

DATED 21 September 2018

- (1) **ANDREWS SYKES GROUP PLC**
- (2) **E.O.I. SYKES S.A.R.L.**

RELATIONSHIP AGREEMENT
(in respect of Andrews Sykes Group PLC)



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THIS AGREEMENT is made on the

day of

2018

PARTIES

- (1) **ANDREWS SYKES GROUP PLC**, incorporated in England and Wales with registered no. 00175912 whose registered office is at St David's Court, Union Street, Wolverhampton, West Midlands, England, WV1 3JE (the "**Company**"); and
- (2) **E.O.I. SYKES S.A.R.L.**, incorporated in Switzerland with RC Luxembourg business no. 80.583 whose registered office is at 12F, Rue Guillaume Kroll, L1882 Luxembourg ("**EOI Sykes**").

BACKGROUND

- (A) The principal activity of the Company and its subsidiaries at the date of this Agreement is the hire, sale and installation of a range of equipment, including pumping, portable heating, air conditioning, drying and ventilation equipment.
- (B) EOI Sykes is a 'société de participations financières'.
- (C) All of the issued share capital of the Company was admitted to trading on AIM on 24 December 2001.
- (D) At the date of this Agreement, EOI Sykes is the beneficial owner, and registered holder, of 36,377,213 ordinary shares of 1 pence each in the Company, representing 86.25% of its issued ordinary share capital.
- (E) The parties have agreed to enter into this Agreement to regulate the relationship between them.

IT IS HEREBY AGREED

1. INTERPRETATION

- 1.1 The definitions and rules of interpretation in this clause 1 apply in this Agreement.

"Act" the Companies Act 2006;

"AIM" 'AIM', the market of that name operated by the London Stock Exchange;

"AIM Rules" the 'AIM Rules for Companies' as published by the London Stock Exchange from time to time;

"Articles" the articles of association of the Company as amended from time to time (the latest version of which at the date of this Agreement is the articles of association adopted on 8 June 2010);

"associate" has the meaning attributed to that expression in Appendix 1.1 to the Listing Rules, a copy of which expression at the date of this Agreement is set out in the Schedule to this Agreement;

"Business Day" a day (other than a Saturday, Sunday or public holiday in the United Kingdom) on which dealings in domestic securities may take place on, and with the authority of, the Exchange;

"Conditions" has the meaning given in clause 3.1;

"controlling shareholder" has the meaning attributed to that expression in Appendix 1.1 to the Listing Rules, a copy of which expression at the date of this Agreement is set out in the Schedule to this Agreement;



"Director"	a director of the Company from time to time;
"EOI Sykes Group"	EOI Sykes and its associates (other than members of the Group);
"FSMA"	the Financial Services and Markets Act 2000, as amended;
"Group"	the Company and/or its subsidiaries and subsidiary undertakings from time to time (and "Group Company" and "member of the Group" shall be construed accordingly);
"Listing Rules"	the listing rules made by the UK Listing Authority under section 73A of FSMA as amended from time to time (and notwithstanding that the Company is not at the date of this Agreement subject to such listing rules);
"London Stock Exchange"	London Stock Exchange plc;
"Nominated Adviser"	the 'nominated adviser' required to be appointed by the Company in accordance with Rule 1 of the AIM Rules, from time to time (and which at the date of this Agreement is GCA Altium Limited of Mansfield House, 1 Southampton Street, London WC2R 0LR);
"parent company"	for the purposes of the definition of "associate" , has the meaning given to such expression in section 1162 of the Act;
"Shares"	the ordinary shares of 1 pence each in the capital of the Company from time to time;
"subsidiary" and "subsidiary undertakings"	for the purposes of the definition of "associate" and "Group" , have the meanings given to such expressions in sections 1159 and 1162 of the Act.

1.2 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.

1.3 A reference to a statute, statutory provision, code, regulation or rule is a reference to it as amended, extended, consolidated, replaced or re-enacted from time to time.

1.4 A reference to a legislative or regulatory provision, rule or code shall include all subordinate legislation, regulations, rules and codes made from time to time under that provision, rule or code.

2. UNDERTAKINGS OF EOI SYKES

2.1 EOI Sykes undertakes to the Company that it will exercise all of its powers and will procure (so far as it is able to do so) that each of its associates will exercise all their respective powers with a view to ensuring that:-

2.1.1 all transactions and relationships between any member of the EOI Sykes Group on the one hand and any member of the Group on the other hand are at arm's length and on a normal commercial basis;

2.1.2 where any actual or potential conflicts of interest will arise between the interests of the Company and those of any member of the EOI Sykes Group as a result of any action of that member, arrangements are put in place satisfactory to the Nominated Adviser to avoid detriment to the general body of shareholders of the Company as a result of such conflicts before such action is taken;

- 2.1.3 the Company is at all times capable of carrying on its business independently of the EOI Sykes Group;
- 2.1.4 each Director of the Company who is a director or employee of or consulting to any member of the EOI Sykes Group complies with the requirements of article 4 of the Articles as if the EOI Sykes Group's interest in a transaction was his interest notwithstanding any amendment or disapplication of article 4;
- 2.1.5 the requirements of Rule 13 (*Related party transactions*) of the AIM Rules are complied with in relation to any transaction, contract or agreement which any member of the EOI Sykes Group is a party to or otherwise interested in.

3. DURATION

- 3.1 This Agreement shall continue in full force and effect for so long as:-

- 3.1.1 the Shares are admitted to trading on AIM (including, for the purposes of this clause 3.1.1, any period of suspension of trading); and
- 3.1.2 EOI Sykes or any of its associates continues to be a controlling shareholder of the Company;

(together, the "**Conditions**").

- 3.2 If any of the Conditions ceases to be satisfied, this Agreement shall automatically terminate with immediate effect.
- 3.3 Termination of this Agreement shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of the Agreement which existed at or before the date of termination.
- 3.4 On termination of this Agreement, clause 1 and clause 4 to clause 14 (inclusive) shall continue in force.

4. ASSIGNMENT

This Agreement is personal to the parties and no party shall assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any of its rights and obligations under this Agreement.

5. ENTIRE AGREEMENT

This Agreement and the Articles constitute the entire agreement between the parties and supersede and extinguish all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to their subject matter (including, for the avoidance of doubt, the relationship agreement dated 8 May 1998 entered into between the Company (1) and EFP Investments B.V. ("**EFP**"), the undertakings of EFP contained in which were assigned to EOI Sykes by a Board resolution of EOI Sykes passed on 25 April 2001).

6. COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all the counterparts shall together constitute the one Agreement.

7. VARIATION AND WAIVER

- 7.1 No variation of this Agreement shall be effective unless it is made by deed and signed and delivered by the parties (or their authorised representatives).

7.2 A waiver of any right or remedy under this Agreement or by law is only effective if it is given in writing and shall not be deemed a waiver of any subsequent right or remedy.

7.3 A failure or delay by a party to exercise any right or remedy provided under this Agreement or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy.

7.4 No single or partial exercise of such right or remedy provided under this Agreement or by law shall prevent or restrict any further exercise of that or any other right or remedy.

8. COSTS

Except as expressly provided in this Agreement, each party shall pay its own costs incurred in connection with the negotiation, preparation and execution of this Agreement.

9. NOTICES AND CONSENTS

9.1 For the purposes of this clause 9, but subject to clause 9.7, notice includes any other communication and consent made or given by or to a party under or in connection with this Agreement.

9.2 A notice given to a party under or in connection with this Agreement:

9.2.1 shall be in writing and in English;

9.2.2 shall be signed by or on behalf of the party giving it;

9.2.3 shall be sent to the relevant party for the attention of the contact and to the address specified in clause 9.3, or such other address as that party may notify to the other parties in accordance with the provisions of this clause 9.4;

9.2.4 shall be:

(a) delivered by hand;

(b) sent by pre-paid first class post or special delivery; or

(c) sent by pre-paid airmail or by reputable international overnight courier (if the notice is to be served by post to an address outside the country from which it is sent); and

9.2.5 unless proved otherwise is deemed received as set out in clause 9.5.

9.3 The addresses for services of notices are:-

9.3.1 the Company:-

(a) Address: St David's Court, Union Street, Wolverhampton WV1 3JE

(b) For the attention of: CFO/Group Finance Director

9.3.2 EOI Sykes:-

(a) Address: 12F, Rue Guillaume Kroll, L1882 Luxembourg

(b) For the attention of: The Administrators (at the date of this Agreement being Mr J-G Murray, Ms S Gury and Ms N Loureiro)

9.4 A party may change its details for service of notices as specified in clause 9.3 by giving notice to the other party. Any change notified under this clause 9.4 shall take effect at 9.00 am on the later of:-

✓


- 9.4.1 the date (if any) specified in the notice as the effective date for the change; or
- 9.4.2 three (3) Business Days after deemed receipt of the notice of change.
- 9.5 This clause 9.5 sets out the delivery methods for sending a notice to a party under this Agreement and, for each delivery method, the date and time when the notice is deemed to have been received (provided that all other requirements of this clause have been satisfied and subject to the provisions in clause 9.6):-
- 9.5.1 if delivered by hand, on signature of a delivery receipt;
- 9.5.2 if sent by pre-paid first class post or other next working day delivery services providing proof of postage or delivery at 9.00 am on the second (2nd) Business Day after posting or at the time recorded by the delivery services;
- 9.5.3 if sent by pre-paid airmail providing proof of postage or delivery, at 9.00 am on the fifth (5th) Business Day after posting or at the time recorded by the delivery service.
- 9.6 If deemed receipt under clause 9.5 would occur outside business hours in the place of receipt, it shall be deferred until business hours resumes. In this clause 9.6, business hours means 9.00 am to 5.00 pm Monday to Friday on a day that is not a public holiday in the place of receipt.
- 9.7 This clause 9 does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution, for which purpose, the following address shall be the address for service:-
- 9.7.1 the Company: its registered office at the relevant time (at the date of this Agreement being St David's Court, Union Street, Wolverhampton, West Midlands, England, WV1 3JE)
- 9.7.2 EOI Sykes: c/o London Security plc, 2 Eaton Gate, London, SW1W 9BJ
- 9.8 A notice given under or in connection with this Agreement is not valid if sent by email.
- 10. THIRD PARTY RIGHTS**
- No one other than a party to this Agreement and their successors, shall have any right to enforce any of its terms.
- 11. INADEQUACY OF DAMAGES**
- Without prejudice to any other rights or remedies that the Company may have, EOI Sykes acknowledges and agrees that damages alone would not be an adequate remedy for any breach of the undertakings contained in clause 2 by EOI Sykes or a member of the EOI Sykes Group. Accordingly, the Company shall be entitled to the remedies of injunction, specific performance or other equitable relief for any threatened or actual breach of the undertakings contained in clause 2 of this Agreement.
- 12. RIGHTS AND REMEDIES**
- Except as expressly provided in this Agreement, the rights and remedies provided under this Agreement are in addition to, and not exclusive of, any rights or remedies provided by law.
- 13. GOVERNING LAW**
- This Agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.

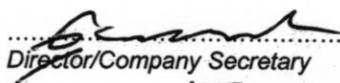
14. JURISDICTION

Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this Agreement or its subject matter or formation.


THIS AGREEMENT has been entered into as a deed on the date stated at the beginning of it.

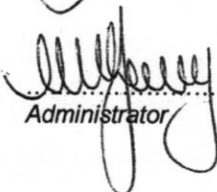
EXECUTED as a deed by
ANDREWS SYKES GROUP PLC
acting by two Directors/a Director and
the Company Secretary:-


..... P Woods
Director


.....
Director/Company Secretary
M S CALDERBANK

EXECUTED as a deed by
E.O.I. SYKES S.A.R.L.
acting by two of its Administrators:-


..... J. N. Pires
Administrator


..... Sophia Guy
Administrator

SCHEDULE

1. Definition of "associate" in the Listing Rules (Appendix 1.1)

associate	(A) in relation to a <i>director, substantial shareholder, or person exercising significant influence</i> , who is an individual:
	(1) that individual's spouse, civil partner or child (together "the individual's family");
	(2) the trustees (acting as such) of any trust of which the individual or any of the individual's family is a beneficiary or discretionary object (other than a trust which is either an <i>occupational pension scheme</i> or an <i>employees' share scheme</i> which does not, in either case, have the effect of conferring benefits on persons all or most of whom are related parties;
	(3) any <i>company</i> in whose <i>equity securities</i> the individual or any member or members (taken together) of the individual's family or the individual and any such member or members (taken together) are directly or indirectly interested (or have a conditional or contingent entitlement to become interested) so that they are (or would on the fulfilment of the condition or the occurrence of the contingency be) able: <p>(a) to exercise or control the exercise of 30% or more of the votes able to be cast at general meetings on all, or substantially all, matters; or</p> <p>(b) to appoint or remove <i>directors</i> holding a majority of voting rights at board meetings on all, or substantially all, matters;</p>
	(4) any partnership whether a limited partnership or <i>limited liability partnership</i> in which the individual or any member or members (taken together) of the individual's family are directly or indirectly interested (or have a conditional or contingent entitlement to become interested) so that they hold or control or would on the fulfilment of the condition or the occurrence of the contingency be able to hold or control: <p>(a) a voting interest greater than 30% in the partnership; or</p> <p>(b) at least 30% of the partnership.</p> <p>For the purpose of paragraph (3), if more than one <i>director</i> of the <i>listed company</i>, its <i>parent undertaking</i> or any of its <i>subsidiary undertakings</i> is interested in the <i>equity securities</i> of another <i>company</i>, then the interests of those <i>directors</i> and their <i>associates</i> will be aggregated when determining whether that <i>company</i> is an associate of the <i>director</i>.</p>
	(B) in relation to a <i>substantial shareholder</i> or <i>person exercising significant influence</i> , which is a <i>company</i> :
	(1) any other <i>company</i> which is its <i>subsidiary undertaking</i> or <i>parent undertaking</i> or fellow <i>subsidiary undertaking</i> of the <i>parent undertaking</i> ;
	(2) any <i>company</i> whose <i>directors</i> are accustomed to act in accordance with the <i>substantial shareholder's</i> or <i>person exercising significant influence's</i> directions or instructions;
	(3) any <i>company</i> in the capital of which the <i>substantial shareholder</i> or <i>person exercising significant influence</i> and any other <i>company</i> under paragraph (1) or (2) taken together, is (or would on the fulfilment of a condition or the occurrence of a contingency be) able to exercise power of the type described in paragraph (3)(a) or (b) above of this definition.

(C) when used in the context of a *controlling shareholder* who is an individual:

- (1) that individual's spouse, civil partner or child (together "the individual's family");
- (2) the trustees (acting as such) of any trust of which the individual or any of the individual's family is a beneficiary or discretionary object (other than a trust which is either an *occupational pension scheme* or an *employees' share scheme* which does not, in either case, have the effect of conferring benefits on persons all or most of whom are *controlling shareholders*);
- (3) any *company* in whose *equity securities* the individual or any member or members (taken together) of the individual's family or the individual and any such member or members (taken together) are directly or indirectly interested (or have a conditional or contingent entitlement to become interested) so that they are (or would on the fulfilment of the condition or the occurrence of the contingency be) able:
 - (a) to exercise or control the exercise of 30% or more of the votes able to be cast at general meetings on all, or substantially all, matters; or
 - (b) to appoint or remove *directors* holding a majority of voting rights at board meetings on all, or substantially all, matters;
- (4) any partnership whether a limited partnership or *limited liability partnership* in which the individual or any member or members (taken together) of the individual's family are directly or indirectly interested (or have a conditional or contingent entitlement to become interested) so that they hold or control or would on the fulfilment of the condition or the occurrence of the contingency be able to hold or control:
 - (a) a voting interest greater than 30% in the partnership; or
 - (b) at least 30% of the partnership.

For the purpose of paragraph (3), if more than one *controlling shareholder* of the *listed company*, its *parent undertaking* or any of its *subsidiary undertakings* is interested in the *equity securities* of another *company*, then the interests of those *controlling shareholders* and their *associates* will be aggregated when determining whether that *company* is an *associate* of the *controlling shareholder*.

(D) when used in the context of a *controlling shareholder* which is a *company*:

- (1) any other *company* which is its *subsidiary undertaking* or *parent undertaking* or fellow *subsidiary undertaking* of the *parent undertaking*;
- (2) any *company* whose *directors* are accustomed to act in accordance with the *controlling shareholder's* directions or instructions;
- (3) any *company* in the capital of which the *controlling shareholder* and any other *company* under paragraph (1) or (2) taken together, is (or would on the fulfilment of a condition or the occurrence of a contingency be) able to exercise power of the type described in paragraph (C)(3)(a) or (b) of this definition.

2. Definition of "controlling shareholder" in the Listing Rules (Appendix 1.1)

<i>controlling shareholder</i>	means any <i>person</i> who exercises or controls on their own or together with any <i>person</i> with whom they are acting in concert, 30% or more of the votes able to be cast on all or substantially all matters at general meetings of the <i>company</i> . For the purposes of calculating voting rights, the following voting rights are to be disregarded:	
	(1)	any voting rights which such a <i>person</i> exercises (or controls the exercise of) independently in its capacity as: bare trustee, investment manager, collective investment undertaking or a <i>long-term insurer</i> in respect of its linked long-term business if no <i>associate</i> of that <i>person</i> interferes by giving direct or indirect instructions, or in any other way, in the exercise of such voting rights (except to the extent any such <i>person</i> confers or collaborates with such an <i>associate</i> which also acts in its capacity as investment manager, collective investment undertaking or <i>long-term insurer</i>); or
	(2)	any voting rights which a <i>person</i> may hold (or control the exercise of) solely in relation to the direct performance, by way of business, of:
	(a)	underwriting the issue or sale of <i>securities</i> ; or
	(b)	placing <i>securities</i> , where the <i>person</i> provides a firm commitment to acquire any <i>securities</i> which it does not place; or
	(c)	acquiring <i>securities</i> from existing shareholders or the <i>issuer</i> pursuant to an agreement to procure third-party purchases of <i>securities</i> ;
	and where the conditions below are satisfied:	
	(i)	the activities set out in (2)(a) to (c) are performed in the ordinary course of business;
	(ii)	the <i>securities</i> to which the voting rights attach are held for a consecutive period of 5 <i>trading days</i> or less, beginning with the first <i>trading day</i> on which the <i>securities</i> are held;
	(iii)	the voting rights are not exercised within the period the <i>securities</i> are held; and
	(iv)	no attempt is made directly or indirectly by the <i>person</i> to intervene in (or attempt to intervene in) or exert (or attempt to exert) influence on the management of the <i>issuer</i> within the period the <i>securities</i> are held.

