature Guarantee (in a form approved by the Depositary) requesting the Depositary to cause the Deposited Property being withdrawn to be delivered to the specified address of the Custodian, or (at the request, risk and expense of the Holder and only if permitted by Applicable Legislation from time to time) at the specified office of the Depositary or to the person(s) designated in such order or as otherwise agreed;

- (b) the payment of such fees, taxes, duties, charges and expenses as may be required under this Deposit Agreement; and
- (c) such proof, certificates and representations and warranties as to matters of fact, including, without limitation, as to such person's identity and such further documents and information as the Depositary may deem reasonably necessary, appropriate or otherwise desirable for the administration or implementation of this Deposit Agreement in accordance with Applicable Legislation.

9.2 Upon the production of such documentation and the making of such payments in accordance with Section 9.1, the Depositary will direct the Custodian, to deliver at the specified office of the Depositary, or to the order in writing of the person(s) designated in the accompanying order:

- (a) evidence of a transfer in respect of the relevant Deposited Property by the Custodian, and accompanied by such instruments of transfer in blank or to the person or persons specified in the order for withdrawal and such other documents, if any, as are required by law for the transfer thereof and as appropriate, evidence of the cancellation of the relevant Depositary Receipts; and
- (b) all other property forming part of the relevant Deposited Property attributable to Depositary Receipts, accompanied, if required by the Articles of Association or Applicable Legislation, by one or more duly executed endorsements or instruments of transfer in respect thereof,

PROVIDED THAT THE DEPOSITARY (AT THE REQUEST, RISK AND EXPENSE OF ANY HOLDER SO SURRENDERING A DEPOSITARY RECEIPT) MAY DELIVER OR CAUSE THE CUSTODIAN TO DELIVER THE ITEMS REFERRED TO IN SECTIONS 9.2(A) AND 9.2(B) AT SUCH OTHER PLACE OR TO SUCH OTHER PERSON AS MAY BE DESIGNATED BY THE SURRENDERING HOLDER IN THE RELEVANT ORDER.

9.3 In respect of such transfer of Deposited Property:

- (a) the Depositary shall be entitled to deliver to the transferee (the "**Transferee**"), in lieu of the relevant Deposited Securities to which the Transferee is entitled, any securities into which such Deposited Securities have been converted, sub-divided or consolidated, any securities which are substituted by the Company for such Deposited Securities or any proceeds and/or securities received or issued in lieu of such Deposited Securities as a result of any corporate event or transaction of or affecting the Company; and

- (b) without prejudice to the generality of Section 9.3(a), where the Depositary has at the direction of the Holder tendered, exchanged or otherwise conveyed Deposited Securities to a third party pursuant to a tender offer, exchange offer or other transaction, the Depositary shall deliver to the Transferee in question the proceeds and/or securities received in respect of the tendered, exchanged or otherwise conveyed Deposited Securities underlying the Depositary Receipts being withdrawn, in lieu of such Deposited Securities;

in each case as soon as practicable following receipt if the same have not been received by the effective date of the Transfer.

- 9.4 Notwithstanding any other provisions of this Section 9, the Depositary shall not be required to make arrangements for the transfer of Company Securities during any period when the Share Register (or applicable portion thereof) or the Depositary Receipt Register is closed.
- 9.5 Deposited Property shall be delivered by the Depositary to any person only under the circumstances expressly contemplated in this Deposit Agreement, and the Depositary shall not be liable to a Holder or a Transferee if, under the terms hereof, any Deposited Property is not or cannot be delivered to or to the order of a Transferee.
- 9.6 The Holders shall be liable for any reasonable and documented costs (which shall include, but shall not be limited to, any applicable notary fees) incurred in carrying out a transfer of Depositary Receipts and each Holder agrees to indemnify the Depositary for any such costs incurred and the Depositary shall not be obliged to effect any transfer unless it has been provided cleared funds for such costs to its reasonable satisfaction.
- 9.7 The Depositary shall only be obliged to deliver Company Securities or other Deposited Property to the extent Company Securities or such other Deposited Property are then held by the Custodian or the Depositary or by their respective agents under this Deposit Agreement.
- 9.8 Notwithstanding the withdrawal of Deposited Securities under this Section 9, income distributions attributable thereto shall be governed by Section 8.
- 9.9 Any person requesting cancellation of Depositary Receipts may be required by the Depositary to furnish it with a legal opinion by U.S. legal counsel reasonably acceptable to Computershare to the effect that such Depositary Receipts and the Company Securities represented thereby may be offered and sold without registration under the Securities Act pursuant to an applicable exemption from the registration requirements thereof, and dealing with such other reasonable issues as may be requested by Computershare.
- 9.10 All Certificates surrendered to the Depositary shall be cancelled by the Depositary. The Depositary is authorized to destroy Certificates so cancelled in accordance with its customary practices or Applicable Legislation.

10. COMPULSORY WITHDRAWAL

10.1 If it shall come to the notice of the Depositary, or if the Depositary shall have reason to believe, that any Depositary Receipts:

- (a) are owned directly or beneficially by any person in circumstances which, in the reasonable opinion of the Depositary, might result in the Depositary or the Custodian suffering any material losses (including tax losses) for which it is not indemnified under this Deposit Agreement, or pecuniary, fiscal or material regulatory disadvantage or any other material burden or disadvantage which it might not otherwise have suffered;
- (b) are owned directly or beneficially by, or otherwise for the benefit of, any person in breach of any Applicable Legislation or so as to result in ownership of any Company Securities exceeding any limit under, or otherwise infringing, the Articles of Association or Applicable Legislation or the terms of issue of Company Securities;
- (c) are owned directly or beneficially by, or otherwise for the benefit of, any person who fails to furnish to the Depositary such proof certificates and representations and warranties as to matters of fact, including, without limitation, as to his identity, as the Depositary may reasonably require for the administration or implementation of this Deposit Agreement in accordance with Applicable Legislation;
- (d) are held by a Holder who has failed to duly perform within a reasonable time determined by the Depositary any material obligation to the Depositary or a Custodian imposed upon him by virtue of this Deposit Agreement or any other agreement to which such Holder and the Depositary are parties or any instrument by which such Holder is bound with respect to Depositary Receipts; or
- (e) are held on behalf of a Holder or Holders representing Company Securities of such value as to require the Depositary or Custodian, under Applicable Legislation, to make a mandatory offer for other Company Securities,

then the Holder shall be deemed, at the election of the Depositary to have requested the cancellation of his Depositary Receipts(s) and the withdrawal of the Deposited Securities represented by his Depositary Receipts(s).

10.2 If any regulatory authority refuses to approve the holding by the Depositary or the Custodian of Company Securities at or above a certain level, and requires the Depositary or Custodian to divest itself of some or all of Company Securities held by it, then:

- (a) the Depositary will consult with the Company as to what action it proposes to take; and
- (b) a Holder or Holders (as appropriate) will be deemed to have requested the cancellation of their Depositary Receipts and the withdrawal of Company Securities represented by those Depositary Receipts in excess of that level.

In deciding what action to take the Depositary will start from the presumption that all Holders should have their Depositary Receipts cancelled proportionally, but this presumption may be departed from in any particular case if, in the Depositary's reasonable view, the circumstances make it appropriate to do so.

10.3 On the Holder being deemed to have requested the withdrawal of the Deposited Securities represented by his Depositary Receipts pursuant to any of Sections 10.1 or 10.2, the Depositary shall make such arrangements to the extent practicable and permitted by Applicable Legislation for the delivery of the Deposited Property represented by the Holder's Depositary Receipts to the Holder as the Depositary shall think fit. Without limitation, the Depositary may:

- (a) arrange for such Depositary Receipts to be cancelled and for the Deposited Property represented thereby to be transferred to such Holder; or
- (b) if transfer to the Holder in accordance with (a) above is not reasonably practicable, in its absolute discretion, liquidate all or part of the Deposited Property and deliver the net proceeds in respect thereof to the Holder.

11 FEES AND EXPENSES PAYABLE BY HOLDERS

11.1 The Depositary shall be entitled to charge Holders in respect of the provision of its services under this Deposit Agreement the fees and expenses notified from time to time and not payable by the Company hereunder.

11.2 If any fees, costs, taxes, duties or charges shall become payable by or on behalf of the Custodian or the Depositary with respect to any Depositary Receipts or any part of the Deposited Property, including without limitation the issuance, holding, or transfer thereof, or any income, distribution or capital or other payment arising from any of the foregoing or any proceeds of the sale thereof, without prejudice of the terms of this Deposit Agreement such fees, taxes, duties or charges shall be paid by the Holder thereof to the Depositary. The Depositary may refuse to effect any registration of Depositary Receipts or any withdrawal of the underlying Deposited Securities until such payment is made. The Depositary may also deduct from any income, distributions or capital or other payment on or in respect of, or arising from, Deposited Securities, or may sell by public or private sale for the account of the Holder thereof all or any part of such Deposited Property, provided that such Holder has failed to pay such amounts within three (3) days after the Depositary provides reasonable notice to the Holder of its intent to make such deduction or sale, and the Depositary may apply such deduction or the proceeds of any such sale in payment of such tax or other governmental charge. The Holder shall remain liable for any deficiency. Upon any such sale, the Depositary shall, if appropriate, reduce the number of Depositary Receipts evidenced by any Certificate held by such Holder to reflect any such sale and shall distribute the net proceeds of any such sale or the balance of any such property after deduction of such tax or other governmental charge to the Holder. If any governmental, regulatory or court consent needs to be obtained prior to the delivery of the Deposited Property or the net proceeds thereof to the Holder, the Depositary need not obtain any such consent and shall make such arrangements with respect to the Deposited Property or the net proceeds thereof as it shall see fit.

12. INSTRUCTIONS

12.1 The Client and each Holder acknowledge and agree that Computershare shall be entitled without further verification to accept, execute, rely upon or otherwise act upon any certificate or any written instructions or information received from the Client or a Holder (or any person who Computershare reasonably believes is acting on behalf of or is otherwise authorized by the Client or a Holder), including any instructions or information delivered by email or other electronic means, notwithstanding that it may afterwards be discovered that any such certificate, instruction or information:

- (a) was not genuine or was not correct or was forged, not authentic or untrue;
- (b) was not sent with the authority of any person on whose behalf it was expressed to have been sent;
- (c) was not initiated by the relevant person entitled to give it; or
- (d) was in any other way not given in compliance with the requirements of Applicable Legislation.

The Client and each Holder acknowledge and agree that Computershare will not be required to take any further steps to verify the validity of any certificate, written or electronic instruction or other document or the execution of any document received from or on behalf of the Client or a Holder (whether by comparison of signatures or seals or by requiring certification or otherwise). Nothing in this section or elsewhere in this Deposit Agreement shall be construed as requiring Computershare to take any action on an oral instruction, which it determines (in its absolute discretion), should be given in writing.

12.2 Holders shall give instructions to the Depository in the manner described in this Deposit Agreement, and the Depository will not be required to specifically acknowledge such instructions; provided, however, that if the Depository is unable to process any such instructions it will endeavour insofar as practicable to notify the party which issued the instructions.

13. INDEMNIFICATION BY THE COMPANY

13.1 Client shall indemnify and hold Computershare and its officers, directors, employees, agents and affiliates harmless from and against, and none of them shall be responsible for, any and all Losses arising out of or attributable to:

- (a) the performance by Computershare, the Custodian or any of their respective officers, directors, employees, agents and affiliates of any obligations under, or any omission by any of them to act in connection with, this Deposit Agreement or this appointment, including the reasonable costs and expenses of defending itself against any Loss or enforcing this Deposit Agreement, except for any liability of Computershare as set forth in Section 15.2 below;
- (b) any liability of Computershare to pay stamp duty reserve tax or stamp duty (including any interest and/or penalties thereon) resulting from or arising in respect of or otherwise in connection with the issue by Computershare of a depositary receipt for securities in the share capital of the Client, including without limitation any issuance of A Depositary Receipts resulting from a conversion of A1 Shares, B Shares or B1 Shares into A Shares, or the transfer of securities in the share capital of the Client to Computershare or its nominee including without limitation resulting from or arising in respect of or otherwise in connection with any transactions entered into by the Client following such issue under, or in connection with, this Deposit Agreement, or resulting from or in respect of or otherwise in connection with the transfer by Computershare of securities in the share capital of the Client to a clearance service or a Holder under, or in connection with, this Deposit Agreement;

- (c) any Loss arising out of or attributable to acts performed or omitted by the Company or any of its officers, directors, employees, agents and affiliates in connection with this Deposit Agreement or the breach hereof;
- (d) any liability or expense which may arise out of any misstatement or alleged misstatement or omission or alleged omission in any registration statement, proxy statement, prospectus (or placement memorandum), preliminary prospectus (or preliminary placement memorandum) or other offering document relating to the offer or sale of Depositary Receipts or Deposited Securities, except to the extent any such liability or expense arises out of (i) information relating to the Depositary or its agents (other than the Company), as applicable, furnished in writing by the Depositary and not changed or altered by the Company expressly for use in any of the foregoing documents or (ii) if such information is provided, the failure to state a material fact necessary to make the information provided not misleading; and
- (e) all costs and expenses reasonably incurred or paid by Computershare in connection with any matter for which a claim may be made by Computershare under this section.

13.2 Amounts which are required to be paid by the Client to Computershare:

- (a) in respect of Section 13.1(b), shall be paid in cleared funds on or before the date which is the later of (i) five Business Days after demand is made by Computershare and (ii) the fifth Business Day prior to the date on which the tax in question is payable to HMRC; or
- (b) in respect of Section 13.1 (a) and Sections 13.1 (c) to (e) (inclusive), shall be paid on demand save that where a good faith dispute arises in relation to the amount due, the amount in dispute need not be paid until resolution of such dispute.

13.3 The Client hereby agrees that:

- (a) it shall ensure, to the extent within its control, that neither the Client nor any relevant member of the Client's group holding the Depositary Receipts will under any circumstance make any claim, bring any action or commence any legal proceedings against Computershare under, or in connection with, this Deposit Agreement if or to the extent that any such claim, action or proceedings could not be brought subject to the limitations set forth in Sections 15.2 and 13.4 of this Deposit Agreement;

- (b) any other relevant member of the Client's group who is a beneficiary under the terms of this Deposit Agreement will specifically agree with Computershare in writing to be bound by this Section 13 as if it were the Client; and
- (c) it shall not under any circumstance make any claim, bring any action or commence any legal proceedings against Computershare under this Deposit Agreement if or to the extent that any such claim, action or proceedings could not be brought under Sections 13.4 or 15.2 hereof.
- 13.4 Notwithstanding anything herein to the contrary, Computershare shall on no account be liable to the Client or any Holder in respect of any claim under this Deposit Agreement, unless written notice of the claim has been given to Computershare by or on behalf of the Client or any Holder (as the case may be) on or before the date which is fifteen months after the date on which the Client became aware of the specific act, fact, circumstance or event which gave rise to the claim, or if earlier, the date on which it ought reasonably (having regard to all the circumstances) to have become so aware.
- 13.5 If any action or claim is brought against any party entitled to indemnification hereunder (the "**Indemnified Party**") in respect of which such Indemnified Party seeks an indemnity from the Client under this Section 13 or from any Holder or Holders pursuant to Section 14 (the Client or such Holder(s) being, as applicable, the "**Indemnifying Party**") under the provisions of this Deposit Agreement, the Indemnified Party shall, as soon as reasonably practicable, notify the Indemnifying Party in writing of such action or claim (provided that the failure to make such notification shall not affect such Indemnified Party's rights to indemnification except to the extent the Indemnifying Party is materially prejudiced by such failure) and the Indemnifying Party shall be entitled to assume the defense of such action or claim. All costs, charges, reasonable fees and expenses in respect of such action or claim (whether or not the Indemnifying Party assumes control of the defense) shall be borne by the Indemnifying Party and, to the extent incurred by the Indemnified Party, shall be reimbursed by the Indemnifying Party to the Indemnified Party on demand.
- 13.6 If a payment is made by the Client to an Indemnified Party (i) in respect of stamp duty and/or stamp duty reserve tax, (ii) pursuant to Section 5.6 in respect of Taxes due on fees or other sums paid by the Client, (iii) pursuant to Section 5.7 in respect of Transaction Taxes, or (iv) pursuant to Section 13.1 in respect of any Taxes of the type described in clauses (i) through (iii) of this Section 13.6, and in any such case the Indemnified Party subsequently obtains a total or partial refund of the relevant Taxes from a Tax Authority, the Indemnified Party shall, as soon as reasonably practicable, give notice of this fact to the Client and reimburse to the Client the amount of the refund actually received by the Indemnified Party from the Tax Authority, after deduction of all fees, costs and expenses incurred by the Indemnified Party in connection with obtaining such refund; provided, however, that nothing in this Section 13.6 shall cause any Indemnified Party to be subject to any obligation whatsoever to apply for or otherwise seek or obtain a refund of any Taxes; provided, further, that that if Computershare agrees to apply for or otherwise seek such a refund following a request by the Client, it shall first be entitled to indemnification to its reasonable satisfaction by the Client for any reasonable costs, liabilities and expenses.

13.7 No Indemnified Party shall be entitled to be indemnified in respect of any Loss under this Section 13 to the extent that such Indemnified Party has already received full and complete indemnification for the same Loss under Section 14 of this Deposit Agreement; provided, however, that nothing in this Section 13.7 shall obligate the Depository to seek indemnification under Section 14 prior to asserting a claim for indemnification against the Company under this Section 13.

13.8 The obligations set forth in this Section 13 shall survive the termination of this Deposit Agreement and the succession or substitution of any indemnified person.

14. INDEMNIFICATION BY HOLDERS

14.1 Without limiting the rights of the Depository and the Custodian, and each of their respective agents, directors, officers, employees and affiliates to indemnification from the Client, each Holder shall be required to accept liability for and shall be bound to indemnify the Depository and the Custodian and their respective agents, directors, officers, employees and affiliates and hold each of them harmless from and against, and shall reimburse each of them for, any and all Losses (other than tax on their fees), arising from or incurred in connection with (a) any act performed in accordance with or for the purposes of or otherwise related to, this Deposit Agreement insofar as they relate to Deposited Property held for the account of, or Depository Receipts held by, that Holder, including, without limitation, payment of applicable stamp duty reserve tax (or stamp duty) in accordance with this Deposit Agreement, and (b) any breach by that Holder of any of the representations or warranties made or deemed to be made by it in connection with its deposit of Company Securities hereunder, except for Losses determined by a court of competent jurisdiction to be directly caused by or resulting from (i) any fraud, willful misconduct or gross negligence of the Depository or (ii) the Custodian's fraud, willful misconduct or gross negligence in the provision of custodial services to the Depository.

14.2 The Depository shall be entitled to make such deductions from the Deposited Property or any income, distribution or capital arising therefrom or to sell all or any of the Deposited Property and make such deductions from the proceeds of sale thereof as may be required to discharge the obligations of the Holder(s) under this Section 14.

14.3 No Indemnified Party shall be entitled to be indemnified in respect of any Loss under this Section 14 to the extent that such Indemnified party has already received full and complete indemnification for the same Loss under Section 13 of this Deposit Agreement; provided, however, that nothing in this Section 14.3 shall obligate the Depository to seek indemnification under Section 13 prior to asserting a claim for indemnification against a Holder under this Section 14.

14.4 The obligations of each Holder under this Section 14 shall survive any termination of this Deposit Agreement in whole or in part and any resignation or replacement of the Depository and any Custodian.

14.5 Should any amount paid or payable under this Deposit Agreement by a Holder be itself subject to tax in the hands of the recipient (other than on fees payable to the recipient) or be required by law to be paid under any deduction or withholding, the relevant Holder(s) will be required to pay such sums as will after any such tax, deduction or withholding leave the recipient with the same amount as it would have received if no such tax had been payable and no deduction or withholding had been made and such payments and adjustments shall be made as may be necessary to give effect to this Section 14.5.

- 14.6 If a payment is made by a Holder to an Indemnified Party (i) in respect of stamp duty and/or stamp duty reserve tax, (ii) pursuant to Section 11.2, or (iii) pursuant to Section 14.1 in respect of any Taxes of the type described in clauses (i) or (ii) of this Section 14.6, and in any such case the Indemnified Party subsequently obtains a total or partial refund of the relevant Taxes from a Tax Authority, the Indemnified Party shall, as soon as reasonably practicable, give notice of this fact to the Holder and reimburse to the Holder the amount of the refund actually received by the Indemnified Party from the Tax Authority, after deduction of all fees, costs and expenses incurred by the Indemnified Party in connection with obtaining such refund; provided, however, that nothing in this Section 14.6 shall cause any Indemnified Party to be subject to any obligation whatsoever to apply for or otherwise seek or obtain a refund of any Taxes; provided, further, that if Computershare agrees to apply for or otherwise seek such a refund following a request by the Holder, it shall first be entitled to indemnification to its reasonable satisfaction by the Holder for any reasonable costs, liabilities and expenses.

15. LIMITATION OF LIABILITY

- 15.1 Notwithstanding any other provision of this Deposit Agreement or the Depositary Receipts to the contrary, neither the Depositary, the Custodian, nor any of their respective agents shall be liable to the Company, Holders or beneficial owners of interests in Depositary Receipts for any incidental, indirect, special, punitive or consequential damages (including, without limitation, legal fees and expenses) of any nature whatsoever, including but not limited to lost profits, in each case of any form incurred by any person or entity, whether or not foreseeable and regardless of the type of action in which such a claim may be brought, even if apprised of the possibility of such damages.
- 15.2 The Depositary shall not incur any liability to the Client, any Holder, or any other person for any Losses suffered or incurred by the Client, such Holder or other person arising out of or in connection with the performance or non-performance of the Depositary's obligations or duties arising under any provisions of this Deposit Agreement, or otherwise, except to the extent that such Losses are determined by a court of competent jurisdiction to have directly resulted from the Depositary's fraud, gross negligence or willful misconduct, in which case the combined maximum liability of the Depositary to all Holders and the Client shall not exceed the amounts paid hereunder by Client to Computershare as fees and charges, but not including reimbursable expenses, during the twelve months immediately preceding the event, act or omission for which recovery from Computershare is being sought. Except to the extent expressly provided in the preceding sentence, (i) each of the Client and the Holders release the Depositary from any and all liability in connection with or arising out of this Deposit Agreement or the transactions contemplated hereby and (ii) the Client and the Holders agree that they will not under any circumstance make any claim, bring any action or commence any legal proceedings against the Depositary under, or in connection with, this Deposit Agreement. The Depositary shall not incur any liability as a result of any act or omission to act on the part of any Custodian unless the Custodian has committed fraud or willful misconduct in the provision of custodian services to the Depositary.

15.3 Subject to the provisions of this Deposit Agreement, the Depositary and its agents shall not incur any liability to the Company, any Holder or to any other person if, by reason of:

- (a) any provision of any present or future law, rule, regulation, fiat, order or decree of the United States, the United Kingdom or any other country or jurisdiction or of any governmental or regulatory authority or any securities exchange or market or automated quotation system, or by reason of the interpretation thereof;
- (b) the Articles of Association of the Company or the provisions of or governing the Company Securities;
- (c) any act or omission of the Company in contravention of this Deposit Agreement;
- (d) any computer failure or breakdown outside the direct and immediate control of the Depositary; or
- (e) any act of God, war, terrorism, nationalization, expropriation, currency restrictions, work stoppage, strike, lockout, riot, civil unrest, revolutions, rebellions, explosions, epidemics, pandemics, governmental regulations, communication line failures, power failure, earthquake or other disaster or any circumstance beyond the direct and immediate control of the Depositary,

the performance by the Depositary or any other person of any act or thing which is required or permitted or contemplated to be done or performed by or pursuant to this Deposit Agreement shall be prevented or delayed, or would cause any of them to be subject to any civil or criminal penalty, or would be required to be effected in some manner or to an extent which is different in any respect from that provided for or contemplated by this Deposit Agreement.

15.4 If and to the extent that by virtue of laws of any jurisdiction outside England and Wales, or the application or operation of those laws in any particular event or circumstance, or by virtue of the provisions of the Articles of Association of the Company or the application or operation of those provisions in any particular event or circumstance, the Depositary or the Custodian does not acquire unconditional and absolute title or right to any Deposited Property, or acquires a title or right to any Deposited Property which is in any manner encumbered or defective or liable to be displaced or avoided, or where as a result of an event or circumstance beyond the Depositary's reasonable control the Deposited Property is reduced or depleted or the Depositary does not hold sufficient Company Securities to cover Depositary Receipts in issue, neither the Depositary nor the Custodian shall be in any way liable to the Company or to any Holder or any other person by reason thereof; but in any such case the Depositary shall be entitled to take or cause to be taken such action as shall in its opinion be reasonable or appropriate, including without limitation the cancellation without compensation of Depositary Receipts of any Holder(s) determined by the Depositary whether or not such Holder(s) are in any way responsible for the relevant event or circumstance, provided that the Depositary shall use reasonable efforts to promptly notify such Holder(s) following any such cancellation; and each Holder agrees that, by acquiring and holding Depositary Receipts representing Company Securities by means of the arrangements contemplated by this Deposit Agreement, such Holder accepts the risk that by virtue of such laws or terms and conditions, or the application or operation thereof or any such event or circumstance the interest in any relevant Deposited Property may not be entire, complete and unimpeachable.

- 15.5 If the Depositary becomes entitled to take or cause to be taken action in accordance with Section 15.4 above, it will in its sole discretion consider whether it may directly or indirectly transfer or make available to any Holder adversely affected, in whole or in part, the benefit of any rights, claims or other assets which may be available to the Depositary and which pertain to the matter(s) giving rise to the relevant event or circumstance.
- 15.6 The Depositary may rely on, and shall not be liable for any Loss suffered by any Holder or any other person by reason of its having accepted (or the Custodian or the Company or its agents having accepted) as valid and having relied upon any written notice, instruction, request, direction, transfer, certificate for Company Securities (or other securities), electronic communication or any other document or any translation thereof or communication reasonably believed by it in good faith to be genuine notwithstanding that the same shall have been forged or shall not be genuine or accurate or shall not have been duly authorized or delivered.
- 15.7 The Depositary may act, or take no action, on the advice or opinion of, or in reliance upon, any advice, opinion, certificate or information obtained from, the Company or any reputable lawyer, valuer, accountant, banker, broker, information provider, settlement system operator, registrar or other expert whether obtained by the Company, the Depositary or otherwise, or any person presenting Company Securities for deposit, any Holder, or any other person, believed by the Depositary in good faith to be competent to give such advice, opinion, certificate or information, and shall not except where any such person is a member of the same group of companies as the Depositary be responsible or liable to any Holder or any other person for any Losses occasioned by so acting or refraining from acting or relying on information from persons depositing Company Securities or otherwise entitled to the issue of Depositary Receipts. Any such advice, opinion, certificate or information may be sent or obtained by letter, telex, facsimile transmission, e-mail, or other electronic communication and the Depositary shall not be liable for acting on any such advice, opinion, certificate or information notwithstanding that the same shall have been forged or shall not be genuine or accurate.
- 15.8 The Depositary may call for and shall be permitted to accept as sufficient evidence of any fact or matter or the expediency of any transaction or thing a certificate, letter or other written communication, purporting to be signed on behalf of the Company by a director of the Company or by a person duly authorized in writing by a director of the Company or such other certificate from any such person as is specified in Section 15.7 above which the Depositary reasonably considers appropriate and the Depositary shall not be bound in any such case to call for further evidence or be responsible to any Holder or any other person for any Loss or liability that may be occasioned by the Depositary acting on such certificate, except to the extent that the Depositary commits willful misconduct in carrying out such actions.
- 15.9 The Depositary shall not be required or obliged to monitor, supervise or enforce the observance and performance by the Company of any of its obligations, including, without limitation, those arising under or in connection with Applicable Legislation, or any contract or instrument to which the Company is a party or by which it or any of its assets is bound. The Depositary makes no representation or recommendation to any person regarding the financial condition of the Company or the advisability of acquiring Depositary Receipts or Company Securities or other property or as to the type or character or suitability thereof and takes no responsibility for the operations of the Company or the effect thereof on the value of the relevant Company Securities or Depositary Receipts or any rights derived therefrom.

- 15.10 The Depositary and the Custodian may engage or be interested in any financial or other business transactions with the Company or any other member of any group of which the Company is a member or in relation to the Deposited Property (including, without prejudice to the generality of the foregoing, the conversion of any part of the Deposited Property from one currency to another), may at any time acquire, hold, be interested in or deal with Company Securities and/or Depositary Receipts for their own account or for the account of any other person and shall be entitled to charge and be paid all usual fees, commissions and other charges for business transacted and acts done by them otherwise than in the capacity of Depositary or Custodian (as the case may be) in relation to matters arising under this Deposit Agreement (including, without prejudice to the generality of the foregoing, charges on the conversion of any part of the Deposited Property from one currency to another and on any sales of property) without accounting to the Holders or any other person for any profit arising therefrom.
- 15.11 The Depositary shall use commercially reasonable efforts to effect any sale of securities or other property or transferable right and any conversion of currency as is referred to or contemplated by this Deposit Agreement in accordance with its normal practices and procedures and subject to the terms of this Deposit Agreement but shall have no liability with respect to the financial or other terms of such sale or conversion, the timing thereof, or any delay in action or omission to act, or for any error or delay in action, omission to act, default or negligence on the part of the party retained in connection with any such sale or conversion, or if the effecting of such sale or conversion shall not be reasonably practicable.
- 15.12 The Depositary shall have no responsibility whatsoever to any Holder or any other person as regards any deficiency which might arise because the Depositary is subject to or accountable for any tax in respect of any or any part of the Deposited Property or any income, distribution or capital or other payment arising therefrom or any proceeds of sale thereof.
- 15.13 Without prejudice to any other powers which the Depositary may have hereunder, the Depositary shall, after providing the Client (subject to reimbursement of the Depositary's reasonable expenses by the Client) with copies of all proposed agreements or undertakings and consulting with the Client, in each case to the extent practicable and not prohibited by Applicable Legislation, be entitled to enter into any agreement with or give any undertakings required by law to any relevant taxation authority concerning the taxation status of the transactions effected pursuant to this Deposit Agreement and to do all such things as may be reasonably required under the terms of any such agreement or undertakings. After entering into any such agreement or undertaking, the Depositary will, to the extent it is not prohibited from doing so under Applicable Legislation or the terms of such agreement or undertaking, provide a copy thereof to the Client at its reasonable request in connection with any claim for indemnification brought against the Client under this Deposit Agreement. At the Depositary's request the Client shall enter into confidentiality agreements on terms agreeable to the Depositary, acting reasonably, covering all information and documents provided to the Client in regard to such agreements and undertakings and/or proposed agreements and undertakings.

- 15.14 No provision of this Deposit Agreement shall require the Depository to expend or risk its own funds or otherwise incur any financial liability in the performance of any of its duties or in the exercise of any of its rights or powers hereunder, except to the extent a liability arises directly from the Depository's fraud, gross negligence or willful misconduct. If, notwithstanding this provision, the Depository reasonably does so, it shall be entitled to make such deductions from the Deposited Property or any income, distribution or capital arising therefrom or to sell all or any of the Deposited Property and make such deductions from the proceeds of sale thereof as may be required to account for any loss, expenditure or liability suffered by the Depository in respect thereof.
- 15.15 All communications, notices, certificates, documents of title and remittances to be delivered by or sent to or from Holders or their agents will be delivered to or sent to or from them at their own risk.
- 15.16 The Depository and its agents shall incur no liability (a) by reason of any exercise or failure to exercise any discretion given it in this Deposit Agreement; (b) for the acts or omissions made by, or the insolvency of, any securities depository, clearing agency or settlement system; (c) in connection with or arising from, the insolvency of any Custodian that is not an affiliate of the Depository; or (d) for the price received in connection with any sale of securities, the timing thereof, or any delay in action or omission to act, or for any error or delay in action, omission to act, default or negligence on the part of the party retained in connection with any such sale or proposed sale. The Depository shall be under no obligation to inform Holders or any other holders of an interest in any Depository Receipts about the requirements of Applicable Legislation or any changes therein or thereto. The Depository and its agents will not be responsible for any failure to carry out any instructions to vote any of the Deposited Securities, for the manner in which any such vote is cast or for the effect of any such vote. The Depository may rely upon instructions from the Company or its counsel in respect of any approval or license required for any currency conversion, transfer or distribution. Notwithstanding anything to the contrary set forth in this Deposit Agreement, the Depository and its agents may fully respond to any and all demands or requests for information maintained by or on its behalf in connection with this Deposit Agreement, any Holder or Holders, any Depository Receipt or Depository Receipts or otherwise related hereto or thereto to the extent such information is requested or required by or pursuant to any lawful authority, including without limitation Applicable Legislation, administrative or judicial process, banking, securities or other regulators. The Depository shall not incur any liability for any tax consequences that may be incurred by Holders on account of their ownership of the Depository Receipts. The Depository shall not incur any liability for the content of any information submitted to it by or on behalf of the Company for distribution to the Holders or for any inaccuracy of any translation thereof, for the content of any information from the Company and (to the extent the Company has appointed one) the Share Registrar relating to cash distributions, corporate actions, forthcoming meetings of the holders of those securities and other matters having a bearing on the rights of persons holding Depository Receipts representing Company Securities, or for the time at which any such information is available or the timing of the delivery of such information to the Depository, the Custodian or its nominee. The Depository shall not incur any liability for any investment risk associated with acquiring an interest in the Deposited Securities, for the validity or worth of the Deposited Securities, for the credit-worthiness of any third party, for allowing any rights to lapse upon the terms of this Deposit Agreement, or for the failure or timeliness of any notice from the Company. The Depository shall not be liable for any acts or omissions made by a successor depository whether in connection with a previous act or omission of the Depository or in connection with any matter arising wholly after the removal or resignation of the Depository.

- 15.17 The Depository may consult with foreign counsel, at the Company's expense (only to the extent the prior written consent of the Company is obtained, which consent shall not be unreasonably withheld, delayed or conditioned), to resolve any foreign law issues that may arise as a result of the Company or any other party being subject to the laws or regulations of any foreign jurisdiction, provided that if the Company does not grant such approval, the Depository will not be liable to the Company, the Holders or any other person by reason of the applicability or effect of any such foreign laws or regulations to any party.
- 15.18 The Depository, Custodian or any affiliated companies or associates of each may act as agent for, provide banking, depository, custodian and other services to, and generally engage in any kind of business with, others (including without limitation issuers of securities, money market instruments or other property purchased for and on behalf of the Depository) to the same extent as if the Depository and/or Custodian were not a party to these arrangements. Nothing in this Deposit Agreement shall be deemed to restrict the right of the Depository, the Custodian or the affiliated companies or associates of each to perform such services for any other person or entity; the performance of such services for others and the receipt of any fees, or other compensation in relation to such service, business or activity will not be deemed to violate the terms of this Deposit Agreement or give rise to any duty or obligation not specifically undertaken by the Depository or Custodian under this Deposit Agreement.
- 15.19 The Depository shall not be under any duty to bring legal proceedings against the Company on behalf of a Holder, and shall have no obligation to appear in, prosecute or defend any other action, suit or other proceeding in respect of any Deposited Securities or the Depository Receipts; and if the Depository agrees to so act, it shall do so only if fully indemnified by the Holder or the Company.

16. CUSTODIAN; AGENTS OF THE DEPOSITARY

- 16.1 The Depository shall appoint the Custodian for the purpose of providing the Custody Services on the Commencement Date. The Custodian shall be subject at all times and in all respects to the direction of the Depository and shall be responsible solely to it. The Depository reserves the right to replace or remove the Custodian and to appoint additional custodians, provided, in each case, that such Custodian's business is exclusively that of holding "relevant securities" (as defined in Section 69(3) of the Finance Act) and "Chargeable Securities" (as defined in Section 99 of the Finance Act) (I) as nominee or agent for a person whose business is or includes issuing depository receipts for the purposes of Sections 67(6), 72A(2)(A), 93(3) and 97B(2)(A) of the Finance Act.

16.2 All funds received by Depository hereunder on behalf of Holders or the Client (“**Funds**”) may be held by the Depository or one or more agents of the Depository (which agents may be affiliates of the Depository) and deposited in one or more bank accounts to be maintained by the Depository in its name, which account(s) may be unsegregated. Until paid or distributed pursuant to this Deposit Agreement, the Depository may hold or invest the Funds through such accounts in: (a) obligations of, or guaranteed by, the United States of America; (b) commercial paper obligations rated A-1 or P-1 or better by Standard & Poor’s Corporation (“**S&P**”) or Moody’s Investors Service, Inc. (“**Moody’s**”), respectively; (c) AAA rated money market funds that comply with Rule 2a-7 of the Investment Company Act of 1940; or (d) demand deposit accounts, short term certificates of deposit, bank repurchase agreements or bankers’ acceptances, of commercial banks with Tier 1 capital exceeding \$1 billion or with an average rating above investment grade by S&P (LT Local Issuer Credit Rating), Moody’s (Long Term Rating) and Fitch Ratings, Inc. (LT Issuer Default Rating) (each as reported by Bloomberg Finance L.P.). The Depository, the Custodian and their respective agents shall have no responsibility or liability for any diminution of the Funds that may result from any deposit or investment made by the Depository or its agent(s) in accordance with this paragraph, including any losses resulting from a default by any bank, financial institution or other third party. The Depository or its agent(s) may from time to time receive interest, dividends or other earnings in connection with such deposits or investments, all of which shall be solely for the account of the Depository. Neither the Depository, the Custodian nor any other agent of the Depository shall be obligated to pay such interest, dividends or earnings to Company, any Holder or any other party. The Depository and the Custodian may, directly or through one or more agents, hold Holders’ money entitlements in bank accounts, pursuant to this Section 16.2, on a pooled basis pending distribution and the relevant bank may be entitled to combine funds held in a bank account with any other account of the Depository or the Custodian or their respective agents.

16.3 The Depository may perform its obligations under this Deposit Agreement through any agent appointed by it and shall only be responsible for the performance of such agents to the extent the Depository did not act in good faith in the appointment thereof.

17. RESIGNATION AND/OR REMOVAL OF THE DEPOSITARY

17.1 The Depository may resign as Depository:

- (a) by giving at least 120 days’ prior notice in writing to that effect to the Holders; or
- (b) on the termination of this Deposit Agreement.

17.2 The resignation of the Depository shall take effect on the date specified in such notice if notice has been given in accordance with Section 17.1(a) or on the effective date of the termination of this Deposit Agreement.

- 17.3 The Depository may be removed by the Client upon 120 days' prior notice to that effect to the Depository.
- 17.4 In the event of a resignation pursuant to sub-paragraph (a) of Section 17.1, the Depository undertakes to provide commercially reasonable cooperation and assistance to the Client in connection with the Client's appointment of a successor depository. Upon any such appointment and acceptance, notice thereof shall be given by or for the Client to the Holders as soon as reasonably practicable.
- 17.5 Upon the resignation or removal of the Depository (referred to as the "**Retiring Depository**") and the appointment of a successor depository against payment of all sums due to the Retiring Depository under this Deposit Agreement, the Depository shall deliver to its successor as depository, if any (the "**Successor**"), sufficient information and records to enable the Successor efficiently to perform its obligations under this Deposit Agreement and shall transfer to the Successor or to a custodian all Deposited Property held by the Retiring Depository hereunder. Upon the date when such resignation takes effect, any Custodian appointed by the Retiring Depository shall be instructed by the Retiring Depository to transfer to the Successor or to a custodian appointed by the Successor the Deposited Property held by it pursuant to this Deposit Agreement.

18. TERMINATION

- 18.1 This Deposit Agreement may be terminated:
- (a) by either the Client or Computershare by notice in writing to the other party and to all Holders if, in respect of Computershare, the Client, and in respect of the Client, Computershare:
 - (i) shall be in material breach of any term of this Deposit Agreement and shall not have remedied such breach (if capable of being remedied) within 30 days of receiving notice of such breach and a request for such remedy;
 - (ii) goes into insolvency or liquidation (not being a members' voluntary winding up) or administration or a receiver is appointed over any part of its undertaking or assets provided that any arrangement, appointment or order in relation to such insolvency or liquidation, administration or receivership is not stayed, revoked, withdrawn or rescinded (as the case may be), within the period of 30 days, immediately following the first day of such insolvency or liquidation; or
 - (iii) shall cease to have the appropriate authorizations, which permit it lawfully to perform its obligations envisaged by this Deposit Agreement at any time.
 - (b) by Computershare (i) at any time in which it ceases to act as transfer agent for the Company Securities or (ii) if the Client undertakes a corporate action relating to or affecting the share capital of the Client and relating to the Deposited Securities and provides notice of the corporate action to Computershare in accordance with Section 4.5(a) of this Deposit Agreement and Computershare, acting reasonably, considers that (x) such corporate action will, or is likely to, materially adversely affect its legal, tax or regulatory position or (y) one or more of the conditions set by Computershare pursuant to Section 4.5(b) hereof has not been met.

18.2 In addition, Computershare may terminate this Deposit Agreement:

- (a) by giving 120 days' prior written notice to that effect to the Company and Holders; or
- (b) at any time upon written notice to the Client if there shall be no Depositary Receipts outstanding.

18.3 In addition, the Client may terminate this Deposit Agreement by giving 120 days' prior written notice to that effect to Computershare and Holders.

18.4 Any termination of this Deposit Agreement shall be without prejudice to any other rights or remedies a party may be entitled to under this Deposit Agreement or at law and shall not affect any accrued rights or liabilities of any of the Parties nor the coming into or continuance in force of any provision which is expressly or by implication intended to come into or continue in force on or after such termination. Upon any resignation by Computershare other than pursuant to Section 18.1, Computershare shall, at the Client's expense and where practicable, provide reasonable cooperation and assistance in transferring the deposited property to an alternative depositary to act as a successor depositary, if so requested by the Client.

18.5 All provisions regarding indemnification (including without limitation Sections 13 and 14), taxes (including without limitation Section 5), warranty (including without limitation Sections 4 and 8), liability and limits thereon (including without limitation Sections 15 and 26), the scope of the Depositary's duties and/or obligations and limitations thereon (including without limitation Section 3), fees and expenses (including without limitation Sections 6 and 11), termination of this Deposit Agreement and the consequences thereof (Sections 18 and 19), and governing law and submission to jurisdiction (Section 34), shall survive the termination or expiration of this Deposit Agreement.

19. CONSEQUENCES OF TERMINATION

19.1 Upon the termination of this Deposit Agreement if any amount is payable by the Client to Computershare, the Client shall pay such amount in accordance with the terms of this Deposit Agreement.

19.2 Subject to Section 19.4, if any Depositary Receipts remain outstanding after the date of termination of this Deposit Agreement or of the Depositary Receipts or any series thereof, the Depositary shall as soon as reasonably practicable:

- (a) deliver the Deposited Property then held by it under this Deposit Agreement in respect of the Depositary Receipts (or the applicable series of Depositary Receipts) to the respective Holder, subject to such Holder's surrender of its Depositary Receipts for cancellation and compliance with the requirements of this Deposit Agreement; or at its discretion;

- (b) after ninety (90) days from the date of termination of this Deposit Agreement, if delivery to the Holder in accordance with (a) above is not reasonably practicable, use reasonable efforts to sell all or part of the Deposited Property; and
- (c) after the date of termination, the Depository shall not register transfers of the relevant Depository Receipts, pass on dividends or distributions or take any other action in respect of such Deposited Property, except that it shall hold the net proceeds of any such sale, after deducting any sums then due to the Depository, together with any other cash then held by it under this Deposit Agreement, without liability for interest, for the pro rata benefit of Holders who have not theretofore surrendered their Depository Receipts. After any sale in accordance with this Section 19.2, the Depository shall be discharged from all obligations under this Deposit Agreement and the Depository Receipts, except its obligation to account to the Holders for such net proceeds and other cash comprising the Deposited Property without interest. For the avoidance of doubt, any obligations of a Holder to make payments to the Depository shall survive any termination of this Deposit Agreement or the Depository Receipts.

19.3 Upon the later of (i) the termination of this Deposit Agreement; or (ii) the date of the resignation of Computershare as depository pursuant to Section 17; or (iii) the removal of Computershare pursuant to Section 17.3, Computershare shall, without unreasonable delay and at the cost of the Client (to the extent such costs are properly incurred), deliver to the Client (or as it may reasonably direct), all documents, papers and other records relating to the Depository Receipt Register in its possession which are the property of the Client but, for the avoidance of doubt, Computershare shall be entitled to retain copies for the purposes of compliance with applicable regulatory reporting requirements and internal recordkeeping procedures.

19.4 Subject to Section 19.5, should this Deposit Agreement be terminated for any reason where the Client has nominated any replacement depository to hold the Deposited Securities, Computershare shall, on the request of the Client, (i) resign in favor of such replacement depository in accordance with the terms of this Deposit Agreement within 21 days of the termination of this Deposit Agreement, (ii) deliver to such replacement depository sufficient information and records to enable the replacement depository efficiently to perform its obligations under this Deposit Agreement and (iii) transfer to the replacement depository or to a custodian appointed by the replacement depository all Deposited Property held by Computershare hereunder.

19.5 Other than arising from Computershare's fraud, bad faith, gross negligence, or wilful misconduct, the Client shall, within 30 days of termination or resignation, pay to Computershare, Computershare's reasonable costs and expenses, including but not limited to legal fees, incurred as a result of any action taken by Computershare under Section 19.1 or 19.4, or as a consequence of such action.

20 AMENDMENT

20.1 All and any of the provisions of this Deposit Agreement (other than this Section) may at any time and from time to time be amended or supplemented by the Depository in any respect which it may deem necessary or desirable, subject to the prior written consent of the Client (which shall not be unreasonably withheld or delayed).

20.2 Notice of any amendment or supplement that does not in the reasonable opinion of the Depositary materially affect the interests of the Holders of Depositary Receipts shall become effective on enactment. Notice of any amendment or supplement that in the reasonable opinion of the Depositary materially affects the interests of the Holders of Depositary Receipts concerned, shall be given by or for the Depositary to the Holders 14 days' prior to the amendment or supplement taking effect. Every Holder of Depositary Receipts at the time any such amendment or supplement so becomes effective shall be deemed, by continuing to hold such Depositary Receipts, to consent and agree to such amendment or supplement and to be bound by this Deposit Agreement as amended or supplemented thereby. Notwithstanding the foregoing, in circumstances where such an amendment or supplement is required for compliance with any Applicable Legislation, the Depositary may amend or supplement this Deposit Agreement as necessary to ensure compliance with such Applicable Legislation. Such amendment or supplement to this Deposit Agreement in such circumstances shall not require the consent of the Client and may become effective before a notice of such amendment or supplement is given to Holders or within any other period of time as required for compliance, provided that notice shall be given by or for the Depositary to the Client and the Holders as soon as practicable after the Depositary is made aware that such amendment or supplement is required.

20.3 The Depositary shall not be obliged to have regard to the consequences for the Holders of any proposed amendment or supplement to this Deposit Agreement or the exercise of any power conferred on the Depositary by this Deposit Agreement except to the extent expressly provided in this Deposit Agreement.

21 FURTHER ACKNOWLEDGMENTS

The Holders shall be required and be bound to acknowledge and agree with the Depositary that the Holder shall not cause or endeavor to cause the Depositary, the Custodian or its nominee to make or assert any right or claim whatsoever against the Company or its officers;

22 DISCLOSURE OF OWNERSHIP

22.1 The Depositary may from time to time require from any Holder or former or prospective Holder:

- (a) information as to the capacity in which such Holder owns or owned Depositary Receipts and regarding the identity of any other persons then or previously interested in such Depositary Receipts and the nature of such interests; and
- (b) evidence or declaration of nationality or residence of the legal or beneficial owner(s) of Depositary Receipts registered or to be registered in its name and such information as is required for the transfer of the relevant Company Securities to the Holder,

and such other information as may be reasonably necessary or desirable for the purposes of this Deposit Agreement or any other agreement or arrangement to which a Holder is party or by which a Holder is bound. Each Holder agrees to provide any such information requested by the Company or the Depositary and consents to the disclosure of such information by the Depositary or Custodian to the extent the Depositary or Custodian, acting reasonably, considers it necessary to comply with their respective legal or regulatory obligations under Applicable Legislation.

- 22.2 To the extent that provisions of or governing any Company Securities, the Articles of Association of the Company or Applicable Legislation may require the disclosure to the Company of, or limitations in relation to, beneficial or other ownership of Company Securities or other securities, the Holders of Depositary Receipts shall comply with the Company's instructions in respect of such disclosure or limitation, as may be forwarded to them from time to time. Holders shall comply with all such disclosure requirements of the Company from time to time and hereby authorize the Depositary to make any such required disclosures although the Depositary is not under any obligation to make any such required disclosures on behalf of the Holders.
- 22.3 The Depositary and the Custodian may disclose information concerning the Holders, the Company, Company Securities and (if different) the Deposited Property, to its affiliated companies and associates and to sub-custodians and other third party providers of services as may be necessary in connection with its performance of the arrangements described in this Deposit Agreement (including, without limitation, the respective lawyers and accountants for the Depositary and the Custodian).
- 22.4 Nothing in this Deposit Agreement shall require the Depositary or the Custodian to disclose sensitive information to a Holder, and neither the Depositary nor the Custodian shall be liable to any Holder in respect of Losses incurred in connection with any failure to disclose sensitive information. For the purpose of this Section, sensitive information shall mean any information:
- (A) that the Depositary or the Custodian receives from the Company (or any person acting on the Company's behalf) under any obligation of confidence; or
 - (B) the disclosure of which in the Depositary's or the Custodian's reasonable opinion might amount to a breach of Applicable Legislation or the rules of any market on which Company Securities are listed or traded.

23. AGREEMENT NOT EXCLUSIVE

Computershare may act as depositary, custodian or registrar for any other party on such terms as it sees fit and shall not be under any duty to disclose to the Client any matter of which it may become aware in the performance of such duties or of which it may become aware in any capacity other than in providing the Services under this Deposit Agreement.

24. NOTICES

Any notice or communication by Computershare or Client to the other pursuant to this Deposit Agreement is duly given if in writing and delivered in person or sent by overnight delivery service or first class mail, postage prepaid, or by e-mail or other electronic communication (such contact details to be agreed by the party to be notified) when received in a legible form, to the other's address:

If to Client:

Kiniksa Pharmaceuticals International, plc
Third Floor
23 Old Bond Street
London, W1S 4PZ, England, United Kingdom
Attn: Madelyn Zeylikman

If to Computershare:

Computershare Trust Company, N.A.
150 Royall Street
Canton, MA 02021
Attn: General Counsel

If to a Holder:

At the address set out in the Depository Receipt Register.

Any alteration in the details of a party entitled to receive notice hereunder shall, to have effect, be notified to the other parties in accordance with this Section.

25. COPIES OF DEPOSIT AGREEMENT

A Holder shall be entitled to one copy of this Deposit Agreement upon payment of a reasonable copying charge upon written request made to the Depository.

26. FORCE MAJEURE

26.1 Neither the Depository nor the Client shall be responsible to the other or to the Holders for delays or failure to perform any of its obligations under the terms of this Deposit Agreement resulting from acts beyond the reasonable control of such party. Such acts shall include, but not be limited to, acts of God, terrorism, nationalization, expropriation, currency restrictions, work stoppage, strikes, lockout, riots, acts of war, civil unrest, revolutions, rebellions, explosions, epidemics, pandemics, governmental regulations, communication line failures, power failure, earthquakes or other disasters, or any failure or breakdown of any computer facilities.

27. ASSIGNMENT

27.1 Computershare may not assign this Deposit Agreement or any rights, benefits or, subject to the Depository's rights to appoint agents hereunder, obligations under the terms of this Deposit Agreement to any person other than an affiliate of the Depository (an "**Affiliate Assignee**") without the prior written consent of the Client, and no assignment may be made to an Affiliate Assignee unless the business of the Affiliate Assignee is or includes issuing "depository receipts" for "relevant securities" (within the meaning of section 69 of the Finance Act) and "depository receipts" for "chargeable securities" (within the meaning of sections 94 and 99 of the Finance Act) for the purposes of 67(6) and 93(2) of the Finance Act.

27.2 The Client may not assign this Deposit Agreement or any rights, benefits or obligations under the terms of this Deposit Agreement without the prior written consent of Computershare.

28. NO PARTNERSHIP

Nothing contained in this Deposit Agreement shall constitute or be deemed to constitute a partnership between Computershare and any other party, and Computershare shall not be, or construed to be, the agent of any other party for any purpose or to have any authority to bind or incur any liability on behalf of any other party, save as otherwise expressly provided in this Deposit Agreement.

29. NO WAIVER

No waiver of a breach of or a default under any provisions of this Deposit Agreement may be granted by a Party except in writing. The waiver by any party of a breach or default of any of the provisions of this Deposit Agreement by any other party shall not be construed as a waiver of any succeeding breach of the same or other provisions nor shall any delay or omission on the part of any party to avail itself of any right, power or privilege that it has or may have under this Deposit Agreement operate as a waiver of any breach or default by any other party.

30. INVALIDITY AND SEVERABILITY

If any provision of this Deposit Agreement or any part of any such provision is held to be invalid, unlawful or unenforceable, such provision or part (as the case may be) shall be ineffective only to the extent of such invalidity, unlawfulness or unenforceability and shall not prejudice or affect the remainder of such provision or any other provision of this Deposit Agreement.

31. VARIATION

Variation to, or modification, amendment or abrogation of this Deposit Agreement shall not be of any effect unless it is in writing and signed by the Parties.

32. ENTIRE AGREEMENT

This Deposit Agreement constitutes the whole and only agreement between the Parties relating to the Services and save to the extent repeated in this Deposit Agreement, and the other agreements and documents referred to in this Deposit Agreement, supersedes and extinguishes any prior drafts, agreements, undertakings, representations, warranties and arrangements of any nature whatsoever and all other terms, conditions, indemnities and warranties, whether express or implied, statutory or otherwise, and all representations (save in respect of fraudulent misrepresentations) whether made orally or in writing are excluded.

33. NO THIRD PARTY BENEFICIARIES

THIS DEPOSIT AGREEMENT IS FOR THE EXCLUSIVE BENEFIT OF COMPUTERSHARE, THE CLIENT, THE HOLDERS, AND THEIR RESPECTIVE SUCCESSORS HEREUNDER, AND SHALL NOT GIVE ANY LEGAL OR EQUITABLE RIGHT, REMEDY OR CLAIM WHATSOEVER TO ANY OTHER PERSON, EXCEPT AS EXPRESSLY PROVIDED IN SECTIONS 13.1 AND 14.1 AND EXCEPT FOR PROVISIONS HEREOF THAT EXPRESSLY PROVIDE A RIGHT OR BENEFIT TO THE CUSTODIAN. IF A BENEFIT IS CONFERRED ON ANY THIRD PARTY IN ACCORDANCE WITH THIS SECTION, THE DEPOSITARY MAY RESCIND OR VARY ANY TERM OF THIS DEPOSIT AGREEMENT WITHOUT THE CONSENT OF THE THIRD PARTY AT ALL TIMES. IN NO EVENT SHALL THE CONSENT OF ANY THIRD PARTY BE REQUIRED FOR ANY AMENDMENT, MODIFICATION AND/OR CHANGE TO THIS DEPOSIT AGREEMENT.

34. GOVERNING LAW; JURISDICTION

34.1 This Deposit Agreement shall be governed by and construed in accordance with the laws of the State of New York, without regard to principles of conflicts of law. The Parties and all Holders irrevocably (a) submit to the non-exclusive jurisdiction of any New York State court sitting in New York City or the U.S. District Court for the Southern District of New York in any legal suit, action or proceeding arising out of or relating to this Deposit Agreement, (b) waive, to the fullest extent they may effectively do so, any defense based on inconvenient forum, improper venue or lack of jurisdiction to the maintenance of any such legal suit, action or proceeding, and (c) waive all right to trial by jury in any legal suit, action, proceeding or counterclaim arising out of this Deposit Agreement or the transactions contemplated hereby. The Client also irrevocably agrees that any legal suit, action or proceeding against Computershare brought by the Client, arising out of or based upon this Deposit Agreement or the transactions contemplated hereby, may only be instituted in a New York State court sitting in New York City or the U.S. District Court for the Southern District of New York. Notwithstanding the foregoing, any judgment may be enforced in any competent court in the United Kingdom or the United States.

34.2 For the benefit of the Depositary, each Holder irrevocably agrees by holding a Depositary Receipt or an interest therein, that any legal suit, action or proceeding against or involving Computershare, arising out of or based upon this Deposit Agreement or the transactions contemplated hereby, may only be instituted in a New York State court sitting in New York City or the U.S. District Court for the Southern District of New York, and by holding a Depositary Receipt or an interest therein each irrevocably waives any objection which it may now or hereafter have to the laying of venue of any such proceeding, and irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action or proceeding.

34.3 The submission to the jurisdiction of the courts referred to in Section 34.2 shall not (and shall not be construed so as to) limit the rights of the Depositary to take Proceedings against any Holder in any other court of competent jurisdiction nor shall the taking of Proceedings in any one or more jurisdictions preclude the taking of Proceedings in any other jurisdictions, whether concurrently or not.

35. COUNTERPARTS

This Deposit Agreement may be executed by the Parties on separate counterparts; each of which shall constitute an original, but both counterparts shall together constitute one and the same instrument. A signature to this Deposit Agreement executed and/or transmitted electronically shall have the same authority, effect, and enforceability as an original signature.

IN WITNESS WHEREOF this Deposit Agreement and the Schedules are executed as follows:

Executed for and on behalf of
COMPUTERSHARE TRUST COMPANY, N.A.

/s/ Dennis V. Moccia
Senior Manager, Contract Operations

Executed for and on behalf of
**KINIKA PHARMACEUTICALS
INTERNATIONAL, PLC**

/s/ Sanj K. Patel
Director

Schedule 1
The Depositary Services

Subject to the provisions of the Deposit Agreement, the Depositary Services to be provided by Computershare as Depositary for the Depositary Receipts shall include:

1. maintaining the Depositary Receipt Register;
2. receiving instructions including stock transfer forms (in a form acceptable to Computershare) on behalf of Holders or the Custodian relating to transactions in Depositary Receipts or the Deposited Property (as the case may be);
3. making entries of registration in the Depositary Receipt Register and amending, supplementing or otherwise modifying the Depositary Receipt Register, to the extent applicable, including in relation to any share split, reverse share split or share consolidation;
4. issuing Depositary Receipts and certificates to Holders in respect of such Depositary Receipts;
5. the cancellation of Depositary Receipts;
6. maintenance in respect of Holders of Depositary Receipts of a Depositary Receipt Register showing the number of Depositary Receipts attributable to each Holder;
7. maintenance in respect of Holders of Depositary Receipts of records reflecting cash amounts paid (if any) to a Holder of Depositary Receipts;
8. registering transfers of Depositary Receipts and routine dealings with marital proceedings, estate planning, probate, powers of attorney, changes of address and similar documents;
9. making mailing addresses of Holders of Depositary Receipts available for dispatch of the Annual Report and Accounts and Interim Reports;
10. reconciliation of voting instructions received from Holders in relation to general meetings of the Client;
11. dealing (to the extent that Computershare considers itself competent) with routine correspondence with Holders of Depositary Receipts;
12. receiving and paying dividends;
13. processing corporate actions that are contemplated by this Deposit Agreement;
14. affixing, amending and removing restrictive legends with respect to Depositary Receipts in accordance with the provisions of the Deposit Agreement; and
15. such other services as may be described or provided for in the Deposit Agreement.

Schedule 2
The Custody Services

The Custody Services to be provided by the Custodian as custodian for the Deposited Securities shall include:

1. the holding of Deposited Property as may be designated from time to time by the Depository; and
2. the execution of transfers in response to instructions received from Holders in relation to the Deposited Property held on their behalf.

Schedule 3
The Fees

Save as otherwise agreed between the Client and Computershare's ultimate parent, Computershare Limited in respect of management and administration fees payable in respect of the services contemplated by the Deposit Agreement:

1. The Fees payable by the Client in respect of the Depositary and Custody Services will be (a) a US\$120,000 one-time fee for Advisory/Structuring Services, (b) an annual fee of US\$22,000 and (c) a fee of US\$250 per transaction and/or transfer involving the cancellation, transfer and/or additional issuances of Depositary Receipts.
2. The Client shall reimburse Computershare within 30 days' of Computershare's invoice for Computershare's reasonable legal fees and other advisory fees arising out of or in connection with the Deposit Agreement, including but not limited to such fees arising out of or in connection with Section 6 of the Deposit Agreement, provided incurrence of such fees is notified to the Client in advance, and provided that any such fees relating to the establishment of the depositary program, including the negotiation of the Deposit Agreement shall be included within the Global Facilitation Fee (as defined in the proposal letter dated April 19, 2024 between Computershare and the Client (the **Engagement Letter**)) and any such fees shall be limited to the extent provided in the Engagement Letter.
3. The Client shall in addition reimburse Computershare within 30 days of Computershare's invoice for all reasonable and documented out-of-pocket network charges, money transmission and banking charges and other reasonable and documented out-of-pocket expenses incurred by it in connection with the provision of the Services under the Deposit Agreement. Such out-of-pocket expenses shall include (but not by way of limitation) stationery, printing, travel, telephones, postage, storage and legal expenses.

**Schedule 4A
Form of Certificate Evidencing A Depositary Receipts**

[RESTRICTIVE LEGEND TO BE INSERTED]

CERTAIN RIGHTS OF THE HOLDER OF THIS DEPOSITARY RECEIPT MAY BE WITHHELD IN ACCORDANCE WITH THE PROVISIONS OF THE DEPOSIT AGREEMENT FOR THE PROVISION OF DEPOSITARY SERVICES AND CUSTODY SERVICES IN RESPECT OF DEPOSITARY RECEIPTS DATED [DATE], 2024 BY AND BETWEEN THE DEPOSITARY AND KINIKSA PHARMACEUTICALS INTERNATIONAL, PLC (THE "DEPOSIT AGREEMENT"), INCLUDING, WITHOUT LIMITATION, VOTING RIGHTS AND THE RIGHT TO RECEIVE DIVIDENDS AND OTHER DISTRIBUTIONS

No. of Depositary Receipts: _____

Certificate Number: _____

CERTIFICATE

evidencing

A DEPOSITARY RECEIPTS

representing

A ORDINARY SHARES

of

KINIKSA PHARMACEUTICALS INTERNATIONAL, PLC

(Incorporated under the laws of England and Wales)

Computershare Trust Company, N.A., a national banking association organized under the laws of the United States whose registered office is at 150 Royall Street, Canton, MA 02021 (the "Depositary"), hereby certifies that _____ is the registered owner (a "Holder") of Kiniksa Pharmaceuticals International, plc A Depositary Receipts ("Depositary Receipts"), each representing one A ordinary share, including rights to receive A ordinary shares (together "A Shares" and, together with any additional securities, property or cash from time to time held by the Depositary in respect or in lieu thereof, the "Deposited Securities"), of Kiniksa Pharmaceuticals International, plc, a company incorporated under the laws of England and Wales with registered number 15630565 (the "Company"), and deposited at the office of GTU Ops, Inc. (the "Custodian"), the Custodian appointed by the Depositary.

The A Shares are registered in the name of the Custodian and the Deposited Securities will be held by the Custodian as nominee for the Depositary. This Depositary Receipt is issued pursuant to the Deposit Agreement dated [date], 2024 (as amended from time to time, the "Deposit Agreement") among the Company, the Depositary and the Holders from time to time of Depositary Receipts issued in accordance therewith. Each Holder of a Depositary Receipt shall, by accepting such Depositary Receipt be bound by all the provisions of the Deposit Agreement. Copies of the Deposit Agreement are available at the Depositary's registered office referred to above and at the office of the Custodian. This Depositary Receipt (which includes the provisions set forth on the reverse hereof) shall be governed by and construed in accordance with the laws of the State of New York. Words and expressions defined in the Deposit Agreement shall have the same meaning in this Certificate.

Rights over Deposited Property

In accordance with, and subject to, the terms of the Deposit Agreement, the Holder is entitled to distributions which the Depository or Custodian receives in respect of the Deposited Securities.

Withdrawal of Deposited Property

Subject to the terms of the Deposit Agreement, the Holder may request withdrawal of, and the Depository shall thereupon relinquish, the Deposited Property underlying any Depository Receipt upon receipt of the relevant Certificate(s) by the Depository at the specified address of the Depository or as otherwise agreed and any such additional evidence of the entitlement of the Holder to the relevant Depository Receipts as the Depository may reasonably require, accompanied by:

- (a) a duly executed order with a Medallion Signature Guarantee (in a form approved by the Depository) requesting the Depository to cause the Deposited Property being withdrawn to be delivered to the specified address of the Custodian, or (at the request, risk and expense of the Holder and only if permitted by Applicable Legislation from time to time) at the specified office of the Depository or to the person(s) designated in such order or as otherwise agreed;
- (b) the payment of such fees, taxes, duties, charges and expenses as may be required under the Deposit Agreement or this Certificate; and
- (c) such proof, certificates and representations and warranties as to matters of fact, including, without limitation, as to such person's identity and such further documents and information as the Depository may deem reasonably necessary, appropriate or otherwise desirable for the administration or implementation of the Deposit Agreement in accordance with Applicable Legislation.

Upon the production of such documentation and the making of such payments, the Depository will direct the Custodian, to deliver at the specified office of the Depository, or to the order in writing of the person(s) designated in the accompanying order:

- (i) evidence of a transfer in respect of the relevant Deposited Property by the Custodian, and accompanied by such instruments of transfer in blank or to the person or persons specified in the order for withdrawal and such other documents, if any, as are required by law for the transfer thereof and as appropriate, evidence of the cancellation of the relevant Depository Receipts; and

(ii) all other property forming part of the relevant Deposited Property attributable to Depository Receipts, accompanied, if required by the Articles of Association or Applicable Legislation, by one or more duly executed endorsements or instruments of transfer in respect thereof,

PROVIDED THAT THE DEPOSITARY (AT THE REQUEST, RISK AND EXPENSE OF ANY HOLDER SO SURRENDERING A DEPOSITARY RECEIPT) MAY DELIVER OR CAUSE THE CUSTODIAN TO DELIVER THE ITEMS REFERRED TO IN (i) AND (ii) ABOVE AT SUCH OTHER PLACE OR TO SUCH OTHER PERSON AS MAY BE DESIGNATED BY THE SURRENDERING HOLDER IN THE RELEVANT ORDER.

In respect of such transfer of Deposited Property:

(a) the Depository shall be entitled to deliver to the Transferee, in lieu of the relevant Deposited Securities to which the Transferee is entitled, any securities into which such Deposited Securities have been converted, sub-divided or consolidated, any securities which are substituted by the Company for such Deposited Securities or any proceeds and/or securities received or issued in lieu of such Deposited Securities as a result of any corporate event or transaction of or affecting the Company; and

(b) without prejudice to the generality of the immediately preceding paragraph, where the Depository has at the direction of the Holder tendered, exchanged or otherwise conveyed Deposited Securities to a third party pursuant to a tender offer, exchange offer or other transaction, the Depository shall deliver to the Transferee in question the proceeds and/or securities received in respect of the tendered, exchanged or otherwise conveyed Deposited Securities underlying the Depository Receipts being withdrawn, in lieu of such Deposited Securities;

in each case as soon as practicable following receipt if the same have not been received by the effective date of the Transfer.

Notwithstanding any other provisions of Section 9 of the Deposit Agreement, the Depository shall not be required to make arrangements for the transfer of Company Securities during any period when the Share Register for the A Shares or the Depository Receipt Register is closed.

Deposited Property shall be delivered by the Depository to any person only under the circumstances expressly contemplated in the Deposit Agreement, and the Depository shall not be liable to a Holder or a Transferee if, under the terms thereof, any Deposited Property is not or cannot be delivered to or to the order of a Transferee.

The Holders shall be liable for any reasonable and documented costs (which shall include, but shall not be limited to, any applicable notary fees) incurred in carrying out a transfer of Depository Receipts and each Holder agrees to indemnify the Depository for any such costs incurred and the Depository shall not be obliged to effect any transfer unless it has been provided cleared funds for such costs to its reasonable satisfaction.

The Depository shall only be obliged to deliver Company Securities or other Deposited Property to the extent Company Securities or such other Deposited Property are then held by the Custodian or the Depository or by their respective agents under the Deposit Agreement.

Notwithstanding the withdrawal of Deposited Securities under Section 9 of the Deposit Agreement, income distributions attributable thereto shall be governed by Section 8 of the Deposit Agreement.

Any person requesting cancellation of Depository Receipts may be required by the Depository to furnish it with a legal opinion by U.S. legal counsel reasonably acceptable to Computershare to the effect that such Depository Receipts and the Company Securities represented thereby may be offered and sold without registration under the Securities Act pursuant to an applicable exemption from the registration requirements thereof, and dealing with such other reasonable issues as may be requested by Computershare.

Under certain circumstances as set forth in the Deposit Agreement, a Holder shall be deemed, at the election of the Depository, to have requested the cancellation of the Holder's Depository Receipts(s) and the withdrawal of the Deposited Securities represented by such Depository Receipts(s).

To the extent the Deposited Securities customarily trade in book-entry form, electronic delivery of the Deposited Securities represented by such Depository Receipts shall be made to the Holder in accordance with the Deposit Agreement. To the extent such Deposited Securities customarily trade in certificated form, delivery of Deposited Securities represented by such Depository Receipts may be made to the Holder or upon such Holder's order by the delivery of certificates at the office of the Depository or its Agent as designated by the surrendering Holder in accordance with the Deposit Agreement.

Depository Receipt Register

The Depository shall maintain at an office which may, but need not, be the Depository's registered office: (a) a separate register in respect of the Depository Receipts (the "**Depository Receipt Register**") for the registration, registration of transfer, combination and split up of Depository Receipts, which at reasonable times shall be open for inspection by Holders for the purpose of communicating with Holders in the interest of the business of the Company or a matter relating to the Deposit Agreement; and (b) facilities for the delivery and receipt of Depository Receipts. The Depository may close the Depository Receipt Register at any time or from time to time when deemed expedient by it.

Title to Depository Receipts and validity

Title to the Depository Receipts shall be evidenced by entry in the Depository Receipt Register. This Certificate evidences the Holder's entitlement to the Depository Receipts. Title to these Depository Receipts may be transferred by the Holder providing the Depository with a duly executed stock transfer form setting out the person to whom a specified number of the Depository Receipts will be transferred and the Certificates therefor and such other requirements as set forth in the Deposit Agreement. The Depository, notwithstanding any notice to the contrary, may treat the person in whose name a Depository Receipt is registered on the Depository Receipt Register as the absolute owner thereof for all purposes and neither the Depository nor the Company will have any obligation or be subject to any liability under the Deposit Agreement to any holder of a Depository Receipt, unless such holder is the Holder thereof.

Charges, obligations, representations and warranties

The Depository shall be entitled to charge Holders in respect of the provision of its services under the Deposit Agreement the fees and expenses notified from time to time and not payable by the Company under the Deposit Agreement.

By holding a Depository Receipt or an interest therein, Holders are confirming that they have read, and are in agreement with, the provisions, terms and obligations set forth in the Deposit Agreement and that the Deposit Agreement shall govern the rights of the Holder in respect of the Depository Receipts and the Deposited Property and the obligations and liability of and to the Depository, including, without limitation, the indemnification obligations of Holders, the limitations on Holder rights against the Depository, the possibility that the Holder will be deemed to have taken certain actions or provided certain instructions under the Deposit Agreement, the representations and warranties given and to be given by Holders and the fees, charges, taxes, duties and expenses payable by a Holder. Each person depositing Company Securities and to whom Depository Receipts are to be issued or transferred pursuant to the Deposit Agreement and each Holder shall be bound as a holder by the provisions of the Deposit Agreement and shall be required to give such warranties and certifications to the Depository as the Depository may reasonably require. Each person depositing Company Securities and to whom Depository Receipts are to be issued pursuant to the Deposit Agreement and each Holder shall be deemed to represent and warrant that Company Securities which are transferred or issued to the Custodian with respect to which Depository Receipts are to be issued or are so issued are duly authorized, validly issued and outstanding, fully paid up, non-assessable and legally obtained by the person depositing such Company Securities and the person to whom Depository Receipts are to be issued, all pre-emptive and comparable rights, if any, with respect to such Company Securities have been validly waived or exercised, such person is duly authorized to deposit such Company Securities under the Deposit Agreement and has effected a legal, valid and binding disposition of such Company Securities to the Depository or the Custodian, such Company Securities are being transferred or, as the case may be, issued free and clear of all liens, charges, encumbrances, security interests, adverse claims or other third party interests, that such transfers or, as the case may be, such issues of Company Securities to the Custodian are not in contravention of the Articles of Association of the Company or of any contractual obligation binding on such person or the person making the transfer or of any Applicable Legislation or order binding on or affecting such person or the person making the transfer, and to the extent such person is an "affiliate" of the Company as such term is defined in Rule 144 under the Securities Act, that at the time of any transfer, sale or other disposition of such Company Securities or the Depository Receipts representing such Company Securities (i) the Company Securities will be duly registered pursuant to an effective registration statement under the Securities Act or (ii) all of the provisions of Rule 144 under the Securities Act which enable the Company Securities to be freely sold (in the form of Depository Receipts) will be fully complied with and, in either case, all of the Depository Receipts representing such Company Securities will not be "restricted securities" as defined in Rule 144 upon the sale thereof. The Depository shall be entitled to refuse to accept Company Securities for deposit under the Deposit Agreement (i) whenever it is notified in writing by the Company that the Company has restricted the transfer thereof to comply with ownership restrictions under Applicable Legislation; (ii) if it reasonably believes that any relevant transfer is invalid or ineffective to pass title in Company Securities under any Applicable Legislation; (iii) if the Depository is notified by or on behalf of the Company that such deposit or the issue of Depository Receipts pursuant to the Deposit Agreement would or is reasonably likely to result in the contravention of any Applicable Legislation; or (iv) such deposit fails to comply with any applicable requirements of the Deposit Agreement or with such requirements as the Depository may establish consistent with the Deposit Agreement.

Limitations on the Depository's Liability and Obligations

Holders acknowledge that the Depository shall not incur any liability to any Holder or to any other person for any Losses suffered or incurred by such Holder or other person arising out of or in connection with the performance or non-performance of the Depository's obligations or duties arising under any provisions of the Deposit Agreement, or otherwise, except to the extent that such Losses directly result from the Depository's fraud, gross negligence or wilful misconduct, in which case the combined maximum liability of the Depository to all Holders and the Client shall not exceed the amounts paid under the Deposit Agreement by Client to Computershare as fees and charges, but not including reimbursable expenses, during the twelve months immediately preceding the event, act or omission for which recovery from Computershare is being sought. Except to the extent expressly provided in the preceding sentence, by holding a Depository Receipt the Holders (i) release the Depository from any and all liability in connection with or arising out of the Deposit Agreement or the transactions contemplated thereby and (ii) agree that they will not under any circumstance make any claim, bring any action or commence any legal proceedings against the Depository under, or in connection with, the Deposit Agreement. The Depository shall not incur any liability as a result of any act or omission to act on the part of any Custodian unless the Custodian has committed fraud or wilful misconduct in the provision of custodian services to the Depository.

Subject to the provisions of the Deposit Agreement, the Depository and its agents shall not incur any liability to any Holder, the Company, or to any other person if, by reason of:

- (a) any provision of any present or future law, rule, regulation, fiat, order or decree of the United States, the United Kingdom or any other country or jurisdiction or of any governmental or regulatory authority or any securities exchange or market or automated quotation system, or by reason of the interpretation thereof;
- (b) the Articles of Association of the Company or the provisions of or governing the Company Securities;
- (c) any act or omission of the Company in contravention of the Deposit Agreement;

(d) any computer failure or breakdown outside the direct and immediate control of the Depositary; or

(e) any act of God, war, terrorism, nationalization, expropriation, currency restrictions, work stoppage, strike, lockout, riot, civil unrest, revolutions, rebellions, explosions, epidemics, pandemics, governmental regulations, communication line failures, power failure, earthquake or other disaster or any circumstance beyond the direct and immediate control of the Depositary,

the performance by the Depositary or any other person of any act or thing which is required or permitted or contemplated to be done or performed by or pursuant to the Deposit Agreement shall be prevented or delayed, or would cause any of them to be subject to any civil or criminal penalty, or would be required to be effected in some manner or to an extent which is different in any respect from that provided for or contemplated by the Deposit Agreement.

If and to the extent that by virtue of laws of any jurisdiction outside England and Wales, or the application or operation of those laws in any particular event or circumstance, or by virtue of the provisions of the Articles of Association of the Company or the application or operation of those provisions in any particular event or circumstance, the Depositary or the Custodian does not acquire unconditional and absolute title or right to any Deposited Property, or acquires a title or right to any Deposited Property which is in any manner encumbered or defective or liable to be displaced or avoided, or where as a result of an event or circumstance beyond the Depositary's reasonable control the Deposited Property is reduced or depleted or the Depositary does not hold sufficient Company Securities to cover Depositary Receipts in issue, neither the Depositary nor the Custodian shall be in any way liable to the Company or to any Holder or any other person by reason thereof; but in any such case the Depositary shall be entitled to take or cause to be taken such action as shall in its opinion be reasonable or appropriate, including without limitation the cancellation without compensation of Depositary Receipts of any Holder(s) determined by the Depositary whether or not such Holder(s) are in any way responsible for the relevant event or circumstance, provided that the Depositary shall use reasonable efforts to promptly notify such Holder(s) following any such cancellation; and each Holder agrees that, by acquiring and holding Depositary Receipts representing Company Securities by means of the arrangements contemplated by the Deposit Agreement, such Holder accepts the risk that by virtue of such laws or terms and conditions, or the application or operation thereof or any such event or circumstance the interest in any relevant Deposited Property may not be entire, complete and unimpeachable.

If the Depositary becomes entitled to take or cause to be taken action in accordance with the immediately preceding paragraph, it will in its sole discretion consider whether it may directly or indirectly transfer or make available to any Holder adversely affected, in whole or in part, the benefit of any rights, claims or other assets which may be available to the Depositary and which pertain to the matter(s) giving rise to the relevant event or circumstance.

The Depository may rely on, and shall not be liable for any Loss suffered by any Holder or any other person by reason of its having accepted (or the Custodian or the Company or its agents having accepted) as valid and having relied upon any written notice, instruction request, direction, transfer, certificate for Company Securities (or other securities), electronic communication or any other document or any translation thereof or communication reasonably believed by it in good faith to be genuine notwithstanding that the same shall have been forged or shall not be genuine or accurate or shall not have been duly authorized or delivered.

The Depository may act, or take no action, on the advice or opinion of, or in reliance upon, any advice, opinion, certificate or information obtained from, the Company or any reputable lawyer, valuer, accountant, banker, broker, information provider, settlement system operator, registrar or other expert whether obtained by the Company, the Depository or otherwise, or any person presenting Company Securities for deposit, any Holder, or any other person, believed by the Depository in good faith to be competent to give such advice, opinion, certificate or information, and shall not except where any such person is a member of the same group of companies as the Depository be responsible or liable to any Holder or any other person for any Losses occasioned by so acting or refraining from acting or relying on information from persons depositing Company Securities or otherwise entitled to the issue of Depositary Receipts. Any such advice, opinion, certificate or information may be sent or obtained by letter, telex, facsimile transmission, e-mail, or other electronic communication and the Depository shall not be liable for acting on any such advice, opinion, certificate or information notwithstanding that the same shall have been forged or shall not be genuine or accurate.

The Depository may call for and shall be permitted to accept as sufficient evidence of any fact or matter or the expediency of any transaction or thing a certificate, letter or other written communication, purporting to be signed on behalf of the Company by a director of the Company or by a person duly authorized in writing by a director of the Company or such other certificate from any such person as is specified in the immediately preceding paragraph which the Depository reasonably considers appropriate and the Depository shall not be bound in any such case to call for further evidence or be responsible to any Holder or any other person for any Loss or Liability that may be occasioned by the Depository acting on such certificate, except to the extent that the Depository commits willful misconduct in carrying out such actions.

The Depository shall not be required or obliged to monitor, supervise or enforce the observance and performance by the Company of any of its obligations, including, without limitation, those arising under or in connection with Applicable Legislation, or any contract or instrument to which the Company is a party or by which it or any of its assets is bound. The Depository makes no representation or recommendation to any person regarding the financial condition of the Company or the advisability of acquiring Depositary Receipts or Company Securities or other property or as to the type or character or suitability thereof and takes no responsibility for the operations of the Company or the effect thereof on the value of the relevant Company Securities or Depositary Receipts or any rights derived therefrom.

The Depository and the Custodian may engage or be interested in any financial or other business transactions with the Company or any other member of any group of which the Company is a member or in relation to the Deposited Property (including, without prejudice to the generality of the foregoing, the conversion of any part of the Deposited Property from one currency to another), may at any time acquire, hold, be interested in or deal with Company Securities and/or Depositary Receipts for their own account or for the account of any other person and shall be entitled to charge and be paid all usual fees, commissions and other charges for business transacted and acts done by them otherwise than in the capacity of Depository or Custodian (as the case may be) in relation to matters arising under the Deposit Agreement (including, without prejudice to the generality of the foregoing, charges on the conversion of any part of the Deposited Property from one currency to another and on any sales of property) without accounting to the Holders or any other person for any profit arising therefrom.

The Depositary shall use commercially reasonable efforts to effect any sale of securities or other property or transferable right and any conversion of currency as is referred to or contemplated by the Deposit Agreement in accordance with its normal practices and procedures and subject to the terms of the Deposit Agreement but shall have no liability with respect to the financial or other terms of such sale or conversion, the timing thereof, or any delay in action or omission to act, or for any error or delay in action, omission to act, default or negligence on the part of the party retained in connection with any such sale or conversion, or if the effecting of such sale or conversion shall not be reasonably practicable.

The Depositary shall have no responsibility whatsoever to any Holder or any other person as regards any deficiency which might arise because the Depositary is subject to or accountable for any tax in respect of any or any part of the Deposited Property or any income, distribution or capital or other payment arising therefrom or any proceeds of sale thereof.

Without prejudice to any other powers which the Depositary may have under the Deposit Agreement, the Depositary shall, after providing the Company (subject to reimbursement of the Depositary's reasonable expenses by the Company) with copies of all proposed agreements or undertakings and consulting with the Company, in each case to the extent practicable and not prohibited by Applicable Legislation, be entitled to enter into any agreement with or give any undertakings required by law to any relevant taxation authority concerning the taxation status of the transactions effected pursuant to the Deposit Agreement and to do all such things as may be reasonably required under the terms of any such agreement or undertakings. After entering into any such agreement or undertaking, the Depositary will, to the extent it is not prohibited from doing so under Applicable Legislation or the terms of such agreement or undertaking, provide a copy thereof to the Company at its reasonable request in connection with any claim for indemnification brought against the Company under the Deposit Agreement. At the Depositary's request the Company shall enter into confidentiality agreements on terms agreeable to the Depositary, acting reasonably, covering all information and documents provided to the Company in regard to such agreements and undertakings and/or proposed agreements and undertakings.

No provision of the Deposit Agreement shall require the Depository to expend or risk its own funds or otherwise incur any financial liability in the performance of any of its duties or in the exercise of any of its rights or powers thereunder, except to the extent a liability arises directly from the Depository's fraud, gross negligence or willful misconduct. If, notwithstanding this provision, the Depository reasonably does so, it shall be entitled to make such deductions from the Deposited Property or any income, distribution or capital arising therefrom or to sell all or any of the Deposited Property and make such deductions from the proceeds of sale thereof as may be required to account for any loss, expenditure or liability suffered by the Depository in respect thereof.

All communications, notices, certificates, documents of title and remittances to be delivered by or sent to or from Holders or their agents will be delivered to or sent to or from them at their own risk.

The Depository shall not be liable to a Holder for delays or failure to perform any of its obligations under the Deposit Agreement resulting from acts beyond the Depository's reasonable control.

The Depository and its agents shall incur no liability (a) by reason of any exercise or failure to exercise any discretion given it in the Deposit Agreement; (b) for the acts or omissions made by, or the insolvency of, any securities depository, clearing agency or settlement system; (c) in connection with or arising from, the insolvency of any Custodian that is not an affiliate of the Depository; or (d) for the price received in connection with any sale of securities, the timing thereof, or any delay in action or omission to act, or for any error or delay in action, omission to act, default or negligence on the part of the party retained in connection with any such sale or proposed sale. The Depository shall be under no obligation to inform Holders or any other holders of an interest in any Depository Receipts about the requirements of Applicable Legislation or any changes therein or thereto. The Depository and its agents will not be responsible for any failure to carry out any instructions to vote any of the Deposited Securities, for the manner in which any such vote is cast or for the effect of any such vote. The Depository may rely upon instructions from the Company or its counsel in respect of any approval or license required for any currency conversion, transfer or distribution. Notwithstanding anything to the contrary set forth in the Deposit Agreement, the Depository and its agents may fully respond to any and all demands or requests for information maintained by or on its behalf in connection with the Deposit Agreement, any Holder or Holders, any Depository Receipt or Depository Receipts or otherwise related hereto or thereto to the extent such information is requested or required by or pursuant to any lawful authority, including without limitation Applicable Legislation, administrative or judicial process, banking, securities or other regulators. The Depository shall not incur any liability for any tax consequences that may be incurred by Holders on account of their ownership of the Depository Receipts. The Depository shall not incur any liability for the content of any information submitted to it by or on behalf of the Company for distribution to the Holders or for any inaccuracy of any translation thereof, for the content of any information from the Company and (to the extent the Company has appointed one) the Share Registrar relating to cash distributions, corporate actions, forthcoming meetings of the holders of those securities and other matters having a bearing on the rights of persons holding Depository Receipts representing Company Securities, or for the time at which any such information is available or the timing of the delivery of such information to the Depository, the Custodian or its nominee. The Depository shall not incur any liability for any investment risk associated with acquiring an interest in the Deposited Securities, for the validity or worth of the Deposited Securities, for the credit-worthiness of any third party, for allowing any rights to lapse upon the terms of the Deposit Agreement, or for the failure or timeliness of any notice from the Company. The Depository shall not be liable for any acts or omissions made by a successor depository whether in connection with a previous act or omission of the Depository or in connection with any matter arising wholly after the removal or resignation of the Depository.

Notwithstanding any other provision of the Deposit Agreement or the Depositary Receipts to the contrary, neither the Depositary, the Custodian, nor any of their respective agents shall be liable to the Company, Holders or beneficial owners of interests in Depositary Receipts for any incidental, indirect, special, punitive or consequential damages (including, without limitation, legal fees and expenses) of any nature whatsoever, including but not limited to lost profits, in each case of any form incurred by any person or entity, whether or not foreseeable and regardless of the type of action in which such a claim may be brought, even if apprised of the possibility of such damages.

The Depositary may consult with foreign counsel, at the Company's expense (only to the extent the prior written consent of the Company is obtained, which consent shall not be unreasonably withheld, delayed or conditioned), to resolve any foreign law issues that may arise as a result of the Company or any other party being subject to the laws or regulations of any foreign jurisdiction, provided that if the Company does not grant such approval, the Depositary will not be liable to the Company, the Holders or any other person by reason of the applicability or effect of any such foreign laws or regulations to any party.

The Depositary, Custodian or any affiliated companies or associates of each may act as agent for, provide banking, depository, custodian and other services to, and generally engage in any kind of business with, others (including without limitation issuers of securities, money market instruments or other property purchased for and on behalf of the Depositary) to the same extent as if the Depositary and/or Custodian were not a party to these arrangements. Nothing in the Deposit Agreement shall be deemed to restrict the right of the Depositary, the Custodian or the affiliated companies or associates of each to perform such services for any other person or entity; the performance of such services for others and the receipt of any fees, or other compensation in relation to such service, business or activity will not be deemed to violate the terms of the Deposit Agreement or give rise to any duty or obligation not specifically undertaken by the Depositary or Custodian under the Deposit Agreement.

The Depositary shall not be under any duty to bring legal proceedings against the Company on behalf of a Holder, and shall have no obligation to appear in, prosecute or defend any other action, suit or other proceeding in respect of any Deposited Securities or the Depositary Receipts; and if the Depositary agrees to so act, it shall do so only if fully indemnified by the Holder or the Company.

Depository's Right to Refrain from Acting

The Depository shall not be required to carry out any act under the Deposit Agreement, including without limitation the acceptance of Company Securities for Deposit thereunder, which the Depository considers falls into one or more of the following:

- (a) in the judgment of its legal counsel (whether internal or external), will, or would reasonably be expected to, be contrary to or breach (i) any Applicable Legislation or (ii) any requirement of any government or governmental authority, body or agency or any regulatory authority, or (iii) any provision of the Deposit Agreement; or
- (b) would reasonably be expected to cause it to suffer or incur any financial liability or any financial obligation of any kind or cause it to be liable to any person (including any liability for Taxes), except for (i) any financial liability or financial obligation (other than a liability or obligation relating to stamp duty or stamp duty reserve tax) in respect of which the Company provides written confirmation that the Depository is fully indemnified under the Deposit Agreement, and for which the Company provides a bond or advances the requisite amounts should the Depository so request, and (ii) any liability for stamp duty or stamp duty reserve tax in respect of which (a) the Depository has received evidence reasonably satisfactory to the Depository of payment of such stamp duty and/or stamp duty reserve tax in full by the Client or (b) the Company has provided cleared funds to the Depository in the full amount of such stamp duty and/or stamp duty reserve tax, and the Depository has paid the applicable tax to HMRC and has, to the extent it is reasonably available, received confirmation that such payment has been received; provided that in either such case under this clause (ii) the Depository shall have the right, prior to carrying out the relevant act under the Deposit Agreement, to receive a written opinion from the Company's UK tax advisers confirming the calculation of the amount of stamp duty and/or stamp duty reserve tax payable in connection with such act; or
- (c) in the reasonable judgment of its legal counsel (whether internal or external), will or will likely require it to have or obtain a legal status, or to obtain any license, permit, authorization, consent, approval or other permission, in any case which it does not have at the date of the Deposit Agreement; or
- (d) in the reasonable judgement of its legal counsel (whether internal or external), will or will likely require it to comply with any other Applicable Legislation, compliance with which the Depository considers, acting reasonably, is unduly onerous for it; or
- (e) which would have a material adverse impact on the Depository including a material adverse impact on its business.

In any such case the Depository may take such actions, or refrain from taking such actions, as it reasonably believes may be necessary to avoid any of the consequences under clauses (a) through (e) above, as applicable.

Indemnification

Under the Deposit Agreement, the Holders agree that, without limiting the rights of the Depository and the Custodian, and each of their respective agents, directors, officers, employees and affiliates to indemnification from the Client, each Holder shall be required to accept liability for and shall be bound to indemnify the Depository and the Custodian and their respective agents, directors, officers, employees and affiliates and hold each of them harmless from and against, and shall reimburse each of them for, any and all Losses (other than tax on their fees), arising from or incurred in connection with (a) any act performed in accordance with or for the purposes of or otherwise related to, the Deposit Agreement insofar as they relate to Deposited Property held for the account of, or Depository Receipts held by, that Holder, including, without limitation, payment of applicable stamp duty reserve tax (or stamp duty) in accordance with the Deposit Agreement, and (b) any breach by that Holder of any of the representations or warranties made or deemed to be made by it in connection with its deposit of Company Securities under the Deposit Agreement, except for Losses determined by a court of competent jurisdiction to be directly caused by or resulting from (i) any fraud, willful misconduct or gross negligence of the Depository or (ii) the Custodian's fraud, willful misconduct or gross negligence in the provision of custodial services to the Depository.

The Holders further agree that

- (a) The Depository shall be entitled to make such deductions from the Deposited Property or any income, distribution or capital arising therefrom or to sell all or any of the Deposited Property and make such deductions from the proceeds of sale thereof as may be required to discharge the indemnification obligations of the Holders under Section 14 of the Deposit Agreement;
- (b) The obligations of each Holder under Section 14 of the Deposit Agreement shall survive any termination of the Deposit Agreement in whole or in part and any resignation or replacement of the Depository and any Custodian;
- (c) Should any amount paid or payable under the Deposit Agreement by a Holder be itself subject to tax in the hands of the recipient (other than on fees payable to the recipient) or be required by law to be paid under any deduction or withholding, the relevant Holder(s) will be required to pay such sums as will after any such tax, deduction or withholding leave the recipient with the same amount as it would have received if no such tax had been payable and no deduction or withholding had been made and such payments and adjustments shall be made as may be necessary to give effect to this paragraph; and
- (d) If a payment is made by a Holder to an Indemnified Party (i) in respect of stamp duty and/or stamp duty reserve tax, (ii) pursuant to Section 11.2 of the Deposit Agreement, or (iii) pursuant to Section 14.1 of the Deposit Agreement in respect of any Taxes of the type described in clauses (i) or (ii) of this paragraph, and in any such case the Indemnified Party subsequently obtains a total or partial refund of the relevant Taxes from a Tax Authority, the Indemnified Party shall, as soon as reasonably practicable, give notice of this fact to the Holder and reimburse to the Holder the amount of the refund actually received by the Indemnified Party from the Tax Authority, after deduction of all fees, costs and expenses incurred by the Indemnified Party in connection with obtaining such refund; provided, however, that nothing in this paragraph shall cause any Indemnified Party to be subject to any obligation whatsoever to apply for or otherwise seek or obtain a refund of any Taxes; provided, further, that if the Depository agrees to apply for or otherwise seek such a refund following a request by the Holder, it shall first be entitled to indemnification to its reasonable satisfaction by the Holder for any reasonable costs, liabilities and expenses.

Taxes

If any fees, costs, taxes, duties or charges shall become payable by or on behalf of the Custodian or the Depository with respect to any Depository Receipts or any part of the Deposited Property, including without limitation the issuance, holding, or transfer thereof, or any income, distribution or capital or other payment arising from any of the foregoing or any proceeds of the sale thereof, without prejudice of the terms of the Deposit Agreement such fees, taxes, duties or charges shall be paid by the Holder thereof to the Depository. The Depository may refuse to effect any registration of Depository Receipts or any withdrawal of the underlying Deposited Securities until such payment is made. The Depository may also deduct from any income, distributions or capital or other payment on or in respect of, or arising from, Deposited Securities, or may sell by public or private sale for the account of the Holder thereof all or any part of such Deposited Property, provided that such Holder has failed to pay such amounts within three (3) days after the Depository provides reasonable notice to the Holder of its intent to make such deduction or sale, and the Depository may apply such deduction or the proceeds of any such sale in payment of such tax or other governmental charge. The Holder shall remain liable for any deficiency. Upon any such sale, the Depository shall, if appropriate, reduce the number of Depository Receipts evidenced by any Certificate held by such Holder to reflect any such sale and shall distribute the net proceeds of any such sale or the balance of any such property after deduction of such tax or other governmental charge to the Holder. If any governmental, regulatory or court consent needs to be obtained prior to the delivery of the Deposited Property or the net proceeds thereof to the Holder, the Depository need not obtain any such consent and shall make such arrangements with respect to the Deposited Property or the net proceeds thereof as it shall see fit.

In addition to any rights and remedies to which the Depository is entitled under the Deposit Agreement, to the extent that the Depository (or its nominee) is accountable for and/or primarily liable and is required to pay for stamp duty reserve tax (or stamp duty) pursuant to the Finance Act (or otherwise under other UK enactments or regulations), in respect of any chargeable securities transferred or issued to, or appropriated by, the Depository pursuant to the Deposit Agreement, each Holder agrees that where such Holder is to issue, transfer or ensure the transfer to the Depository of Company Securities in relation to which the Depository will issue Depository Receipts, the Holder shall, before such issue, transfer or appropriation, pay to the Depository in cleared funds, or to HMRC on behalf of the Depository, an amount equal to the stamp duty reserve tax (or stamp duty) for which the Depository is liable in respect of such transfer, issue or appropriation, if any.

EXECUTED and DELIVERED)
by **Computershare Trust Company, N.A.**
acting by [insert title])

Signature of [insert title]

Schedule 4B
Form of Certificate Evidencing A1 Depositary Receipts

[RESTRICTIVE LEGEND TO BE INSERTED]

CERTAIN RIGHTS OF THE HOLDER OF THIS DEPOSITARY RECEIPT MAY BE WITHHELD IN ACCORDANCE WITH THE PROVISIONS OF THE DEPOSIT AGREEMENT FOR THE PROVISION OF DEPOSITARY SERVICES AND CUSTODY SERVICES IN RESPECT OF DEPOSITARY RECEIPTS DATED [DATE], 2024 BY AND BETWEEN THE DEPOSITARY AND KINKSA PHARMACEUTICALS INTERNATIONAL, PLC (THE "**DEPOSIT AGREEMENT**"), INCLUDING, WITHOUT LIMITATION, THE RIGHT TO RECEIVE DIVIDENDS AND OTHER DISTRIBUTIONS

No. of Depositary Receipts:

Certificate Number: _____

CERTIFICATE

evidencing

A1 DEPOSITARY RECEIPTS

representing

A1 ORDINARY SHARES

of

KINKSA PHARMACEUTICALS INTERNATIONAL, PLC

(Incorporated under the laws of England and Wales)

Computershare Trust Company, N.A., a national banking association organized under the laws of the United States whose registered office is at 150 Royall Street, Canton, MA 02021 (the "**Depositary**"), hereby certifies that _____ is the registered owner (a "**Holder**") of Kiniksa Pharmaceuticals International, plc A1 Depositary Receipts ("**Depositary Receipts**"), each representing one A1 ordinary share, including rights to receive A1 ordinary shares (together "**A1 Shares**" and, together with any additional securities, property or cash from time to time held by the Depositary in respect or in lieu thereof, the "**Deposited Securities**"), of Kiniksa Pharmaceuticals International, plc, a company incorporated under the laws of England and Wales with registered number 15630565 (the "**Company**"), and deposited at the office of GTU Ops, Inc. (the "**Custodian**"), the Custodian appointed by the Depositary.

The A1 Shares are registered in the name of the Custodian and the Deposited Securities will be held by the Custodian as nominee for the Depositary. This Depositary Receipt is issued pursuant to the Deposit Agreement dated [date], 2024 (as amended from time to time, the "**Deposit Agreement**") among the Company, the Depositary and the Holders from time to time of Depositary Receipts issued in accordance therewith. Each Holder of a Depositary Receipt shall, by accepting such Depositary Receipt be bound by all the provisions of the Deposit Agreement. Copies of the Deposit Agreement are available at the Depositary's registered office referred to above and at the office of the Custodian. This Depositary Receipt (which includes the provisions set forth on the reverse hereof) shall be governed by and construed in accordance with the laws of the State of New York. Words and expressions defined in the Deposit Agreement shall have the same meaning in this Certificate.

Rights over Deposited Property

In accordance with, and subject to, the terms of the Deposit Agreement, the Holder is entitled to distributions which the Depository or Custodian receives in respect of the Deposited Securities.

Withdrawal of Deposited Property

Subject to the terms of the Deposit Agreement, the Holder may request withdrawal of, and the Depository shall thereupon relinquish, the Deposited Property underlying any Depository Receipt upon receipt of the relevant Certificate(s) by the Depository at the specified address of the Depository or as otherwise agreed and any such additional evidence of the entitlement of the Holder to the relevant Depository Receipts as the Depository may reasonably require, accompanied by:

- (a) a duly executed order with a Medallion Signature Guarantee (in a form approved by the Depository) requesting the Depository to cause the Deposited Property being withdrawn to be delivered to the specified address of the Custodian, or (at the request, risk and expense of the Holder and only if permitted by Applicable Legislation from time to time) at the specified office of the Depository or to the person(s) designated in such order or as otherwise agreed;
- (b) the payment of such fees, taxes, duties, charges and expenses as may be required under the Deposit Agreement or this Certificate; and
- (c) such proof, certificates and representations and warranties as to matters of fact, including, without limitation, as to such person's identity and such further documents and information as the Depository may deem reasonably necessary, appropriate or otherwise desirable for the administration or implementation of the Deposit Agreement in accordance with Applicable Legislation.

Upon the production of such documentation and the making of such payments, the Depository will direct the Custodian, to deliver at the specified office of the Depository, or to the order in writing of the person(s) designated in the accompanying order:

- (i) evidence of a transfer in respect of the relevant Deposited Property by the Custodian, and accompanied by such instruments of transfer in blank or to the person or persons specified in the order for withdrawal and such other documents, if any, as are required by law for the transfer thereof and as appropriate, evidence of the cancellation of the relevant Depository Receipts; and

(ii) all other property forming part of the relevant Deposited Property attributable to Depositary Receipts, accompanied, if required by the Articles of Association or Applicable Legislation, by one or more duly executed endorsements or instruments of transfer in respect thereof,

PROVIDED THAT THE DEPOSITARY (AT THE REQUEST, RISK AND EXPENSE OF ANY HOLDER SO SURRENDERING A DEPOSITARY RECEIPT) MAY DELIVER OR CAUSE THE CUSTODIAN TO DELIVER THE ITEMS REFERRED TO IN (i) AND (ii) ABOVE AT SUCH OTHER PLACE OR TO SUCH OTHER PERSON AS MAY BE DESIGNATED BY THE SURRENDERING HOLDER IN THE RELEVANT ORDER.

In respect of such transfer of Deposited Property:

(a) the Depositary shall be entitled to deliver to the Transferee, in lieu of the relevant Deposited Securities to which the Transferee is entitled, any securities into which such Deposited Securities have been converted, sub-divided or consolidated, any securities which are substituted by the Company for such Deposited Securities or any proceeds and/or securities received or issued in lieu of such Deposited Securities as a result of any corporate event or transaction of or affecting the Company; and

(b) without prejudice to the generality of the immediately preceding paragraph, where the Depositary has at the direction of the Holder tendered, exchanged or otherwise conveyed Deposited Securities to a third party pursuant to a tender offer, exchange offer or other transaction, the Depositary shall deliver to the Transferee in question the proceeds and/or securities received in respect of the tendered, exchanged or otherwise conveyed Deposited Securities underlying the Depositary Receipts being withdrawn, in lieu of such Deposited Securities;

in each case as soon as practicable following receipt if the same have not been received by the effective date of the Transfer.

Notwithstanding any other provisions of Section 9 of the Deposit Agreement, the Depositary shall not be required to make arrangements for the transfer of Company Securities during any period when the Share Register for the A1 Shares or the Depositary Receipt Register is closed.

Deposited Property shall be delivered by the Depositary to any person only under the circumstances expressly contemplated in the Deposit Agreement, and the Depositary shall not be liable to a Holder or a Transferee if, under the terms thereof, any Deposited Property is not or cannot be delivered to or to the order of a Transferee.

The Holders shall be liable for any reasonable and documented costs (which shall include, but shall not be limited to, any applicable notary fees) incurred in carrying out a transfer of Depositary Receipts and each Holder agrees to indemnify the Depositary for any such costs incurred and the Depositary shall not be obliged to effect any transfer unless it has been provided cleared funds for such costs to its reasonable satisfaction.

The Depository shall only be obliged to deliver Company Securities or other Deposited Property to the extent Company Securities or such other Deposited Property are then held by the Custodian or the Depository or by their respective agents under the Deposit Agreement.

Notwithstanding the withdrawal of Deposited Securities under Section 9 of the Deposit Agreement, income distributions attributable thereto shall be governed by Section 8 of the Deposit Agreement.

Any person requesting cancellation of Depository Receipts may be required by the Depository to furnish it with a legal opinion by U.S. legal counsel reasonably acceptable to Computershare to the effect that such Depository Receipts and the Company Securities represented thereby may be offered and sold without registration under the Securities Act pursuant to an applicable exemption from the registration requirements thereof, and dealing with such other reasonable issues as may be requested by Computershare.

Under certain circumstances as set forth in the Deposit Agreement, a Holder shall be deemed, at the election of the Depository, to have requested the cancellation of the Holder's Depository Receipts(s) and the withdrawal of the Deposited Securities represented by such Depository Receipts(s).

To the extent the Deposited Securities customarily trade in book-entry form, electronic delivery of the Deposited Securities represented by such Depository Receipts shall be made to the Holder in accordance with the Deposit Agreement. To the extent such Deposited Securities customarily trade in certificated form, delivery of Deposited Securities represented by such Depository Receipts may be made to the Holder or upon such Holder's order by the delivery of certificates at the office of the Depository or its Agent as designated by the surrendering Holder in accordance with the Deposit Agreement.

Depository Receipt Register

The Depository shall maintain at an office which may, but need not, be the Depository's registered office: (a) a separate register in respect of the Depository Receipts (the "**Depository Receipt Register**") for the registration, registration of transfer, combination and split up of Depository Receipts, which at reasonable times shall be open for inspection by Holders for the purpose of communicating with Holders in the interest of the business of the Company or a matter relating to the Deposit Agreement; and (b) facilities for the delivery and receipt of Depository Receipts. The Depository may close the Depository Receipt Register at any time or from time to time when deemed expedient by it.

Title to Depositary Receipts and validity

Title to the Depositary Receipts shall be evidenced by entry in the Depositary Receipt Register. This Certificate evidences the Holder's entitlement to the Depositary Receipts. Title to these Depositary Receipts may be transferred by the Holder providing the Depositary with a duly executed stock transfer form setting out the person to whom a specified number of the Depositary Receipts will be transferred and the Certificates therefor and such other requirements as set forth in the Deposit Agreement. The Depositary, notwithstanding any notice to the contrary, may treat the person in whose name a Depositary Receipt is registered on the Depositary Receipt Register as the absolute owner thereof for all purposes and neither the Depositary nor the Company will have any obligation or be subject to any liability under the Deposit Agreement to any holder of a Depositary Receipt, unless such holder is the Holder thereof.

Charges, obligations, representations and warranties

The Depositary shall be entitled to charge Holders in respect of the provision of its services under the Deposit Agreement the fees and expenses notified from time to time and not payable by the Company under the Deposit Agreement.

By holding a Depositary Receipt or an interest therein, Holders are confirming that they have read, and are in agreement with, the provisions, terms and obligations set forth in the Deposit Agreement and that the Deposit Agreement shall govern the rights of the Holder in respect of the Depositary Receipts and the Deposited Property and the obligations and liability of and to the Depositary, including, without limitation, the indemnification obligations of Holders, the limitations on Holder rights against the Depositary, the possibility that the Holder will be deemed to have taken certain actions or provided certain instructions under the Deposit Agreement, the representations and warranties given and to be given by Holders and the fees, charges, taxes, duties and expenses payable by a Holder. Each person depositing Company Securities and to whom Depositary Receipts are to be issued or transferred pursuant to the Deposit Agreement and each Holder shall be bound as a holder by the provisions of the Deposit Agreement and shall be required to give such warranties and certifications to the Depositary as the Depositary may reasonably require. Each person depositing Company Securities and to whom Depositary Receipts are to be issued pursuant to the Deposit Agreement and each Holder shall be deemed to represent and warrant that Company Securities which are transferred or issued to the Custodian with respect to which Depositary Receipts are to be issued or are so issued are duly authorized, validly issued and outstanding, fully paid up, non-assessable and legally obtained by the person depositing such Company Securities and the person to whom Depositary Receipts are to be issued, all pre-emptive and comparable rights, if any, with respect to such Company Securities have been validly waived or exercised, such person is duly authorized to deposit such Company Securities under the Deposit Agreement and has effected a legal, valid and binding disposition of such Company Securities to the Depositary or the Custodian, such Company Securities are being transferred or, as the case may be, issued free and clear of all liens, charges, encumbrances, security interests, adverse claims or other third party interests, that such transfers or, as the case may be, such issues of Company Securities to the Custodian are not in contravention of the Articles of Association of the Company or of any contractual obligation binding on such person or the person making the transfer or of any Applicable Legislation or order binding on or affecting such person or the person making the transfer, and to the extent such person is an "affiliate" of the Company as such term is defined in Rule 144 under the Securities Act, that at the time of any transfer, sale or other disposition of such Company Securities or the Depositary Receipts representing such Company Securities (i) the Company Securities will be duly registered pursuant to an effective registration statement under the Securities Act or (ii) all of the provisions of Rule 144 under the Securities Act which enable the Company Securities to be freely sold (in the form of Depositary Receipts) will be fully complied with and, in either case, all of the Depositary Receipts representing such Company Securities will not be "restricted securities" as defined in Rule 144 upon the sale thereof. The Depositary shall be entitled to refuse to accept Company Securities for deposit under the Deposit Agreement (i) whenever it is notified in writing by the Company that the Company has restricted the transfer thereof to comply with ownership restrictions under Applicable Legislation; (ii) if it reasonably believes that any relevant transfer is invalid or ineffective to pass title in Company Securities under any Applicable Legislation; (iii) if the Depositary is notified by or on behalf of the Company that such deposit or the issue of Depositary Receipts pursuant to the Deposit Agreement would or is reasonably likely to result in the contravention of any Applicable Legislation; or (iv) such deposit fails to comply with any applicable requirements of the Deposit Agreement or with such requirements as the Depositary may establish consistent with the Deposit Agreement.

Limitations on the Depository's Liability and Obligations

Holders acknowledge that the Depository shall not incur any liability to any Holder or to any other person for any Losses suffered or incurred by such Holder or other person arising out of or in connection with the performance or non-performance of the Depository's obligations or duties arising under any provisions of the Deposit Agreement, or otherwise, except to the extent that such Losses directly result from the Depository's fraud, gross negligence or wilful misconduct, in which case the combined maximum liability of the Depository to all Holders and the Client shall not exceed the amounts paid under the Deposit Agreement by Client to Computershare as fees and charges, but not including reimbursable expenses, during the twelve months immediately preceding the event, act or omission for which recovery from Computershare is being sought. Except to the extent expressly provided in the preceding sentence, by holding a Depository Receipt the Holders (i) release the Depository from any and all liability in connection with or arising out of the Deposit Agreement or the transactions contemplated thereby and (ii) agree that they will not under any circumstance make any claim, bring any action or commence any legal proceedings against the Depository under, or in connection with, the Deposit Agreement. The Depository shall not incur any liability as a result of any act or omission to act on the part of any Custodian unless the Custodian has committed fraud or wilful misconduct in the provision of custodian services to the Depository.

Subject to the provisions of the Deposit Agreement, the Depository and its agents shall not incur any liability to any Holder, the Company, or to any other person if, by reason of:

- (a) any provision of any present or future law, rule, regulation, fiat, order or decree of the United States, the United Kingdom or any other country or jurisdiction or of any governmental or regulatory authority or any securities exchange or market or automated quotation system, or by reason of the interpretation thereof;
- (b) the Articles of Association of the Company or the provisions of or governing the Company Securities;
- (c) any act or omission of the Company in contravention of the Deposit Agreement;

- (d) any computer failure or breakdown outside the direct and immediate control of the Depositary; or
- (e) any act of God, war, terrorism, nationalization, expropriation, currency restrictions, work stoppage, strike, lockout, riot, civil unrest, revolutions, rebellions, explosions, epidemics, pandemics, governmental regulations, communication line failures, power failure, earthquake or other disaster or any circumstance beyond the direct and immediate control of the Depositary,

the performance by the Depositary or any other person of any act or thing which is required or permitted or contemplated to be done or performed by or pursuant to the Deposit Agreement shall be prevented or delayed, or would cause any of them to be subject to any civil or criminal penalty, or would be required to be effected in some manner or to an extent which is different in any respect from that provided for or contemplated by the Deposit Agreement.

If and to the extent that by virtue of laws of any jurisdiction outside England and Wales, or the application or operation of those laws in any particular event or circumstance, or by virtue of the provisions of the Articles of Association of the Company or the application or operation of those provisions in any particular event or circumstance, the Depositary or the Custodian does not acquire unconditional and absolute title or right to any Deposited Property, or acquires a title or right to any Deposited Property which is in any manner encumbered or defective or liable to be displaced or avoided, or where as a result of an event or circumstance beyond the Depositary's reasonable control the Deposited Property is reduced or depleted or the Depositary does not hold sufficient Company Securities to cover Depositary Receipts in issue, neither the Depositary nor the Custodian shall be in any way liable to the Company or to any Holder or any other person by reason thereof; but in any such case the Depositary shall be entitled to take or cause to be taken such action as shall in its opinion be reasonable or appropriate, including without limitation the cancellation without compensation of Depositary Receipts of any Holder(s) determined by the Depositary whether or not such Holder(s) are in any way responsible for the relevant event or circumstance, provided that the Depositary shall use reasonable efforts to promptly notify such Holder(s) following any such cancellation; and each Holder agrees that, by acquiring and holding Depositary Receipts representing Company Securities by means of the arrangements contemplated by the Deposit Agreement, such Holder accepts the risk that by virtue of such laws or terms and conditions, or the application or operation thereof or any such event or circumstance the interest in any relevant Deposited Property may not be entire, complete and unimpeachable.

If the Depositary becomes entitled to take or cause to be taken action in accordance with the immediately preceding paragraph, it will in its sole discretion consider whether it may directly or indirectly transfer or make available to any Holder adversely affected, in whole or in part, the benefit of any rights, claims or other assets which may be available to the Depositary and which pertain to the matter(s) giving rise to the relevant event or circumstance.

The Depository may rely on, and shall not be liable for any Loss suffered by any Holder or any other person by reason of its having accepted (or the Custodian or the Company or its agents having accepted) as valid and having relied upon any written notice, instruction request, direction, transfer, certificate for Company Securities (or other securities), electronic communication or any other document or any translation thereof or communication reasonably believed by it in good faith to be genuine notwithstanding that the same shall have been forged or shall not be genuine or accurate or shall not have been duly authorized or delivered.

The Depository may act, or take no action, on the advice or opinion of, or in reliance upon, any advice, opinion, certificate or information obtained from, the Company or any reputable lawyer, valuer, accountant, banker, broker, information provider, settlement system operator, registrar or other expert whether obtained by the Company, the Depository or otherwise, or any person presenting Company Securities for deposit, any Holder, or any other person, believed by the Depository in good faith to be competent to give such advice, opinion, certificate or information, and shall not except where any such person is a member of the same group of companies as the Depository be responsible or liable to any Holder or any other person for any Losses occasioned by so acting or refraining from acting or relying on information from persons depositing Company Securities or otherwise entitled to the issue of Depository Receipts. Any such advice, opinion, certificate or information may be sent or obtained by letter, telex, facsimile transmission, e-mail, or other electronic communication and the Depository shall not be liable for acting on any such advice, opinion, certificate or information notwithstanding that the same shall have been forged or shall not be genuine or accurate.

The Depository may call for and shall be permitted to accept as sufficient evidence of any fact or matter or the expediency of any transaction or thing a certificate, letter or other written communication, purporting to be signed on behalf of the Company by a director of the Company or by a person duly authorized in writing by a director of the Company or such other certificate from any such person as is specified in the immediately preceding paragraph which the Depository reasonably considers appropriate and the Depository shall not be bound in any such case to call for further evidence or be responsible to any Holder or any other person for any Loss or Liability that may be occasioned by the Depository acting on such certificate, except to the extent that the Depository commits willful misconduct in carrying out such actions.

The Depository shall not be required or obliged to monitor, supervise or enforce the observance and performance by the Company of any of its obligations, including, without limitation, those arising under or in connection with Applicable Legislation, or any contract or instrument to which the Company is a party or by which it or any of its assets is bound. The Depository makes no representation or recommendation to any person regarding the financial condition of the Company or the advisability of acquiring Depository Receipts or Company Securities or other property or as to the type or character or suitability thereof and takes no responsibility for the operations of the Company or the effect thereof on the value of the relevant Company Securities or Depository Receipts or any rights derived therefrom.

The Depositary and the Custodian may engage or be interested in any financial or other business transactions with the Company or any other member of any group of which the Company is a member or in relation to the Deposited Property (including, without prejudice to the generality of the foregoing, the conversion of any part of the Deposited Property from one currency to another), may at any time acquire, hold, be interested in or deal with Company Securities and/or Depositary Receipts for their own account or for the account of any other person and shall be entitled to charge and be paid all usual fees, commissions and other charges for business transacted and acts done by them otherwise than in the capacity of Depositary or Custodian (as the case may be) in relation to matters arising under the Deposit Agreement (including, without prejudice to the generality of the foregoing, charges on the conversion of any part of the Deposited Property from one currency to another and on any sales of property) without accounting to the Holders or any other person for any profit arising therefrom.

The Depositary shall use commercially reasonable efforts to effect any sale of securities or other property or transferable right and any conversion of currency as is referred to or contemplated by the Deposit Agreement in accordance with its normal practices and procedures and subject to the terms of the Deposit Agreement but shall have no liability with respect to the financial or other terms of such sale or conversion, the timing thereof, or any delay in action or omission to act, or for any error or delay in action, omission to act, default or negligence on the part of the party retained in connection with any such sale or conversion, or if the effecting of such sale or conversion shall not be reasonably practicable.

The Depositary shall have no responsibility whatsoever to any Holder or any other person as regards any deficiency which might arise because the Depositary is subject to or accountable for any tax in respect of any or any part of the Deposited Property or any income, distribution or capital or other payment arising therefrom or any proceeds of sale thereof.

Without prejudice to any other powers which the Depositary may have under the Deposit Agreement, the Depositary shall, after providing the Company (subject to reimbursement of the Depositary's reasonable expenses by the Company) with copies of all proposed agreements or undertakings and consulting with the Company, in each case to the extent practicable and not prohibited by Applicable Legislation, be entitled to enter into any agreement with or give any undertakings required by law to any relevant taxation authority concerning the taxation status of the transactions effected pursuant to the Deposit Agreement and to do all such things as may be reasonably required under the terms of any such agreement or undertakings. After entering into any such agreement or undertaking, the Depositary will, to the extent it is not prohibited from doing so under Applicable Legislation or the terms of such agreement or undertaking, provide a copy thereof to the Company at its reasonable request in connection with any claim for indemnification brought against the Company under the Deposit Agreement. At the Depositary's request the Company shall enter into confidentiality agreements on terms agreeable to the Depositary, acting reasonably, covering all information and documents provided to the Company in regard to such agreements and undertakings and/or proposed agreements and undertakings.

No provision of the Deposit Agreement shall require the Depository to expend or risk its own funds or otherwise incur any financial liability in the performance of any of its duties or in the exercise of any of its rights or powers thereunder, except to the extent a liability arises directly from the Depository's fraud, gross negligence or willful misconduct. If, notwithstanding this provision, the Depository reasonably does so, it shall be entitled to make such deductions from the Deposited Property or any income, distribution or capital arising therefrom or to sell all or any of the Deposited Property and make such deductions from the proceeds of sale thereof as may be required to account for any loss, expenditure or liability suffered by the Depository in respect thereof.

All communications, notices, certificates, documents of title and remittances to be delivered by or sent to or from Holders or their agents will be delivered to or sent to or from them at their own risk.

The Depository shall not be liable to a Holder for delays or failure to perform any of its obligations under the Deposit Agreement resulting from acts beyond the Depository's reasonable control.

The Depository and its agents shall incur no liability (a) by reason of any exercise or failure to exercise any discretion given it in the Deposit Agreement; (b) for the acts or omissions made by, or the insolvency of, any securities depository, clearing agency or settlement system; (c) in connection with or arising from, the insolvency of any Custodian that is not an affiliate of the Depository; or (d) for the price received in connection with any sale of securities, the timing thereof, or any delay in action or omission to act, or for any error or delay in action, omission to act, default or negligence on the part of the party retained in connection with any such sale or proposed sale. The Depository shall be under no obligation to inform Holders or any other holders of an interest in any Depository Receipts about the requirements of Applicable Legislation or any changes therein or thereto. The Depository and its agents will not be responsible for any failure to carry out any instructions to vote any of the Deposited Securities, for the manner in which any such vote is cast or for the effect of any such vote. The Depository may rely upon instructions from the Company or its counsel in respect of any approval or license required for any currency conversion, transfer or distribution. Notwithstanding anything to the contrary set forth in the Deposit Agreement, the Depository and its agents may fully respond to any and all demands or requests for information maintained by or on its behalf in connection with the Deposit Agreement, any Holder or Holders, any Depository Receipt or Depository Receipts or otherwise related hereto or thereto to the extent such information is requested or required by or pursuant to any lawful authority, including without limitation Applicable Legislation, administrative or judicial process, banking, securities or other regulators. The Depository shall not incur any liability for any tax consequences that may be incurred by Holders on account of their ownership of the Depository Receipts. The Depository shall not incur any liability for the content of any information submitted to it by or on behalf of the Company for distribution to the Holders or for any inaccuracy of any translation thereof, for the content of any information from the Company and (to the extent the Company has appointed one) the Share Registrar relating to cash distributions, corporate actions, forthcoming meetings of the holders of those securities and other matters having a bearing on the rights of persons holding Depository Receipts representing Company Securities, or for the time at which any such information is available or the timing of the delivery of such information to the Depository, the Custodian or its nominee. The Depository shall not incur any liability for any investment risk associated with acquiring an interest in the Deposited Securities, for the validity or worth of the Deposited Securities, for the credit-worthiness of any third party, for allowing any rights to lapse upon the terms of the Deposit Agreement, or for the failure or timeliness of any notice from the Company. The Depository shall not be liable for any acts or omissions made by a successor depository whether in connection with a previous act or omission of the Depository or in connection with any matter arising wholly after the removal or resignation of the Depository.

Notwithstanding any other provision of the Deposit Agreement or the Depositary Receipts to the contrary, neither the Depositary, the Custodian, nor any of their respective agents shall be liable to the Company, Holders or beneficial owners of interests in Depositary Receipts for any incidental, indirect, special, punitive or consequential damages (including, without limitation, legal fees and expenses) of any nature whatsoever, including but not limited to lost profits, in each case of any form incurred by any person or entity, whether or not foreseeable and regardless of the type of action in which such a claim may be brought, even if apprised of the possibility of such damages.

The Depositary may consult with foreign counsel, at the Company's expense (only to the extent the prior written consent of the Company is obtained, which consent shall not be unreasonably withheld, delayed or conditioned), to resolve any foreign law issues that may arise as a result of the Company or any other party being subject to the laws or regulations of any foreign jurisdiction, provided that if the Company does not grant such approval, the Depositary will not be liable to the Company, the Holders or any other person by reason of the applicability or effect of any such foreign laws or regulations to any party.

The Depositary, Custodian or any affiliated companies or associates of each may act as agent for, provide banking, depository, custodian and other services to, and generally engage in any kind of business with, others (including without limitation issuers of securities, money market instruments or other property purchased for and on behalf of the Depositary) to the same extent as if the Depositary and/or Custodian were not a party to these arrangements. Nothing in the Deposit Agreement shall be deemed to restrict the right of the Depositary, the Custodian or the affiliated companies or associates of each to perform such services for any other person or entity; the performance of such services for others and the receipt of any fees, or other compensation in relation to such service, business or activity will not be deemed to violate the terms of the Deposit Agreement or give rise to any duty or obligation not specifically undertaken by the Depositary or Custodian under the Deposit Agreement.

The Depositary shall not be under any duty to bring legal proceedings against the Company on behalf of a Holder, and shall have no obligation to appear in, prosecute or defend any other action, suit or other proceeding in respect of any Deposited Securities or the Depositary Receipts; and if the Depositary agrees to so act, it shall do so only if fully indemnified by the Holder or the Company.

Depository's Right to Refrain from Acting

The Depository shall not be required to carry out any act under the Deposit Agreement, including without limitation the acceptance of Company Securities for Deposit thereunder, which the Depository considers falls into one or more of the following:

- (a) in the judgment of its legal counsel (whether internal or external), will, or would reasonably be expected to, be contrary to or breach (i) any Applicable Legislation or (ii) any requirement of any government or governmental authority, body or agency or any regulatory authority, or (iii) any provision of the Deposit Agreement; or
- (b) would reasonably be expected to cause it to suffer or incur any financial liability or any financial obligation of any kind or cause it to be liable to any person (including any liability for Taxes), except for (i) any financial liability or financial obligation (other than a liability or obligation relating to stamp duty or stamp duty reserve tax) in respect of which the Company provides written confirmation that the Depository is fully indemnified under the Deposit Agreement, and for which the Company provides a bond or advances the requisite amounts should the Depository so request, and (ii) any liability for stamp duty or stamp duty reserve tax in respect of which (a) the Depository has received evidence reasonably satisfactory to the Depository of payment of such stamp duty and/or stamp duty reserve tax in full by the Client or (b) the Company has provided cleared funds to the Depository in the full amount of such stamp duty and/or stamp duty reserve tax, and the Depository has paid the applicable tax to HMRC and has, to the extent it is reasonably available, received confirmation that such payment has been received; provided that in either such case under this clause (ii) the Depository shall have the right, prior to carrying out the relevant act under the Deposit Agreement, to receive a written opinion from the Company's UK tax advisers confirming the calculation of the amount of stamp duty and/or stamp duty reserve tax payable in connection with such act; or
- (c) in the reasonable judgment of its legal counsel (whether internal or external), will or will likely require it to have or obtain a legal status, or to obtain any license, permit, authorization, consent, approval or other permission, in any case which it does not have at the date of the Deposit Agreement; or
- (d) in the reasonable judgement of its legal counsel (whether internal or external), will or will likely require it to comply with any other Applicable Legislation, compliance with which the Depository considers, acting reasonably, is unduly onerous for it; or
- (e) which would have a material adverse impact on the Depository including a material adverse impact on its business.

In any such case the Depository may take such actions, or refrain from taking such actions, as it reasonably believes may be necessary to avoid any of the consequences under clauses (a) through (e) above, as applicable.

Indemnification

Under the Deposit Agreement, the Holders agree that, without limiting the rights of the Depository and the Custodian, and each of their respective agents, directors, officers, employees and affiliates to indemnification from the Client, each Holder shall be required to accept liability for and shall be bound to indemnify the Depository and the Custodian and their respective agents, directors, officers, employees and affiliates and hold each of them harmless from and against, and shall reimburse each of them for, any and all Losses (other than tax on their fees), arising from or incurred in connection with (a) any act performed in accordance with or for the purposes of or otherwise related to, the Deposit Agreement insofar as they relate to Deposited Property held for the account of, or Depository Receipts held by, that Holder, including, without limitation, payment of applicable stamp duty reserve tax (or stamp duty) in accordance with the Deposit Agreement, and (b) any breach by that Holder of any of the representations or warranties made or deemed to be made by it in connection with its deposit of Company Securities under the Deposit Agreement, except for Losses determined by a court of competent jurisdiction to be directly caused by or resulting from (i) any fraud, willful misconduct or gross negligence of the Depository or (ii) the Custodian's fraud, willful misconduct or gross negligence in the provision of custodial services to the Depository.

The Holders further agree that

- (a) The Depository shall be entitled to make such deductions from the Deposited Property or any income, distribution or capital arising therefrom or to sell all or any of the Deposited Property and make such deductions from the proceeds of sale thereof as may be required to discharge the indemnification obligations of the Holders under Section 14 of the Deposit Agreement;
- (b) The obligations of each Holder under Section 14 of the Deposit Agreement shall survive any termination of the Deposit Agreement in whole or in part and any resignation or replacement of the Depository and any Custodian;
- (c) Should any amount paid or payable under the Deposit Agreement by a Holder be itself subject to tax in the hands of the recipient (other than on fees payable to the recipient) or be required by law to be paid under any deduction or withholding, the relevant Holder(s) will be required to pay such sums as will after any such tax, deduction or withholding leave the recipient with the same amount as it would have received if no such tax had been payable and no deduction or withholding had been made and such payments and adjustments shall be made as may be necessary to give effect to this paragraph; and
- (d) If a payment is made by a Holder to an Indemnified Party (i) in respect of stamp duty and/or stamp duty reserve tax, (ii) pursuant to Section 11.2 of the Deposit Agreement, or (iii) pursuant to Section 14.1 of the Deposit Agreement in respect of any Taxes of the type described in clauses (i) or (ii) of this paragraph, and in any such case the Indemnified Party subsequently obtains a total or partial refund of the relevant Taxes from a Tax Authority, the Indemnified Party shall, as soon as reasonably practicable, give notice of this fact to the Holder and reimburse to the Holder the amount of the refund actually received by the Indemnified Party from the Tax Authority, after deduction of all fees, costs and expenses incurred by the Indemnified Party in connection with obtaining such refund; provided, however, that nothing in this paragraph shall cause any Indemnified Party to be subject to any obligation whatsoever to apply for or otherwise seek or obtain a refund of any Taxes; provided, further, that if the Depository agrees to apply for or otherwise seek such a refund following a request by the Holder, it shall first be entitled to indemnification to its reasonable satisfaction by the Holder for any reasonable costs, liabilities and expenses.

Taxes

If any fees, costs, taxes, duties or charges shall become payable by or on behalf of the Custodian or the Depository with respect to any Depository Receipts or any part of the Deposited Property, including without limitation the issuance, holding, or transfer thereof, or any income, distribution or capital or other payment arising from any of the foregoing or any proceeds of the sale thereof, without prejudice of the terms of the Deposit Agreement such fees, taxes, duties or charges shall be paid by the Holder thereof to the Depository. The Depository may refuse to effect any registration of Depository Receipts or any withdrawal of the underlying Deposited Securities until such payment is made. The Depository may also deduct from any income, distributions or capital or other payment on or in respect of, or arising from, Deposited Securities, or may sell by public or private sale for the account of the Holder thereof all or any part of such Deposited Property, provided that such Holder has failed to pay such amounts within three (3) days after the Depository provides reasonable notice to the Holder of its intent to make such deduction or sale, and the Depository may apply such deduction or the proceeds of any such sale in payment of such tax or other governmental charge. The Holder shall remain liable for any deficiency. Upon any such sale, the Depository shall, if appropriate, reduce the number of Depository Receipts evidenced by any Certificate held by such Holder to reflect any such sale and shall distribute the net proceeds of any such sale or the balance of any such property after deduction of such tax or other governmental charge to the Holder. If any governmental, regulatory or court consent needs to be obtained prior to the delivery of the Deposited Property or the net proceeds thereof to the Holder, the Depository need not obtain any such consent and shall make such arrangements with respect to the Deposited Property or the net proceeds thereof as it shall see fit.

In addition to any rights and remedies to which the Depository is entitled under the Deposit Agreement, to the extent that the Depository (or its nominee) is accountable for and/or primarily liable and is required to pay for stamp duty reserve tax (or stamp duty) pursuant to the Finance Act (or otherwise under other UK enactments or regulations), in respect of any chargeable securities transferred or issued to, or appropriated by, the Depository pursuant to the Deposit Agreement, each Holder agrees that where such Holder is to issue, transfer or ensure the transfer to the Depository of Company Securities in relation to which the Depository will issue Depository Receipts, the Holder shall, before such issue, transfer or appropriation, pay to the Depository in cleared funds, or to HMRC on behalf of the Depository, an amount equal to the stamp duty reserve tax (or stamp duty) for which the Depository is liable in respect of such transfer, issue or appropriation, if any.

EXECUTED and DELIVERED)
by **Computershare Trust Company, N.A.**
acting by [insert title])

Signature of [insert title]

AGREEMENT DATED JUNE 28, 2024



COMPUTERSHARE TRUST COMPANY, N.A.

KINKSA PHARMACEUTICALS INTERNATIONAL, PLC

AND

HOLDERS OF DEPOSITARY RECEIPTS

AGREEMENT FOR THE PROVISION OF DEPOSITARY SERVICES AND CUSTODY
SERVICES IN RESPECT OF KINKSA PHARMACEUTICALS INTERNATIONAL, PLC
B DEPOSITARY RECEIPTS AND B1 DEPOSITARY RECEIPTS

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THIS DEPOSIT AGREEMENT IS MADE ON JUNE 28, 2024

BETWEEN

- (1) Computershare Trust Company, N.A., a national association organized under the laws of the United States and whose registered office is at 150 Royall Street, Canton, MA 02021 (**Computershare** or the **Depositary**);
- (2) Kiniksa Pharmaceuticals International, plc, a company incorporated under the laws of England and Wales and whose registered office is Third Floor, 23 Old Bond Street, London, W1S 4PZ, England, UK (the **Client** or the **Company**), and
- (3) the Holders from time to time of Depositary Receipts issued in accordance herewith.

WHEREAS

- (A) Computershare, in its capacity as Depositary, has on the request of the Client, determined to constitute and issue from time to time, the Depositary Receipts pursuant to the terms of this Deposit Agreement;
- (B) Computershare or an affiliate thereof is acting as transfer agent in connection with the issuance of the Company's B ordinary shares and B1 ordinary shares;
- (C) The Parties have agreed that Computershare shall, on the request of the Client, provide the Client with services as Depositary on the terms set out in this Deposit Agreement;
- (D) Computershare has agreed to appoint its nominee, an affiliate of Computershare, to act as custodian for Deposited Property on the terms set out in this Deposit Agreement; and
- (E) in connection with the Company's redomiciliation to the United Kingdom effective on or around the date hereof, certain B ordinary shares and B1 ordinary shares in the capital of the Company shall be allotted and issued to the Custodian (as defined below) as nominee for Computershare in respect of which Computershare shall constitute and issue B Depositary Receipts and B1 Depositary Receipts (each as defined below) to be held by the relevant Holder(s).

IT IS AGREED AS FOLLOWS:

1. DEFINITIONS AND INTERPRETATION

1.1 In this Deposit Agreement, the following words and phrases shall bear the following meanings unless the context indicates otherwise:

A Shares: means the Class A Ordinary Shares, nominal value \$0.000273235 per share, issued by the Client in accordance with its Articles of Association and recorded on the Share Register;

A1 Shares: means the Class A1 Ordinary Shares, nominal value \$0.000273235 per share issued by the Client in accordance with its Articles of Association and recorded on the Share Register;

Agent: means any agent appointed by the Depositary in accordance with this Deposit Agreement;

Applicable Legislation: means any applicable statute, law, rule or regulation of any applicable jurisdiction and/or governmental authority;

Articles of Association: means the Articles of Association of the Client;

B Depositary Receipts: means the Depositary Receipts issued by the Depositary representing the B Shares deposited with the Custodian;

B1 Depositary Receipts: means the Depositary Receipts issued by the Depositary representing the B1 Shares deposited with the Custodian;

B Shares: means the Class B Ordinary Shares, nominal value \$0.000273235 per share, issued by the Client in accordance with its Articles of Association and recorded on the Share Register;

B1 Shares: means the Class B1 Ordinary Shares, nominal value \$0.000273235 per share, issued by the Client in accordance with its Articles of Association and recorded on the Share Register;

Business Day: means a day (other than a Saturday, Sunday or public holiday) on which Computershare is open for general non-automated business;

Certificate: means each certificate issued in accordance herewith evidencing Depositary Receipts, which in the case of certificates evidencing B Depositary Receipts shall be substantially in the form set forth in Schedule 4A hereto, and in the case of certificates evidencing B1 Depositary Receipts shall be substantially in the form set forth in Schedule 4B hereto. Certificates may be endorsed with or have incorporated in the text thereof such other legends or recitals or changes not inconsistent with the provisions of this Deposit Agreement as may be required by the Depositary in respect of its obligations hereunder, or as may be required by the Depositary or the Client to comply with any Applicable Legislation or to indicate any special limitations or restrictions to which any particular Certificates are subject by reason of the date or manner of issuance of the underlying Deposited Securities or otherwise. The provisions of the Certificates evidencing B Depositary Receipts shall be binding upon the Depositary, the Company and all Holders from time to time of B Depositary Receipts, and the provisions of the Certificates evidencing B1 Depositary Receipts shall be binding upon the Depositary, the Company and all Holders from time to time of B1 Depositary Receipts;

Company Securities: means, unless the context requires otherwise, the B Shares and B1 Shares, collectively;

Commencement Date: means the date of this Deposit Agreement;

Custodian: means GTU Ops Inc., a corporation incorporated under the laws of the State of Delaware with an address at 150 Royall Street, Canton, Massachusetts 02021, and/or such other party or parties that may be appointed as Custodian hereunder;

Custody Services: means the safe custody services provided by the Custodian as set out in Schedule 2;

Deposit Agreement: means this Deposit Agreement, including all Exhibits and Schedules hereto;

Depositary: means Computershare, acting in its capacity as depositary in relation to the Depositary Services;

Depositary Receipts: means, unless the context requires otherwise, the B Depositary Receipts and B1 Depositary Receipts, collectively;

Depositary Receipt Register: means, collectively, the register maintained by the Depositary for the B Depositary Receipts and the register maintained by the Depositary for the B1 Depositary Receipts, which together constitute the record of Holders from time to time of the Depositary Receipts;

Depositary Services: means the services to be rendered by the Depositary as more fully described in Schedule 1;

Deposited Property: means the Deposited Securities and all and any rights and other securities, property and cash from time to time held by or for the Custodian or the Depositary and attributable to the Deposited Securities;

Deposited Securities: means (i) in the case of B Depositary Receipts, all B Shares from time to time registered in the name of the Custodian on behalf of the Depositary in the Share Register which are to be held under the terms of this Deposit Agreement and in respect of which B Depositary Receipts representing such B Shares shall be issued pursuant to the terms of this Deposit Agreement, and (ii) in the case of B1 Depositary Receipts, all B1 Shares from time to time registered in the name of the Custodian on behalf of the Depositary in the Share Register which are to be held under the terms of this Deposit Agreement and in respect of which B1 Depositary Receipts representing such B1 Shares shall be issued pursuant to the terms of this Deposit Agreement;

DTC: means The Depositary Trust Company;

Fees: means the fees from time to time payable by the Client to Computershare under this Deposit Agreement (including reasonable disbursements and out of pocket expenses) as set out in Schedule 3 to this Deposit Agreement;

Finance Act: means the UK Finance Act 1986 (as amended).

HMRC: means HM Revenue and Customs;

Holder: means the person or entity recorded in the Depositary Receipt Register for the time being as the registered holder of a B Depositary Receipt or a B1 Depositary Receipt in the applicable Depositary Receipt Register and, where the context admits, shall include a former Holder and the personal representatives or successors in title of a Holder or former Holder;

Loss and Losses: means any liability, damages, loss, costs, reasonable fees and expenses of counsel, claims, charges, payments, expenses, costs, claims, penalties, fines, fees or expenses of any kind; and any Taxes;

Parties: means collectively the Client and Computershare;

Proceedings: means any proceeding, suit or action of any kind and in any jurisdiction arising out of or in connection with this Deposit Agreement or its subject matter;

Securities Act: means the U.S. Securities Act of 1933, as amended;

Services: means collectively the Depositary Services, the Custody Services and any other services to be provided by Computershare under the terms of this Deposit Agreement;

Share Register: means the register of holders of the Company's securities to be maintained by Computershare, in its capacity as the Client's transfer agent under a separate agreement between Computershare and the Client;

Share Registrar: means the person (if any) who is appointed to maintain the Share Register and notified to the Depositary by the Company;

Taxes or Tax: means all taxes and other governmental charges, including without limitation stamp duty, stamp duty reserve tax, Transaction Taxes, and withholding, value-added, sales, business or other similar taxes, duties and charges, and interest and penalties thereon;

Tax Authority means any taxing, revenue or other authority competent to impose any liability to, or assess or collect, any Tax in any jurisdiction;

Term: means the period of time during which this Deposit Agreement is in effect as the same is more particularly described in Section 2.3 of the Agreement;

Transaction Taxes: has the meaning set out in Section 5.7 of this Deposit Agreement;

Transfer Restrictions: means any transfer restriction pertaining to the Company Securities or related Depositary Receipts imposed by the Company and/or any third party on a Holder restricting sales and other dispositions of such Company Securities or related Depositary Receipts by that Holder;

U.K.: means the United Kingdom of Great Britain and Northern Ireland; and

U.S.: means the United States of America.

- 1.2 Unless the context otherwise requires, all references to any Applicable Legislation, statute, statutory provision, rule, regulation or any requirement shall be construed as including references to any modification, consolidation or re-enactment of the provision in question for the time being in force.
- 1.3 Unless otherwise stated, a reference to a Section, sub-section, Exhibit or Schedule (including part of a Schedule) is a reference to a section, sub-section, or schedule (or any part) to this Deposit Agreement. The Schedules form part of this Deposit Agreement and shall have the same force and effect as if expressly set out in the body of this Deposit Agreement.
- 1.4 Section headings are for ease of reference only and do not affect the construction of this Deposit Agreement.
- 1.5 Except where the context otherwise requires, words denoting the singular include the plural and vice versa and words importing a gender shall include any gender.
- 1.6 References to a "person" shall be construed so as to include any individual, firm, company, corporation, business trust, estate, trust, partnership, limited liability company, association or joint venture, government, governmental subdivision, agency or instrumentality, public corporation or any other legal or commercial entity (whether or not any of the foregoing has a separate legal personality).
- 1.7 In construing this Deposit Agreement, general words shall not be given a restrictive meaning by reason of the fact that they are preceded or followed by words indicating a particular class of acts, matters or things or by particular examples intended to be embraced by the general words.

1.8 Any provision to the effect that the Depository shall not be liable in respect of a particular matter shall be construed to mean that the Depository shall not have any liability which the Depository might, in the absence of such a provision, incur, whether the Depository could incur such a liability: (A) under the terms of this Deposit Agreement (where such terms are express or implied by statute, law or otherwise); (B) in tort; (C) for misrepresentation; (D) for breach of trust or of any other duty imposed by law; or (E) in any other way.

1.9 Where the Custodian holds or will hold Company Securities on behalf of the Depository for the account of the Holders, references to Company Securities being held by, transferred to or transferred by the Depository include a reference to Company Securities being held by, transferred to or transferred by the Custodian.

2. APPOINTMENT AND TERM

2.1 The Client appoints Computershare to act on its behalf as Depository and Computershare accepts such appointment and shall appoint the Custodian to act as custodian, in each case, with effect from the Commencement Date.

2.2 The Client appoints Computershare to act on its behalf as registrar in respect of the Depository Receipts with effect from the Commencement Date and Computershare accepts such appointment.

2.3 The appointment of Computershare shall continue until the termination of this Deposit Agreement under Section 18 hereof or Computershare's resignation pursuant to Section 17 hereof or Computershare's removal pursuant to Section 17.3 hereof.

3. THE SERVICES

3.1 Computershare shall provide the Services in accordance with the requirements from time to time of Applicable Legislation.

3.2 Computershare shall have no liabilities, duties or obligations to the Client or the Holders except to provide the Services (other than the Custody Services, which shall be provided by the Custodian) to the extent they are specifically set forth herein and in accordance with the requirements from time to time under Applicable Legislation. Without limiting the generality of the foregoing, Computershare shall have no liabilities, duties or obligations, including without limitation fiduciary duties, solely by virtue of, or in a material respect due to, holding the Deposited Securities (or the Deposited Securities being held on its behalf) or the transfer of the Deposited Securities pursuant to any Holder's or the Client's instructions, except for the liabilities, duties and obligations expressly owed to Holders pursuant to the provisions hereof or under Applicable Legislation.

3.3 Computershare shall not be required to carry out any act under this Deposit Agreement, including without limitation the acceptance of Company Securities for Deposit hereunder, which Computershare considers falls into one or more of the following:

- (a) in the judgment of its legal counsel (whether internal or external), will, or would reasonably be expected to, be contrary to or breach (i) any Applicable Legislation or (ii) any requirement of any government or governmental authority, body or agency or any regulatory authority, or (iii) any provision of this Deposit Agreement; or
- (b) would reasonably be expected to cause it to suffer or incur any financial liability or any financial obligation of any kind or cause it to be liable to any person (including any liability for Taxes), except for (i) any financial liability or financial obligation (other than a liability or obligation relating to stamp duty or stamp duty reserve tax) in respect of which the Company provides written confirmation that Computershare is fully indemnified under this Deposit Agreement, and for which the Company provides a bond or advances the requisite amounts should Computershare so request, and (ii) any liability for stamp duty or stamp duty reserve tax in respect of which (a) Computershare has received evidence reasonably satisfactory to Computershare of payment of such stamp duty and/or stamp duty reserve tax in full by the Client or (b) the Client has provided cleared funds to Computershare in the full amount of such stamp duty and/or stamp duty reserve tax, and Computershare has paid the applicable tax to HMRC and has, to the extent it is reasonably available, received confirmation that such payment has been received; provided that in either such case under this clause (ii) Computershare shall have the right, prior to carrying out the relevant act under this Deposit Agreement, to receive a written opinion from the Client's UK tax advisers confirming the calculation of the amount of stamp duty and/or stamp duty reserve tax payable in connection with such act; or
- (c) in the reasonable judgment of its legal counsel (whether internal or external), will or will likely require it to have or obtain a legal status, or to obtain any license, permit, authorization, consent, approval or other permission, in any case which it does not have at the date of this Deposit Agreement; or
- (d) in the reasonable judgement of its legal counsel (whether internal or external), will or will likely require it to comply with any other Applicable Legislation, compliance with which Computershare considers, acting reasonably, is unduly onerous for it; or
- (e) which would have a material adverse impact on Computershare including a material adverse impact on its business.

In any such case Computershare may take such actions, or refrain from taking such actions, as it reasonably believes may be necessary to avoid any of the consequences under clauses (a) through (e) above, as applicable.

4. DUTIES OF THE CLIENT; REPRESENTATIONS AND WARRANTIES

4.1 The Client shall:

- (a) provide all information, data and documentation reasonably required by Computershare or its agents to properly carry out the Services, including (to the extent available to the Client) information which concerns or relates to Computershare's obligations under this Deposit Agreement;

- (b) ensure that all information, data and documentation provided by it to Computershare or its agents is accurate and complete in all material respects and not misleading; and
 - (c) promptly provide any other information and assistance reasonably requested by Computershare in connection with this Deposit Agreement.
- 4.2 If the Client issues additional Company Securities, rights to subscribe for Company Securities, securities convertible into or exchangeable for Company Securities or rights to subscribe for any such securities, or in the event any B1 Shares are converted into B Shares, or any B Shares are converted into B1 Shares, the Client shall, if reasonably requested by Computershare, provide to Computershare, in a reasonable time and at the Client's own cost, a legal opinion or legal opinions provided by legal advisers reasonably acceptable to Computershare and addressed to Computershare or in respect of which Computershare may rely in relation to securities laws, tax laws and/or other Applicable Legislation, and dealing with such other reasonable issues as may be requested by Computershare, in form and substance reasonably satisfactory to Computershare in relation to the provision of the Services, or shall reimburse Computershare's properly incurred attorneys' fees and costs in respect of obtaining such legal opinions. The scope of such requested legal opinions shall be communicated to the Client in writing by Computershare.
- 4.3 Computershare shall not be required to transfer Deposited Securities except to (i) any replacement depository appointed by the Client or (ii) any Holder surrendering Depository Receipts for cancellation, subject in each case to compliance with the terms of this Deposit Agreement, and provided that no such transfer shall be made unless and until any Transfer Restrictions (as defined herein) shall have lapsed or otherwise will not be breached, and until all transfer requirements of Computershare have been satisfied.
- 4.4 The Client warrants to Computershare that any stock transfer form in the form attached hereto as Exhibit B transferring Deposited Securities to the Custodian when duly executed, meeting Computershare's standard requirements, and delivered to the Custodian or lodged with the Client's transfer agent for registration will constitute legal, valid and binding and enforceable dispositions and obligations of each respective transferor in accordance with its terms and where relevant the Articles of Association.
- 4.5 With the exception of those transactions involving the Depository described in this Deposit Agreement:
- (a) the Client shall give Computershare as much advance notice as reasonably practicable of any corporate action or changes to its business or capital structure during the term of this Deposit Agreement which relates to or could have a material effect on the Deposited Securities or the provision of the Services, including but not limited to the declaration or payment of dividends, any merger, reorganisation, recapitalization, rights issue, takeover, creation of different or additional share classes or share exchange; and
 - (b) Computershare's obligations to process any corporate action shall be subject to a separate agreement upon terms and conditions mutually agreeable to the parties and may require the delivery of certain legal opinions addressed to Computershare, or in respect of which Computershare may rely, in forms reasonably satisfactory to Computershare and, with respect to services to be provided by Computershare that are not contemplated in this Deposit Agreement, the agreement by the Client and Computershare as to the services to be provided by Computershare in respect of the corporate action, the terms of the provision of such services and the relevant fees, and dealing with such other reasonable issues as may be requested by Computershare; and

- (c) Computershare shall not be required to convert cash dividends or other cash distributions paid on Deposited Securities into a currency other than the currency in which such dividends are paid, unless otherwise mutually agreed by the Parties.

4.6 The Client represents and warrants to Computershare that as of the date of this Deposit Agreement and at such other times as provided below:

- (a) for so long as Computershare acts as Depository, neither the Depository Receipts nor the Deposited Securities represented thereby shall, in consequence of the Company issuing Deposited Securities, the Company or any other party depositing such Deposited Securities under this Deposit Agreement, or Computershare holding the Deposited Property or issuing the Depository Receipts, or for any other reason, be subject to any registration requirements under U.S. (Federal or State) securities laws;
- (b) each Deposited Security is:
 - (i) at the date of issue and/or delivery to the Custodian and at any such time as the Client may instruct Computershare to transfer the Deposited Security to any replacement depository, under its terms and conditions, and any contractual or other provisions to which it is subject, freely transferable and, in particular (but without limitation) is transferable to any such entity without restriction, free from any equity, set-off or counter-claim between the Client and any Holder or former Holder;
 - (ii) at the date of deposit, duly authorized, validly issued and outstanding, fully paid and non-assessable, free of any pre-emptive or similar rights, free and clear of any lien, encumbrance, security interest, charge, mortgage or adverse claim, identical in all respects to each other Deposited Security of the same class;
 - (iii) at the date of deposit, either (x) duly registered under each of the Securities Act and the Securities Exchange Act of 1934, as amended (the “**Exchange Act**”) pursuant to effective registration statements filed under each such Act, or (y) exempt from the registration requirements of the Securities Act and the Exchange Act; and
 - (iv) at the date of deposit, in compliance with all applicable state securities laws, and all appropriate state securities law filings with respect to such Deposited Security have been made or a valid exemption from such filing requirements is applicable.
- (c) each Depository Receipt is at any such time as (i) any Holder may instruct Computershare to transfer the Depository Receipts, or (ii) the Client may instruct Computershare to transfer the Deposited Property underlying the Depository Receipts to a replacement depository nominated by the Client, under its terms and conditions, and any contractual or other provisions to which it is subject, freely transferable and, in particular (but without limitation) is transferable to any such entity without restriction, free from any equity, set-off or counter-claim between the Client and any Holder or former Holder, but subject to the Transfer Restrictions applicable thereto; and

(d) the Company will promptly notify Computershare in the event any of the representations or warranties in this Section 4.6 should become incorrect.

4.7 Without limitation to the generality of Section 4.2, on or prior to the date of this Deposit Agreement, and from time to time thereafter in the event the Company or any “affiliate” of the Company as defined in Rule 144 under the Securities Act proposes to deposit any Company Securities under this Deposit Agreement, the Client shall, at the Client’s own cost, provide a legal opinion or legal opinions from legal advisers reasonably acceptable to Computershare, in form and substance reasonably satisfactory to Computershare and addressed to Computershare or in respect of which Computershare may rely, stating that the issuance of Company Securities to be deposited hereunder, the deposit of such Company Securities with the Depository and the issuance of the Depository Receipts representing such Company Securities do not require registration under the Securities Act or are exempt from registration under the provisions of the Securities Act, and dealing with such other issues as may be reasonably requested by Computershare.

5. **TAXES**

5.1 The Parties consider that neither stamp duty reserve tax nor stamp duty should apply under the Finance Act to the issue of the Depository Receipts insofar as such issuance forms part of an arrangement to issue chargeable securities to a clearance service or depository receipt system pursuant to the Finance Act.

5.2 The Client warrants to Computershare that:

- (a) [Reserved]
- (b) prior to the date of this Deposit Agreement, Ropes & Gray International LLP (the “**Legal Adviser**”), on behalf of the Client has delivered a legal opinion to the Client, which shall be co-addressed to the Depository or on which the Depository can rely, which opines that none of the consummation of the transactions contemplated by this Deposit Agreement will give rise to United Kingdom stamp duty and/or stamp duty reserve tax whether payable by either the Depository or the Custodian, and that such opinion has not been amended or revoked (the “**Opinion**”);
- (c) that the Legal Adviser has advised the Client that clearance applications confirming that there is no potential liability for stamp duty and/or stamp duty reserve tax in respect of any of the transactions contemplated by the Depository and or the Custodian under this Deposit Agreement are not required to be made to HMRC; and

(d) that in connection with any additional deposits of Company Securities made after the date of this Deposit Agreement, prior to the effective date of such deposit, the Legal Advisers will provide the legal opinion specified in Section 5.2(b) hereof and advise the Client as specified in Section 5.2(c) hereof.

- 5.3 The Client undertakes to Computershare to notify Computershare promptly in writing in the event that any of the warranties set out in Section 5.2 is incorrect or not being met. In the event that Section 5.2 is no longer correct, Computershare reserves the right to immediately terminate this Deposit Agreement.
- 5.4 In the event that any charge to stamp duty or stamp duty reserve tax is payable by Computershare in connection with the deposit of any Company Securities, the issuance of Depositary Receipts or any other transactions contemplated by this Deposit Agreement or pursuant to any instruction given to Computershare, Computershare shall not be required to accept such deposit of Company Securities, to issue Depositary Receipts, enter into such transaction or execute such instruction, in each case unless and until the Client shall have first either furnished evidence of payment of any and all stamp duty reserve tax and/or stamp duty owing in connection therewith (in a form acceptable to Computershare) or Computershare has been funded in full with cleared funds in the amount of such stamp duty reserve tax or stamp duty, and Computershare has paid the applicable tax to HMRC and has received confirmation that such payment has been received. Section 5.6 and Sections 6.2 to 6.4 apply to this Section 5.4 and 'Fees' should be read to include the payment of stamp duty reserve tax or stamp duty as described herein. In the absence of (i) evidence satisfactory to Computershare of payment of such stamp duty and/or stamp duty reserve tax in full by the Client or (ii) receipt of cleared funds from the Client as provided above, Computershare reserves the right to take any reasonable action, or reasonably omit to take any action, in each case, where such action or omission would result in Computershare avoiding any liability for stamp duty reserve tax or stamp duty. If Computershare is refunded or otherwise receives back any stamp duty which was previously paid or funded on its behalf by the Client, Computershare may use such amount to discharge any outstanding liability and refund the balance to the Client.
- 5.5 In addition to any rights and remedies to which Computershare is entitled under Section 5.4, to the extent that Computershare (or its nominee) is accountable for and/or primarily liable and is required to pay for stamp duty reserve tax (or stamp duty) pursuant to the Finance Act (or otherwise under other UK enactments or regulations), in respect of any chargeable securities transferred or issued to, or appropriated by, Computershare, pursuant to this Deposit Agreement, each Holder agrees that where such Holder is to issue or transfer or ensure the transfer to Computershare of Company Securities in relation to which Computershare will issue Depositary Receipts, the Holder shall, before such issue, transfer or appropriation, pay to Computershare in cleared funds, or to HMRC on behalf of Computershare, an amount equal to the stamp duty reserve tax (or stamp duty) for which Computershare is liable in respect of such transfer, issue or appropriation, if any.
- 5.6 In addition to the foregoing, all fees and other sums payable by the Client under this Deposit Agreement are exclusive of all Taxes, and the Client shall, in addition to any Fees, pay any Taxes due thereon so that the net amount received by Computershare is not less than the amount which Computershare would have received had no such Taxes been due, and shall promptly deliver to Computershare all official receipts evidencing payment of such Taxes.

- 5.7 Notwithstanding anything to the contrary contained herein, the Client is responsible for all taxes, levies, duties, and assessments levied on the services provided under this Deposit Agreement (other than taxes relating to Computershare's personnel, and taxes based on Computershare's net income or gross revenues from the services provided hereunder) (collectively, "**Transaction Taxes**"). Computershare shall be responsible for collecting and remitting Transaction Taxes in all jurisdictions in which Computershare is registered to collect such Transaction Taxes. Computershare shall invoice Client for such Transaction Taxes that it is obligated to collect upon the furnishing of services hereunder. Computershare shall timely remit to the appropriate governmental authorities all such Transaction Taxes that Computershare collects from Client. To the extent that Client provides Computershare with valid exemption certificates, direct pay permits, or other documentation that exempts Computershare from collecting Transaction Taxes from Client, invoices issued for services provided after Computershare's receipt of such certificates, permits, or other documentation will not reflect exempted Transaction Taxes.
- 5.8 Computershare warrants to the Client that, as of the date hereof:
- (a) Computershare is a company, or other person, whose business is or includes issuing depository receipts for relevant securities (for the purposes of sections 67(6) of the Finance Act) and chargeable securities (for the purposes of 93(2) of the Finance Act); and
 - (b) the Custodian is a company whose business is exclusively that of holding relevant securities and chargeable securities as nominee or agent for Computershare for the purposes of such part of the business of Computershare as consists of issuing depository receipts for relevant securities and for chargeable securities (in the event that the business of Computershare does not consist exclusively of that) for the purposes of sections 67(6) and 93(3) of the Finance Act.

6. FEES AND EXPENSES PAYABLE BY THE COMPANY

- 6.1 The Client shall pay Computershare the Fees in respect of the Services provided by Computershare in accordance with this Section 6 and Schedule 3.
- 6.2 Interest is payable on the balance of any overdue invoice, not otherwise disputed in good faith, at a monthly rate equal to 1 ½%. Interest shall be calculated daily, on the outstanding balance, from the date of such invoice until receipt by Computershare of the Client's payment in cleared funds.
- 6.3 Notwithstanding the right to charge interest under Section 6.2, if the Client fails to (i) pay the Fees not otherwise disputed in good faith within 90 days after delivery of Computershare's invoice or (ii) timely pay the undisputed portions of two consecutive invoices, such failure shall constitute a material breach of this Deposit Agreement by Client. Notwithstanding any terms to the contrary elsewhere in this Deposit Agreement, Computershare may immediately terminate this Deposit Agreement for such material breach and shall not be obligated to provide Client with 30 days to cure such breach or any prior notice of termination.

6.4 Failure to make payment in accordance with Section 6.1 constitutes a breach of contract and notwithstanding any rights which Computershare may have under Sections 6.2 and 6.3, all other rights or remedies (either contractual or otherwise as may arise by common law or statute) of Computershare are reserved.

7. FORM, ISSUE AND TRANSFER OF DEPOSITARY RECEIPTS

7.1 The Depositary shall only issue and transfer Depositary Receipts as contemplated by this Deposit Agreement. Each Holder hereby agrees that it shall provide to the Depositary within a reasonable period prior to requesting the Depositary to issue or transfer Depositary Receipts with the information that the Depositary reasonably requires to allow the Depositary to comply with Applicable Legislation.

7.2 Company Securities shall be deposited hereunder by the issuance or transfer of such Company Securities to the Custodian on behalf of the Depositary. Upon such deposit, subject to the provisions of this Deposit Agreement, the Depositary shall issue to the person for whose account the deposit was made such number of B Depositary Receipts or B1 Depositary Receipts, as applicable, that represent the number of Company Securities so deposited.

7.3 The Depositary shall maintain, at an office which may, but need not be, the Depositary's registered office, a separate register in respect of each of the B Depositary Receipts and the B1 Depositary Receipts for the registration, registration of transfer, combination and split-up of such Depositary Receipts, and facilities for the delivery and receipt of such Depositary Receipts. The register for the B Depositary Receipts shall at reasonable times be open for inspection by the Holders of B Depositary Receipts and the register for the B1 Depositary Receipts shall at reasonable times be open for inspection by the Holders of B1 Depositary Receipts, in each case solely for the purpose of communicating with other Holders of the applicable class of Depositary Receipts in the interest of the business of the Company or a matter relating to this Deposit Agreement. The Depositary may close any such register at any time or from time to time when deemed expedient by it.

7.4 Depositary Receipts shall be issued on the terms and conditions set forth or referred to in or prescribed pursuant to this Deposit Agreement, as from time to time amended.

7.5 Title to a Depositary Receipt shall be evidenced by entry on the Depositary Receipt Register. The Depositary, notwithstanding any notice to the contrary, may treat the person in whose name a Depositary Receipt is registered on the Depositary Receipt Register as the absolute owner thereof for all purposes and neither the Depositary nor the Company will have any obligation or be subject to any liability under this Deposit Agreement to any holder of a Depositary Receipt, unless such holder is the Holder thereof.

- 7.6 Receipt by the Depositary of the following at the specified address of the Depositary or as may be otherwise required by the Depositary from time to time:
- (a) an instruction from or on behalf of the Holder setting out the person(s) to whom a specified number of Depositary Receipts will be transferred (the "**Recipient**") (in a form acceptable to the Depositary and including a Medallion Signature Guarantee);
 - (b) the relevant Certificate(s) accompanied by such additional evidence of the entitlement of the Holder to the relevant Depositary Receipts as the Depositary may reasonably require; and
 - (c) the payment of such fees, taxes, duties, charges and expenses as may be required under this Deposit Agreement;
- shall be deemed to constitute an irrevocable instruction to the Depositary to:
- (d) record the transfer of the relevant Depositary Receipts to the Recipient in the Depositary Receipt Register in accordance with Section 7.3;
 - (e) issue a Certificate in the name of the Recipient(s) in respect of the transferred Depositary Receipts; and
 - (f) update its records to record that the relevant Deposited Property is held for the account of the Recipient (or require the Custodian to do so).
- 7.7 The Depositary shall be entitled to refuse to accept for transfer any Depositary Receipts or suspend the registration of transfer of Depositary Receipts if:
- (a) it reasonably believes that transfer would result in violation of Applicable Legislation; or
 - (b) if any such action is deemed necessary or advisable by the Depositary in good faith; or
 - (c) if any presentation of a transfer fails to meet applicable transfer requirements or is otherwise inconsistent with industry standards.
- 7.8 The Depositary shall not be bound to enquire whether any transactions in Depositary Receipts are in progress, or in the process of being transferred, before deciding to suspend the registration of transfer of Depositary Receipts in accordance with Section 7.7 and shall incur no liability to the Client, any Holder or potential Holder or Recipient by reason of such suspension.
- 7.9 Neither the Company nor the Depositary shall arrange for Depositary Receipts to be admitted to any stock exchange or quoted or permitted to be dealt in or on any other market.

- 7.10 Depository Receipts have not been registered under the Securities Act or any other securities legislation of any jurisdiction and may not be offered, sold, pledged, or otherwise distributed or transferred except pursuant to an effective registration statement under the Securities Act or pursuant to an exemption from registration under the Securities Act. The Depository shall be under no obligation to arrange for any registration or similar requirement under the Securities Act or any other securities legislation or Applicable Legislation of any jurisdiction. The Company shall provide to the Depository in writing the legend(s) to be affixed to the Depository Receipts, which legends shall (i) be in a form reasonably satisfactory to the Depository and (ii) contain the specific circumstances under which the Depository Receipts may be transferred. In the event that any Deposited Securities contain a stock legend describing the conditions of any Transfer Restrictions, the Company and the Depository shall ensure that the Depository Receipts representing such Deposited Securities shall contain a stock legend replicating the conditions of the relevant Transfer Restrictions. The Depository Receipts shall not be eligible for inclusion in any book-entry settlement system, including, without limitation, DTC.
- 7.11 Depository Receipts may be cancelled by the Depository pursuant to Sections 9 and 10 and, so far as the Depository considers appropriate, in the circumstances contemplated in Sections 11.2, 14.2, 15.12 and 15.14.
- 7.12 If a Certificate issued to a Holder is:
- (a) damaged or defaced; or
 - (b) reported to be lost, stolen or destroyed,
- that Holder is entitled to be issued with a replacement certificate by the Depository, provided the Depository has no notice that such Certificate has been acquired by a bona fide purchaser, if the Holder:
- (x) returns the certificate which is to be replaced to the Depository if it is damaged or defaced; and
 - (y) in all cases, provides an open penalty surety bond meeting the Depository's requirements.
- 7.13 As a condition to any offer, sale, pledge or other distribution, disposition or transfer of any Depository Receipts, the transferor of such Depository Receipts shall provide at the Depository's request a legal opinion of U.S. counsel, in form and substance reasonably satisfactory to the Depository, to the effect that the Depository Receipts may be offered and sold without registration under the Securities Act pursuant to an applicable exemption from the registration requirements thereof, and dealing with such other reasonable legal issues, including, without limitation, matters of local law, as may be requested by the Depository. Any transferee of the Depository Receipts will be deemed to become a party to and be bound by the provisions of this Deposit Agreement.

8. DEPOSITED PROPERTY; REPRESENTATIONS AND WARRANTIES

- 8.1 Each person depositing Company Securities and to whom Depositary Receipts are to be issued or transferred pursuant to this Deposit Agreement and each Holder shall be bound as a holder by the provisions of this Deposit Agreement and shall be required to give such warranties and certifications to the Depositary as the Depositary may reasonably require. Each person depositing Company Securities and to whom Depositary Receipts are to be issued pursuant to this Deposit Agreement and each Holder shall be deemed to represent and warrant that the Company Securities which are transferred or issued to the Custodian, with respect to which Depositary Receipts are to be issued or are so issued, are duly authorized, validly issued and outstanding, fully paid up, non-assessable and legally obtained by the person depositing such Company Securities and the person to whom Depositary Receipts are to be issued, all pre-emptive and comparable rights, if any, with respect to such Company Securities have been validly waived or exercised, such person is duly authorized to deposit such Company Securities under this Deposit Agreement and has effected a legal, valid and binding disposition of such Company Securities to the Depositary or the Custodian, such Company Securities are being transferred or, as the case may be, issued free and clear of all liens, charges, encumbrances, security interests, adverse claims or other third party interests, that such transfers or, as the case may be, such issues of Company Securities to the Custodian are not in contravention of the Articles of Association of the Company or of any contractual obligation binding on such person or the person making the transfer or of any Applicable Legislation or order binding on or affecting such person or the person making the transfer, and to the extent such person is an "affiliate" of the Company as such term is defined in Rule 144 under the Securities Act, that at the time of any transfer, sale or other disposition of such Company Securities or the Depositary Receipts representing such Company Securities (i) the Company Securities will be duly registered pursuant to an effective registration statement under the Securities Act or (ii) all of the provisions of Rule 144 under the Securities Act which enable the Company Securities to be freely sold (in the form of Depositary Receipts) will be fully complied with and, in either case, none of the Depositary Receipts representing such Company Securities will be "restricted securities" as defined in Rule 144 upon the sale thereof. The Depositary shall be entitled to refuse to accept Company Securities for deposit hereunder (i) whenever it is notified in writing by the Company that the Company has restricted the transfer thereof to comply with ownership restrictions under Applicable Legislation; (ii) if it reasonably believes that any relevant transfer is invalid or ineffective to pass title in Company Securities under any Applicable Legislation; (iii) if the Depositary is notified by or on behalf of the Company that such deposit or the issue of Depositary Receipts pursuant to this Deposit Agreement would or might result in the contravention of any Applicable Legislation; or (iv) if such deposit fails to comply with any applicable requirements of this Deposit Agreement or with such requirements as the Depositary may establish consistent with this Deposit Agreement.
- 8.2 In acting hereunder the Depositary shall have only those duties, obligations and responsibilities expressly undertaken by it in this Deposit Agreement and does not assume any relationship of trust for or with the Holders or any other person.
- 8.3 Subject to the Depositary's receipt of any legal opinions requested in accordance with Section 4.5(b) of this Deposit Agreement and such other arrangements and agreements as the Depositary may reasonably require, the Depositary shall to the extent practicable, pass on, or exercise on behalf of, and shall instruct the Custodian to the extent practicable, to pass on to, or exercise on behalf of, the relevant Holder(s) all rights and entitlements which it or the Custodian receives in respect of Deposited Securities in accordance with this Deposit Agreement, subject to the following:
- (a) Any such rights or entitlements to cash distributions will, to the extent permissible and practicable, be distributed to Holders on an averaged or other practicable basis, subject to appropriate adjustments for taxes withheld and deduction of the Depositary's and/or its agents' fees and expenses. Any cash distributions will be distributed to Holders in the currency in which such distributions are paid.

- (b) Any such rights or entitlements to information, to make choices and elections, and (in the case of B Depositary Receipts only) to attend and vote at meetings of shareholders shall, subject to the other provisions of this Deposit Agreement, be passed on to the relevant Holder(s) upon being received by the Custodian in the form in which they are received by the Custodian together with such amendments and such additional documentation as are received by the Custodian and such additional documentation as the Depositary may deem necessary to effect such passing on.
- (c) Any such rights or entitlements to scrip dividends, to bonus issues or arising from capital reorganizations shall be passed on to the relevant Holder(s):
 - (i) by means of the consolidation, sub-division, cancellation and/or issue of Depositary Receipts to reflect the consolidation, sub-division and/or cancellation of the underlying Deposited Securities or the issue of additional Depositary Receipts to the relevant Holder(s) to reflect the issue of additional Company Securities to the Custodian; and
 - (ii) in either case promptly following such consolidation, sub-division and/or cancellation or issue of such Company Securities as the case may be.
- (d) If arrangements are made which allow a Holder to take up any rights in Company Securities requiring further payment from a Holder, such Holder must, if it wishes the Depositary to exercise such rights on its behalf, provide the Depositary with cleared funds before the relevant payment date or such other due date that the Depositary may notify the Holders in respect of such rights. The Depositary will inform the Holder of such arrangement and of the amount of cleared funds needed in order to exercise such rights.
- (e) The Depositary will not exercise voting rights (in the case of B Depositary Receipts) or choices or elections, or otherwise exercise discretion in connection with any distributions or corporate actions in the absence of express instructions from the relevant Holder.
- (f) Unless the Depositary notifies the Holders of B Depositary Receipts otherwise, any instructions to vote (together with any funds required to be paid in carrying out any such action) must reach the Depositary (in writing) at least five Business Days before the meeting in question or as otherwise advised to the Holder by the Depositary in writing.

- (g) The Depositary may in such circumstances as it considers appropriate, including without limitation in connection with the operation of arrangements for enabling Holders of B Depositary Receipts to exercise or direct the exercise of voting rights attaching to B Shares, and/or the rights of Holders of both B Depositary Receipts and B1 Depositary Receipts to receive information from or relating to the Company, provide to the Company or any agent of the Company details of the identity of the Holder and the number or amount of Depositary Receipts held by such Holder on any relevant date.
- (h) The Depositary shall re-allocate any Company Securities or distributions which are allocated to the Custodian and which arise automatically out of any right or entitlement to Deposited Securities to Holders pro-rata to the Deposited Securities held for their respective accounts provided that the Depositary shall not be required to account for any fractions of shares or fractions of one cent arising from such re-allocation.
- (i) Any other rights or entitlements shall be passed on to Holders in such manner and by such means as the Depositary shall in its reasonable discretion determine.

Notwithstanding the foregoing, to the extent that the Depositary determines in its discretion that it is not reasonably practicable to pass on any distribution to the Holders or any Holder, as applicable, the Depositary shall promptly notify the relevant Holder(s) in writing and shall endeavor to consult either with the Company (in the event of the inability to pass on the distribution applies to all of the Holders) or with the applicable Holders (in the event the inability to pass on the distribution applies only to certain Holders), in each case to the extent such consultation is practicable, and following such notification and (if applicable) consultation, the Depositary may (i) sell any securities or other property received in connection with such distribution and pass on the net proceeds of such sales to the Holders or (ii) make such distribution as it so deems practicable, including the distribution of securities or property (or appropriate documents evidencing the right to receive foreign currency, securities or property) or the retention thereof as Deposited Securities with respect to such Holders' Depositary Receipts (without liability for interest thereon or the investment thereof).

- 8.4 The Depositary will not be bound by or compelled to recognize or take notice of, nor to see to the carrying out of, any express, implied or constructive trust or other interest in respect of the Deposited Property, or any mortgage, charge, pledge or other claim in favor of any other person (other than rights of the Holders in the Deposited Property pursuant to or in consequence of this Deposit Agreement) in the Deposited Property even if the Depositary has actual or constructive notice of such trust, interest or claim. A receipt from a Holder (or from a Holder's personal representatives or nominated transferee in accordance with Section 9) for Depositary Receipts will free the Depositary from responsibility to any such other person in respect of any such interest. The Depositary need not address nor act upon any notice it receives of the right, title, interest or claim of any other person to an interest in the Deposited Property, except where the interest is conferred by operation of law, but shall forward a copy of any such notice to the Company within a commercially reasonable time.

8.5 If any governmental or administrative authorisation, consent, registration or permit or any report to any governmental or administrative authority is required in order for the Depository to receive Company Securities to be deposited hereunder and/or for Depository Receipts representing the same to be issued pursuant to this Deposit Agreement, or in order for Company Securities or other securities or property to be distributed or to be subscribed or acquired in accordance with the provisions prescribed in or pursuant to this Deposit Agreement, subject to the prior consent of the Depository (which shall not be unreasonably withheld) the prospective Holder shall apply at its own cost for such authorisation, consent, registration, or permit or file such report within the time required. The Depository may apply reasonable conditions to the provision of its consent. The Depository shall not be bound to issue or transfer Depository Receipts or distribute, subscribe or acquire Company Securities or other property if such authorisation, consent, registration, permit or such report required to be obtained or filed in respect thereof has not been obtained or filed, as the case may be, and the Depository shall have no duties to obtain any such authorisation, consent, registration or permit or to file any such report except in circumstances where the same may only be obtained or filed by the Depository and only without unreasonable burden or expense, except for any expense which has been fully pre-paid and/or advanced by the Client in an amount reasonably required by the Depository.

8.6 Voting; Consents and Proxies.

- (a) Subject to the next sentence, as soon as practicable after receipt of notice of any meeting at which the Holders of Deposited Securities are entitled to vote, or of a solicitation of consents or proxies from holders of Deposited Securities, the Depository shall fix a record date for the Depository Receipts (the “**Record Date**”), which shall be as near as practicable to the record date fixed by the Company, in respect of such meeting or solicitation. Either the Company or the Depository, if requested by the Company in writing in a timely manner (the Depository having no obligation to take any further action if the request shall not have been received by the Depository of at least 30 days’ prior to the date of such vote or meeting), shall distribute by mail, or such other means and manner as may be mutually agreed between Depository and the Company, at the Company’s expense and provided no legal prohibitions exist: to the Holders of record on the Record Date, (i) such information as is contained in such notice of meeting or in the solicitation materials, (ii) a statement that each such Holder at the close of business on the Record Date will be entitled, subject to any Applicable Legislation, the Company’s constituent documents and the provisions of or governing the Deposited Securities, to provide voting instructions to the Depository as to the exercise of the voting rights pertaining to the Deposited Securities represented by their respective Depository Receipts, and (iii) a brief statement as to the manner in which voting instructions may be given to the Depository. Upon the actual receipt by the Depository of the written instructions of a Holder of record on the Record Date, in the manner and on or before the date established by the Depository for such purpose, the Depository shall endeavour, insofar as practicable and permitted under Applicable Legislation, the provisions of the Company’s constituent documents and the provisions of or governing the Deposited Securities, to cause the Deposited Securities to be voted on in accordance with such instructions. Each Holder shall, for the avoidance of doubt, only be entitled to provide voting instructions in respect of each whole (and not fractional) Deposited Security represented by the Depository Receipts held by such Holder on the applicable Record Date.

(b) Neither the Depositary nor the Custodian shall exercise any discretion as to voting and neither the Depositary nor the Custodian shall vote or attempt to exercise the right to vote the Company Securities or other Deposited Securities represented by Depositary Receipts except pursuant to and in accordance with voting instructions from Holders given in accordance with Section 8.6(a). Deposited Securities for which no specific voting instructions are received by the Depositary from the Holder shall not be voted by the Depositary.

8.7 Deposited Securities shall be held by the Custodian on behalf of, and as nominee for, the Depositary for the benefit of Holders of Depositary Receipts (to the extent not prohibited by Applicable Legislation) at such place or places or in such manner as the Depositary shall (acting reasonably) determine.

8.8 Each of the Company, each person depositing Company Securities and to whom Depositary Receipts are to be issued pursuant to this Deposit Agreement, and each Holder, hereby represents and warrants to, and agrees with, each of the other parties that it is such Party's intent that beneficial and equitable ownership rights and interests in the Deposited Property underlying any Depositary Receipts held by any Holder will be vested exclusively in the Holders of the Depositary Receipts representing the Deposited Property and no equitable ownership rights or interests in such Deposited Property shall vest with the Depositary or the Custodian.

8.9 Subject to the Depositary's rights under this Deposit Agreement, including without limitation the right to sell Deposited Property as provided in the relevant sections hereof, the Depositary confirms that the Deposited Property is not reported as an asset of the Depositary on its financial statements.

9. WITHDRAWAL OF DEPOSITED PROPERTY

9.1 The Holder may request withdrawal of, and the Depositary shall thereupon relinquish, the Deposited Property underlying any Depositary Receipts upon receipt of the relevant Certificate(s) by the Depositary at the specified address of the Depositary or as otherwise agreed and any such additional evidence of the entitlement of the Holder to the relevant Depositary Receipts as the Depositary may reasonably require, accompanied by:

(a) a duly executed order with a Medallion Signature Guarantee (in a form approved by the Depositary) requesting the Depositary to cause the Deposited Property being withdrawn to be delivered to the specified address of the Custodian, or (at the request, risk and expense of the Holder and only if permitted by Applicable Legislation from time to time) at the specified office of the Depositary or to the person(s) designated in such order or as otherwise agreed;

- (b) the payment of such fees, taxes, duties, charges and expenses as may be required under this Deposit Agreement; and
- (c) such proof, certificates and representations and warranties as to matters of fact, including, without limitation, as to such person's identity and such further documents and information as the Depositary may deem reasonably necessary, appropriate or otherwise desirable for the administration or implementation of this Deposit Agreement in accordance with Applicable Legislation.

9.2 Upon the production of such documentation and the making of such payments in accordance with Section 9.1, the Depositary will direct the Custodian, to deliver at the specified office of the Depositary, or to the order in writing of the person(s) designated in the accompanying order:

- (a) evidence of a transfer in respect of the relevant Deposited Property by the Custodian, and accompanied by such instruments of transfer in blank or to the person or persons specified in the order for withdrawal and such other documents, if any, as are required by law for the transfer thereof and as appropriate, evidence of the cancellation of the relevant Depositary Receipts; and
- (b) all other property forming part of the relevant Deposited Property attributable to Depositary Receipts, accompanied, if required by the Articles of Association or Applicable Legislation, by one or more duly executed endorsements or instruments of transfer in respect thereof,

PROVIDED THAT THE DEPOSITARY (AT THE REQUEST, RISK AND EXPENSE OF ANY HOLDER SO SURRENDERING A DEPOSITARY RECEIPT) MAY DELIVER OR CAUSE THE CUSTODIAN TO DELIVER THE ITEMS REFERRED TO IN SECTIONS 9.2(A) AND 9.2(B) AT SUCH OTHER PLACE OR TO SUCH OTHER PERSON AS MAY BE DESIGNATED BY THE SURRENDERING HOLDER IN THE RELEVANT ORDER.

9.3 In respect of such transfer of Deposited Property:

- (a) the Depositary shall be entitled to deliver to the transferee (the "**Transferee**"), in lieu of the relevant Deposited Securities to which the Transferee is entitled, any securities into which such Deposited Securities have been converted, sub-divided or consolidated, any securities which are substituted by the Company for such Deposited Securities or any proceeds and/or securities received or issued in lieu of such Deposited Securities as a result of any corporate event or transaction of or affecting the Company; and

- (b) without prejudice to the generality of Section 9.3(a), where the Depository has at the direction of the Holder tendered, exchanged or otherwise conveyed Deposited Securities to a third party pursuant to a tender offer, exchange offer or other transaction, the Depository shall deliver to the Transferee in question the proceeds and/or securities received in respect of the tendered, exchanged or otherwise conveyed Deposited Securities underlying the Depository Receipts being withdrawn, in lieu of such Deposited Securities;

in each case as soon as practicable following receipt if the same have not been received by the effective date of the Transfer.

- 9.4 Notwithstanding any other provisions of this Section 9, the Depository shall not be required to make arrangements for the transfer of Company Securities during any period when the Share Register (or applicable portion thereof) or the Depository Receipt Register is closed.
- 9.5 Deposited Property shall be delivered by the Depository to any person only under the circumstances expressly contemplated in this Deposit Agreement, and the Depository shall not be liable to a Holder or a Transferee if, under the terms hereof, any Deposited Property is not or cannot be delivered to or to the order of a Transferee.
- 9.6 The Holders shall be liable for any reasonable and documented costs (which shall include, but shall not be limited to, any applicable notary fees) incurred in carrying out a transfer of Depository Receipts and each Holder agrees to indemnify the Depository for any such costs incurred and the Depository shall not be obliged to effect any transfer unless it has been provided cleared funds for such costs to its reasonable satisfaction.
- 9.7 The Depository shall only be obliged to deliver Company Securities or other Deposited Property to the extent Company Securities or such other Deposited Property are then held by the Custodian or the Depository or by their respective agents under this Deposit Agreement.
- 9.8 Notwithstanding the withdrawal of Deposited Securities under this Section 9, income distributions attributable thereto shall be governed by Section 8.
- 9.9 Any person requesting cancellation of Depository Receipts may be required by the Depository to furnish it with a legal opinion by U.S. legal counsel reasonably acceptable to Computershare to the effect that such Depository Receipts and the Company Securities represented thereby may be offered and sold without registration under the Securities Act pursuant to an applicable exemption from the registration requirements thereof, and dealing with such other reasonable issues as may be requested by Computershare.
- 9.10 All Certificates surrendered to the Depository shall be cancelled by the Depository. The Depository is authorized to destroy Certificates so cancelled in accordance with its customary practices or Applicable Legislation.

10. COMPULSORY WITHDRAWAL

- 10.1 If it shall come to the notice of the Depository, or if the Depository shall have reason to believe, that any Depository Receipts:
 - (a) are owned directly or beneficially by any person in circumstances which, in the reasonable opinion of the Depository, might result in the Depository or the Custodian suffering any material losses (including tax losses) for which it is not indemnified under this Deposit Agreement, or pecuniary, fiscal or material regulatory disadvantage or any other material burden or disadvantage which it might not otherwise have suffered;

- (b) are owned directly or beneficially by, or otherwise for the benefit of, any person in breach of any Applicable Legislation or so as to result in ownership of any Company Securities exceeding any limit under, or otherwise infringing, the Articles of Association or Applicable Legislation or the terms of issue of Company Securities;
- (c) are owned directly or beneficially by, or otherwise for the benefit of, any person who fails to furnish to the Depository such proof certificates and representations and warranties as to matters of fact, including, without limitation, as to his identity, as the Depository may reasonably require for the administration or implementation of this Deposit Agreement in accordance with Applicable Legislation;
- (d) are held by a Holder who has failed to duly perform within a reasonable time determined by the Depository any material obligation to the Depository or a Custodian imposed upon him by virtue of this Deposit Agreement or any other agreement to which such Holder and the Depository are parties or any instrument by which such Holder is bound with respect to Depository Receipts; or
- (e) are held on behalf of a Holder or Holders representing Company Securities of such value as to require the Depository or Custodian, under Applicable Legislation, to make a mandatory offer for other Company Securities,

then the Holder shall be deemed, at the election of the Depository to have requested the cancellation of his Depository Receipts(s) and the withdrawal of the Deposited Securities represented by his Depository Receipts(s).

10.2 If any regulatory authority refuses to approve the holding by the Depository or the Custodian of Company Securities at or above a certain level, and requires the Depository or Custodian to divest itself of some or all of Company Securities held by it, then:

- (a) the Depository will consult with the Company as to what action it proposes to take; and
- (b) a Holder or Holders (as appropriate) will be deemed to have requested the cancellation of their Depository Receipts and the withdrawal of Company Securities represented by those Depository Receipts in excess of that level.

In deciding what action to take the Depository will start from the presumption that all Holders should have their Depository Receipts cancelled proportionally, but this presumption may be departed from in any particular case if, in the Depository's reasonable view, the circumstances make it appropriate to do so.

10.3 On the Holder being deemed to have requested the withdrawal of the Deposited Securities represented by his Depository Receipts pursuant to any of Sections 10.1 or 10.2, the Depository shall make such arrangements to the extent practicable and permitted by Applicable Legislation for the delivery of the Deposited Property represented by the Holder's Depository Receipts to the Holder as the Depository shall think fit. Without limitation, the Depository may:

- (a) arrange for such Depository Receipts to be cancelled and for the Deposited Property represented thereby to be transferred to such Holder; or

- (b) if transfer to the Holder in accordance with (a) above is not reasonably practicable, in its absolute discretion, liquidate all or part of the Deposited Property and deliver the net proceeds in respect thereof to the Holder.

11 FEES AND EXPENSES PAYABLE BY HOLDERS

- 11.1 The Depository shall be entitled to charge Holders in respect of the provision of its services under this Deposit Agreement the fees and expenses notified from time to time and not payable by the Company hereunder.
- 11.2 If any fees, costs, taxes, duties or charges shall become payable by or on behalf of the Custodian or the Depository with respect to any Depository Receipts or any part of the Deposited Property, including without limitation the issuance, holding, or transfer thereof, or any income, distribution or capital or other payment arising from any of the foregoing or any proceeds of the sale thereof, without prejudice of the terms of this Deposit Agreement such fees, taxes, duties or charges shall be paid by the Holder thereof to the Depository. The Depository may refuse to effect any registration of Depository Receipts or any withdrawal of the underlying Deposited Securities until such payment is made. The Depository may also deduct from any income, distributions or capital or other payment on or in respect of, or arising from, Deposited Securities, or may sell by public or private sale for the account of the Holder thereof all or any part of such Deposited Property, provided that such Holder has failed to pay such amounts within three (3) days after the Depository provides reasonable notice to the Holder of its intent to make such deduction or sale, and the Depository may apply such deduction or the proceeds of any such sale in payment of such tax or other governmental charge. The Holder shall remain liable for any deficiency. Upon any such sale, the Depository shall, if appropriate, reduce the number of Depository Receipts evidenced by any Certificate held by such Holder to reflect any such sale and shall distribute the net proceeds of any such sale or the balance of any such property after deduction of such tax or other governmental charge to the Holder. If any governmental, regulatory or court consent needs to be obtained prior to the delivery of the Deposited Property or the net proceeds thereof to the Holder, the Depository need not obtain any such consent and shall make such arrangements with respect to the Deposited Property or the net proceeds thereof as it shall see fit.

12. INSTRUCTIONS

- 12.1 The Client and each Holder acknowledge and agree that Computershare shall be entitled without further verification to accept, execute, rely upon or otherwise act upon any certificate or any written instructions or information received from the Client or a Holder (or any person who Computershare reasonably believes is acting on behalf of or is otherwise authorized by the Client or a Holder), including any instructions or information delivered by email or other electronic means, notwithstanding that it may afterwards be discovered that any such certificate, instruction or information:

- (a) was not genuine or was not correct or was forged, not authentic or untrue;
- (b) was not sent with the authority of any person on whose behalf it was expressed to have been sent;
- (c) was not initiated by the relevant person entitled to give it; or
- (d) was in any other way not given in compliance with the requirements of Applicable Legislation.

The Client and each Holder acknowledge and agree that Computershare will not be required to take any further steps to verify the validity of any certificate, written or electronic instruction or other document or the execution of any document received from or on behalf of the Client or a Holder (whether by comparison of signatures or seals or by requiring certification or otherwise). Nothing in this section or elsewhere in this Deposit Agreement shall be construed as requiring Computershare to take any action on an oral instruction, which it determines (in its absolute discretion), should be given in writing.

12.2 Holders shall give instructions to the Depository in the manner described in this Deposit Agreement, and the Depository will not be required to specifically acknowledge such instructions; provided, however, that if the Depository is unable to process any such instructions it will endeavour insofar as practicable to notify the party which issued the instructions.

13. INDEMNIFICATION BY THE COMPANY

13.1 Client shall indemnify and hold Computershare and its officers, directors, employees, agents and affiliates harmless from and against, and none of them shall be responsible for, any and all Losses arising out of or attributable to:

- (a) the performance by Computershare, the Custodian or any of their respective officers, directors, employees, agents and affiliates of any obligations under, or any omission by any of them to act in connection with, this Deposit Agreement or this appointment, including the reasonable costs and expenses of defending itself against any Loss or enforcing this Deposit Agreement, except for any liability of Computershare as set forth in Section 15.2 below;
- (b) any liability of Computershare to pay stamp duty reserve tax or stamp duty (including any interest and/or penalties thereon) resulting from or arising in respect of or otherwise in connection with the issue by Computershare of a depository receipt for securities in the share capital of the Client, including without limitation any issuance of B Depository Receipts resulting from a conversion of B1 Shares into B Shares or any issuance of B1 Depository Receipts resulting from a conversion of B Shares into B1 Shares, or the transfer of securities in the share capital of the Client to Computershare or its nominee including without limitation resulting from or arising in respect of or otherwise in connection with any transactions entered into by the Client following such issue under, or in connection with, this Deposit Agreement, or resulting from or in respect of or otherwise in connection with the transfer by Computershare of securities in the share capital of the Client to a clearance service or a Holder under, or in connection with, this Deposit Agreement;

- (c) any Loss arising out of or attributable to acts performed or omitted by the Company or any of its officers, directors, employees, agents and affiliates in connection with this Deposit Agreement or the breach hereof;
- (d) any liability or expense which may arise out of any misstatement or alleged misstatement or omission or alleged omission in any registration statement, proxy statement, prospectus (or placement memorandum), preliminary prospectus (or preliminary placement memorandum) or other offering document relating to the offer or sale of Depositary Receipts or Deposited Securities, except to the extent any such liability or expense arises out of (i) information relating to the Depositary or its agents (other than the Company), as applicable, furnished in writing by the Depositary and not changed or altered by the Company expressly for use in any of the foregoing documents or (ii) if such information is provided, the failure to state a material fact necessary to make the information provided not misleading; and
- (e) all costs and expenses reasonably incurred or paid by Computershare in connection with any matter for which a claim may be made by Computershare under this section.

13.2 Amounts which are required to be paid by the Client to Computershare:

- (a) in respect of Section 13.1(b), shall be paid in cleared funds on or before the date which is the later of (i) five Business Days after demand is made by Computershare and (ii) the fifth Business Day prior to the date on which the tax in question is payable to HMRC; or
- (b) in respect of Section 13.1 (a) and Sections 13.1 (c) to (e) (inclusive), shall be paid on demand save that where a good faith dispute arises in relation to the amount due, the amount in dispute need not be paid until resolution of such dispute.

13.3 The Client hereby agrees that:

- (a) it shall ensure, to the extent within its control, that neither the Client nor any relevant member of the Client's group holding the Depositary Receipts will under any circumstance make any claim, bring any action or commence any legal proceedings against Computershare under, or in connection with, this Deposit Agreement if or to the extent that any such claim, action or proceedings could not be brought subject to the limitations set forth in Sections 15.2 and 13.4 of this Deposit Agreement;
- (b) any other relevant member of the Client's group who is a beneficiary under the terms of this Deposit Agreement will specifically agree with Computershare in writing to be bound by this Section 13 as if it were the Client; and
- (c) it shall not under any circumstance make any claim, bring any action or commence any legal proceedings against Computershare under this Deposit Agreement if or to the extent that any such claim, action or proceedings could not be brought under Sections 13.4 or 15.2 hereof.

- 13.4 Notwithstanding anything herein to the contrary, Computershare shall on no account be liable to the Client or any Holder in respect of any claim under this Deposit Agreement, unless written notice of the claim has been given to Computershare by or on behalf of the Client or any Holder (as the case may be) on or before the date which is fifteen months after the date on which the Client became aware of the specific act, fact, circumstance or event which gave rise to the claim, or if earlier, the date on which it ought reasonably (having regard to all the circumstances) to have become so aware.
- 13.5 If any action or claim is brought against any party entitled to indemnification hereunder (the “**Indemnified Party**”) in respect of which such Indemnified Party seeks an indemnity from the Client under this Section 13 or from any Holder or Holders pursuant to Section 14 (the Client or such Holder(s) being, as applicable, the “**Indemnifying Party**”) under the provisions of this Deposit Agreement, the Indemnified Party shall, as soon as reasonably practicable, notify the Indemnifying Party in writing of such action or claim (provided that the failure to make such notification shall not affect such Indemnified Party’s rights to indemnification except to the extent the Indemnifying Party is materially prejudiced by such failure) and the Indemnifying Party shall be entitled to assume the defense of such action or claim. All costs, charges, reasonable fees and expenses in respect of such action or claim (whether or not the Indemnifying Party assumes control of the defense) shall be borne by the Indemnifying Party and, to the extent incurred by the Indemnified Party, shall be reimbursed by the Indemnifying Party to the Indemnified Party on demand.
- 13.6 If a payment is made by the Client to an Indemnified Party (i) in respect of stamp duty and/or stamp duty reserve tax, (ii) pursuant to Section 5.6 in respect of Taxes due on fees or other sums paid by the Client, (iii) pursuant to Section 5.7 in respect of Transaction Taxes, or (iv) pursuant to Section 13.1 in respect of any Taxes of the type described in clauses (i) through (iii) of this Section 13.6, and in any such case the Indemnified Party subsequently obtains a total or partial refund of the relevant Taxes from a Tax Authority, the Indemnified Party shall, as soon as reasonably practicable, give notice of this fact to the Client and reimburse to the Client the amount of the refund actually received by the Indemnified Party from the Tax Authority, after deduction of all fees, costs and expenses incurred by the Indemnified Party in connection with obtaining such refund; provided, however, that nothing in this Section 13.6 shall cause any Indemnified Party to be subject to any obligation whatsoever to apply for or otherwise seek or obtain a refund of any Taxes; provided, further, that that if Computershare agrees to apply for or otherwise seek such a refund following a request by the Client, it shall first be entitled to indemnification to its reasonable satisfaction by the Client for any reasonable costs, liabilities and expenses.
- 13.7 No Indemnified Party shall be entitled to be indemnified in respect of any Loss under this Section 13 to the extent that such Indemnified Party has already received full and complete indemnification for the same Loss under Section 14 of this Deposit Agreement; provided, however, that nothing in this Section 13.7 shall obligate the Depository to seek indemnification under Section 14 prior to asserting a claim for indemnification against the Company under this Section 13.

13.8 The obligations set forth in this Section 13 shall survive the termination of this Deposit Agreement and the succession or substitution of any indemnified person.

14. INDEMNIFICATION BY HOLDERS

14.1 Without limiting the rights of the Depository and the Custodian, and each of their respective agents, directors, officers, employees and affiliates to indemnification from the Client, each Holder shall be required to accept liability for and shall be bound to indemnify the Depository and the Custodian and their respective agents, directors, officers, employees and affiliates and hold each of them harmless from and against, and shall reimburse each of them for, any and all Losses (other than tax on their fees), arising from or incurred in connection with (a) any act performed in accordance with or for the purposes of or otherwise related to, this Deposit Agreement insofar as they relate to Deposited Property held for the account of, or Depository Receipts held by, that Holder, including, without limitation, payment of applicable stamp duty reserve tax (or stamp duty) in accordance with this Deposit Agreement, and (b) any breach by that Holder of any of the representations or warranties made or deemed to be made by it in connection with its deposit of Company Securities hereunder, except for Losses determined by a court of competent jurisdiction to be directly caused by or resulting from (i) any fraud, willful misconduct or gross negligence of the Depository or (ii) the Custodian's fraud, willful misconduct or gross negligence in the provision of custodial services to the Depository.

14.2 The Depository shall be entitled to make such deductions from the Deposited Property or any income, distribution or capital arising therefrom or to sell all or any of the Deposited Property and make such deductions from the proceeds of sale thereof as may be required to discharge the obligations of the Holder(s) under this Section 14.

14.3 No Indemnified Party shall be entitled to be indemnified in respect of any Loss under this Section 14 to the extent that such Indemnified party has already received full and complete indemnification for the same Loss under Section 13 of this Deposit Agreement; provided, however, that nothing in this Section 14.3 shall obligate the Depository to seek indemnification under Section 13 prior to asserting a claim for indemnification against a Holder under this Section 14.

14.4 The obligations of each Holder under this Section 14 shall survive any termination of this Deposit Agreement in whole or in part and any resignation or replacement of the Depository and any Custodian.

14.5 Should any amount paid or payable under this Deposit Agreement by a Holder be itself subject to tax in the hands of the recipient (other than on fees payable to the recipient) or be required by law to be paid under any deduction or withholding, the relevant Holder(s) will be required to pay such sums as will after any such tax, deduction or withholding leave the recipient with the same amount as it would have received if no such tax had been payable and no deduction or withholding had been made and such payments and adjustments shall be made as may be necessary to give effect to this Section 14.5.

14.6 If a payment is made by a Holder to an Indemnified Party (i) in respect of stamp duty and/or stamp duty reserve tax, (ii) pursuant to Section 11.2, or (iii) pursuant to Section 14.1 in respect of any Taxes of the type described in clauses (i) or (ii) of this Section 14.6, and in any such case the Indemnified Party subsequently obtains a total or partial refund of the relevant Taxes from a Tax Authority, the Indemnified Party shall, as soon as reasonably practicable, give notice of this fact to the Holder and reimburse to the Holder the amount of the refund actually received by the Indemnified Party from the Tax Authority, after deduction of all fees, costs and expenses incurred by the Indemnified Party in connection with obtaining such refund; provided, however, that nothing in this Section 14.6 shall cause any Indemnified Party to be subject to any obligation whatsoever to apply for or otherwise seek or obtain a refund of any Taxes; provided, further, that if Computershare agrees to apply for or otherwise seek such a refund following a request by the Holder, it shall first be entitled to indemnification to its reasonable satisfaction by the Holder for any reasonable costs, liabilities and expenses.

15. LIMITATION OF LIABILITY

15.1 Notwithstanding any other provision of this Deposit Agreement or the Depositary Receipts to the contrary, neither the Depositary, the Custodian, nor any of their respective agents shall be liable to the Company, Holders or beneficial owners of interests in Depositary Receipts for any incidental, indirect, special, punitive or consequential damages (including, without limitation, legal fees and expenses) of any nature whatsoever, including but not limited to lost profits, in each case of any form incurred by any person or entity, whether or not foreseeable and regardless of the type of action in which such a claim may be brought, even if apprised of the possibility of such damages.

15.2 The Depositary shall not incur any liability to the Client, any Holder, or any other person for any Losses suffered or incurred by the Client, such Holder or other person arising out of or in connection with the performance or non-performance of the Depositary's obligations or duties arising under any provisions of this Deposit Agreement, or otherwise, except to the extent that such Losses are determined by a court of competent jurisdiction to have directly resulted from the Depositary's fraud, gross negligence or willful misconduct, in which case the combined maximum liability of the Depositary to all Holders and the Client shall not exceed the amounts paid hereunder by Client to Computershare as fees and charges, but not including reimbursable expenses, during the twelve months immediately preceding the event, act or omission for which recovery from Computershare is being sought. Except to the extent expressly provided in the preceding sentence, (i) each of the Client and the Holders release the Depositary from any and all liability in connection with or arising out of this Deposit Agreement or the transactions contemplated hereby and (ii) the Client and the Holders agree that they will not under any circumstance make any claim, bring any action or commence any legal proceedings against the Depositary under, or in connection with, this Deposit Agreement. The Depositary shall not incur any liability as a result of any act or omission to act on the part of any Custodian unless the Custodian has committed fraud or willful misconduct in the provision of custodian services to the Depositary.

15.3 Subject to the provisions of this Deposit Agreement, the Depositary and its agents shall not incur any liability to the Company, any Holder or to any other person if, by reason of:

- (a) any provision of any present or future law, rule, regulation, fiat, order or decree of the United States, the United Kingdom or any other country or jurisdiction or of any governmental or regulatory authority or any securities exchange or market or automated quotation system, or by reason of the interpretation thereof;
- (b) the Articles of Association of the Company or the provisions of or governing the Company Securities;
- (c) any act or omission of the Company in contravention of this Deposit Agreement;
- (d) any computer failure or breakdown outside the direct and immediate control of the Depositary; or
- (e) any act of God, war, terrorism, nationalization, expropriation, currency restrictions, work stoppage, strike, lockout, riot, civil unrest, revolutions, rebellions, explosions, epidemics, pandemics, governmental regulations, communication line failures, power failure, earthquake or other disaster or any circumstance beyond the direct and immediate control of the Depositary,

the performance by the Depositary or any other person of any act or thing which is required or permitted or contemplated to be done or performed by or pursuant to this Deposit Agreement shall be prevented or delayed, or would cause any of them to be subject to any civil or criminal penalty, or would be required to be effected in some manner or to an extent which is different in any respect from that provided for or contemplated by this Deposit Agreement.

15.4 If and to the extent that by virtue of laws of any jurisdiction outside England and Wales, or the application or operation of those laws in any particular event or circumstance, or by virtue of the provisions of the Articles of Association of the Company or the application or operation of those provisions in any particular event or circumstance, the Depositary or the Custodian does not acquire unconditional and absolute title or right to any Deposited Property, or acquires a title or right to any Deposited Property which is in any manner encumbered or defective or liable to be displaced or avoided, or where as a result of an event or circumstance beyond the Depositary's reasonable control the Deposited Property is reduced or depleted or the Depositary does not hold sufficient Company Securities to cover Depositary Receipts in issue, neither the Depositary nor the Custodian shall be in any way liable to the Company or to any Holder or any other person by reason thereof; but in any such case the Depositary shall be entitled to take or cause to be taken such action as shall in its opinion be reasonable or appropriate, including without limitation the cancellation without compensation of Depositary Receipts of any Holder(s) determined by the Depositary whether or not such Holder(s) are in any way responsible for the relevant event or circumstance, provided that the Depositary shall use reasonable efforts to promptly notify such Holder(s) following any such cancellation; and each Holder agrees that, by acquiring and holding Depositary Receipts representing Company Securities by means of the arrangements contemplated by this Deposit Agreement, such Holder accepts the risk that by virtue of such laws or terms and conditions, or the application or operation thereof or any such event or circumstance the interest in any relevant Deposited Property may not be entire, complete and unimpeachable.

- 15.5 If the Depositary becomes entitled to take or cause to be taken action in accordance with Section 15.4 above, it will in its sole discretion consider whether it may directly or indirectly transfer or make available to any Holder adversely affected, in whole or in part, the benefit of any rights, claims or other assets which may be available to the Depositary and which pertain to the matter(s) giving rise to the relevant event or circumstance.
- 15.6 The Depositary may rely on, and shall not be liable for any Loss suffered by any Holder or any other person by reason of its having accepted (or the Custodian or the Company or its agents having accepted) as valid and having relied upon any written notice, instruction, request, direction, transfer, certificate for Company Securities (or other securities), electronic communication or any other document or any translation thereof or communication reasonably believed by it in good faith to be genuine notwithstanding that the same shall have been forged or shall not be genuine or accurate or shall not have been duly authorized or delivered.
- 15.7 The Depositary may act, or take no action, on the advice or opinion of, or in reliance upon, any advice, opinion, certificate or information obtained from, the Company or any reputable lawyer, valuer, accountant, banker, broker, information provider, settlement system operator, registrar or other expert whether obtained by the Company, the Depositary or otherwise, or any person presenting Company Securities for deposit, any Holder, or any other person, believed by the Depositary in good faith to be competent to give such advice, opinion, certificate or information, and shall not except where any such person is a member of the same group of companies as the Depositary be responsible or liable to any Holder or any other person for any Losses occasioned by so acting or refraining from acting or relying on information from persons depositing Company Securities or otherwise entitled to the issue of Depositary Receipts. Any such advice, opinion, certificate or information may be sent or obtained by letter, telex, facsimile transmission, e-mail, or other electronic communication and the Depositary shall not be liable for acting on any such advice, opinion, certificate or information notwithstanding that the same shall have been forged or shall not be genuine or accurate.
- 15.8 The Depositary may call for and shall be permitted to accept as sufficient evidence of any fact or matter or the expediency of any transaction or thing a certificate, letter or other written communication, purporting to be signed on behalf of the Company by a director of the Company or by a person duly authorized in writing by a director of the Company or such other certificate from any such person as is specified in Section 15.7 above which the Depositary reasonably considers appropriate and the Depositary shall not be bound in any such case to call for further evidence or be responsible to any Holder or any other person for any Loss or liability that may be occasioned by the Depositary acting on such certificate, except to the extent that the Depositary commits willful misconduct in carrying out such actions.
- 15.9 The Depositary shall not be required or obliged to monitor, supervise or enforce the observance and performance by the Company of any of its obligations, including, without limitation, those arising under or in connection with Applicable Legislation, or any contract or instrument to which the Company is a party or by which it or any of its assets is bound. The Depositary makes no representation or recommendation to any person regarding the financial condition of the Company or the advisability of acquiring Depositary Receipts or Company Securities or other property or as to the type or character or suitability thereof and takes no responsibility for the operations of the Company or the effect thereof on the value of the relevant Company Securities or Depositary Receipts or any rights derived therefrom.

- 15.10 The Depositary and the Custodian may engage or be interested in any financial or other business transactions with the Company or any other member of any group of which the Company is a member or in relation to the Deposited Property (including, without prejudice to the generality of the foregoing, the conversion of any part of the Deposited Property from one currency to another), may at any time acquire, hold, be interested in or deal with Company Securities and/or Depositary Receipts for their own account or for the account of any other person and shall be entitled to charge and be paid all usual fees, commissions and other charges for business transacted and acts done by them otherwise than in the capacity of Depositary or Custodian (as the case may be) in relation to matters arising under this Deposit Agreement (including, without prejudice to the generality of the foregoing, charges on the conversion of any part of the Deposited Property from one currency to another and on any sales of property) without accounting to the Holders or any other person for any profit arising therefrom.
- 15.11 The Depositary shall use commercially reasonable efforts to effect any sale of securities or other property or transferable right and any conversion of currency as is referred to or contemplated by this Deposit Agreement in accordance with its normal practices and procedures and subject to the terms of this Deposit Agreement but shall have no liability with respect to the financial or other terms of such sale or conversion, the timing thereof, or any delay in action or omission to act, or for any error or delay in action, omission to act, default or negligence on the part of the party retained in connection with any such sale or conversion, or if the effecting of such sale or conversion shall not be reasonably practicable.
- 15.12 The Depositary shall have no responsibility whatsoever to any Holder or any other person as regards any deficiency which might arise because the Depositary is subject to or accountable for any tax in respect of any or any part of the Deposited Property or any income, distribution or capital or other payment arising therefrom or any proceeds of sale thereof.
- 15.13 Without prejudice to any other powers which the Depositary may have hereunder, the Depositary shall, after providing the Client (subject to reimbursement of the Depositary's reasonable expenses by the Client) with copies of all proposed agreements or undertakings and consulting with the Client, in each case to the extent practicable and not prohibited by Applicable Legislation, be entitled to enter into any agreement with or give any undertakings required by law to any relevant taxation authority concerning the taxation status of the transactions effected pursuant to this Deposit Agreement and to do all such things as may be reasonably required under the terms of any such agreement or undertakings. After entering into any such agreement or undertaking, the Depositary will, to the extent it is not prohibited from doing so under Applicable Legislation or the terms of such agreement or undertaking, provide a copy thereof to the Client at its reasonable request in connection with any claim for indemnification brought against the Client under this Deposit Agreement. At the Depositary's request the Client shall enter into confidentiality agreements on terms agreeable to the Depositary, acting reasonably, covering all information and documents provided to the Client in regard to such agreements and undertakings and/or proposed agreements and undertakings.

- 15.14 No provision of this Deposit Agreement shall require the Depository to expend or risk its own funds or otherwise incur any financial liability in the performance of any of its duties or in the exercise of any of its rights or powers hereunder, except to the extent a liability arises directly from the Depository's fraud, gross negligence or willful misconduct. If, notwithstanding this provision, the Depository reasonably does so, it shall be entitled to make such deductions from the Deposited Property or any income, distribution or capital arising therefrom or to sell all or any of the Deposited Property and make such deductions from the proceeds of sale thereof as may be required to account for any loss, expenditure or liability suffered by the Depository in respect thereof.
- 15.15 All communications, notices, certificates, documents of title and remittances to be delivered by or sent to or from Holders or their agents will be delivered to or sent to or from them at their own risk.
- 15.16 The Depository and its agents shall incur no liability (a) by reason of any exercise or failure to exercise any discretion given it in this Deposit Agreement; (b) for the acts or omissions made by, or the insolvency of, any securities depository, clearing agency or settlement system; (c) in connection with or arising from, the insolvency of any Custodian that is not an affiliate of the Depository; or (d) for the price received in connection with any sale of securities, the timing thereof, or any delay in action or omission to act, or for any error or delay in action, omission to act, default or negligence on the part of the party retained in connection with any such sale or proposed sale. The Depository shall be under no obligation to inform Holders or any other holders of an interest in any Depository Receipts about the requirements of Applicable Legislation or any changes therein or thereto. The Depository and its agents will not be responsible for any failure to carry out any instructions to vote any of the Deposited Securities, for the manner in which any such vote is cast or for the effect of any such vote. The Depository may rely upon instructions from the Company or its counsel in respect of any approval or license required for any currency conversion, transfer or distribution. Notwithstanding anything to the contrary set forth in this Deposit Agreement, the Depository and its agents may fully respond to any and all demands or requests for information maintained by or on its behalf in connection with this Deposit Agreement, any Holder or Holders, any Depository Receipt or Depository Receipts or otherwise related hereto or thereto to the extent such information is requested or required by or pursuant to any lawful authority, including without limitation Applicable Legislation, administrative or judicial process, banking, securities or other regulators. The Depository shall not incur any liability for any tax consequences that may be incurred by Holders on account of their ownership of the Depository Receipts. The Depository shall not incur any liability for the content of any information submitted to it by or on behalf of the Company for distribution to the Holders or for any inaccuracy of any translation thereof, for the content of any information from the Company and (to the extent the Company has appointed one) the Share Registrar relating to cash distributions, corporate actions, forthcoming meetings of the holders of those securities and other matters having a bearing on the rights of persons holding Depository Receipts representing Company Securities, or for the time at which any such information is available or the timing of the delivery of such information to the Depository, the Custodian or its nominee. The Depository shall not incur any liability for any investment risk associated with acquiring an interest in the Deposited Securities, for the validity or worth of the Deposited Securities, for the credit-worthiness of any third party, for allowing any rights to lapse upon the terms of this Deposit Agreement, or for the failure or timeliness of any notice from the Company. The Depository shall not be liable for any acts or omissions made by a successor depository whether in connection with a previous act or omission of the Depository or in connection with any matter arising wholly after the removal or resignation of the Depository.

- 15.17 The Depository may consult with foreign counsel, at the Company's expense (only to the extent the prior written consent of the Company is obtained, which consent shall not be unreasonably withheld, delayed or conditioned), to resolve any foreign law issues that may arise as a result of the Company or any other party being subject to the laws or regulations of any foreign jurisdiction, provided that if the Company does not grant such approval, the Depository will not be liable to the Company, the Holders or any other person by reason of the applicability or effect of any such foreign laws or regulations to any party.
- 15.18 The Depository, Custodian or any affiliated companies or associates of each may act as agent for, provide banking, depository, custodian and other services to, and generally engage in any kind of business with, others (including without limitation issuers of securities, money market instruments or other property purchased for and on behalf of the Depository) to the same extent as if the Depository and/or Custodian were not a party to these arrangements. Nothing in this Deposit Agreement shall be deemed to restrict the right of the Depository, the Custodian or the affiliated companies or associates of each to perform such services for any other person or entity; the performance of such services for others and the receipt of any fees, or other compensation in relation to such service, business or activity will not be deemed to violate the terms of this Deposit Agreement or give rise to any duty or obligation not specifically undertaken by the Depository or Custodian under this Deposit Agreement.
- 15.19 The Depository shall not be under any duty to bring legal proceedings against the Company on behalf of a Holder, and shall have no obligation to appear in, prosecute or defend any other action, suit or other proceeding in respect of any Deposited Securities or the Depository Receipts; and if the Depository agrees to so act, it shall do so only if fully indemnified by the Holder or the Company.

16. CUSTODIAN; AGENTS OF THE DEPOSITARY

- 16.1 The Depository shall appoint the Custodian for the purpose of providing the Custody Services on the Commencement Date. The Custodian shall be subject at all times and in all respects to the direction of the Depository and shall be responsible solely to it. The Depository reserves the right to replace or remove the Custodian and to appoint additional custodians, provided, in each case, that such Custodian's business is exclusively that of holding "relevant securities" (as defined in Section 69(3) of the Finance Act) and "Chargeable Securities" (as defined in Section 99 of the Finance Act) (I) as nominee or agent for a person whose business is or includes issuing depository receipts for the purposes of Sections 67(6), 72A(2)(A), 93(3) and 97B(2)(A) of the Finance Act.

- 16.2 All funds received by Depository hereunder on behalf of Holders or the Client (“**Funds**”) may be held by the Depository or one or more agents of the Depository (which agents may be affiliates of the Depository) and deposited in one or more bank accounts to be maintained by the Depository in its name, which account(s) may be unsegregated. Until paid or distributed pursuant to this Deposit Agreement, the Depository may hold or invest the Funds through such accounts in: (a) obligations of, or guaranteed by, the United States of America; (b) commercial paper obligations rated A-1 or P-1 or better by Standard & Poor’s Corporation (“**S&P**”) or Moody’s Investors Service, Inc. (“**Moody’s**”), respectively; (c) AAA rated money market funds that comply with Rule 2a-7 of the Investment Company Act of 1940; or (d) demand deposit accounts, short term certificates of deposit, bank repurchase agreements or bankers’ acceptances, of commercial banks with Tier 1 capital exceeding \$1 billion or with an average rating above investment grade by S&P (LT Local Issuer Credit Rating), Moody’s (Long Term Rating) and Fitch Ratings, Inc. (LT Issuer Default Rating) (each as reported by Bloomberg Finance L.P.). The Depository, the Custodian and their respective agents shall have no responsibility or liability for any diminution of the Funds that may result from any deposit or investment made by the Depository or its agent(s) in accordance with this paragraph, including any losses resulting from a default by any bank, financial institution or other third party. The Depository or its agent(s) may from time to time receive interest, dividends or other earnings in connection with such deposits or investments, all of which shall be solely for the account of the Depository. Neither the Depository, the Custodian nor any other agent of the Depository shall be obligated to pay such interest, dividends or earnings to Company, any Holder or any other party. The Depository and the Custodian may, directly or through one or more agents, hold Holders’ money entitlements in bank accounts, pursuant to this Section 16.2, on a pooled basis pending distribution and the relevant bank may be entitled to combine funds held in a bank account with any other account of the Depository or the Custodian or their respective agents.
- 16.3 The Depository may perform its obligations under this Deposit Agreement through any agent appointed by it and shall only be responsible for the performance of such agents to the extent the Depository did not act in good faith in the appointment thereof.
- 17. RESIGNATION AND/OR REMOVAL OF THE DEPOSITARY**
- 17.1 The Depository may resign as Depository:
- (a) by giving at least 120 days’ prior notice in writing to that effect to the Holders; or
 - (b) on the termination of this Deposit Agreement.
- 17.2 The resignation of the Depository shall take effect on the date specified in such notice if notice has been given in accordance with Section 17.1(a) or on the effective date of the termination of this Deposit Agreement.
- 17.3 The Depository may be removed by the Client upon 120 days’ prior notice to that effect to the Depository.

- 17.4 In the event of a resignation pursuant to sub-paragraph (a) of Section 17.1, the Depository undertakes to provide commercially reasonable cooperation and assistance to the Client in connection with the Client's appointment of a successor depository. Upon any such appointment and acceptance, notice thereof shall be given by or for the Client to the Holders as soon as reasonably practicable.
- 17.5 Upon the resignation or removal of the Depository (referred to as the "**Retiring Depository**") and the appointment of a successor depository against payment of all sums due to the Retiring Depository under this Deposit Agreement, the Depository shall deliver to its successor as depository, if any (the "**Successor**"), sufficient information and records to enable the Successor efficiently to perform its obligations under this Deposit Agreement and shall transfer to the Successor or to a custodian all Deposited Property held by the Retiring Depository hereunder. Upon the date when such resignation takes effect, any Custodian appointed by the Retiring Depository shall be instructed by the Retiring Depository to transfer to the Successor or to a custodian appointed by the Successor the Deposited Property held by it pursuant to this Deposit Agreement.

18. TERMINATION

18.1 This Deposit Agreement may be terminated:

- (a) by either the Client or Computershare by notice in writing to the other party and to all Holders if, in respect of Computershare, the Client, and in respect of the Client, Computershare:
- (i) shall be in material breach of any term of this Deposit Agreement and shall not have remedied such breach (if capable of being remedied) within 30 days of receiving notice of such breach and a request for such remedy;
 - (ii) goes into insolvency or liquidation (not being a members' voluntary winding up) or administration or a receiver is appointed over any part of its undertaking or assets provided that any arrangement, appointment or order in relation to such insolvency or liquidation, administration or receivership is not stayed, revoked, withdrawn or rescinded (as the case may be), within the period of 30 days, immediately following the first day of such insolvency or liquidation; or
 - (iii) shall cease to have the appropriate authorizations, which permit it lawfully to perform its obligations envisaged by this Deposit Agreement at any time.
- (b) by Computershare (i) at any time in which it ceases to act as transfer agent for the Company Securities or (ii) if the Client undertakes a corporate action relating to or affecting the share capital of the Client and relating to the Deposited Securities and provides notice of the corporate action to Computershare in accordance with Section 4.5(a) of this Deposit Agreement and Computershare, acting reasonably, considers that (x) such corporate action will, or is likely to, materially adversely affect its legal, tax or regulatory position or (y) one or more of the conditions set by Computershare pursuant to Section 4.5(b) hereof has not been met.

18.2 In addition, Computershare may terminate this Deposit Agreement:

- (a) by giving 120 days' prior written notice to that effect to the Company and Holders; or
- (b) at any time upon written notice to the Client if there shall be no Depositary Receipts outstanding.

18.3 In addition, the Client may terminate this Deposit Agreement by giving 120 days' prior written notice to that effect to Computershare and Holders.

18.4 Any termination of this Deposit Agreement shall be without prejudice to any other rights or remedies a party may be entitled to under this Deposit Agreement or at law and shall not affect any accrued rights or liabilities of any of the Parties nor the coming into or continuance in force of any provision which is expressly or by implication intended to come into or continue in force on or after such termination. Upon any resignation by Computershare other than pursuant to Section 18.1, Computershare shall, at the Client's expense and where practicable, provide reasonable cooperation and assistance in transferring the deposited property to an alternative depositary to act as a successor depositary, if so requested by the Client.

18.5 All provisions regarding indemnification (including without limitation Sections 13 and 14), taxes (including without limitation Section 5), warranty (including without limitation Sections 4 and 8), liability and limits thereon (including without limitation Sections 15 and 26), the scope of the Depositary's duties and/or obligations and limitations thereon (including without limitation Section 3), fees and expenses (including without limitation Sections 6 and 11), termination of this Deposit Agreement and the consequences thereof (Sections 18 and 19), and governing law and submission to jurisdiction (Section 34), shall survive the termination or expiration of this Deposit Agreement.

19. CONSEQUENCES OF TERMINATION

19.1 Upon the termination of this Deposit Agreement if any amount is payable by the Client to Computershare, the Client shall pay such amount in accordance with the terms of this Deposit Agreement.

19.2 Subject to Section 19.4, if any Depositary Receipts remain outstanding after the date of termination of this Deposit Agreement or of the Depositary Receipts or any series thereof, the Depositary shall as soon as reasonably practicable:

- (a) deliver the Deposited Property then held by it under this Deposit Agreement in respect of the Depositary Receipts (or the applicable series of Depositary Receipts) to the respective Holder, subject to such Holder's surrender of its Depositary Receipts for cancellation and compliance with the requirements of this Deposit Agreement; or at its discretion;
- (b) after ninety (90) days from the date of termination of this Deposit Agreement, if delivery to the Holder in accordance with (a) above is not reasonably practicable, use reasonable efforts to sell all or part of the Deposited Property; and

(c) after the date of termination, the Depository shall not register transfers of the relevant Depository Receipts, pass on dividends or distributions or take any other action in respect of such Deposited Property, except that it shall hold the net proceeds of any such sale, after deducting any sums then due to the Depository, together with any other cash then held by it under this Deposit Agreement, without liability for interest, for the pro rata benefit of Holders who have not theretofore surrendered their Depository Receipts. After any sale in accordance with this Section 19.2, the Depository shall be discharged from all obligations under this Deposit Agreement and the Depository Receipts, except its obligation to account to the Holders for such net proceeds and other cash comprising the Deposited Property without interest. For the avoidance of doubt, any obligations of a Holder to make payments to the Depository shall survive any termination of this Deposit Agreement or the Depository Receipts.

19.3 Upon the later of (i) the termination of this Deposit Agreement; or (ii) the date of the resignation of Computershare as depository pursuant to Section 17; or (iii) the removal of Computershare pursuant to Section 17.3, Computershare shall, without unreasonable delay and at the cost of the Client (to the extent such costs are properly incurred), deliver to the Client (or as it may reasonably direct), all documents, papers and other records relating to the Depository Receipt Register in its possession which are the property of the Client but, for the avoidance of doubt, Computershare shall be entitled to retain copies for the purposes of compliance with applicable regulatory reporting requirements and internal recordkeeping procedures.

19.4 Subject to Section 19.5, should this Deposit Agreement be terminated for any reason where the Client has nominated any replacement depository to hold the Deposited Securities, Computershare shall, on the request of the Client, (i) resign in favor of such replacement depository in accordance with the terms of this Deposit Agreement within 21 days of the termination of this Deposit Agreement, (ii) deliver to such replacement depository sufficient information and records to enable the replacement depository efficiently to perform its obligations under this Deposit Agreement and (iii) transfer to the replacement depository or to a custodian appointed by the replacement depository all Deposited Property held by Computershare hereunder.

19.5 Other than arising from Computershare's fraud, bad faith, gross negligence, or wilful misconduct, the Client shall, within 30 days of termination or resignation, pay to Computershare, Computershare's reasonable costs and expenses, including but not limited to legal fees, incurred as a result of any action taken by Computershare under Section 19.1 or 19.4, or as a consequence of such action.

20 AMENDMENT

20.1 All and any of the provisions of this Deposit Agreement (other than this Section) may at any time and from time to time be amended or supplemented by the Depository in any respect which it may deem necessary or desirable, subject to the prior written consent of the Client (which shall not be unreasonably withheld or delayed).

20.2 Notice of any amendment or supplement that does not in the reasonable opinion of the Depositary materially affect the interests of the Holders of Depositary Receipts shall become effective on enactment. Notice of any amendment or supplement that in the reasonable opinion of the Depositary materially affects the interests of the Holders of Depositary Receipts concerned, shall be given by or for the Depositary to the Holders 14 days' prior to the amendment or supplement taking effect. Every Holder of Depositary Receipts at the time any such amendment or supplement so becomes effective shall be deemed, by continuing to hold such Depositary Receipts, to consent and agree to such amendment or supplement and to be bound by this Deposit Agreement as amended or supplemented thereby. Notwithstanding the foregoing, in circumstances where such an amendment or supplement is required for compliance with any Applicable Legislation, the Depositary may amend or supplement this Deposit Agreement as necessary to ensure compliance with such Applicable Legislation. Such amendment or supplement to this Deposit Agreement in such circumstances shall not require the consent of the Client and may become effective before a notice of such amendment or supplement is given to Holders or within any other period of time as required for compliance, provided that notice shall be given by or for the Depositary to the Client and the Holders as soon as practicable after the Depositary is made aware that such amendment or supplement is required.

20.3 The Depositary shall not be obliged to have regard to the consequences for the Holders of any proposed amendment or supplement to this Deposit Agreement or the exercise of any power conferred on the Depositary by this Deposit Agreement except to the extent expressly provided in this Deposit Agreement.

21 FURTHER ACKNOWLEDGMENTS

The Holders shall be required and be bound to acknowledge and agree with the Depositary that the Holder shall not cause or endeavor to cause the Depositary, the Custodian or its nominee to make or assert any right or claim whatsoever against the Company or its officers;

22 DISCLOSURE OF OWNERSHIP

22.1 The Depositary may from time to time require from any Holder or former or prospective Holder:

- (a) information as to the capacity in which such Holder owns or owned Depositary Receipts and regarding the identity of any other persons then or previously interested in such Depositary Receipts and the nature of such interests; and
- (b) evidence or declaration of nationality or residence of the legal or beneficial owner(s) of Depositary Receipts registered or to be registered in its name and such information as is required for the transfer of the relevant Company Securities to the Holder,

and such other information as may be reasonably necessary or desirable for the purposes of this Deposit Agreement or any other agreement or arrangement to which a Holder is party or by which a Holder is bound. Each Holder agrees to provide any such information requested by the Company or the Depositary and consents to the disclosure of such information by the Depositary or Custodian to the extent the Depositary or Custodian, acting reasonably, considers it necessary to comply with their respective legal or regulatory obligations under Applicable Legislation.

- 22.2 To the extent that provisions of or governing any Company Securities, the Articles of Association of the Company or Applicable Legislation may require the disclosure to the Company of, or limitations in relation to, beneficial or other ownership of Company Securities or other securities, the Holders of Depositary Receipts shall comply with the Company's instructions in respect of such disclosure or limitation, as may be forwarded to them from time to time. Holders shall comply with all such disclosure requirements of the Company from time to time and hereby authorize the Depositary to make any such required disclosures although the Depositary is not under any obligation to make any such required disclosures on behalf of the Holders.
- 22.3 The Depositary and the Custodian may disclose information concerning the Holders, the Company, Company Securities and (if different) the Deposited Property, to its affiliated companies and associates and to sub-custodians and other third party providers of services as may be necessary in connection with its performance of the arrangements described in this Deposit Agreement (including, without limitation, the respective lawyers and accountants for the Depositary and the Custodian).
- 22.4 Nothing in this Deposit Agreement shall require the Depositary or the Custodian to disclose sensitive information to a Holder, and neither the Depositary nor the Custodian shall be liable to any Holder in respect of Losses incurred in connection with any failure to disclose sensitive information. For the purpose of this Section, sensitive information shall mean any information:
- (A) that the Depositary or the Custodian receives from the Company (or any person acting on the Company's behalf) under any obligation of confidence; or
 - (B) the disclosure of which in the Depositary's or the Custodian's reasonable opinion might amount to a breach of Applicable Legislation or the rules of any market on which Company Securities are listed or traded.

23. AGREEMENT NOT EXCLUSIVE

Computershare may act as depositary, custodian or registrar for any other party on such terms as it sees fit and shall not be under any duty to disclose to the Client any matter of which it may become aware in the performance of such duties or of which it may become aware in any capacity other than in providing the Services under this Deposit Agreement.

24. NOTICES

Any notice or communication by Computershare or Client to the other pursuant to this Deposit Agreement is duly given if in writing and delivered in person or sent by overnight delivery service or first class mail, postage prepaid, or by e-mail or other electronic communication (such contact details to be agreed by the party to be notified) when received in a legible form, to the other's address:

If to Client:

Kiniksa Pharmaceuticals International, plc
Third Floor
23 Old Bond Street
London, W1S 4PZ, England, United Kingdom
Attn: Madelyn Zeylikman

If to Computershare:

Computershare Trust Company, N.A.
150 Royall Street
Canton, MA 02021
Attn: General Counsel

If to a Holder:

At the address set out in the Depositary Receipt Register.

Any alteration in the details of a party entitled to receive notice hereunder shall, to have effect, be notified to the other parties in accordance with this Section.

25. COPIES OF DEPOSIT AGREEMENT

A Holder shall be entitled to one copy of this Deposit Agreement upon payment of a reasonable copying charge upon written request made to the Depositary.

26. FORCE MAJEURE

- 26.1 Neither the Depositary nor the Client shall be responsible to the other or to the Holders for delays or failure to perform any of its obligations under the terms of this Deposit Agreement resulting from acts beyond the reasonable control of such party. Such acts shall include, but not be limited to, acts of God, terrorism, nationalization, expropriation, currency restrictions, work stoppage, strikes, lockout, riots, acts of war, civil unrest, revolutions, rebellions, explosions, epidemics, pandemics, governmental regulations, communication line failures, power failure, earthquakes or other disasters, or any failure or breakdown of any computer facilities.

27. ASSIGNMENT

- 27.1 Computershare may not assign this Deposit Agreement or any rights, benefits or, subject to the Depositary's rights to appoint agents hereunder, obligations under the terms of this Deposit Agreement to any person other than an affiliate of the Depositary (an "**Affiliate Assignee**") without the prior written consent of the Client, and no assignment may be made to an Affiliate Assignee unless the business of the Affiliate Assignee is or includes issuing "depository receipts" for "relevant securities" (within the meaning of section 69 of the Finance Act) and "depository receipts" for "chargeable securities" (within the meaning of sections 94 and 99 of the Finance Act) for the purposes of 67(6) and 93(2) of the Finance Act.

27.2 The Client may not assign this Deposit Agreement or any rights, benefits or obligations under the terms of this Deposit Agreement without the prior written consent of Computershare.

28. NO PARTNERSHIP

Nothing contained in this Deposit Agreement shall constitute or be deemed to constitute a partnership between Computershare and any other party, and Computershare shall not be, or construed to be, the agent of any other party for any purpose or to have any authority to bind or incur any liability on behalf of any other party, save as otherwise expressly provided in this Deposit Agreement.

29. NO WAIVER

No waiver of a breach of or a default under any provisions of this Deposit Agreement may be granted by a Party except in writing. The waiver by any party of a breach or default of any of the provisions of this Deposit Agreement by any other party shall not be construed as a waiver of any succeeding breach of the same or other provisions nor shall any delay or omission on the part of any party to avail itself of any right, power or privilege that it has or may have under this Deposit Agreement operate as a waiver of any breach or default by any other party.

30. INVALIDITY AND SEVERABILITY

If any provision of this Deposit Agreement or any part of any such provision is held to be invalid, unlawful or unenforceable, such provision or part (as the case may be) shall be ineffective only to the extent of such invalidity, unlawfulness or unenforceability and shall not prejudice or affect the remainder of such provision or any other provision of this Deposit Agreement.

31. VARIATION

Variation to, or modification, amendment or abrogation of this Deposit Agreement shall not be of any effect unless it is in writing and signed by the Parties.

32. ENTIRE AGREEMENT

This Deposit Agreement constitutes the whole and only agreement between the Parties relating to the Services and save to the extent repeated in this Deposit Agreement, and the other agreements and documents referred to in this Deposit Agreement, supersedes and extinguishes any prior drafts, agreements, undertakings, representations, warranties and arrangements of any nature whatsoever and all other terms, conditions, indemnities and warranties, whether express or implied, statutory or otherwise, and all representations (save in respect of fraudulent misrepresentations) whether made orally or in writing are excluded.

33. NO THIRD PARTY BENEFICIARIES

THIS DEPOSIT AGREEMENT IS FOR THE EXCLUSIVE BENEFIT OF COMPUTERSHARE, THE CLIENT, THE HOLDERS, AND THEIR RESPECTIVE SUCCESSORS HEREUNDER, AND SHALL NOT GIVE ANY LEGAL OR EQUITABLE RIGHT, REMEDY OR CLAIM WHATSOEVER TO ANY OTHER PERSON, EXCEPT AS EXPRESSLY PROVIDED IN SECTIONS 13.1 AND 14.1 AND EXCEPT FOR PROVISIONS HEREOF THAT EXPRESSLY PROVIDE A RIGHT OR BENEFIT TO THE CUSTODIAN. IF A BENEFIT IS CONFERRED ON ANY THIRD PARTY IN ACCORDANCE WITH THIS SECTION, THE DEPOSITARY MAY RESCIND OR VARY ANY TERM OF THIS DEPOSIT AGREEMENT WITHOUT THE CONSENT OF THE THIRD PARTY AT ALL TIMES. IN NO EVENT SHALL THE CONSENT OF ANY THIRD PARTY BE REQUIRED FOR ANY AMENDMENT, MODIFICATION AND/OR CHANGE TO THIS DEPOSIT AGREEMENT.

34. GOVERNING LAW; JURISDICTION

- 34.1 This Deposit Agreement shall be governed by and construed in accordance with the laws of the State of New York, without regard to principles of conflicts of law. The Parties and all Holders irrevocably (a) submit to the non-exclusive jurisdiction of any New York State court sitting in New York City or the U.S. District Court for the Southern District of New York in any legal suit, action or proceeding arising out of or relating to this Deposit Agreement, (b) waive, to the fullest extent they may effectively do so, any defense based on inconvenient forum, improper venue or lack of jurisdiction to the maintenance of any such legal suit, action or proceeding, and (c) waive all right to trial by jury in any legal suit, action, proceeding or counterclaim arising out of this Deposit Agreement or the transactions contemplated hereby. The Client also irrevocably agrees that any legal suit, action or proceeding against Computershare brought by the Client, arising out of or based upon this Deposit Agreement or the transactions contemplated hereby, may only be instituted in a New York State court sitting in New York City or the U.S. District Court for the Southern District of New York. Notwithstanding the foregoing, any judgment may be enforced in any competent court in the United Kingdom or the United States.
- 34.2 For the benefit of the Depositary, each Holder irrevocably agrees by holding a Depositary Receipt or an interest therein, that any legal suit, action or proceeding against or involving Computershare, arising out of or based upon this Deposit Agreement or the transactions contemplated hereby, may only be instituted in a New York State court sitting in New York City or the U.S. District Court for the Southern District of New York, and by holding a Depositary Receipt or an interest therein each irrevocably waives any objection which it may now or hereafter have to the laying of venue of any such proceeding, and irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action or proceeding.
- 34.3 The submission to the jurisdiction of the courts referred to in Section 34.2 shall not (and shall not be construed so as to) limit the rights of the Depositary to take Proceedings against any Holder in any other court of competent jurisdiction nor shall the taking of Proceedings in any one or more jurisdictions preclude the taking of Proceedings in any other jurisdictions, whether concurrently or not.

35. COUNTERPARTS

This Deposit Agreement may be executed by the Parties on separate counterparts; each of which shall constitute an original, but both counterparts shall together constitute one and the same instrument. A signature to this Deposit Agreement executed and/or transmitted electronically shall have the same authority, effect, and enforceability as an original signature.

IN WITNESS WHEREOF this Deposit Agreement and the Schedules are executed as follows:

Executed for and on behalf of
COMPUTERSHARE TRUST COMPANY, N.A.

/s/ Dennis V. Moccia
Senior Manager, Contract Operations

Executed for and on behalf of
KINKSA PHARMACEUTICALS INTERNATIONAL, PLC

/s/ Sanj K. Patel
Director

Schedule 1
The Depositary Services

Subject to the provisions of the Deposit Agreement, the Depositary Services to be provided by Computershare as Depositary for the Depositary Receipts shall include:

1. maintaining the Depositary Receipt Register;
2. receiving instructions including stock transfer forms (in a form acceptable to Computershare) on behalf of Holders or the Custodian relating to transactions in Depositary Receipts or the Deposited Property (as the case may be);
3. making entries of registration in the Depositary Receipt Register and amending, supplementing or otherwise modifying the Depositary Receipt Register, to the extent applicable, including in relation to any share split, reverse share split or share consolidation;
4. issuing Depositary Receipts and certificates to Holders in respect of such Depositary Receipts;
5. the cancellation of Depositary Receipts;
6. maintenance in respect of Holders of Depositary Receipts of a Depositary Receipt Register showing the number of Depositary Receipts attributable to each Holder;
7. maintenance in respect of Holders of Depositary Receipts of records reflecting cash amounts paid (if any) to a Holder of Depositary Receipts;
8. registering transfers of Depositary Receipts and routine dealings with marital proceedings, estate planning, probate, powers of attorney, changes of address and similar documents;
9. making mailing addresses of Holders of Depositary Receipts available for dispatch of the Annual Report and Accounts and Interim Reports;
10. reconciliation of voting instructions received from Holders in relation to general meetings of the Client;
11. dealing (to the extent that Computershare considers itself competent) with routine correspondence with Holders of Depositary Receipts;
12. receiving and paying dividends;
13. processing corporate actions that are contemplated by this Deposit Agreement;
14. affixing, amending and removing restrictive legends with respect to Depositary Receipts in accordance with the provisions of the Deposit Agreement; and
15. such other services as may be described or provided for in the Deposit Agreement.

Schedule 2
The Custody Services

The Custody Services to be provided by the Custodian as custodian for the Deposited Securities shall include:

1. the holding of Deposited Property as may be designated from time to time by the Depository; and
2. the execution of transfers in response to instructions received from Holders in relation to the Deposited Property held on their behalf.

Schedule 3
The Fees

Save as otherwise agreed between the Client and Computershare's ultimate parent, Computershare Limited in respect of management and administration fees payable in respect of the services contemplated by the Deposit Agreement:

1. The Fees payable by the Client in respect of the Depositary and Custody Services will be (a) a US\$85,000 one-time fee for Advisory/Structuring Services, (b) an annual fee of US\$13,200 and (c) a fee of US\$250 per transaction and/or transfer involving the cancellation, transfer and/or additional issuances of Depositary Receipts.
2. The Client shall reimburse Computershare within 30 days' of Computershare's invoice for Computershare's reasonable legal fees and other advisory fees arising out of or in connection with the Deposit Agreement, including but not limited to such fees arising out of or in connection with Section 6 of the Deposit Agreement, provided incurrence of such fees is notified to the Client in advance, and provided that any such fees relating to the establishment of the depositary program, including the negotiation of the Deposit Agreement shall be included within the Global Facilitation Fee (as defined in the proposal letter dated April 19, 2024 between Computershare and the Client (the **Engagement Letter**)) and any such fees shall be limited to the extent provided in the Engagement Letter.
3. The Client shall in addition reimburse Computershare within 30 days of Computershare's invoice for all reasonable and documented out-of-pocket network charges, money transmission and banking charges and other reasonable and documented out-of-pocket expenses incurred by it in connection with the provision of the Services under the Deposit Agreement. Such out-of-pocket expenses shall include (but not by way of limitation) stationery, printing, travel, telephones, postage, storage and legal expenses.

Schedule 4A
Form of Certificate Evidencing B Depository Receipts

[RESTRICTIVE LEGEND TO BE INSERTED]

CERTAIN RIGHTS OF THE HOLDER OF THIS DEPOSITARY RECEIPT MAY BE WITHHELD IN ACCORDANCE WITH THE PROVISIONS OF THE DEPOSIT AGREEMENT FOR THE PROVISION OF DEPOSITARY SERVICES AND CUSTODY SERVICES IN RESPECT OF DEPOSITARY RECEIPTS DATED [DATE], 2024 BY AND BETWEEN THE DEPOSITARY AND KINIKSA PHARMACEUTICALS INTERNATIONAL, PLC (THE "**DEPOSIT AGREEMENT**"), INCLUDING, WITHOUT LIMITATION, VOTING RIGHTS AND THE RIGHT TO RECEIVE DIVIDENDS AND OTHER DISTRIBUTIONS

No. of Depository Receipts:

Certificate Number: _____

CERTIFICATE

evidencing

B DEPOSITARY RECEIPTS

representing

B ORDINARY SHARES

of

KINIKSA PHARMACEUTICALS INTERNATIONAL, PLC

(Incorporated under the laws of England and Wales)

Computershare Trust Company, N.A., a national banking association organized under the laws of the United States whose registered office is at 150 Royall Street, Canton, MA 02021 (the "**Depository**"), hereby certifies that _____ is the registered owner (a "**Holder**") of Kiniksa Pharmaceuticals International, plc B Depository Receipts ("**Depository Receipts**"), each representing one B ordinary share, including rights to receive B ordinary shares (together "**B Shares**") and, together with any additional securities, property or cash from time to time held by the Depository in respect or in lieu thereof, the "**Deposited Securities**", of Kiniksa Pharmaceuticals International, plc, a company incorporated under the laws of England and Wales with registered number 15630565 (the "**Company**"), and deposited at the office of GTU Ops, Inc. (the "**Custodian**"), the Custodian appointed by the Depository.

The B Shares are registered in the name of the Custodian and the Deposited Securities will be held by the Custodian as nominee for the Depository. This Depository Receipt is issued pursuant to the Deposit Agreement dated [date], 2024 (as amended from time to time, the "**Deposit Agreement**") among the Company, the Depository and the Holders from time to time of Depository Receipts issued in accordance therewith. Each Holder of a Depository Receipt shall, by accepting such Depository Receipt be bound by all the provisions of the Deposit Agreement. Copies of the Deposit Agreement are available at the Depository's registered office referred to above and at the office of the Custodian. This Depository Receipt (which includes the provisions set forth on the reverse hereof) shall be governed by and construed in accordance with the laws of the State of New York. Words and expressions defined in the Deposit Agreement shall have the same meaning in this Certificate.

Rights over Deposited Property

In accordance with, and subject to, the terms of the Deposit Agreement, the Holder is entitled to distributions which the Depository or Custodian receives in respect of the Deposited Securities.

Withdrawal of Deposited Property

Subject to the terms of the Deposit Agreement, the Holder may request withdrawal of, and the Depository shall thereupon relinquish, the Deposited Property underlying any Depository Receipt upon receipt of the relevant Certificate(s) by the Depository at the specified address of the Depository or as otherwise agreed and any such additional evidence of the entitlement of the Holder to the relevant Depository Receipts as the Depository may reasonably require, accompanied by:

- (a) a duly executed order with a Medallion Signature Guarantee (in a form approved by the Depository) requesting the Depository to cause the Deposited Property being withdrawn to be delivered to the specified address of the Custodian, or (at the request, risk and expense of the Holder and only if permitted by Applicable Legislation from time to time) at the specified office of the Depository or to the person(s) designated in such order or as otherwise agreed;
- (b) the payment of such fees, taxes, duties, charges and expenses as may be required under the Deposit Agreement or this Certificate; and
- (c) such proof, certificates and representations and warranties as to matters of fact, including, without limitation, as to such person's identity and such further documents and information as the Depository may deem reasonably necessary, appropriate or otherwise desirable for the administration or implementation of the Deposit Agreement in accordance with Applicable Legislation.

Upon the production of such documentation and the making of such payments, the Depository will direct the Custodian, to deliver at the specified office of the Depository, or to the order in writing of the person(s) designated in the accompanying order:

- (i) evidence of a transfer in respect of the relevant Deposited Property by the Custodian, and accompanied by such instruments of transfer in blank or to the person or persons specified in the order for withdrawal and such other documents, if any, as are required by law for the transfer thereof and as appropriate, evidence of the cancellation of the relevant Depository Receipts; and

(ii) all other property forming part of the relevant Deposited Property attributable to Depositary Receipts, accompanied, if required by the Articles of Association or Applicable Legislation, by one or more duly executed endorsements or instruments of transfer in respect thereof,

PROVIDED THAT THE DEPOSITARY (AT THE REQUEST, RISK AND EXPENSE OF ANY HOLDER SO SURRENDERING A DEPOSITARY RECEIPT) MAY DELIVER OR CAUSE THE CUSTODIAN TO DELIVER THE ITEMS REFERRED TO IN (i) AND (ii) ABOVE AT SUCH OTHER PLACE OR TO SUCH OTHER PERSON AS MAY BE DESIGNATED BY THE SURRENDERING HOLDER IN THE RELEVANT ORDER.

In respect of such transfer of Deposited Property:

(a) the Depositary shall be entitled to deliver to the Transferee, in lieu of the relevant Deposited Securities to which the Transferee is entitled, any securities into which such Deposited Securities have been converted, sub-divided or consolidated, any securities which are substituted by the Company for such Deposited Securities or any proceeds and/or securities received or issued in lieu of such Deposited Securities as a result of any corporate event or transaction of or affecting the Company; and

(b) without prejudice to the generality of the immediately preceding paragraph, where the Depositary has at the direction of the Holder tendered, exchanged or otherwise conveyed Deposited Securities to a third party pursuant to a tender offer, exchange offer or other transaction, the Depositary shall deliver to the Transferee in question the proceeds and/or securities received in respect of the tendered, exchanged or otherwise conveyed Deposited Securities underlying the Depositary Receipts being withdrawn, in lieu of such Deposited Securities;

in each case as soon as practicable following receipt if the same have not been received by the effective date of the Transfer.

Notwithstanding any other provisions of Section 9 of the Deposit Agreement, the Depositary shall not be required to make arrangements for the transfer of Company Securities during any period when the Share Register for the B Shares or the Depositary Receipt Register is closed.

Deposited Property shall be delivered by the Depositary to any person only under the circumstances expressly contemplated in the Deposit Agreement, and the Depositary shall not be liable to a Holder or a Transferee if, under the terms thereof, any Deposited Property is not or cannot be delivered to or to the order of a Transferee.

The Holders shall be liable for any reasonable and documented costs (which shall include, but shall not be limited to, any applicable notary fees) incurred in carrying out a transfer of Depositary Receipts and each Holder agrees to indemnify the Depositary for any such costs incurred and the Depositary shall not be obliged to effect any transfer unless it has been provided cleared funds for such costs to its reasonable satisfaction.

The Depository shall only be obliged to deliver Company Securities or other Deposited Property to the extent Company Securities or such other Deposited Property are then held by the Custodian or the Depository or by their respective agents under the Deposit Agreement.

Notwithstanding the withdrawal of Deposited Securities under Section 9 of the Deposit Agreement, income distributions attributable thereto shall be governed by Section 8 of the Deposit Agreement.

Any person requesting cancellation of Depository Receipts may be required by the Depository to furnish it with a legal opinion by U.S. legal counsel reasonably acceptable to Computershare to the effect that such Depository Receipts and the Company Securities represented thereby may be offered and sold without registration under the Securities Act pursuant to an applicable exemption from the registration requirements thereof, and dealing with such other reasonable issues as may be requested by Computershare.

Under certain circumstances as set forth in the Deposit Agreement, a Holder shall be deemed, at the election of the Depository, to have requested the cancellation of the Holder's Depository Receipts(s) and the withdrawal of the Deposited Securities represented by such Depository Receipts(s).

To the extent the Deposited Securities customarily trade in book-entry form, electronic delivery of the Deposited Securities represented by such Depository Receipts shall be made to the Holder in accordance with the Deposit Agreement. To the extent such Deposited Securities customarily trade in certificated form, delivery of Deposited Securities represented by such Depository Receipts may be made to the Holder or upon such Holder's order by the delivery of certificates at the office of the Depository or its Agent as designated by the surrendering Holder in accordance with the Deposit Agreement.

Depository Receipt Register

The Depository shall maintain at an office which may, but need not, be the Depository's registered office: (a) a separate register in respect of the Depository Receipts (the "**Depository Receipt Register**") for the registration, registration of transfer, combination and split up of Depository Receipts, which at reasonable times shall be open for inspection by Holders for the purpose of communicating with Holders in the interest of the business of the Company or a matter relating to the Deposit Agreement; and (b) facilities for the delivery and receipt of Depository Receipts. The Depository may close the Depository Receipt Register at any time or from time to time when deemed expedient by it.

Title to Depositary Receipts and validity

Title to the Depositary Receipts shall be evidenced by entry in the Depositary Receipt Register. This Certificate evidences the Holder's entitlement to the Depositary Receipts. Title to these Depositary Receipts may be transferred by the Holder providing the Depositary with a duly executed stock transfer form setting out the person to whom a specified number of the Depositary Receipts will be transferred and the Certificates therefor and such other requirements as set forth in the Deposit Agreement. The Depositary, notwithstanding any notice to the contrary, may treat the person in whose name a Depositary Receipt is registered on the Depositary Receipt Register as the absolute owner thereof for all purposes and neither the Depositary nor the Company will have any obligation or be subject to any liability under the Deposit Agreement to any holder of a Depositary Receipt, unless such holder is the Holder thereof.

Charges, obligations, representations and warranties

The Depositary shall be entitled to charge Holders in respect of the provision of its services under the Deposit Agreement the fees and expenses notified from time to time and not payable by the Company under the Deposit Agreement.

By holding a Depositary Receipt or an interest therein, Holders are confirming that they have read, and are in agreement with, the provisions, terms and obligations set forth in the Deposit Agreement and that the Deposit Agreement shall govern the rights of the Holder in respect of the Depositary Receipts and the Deposited Property and the obligations and liability of and to the Depositary, including, without limitation, the indemnification obligations of Holders, the limitations on Holder rights against the Depositary, the possibility that the Holder will be deemed to have taken certain actions or provided certain instructions under the Deposit Agreement, the representations and warranties given and to be given by Holders and the fees, charges, taxes, duties and expenses payable by a Holder. Each person depositing Company Securities and to whom Depositary Receipts are to be issued or transferred pursuant to the Deposit Agreement and each Holder shall be bound as a holder by the provisions of the Deposit Agreement and shall be required to give such warranties and certifications to the Depositary as the Depositary may reasonably require. Each person depositing Company Securities and to whom Depositary Receipts are to be issued pursuant to the Deposit Agreement and each Holder shall be deemed to represent and warrant that Company Securities which are transferred or issued to the Custodian with respect to which Depositary Receipts are to be issued or are so issued are duly authorized, validly issued and outstanding, fully paid up, non-assessable and legally obtained by the person depositing such Company Securities and the person to whom Depositary Receipts are to be issued, all pre-emptive and comparable rights, if any, with respect to such Company Securities have been validly waived or exercised, such person is duly authorized to deposit such Company Securities under the Deposit Agreement and has effected a legal, valid and binding disposition of such Company Securities to the Depositary or the Custodian, such Company Securities are being transferred or, as the case may be, issued free and clear of all liens, charges, encumbrances, security interests, adverse claims or other third party interests, that such transfers or, as the case may be, such issues of Company Securities to the Custodian are not in contravention of the Articles of Association of the Company or of any contractual obligation binding on such person or the person making the transfer or of any Applicable Legislation or order binding on or affecting such person or the person making the transfer, and to the extent such person is an "affiliate" of the Company as such term is defined in Rule 144 under the Securities Act, that at the time of any transfer, sale or other disposition of such Company Securities or the Depositary Receipts representing such Company Securities (i) the Company Securities will be duly registered pursuant to an effective registration statement under the Securities Act or (ii) all of the provisions of Rule 144 under the Securities Act which enable the Company Securities to be freely sold (in the form of Depositary Receipts) will be fully complied with and, in either case, all of the Depositary Receipts representing such Company Securities will not be "restricted securities" as defined in Rule 144 upon the sale thereof. The Depositary shall be entitled to refuse to accept Company Securities for deposit under the Deposit Agreement (i) whenever it is notified in writing by the Company that the Company has restricted the transfer thereof to comply with ownership restrictions under Applicable Legislation; (ii) if it reasonably believes that any relevant transfer is invalid or ineffective to pass title in Company Securities under any Applicable Legislation; (iii) if the Depositary is notified by or on behalf of the Company that such deposit or the issue of Depositary Receipts pursuant to the Deposit Agreement would or is reasonably likely to result in the contravention of any Applicable Legislation; or (iv) such deposit fails to comply with any applicable requirements of the Deposit Agreement or with such requirements as the Depositary may establish consistent with the Deposit Agreement.

Limitations on the Depository's Liability and Obligations

Holders acknowledge that the Depository shall not incur any liability to any Holder or to any other person for any Losses suffered or incurred by such Holder or other person arising out of or in connection with the performance or non-performance of the Depository's obligations or duties arising under any provisions of the Deposit Agreement, or otherwise, except to the extent that such Losses directly result from the Depository's fraud, gross negligence or wilful misconduct, in which case the combined maximum liability of the Depository to all Holders and the Client shall not exceed the amounts paid under the Deposit Agreement by Client to Computershare as fees and charges, but not including reimbursable expenses, during the twelve months immediately preceding the event, act or omission for which recovery from Computershare is being sought. Except to the extent expressly provided in the preceding sentence, by holding a Depository Receipt the Holders (i) release the Depository from any and all liability in connection with or arising out of the Deposit Agreement or the transactions contemplated thereby and (ii) agree that they will not under any circumstance make any claim, bring any action or commence any legal proceedings against the Depository under, or in connection with, the Deposit Agreement. The Depository shall not incur any liability as a result of any act or omission to act on the part of any Custodian unless the Custodian has committed fraud or wilful misconduct in the provision of custodian services to the Depository.

Subject to the provisions of the Deposit Agreement, the Depository and its agents shall not incur any liability to any Holder, the Company, or to any other person if, by reason of:

- (a) any provision of any present or future law, rule, regulation, fiat, order or decree of the United States, the United Kingdom or any other country or jurisdiction or of any governmental or regulatory authority or any securities exchange or market or automated quotation system, or by reason of the interpretation thereof;
- (b) the Articles of Association of the Company or the provisions of or governing the Company Securities;

- (c) any act or omission of the Company in contravention of the Deposit Agreement;
- (d) any computer failure or breakdown outside the direct and immediate control of the Depositary; or
- (e) any act of God, war, terrorism, nationalization, expropriation, currency restrictions, work stoppage, strike, lockout, riot, civil unrest, revolutions, rebellions, explosions, epidemics, pandemics, governmental regulations, communication line failures, power failure, earthquake or other disaster or any circumstance beyond the direct and immediate control of the Depositary,

the performance by the Depositary or any other person of any act or thing which is required or permitted or contemplated to be done or performed by or pursuant to the Deposit Agreement shall be prevented or delayed, or would cause any of them to be subject to any civil or criminal penalty, or would be required to be effected in some manner or to an extent which is different in any respect from that provided for or contemplated by the Deposit Agreement.

If and to the extent that by virtue of laws of any jurisdiction outside England and Wales, or the application or operation of those laws in any particular event or circumstance, or by virtue of the provisions of the Articles of Association of the Company or the application or operation of those provisions in any particular event or circumstance, the Depositary or the Custodian does not acquire unconditional and absolute title or right to any Deposited Property, or acquires a title or right to any Deposited Property which is in any manner encumbered or defective or liable to be displaced or avoided, or where as a result of an event or circumstance beyond the Depositary's reasonable control the Deposited Property is reduced or depleted or the Depositary does not hold sufficient Company Securities to cover Depositary Receipts in issue, neither the Depositary nor the Custodian shall be in any way liable to the Company or to any Holder or any other person by reason thereof; but in any such case the Depositary shall be entitled to take or cause to be taken such action as shall in its opinion be reasonable or appropriate, including without limitation the cancellation without compensation of Depositary Receipts of any Holder(s) determined by the Depositary whether or not such Holder(s) are in any way responsible for the relevant event or circumstance, provided that the Depositary shall use reasonable efforts to promptly notify such Holder(s) following any such cancellation; and each Holder agrees that, by acquiring and holding Depositary Receipts representing Company Securities by means of the arrangements contemplated by the Deposit Agreement, such Holder accepts the risk that by virtue of such laws or terms and conditions, or the application or operation thereof or any such event or circumstance the interest in any relevant Deposited Property may not be entire, complete and unimpeachable.

If the Depositary becomes entitled to take or cause to be taken action in accordance with the immediately preceding paragraph, it will in its sole discretion consider whether it may directly or indirectly transfer or make available to any Holder adversely affected, in whole or in part, the benefit of any rights, claims or other assets which may be available to the Depositary and which pertain to the matter(s) giving rise to the relevant event or circumstance.

The Depositary may rely on, and shall not be liable for any Loss suffered by any Holder or any other person by reason of its having accepted (or the Custodian or the Company or its agents having accepted) as valid and having relied upon any written notice, instruction request, direction, transfer, certificate for Company Securities (or other securities), electronic communication or any other document or any translation thereof or communication reasonably believed by it in good faith to be genuine notwithstanding that the same shall have been forged or shall not be genuine or accurate or shall not have been duly authorized or delivered.

The Depositary may act, or take no action, on the advice or opinion of, or in reliance upon, any advice, opinion, certificate or information obtained from, the Company or any reputable lawyer, valuer, accountant, banker, broker, information provider, settlement system operator, registrar or other expert whether obtained by the Company, the Depositary or otherwise, or any person presenting Company Securities for deposit, any Holder, or any other person, believed by the Depositary in good faith to be competent to give such advice, opinion, certificate or information, and shall not except where any such person is a member of the same group of companies as the Depositary be responsible or liable to any Holder or any other person for any Losses occasioned by so acting or refraining from acting or relying on information from persons depositing Company Securities or otherwise entitled to the issue of Depositary Receipts. Any such advice, opinion, certificate or information may be sent or obtained by letter, telex, facsimile transmission, e-mail, or other electronic communication and the Depositary shall not be liable for acting on any such advice, opinion, certificate or information notwithstanding that the same shall have been forged or shall not be genuine or accurate.

The Depositary may call for and shall be permitted to accept as sufficient evidence of any fact or matter or the expediency of any transaction or thing a certificate, letter or other written communication, purporting to be signed on behalf of the Company by a director of the Company or by a person duly authorized in writing by a director of the Company or such other certificate from any such person as is specified in the immediately preceding paragraph which the Depositary reasonably considers appropriate and the Depositary shall not be bound in any such case to call for further evidence or be responsible to any Holder or any other person for any Loss or Liability that may be occasioned by the Depositary acting on such certificate, except to the extent that the Depositary commits willful misconduct in carrying out such actions.

The Depositary shall not be required or obliged to monitor, supervise or enforce the observance and performance by the Company of any of its obligations, including, without limitation, those arising under or in connection with Applicable Legislation, or any contract or instrument to which the Company is a party or by which it or any of its assets is bound. The Depositary makes no representation or recommendation to any person regarding the financial condition of the Company or the advisability of acquiring Depositary Receipts or Company Securities or other property or as to the type or character or suitability thereof and takes no responsibility for the operations of the Company or the effect thereof on the value of the relevant Company Securities or Depositary Receipts or any rights derived therefrom.

The Depositary and the Custodian may engage or be interested in any financial or other business transactions with the Company or any other member of any group of which the Company is a member or in relation to the Deposited Property (including, without prejudice to the generality of the foregoing, the conversion of any part of the Deposited Property from one currency to another), may at any time acquire, hold, be interested in or deal with Company Securities and/or Depositary Receipts for their own account or for the account of any other person and shall be entitled to charge and be paid all usual fees, commissions and other charges for business transacted and acts done by them otherwise than in the capacity of Depositary or Custodian (as the case may be) in relation to matters arising under the Deposit Agreement (including, without prejudice to the generality of the foregoing, charges on the conversion of any part of the Deposited Property from one currency to another and on any sales of property) without accounting to the Holders or any other person for any profit arising therefrom.

The Depositary shall use commercially reasonable efforts to effect any sale of securities or other property or transferable right and any conversion of currency as is referred to or contemplated by the Deposit Agreement in accordance with its normal practices and procedures and subject to the terms of the Deposit Agreement but shall have no liability with respect to the financial or other terms of such sale or conversion, the timing thereof, or any delay in action or omission to act, or for any error or delay in action, omission to act, default or negligence on the part of the party retained in connection with any such sale or conversion, or if the effecting of such sale or conversion shall not be reasonably practicable.

The Depositary shall have no responsibility whatsoever to any Holder or any other person as regards any deficiency which might arise because the Depositary is subject to or accountable for any tax in respect of any or any part of the Deposited Property or any income, distribution or capital or other payment arising therefrom or any proceeds of sale thereof.

Without prejudice to any other powers which the Depositary may have under the Deposit Agreement, the Depositary shall, after providing the Company (subject to reimbursement of the Depositary's reasonable expenses by the Company) with copies of all proposed agreements or undertakings and consulting with the Company, in each case to the extent practicable and not prohibited by Applicable Legislation, be entitled to enter into any agreement with or give any undertakings required by law to any relevant taxation authority concerning the taxation status of the transactions effected pursuant to the Deposit Agreement and to do all such things as may be reasonably required under the terms of any such agreement or undertakings. After entering into any such agreement or undertaking, the Depositary will, to the extent it is not prohibited from doing so under Applicable Legislation or the terms of such agreement or undertaking, provide a copy thereof to the Company at its reasonable request in connection with any claim for indemnification brought against the Company under the Deposit Agreement. At the Depositary's request the Company shall enter into confidentiality agreements on terms agreeable to the Depositary, acting reasonably, covering all information and documents provided to the Company in regard to such agreements and undertakings and/or proposed agreements and undertakings.

No provision of the Deposit Agreement shall require the Depository to expend or risk its own funds or otherwise incur any financial liability in the performance of any of its duties or in the exercise of any of its rights or powers thereunder, except to the extent a liability arises directly from the Depository's fraud, gross negligence or willful misconduct. If, notwithstanding this provision, the Depository reasonably does so, it shall be entitled to make such deductions from the Deposited Property or any income, distribution or capital arising therefrom or to sell all or any of the Deposited Property and make such deductions from the proceeds of sale thereof as may be required to account for any loss, expenditure or liability suffered by the Depository in respect thereof.

All communications, notices, certificates, documents of title and remittances to be delivered by or sent to or from Holders or their agents will be delivered to or sent to or from them at their own risk.

The Depository shall not be liable to a Holder for delays or failure to perform any of its obligations under the Deposit Agreement resulting from acts beyond the Depository's reasonable control.

The Depository and its agents shall incur no liability (a) by reason of any exercise or failure to exercise any discretion given it in the Deposit Agreement; (b) for the acts or omissions made by, or the insolvency of, any securities depository, clearing agency or settlement system; (c) in connection with or arising from, the insolvency of any Custodian that is not an affiliate of the Depository; or (d) for the price received in connection with any sale of securities, the timing thereof, or any delay in action or omission to act, or for any error or delay in action, omission to act, default or negligence on the part of the party retained in connection with any such sale or proposed sale. The Depository shall be under no obligation to inform Holders or any other holders of an interest in any Depository Receipts about the requirements of Applicable Legislation or any changes therein or thereto. The Depository and its agents will not be responsible for any failure to carry out any instructions to vote any of the Deposited Securities, for the manner in which any such vote is cast or for the effect of any such vote. The Depository may rely upon instructions from the Company or its counsel in respect of any approval or license required for any currency conversion, transfer or distribution. Notwithstanding anything to the contrary set forth in the Deposit Agreement, the Depository and its agents may fully respond to any and all demands or requests for information maintained by or on its behalf in connection with the Deposit Agreement, any Holder or Holders, any Depository Receipt or Depository Receipts or otherwise related hereto or thereto to the extent such information is requested or required by or pursuant to any lawful authority, including without limitation Applicable Legislation, administrative or judicial process, banking, securities or other regulators. The Depository shall not incur any liability for any tax consequences that may be incurred by Holders on account of their ownership of the Depository Receipts. The Depository shall not incur any liability for the content of any information submitted to it by or on behalf of the Company for distribution to the Holders or for any inaccuracy of any translation thereof, for the content of any information from the Company and (to the extent the Company has appointed one) the Share Registrar relating to cash distributions, corporate actions, forthcoming meetings of the holders of those securities and other matters having a bearing on the rights of persons holding Depository Receipts representing Company Securities, or for the time at which such information is available or the timing of the delivery of such information to the Depository, the Custodian or its nominee. The Depository shall not incur any liability for any investment risk associated with acquiring an interest in the Deposited Securities, for the validity or worth of the Deposited Securities, for the credit-worthiness of any third party, for allowing any rights to lapse upon the terms of the Deposit Agreement, or for the failure or timeliness of any notice from the Company. The Depository shall not be liable for any acts or omissions made by a successor depository whether in connection with a previous act or omission of the Depository or in connection with any matter arising wholly after the removal or resignation of the Depository.

Notwithstanding any other provision of the Deposit Agreement or the Depositary Receipts to the contrary, neither the Depositary, the Custodian, nor any of their respective agents shall be liable to the Company, Holders or beneficial owners of interests in Depositary Receipts for any incidental, indirect, special, punitive or consequential damages (including, without limitation, legal fees and expenses) of any nature whatsoever, including but not limited to lost profits, in each case of any form incurred by any person or entity, whether or not foreseeable and regardless of the type of action in which such a claim may be brought, even if apprised of the possibility of such damages.

The Depositary may consult with foreign counsel, at the Company's expense (only to the extent the prior written consent of the Company is obtained, which consent shall not be unreasonably withheld, delayed or conditioned), to resolve any foreign law issues that may arise as a result of the Company or any other party being subject to the laws or regulations of any foreign jurisdiction, provided that if the Company does not grant such approval, the Depositary will not be liable to the Company, the Holders or any other person by reason of the applicability or effect of any such foreign laws or regulations to any party.

The Depositary, Custodian or any affiliated companies or associates of each may act as agent for, provide banking, depository, custodian and other services to, and generally engage in any kind of business with, others (including without limitation issuers of securities, money market instruments or other property purchased for and on behalf of the Depositary) to the same extent as if the Depositary and/or Custodian were not a party to these arrangements. Nothing in the Deposit Agreement shall be deemed to restrict the right of the Depositary, the Custodian or the affiliated companies or associates of each to perform such services for any other person or entity; the performance of such services for others and the receipt of any fees, or other compensation in relation to such service, business or activity will not be deemed to violate the terms of the Deposit Agreement or give rise to any duty or obligation not specifically undertaken by the Depositary or Custodian under the Deposit Agreement.

The Depositary shall not be under any duty to bring legal proceedings against the Company on behalf of a Holder, and shall have no obligation to appear in, prosecute or defend any other action, suit or other proceeding in respect of any Deposited Securities or the Depositary Receipts; and if the Depositary agrees to so act, it shall do so only if fully indemnified by the Holder or the Company.

Depository's Right to Refrain from Acting

The Depository shall not be required to carry out any act under the Deposit Agreement, including without limitation the acceptance of Company Securities for Deposit thereunder, which the Depository considers falls into one or more of the following:

- (a) in the judgment of its legal counsel (whether internal or external), will, or would reasonably be expected to, be contrary to or breach (i) any Applicable Legislation or (ii) any requirement of any government or governmental authority, body or agency or any regulatory authority, or (iii) any provision of the Deposit Agreement; or
- (b) would reasonably be expected to cause it to suffer or incur any financial liability or any financial obligation of any kind or cause it to be liable to any person (including any liability for Taxes), except for (i) any financial liability or financial obligation (other than a liability or obligation relating to stamp duty or stamp duty reserve tax) in respect of which the Company provides written confirmation that the Depository is fully indemnified under the Deposit Agreement, and for which the Company provides a bond or advances the requisite amounts should the Depository so request, and (ii) any liability for stamp duty or stamp duty reserve tax in respect of which (a) the Depository has received evidence reasonably satisfactory to the Depository of payment of such stamp duty and/or stamp duty reserve tax in full by the Client or (b) the Company has provided cleared funds to the Depository in the full amount of such stamp duty and/or stamp duty reserve tax, and the Depository has paid the applicable tax to HMRC and has, to the extent it is reasonably available, received confirmation that such payment has been received; provided that in either such case under this clause (ii) the Depository shall have the right, prior to carrying out the relevant act under the Deposit Agreement, to receive a written opinion from the Company's UK tax advisers confirming the calculation of the amount of stamp duty and/or stamp duty reserve tax payable in connection with such act; or
- (c) in the reasonable judgment of its legal counsel (whether internal or external), will or will likely require it to have or obtain a legal status, or to obtain any license, permit, authorization, consent, approval or other permission, in any case which it does not have at the date of the Deposit Agreement; or
- (d) in the reasonable judgement of its legal counsel (whether internal or external), will or will likely require it to comply with any other Applicable Legislation, compliance with which the Depository considers, acting reasonably, is unduly onerous for it; or
- (e) which would have a material adverse impact on the Depository including a material adverse impact on its business.

In any such case the Depository may take such actions, or refrain from taking such actions, as it reasonably believes may be necessary to avoid any of the consequences under clauses (a) through (e) above, as applicable.

Indemnification

Under the Deposit Agreement, the Holders agree that, without limiting the rights of the Depository and the Custodian, and each of their respective agents, directors, officers, employees and affiliates to indemnification from the Client, each Holder shall be required to accept liability for and shall be bound to indemnify the Depository and the Custodian and their respective agents, directors, officers, employees and affiliates and hold each of them harmless from and against, and shall reimburse each of them for, any and all Losses (other than tax on their fees), arising from or incurred in connection with (a) any act performed in accordance with or for the purposes of or otherwise related to, the Deposit Agreement insofar as they relate to Deposited Property held for the account of, or Depository Receipts held by, that Holder, including, without limitation, payment of applicable stamp duty reserve tax (or stamp duty) in accordance with the Deposit Agreement, and (b) any breach by that Holder of any of the representations or warranties made or deemed to be made by it in connection with its deposit of Company Securities under the Deposit Agreement, except for Losses determined by a court of competent jurisdiction to be directly caused by or resulting from (i) any fraud, willful misconduct or gross negligence of the Depository or (ii) the Custodian's fraud, willful misconduct or gross negligence in the provision of custodial services to the Depository.

The Holders further agree that

- (a) The Depository shall be entitled to make such deductions from the Deposited Property or any income, distribution or capital arising therefrom or to sell all or any of the Deposited Property and make such deductions from the proceeds of sale thereof as may be required to discharge the indemnification obligations of the Holders under Section 14 of the Deposit Agreement;
- (b) The obligations of each Holder under Section 14 of the Deposit Agreement shall survive any termination of the Deposit Agreement in whole or in part and any resignation or replacement of the Depository and any Custodian;
- (c) Should any amount paid or payable under the Deposit Agreement by a Holder be itself subject to tax in the hands of the recipient (other than on fees payable to the recipient) or be required by law to be paid under any deduction or withholding, the relevant Holder(s) will be required to pay such sums as will after any such tax, deduction or withholding leave the recipient with the same amount as it would have received if no such tax had been payable and no deduction or withholding had been made and such payments and adjustments shall be made as may be necessary to give effect to this paragraph; and
- (d) If a payment is made by a Holder to an Indemnified Party (i) in respect of stamp duty and/or stamp duty reserve tax, (ii) pursuant to Section 11.2 of the Deposit Agreement, or (iii) pursuant to Section 14.1 of the Deposit Agreement in respect of any Taxes of the type described in clauses (i) or (ii) of this paragraph, and in any such case the Indemnified Party subsequently obtains a total or partial refund of the relevant Taxes from a Tax Authority, the Indemnified Party shall, as soon as reasonably practicable, give notice of this fact to the Holder and reimburse to the Holder the amount of the refund actually received by the Indemnified Party from the Tax Authority, after deduction of all fees, costs and expenses incurred by the Indemnified Party in connection with obtaining such refund; provided, however, that nothing in this paragraph shall cause any Indemnified Party to be subject to any obligation whatsoever to apply for or otherwise seek or obtain a refund of any Taxes; provided, further, that if the Depository agrees to apply for or otherwise seek such a refund following a request by the Holder, it shall first be entitled to indemnification to its reasonable satisfaction by the Holder for any reasonable costs, liabilities and expenses.

Taxes

If any fees, costs, taxes, duties or charges shall become payable by or on behalf of the Custodian or the Depository with respect to any Depository Receipts or any part of the Deposited Property, including without limitation the issuance, holding, or transfer thereof, or any income, distribution or capital or other payment arising from any of the foregoing or any proceeds of the sale thereof, without prejudice of the terms of the Deposit Agreement such fees, taxes, duties or charges shall be paid by the Holder thereof to the Depository. The Depository may refuse to effect any registration of Depository Receipts or any withdrawal of the underlying Deposited Securities until such payment is made. The Depository may also deduct from any income, distributions or capital or other payment on or in respect of, or arising from, Deposited Securities, or may sell by public or private sale for the account of the Holder thereof all or any part of such Deposited Property, provided that such Holder has failed to pay such amounts within three (3) days after the Depository provides reasonable notice to the Holder of its intent to make such deduction or sale, and the Depository may apply such deduction or the proceeds of any such sale in payment of such tax or other governmental charge. The Holder shall remain liable for any deficiency. Upon any such sale, the Depository shall, if appropriate, reduce the number of Depository Receipts evidenced by any Certificate held by such Holder to reflect any such sale and shall distribute the net proceeds of any such sale or the balance of any such property after deduction of such tax or other governmental charge to the Holder. If any governmental, regulatory or court consent needs to be obtained prior to the delivery of the Deposited Property or the net proceeds thereof to the Holder, the Depository need not obtain any such consent and shall make such arrangements with respect to the Deposited Property or the net proceeds thereof as it shall see fit.

In addition to any rights and remedies to which the Depository is entitled under the Deposit Agreement, to the extent that the Depository (or its nominee) is accountable for and/or primarily liable and is required to pay for stamp duty reserve tax (or stamp duty) pursuant to the Finance Act (or otherwise under other UK enactments or regulations), in respect of any chargeable securities transferred or issued to, or appropriated by, the Depository pursuant to the Deposit Agreement, each Holder agrees that where such Holder is to issue, transfer or ensure the transfer to the Depository of Company Securities in relation to which the Depository will issue Depository Receipts, the Holder shall, before such issue, transfer or appropriation, pay to the Depository in cleared funds, or to HMRC on behalf of the Depository, an amount equal to the stamp duty reserve tax (or stamp duty) for which the Depository is liable in respect of such transfer, issue or appropriation, if any.

EXECUTED and DELIVERED)
 by **Computershare Trust Company, N.A.**)
 acting by [insert title])

 Signature of [insert title]

Schedule 4B
Form of Certificate Evidencing B1 Depository Receipts

[RESTRICTIVE LEGEND TO BE INSERTED]

CERTAIN RIGHTS OF THE HOLDER OF THIS DEPOSITARY RECEIPT MAY BE WITHHELD IN ACCORDANCE WITH THE PROVISIONS OF THE DEPOSIT AGREEMENT FOR THE PROVISION OF DEPOSITARY SERVICES AND CUSTODY SERVICES IN RESPECT OF DEPOSITARY RECEIPTS DATED [DATE], 2024 BY AND BETWEEN THE DEPOSITARY AND KINIKSA PHARMACEUTICALS INTERNATIONAL, PLC (THE "DEPOSIT AGREEMENT"), INCLUDING, WITHOUT LIMITATION, THE RIGHT TO RECEIVE DIVIDENDS AND OTHER DISTRIBUTIONS

No. of Depository Receipts: _____

Certificate Number: _____

CERTIFICATE

evidencing

B1 DEPOSITARY RECEIPTS

representing

B1 ORDINARY SHARES

of

KINIKSA PHARMACEUTICALS INTERNATIONAL, PLC

(Incorporated under the laws of England and Wales)

Computershare Trust Company, N.A., a national banking association organized under the laws of the United States whose registered office is at 150 Royall Street, Canton, MA 02021 (the "Depository"), hereby certifies that _____ is the registered owner (a "Holder") of Kiniksa Pharmaceuticals International, plc B1 Depository Receipts ("Depository Receipts"), each representing one B1 ordinary share, including rights to receive B1 ordinary shares (together "B1 Shares" and, together with any additional securities, property or cash from time to time held by the Depository in respect or in lieu thereof, the "Deposited Securities"), of Kiniksa Pharmaceuticals International, plc, a company incorporated under the laws of England and Wales with registered number 15630565 (the "Company"), and deposited at the office of GTU Ops, Inc. (the "Custodian"), the Custodian appointed by the Depository.

The B1 Shares are registered in the name of the Custodian and the Deposited Securities will be held by the Custodian as nominee for the Depository. This Depository Receipt is issued pursuant to the Deposit Agreement dated [date], 2024 (as amended from time to time, the "**Deposit Agreement**") among the Company, the Depository and the Holders from time to time of Depository Receipts issued in accordance therewith. Each Holder of a Depository Receipt shall, by accepting such Depository Receipt be bound by all the provisions of the Deposit Agreement. Copies of the Deposit Agreement are available at the Depository's registered office referred to above and at the office of the Custodian. This Depository Receipt (which includes the provisions set forth on the reverse hereof) shall be governed by and construed in accordance with the laws of the State of New York. Words and expressions defined in the Deposit Agreement shall have the same meaning in this Certificate.

Rights over Deposited Property

In accordance with, and subject to, the terms of the Deposit Agreement, the Holder is entitled to distributions which the Depository or Custodian receives in respect of the Deposited Securities.

Withdrawal of Deposited Property

Subject to the terms of the Deposit Agreement, the Holder may request withdrawal of, and the Depository shall thereupon relinquish, the Deposited Property underlying any Depository Receipt upon receipt of the relevant Certificate(s) by the Depository at the specified address of the Depository or as otherwise agreed and any such additional evidence of the entitlement of the Holder to the relevant Depository Receipts as the Depository may reasonably require, accompanied by:

- (a) a duly executed order with a Medallion Signature Guarantee (in a form approved by the Depository) requesting the Depository to cause the Deposited Property being withdrawn to be delivered to the specified address of the Custodian, or (at the request, risk and expense of the Holder and only if permitted by Applicable Legislation from time to time) at the specified office of the Depository or to the person(s) designated in such order or as otherwise agreed;
- (b) the payment of such fees, taxes, duties, charges and expenses as may be required under the Deposit Agreement or this Certificate; and
- (c) such proof, certificates and representations and warranties as to matters of fact, including, without limitation, as to such person's identity and such further documents and information as the Depository may deem reasonably necessary, appropriate or otherwise desirable for the administration or implementation of the Deposit Agreement in accordance with Applicable Legislation.

Upon the production of such documentation and the making of such payments, the Depository will direct the Custodian, to deliver at the specified office of the Depository, or to the order in writing of the person(s) designated in the accompanying order:

- (i) evidence of a transfer in respect of the relevant Deposited Property by the Custodian, and accompanied by such instruments of transfer in blank or to the person or persons specified in the order for withdrawal and such other documents, if any, as are required by law for the transfer thereof and as appropriate, evidence of the cancellation of the relevant Depository Receipts; and

(ii) all other property forming part of the relevant Deposited Property attributable to Depositary Receipts, accompanied, if required by the Articles of Association or Applicable Legislation, by one or more duly executed endorsements or instruments of transfer in respect thereof,

PROVIDED THAT THE DEPOSITARY (AT THE REQUEST, RISK AND EXPENSE OF ANY HOLDER SO SURRENDERING A DEPOSITARY RECEIPT) MAY DELIVER OR CAUSE THE CUSTODIAN TO DELIVER THE ITEMS REFERRED TO IN (i) AND (ii) ABOVE AT SUCH OTHER PLACE OR TO SUCH OTHER PERSON AS MAY BE DESIGNATED BY THE SURRENDERING HOLDER IN THE RELEVANT ORDER.

In respect of such transfer of Deposited Property:

(a) the Depositary shall be entitled to deliver to the Transferee, in lieu of the relevant Deposited Securities to which the Transferee is entitled, any securities into which such Deposited Securities have been converted, sub-divided or consolidated, any securities which are substituted by the Company for such Deposited Securities or any proceeds and/or securities received or issued in lieu of such Deposited Securities as a result of any corporate event or transaction of or affecting the Company; and

(b) without prejudice to the generality of the immediately preceding paragraph, where the Depositary has at the direction of the Holder tendered, exchanged or otherwise conveyed Deposited Securities to a third party pursuant to a tender offer, exchange offer or other transaction, the Depositary shall deliver to the Transferee in question the proceeds and/or securities received in respect of the tendered, exchanged or otherwise conveyed Deposited Securities underlying the Depositary Receipts being withdrawn, in lieu of such Deposited Securities;

in each case as soon as practicable following receipt if the same have not been received by the effective date of the Transfer.

Notwithstanding any other provisions of Section 9 of the Deposit Agreement, the Depositary shall not be required to make arrangements for the transfer of Company Securities during any period when the Share Register for the B1 Shares or the Depositary Receipt Register is closed.

Deposited Property shall be delivered by the Depositary to any person only under the circumstances expressly contemplated in the Deposit Agreement, and the Depositary shall not be liable to a Holder or a Transferee if, under the terms thereof, any Deposited Property is not or cannot be delivered to or to the order of a Transferee.

The Holders shall be liable for any reasonable and documented costs (which shall include, but shall not be limited to, any applicable notary fees) incurred in carrying out a transfer of Depositary Receipts and each Holder agrees to indemnify the Depositary for any such costs incurred and the Depositary shall not be obliged to effect any transfer unless it has been provided cleared funds for such costs to its reasonable satisfaction.

The Depository shall only be obliged to deliver Company Securities or other Deposited Property to the extent Company Securities or such other Deposited Property are then held by the Custodian or the Depository or by their respective agents under the Deposit Agreement.

Notwithstanding the withdrawal of Deposited Securities under Section 9 of the Deposit Agreement, income distributions attributable thereto shall be governed by Section 8 of the Deposit Agreement.

Any person requesting cancellation of Depository Receipts may be required by the Depository to furnish it with a legal opinion by U.S. legal counsel reasonably acceptable to Computershare to the effect that such Depository Receipts and the Company Securities represented thereby may be offered and sold without registration under the Securities Act pursuant to an applicable exemption from the registration requirements thereof, and dealing with such other reasonable issues as may be requested by Computershare.

Under certain circumstances as set forth in the Deposit Agreement, a Holder shall be deemed, at the election of the Depository, to have requested the cancellation of the Holder's Depository Receipts(s) and the withdrawal of the Deposited Securities represented by such Depository Receipts(s).

To the extent the Deposited Securities customarily trade in book-entry form, electronic delivery of the Deposited Securities represented by such Depository Receipts shall be made to the Holder in accordance with the Deposit Agreement. To the extent such Deposited Securities customarily trade in certificated form, delivery of Deposited Securities represented by such Depository Receipts may be made to the Holder or upon such Holder's order by the delivery of certificates at the office of the Depository or its Agent as designated by the surrendering Holder in accordance with the Deposit Agreement.

Depository Receipt Register

The Depository shall maintain at an office which may, but need not, be the Depository's registered office: (a) a separate register in respect of the Depository Receipts (the "**Depository Receipt Register**") for the registration, registration of transfer, combination and split up of Depository Receipts, which at reasonable times shall be open for inspection by Holders for the purpose of communicating with Holders in the interest of the business of the Company or a matter relating to the Deposit Agreement; and (b) facilities for the delivery and receipt of Depository Receipts. The Depository may close the Depository Receipt Register at any time or from time to time when deemed expedient by it.

Title to Depository Receipts and validity

Title to the Depository Receipts shall be evidenced by entry in the Depository Receipt Register. This Certificate evidences the Holder's entitlement to the Depository Receipts. Title to these Depository Receipts may be transferred by the Holder providing the Depository with a duly executed stock transfer form setting out the person to whom a specified number of the Depository Receipts will be transferred and the Certificates therefor and such other requirements as set forth in the Deposit Agreement. The Depository, notwithstanding any notice to the contrary, may treat the person in whose name a Depository Receipt is registered on the Depository Receipt Register as the absolute owner thereof for all purposes and neither the Depository nor the Company will have any obligation or be subject to any liability under the Deposit Agreement to any holder of a Depository Receipt, unless such holder is the Holder thereof.

Charges, obligations, representations and warranties

The Depository shall be entitled to charge Holders in respect of the provision of its services under the Deposit Agreement the fees and expenses notified from time to time and not payable by the Company under the Deposit Agreement.

By holding a Depository Receipt or an interest therein, Holders are confirming that they have read, and are in agreement with, the provisions, terms and obligations set forth in the Deposit Agreement and that the Deposit Agreement shall govern the rights of the Holder in respect of the Depository Receipts and the Deposited Property and the obligations and liability of and to the Depository, including, without limitation, the indemnification obligations of Holders, the limitations on Holder rights against the Depository, the possibility that the Holder will be deemed to have taken certain actions or provided certain instructions under the Deposit Agreement, the representations and warranties given and to be given by Holders and the fees, charges, taxes, duties and expenses payable by a Holder. Each person depositing Company Securities and to whom Depository Receipts are to be issued or transferred pursuant to the Deposit Agreement and each Holder shall be bound as a holder by the provisions of the Deposit Agreement and shall be required to give such warranties and certifications to the Depository as the Depository may reasonably require. Each person depositing Company Securities and to whom Depository Receipts are to be issued pursuant to the Deposit Agreement and each Holder shall be deemed to represent and warrant that Company Securities which are transferred or issued to the Custodian with respect to which Depository Receipts are to be issued or are so issued are duly authorized, validly issued and outstanding, fully paid up, non-assessable and legally obtained by the person depositing such Company Securities and the person to whom Depository Receipts are to be issued, all pre-emptive and comparable rights, if any, with respect to such Company Securities have been validly waived or exercised, such person is duly authorized to deposit such Company Securities under the Deposit Agreement and has effected a legal, valid and binding disposition of such Company Securities to the Depository or the Custodian, such Company Securities are being transferred or, as the case may be, issued free and clear of all liens, charges, encumbrances, security interests, adverse claims or other third party interests, that such transfers or, as the case may be, such issues of Company Securities to the Custodian are not in contravention of the Articles of Association of the Company or of any contractual obligation binding on such person or the person making the transfer or of any Applicable Legislation or order binding on or affecting such person or the person making the transfer, and to the extent such person is an "affiliate" of the Company as such term is defined in Rule 144 under the Securities Act, that at the time of any transfer, sale or other disposition of such Company Securities or the Depository Receipts representing such Company Securities (i) the Company Securities will be duly registered pursuant to an effective registration statement under the Securities Act or (ii) all of the provisions of Rule 144 under the Securities Act which enable the Company Securities to be freely sold (in the form of Depository Receipts) will be fully complied with and, in either case, all of the Depository Receipts representing such Company Securities will not be "restricted securities" as defined in Rule 144 upon the sale thereof. The Depository shall be entitled to refuse to accept Company Securities for deposit under the Deposit Agreement (i) whenever it is notified in writing by the Company that the Company has restricted the transfer thereof to comply with ownership restrictions under Applicable Legislation; (ii) if it reasonably believes that any relevant transfer is invalid or ineffective to pass title in Company Securities under any Applicable Legislation; (iii) if the Depository is notified by or on behalf of the Company that such deposit or the issue of Depository Receipts pursuant to the Deposit Agreement would or is reasonably likely to result in the contravention of any Applicable Legislation; or (iv) such deposit fails to comply with any applicable requirements of the Deposit Agreement or with such requirements as the Depository may establish consistent with the Deposit Agreement.

Limitations on the Depository's Liability and Obligations

Holders acknowledge that the Depository shall not incur any liability to any Holder or to any other person for any Losses suffered or incurred by such Holder or other person arising out of or in connection with the performance or non-performance of the Depository's obligations or duties arising under any provisions of the Deposit Agreement, or otherwise, except to the extent that such Losses directly result from the Depository's fraud, gross negligence or wilful misconduct, in which case the combined maximum liability of the Depository to all Holders and the Client shall not exceed the amounts paid under the Deposit Agreement by Client to Computershare as fees and charges, but not including reimbursable expenses, during the twelve months immediately preceding the event, act or omission for which recovery from Computershare is being sought. Except to the extent expressly provided in the preceding sentence, by holding a Depository Receipt the Holders (i) release the Depository from any and all liability in connection with or arising out of the Deposit Agreement or the transactions contemplated thereby and (ii) agree that they will not under any circumstance make any claim, bring any action or commence any legal proceedings against the Depository under, or in connection with, the Deposit Agreement. The Depository shall not incur any liability as a result of any act or omission to act on the part of any Custodian unless the Custodian has committed fraud or wilful misconduct in the provision of custodian services to the Depository.

Subject to the provisions of the Deposit Agreement, the Depository and its agents shall not incur any liability to any Holder, the Company, or to any other person if, by reason of:

- (a) any provision of any present or future law, rule, regulation, fiat, order or decree of the United States, the United Kingdom or any other country or jurisdiction or of any governmental or regulatory authority or any securities exchange or market or automated quotation system, or by reason of the interpretation thereof;
- (b) the Articles of Association of the Company or the provisions of or governing the Company Securities;

- (c) any act or omission of the Company in contravention of the Deposit Agreement;
- (d) any computer failure or breakdown outside the direct and immediate control of the Depositary; or
- (e) any act of God, war, terrorism, nationalization, expropriation, currency restrictions, work stoppage, strike, lockout, riot, civil unrest, revolutions, rebellions, explosions, epidemics, pandemics, governmental regulations, communication line failures, power failure, earthquake or other disaster or any circumstance beyond the direct and immediate control of the Depositary,

the performance by the Depositary or any other person of any act or thing which is required or permitted or contemplated to be done or performed by or pursuant to the Deposit Agreement shall be prevented or delayed, or would cause any of them to be subject to any civil or criminal penalty, or would be required to be effected in some manner or to an extent which is different in any respect from that provided for or contemplated by the Deposit Agreement.

If and to the extent that by virtue of laws of any jurisdiction outside England and Wales, or the application or operation of those laws in any particular event or circumstance, or by virtue of the provisions of the Articles of Association of the Company or the application or operation of those provisions in any particular event or circumstance, the Depositary or the Custodian does not acquire unconditional and absolute title or right to any Deposited Property, or acquires a title or right to any Deposited Property which is in any manner encumbered or defective or liable to be displaced or avoided, or where as a result of an event or circumstance beyond the Depositary's reasonable control the Deposited Property is reduced or depleted or the Depositary does not hold sufficient Company Securities to cover Depositary Receipts in issue, neither the Depositary nor the Custodian shall be in any way liable to the Company or to any Holder or any other person by reason thereof; but in any such case the Depositary shall be entitled to take or cause to be taken such action as shall in its opinion be reasonable or appropriate, including without limitation the cancellation without compensation of Depositary Receipts of any Holder(s) determined by the Depositary whether or not such Holder(s) are in any way responsible for the relevant event or circumstance, provided that the Depositary shall use reasonable efforts to promptly notify such Holder(s) following any such cancellation; and each Holder agrees that, by acquiring and holding Depositary Receipts representing Company Securities by means of the arrangements contemplated by the Deposit Agreement, such Holder accepts the risk that by virtue of such laws or terms and conditions, or the application or operation thereof or any such event or circumstance the interest in any relevant Deposited Property may not be entire, complete and unimpeachable.

If the Depositary becomes entitled to take or cause to be taken action in accordance with the immediately preceding paragraph, it will in its sole discretion consider whether it may directly or indirectly transfer or make available to any Holder adversely affected, in whole or in part, the benefit of any rights, claims or other assets which may be available to the Depositary and which pertain to the matter(s) giving rise to the relevant event or circumstance.

The Depositary may rely on, and shall not be liable for any Loss suffered by any Holder or any other person by reason of its having accepted (or the Custodian or the Company or its agents having accepted) as valid and having relied upon any written notice, instruction request, direction, transfer, certificate for Company Securities (or other securities), electronic communication or any other document or any translation thereof or communication reasonably believed by it in good faith to be genuine notwithstanding that the same shall have been forged or shall not be genuine or accurate or shall not have been duly authorized or delivered.

The Depositary may act, or take no action, on the advice or opinion of, or in reliance upon, any advice, opinion, certificate or information obtained from, the Company or any reputable lawyer, valuer, accountant, banker, broker, information provider, settlement system operator, registrar or other expert whether obtained by the Company, the Depositary or otherwise, or any person presenting Company Securities for deposit, any Holder, or any other person, believed by the Depositary in good faith to be competent to give such advice, opinion, certificate or information, and shall not except where any such person is a member of the same group of companies as the Depositary be responsible or liable to any Holder or any other person for any Losses occasioned by so acting or refraining from acting or relying on information from persons depositing Company Securities or otherwise entitled to the issue of Depositary Receipts. Any such advice, opinion, certificate or information may be sent or obtained by letter, telex, facsimile transmission, e-mail, or other electronic communication and the Depositary shall not be liable for acting on any such advice, opinion, certificate or information notwithstanding that the same shall have been forged or shall not be genuine or accurate.

The Depositary may call for and shall be permitted to accept as sufficient evidence of any fact or matter or the expediency of any transaction or thing a certificate, letter or other written communication, purporting to be signed on behalf of the Company by a director of the Company or by a person duly authorized in writing by a director of the Company or such other certificate from any such person as is specified in the immediately preceding paragraph which the Depositary reasonably considers appropriate and the Depositary shall not be bound in any such case to call for further evidence or be responsible to any Holder or any other person for any Loss or Liability that may be occasioned by the Depositary acting on such certificate, except to the extent that the Depositary commits willful misconduct in carrying out such actions.

The Depositary shall not be required or obliged to monitor, supervise or enforce the observance and performance by the Company of any of its obligations, including, without limitation, those arising under or in connection with Applicable Legislation, or any contract or instrument to which the Company is a party or by which it or any of its assets is bound. The Depositary makes no representation or recommendation to any person regarding the financial condition of the Company or the advisability of acquiring Depositary Receipts or Company Securities or other property or as to the type or character or suitability thereof and takes no responsibility for the operations of the Company or the effect thereof on the value of the relevant Company Securities or Depositary Receipts or any rights derived therefrom.

The Depositary and the Custodian may engage or be interested in any financial or other business transactions with the Company or any other member of any group of which the Company is a member or in relation to the Deposited Property (including, without prejudice to the generality of the foregoing, the conversion of any part of the Deposited Property from one currency to another), may at any time acquire, hold, be interested in or deal with Company Securities and/or Depositary Receipts for their own account or for the account of any other person and shall be entitled to charge and be paid all usual fees, commissions and other charges for business transacted and acts done by them otherwise than in the capacity of Depositary or Custodian (as the case may be) in relation to matters arising under the Deposit Agreement (including, without prejudice to the generality of the foregoing, charges on the conversion of any part of the Deposited Property from one currency to another and on any sales of property) without accounting to the Holders or any other person for any profit arising therefrom.

The Depositary shall use commercially reasonable efforts to effect any sale of securities or other property or transferable right and any conversion of currency as is referred to or contemplated by the Deposit Agreement in accordance with its normal practices and procedures and subject to the terms of the Deposit Agreement but shall have no liability with respect to the financial or other terms of such sale or conversion, the timing thereof, or any delay in action or omission to act, or for any error or delay in action, omission to act, default or negligence on the part of the party retained in connection with any such sale or conversion, or if the effecting of such sale or conversion shall not be reasonably practicable.

The Depositary shall have no responsibility whatsoever to any Holder or any other person as regards any deficiency which might arise because the Depositary is subject to or accountable for any tax in respect of any or any part of the Deposited Property or any income, distribution or capital or other payment arising therefrom or any proceeds of sale thereof.

Without prejudice to any other powers which the Depositary may have under the Deposit Agreement, the Depositary shall, after providing the Company (subject to reimbursement of the Depositary's reasonable expenses by the Company) with copies of all proposed agreements or undertakings and consulting with the Company, in each case to the extent practicable and not prohibited by Applicable Legislation, be entitled to enter into any agreement with or give any undertakings required by law to any relevant taxation authority concerning the taxation status of the transactions effected pursuant to the Deposit Agreement and to do all such things as may be reasonably required under the terms of any such agreement or undertakings. After entering into any such agreement or undertaking, the Depositary will, to the extent it is not prohibited from doing so under Applicable Legislation or the terms of such agreement or undertaking, provide a copy thereof to the Company at its reasonable request in connection with any claim for indemnification brought against the Company under the Deposit Agreement. At the Depositary's request the Company shall enter into confidentiality agreements on terms agreeable to the Depositary, acting reasonably, covering all information and documents provided to the Company in regard to such agreements and undertakings and/or proposed agreements and undertakings.

No provision of the Deposit Agreement shall require the Depositary to expend or risk its own funds or otherwise incur any financial liability in the performance of any of its duties or in the exercise of any of its rights or powers thereunder, except to the extent a liability arises directly from the Depositary's fraud, gross negligence or willful misconduct. If, notwithstanding this provision, the Depositary reasonably does so, it shall be entitled to make such deductions from the Deposited Property or any income, distribution or capital arising therefrom or to sell all or any of the Deposited Property and make such deductions from the proceeds of sale thereof as may be required to account for any loss, expenditure or liability suffered by the Depositary in respect thereof.

All communications, notices, certificates, documents of title and remittances to be delivered by or sent to or from Holders or their agents will be delivered to or sent to or from them at their own risk.

The Depositary shall not be liable to a Holder for delays or failure to perform any of its obligations under the Deposit Agreement resulting from acts beyond the Depositary's reasonable control.

The Depositary and its agents shall incur no liability (a) by reason of any exercise or failure to exercise any discretion given it in the Deposit Agreement; (b) for the acts or omissions made by, or the insolvency of, any securities depository, clearing agency or settlement system; (c) in connection with or arising from, the insolvency of any Custodian that is not an affiliate of the Depositary; or (d) for the price received in connection with any sale of securities, the timing thereof, or any delay in action or omission to act, or for any error or delay in action, omission to act, default or negligence on the part of the party retained in connection with any such sale or proposed sale. The Depositary shall be under no obligation to inform Holders or any other holders of an interest in any Depositary Receipts about the requirements of Applicable Legislation or any changes therein or thereto. The Depositary and its agents will not be responsible for any failure to carry out any instructions to vote any of the Deposited Securities, for the manner in which any such vote is cast or for the effect of any such vote. The Depositary may rely upon instructions from the Company or its counsel in respect of any approval or license required for any currency conversion, transfer or distribution. Notwithstanding anything to the contrary set forth in the Deposit Agreement, the Depositary and its agents may fully respond to any and all demands or requests for information maintained by or on its behalf in connection with the Deposit Agreement, any Holder or Holders, any Depositary Receipt or Depositary Receipts or otherwise related hereto or thereto to the extent such information is requested or required by or pursuant to any lawful authority, including without limitation Applicable Legislation, administrative or judicial process, banking, securities or other regulators. The Depositary shall not incur any liability for any tax consequences that may be incurred by Holders on account of their ownership of the Depositary Receipts. The Depositary shall not incur any liability for the content of any information submitted to it by or on behalf of the Company for distribution to the Holders or for any inaccuracy of any translation thereof, for the content of any information from the Company and (to the extent the Company has appointed one) the Share Registrar relating to cash distributions, corporate actions, forthcoming meetings of the holders of those securities and other matters having a bearing on the rights of persons holding Depositary Receipts representing Company Securities, or for the time at which such information is available or the timing of the delivery of such information to the Depositary, the Custodian or its nominee. The Depositary shall not incur any liability for any investment risk associated with acquiring an interest in the Deposited Securities, for the validity or worth of the Deposited Securities, for the credit-worthiness of any third party, for allowing any rights to lapse upon the terms of the Deposit Agreement, or for the failure or timeliness of any notice from the Company. The Depositary shall not be liable for any acts or omissions made by a successor depository whether in connection with a previous act or omission of the Depositary or in connection with any matter arising wholly after the removal or resignation of the Depositary.

Notwithstanding any other provision of the Deposit Agreement or the Depositary Receipts to the contrary, neither the Depositary, the Custodian, nor any of their respective agents shall be liable to the Company, Holders or beneficial owners of interests in Depositary Receipts for any incidental, indirect, special, punitive or consequential damages (including, without limitation, legal fees and expenses) of any nature whatsoever, including but not limited to lost profits, in each case of any form incurred by any person or entity, whether or not foreseeable and regardless of the type of action in which such a claim may be brought, even if apprised of the possibility of such damages.

The Depositary may consult with foreign counsel, at the Company's expense (only to the extent the prior written consent of the Company is obtained, which consent shall not be unreasonably withheld, delayed or conditioned), to resolve any foreign law issues that may arise as a result of the Company or any other party being subject to the laws or regulations of any foreign jurisdiction, provided that if the Company does not grant such approval, the Depositary will not be liable to the Company, the Holders or any other person by reason of the applicability or effect of any such foreign laws or regulations to any party.

The Depositary, Custodian or any affiliated companies or associates of each may act as agent for, provide banking, depository, custodian and other services to, and generally engage in any kind of business with, others (including without limitation issuers of securities, money market instruments or other property purchased for and on behalf of the Depositary) to the same extent as if the Depositary and/or Custodian were not a party to these arrangements. Nothing in the Deposit Agreement shall be deemed to restrict the right of the Depositary, the Custodian or the affiliated companies or associates of each to perform such services for any other person or entity; the performance of such services for others and the receipt of any fees, or other compensation in relation to such service, business or activity will not be deemed to violate the terms of the Deposit Agreement or give rise to any duty or obligation not specifically undertaken by the Depositary or Custodian under the Deposit Agreement.

The Depositary shall not be under any duty to bring legal proceedings against the Company on behalf of a Holder, and shall have no obligation to appear in, prosecute or defend any other action, suit or other proceeding in respect of any Deposited Securities or the Depositary Receipts; and if the Depositary agrees to so act, it shall do so only if fully indemnified by the Holder or the Company.

Depository's Right to Refrain from Acting

The Depository shall not be required to carry out any act under the Deposit Agreement, including without limitation the acceptance of Company Securities for Deposit thereunder, which the Depository considers falls into one or more of the following:

- (a) in the judgment of its legal counsel (whether internal or external), will, or would reasonably be expected to, be contrary to or breach (i) any Applicable Legislation or (ii) any requirement of any government or governmental authority, body or agency or any regulatory authority, or (iii) any provision of the Deposit Agreement; or
- (b) would reasonably be expected to cause it to suffer or incur any financial liability or any financial obligation of any kind or cause it to be liable to any person (including any liability for Taxes), except for (i) any financial liability or financial obligation (other than a liability or obligation relating to stamp duty or stamp duty reserve tax) in respect of which the Company provides written confirmation that the Depository is fully indemnified under the Deposit Agreement, and for which the Company provides a bond or advances the requisite amounts should the Depository so request, and (ii) any liability for stamp duty or stamp duty reserve tax in respect of which (a) the Depository has received evidence reasonably satisfactory to the Depository of payment of such stamp duty and/or stamp duty reserve tax in full by the Client or (b) the Company has provided cleared funds to the Depository in the full amount of such stamp duty and/or stamp duty reserve tax, and the Depository has paid the applicable tax to HMRC and has, to the extent it is reasonably available, received confirmation that such payment has been received; provided that in either such case under this clause (ii) the Depository shall have the right, prior to carrying out the relevant act under the Deposit Agreement, to receive a written opinion from the Company's UK tax advisers confirming the calculation of the amount of stamp duty and/or stamp duty reserve tax payable in connection with such act; or
- (c) in the reasonable judgment of its legal counsel (whether internal or external), will or will likely require it to have or obtain a legal status, or to obtain any license, permit, authorization, consent, approval or other permission, in any case which it does not have at the date of the Deposit Agreement; or
- (d) in the reasonable judgement of its legal counsel (whether internal or external), will or will likely require it to comply with any other Applicable Legislation, compliance with which the Depository considers, acting reasonably, is unduly onerous for it; or
- (e) which would have a material adverse impact on the Depository including a material adverse impact on its business.

In any such case the Depository may take such actions, or refrain from taking such actions, as it reasonably believes may be necessary to avoid any of the consequences under clauses (a) through (e) above, as applicable.

Indemnification

Under the Deposit Agreement, the Holders agree that, without limiting the rights of the Depository and the Custodian, and each of their respective agents, directors, officers, employees and affiliates to indemnification from the Client, each Holder shall be required to accept liability for and shall be bound to indemnify the Depository and the Custodian and their respective agents, directors, officers, employees and affiliates and hold each of them harmless from and against, and shall reimburse each of them for, any and all Losses (other than tax on their fees), arising from or incurred in connection with (a) any act performed in accordance with or for the purposes of or otherwise related to, the Deposit Agreement insofar as they relate to Deposited Property held for the account of, or Depository Receipts held by, that Holder, including, without limitation, payment of applicable stamp duty reserve tax (or stamp duty) in accordance with the Deposit Agreement, and (b) any breach by that Holder of any of the representations or warranties made or deemed to be made by it in connection with its deposit of Company Securities under the Deposit Agreement, except for Losses determined by a court of competent jurisdiction to be directly caused by or resulting from (i) any fraud, willful misconduct or gross negligence of the Depository or (ii) the Custodian's fraud, willful misconduct or gross negligence in the provision of custodial services to the Depository.

The Holders further agree that

- (a) The Depository shall be entitled to make such deductions from the Deposited Property or any income, distribution or capital arising therefrom or to sell all or any of the Deposited Property and make such deductions from the proceeds of sale thereof as may be required to discharge the indemnification obligations of the Holders under Section 14 of the Deposit Agreement;
- (b) The obligations of each Holder under Section 14 of the Deposit Agreement shall survive any termination of the Deposit Agreement in whole or in part and any resignation or replacement of the Depository and any Custodian;
- (c) Should any amount paid or payable under the Deposit Agreement by a Holder be itself subject to tax in the hands of the recipient (other than on fees payable to the recipient) or be required by law to be paid under any deduction or withholding, the relevant Holder(s) will be required to pay such sums as will after any such tax, deduction or withholding leave the recipient with the same amount as it would have received if no such tax had been payable and no deduction or withholding had been made and such payments and adjustments shall be made as may be necessary to give effect to this paragraph; and
- (d) If a payment is made by a Holder to an Indemnified Party (i) in respect of stamp duty and/or stamp duty reserve tax, (ii) pursuant to Section 11.2 of the Deposit Agreement, or (iii) pursuant to Section 14.1 of the Deposit Agreement in respect of any Taxes of the type described in clauses (i) or (ii) of this paragraph, and in any such case the Indemnified Party subsequently obtains a total or partial refund of the relevant Taxes from a Tax Authority, the Indemnified Party shall, as soon as reasonably practicable, give notice of this fact to the Holder and reimburse to the Holder the amount of the refund actually received by the Indemnified Party from the Tax Authority, after deduction of all fees, costs and expenses incurred by the Indemnified Party in connection with obtaining such refund; provided, however, that nothing in this paragraph shall cause any Indemnified Party to be subject to any obligation whatsoever to apply for or otherwise seek or obtain a refund of any Taxes; provided, further, that if the Depository agrees to apply for or otherwise seek such a refund following a request by the Holder, it shall first be entitled to indemnification to its reasonable satisfaction by the Holder for any reasonable costs, liabilities and expenses.

Taxes

If any fees, costs, taxes, duties or charges shall become payable by or on behalf of the Custodian or the Depository with respect to any Depository Receipts or any part of the Deposited Property, including without limitation the issuance, holding, or transfer thereof, or any income, distribution or capital or other payment arising from any of the foregoing or any proceeds of the sale thereof, without prejudice of the terms of the Deposit Agreement such fees, taxes, duties or charges shall be paid by the Holder thereof to the Depository. The Depository may refuse to effect any registration of Depository Receipts or any withdrawal of the underlying Deposited Securities until such payment is made. The Depository may also deduct from any income, distributions or capital or other payment on or in respect of, or arising from, Deposited Securities, or may sell by public or private sale for the account of the Holder thereof all or any part of such Deposited Property, provided that such Holder has failed to pay such amounts within three (3) days after the Depository provides reasonable notice to the Holder of its intent to make such deduction or sale, and the Depository may apply such deduction or the proceeds of any such sale in payment of such tax or other governmental charge. The Holder shall remain liable for any deficiency. Upon any such sale, the Depository shall, if appropriate, reduce the number of Depository Receipts evidenced by any Certificate held by such Holder to reflect any such sale and shall distribute the net proceeds of any such sale or the balance of any such property after deduction of such tax or other governmental charge to the Holder. If any governmental, regulatory or court consent needs to be obtained prior to the delivery of the Deposited Property or the net proceeds thereof to the Holder, the Depository need not obtain any such consent and shall make such arrangements with respect to the Deposited Property or the net proceeds thereof as it shall see fit.

In addition to any rights and remedies to which the Depository is entitled under the Deposit Agreement, to the extent that the Depository (or its nominee) is accountable for and/or primarily liable and is required to pay for stamp duty reserve tax (or stamp duty) pursuant to the Finance Act (or otherwise under other UK enactments or regulations), in respect of any chargeable securities transferred or issued to, or appropriated by, the Depository pursuant to the Deposit Agreement, each Holder agrees that where such Holder is to issue, transfer or ensure the transfer to the Depository of Company Securities in relation to which the Depository will issue Depository Receipts, the Holder shall, before such issue, transfer or appropriation, pay to the Depository in cleared funds, or to HMRC on behalf of the Depository, an amount equal to the stamp duty reserve tax (or stamp duty) for which the Depository is liable in respect of such transfer, issue or appropriation, if any.

EXECUTED and DELIVERED)
by **Computershare Trust Company, N.A.**)
acting by [insert title])

Signature of [insert title]