EXECUTION VERSION

Co-operation Agreement

Brother Industries, Ltd.

and

Domino Printing Sciences plc

11th March 2015

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THIS AGREEMENT is made on 11 March 2015

BETWEEN:

(1) **Brother Industries, Ltd.** whose registered office is at 15-1 Naeshiro-cho, Mizuho-ku, Nagoya, Aichi 467-8561, Japan (the **"Offeror"**); and

(2) **Domino Printing Sciences plc** (No. 01363137) whose registered office is at Trafalgar Way, Bar Hill, Cambridge, Cambridgeshire, CB23 8TU (the **"Offeree"**).

RECITALS

(A) The Offeror proposes to announce a firm intention to make a recommended offer for the share capital of the Offeree on the terms and subject to the conditions referred to in the Rule 2.7 Announcement (as defined below).

(B) It is intended that the Acquisition (as defined below) will be implemented by means of the Scheme (as defined below) but the Acquisition may, if the Offeror so elects, and the Panel so consents instead be implemented by means of the Takeover Offer (as defined below).

(C) The parties to this agreement have agreed to take certain steps to effect completion of the Acquisition and wish to enter into this agreement to record their respective obligations relating to such matters.

THE PARTIES AGREE AS FOLLOWS:

1. **DEFINITIONS AND INTERPRETATION**

1.1 In this agreement, unless the context otherwise requires, the following words and expressions shall have the following meanings:

"Acquisition" means the proposed acquisition by the Offeror of the entire issued and to be issued share capital of the Offeree as described in the Rule 2.7 Announcement or any subsequent announcement made in accordance with the Takeover Code;

"Act" means the Companies Act 2006;

"Anti-trust Conditions" means the Conditions relating to anti-trust matters as set out in paragraphs 2(a) to 2(e) of Part A, Appendix I to the Rule 2.7 Announcement inclusive of the Conditions;

"Business Day" has the meaning given to it in clause 13.3;

"Clearances" means all consents, clearances, permissions, waivers and/or approvals that are necessary in order to satisfy any of the Anti-trust Conditions and also the expiry of all waiting periods, the expiry of which will, under the laws, regulations or practices applied by any Relevant Authority in connection with the implementation of the Acquisition, satisfy any of the Anti-trust Conditions, and any references to Clearances having been "satisfied" shall be construed as meaning that the foregoing have been obtained or, in the case of waiting periods, expired in accordance with the relevant Anti-trust Condition;

"Conditions" means the conditions to implementation of the Scheme set out in Part A, Appendix I to the Rule 2.7 Announcement and any other conditions which are agreed in writing by the parties, subject to any modifications that may be required if the Offeror elects to implement the Acquisition by way of the Takeover Offer;

"Confidentiality Agreement" has the meaning given to it in clause 13.1;

"Contract" has the meaning given to it in clause 13.2;

"Court" means the High Court of Justice in England and Wales;

"Effective Date" means (i) if the Acquisition is implemented by way of a Scheme, the date upon which the Scheme becomes effective in accordance with its terms; or (ii) if the Offeror elects to implement the Acquisition by means of the Takeover Offer, the Takeover Offer becomes or is declared unconditional in all respects in accordance with its terms;

"Law" means any federal, state, local or foreign laws or regulations (whether civil, criminal or administrative), common law, statutory instruments, treaties, conventions, directives, regulations or rules made thereunder, ordinances, bylaws, judgments, orders, injunctions, decrees, resolutions, arbitration awards, agency requirements, writs, franchises, variances, exemptions, approvals, licences or permits in any applicable jurisdiction (including the United Kingdom, the European Union, the United States, China or elsewhere), including any rules of any relevant governmental entity;

"Long Stop Date" means 14 August 2015 or such later date (if any) as the Offeror and Offeree may, with the consent of the Panel and, if required, the Court, agree;

"Offeree Group" means the Offeree and its subsidiary undertakings from time to time and "member of the Offeree Group" shall be construed accordingly;

"Offeree Shareholders" means holders of Offeree Shares;

"Offeree Shares" means the entire issued and to be issued share capital of the Offeree;

"Offeree Share Schemes" means each of the following share schemes of the Offeree:

(a) Executive Share Option Scheme 2003 ("**2003 ESOS**");

(b) Executive Share Option Scheme 2013 ("**2013 ESOS**");

(c) Savings Related Share Option Scheme 2003 ("**2003 SAYE**");

(d) Savings Related Share Option Scheme 2013 ("**2013 SAYE**");

(e) 2008 Long Term Incentive Plan ("**LTIP**");

(f) Share Incentive Plan 2003 ("**2003 SIP**");

(g) Share Incentive Plan 2013 ("**2013 SIP**"); and

(h) 2015 Deferred Bonus Plan ("**2015 DBP**");

"Offeree Share Trusts" means each of the following employee benefit trusts established by the Offeree:

(a) 1997 Employee Benefit Trust ("**EBT**"); and

(b) 1999 Qualifying Employee Share Trust ("**QUEST**");

"Offeror Group" means the Offeror and its subsidiary undertakings from time to time and "member of the Offeror Group" shall be construed accordingly;

"Panel" means the Panel on Takeovers and Mergers;

"Regulatory Information Service" means an information service authorised from time to time by the Financial Conduct Authority for the purpose of disseminating regulatory announcements;

"Relevant Authority" means any court or competition, anti-trust, national, supra-national or supervisory body or any government or government department, governmental, trade or regulatory agency or body, in each case in any jurisdiction, including the European Commission, the US Federal Trade Commission and the Ministry of Commerce of the People's Republic of China but excluding the Panel;

"Right to Switch" has the meaning given to it in clause 10.1;

"Rule 2.7 Announcement" means the announcement made pursuant to Rule 2.7 of the Takeover Code to be released by the Offeror and the Offeree in the form appended to this agreement at schedule 1;

"Scheme" means the scheme of arrangement under sections 895 to 899 of Part 26 of the Act set out in the Scheme Document in connection with the Acquisition;

"Scheme Document" means the document to be despatched to Offeree Shareholders setting out details of the Acquisition if, as anticipated, the Acquisition is implemented by way of a Scheme;

"Shareholder Meetings" means the meetings of Offeree Shareholders to approve the Scheme and deal with related matters;

"Takeover Code" means The City Code on Takeovers and Mergers;

"Takeover Offer" means, in the event that the Offeror exercises its Right to Switch, a takeover offer within the meaning of Section 974 of the Act, including any subsequent revision, amendment, variation, extension of renewal;

"Takeover Offer Anti-trust Clearance Date" means, if the Offeror elects to effect the Acquisition by means of the Takeover Offer, the last date on which the relevant Clearances can be obtained in order to allow the offer to be declared unconditional in all respects; and

"Takeover Offer Document" means, in the event that the Offeror exercises its Right to Switch, the offer document published by or on behalf of the Offeror in connection with the Takeover Offer, including any revised offer document.

1.2 In this agreement unless otherwise specified, reference to:

(a) a **"subsidiary undertaking"** is to be construed in accordance with section 1162 of the Act, a **"group undertaking"** is to be construed in accordance with section 1161 of the Act and a **"subsidiary"** or **"holding company"** is to be construed in accordance with section 1159 of the Act;

(b) **"acting in concert"** shall have the meaning given in the Takeover Code;

(c) **"includes"** and **"including"** mean includes without limitation and including without limitation;

(d) the rule known as the ejusdem generis rule shall not apply and accordingly general words shall not be given a restrictive meaning by reason of the fact that they are:

(i) preceded by words indicating a particular class of acts, matters or things; or

(ii) followed by particular examples intended to illustrate the general words;

(e) a **"party"** means a party to this agreement;

(f) a **"person"** includes any person, individual, company, firm, partnership, corporation, body corporate, unincorporated association, government, state or agency of a state, local or municipal authority or government body or any undertaking or organisation (whether or not having separate legal personality and irrespective of the jurisdiction in or under the law of which it was incorporated or exists);

(g) reference to an **"enactment"** or **"statutory provision"** shall be construed as a reference to any subordinate legislation made under the relevant enactment or statutory provision and shall be construed as a reference to that enactment, statutory provision or subordinate legislation as from time to time amended, consolidated, modified, re-enacted or replaced;

(h) **"recitals"**, **"clauses"**, **"paragraphs"** or **"schedules"** are to recitals, clauses and paragraphs of and schedules to this agreement. The schedules form part of the operative provisions of this agreement and references to this agreement shall, unless content otherwise requires, include references to the recitals and schedules;

(i) **"writing"** and **"written"** includes any modes of representing words in any legible form and for the avoidance of doubt shall include e-mail but shall exclude SMS messages (i.e. text) or other writing in a transitory form, except in each case where expressly stated otherwise;

(j) words denoting the singular shall include the plural and vice versa and words denoting any gender shall include all genders; and

(k) references to a time are to London time;

(l) where a period of time is calculated from a stated event, the day on which that event occurs should be excluded from the calculation of the period;

(m) references to this agreement include this agreement as amended or supplemented in accordance with its terms; and

(n) the index to, and headings in, this agreement are for convenience only and do not affect its interpretation.

2. RULE 2.7 ANNOUNCEMENT

The obligations of the parties under this agreement, other than this clause 2 and clause 13, shall be conditional on the release of the Rule 2.7 Announcement via a Regulatory Information Service at or before 12 noon on 11 March 2015, or such other time and date as may be agreed in writing by the parties.

3. DOCUMENTATION

3.1 The Offeror undertakes to provide the Offeree with all such co-operation, information and assistance as it may reasonably request in connection with the preparation and verification of the Scheme Document, including access to and ensuring reasonable assistance is provided by professional advisers.

3.2 The Offeror agrees to procure that its directors take responsibility for information in the Scheme Document (or, if applicable, the Takeover Offer Document) as required by the Takeover Code, including information relating to themselves, the Offeror, any member of the Offeror Group (including any employees) and any persons acting in concert with the Offeror.

3.3 If any supplemental circular or document is required, or reasonably considered by the Offeree to be desirable, to be published in connection with the Acquisition or any variation

or amendment to the Acquisition (a **"Scheme Supplemental Document"**), the Offeror shall, as soon as reasonably practicable, provide such co-operation and information (including such information as is necessary for the Scheme Supplemental Document to comply with all applicable legal and regulatory provisions) as the Offeree may reasonably request in order to finalise the relevant Scheme Supplemental Document.

4. TERMS AND CONDITIONS OF THE ACQUISITION

4.1 The terms and conditions of the Acquisition shall be as set forth in the Rule 2.7 Announcement together with such other terms as may be agreed by the parties in writing and, where required by the Takeover Code, approved by the Panel. The terms of the Acquisition as of the date of the posting of the Scheme Document shall be as set out in the Scheme Document. (Should the Offeror elect to implement the Acquisition instead by means of the Takeover Offer, the terms and conditions of the Acquisition shall be set out in the Takeover Offer Document.) The only conditions of the Acquisition shall be the Conditions.

4.2 Subject to clause 5, the Offeror undertakes to work co-operatively and reasonably with the Offeree and its advisers and to use its reasonable endeavours to satisfy the Conditions as soon as reasonably practicable following the date of this agreement.

5. ANTI-TRUST CONDITIONS

5.1 The Offeror and the Offeree agree to work co-operatively and reasonably together and to make all filings, jointly or separately, and to supply all information necessary or desirable in order to obtain the Clearances in each case as soon as reasonably practicable, provided that such co-operation may be conducted in a manner which is reasonably designed to preserve legal or professional privilege and also to limit the exchange and disclosure of commercially sensitive or confidential information.

5.2 Without prejudice to the generality of clauses 5.1 and 5.6, each of the Offeror and the Offeree undertakes that, to the extent not prohibited by law or regulation, it will:

(a) provide to the other (or its advisers), or procure the provision to the other (or its advisers) of, draft copies of all material filings, notifications, submissions and communications to be made to any Relevant Authority by it or on its behalf in relation to obtaining any Clearances, at such time as will allow the other a reasonable opportunity to provide comments on such filings, notifications, submissions and communications before they are submitted or sent;

(b) incorporate such comments made by the other as are reasonable in such material filings, notifications, submissions and communications;

(c) provide the other (or its nominated advisers) with copies of all material filings, notifications, submissions and communications in the form submitted or sent to any Relevant Authority by or on its behalf in relation to obtaining any Clearances;

(d) give the other reasonable prior notice of, and allow persons nominated by the other to attend, all meetings and/or material telephone calls with any Relevant Authority in connection with the obtaining of the Clearances and the implementation of the Acquisition and to make oral submissions during such meetings and/or telephone calls;

(e) give the other reasonable prior notice of any requests by any Relevant Authority for further information consequent on filings made and incorporate such comments as are made by the other as are reasonable in any responses to such requests; and

(f) promptly notify the other of any material communications from any Relevant Authority in relation to obtaining any Clearances and provide copies thereof.

5.3 Each of the Offeror and the Offeree undertakes, to the extent not prohibited by law or regulation, to keep the other informed of the progress towards satisfaction (or otherwise) of the Anti-trust Conditions and if at any time it becomes aware of anything that may be reasonably considered to be likely to prevent any of the Anti-trust Conditions from being satisfied, it shall promptly inform the other.

5.4 For the avoidance of doubt, nothing in this clause 5 shall require a party to disclose to the other any commercially sensitive or confidential information related to its business and/or the business of any other member of its group or any information which is not material to any Clearance and a party may redact such information from any documents shared with the other party.

5.5 The Offeror shall be responsible for paying any filing, administrative or other fees levied by any Relevant Authority for the purpose of obtaining the Clearances, unless such fees are payable by the Offeree as specified by the applicable local laws and regulation.

5.6 With respect to the Clearances that are required for the satisfaction of the Anti-trust Conditions, it is agreed that the Offeror shall use its best endeavours to procure that the Anti-trust Conditions are fulfilled as soon as is reasonably practicable after the date of this Agreement with the aim of obtaining such Clearances on or before 20 June 2015 and such endeavours will, if necessary, include:

(a) the Offeror offering any disposals, conditions, obligations, terms or undertakings that may be required as a basis for any Relevant Authority to give its Clearance to the Acquisition; and

(b) without limiting the foregoing, if any Clearances remain outstanding which would mean the relevant Clearance would not be obtained or, if the Acquisition is implemented by means of a Takeover Offer, would cause the Takeover Offer to lapse on the Takeover Offer Antitrust Clearance Date, the Offeror undertakes:

(i) to use its best endeavours to enter into an arrangement with the Relevant Authority and such other parties as may be necessary by which the Acquisition could be completed before clearance is obtained and which maintains the Relevant Authority's ability to obtain an effective remedy under the relevant merger control provisions including, without limitation, offering and agreeing to any conditions, undertakings or hold-separate arrangements; and

(ii) upon entering into any arrangement as contemplated by (i) above, to waive the Anti-trust Conditions to which the relevant outstanding Clearance relates.

5.7 Unless the Offeror and the Offeree agree otherwise, if 4 weeks prior to the Long Stop Date, the Anti-trust Conditions have not been satisfied, the Offeror shall extend:

(a) the certain funds in respect of the Acquisition; and

(b) immediately thereafter, the Long Stop Date,

in each case to 11 March 2016 or such earlier date that the Offeree determines is required in order to satisfy the Anti-trust Conditions, and the Offeree shall agree to such extension to the Long Stop Date.

6. OFFEREE SHARE SCHEMES

The Offeror and the Offeree have agreed the arrangements set out in Schedule 2 to this agreement in relation to the Offeree Share Schemes and the Offeree Share Trusts.

7. **ANNOUNCEMENTS**

The Offeror will allow the Offeree and its advisers reasonable opportunity to provide comments on any announcement or communication that it makes to the Offeror Group shareholders, employees, employee representatives, option holders or pension scheme trustees in connection with the Acquisition, and shall take into account the Offeree's reasonable comments on such announcement or communication. This clause 7 shall not apply to announcements or communications made by the Offeror to the Offeror Group, employees or employee representatives that are, in the reasonable opinion of the Offeror, not material in the context of the Acquisition.

8. **CONFIRMATION ON CONDITIONS**

8.1 The Offeror undertakes that, prior to the Court hearing to sanction the Scheme, it shall deliver a notice in writing to the Offeree either:

(a) confirming the satisfaction or waiver of all Conditions (other than Conditions 1.3 and 1.4 concerning Court sanction of the Scheme and the Scheme becoming unconditional and effective); or

(b) confirming its intention to invoke a Condition.

8.2 The Offeror agrees that if it intends to seek permission from the Panel to invoke any of the Conditions to the Scheme it will, as far as reasonably practicable and prior to approaching the Panel, notify the Offeree of its intention and provide the Offeree with reasonable details of the grounds on which it intends to invoke the relevant Condition.

8.3 The Offeror shall, through counsel and subject to the provisions of this agreement and the satisfaction or waiver of all Conditions, agree to be bound by the consent to the implementation of the Scheme. For this purpose, the Offeror shall instruct counsel to appear on its behalf at the hearing to sanction the Scheme and undertake to the Court to be bound by the terms of the Scheme.

8.4 The Offeror represents and warrants to the Offeree that neither the Offeror nor any of the directors of the Offeror is aware of any circumstances which would prevent any of the Conditions from being satisfied.

9. **DIRECTORS' AND OFFICERS' LIABILITY INSURANCE**

9.1 The Offeror undertakes that, to the extent permitted by law and for not less than six years after the Effective Date, it shall cause to be maintained in the constitutional documents of each member of the Offeree Group (as at the date of this Agreement) provisions regarding elimination of liability of directors, indemnification of officers, directors and employees and advancement of expenses with respect to matters existing or occurring at or prior to the Effective Date that are reasonable and market standard in the jurisdiction of incorporation of the relevant member of the Offeree Group.

9.2 If the Offeror or any of its successors or assigns (i) consolidates or merges with any other corporation or entity and shall not be the continuing or surviving corporation or entity of such consolidation or merger, or (ii) transfers or conveys all or substantially all of its properties and assets to any corporation or entity, then, and in each such case, to the extent necessary, the Offeror shall use reasonable endeavours to ensure that the successors and assigns of the Offeror shall assume the obligations set forth in clause 9.1.

9.3 The Offeror acknowledges that the Offeree may purchase directors' and officers' liability insurance cover "tail" policies for both current and former directors and officers of members of the Offeree Group, including directors or officers who retire or whose employment is terminated as a result of the Acquisition, for acts or omissions up to and including the Effective Date, in the form of runoff cover for a period of six years following

the Effective Date. Such "tail" policies shall be with reputable insurer(s) and provide cover, in terms of amount and breadth, to an equivalent amount as that provided under the Offeree's directors' and officers' liability insurance as at the date of this agreement.

10. SWITCHING

10.1 The Offeror reserves the right, as set out in the Rule 2.7 Announcement, to elect to implement the Acquisition by means of the Takeover Offer at any time (the **"Right to Switch"**) subject to obtaining the consent of the Panel.

10.2 If the Offeror elects to implement the Acquisition by way of the Takeover Offer, then:

(a) the Offeree shall withdraw the Scheme;

(b) the Conditions shall be incorporated into the announcement of the Takeover Offer and into the Takeover Offer Document subject to: (i) replacing the specific Scheme related conditions in paragraph 1 of Appendix I of the Rule 2.7 Announcement with an acceptance condition set at 90 per cent (or such lesser percentage, being more than 50 per cent, as the Offeror may decide) of the Offeree Shares to which Takeover Offer relates; and (ii) such other modifications as are agreed in writing by the parties or, where required by the Takeover Code, by the Panel;

(c) the Offeror agrees to submit drafts and revised drafts of the Takeover Offer Document to the Offeree for review and comment and, where necessary, to discuss any comments with the Offeree for the purposes of preparing such revised drafts;

(d) save as may be required by the Panel, the Offeror will despatch the Takeover Offer Document only once it has obtained the prior written approval (not to be unreasonably withheld or delayed) of the Offeree as regards the inclusion of information relating to the Offeree and the Offeree Group in it; and

(e) the Offeror undertakes to extend any closing date in respect of the Takeover Offer if the acceptance condition to the Takeover Offer has not been satisfied by the relevant closing date and to continue doing so, up to and including Day 60 (as determined in accordance with Rule 31.6 of the Code and the notes on that Rule).

11. TERMINATION

11.1 Subject to clause 11.2 and without prejudice to the rights of any party that may have arisen prior to termination and, except where expressly stated to the contrary, the provisions of this agreement shall terminate with immediate effect and all rights and obligations of the parties under this agreement shall cease forthwith:

(a) if the Scheme (or the Takeover Offer, if one is made) is withdrawn or lapses in accordance with its terms and/or with the consent of the Panel (other than where such lapse or withdrawal is as a result of the exercise of the Right to Switch or is otherwise to be followed soon after by a Rule 2.7 announcement made by the Offeror or a person acting in concert with the Offeror to implement the Acquisition by a different scheme of arrangement or takeover offer on substantially the same or improved terms);

(b) if the Scheme has not become effective by 5:00 p.m. on the Long Stop Date; or

(c) as agreed in writing between the parties.

11.2 Termination of this agreement shall be without prejudice to the rights of any party which have arisen prior to termination.

11.3 Clauses 1 and 12 shall survive termination of this agreement.

12. **APPROVALS AND CAPACITY**

12.1 The Offeror and Offeree each confirm to the other on the date of this agreement that:

(a) it has the requisite power, capacity and authority to enter into and perform its obligations under this agreement;

(b) this agreement constitutes its binding obligations in accordance with its terms;

(c) the execution and delivery of, and performance of its obligations under, this agreement will not:

(i) result in a breach of any provision of its constitutional documents;

(ii) result in a breach of, or constitute a default under, any instrument to which it is a party or by which it is bound; or

(iii) result in a breach of any order, judgment or decree of any court or governmental agency to which it is a party or by which it is bound.

12.2 The Offeror confirms that it does not require shareholder approval to effect the Acquisition.

12.3 No party shall have any claim for breach of warranty after the Effective Date (without prejudice to any liability for fraudulent misrepresentation or fraudulent misstatement).

13. **MISCELLANEOUS**

13.1 **Confidentiality Agreement**

The provisions of this agreement are supplemental to and shall not prejudice the terms of the confidentiality agreement dated 18 February 2015 between the Offeror and Offeree (the **"Confidentiality Agreement"**) and entered into in connection with the Acquisition, which shall remain in full force and effect notwithstanding the execution of this agreement.

13.2 **Entire Agreement**

Save in the case of fraud or fraudulent concealment, each party acknowledges that:

(a) this agreement together with the Confidentiality Agreement (together the **"Contract"**) constitutes the entire and only agreement between the parties relating to the subject matter of the Contract; and

(b) it has not been induced to enter into the Contract in reliance on, nor has it been given, any representation or other statement of any nature whatsoever other than those set out in the Contract.

13.3 **Notices**

(a) Any notices or other communications given or made under or in connection with the maters contemplated by this agreement shall be in writing and shall be delivered by hand or by courier or recorded delivery or sent by fax or by e-mail or prepaid first class post (air mail if posted to or from a place outside the United Kingdom) to the address or fax number specified below and as detailed below (unless either party notifies the other in writing of a change to the address or fax number or details below and such notification is received by that other party before the notice is dispatched):

In the case of the Offeror to:

Brother Industries, Ltd.

15-1 Naeshiro-cho, Mizuho-ku,
Nagoya, Aichi 467-8561
Japan

E-mail: shun.kanishima@brother.co.jp

Marked for the attention of: Shun Kanishima, Manager of Legal Group

With a copy to:

David Holdsworth at Linklaters LLP
One Silk Street
London EC2Y 8HQ

E-mail: david.holdsworth@linklaters.com

In the case of the Offeree to:

Domino Printing Sciences plc

Trafalgar Way, Bar Hill,
Cambridge, Cambridgeshire
CB23 8TU

Fax: +44 (0)1954 782 713

E-mail: Richard.pryn@domino-uk.com

Marked for the attention of: Company Secretary

With a copy to:

Adrian Clark at Ashurst LLP
Broadwalk House
5 Appold Street
London EC2A 2HA

E-mail: adrian.clark@ashurst.com

(b) A notice given under clause 13.3(a) shall be effective on receipt and shall be deemed received (i) if delivered by hand or by courier or recorded delivery, upon delivery at the address of the relevant party; (ii) if sent by first class post, two Business Days after the date of posting; (iii) if sent by air mail, five Business Days after the date of posting; (iv) if sent by fax, upon delivery as shown by receipt of a successful transmission report or email; and (v) if sent by electronic mail when actually received by the intended recipient in readable form.

"**Business Day**" means a day (excluding a Saturday) on which banks are generally open in the City of London for transaction of normal banking business. Provided that if, in accordance with clause 13.3(b), any such notice, demand or other communication would be deemed to be received after 5.00 p.m., such notice, demand or other communication shall be deemed to be given or made at 9.00 a.m. on the next Business Day.

13.4 **Variation**

The provisions of this agreement may be modified or amended only by written agreement of the Offeror and the Offeree.

13.5 **Damages**

Each party agrees and acknowledges that damages alone would not be an adequate remedy for breach or threatened breach by it of this agreement and that the party not in breach shall (subject to the discretion of the court) be entitled, without proof of special damages, to seek the remedies of injunction, specific performance or any other equitable remedy for any threatened or actual breach of this agreement.

Nothing in this agreement shall oblige the Offeree to pay an amount in damages which the Panel determines would not be permitted by Rule 21.2 of the Takeover Code.

13.6 **Assignment**

This agreement is personal to the parties. Accordingly, no party, without the prior written consent of the other, shall assign (whether absolutely or by way of security and whether in whole or in part), transfer, mortgage, charge, declare a trust of, or otherwise dispose of (in any manner whatsoever) any benefit arising under this agreement and neither shall any party delegate any of its obligations under this agreement or subcontract their provision to any third party or agent.

13.7 **Third Party Rights**

No term in this agreement shall be enforceable by any person other than the parties to this agreement.

13.8 **Severance**

If any provision of this agreement shall be held to be invalid, illegal or unenforceable, in whole or in part, under any enactment or rule of law, but would be valid and enforceable if deleted in whole or in part or reduced in application, such provision shall apply with such deletion or modification as may be necessary to make it valid and enforceable but the enforceability of the remainder of this agreement shall not be affected.

13.9 **Counterparts**

This agreement may be executed in any number of counterparts which together shall constitute one agreement. Any party may enter into this agreement by executing a counterpart and this agreement shall not take effect until it has been executed by all parties.

Delivery of an executed signature page of a counterpart by facsimile transmission or in Adobe™ Portable Document Format (PDF) sent by electronic mail shall take effect as delivery of an executed counterpart of this agreement. If either method is adopted, without prejudice to the validity of such agreement, each party shall provide the other with the original of such page as soon as reasonably practicable thereafter.

13.10 **Governing Law and Jurisdiction**

This agreement, any non-contractual obligations arising out of or in connection with it and any dispute or claim or proceedings relating to it or to its formation shall be governed by and construed in accordance with English law. Each party to this agreement irrevocably agrees that the courts of England shall have exclusive jurisdiction to hear and decide any suit, action or proceedings, and/or to settle any disputes, which may arise out of or in any

way relate to this agreement or its formation and, for these purposes, each party irrevocably submits to the jurisdiction of the courts of England.

13.11 **Agent for Service**

The Offeror irrevocably appoints Hackwood Secretaries Limited of One Silk Street, London EC2Y 8HQ to be its agent for the receipt of any claim form, application, notice, order or judgment or other document relating to any proceedings in connection with this agreement. It agrees that any such documents may be effectively served on it in connection with proceedings in England and Wales by service on its agent effected in any manner permitted by the Civil Procedure Rules.

If the agent at any time ceases for any reason to act as such, the Offeror shall appoint a replacement agent having an address for service in England or Wales and shall notify the Offeree of the name and address of the replacement agent. Failing such appointment and notification, the Offeree shall be entitled by notice to the Offeror to appoint a replacement agent to act on behalf of the Offeror. The provisions of this clause applying to service on an agent apply equally to service on a replacement agent.

A copy of any document served on an agent shall also be sent by post to the Offeror. Failure or delay in so doing shall not prejudice the effectiveness of service of the document.

SCHEDULE 1

Rule 2.7 Announcement

SCHEDULE 2

The Offeree Share Schemes and the Offeree Share Trusts

1. **Introduction**

The options and other awards held by participants in the Offeree Share Schemes shall be dealt with in accordance with the terms of this schedule.

2. **Appropriate Proposals**

2.1 The Offeror shall make appropriate proposals in accordance with Rule 15 of the Takeover Code to participants in the Offeree Share Schemes other than the 2003 SIP and the 2013 SIP (the **"Proposals"**).

2.2 Subject to applicable confidentiality, legal and/or regulatory requirements, the Offeree undertakes to the Offeror to co-operate with and to provide such details to the Offeror in relation to the Offeree Share Schemes as the Offeror may reasonably require in order to plan and make the Proposals.

3. **Documentation and Communications**

3.1 The Offeree and the Offeror shall jointly write to participants in the Offeree Share Schemes outlining the anticipated effect of the Scheme on their contractual rights and setting out the Proposals.

3.2 The Offeree and the Offeror shall cooperate with each other in preparing the communication described at paragraph 3.1 above.

4. **Approved Share Options**

4.1 It is acknowledged by the Offeror that certain holders of approved share options may exercise their options with the benefit of income tax relief before the Scheme takes effect, and that such option holders shall be offered a cashless exercise facility (whether structured as an undertaking to pay or otherwise).

4.2 Depending on the timing of any such exercise, this facility may be arranged by the Offeree in accordance with its past practice, or shall be on terms that the exercise price payable on the exercise of an option would be deducted from the cash consideration due to the option holder under the Scheme and remitted to the Offeree or to the trustee of any Offeree Share Trust that may transfer shares in satisfaction of such exercise, as the case may be.

5. **2015 DBP**

The 2015 DBP will be placed before the Offeree's shareholders for approval at the Offeree's Annual General Meeting on 18 March 2015. If approved, Bonus Awards will be granted in accordance with the letter to shareholders from the Chairman of the Remuneration Committee that is appended to the Notice of Annual General Meeting.

6. **Vesting of Options and Awards**

The vesting and exercise of rights under the Offeree Share Schemes are governed by and shall occur in accordance with the rules of the relevant Offeree Share Scheme and, accordingly, are subject in certain respects to the exercise of discretions conferred on the Remuneration Committee of the Board of the Offeree. The exercise of these discretions will be considered in due course by the Remuneration Committee.

7. **Amendment of Offeree Share Plans**

The 2003 ESOS, 2013 ESOS and LTIP shall be amended by resolution of a duly authorised committee of the board of the Offeree to remove from the rules dealing with a Scheme the references to the reconstruction of the Offeree or the Offeree's amalgamation with another company.

8. **Articles of Association of the Offeree**

The articles of association of the Offeree shall be amended such that any Offeree Shares issued or transferred after the record time in respect of the Scheme shall be automatically acquired by the Offeror on payment of a cash sum of 915 pence per Offeree Share under the Scheme.

9. **Offeree Share Trusts**

The Offeree shall use reasonable endeavours to obtain the agreement of the trustees of the Offeree Share Trusts that the trustees shall:

(a) transfer Offeree Shares to satisfy rights under the Offeree Share Plans to the greatest possible extent; and,

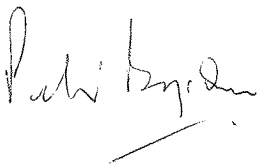
(b) continue to co-operate with the Offeree in the provision of benefits following implementation of the Scheme, to the extent of the trust fund remaining after discharge of any debts and liabilities.

IN WITNESS whereof this agreement has been executed on the date first above written.

Signed by)
for and on behalf of **BROTHER**)
INDUSTRIES, LTD.)

Signed by)
for and on behalf of **DOMINO**)
PRINTING SCIENCES PLC)

IN WITNESS whereof this agreement has been executed on the date first above written.

Signed by)
for and on behalf of **BROTHER**)
INDUSTRIES, LTD.)

Signed by)
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