

THE INMARSAT PLC 2014 INTERNATIONAL SHARESAVE PLAN

FORM OF INSTRUCTION

THE ACQUISITION WILL IMPACT YOUR OPTIONS.

Please read this Form of Instruction together with the Letter from Inmarsat and Bidco dated 9 September 2019 carefully.

IF YOU DO NOT COMPLETE THIS FORM OF INSTRUCTION OR OTHERWISE EXERCISE YOUR OPTIONS BEFORE THEY LAPSE, YOU WILL RECEIVE NO VALUE FOR THEM.

This Form of Instruction is important and requires your immediate attention. It should be read with the Letter and the Scheme Document. Definitions used in the Letter and the Scheme Document apply in this Form of Instruction.

PLEASE COMPLETE AND RETURN THIS FORM OF INSTRUCTION BY EMAIL TO SHAREPLANS@INMARSAT.COM SO THAT IT IS RECEIVED BY 5 PM UK TIME ON 30 SEPTEMBER 2019.

If Court Sanction does not happen, this Form of Instruction will not be effective.

For details of the number of options you hold and which year your options were granted, please access the Equiniti portal (which will show the maximum number of options. That number will be reduced to reflect the savings made on exercise).

CHOICE 1: EXERCISE YOUR OPTIONS ON COURT SANCTION

If you want to exercise your options on Court Sanction, **please complete this Form of Instruction.**

Each of the Inmarsat Shares you receive on exercise of your options will be bought by Bidco under the Acquisition. You will receive USD 7.09 for each Inmarsat Share (less the cost of exercising your options and any income tax and social security contributions that Inmarsat is required to withhold). The payment will be made in your local payroll currency.

Once you have made your choice, you will not be able to change it.

CHOICE 2: EXERCISE YOUR OPTIONS WITHIN SIX MONTHS AFTER COURT SANCTION

You can choose to exercise your options after Court Sanction and within six months of that date (unless they lapse earlier under the International Sharesave Plan rules). You can save further monthly sums during this time if you wish.

When you are ready to exercise, you will need to complete a separate exercise form. This exercise form will be available from shareplans@inmarsat.com.

If you do not submit an exercise form so it is received and processed within the time set out above, any unexercised options will lapse and you will receive no value for them.

Each of the Inmarsat Shares you receive on exercise of your options will be bought by Bidco. You will receive USD 7.09 for each Inmarsat Share (less the cost of exercising your options and any income tax and social security contributions that Inmarsat is required to withhold). The payment will be made in your local payroll currency.

CHOICE 1

COMPLETE ALL SHADED AREAS AND ONLY TICK THE BOXES FOR OPTIONS THAT YOU HOLD

PLEASE TICK WHICH OPTIONS YOU WISH TO EXERCISE UNDER CHOICE 1 USING THE BOXES BELOW:

I wish to exercise my 2016 option at GBP 5.68 each on Court Sanction

AND/OR

I wish to exercise my 2018 option at GBP 3.0088 each on Court Sanction

AND/OR

I wish to exercise my 2019 option at GBP 4.2352 each on Court Sanction

ONCE YOU HAVE MADE YOUR CHOICE, YOU WILL NOT BE ABLE TO CHANGE IT. YOUR FORM MAY BE REJECTED IF IT IS NOT FULLY COMPLETED.

Please sign:

PRINT NAME:

Date:

Contact phone number:

Contact email:

Date of birth:

Party URN:

TERMS AND CONDITIONS

By completing and submitting this Form of Instruction, you:

- accept that, on Court Sanction, your options will be treated in accordance with the choice you have made in this Form of Instruction and your choice cannot be withdrawn or altered;

- confirm that you have had an opportunity to review the Scheme Document and the Letter and that you have read, understood and agree to these Terms and Conditions;
- accept that the choice you have made in this Form of Instruction is subject to the terms and conditions in the Letter and the Scheme Document;
- irrevocably agree that for the options for which you have ticked a box and chosen to exercise on Court Sanction:
 - your options will be automatically exercised on Court Sanction, using the savings contributions you have made up to that date and the Inmarsat Shares you receive on exercise will be bought by Bidco under the Acquisition (or Inmarsat may cash settle your options);
 - you will receive USD 7.09 for each Inmarsat Share (less the cost of exercising your options and any income tax and social security contributions that Inmarsat is required to withhold) which will be paid in your local payroll currency;
 - you appoint RBC cees Trustee Limited ("**RBC**") in its capacity as trustee of the Inmarsat Employees' Share Ownership Plan Trust as your nominee to hold any Inmarsat Shares you receive on exercise of your options, direct RBC to do any acts or things which it considers necessary or desirable to ensure that your Inmarsat Shares can take part in the Scheme;
 - you authorise Bidco, Inmarsat and/or any Bidco or Inmarsat group company to withhold and pay over to the relevant tax authority the amount of any income tax and/or social security contributions due on the exercise of your options to the extent Inmarsat is required to withhold those amounts by making deductions from the cash due to you under the Scheme;
 - you authorise Bidco and/or any Inmarsat group company to deduct the cost of exercising your options from the cash consideration due to you (or RBC as your nominee) under the Scheme. (The money you have saved locally is yours to keep);
 - you authorise Bidco to pay the cash consideration due to you (or RBC as your nominee) under the Scheme to Inmarsat and/or your employing company to be paid through payroll after Inmarsat and/or your employing company have made any necessary deductions referred to above or, if you have elected to receive the cash consideration in USD or GBP, RBC to be paid to you directly;
- confirm that you are or will be entitled to provide instructions on your options and understand that if your options have lapsed or have already been exercised in whole or in part, completing and returning this Form of Instruction will be of no effect;
- confirm that if you hold options for which you have not ticked a box in this Form of Instruction, you understand that you will need to complete a separate exercise form to exercise these options and if you do not do this before 6 months after Court Sanction (or earlier in accordance with the rules), those options will lapse and you will receive no value for them;
- appoint Bidco or Inmarsat or any director of Bidco or Inmarsat or any person nominated by them, as your agent to make any arrangements or do all acts or things and execute any documents as they consider necessary or desirable, in their absolute and unfettered discretion, to give effect to the choice you have made above and you hereby undertake to execute any further documents that may be required in connection with that choice and to confirm and ratify any such action properly or lawfully taken on your behalf by any agent appointed by or pursuant to this Form of Instruction;
- acknowledge and accept that:
 - you will receive the cash consideration in your payroll currency and, if different from USD or GBP, it will be converted to your payroll currency at the exchange rate available to Inmarsat on or around the date of payment;

- if you submit more than one Form of Instruction for your options, the choice indicated on the first Form of Instruction to be received will be applied to your options;
- neither Bidco nor Inmarsat will be responsible for any consequential loss in the event of the Form of Instruction being incorrectly completed or where it has been unable to obtain clarification of your instructions;
- all correspondence, consideration and any other item in connection with the International Sharesave Plan or your Inmarsat Shares will be sent to you at your own risk; and
- Bidco and Inmarsat will determine all questions as to form and validity, including the timing of receipt, of any Form of Instruction in their absolute discretion and may accept a Form of Instruction which is received after the specified time or which is not valid or complete in all respects. Neither Bidco nor Inmarsat will be under any duty to give notice of any defect or irregularity in any Form of Instruction or incur any liability for failure to give any such notification.

The Terms and Conditions and the Form of Instruction and any non-contractual obligations arising out of or in connection with these Terms and Conditions and the Form of Instruction are subject to English law and the jurisdiction of the courts in England and Wales.