

## FORM OF INSTRUCTION

### FOR USE BY AWARDHOLDERS UNDER THE

### Footasylum plc Long Term Incentive Plan (the LTIP)

**THIS DOCUMENT IS IMPORTANT AND REQUIRES YOUR IMMEDIATE ATTENTION.** If you are in any doubt about the Offer, this document or the action you should take, you are recommended to seek your own personal financial, tax or legal advice immediately from your stockbroker, bank manager, solicitor, accountant or other independent financial adviser authorised under the Financial Services and Markets Act 2000 if you are taking advice in the United Kingdom, or from another appropriately authorised independent financial adviser if you are in a territory outside the United Kingdom.

To: Footasylum plc (**Footasylum**)

JD Sports Fashion plc (**JD**)

From: [NAME]

[ADDRESS]

Words and expressions defined in the accompanying letter from JD and Footasylum dated 22 March 2019 and the Offer Document have the same meaning in this Form of Instruction unless the context requires otherwise.

#### Return of this Form of Instruction

Please return this Form of Instruction duly signed, dated and completed to Nancy Kelsall at Footasylum by email to the following address: Nancy.Kelsall@Footasylum.com TO BE RECEIVED AS SOON AS POSSIBLE AND IN ANY EVENT BY NO LATER THAN 5.00pm ON 12 APRIL 2019. Please then send the original signed and dated Form of Instruction to Nancy Kelsall at Footasylum plc, Sandbrook House, Sandbrook Park, Rochdale, Lancashire, OL11 1RY.

Please insert your work telephone number and email address in BLOCK CAPITALS in the boxes below.

Work telephone Number	
Work Email Address	

#### INSTRUCTIONS TO EXERCISE AND ACCEPT THE OFFER

I hereby irrevocably agree to exercise my Award under the LTIP as detailed in Box 1 below to the fullest extent possible, conditional and with effect from the date on which the Offer becomes unconditional in all respects, and accept the Offer in respect of all of the Footasylum Shares acquired by me as a result of such exercise.

**BOX 1**

<b>(1) Grant date of Award</b>	<b>(2) Maximum number of Footasylum Shares under Award</b>	<b>(3) Exercise price per Footasylum Share (£)</b>
		0.001

**Notes:**

- 1 Check the details of the Award that you hold under the LTIP as stated in Box 1. If you are in any doubt about the Award that you hold, please contact Nancy Kelsall at Footasylum on telephone number: 01706 714299 without delay.
- 2 Sign and date the Form of Instruction at Box 2 below to exercise the Award to the fullest extent possible, conditional and with effect from the Offer becoming unconditional in all respects, and to accept the Offer in respect of all of the Footasylum Shares acquired on the exercise of such Award and then return the Form of Instruction as indicated. Signing, dating and returning this Form of Instruction is your confirmation that you agree to the terms of the Letter and the terms and conditions that accompany this Form of Instruction.
- 3 If your Award remains unexercised it will, in due course, **lapse** and cease to be of any value in accordance with the rules of the LTIP.
- 4 If you are not resident and domiciled for tax purposes in the UK, or if you are in any doubt as to your personal tax position, you should consult an appropriate professional adviser without delay.

**Before signing this Form of Instruction you should read the Letter which accompanies this Form of Instruction, the Form of Instruction itself and the Offer Document. You should read all of the pages and each of the boxes in this Form.**

**COMPLETE BOX 2 BELOW TO CONFIRM THE EXERCISE OF YOUR AWARD ON THE TERMS HEREOF AND THE ACCEPTANCE OF THE OFFER. PLEASE NOTE THAT YOUR SIGNATURE MUST BE WITNESSED BY SOMEONE OTHER THAN YOUR SPOUSE, CIVIL PARTNER OR A MEMBER OF YOUR IMMEDIATE FAMILY WHO IS OVER THE AGE OF 18.**

**FAILURE TO COMPLETE BOX 2 MAY RESULT IN THIS FORM OF INSTRUCTION BEING INEFFECTIVE.**

**BOX 2**

Executed and delivered as a Deed by (Awardholder to sign here): ..... (Awardholder's name in print): ..... Date: .....	In the presence of (Independent Witness' Signature): ..... (Independent Witness' name in print): ..... (Independent Witness' Address): ..... .....
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## TERMS AND CONDITIONS

- 1 Subject to the following paragraphs, the Form of Instruction will be of no effect unless it is duly completed and received by Nancy Kelsall at Footasylum as soon as possible and by no later than **5.00pm on 12 April 2019**.
- 2 The delivery of the Form of Instruction duly signed may, if Footasylum and JD so determine, be treated as effective as if it were duly completed and received despite the fact that it is not completed or received strictly in accordance with the Form of Instruction and these Terms and Conditions.
- 3 By duly completing and returning this Form of Instruction by no later than **5.00pm on 12 April 2019**, you irrevocably:
  - (a) confirm that you have received the Letter and have had the opportunity to read the Letter;
  - (b) confirm that you have understood the Letter and the Form of Instruction (including these Terms and Conditions);
  - (c) confirm that you have had an opportunity to read the Offer Document and have understood it;
  - (d) confirm that you have had the opportunity to obtain independent advice in relation to the Proposal;
  - (e) elect to exercise your Award to the fullest extent possible subject to and with effect immediately upon the Offer becoming unconditional in all respects and otherwise in accordance with the rules of the LTIP;
  - (f) undertake to pay the exercise price of £0.001 per Footasylum Share due on the exercise of your Award and elect to use the cashless exercise facility made available to you as part of the Proposal which allows the aggregate exercise price payable in respect of the exercise of your Award to be deducted from the Offer Proceeds payable in respect of the Footasylum Shares that result from the exercise of your Award;
  - (g) authorise Footasylum to procure the registration of the transfer of your Footasylum Shares and the delivery of a certificate (if necessary) in respect of those Footasylum Shares to JD or as JD may direct;
  - (h) authorise JD to pass the Offer Proceeds payable to you in respect of the Footasylum Shares resulting from the exercise of your Award, upon the Offer becoming unconditional in all respects, to Footasylum (or such other company or person as Footasylum shall direct) in order to process payment of it to you through the Footasylum payroll;
  - (i) authorise and direct Footasylum (or such other company or person as Footasylum shall direct) to deduct from the Offer Proceeds referred to in paragraph 3(h) above the aggregate of (i) the aggregate exercise price payable in respect of the exercise of your Award and (ii) all applicable income tax and employee's National Insurance contributions arising in respect of the exercise of your Award, and to account for the income tax and employee's National Insurance contributions so deducted to the appropriate tax authorities;
  - (j) agree to indemnify and keep indemnified Footasylum (and, where relevant, your employing company in the Footasylum group) for any further income tax and employee's National Insurance contributions due in respect of the exercise of your Award;
  - (k) following the deductions referred to at 3(i) above, authorise Footasylum (or such other company or person as Footasylum may direct) to make a payment to you of the amount of the Offer Proceeds relating to the sale of the Footasylum Shares resulting from the exercise of your Award that are left remaining through the payroll as soon as reasonably practicable thereafter;

- (l) acknowledge that, if your Award has lapsed or lapses or is exercised or has been exercised before exercise takes effect pursuant to this Form of Instruction (see (e) above), completion of this Form of Instruction will be of **no** effect in respect of such Award;
- (m) acknowledge that neither Footasylum nor JD will be responsible for any consequential loss in the event of the Form of Instruction being incorrectly completed or where either of them has been unable to obtain clarification of your instructions;
- (n) authorise that all correspondence, share certificates, consideration and any other item in connection with the Offer may be sent to you at your own risk at the postal or email address to which the Letter was sent; and
- (o) confirm that you understand that the exercise of your Award pursuant to this Form of Instruction is conditional upon the Offer becoming unconditional in all respects and that, if the Offer does **not** become unconditional in all respects, this Form of Instruction will have no effect and that your Award will remain in existence and continue to be governed by and subject to the rules of the LTIP, even if you have completed and returned this Form of Instruction prior to the time at which the Offer becomes unconditional in all respects.

4 Your signature on this Form of Instruction constitutes:

- (a) a warranty by you that you are a current or former employee or director of a company participating in the LTIP in accordance with the rules, that your Award is valid and has not lapsed and is not subject to any liens, mortgages or third party interests of any nature and that you are entitled to exercise your Award and that you will at all relevant times own the relevant Footasylum Shares free from all third party rights; and
- (b) an irrevocable authority to and appointment of Footasylum and/or JD (acting jointly and severally) or any person nominated by Footasylum and/or JD as your attorney (the **Attorney**) with authority in your name and on your behalf to sign and execute any and all agreements, instruments, deeds or other papers and documents and do all things in your name as the Attorney may in its absolute discretion consider necessary or desirable in order to give effect to your elections and authorities in paragraph 3 above and to facilitate the exercise of your Award and the transfer of the Footasylum Shares that you shall hold as a result of the exercise of your Award to JD in accordance with the terms set out in this Form of Instruction, the Letter and the Offer Document AND you hereby undertake to ratify everything which the Attorney shall do or purport to do by virtue of this power of attorney and declare that this power of attorney having been given by you to the Attorney to secure your undertakings to it in connection with the LTIP and this Form of Instruction, shall be irrevocable in accordance with section 4 of the Powers of Attorney Act 1971.

5 In the event of any conflict between the Letter and/or the Form of Instruction and the rules of the LTIP or any relevant legislation, the rules of the LTIP or the relevant legislation will prevail.