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# Barco NV

## SHARE OPTION PLAN

### "Options Barco 04 – Personnel Europe 2011"

Approved by the Extraordinary General Meeting of Barco N.V. on the \_\_\_\_\_ 2011

This document has been translated from Dutch into the English language. The Dutch version of the share option plan at hand is the official wording. Should there be any differences between the Dutch and English text, the Dutch wording has priority. In other words: only the share option plan drawn up in Dutch is legally authentic.

| Version | Author     | Date       | Description/changes   |
|---------|------------|------------|-----------------------|
| 01      | LECO/KAMAR | 21/09/2010 |                       |
| 02      | ANDC       | 11/05/2011 | Translation 2011 plan |

## Article 1 – Objectives of the Plan

The plan described below (referred to hereinafter as "Plan") provides for the allocation of Options for Shares of the naamloze vennootschap [limited liability company] "Barco" in accordance with the provisions set forth below.

The aim of the plan is to enable members of staff of the naamloze vennootschap [limited liability company] "Barco" (the "Company") and/or of the Company's Affiliated Companies founded in Belgium and in the countries of the European Union, Norway and Switzerland to take a stake in the growth and development of the value of the Company. The Plan will create the opportunity for the beneficiaries to become a shareholder due to which they will feel more closely involved in the corporate life of the company.

## Article 2 - Definitions

The words and terms mentioned below will have the following meanings in this Plan:

|   |   |
|---|---|
| <i>"Offer":</i>                           | the issue by the Company's Board of Directors of Options in favor of the Selected Participant;  |
| <i>"Shares":</i>                          | the existing capital shares of the Company;   |
| <i>"Brugpensioen":</i>                    | early retirement as provided for in the applicable Belgian National Collective Agreement N°17;  |
| <i>"Beneficiaries":</i>                   | persons to whom Options are allocated, being Staff Members;   |
| <i>"Committee":</i>                       | the committee established in accordance with article 9 of this Plan;  |
| <i>"Date of Offer"</i>                    | date on which the Offer is made to the Selected Participant;  |
| <i>"End of the employment agreement":</i> | the effective date of the end for whatever reason of the employment relation between the Staff Member Option Holder concerned and the Company or an Affiliated Company;   |
| <i>"Affiliated Company":</i>              | a company affiliated in the sense of Article 11 of the (Belgian) Companies Act or an associated company in the sense of Article 12 of the (Belgian) Companies Act founded in other countries than Belgium, the member states of the European Union, Norway and Switzerland; |
| <i>"Selected Participant":</i>            | a Staff Member who is selected by the Committee for the purposes of this Plan;  |
| <i>"Staff Member Option Holder":</i>      | an Option Holder who is a Staff Member;   |
| <i>"Option":</i>                          | a right to subscribe for Shares, as allocated in accordance with this Plan;   |
| <i>"Option Holder":</i>                   | any Selected Participant by whom one or more Options are accepted in accordance with this Plan;   |
| <i>"Option Agreement":</i>                | the agreement as described in article 4.3. of this Plan;  |

|                                  |   |
|----------------------------------|---|
| <i>"Option Exercise Period":</i> | the period or periods during which the Option Holder may exercise the Options allocated to him to acquire Shares of the Company in accordance with the terms of this Plan and the Option Agreement; |
| <i>"Staff Member":</i>           | any employee of the Company or of an Affiliated Company engaged by an employment agreement;   |
| <i>"Board of Directors":</i>     | the Company's board of directors;   |
| <i>"Exercise price":</i>         | the price to be paid to acquire a Share upon exercise of an Option, as defined in this Plan;  |
| <i>"Company":</i>                | Barco NV with registered office at President Kennedypark 35, 8500 Kortrijk, Belgium, with "ondernemingsnummer" (registration number) BE 0473.191.041.   |

### **Article 3 – Subject of the Plan**

As from the date on which the Extraordinary General Meeting approves the Plan, Options under this Plan may be allocated to the Selected Participants until the end of the calendar year 2011.

The total number of Company Shares that can be offered by the Company as a result of the exercise of Options under this Plan is set at forty thousand (40 000).

Each Option gives the right to one (1) Share.

### **Article 4 – Allocation of Options**

#### **4.1 The Offer**

On the date of the Offer the Board of Directors decides on the Offer, i.e. the number of options, the exercise price and the date of grant.

#### **4.2 Allocation of Options to Selected Participants**

The allocation of Options to Selected Participants is made on the basis of a decision by the Committee that will determine:

- (i) which persons are Selected Participants;
- (ii) how many Options will be allocated to each of the Selected Participants; and
- (iii) which are the additional conditions of these Options, within the limitations of this Plan.

Allocations under this Plan do not need to be the same with regard to each Option Holder.

#### **4.3 Option Agreement**

The Options, as mentioned in article 3 of this Plan, are allocated on the date of the Offer, on the condition precedent that the written Option Agreement between the Selected Participant and the Company, which contains the conditions stipulated by the Committee in accordance with this Plan, is explicitly accepted.

If there is no explicit acceptance of an Option Agreement within a period of sixty (60) days following the Date of Offer, the offer and hence the right to the Options will expire.

## **Article 5 – Features of the Options**

### 5.1 Option price

The Company allocates the Options free of charge to the Selected Participant, unless the Board of Directors has decided otherwise.

### 5.2 Exercise Price

The Exercise price of an Option is determined by the Board of Directors on the date of the Offer and is equivalent to:

(a) the lowest of

(i) the average closing prices of the Share on Euronext Brussels during a period of thirty (30) calendar days preceding the Date of Offer of the Options,

or

(ii) the closing price of the Share on Euronext Brussels on the latest trading day preceding the Date of Offer of the Options;

or

(b) such exercise price as applicable under the laws in force for recognized share option plans in the countries where the Plan is executed, it being understood that this price shall be as close as possible to the price in application of the concerned plan.

### 5.3 Validity Period of the Options

The Validity Period of an Option is defined in the Option Agreement and amounts to a maximum of ten (10) years.

In the event the maximum validity period of an Option would be extended or shortened due to an amendment of the Belgian legislation, the abovementioned Validity Period will be adjusted accordingly by the Committee in accordance with article 9.2 of this Plan. The Option Holders will be notified in writing of this Plan adjustment.

### 5.4. Ability to exercise the Options

Any possible conditions under which an Option Holder has the right to exercise an Option are determined by the Committee within the limitations of this Plan.

### 5.5 Nominative

The Options are and remain nominative and will be registered in the Option holders' register which will be mad up by the Company for this purpose and which will be maintained at the registered office of the Company. This register may be kept electronically.

### 5.6 Rights as shareholders

Option holder is not a shareholder and does not have the rights and privileges of a shareholder with regard to the underlying Share of the Option until the date on which this Share is acquired by the Option Holder as a result of the exercise of the Option.

## **Article 6 – Transfer of the Options**

### 6.1 Initial allocation

The Options are allocated to the Option Holder following explicit acceptance of the Option Agreement. The Options offered can be accepted in part or in full.

## 6.2 Death

If an Option Holder should die while

- a) an Option which is not yet exercisable according to the provisions of this Plan and/or
  - b) an Option which is already exercisable but has not yet been exercised,
- all of the Options acquired by the Option Holder shall go to the testamentary beneficiaries of the Option holder in accordance with the mandatory legal provisions related to wills, or, failing this, to the legal heirs, in accordance with the applicable legal provisions, and the Options of one and the same Plan (i.e. those with the same date of maturity and the same Exercise price) may only be exercised once at one and the same time during any Option Exercise Period, as defined in article 7 of this Plan.

## 6.3. Settlement at the end of the Employment Agreement

### 6.3.1 On retirement/Early retirement/Brugpensioen

If the employment agreement of a Staff Member Option Holder is terminated as the result of the legal retirement, early retirement or Brugpensioen of the Staff Member Option Holder, in accordance with the applicable legal provisions, any unexercised Options, including both exercisable and non-exercisable, remain exercisable during the next Option Exercise Periods and in accordance with the stipulations defined in this Plan and in the individual Option agreement with the Staff Member Option Holder involved.

### 6.3.2 Resignation and Dismissal

- (1) In the event of a resignation initiated by the Staff Member Option Holder, those Options which are exercisable on the date the Staff Member Option Holder leaves employment with the Company, may only be exercised during the next Option Exercise period after the date of leaving employment. If there should be no exercise at the time that the next Option Exercise period comes to an end, any unexercised Options will be void and become null . All Options which are not yet exercisable according to the provisions of this Plan, will expire on the date of leaving employment.
- (2) In the event of dismissal of the Staff Member Option Holder by the employer for urgent reasons, as defined in applicable legislation in force at the time the employment agreement is terminated, while
  - (a) an Option is not yet exercisable according to the provisions of this Plan and/or
  - (b) an Option which is already exercisable but has not yet been exercised by the Option Holder,then all Options mentioned under (a) and (b) above will expire and become null on the date of termination of the employment agreement.
- (3) In the event of the dismissal of the Staff Member Option Holder by the employer for reasons other than urgent reasons (as defined in the applicable legislation regarding employment agreements) any unexercised Options, including both exercisable and non-exercisable Options, remain exercisable

during the following Option Exercise Periods and in accordance with the provisions defined in this Plan and in the individual Option Agreement with the Staff Member Option Holder.

#### 6.4. Transferability of the Options

Options granted under this Plan are granted personally to the Beneficiary and are not transferable by the Option Holder, except

- (a) in case an Option Holder should die but only in accordance with the mandatory legal provisions related to wills, or, failing this, to the legal heirs in accordance with the applicable legal provisions on succession and/or
- (b) pursuant to a special deviation granted by the Committee, it being understood that such deviation may not lessen or shorten in any way the rights of the Option Holder or his/her successors.

The Options may not be encumbered with any security, property or other business-related right.

#### 6.5. Exceptions

In case of application of one of the stipulations of article 6.3 above, the Committee may allow deviations, it being understood that these deviations may not in any way lessen or shorten the rights of the Option Holder.

### **Article 7 – Conditions for the Exercise of the Options**

#### 7.1 Option Exercise period

7.1.1 Without prejudice to the following paragraphs, Options may be exercised by each Option Holder, taking into account the stipulations laid down in his or her individual Option Agreement, as from January 1<sup>st</sup> of the fourth (4<sup>th</sup>) calendar year following the year in which the Offer is made.

The Option Exercise Periods:

- as of May 15 until and including June 15;
- as of August 1 until and including September 15;
- as of November 1 until and including December 15.

7.1.2 Each Option Holder may exercise his exercisable Options within the Option Exercise Period.

7.1.3 An Option Holder may decide not to exercise Options in the course of an Option Exercise period and thus to defer the exercise of the unexercised Options to any subsequent Option Exercise period.

7.1.4 In the event of the non-exercise of the Options by an Option Holder before the end of the period of validity of the Options, as provided for above, or any earlier termination, as provided for in the Option Agreement, the Options will expire and become null.

7.1.5 The Committee may decide to extend or shorten the Option Exercise periods as provided for above or provide for additional Option Exercise Periods, within the limitations set forth by the stipulations of applicable legislations.

7.2. Partial exercise

Exercisable Options may be exercised in full or in part.

However, a single Option may not be exercised to acquire fractions of Shares.

7.3. Method of exercise

An exercisable Option will be deemed exercised upon receipt by the Committee or a person or department assigned by the Committee, of the following documents, no later than at the time mentioned below:

- (i) explicit notification in the form defined by the Committee, indicating that an Option or a number of Options is being exercised. The notification shall mention explicitly how many Shares are being subscribed to; and
- (ii) the full payment of the Exercise price of the Options which are being exercised, by bank transfer to a Company account for which the Company shall indicate the account number; and
- (iii) in the event that the Options are being exercised by a person or persons other than the Option Holder, an appropriate proof of the right of this person or persons to exercise the Options; and
- (iv) any declarations and documents that the Committee considers necessary or desirable in accordance with all applicable legal and regulatory regulations and for which the Committee asks submission.

All of the above must be in the possession of the Committee or of the above-mentioned person or department and/or should have been executed at the latest on the last day of the prescribed Option Exercise Period, unless a deviation is granted by the Committee as may be required under the circumstances.

7.4 Delivery of Shares

The Company is only required to deliver shares as a result of the Options being exercised insofar as the conditions specified under 7.3 are fulfilled.

Shares will be delivered in the form of nominative shares or dematerialized shares, as quickly as reasonably possible, taking into account the required administrative formalities, after the end of the Option Exercise Period during which the relevant Options have been validly exercised.

7.5 Transfer restrictions for the Shares acquired

The transferability of the Shares acquired as a result of the exercise of Options is not subject to any other restrictions other than those arising from mandatory legal provisions.

7.6 Limitation period for dividends

Dividends may be collected through the banking institutions to whom the Company entrusts the financial service for the payout of coupons. This list can be obtained from the Company's registered office upon request. For nominative shares or dematerialized shares, the right to receive any dividend lapses five years after the declaration made by the Board of Directors that such dividend is payable.

## **Article 8 - Cancellation of the listing of the Shares on a Stock Exchange**

In the event of the listing of the Shares being cancelled on a stock exchange, all unexercised Options, including those which are not yet exercisable, the exercise of the Options will be accelerated.

## **Article 9 - Administration**

### **9.1 Committee**

The Committee shall be made up of members of the "Remuneration and Nominations Committee" set up by the Board of Directors pursuant to Article 23 of the Company's Articles of Association. The "Remuneration and Nominations Committee" can decide to set up an Extraordinary Committee made up of Company directors only, to whom the "Remuneration and Nominations Committee" can delegate, in part or in full, the powers which have been delegated to her according to this Plan.

The function of Committee Member is not remunerated.

### **9.2 Obligations and powers of the Committee**

The following powers are hereby delegated to the Committee

- (i) The Committee has the duty of administering the Plan in accordance with the stipulations herein, under the supervision of the Board of Directors.
- (ii) The Committee has the power to interpret this Plan and consistent therewith to issue rules for its administration, interpretation and application, and/or to interpret, amend and revoke these rules.
- (iii) In the event of a change in the law and/or the current jurisprudence, the Committee shall be entitled to introduce a general deviation from the Plan it being understood that this deviation does not in any way lessen or shorten the rights of the Option Holder , except in case of mandatory legal provisions.

### **9.3 Decision of the Committee - Rule of majority**

The Committee shall only deliberate and decide on condition that at least a majority of its members are present or represented at the Committee meeting. Decisions taken by the Committee will be made by a simple majority of votes.

### **9.4 The Board of Directors retains the fully empowered authority to exercise all rights and obligations of the Committee under this Plan or to delegate them to another committee established by the Board of Directors at any time.**

## **Article 10 – Special aspects**

### **10.1 Liquidation of the Company**

In the event of the Company being placed in liquidation, the exercise of Options will be accelerated in accordance with the formalities set out below.

Contrary to article 7.2, the Options will be exercisable within fifteen (15) days following the date of the decision of the Company's general meeting with regard to placing the Company in liquidation.

In this case, Option Holders may indicate their intention to exercise their Options by registered letter within fifteen (15) days after the date, as stated in

the previous paragraph. The Exercise Price will then become due and payable within a month of the registered letter being sent.

#### 10.2 Merger or demerger

In the event of the merger or demerger or other reorganization of the Company or its Shares, the rights relating to any unexercised Options on the date of such reorganization, as well as the related Exercise price, will be altered in accordance with the exchange ratio applied to the existing Shares of the Company. In the event of merger by absorption, the Option holders will receive in exchange for their Options of the Company Options of the absorbing company on the basis of the above-mentioned exchange ratio.

#### 10.3 Changes to the capital structure of the Company

Contrary to article 501 (or any other provision with equivalent effect) of the (Belgian) Companies Act, the Company may take any decisions that it considers to be necessary in terms of its capital, articles of association or management, even if these decisions result in a reduction of the benefits allocated to the Option Holders, except where these decisions clearly have such reduction as their sole purpose.

Except in the latter case, an Option Holder, if his rights are affected by such a decision or transaction, shall not be entitled to a change of the Exercise Price, a change of the exercise conditions or any other form of (financial or other) compensation, unless otherwise provided by the Committee.

### **Article 11 - Miscellaneous**

#### 11.1 Alterations, suspensions and termination of this Plan

This Plan may be altered, suspended or terminated partially or wholly by the Board of Directors at any time. However, the modification, suspension, or termination of this Plan may not restrict the rights or obligations of an allocated Option without the consent of the Option Holder concerned except in case of mandatory legal provisions. No Options may be allocated during a period of suspension or after the termination of this Plan.

The Board of Directors is expressly authorized, within the framework of the Plan, to interpret and adapt the terms of the Plan for each of the countries in which the Plan is implemented, in order to bring it into conformity with the legislation in force in such country for recognized Option plans and in view of the optimization, e.g. under the tax and/or social laws, of the exercise conditions and the equality of treatment between the Selected Participants in the various countries.

#### 11.2 Mandatory legal provisions

All provisions of this Plan shall be subject to mandatory provisions of the applicable law of the countries where this Plan is exercisable.

#### 11.3 General Meetings of the Company

Convening notices and any documents related thereof shall be provided to the Option Holder solely by electronic mail (e-mail). Documents shall only be provided by regular mail upon the explicit written request of the Option Holder to the Company's registered office. Such written request needs to be renewed for each and every general meeting.

#### 11.4 Notifications

All notifications to Option Holders will be sent to the address stated in the register of Option Holders.

All notifications to the Company will only be valid when sent to the address of its registered office, as stated in this Plan.

Any changes of address must be notified to Company in writing in accordance with this provision.

#### 11.5 Costs

Any costs relating to this Plan will be borne by the Company.

Stamp duty, stock exchange taxes and other similar charges or taxes levied as the result of the exercise of the Option and the issue and the sale of the Shares, will be borne by the Option holders.

#### 11.6 Applicable legislation

Belgian law governs this Plan.

This Plan comes under the application of the law of twenty-six March nineteen hundred and ninety-nine relating to the Belgian action plan for employment opportunity nineteen hundred and ninety-eight and its various stipulations.

Under no circumstances does the law of three July nineteen hundred and seventy-eight relating to employment agreements apply to individual Option agreements. The allocation and acceptance of the Options are in no way a quid pro quo for work performed, nor should they be considered as remuneration. The Options expressly accepted by the employee are not to be considered in calculating the salary and, where appropriate, any period of notice and/or compensation and are not included in the calculation basis of group insurance cover or any other provisions.

#### 11.7 Jurisdiction

The tribunals of Kortrijk and the Court of Appeal in Ghent will rule exclusively on any dispute.