IRREVOCABLE UNDERTAKING

To: Atlas UK Bidco Limited (the Offeror)

8 December 2020

Dear Sir/Madam

Acquisition of G4S plc (G4S)

I understand that the Offeror intends to acquire all the issued and to be issued ordinary share capital of G4S pursuant to the Scheme or the Offer (in each case, as defined in paragraph 11 below). This undertaking sets out the terms and conditions on which I will vote in favour of the Scheme and/or accept the Offer (as applicable).

Shareholdings

1. I represent and warrant to the Offeror that:

(a) I am the beneficial owner of 10,000 ordinary shares of 25p each in the capital of G4S (the Beneficial Shares) and that I hold the beneficial interest in such shares free of any encumbrances or third party rights of any kind whatsoever;

(b) other than as set out in this paragraph 1, I do not, and nor do any of the persons connected with me (within section 253 of the Companies Act 2006) have any interest (as defined in the City Code on Takeovers and Mergers (the Code)) in any securities of G4S, or any rights to subscribe for, purchase or otherwise acquire any such securities, or any short positions (within the meaning set out in the Code) in any such securities; and

(c) I have full power and authority to enter into this undertaking and to perform the obligations under it.

Dealings and undertakings

2. I undertake to the Offeror that before this undertaking lapses in accordance with paragraph 13 below, I shall not:

(a) sell, transfer, charge, encumber, grant any option or lien over or otherwise dispose of any interest in any Beneficial Shares or any other shares in G4S issued or unconditionally allotted to, or otherwise acquired by, me before then (Further G4S Shares), other than (i) pursuant to my acceptance of the Offer (if relevant); or (ii) as permitted pursuant to paragraph 5;

(b) accept, in respect of the Beneficial Shares or any Further G4S Shares, any offer or other transaction made in competition with or which might otherwise frustrate the Acquisition (as defined in paragraph 11 of this undertaking);

(c) vote, in respect of the Beneficial Shares or any Further G4S Shares, in favour of any resolution to approve any scheme of arrangement of G4S, or other...
transaction which is proposed in competition with or which might otherwise frustrate the Acquisition;

(d) vote in favour of or otherwise consent to, in respect of the Beneficial Shares or any Further G4S Shares, any matter for the purposes of Rule 21 of the Code;

(e) (other than pursuant to the Acquisition) enter into any agreement or arrangement, incur any obligation or give any indication of intent:

   (i) to do any of the acts referred to in paragraphs 2(a) to 2(d); or

   (ii) which, in relation to the Beneficial Shares or any Further G4S Shares, would or might restrict or impede me accepting the Offer or voting in favour of the Scheme (as applicable),

and for the avoidance of doubt, references in this paragraph 2(d) to any agreement, arrangement, obligation or indication of intent includes any agreement, arrangement, obligation or indication of intent whether or not legally binding or subject to any condition or which is to take effect if the Scheme or the Offer (as the case may be) lapses or is withdrawn or if this undertaking ceases to be binding or following any other event.

3. Except as a result of or in connection with (i) the grant, vesting and/or exercise of awards and options in accordance with G4S’s share option schemes or share plans, and/or (ii) acquisition under an existing dividend reinvestment plan, I further undertake not to, until the earlier of:

   (a) this undertaking lapsing in accordance with paragraph 13 below; or

   (b) either the Offer becoming unconditional as to acceptances or the Scheme being approved by the Court,

acquire any interests (as defined in the Code) or otherwise deal or undertake any dealing (as defined in the Code) in any relevant securities (as defined in the Code) of G4S or the Offeror unless the Panel on Takeovers and Mergers (the Panel) determines, and confirms to you, that, in respect of such acquisition or dealing, I am not acting in concert with you pursuant to Note 9 on the definition of “Acting in concert” set out in the Code.

4. I undertake to cause the registered holder of any Beneficial Shares to comply with the undertakings in paragraphs 2 and 3 above in respect of the Beneficial Shares.

5. Notwithstanding the provisions of paragraph 2 above, prior to my acceptance of the Offer in accordance with the terms of this undertaking, I shall be permitted to transfer some or all of my Beneficial Shares or Further G4S Shares (in one or more transactions) (such Shares being Transferred Shares) to one or more of my connected persons provided that:

   (a) such a transfer is undertaken as part of my bona fide tax planning; and
(b) on the date of such transfer I shall procure that the transferee or beneficiary of such Transferred Shares sign and deliver to you irrevocable undertakings in respect of such Transferred Shares on the same terms set out herein (save if such a transferee has already signed and delivered to you an irrevocable undertaking on terms which extends to such Transferred Shares).

**Undertaking to accept the Offer and/or to vote in favour of the Scheme**

6. I undertake that:

(a) if the Offeror elects to implement the Acquisition by way of the Offer:

   (i) I shall accept the Offer in respect of the Beneficial Shares in accordance with the procedure for acceptance set out in the formal document containing such Offer (the **Offer Document**) not later than ten days after the Offeror sends the Offer Document to G4S shareholders and shall accept the Offer in respect of any Further G4S Shares in accordance with the same procedure as soon as reasonably practicable and in any case not later than five days after I become the registered holder of the Further G4S Shares;

   (ii) I shall cause the registered holder of any Beneficial Shares to accept the Offer in accordance with the procedure for acceptance set out in the Offer Document not later than seven days after the Offeror sends the Offer Document;

   (iii) I shall not withdraw any acceptances of the Offer and will cause the registered holder of any Beneficial Shares not to do so; and

   (iv) the Offeror shall acquire the Beneficial Shares and any Further G4S Shares pursuant to the Offer free of any lien, charge, option, equity or encumbrance of any nature whatsoever and together with all rights of any nature attaching to those shares; and

(b) if the Offeror elects to implement the Acquisition by way of the Scheme

   (i) I shall exercise all voting rights attaching to the Beneficial Shares and any Further G4S Shares to vote in favour of all resolutions to approve the Scheme and/or the Acquisition, and any related matters, proposed at any general or class meeting (**General Meeting**) and Court convened meeting (**Court Meeting**) of G4S to be convened and held in connection with the Scheme and/or the Acquisition, or at any adjournment of any such meeting;

   (ii) I shall execute any forms of proxy in respect of the Beneficial Shares and any Further G4S Shares required by the Offeror appointing any person nominated by the Offeror to attend and vote at any General Meeting or Court Meeting in respect of the resolutions to approve the Scheme and/or the Acquisition, and any related matters, and shall ensure that any such executed forms of proxy are received by G4S’s
registrars not later than 3.00 p.m. on the tenth day after G4S sends the formal document setting out the terms and conditions of the Scheme (the *Scheme Document*) to G4S shareholders (or, in respect of any Further G4S Shares, as soon as reasonably practicable and in any case within five days of becoming the registered holder of such shares, if later, provided that I shall use reasonable endeavours to ensure any such proxy forms are received by G4S’s registrars ahead of the deadline for receipt of proxies for the relevant General Meeting or Court Meeting);

(iii) I shall not revoke the terms of any proxy submitted in accordance with paragraph 6(b)(ii), either in writing or by attendance at any General Meeting or Court Meeting or otherwise;

(iv) I shall cause the registered holder of any Beneficial Shares to comply with the undertakings in paragraphs 6(b)(i) to 6(b)(iii) in respect of the Beneficial Shares; and

(v) the Offeror shall acquire the Beneficial Shares and any Further G4S Shares pursuant to the Scheme which provides for the transfer of such shares to the Offeror free of any lien, charge, option, equity or encumbrance of any nature whatsoever and together with all rights of any nature attaching to those shares.

**Voting Rights**

7. From the time the Offeror releases the press announcement announcing the Acquisition (the *Press Announcement*) to the time this undertaking lapses in accordance with paragraph 13:

(a) I shall exercise the voting rights attached to the Beneficial Shares and any Further G4S Shares on a Relevant Resolution (as defined in paragraph 8) only in accordance with the Offeror’s directions;

(b) I shall exercise the rights attaching to the Beneficial Shares and any Further G4S Shares to requisition or join in requisitioning any general or class meeting of G4S pursuant to section 303 Companies Act 2006 for the purposes of considering a Relevant Resolution and to require G4S to give notice of such a resolution pursuant to section 338 Companies Act 2006 only in accordance with the Offeror’s directions;

(c) for the purpose of voting on a Relevant Resolution, I shall execute any form of proxy required by the Offeror appointing any person nominated by the Offeror to attend and vote at the relevant general or class meeting of G4S (and shall not revoke the terms of any such proxy whether in writing, by attendance or otherwise); and

(d) I shall cause the registered holder of any Beneficial Shares to comply with paragraphs 7(a) to 7(c) in respect of the Beneficial Shares.
8. A **Relevant Resolution** means:

(a) a resolution (whether or not amended) proposed at a general or class meeting of G4S, or at an adjourned meeting, the passing of which is required to implement the Acquisition or which, if passed, might result in any condition of the Acquisition not being fulfilled or which might impede or frustrate the Acquisition in any way (including, for the avoidance of doubt, any resolution to approve any scheme of arrangement or other transaction in relation to G4S which is proposed in competition with or which might frustrate the Acquisition) or which is to approve a matter for the purposes of Rule 21 of the Code;

(b) a resolution to adjourn a general or class meeting of G4S whose business includes the consideration of a resolution falling within paragraph 8(a); and

(c) a resolution to amend a resolution falling within paragraph 8(a) or paragraph 8(b).

**Documentation**

9. I consent to:

(a) this undertaking being disclosed to the Panel;

(b) the inclusion of references to me and the registered holder of any Beneficial Shares, and particulars of this undertaking and my holdings of, interests in, rights to subscribe for and short positions in relevant securities of G4S being included in the Press Announcement and any offer document or scheme document published in connection with the Acquisition, and any other announcement made, or document issued, by or on behalf of the Offeror in connection with the Acquisition; and

(c) this undertaking being available for inspection as required by Rule 26.2 of the Code or the Listing Rules of the Financial Conduct Authority including, without limitation, being made publicly available on the Offeror’s and G4S’s websites.

**Secrecy**

10. I understand that the information you have given to me in relation to the Acquisition must be kept confidential, save as required by law or any rule of any relevant regulatory body or stock exchange, until the Press Announcement is released or the information has otherwise become generally available. To the extent any of the information is inside information for the purposes of the Criminal Justice Act 1993 or the Market Abuse Regulation (EU) No 596/2014, I will comply with the applicable restrictions in those enactments on dealing in securities and disclosing inside information.
Interpretation

11. In this undertaking:

(a) references to the Offer means any offer to be made by or on behalf of the Offeror to acquire the entire issued and to be issued share capital of G4S, and a reference to the Offer also includes any new, increased, renewed or revised offer made by the Offeror to acquire the entire issued and to be issued share capital of G4S provided that the consideration to be paid to the holders of ordinary shares of 25 pence in the capital of G4S is 245 pence per share or more in cash;

(b) references to the Scheme means any scheme of arrangement of G4S under section 895 Companies Act 2006 (including any new, increased, renewed or revised scheme of arrangement) for the acquisition by the Offeror of the entire issued and to be issued share capital of G4S, and a reference to the Scheme also includes any new, increased, renewed or revised scheme of arrangement made by the Offeror to acquire the entire issued and to be issued share capital of G4S provided that the consideration to be paid to the holders of ordinary shares of 25 pence in the capital of G4S is 245 pence per share or more in cash; and

(c) references to the Acquisition means the proposed acquisition by the Offeror of the entire issued and to be issued share capital of G4S, whether (at the election of the Offeror) pursuant to the Offer or the Scheme.

Time of the Essence

12. Any time, date or period mentioned in this undertaking may be extended by mutual agreement but as regards any time, date or period originally fixed or as extended, time shall be of the essence.

Lapse of undertaking

13. This undertaking shall lapse if:

(a) the Press Announcement is not released by 5.00 p.m. (London time) on 9 December 2020;

(b) the Offeror announces that it does not intend to make or proceed with the Acquisition and no new, revised or replacement Offer or Scheme is announced in accordance with Rule 2.7 of the Code at the same time;

(c) the Offer or Scheme lapses or is withdrawn and no new, revised or replacement Scheme or Offer has been announced, in accordance with Rule 2.7 of the Code, in its place or is announced, in accordance with Rule 2.7 of the Code, at the same time; or

(d) any competing offer is declared wholly unconditional or, if proceeding by way of scheme of arrangement, becomes effective.
If this undertaking lapses, I shall have no claim against the Offeror, and the Offeror shall have no claim against me, save in respect of any prior breach thereof.

Confirmation

14. I confirm that in signing this undertaking I am not a client or customer of Morgan Stanley & Co. International plc, Credit Suisse International or Moelis & Company LLC for the purposes of the Conduct of Business Sourcebook of the Financial Conduct Authority and that Morgan Stanley & Co. International plc, Credit Suisse International and Moelis & Company LLC are acting for the Offeror in connection with the Acquisition and no-one else and are not responsible to anyone other than the Offeror for providing the protections afforded to customers of each of Morgan Stanley & Co. International plc, Credit Suisse International and Moelis & Company LLC nor for providing advice in relation to the Acquisition. I confirm that I have been given an adequate opportunity to consider whether or not to execute this undertaking and to obtain independent advice.

Power of Attorney

15. In order to secure the performance of my obligations under this undertaking, I appoint any director of the Offeror as my attorney:

(a) if I fail to comply with any of the undertakings in paragraph 6, in my name and on my behalf to do all things and to execute all deeds and other documents as may be necessary or desirable to ensure compliance with such undertakings in respect of the Beneficial Shares and any Further G4S Shares (as appropriate); and

(b) to execute any form of proxy required by the Offeror to appoint any person nominated by the Offeror to attend a general or class meeting of G4S and vote on a Relevant Resolution (as defined in paragraph 8).

16. I agree that this power of attorney is given by way of security and is irrevocable in accordance with section 4 Powers of Attorney Act 1971 until this undertaking lapses in accordance with paragraph 13.

Specific Performance

17. I agree that, if I fail to comply with any of the undertakings in paragraph 6 or breach any of my other obligations under this undertaking, damages may not be an adequate remedy and accordingly the Offeror shall be entitled to seek the remedies of specific performance, injunction or other equitable relief.

Governing Law

18. This undertaking and any non-contractual obligations arising out of or in connection with this undertaking shall be governed by, and interpreted in accordance with, English law. The English courts shall have exclusive jurisdiction in relation to all disputes (including claims for set-off and counterclaims) arising out of or in connection with this undertaking including, without limitation disputes arising out of
or in connection with: (i) the creation, validity, effect, interpretation, performance or non-performance of, termination or the legal relationships established by, this undertaking; and (ii) any non-contractual obligations arising out of or in connection with this undertaking. For such purposes each party irrevocably submits to the jurisdiction of the English courts and waives any objection to the exercise of such jurisdiction. Each party also irrevocably waives any objection to the recognition or enforcement in the courts of any other country of a judgment delivered by an English court exercising jurisdiction pursuant to this clause.
SIGNATURE PAGE TO IRREVOCABLE UNDERTAKING

SIGNED as a DEED and DELIVERED on the date above mentioned by Steven Mogford in the presence of:

Witness

SIGNATURE:

NAME:

ADDRESS: