
**RULES
OF
THE GREENCORE GROUP PLC
2023 RESTRICTED SHARE PLAN**

Adopted by the directors on 24 November 2022

Approved by shareholders on *[26 January 2023]*

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RULES OF THE GREENCORE GROUP PLC

2023 RESTRICTED SHARE PLAN

1. INTRODUCTION

1.1 Purpose of Plan

The purpose of this Plan is to facilitate the incentivisation, recruitment and/or retention of below-Board employees of the Company and its Subsidiaries.

1.2 Interpretation

In this Plan, unless the context otherwise requires, the following words and expressions have the following meanings:

Accounting Period	any period in respect of which the Company prepares an annual report and audited financial statements;
Acquiring Company	a company which obtains Control of the Company in the circumstances referred to in rule 9.1;
Acting in Concert	the meaning given to that expression in section 1 of the Irish Takeover Panel Act 1997 (as amended by Regulation 8 of the European Communities (Takeover Bids (Directive 2004/25/EC)) Regulations 2006) in its present form or as amended from time to time;
Adoption Date	[26 January 2023];
Award	a conditional share award granted in accordance with these rules;
Award Notification	the certificate or Electronic Communication issued in respect of the grant of an Award under rule 2.4;
Award Holder	an individual who holds an Award or, where the context permits, his legal personal representatives;
Base Salary	in relation to an Eligible Employee, his base remuneration (excluding bonuses, pensions contributions, commissions and benefits in kind) from the Group expressed as an annual rate as at the Date of Grant;
Company	Greencore Group plc incorporated in Ireland under company number 170116;
Control	the meaning given to that word by section 432 of TCA 1997;
Date of Grant	the date on which an Award is granted to an Eligible Employee determined in accordance with rule 2.4;
Eligible Employee	subject to rule 2.2, a person who is or is shortly to become an employee of any company within the Group and who is not a director of the Company;

Electronic Communication	has the same meaning given to those words in the Electronic Commerce Act 2000 and in addition includes in the case of notices or documents issued on behalf of the Company, such document being made available or displayed on a website of the Company or such other website as may be designated by the Remuneration Committee for the purpose of this Plan;
Employee Share Scheme	any employee share scheme of the Company which satisfies an incentive based award or option through the issue of new shares;
Executive Share Plan	any discretionary employee share plan adopted by the Company which is not an all employee share plan in which participation is offered on similar terms to all or substantially all employees of the Company or any of its subsidiaries whose employees are eligible to participate in the arrangement (provided that all or substantially all employees are not directors of the Company);
Existing Shares	Plan Shares which are in issue before the Vesting of an Award and which are to be used to satisfy such Vesting;
Group	the Company and its Subsidiaries from time to time and “ Group Member ” shall mean any of them;
LSE	the stock exchange operated by The London Stock Exchange plc on which the Company has its primary listing or any successor body to such exchange;
Malus or Clawback	means the discretion conferred on the Remuneration Committee to decide that the Vesting of an Award granted under this Plan or any other benefit conferred under this Plan or any other incentive plan is to be reduced or forfeited in the manner provided for in rule 16 ;
Market Value	the average over the three trading days immediately preceding the relevant date of the middle market quotation of a Plan Share (being the average of the best buying and selling prices quoted at the close of the market on each of those three trading days, as derived from the data published by the LSE) except that if any such dealing day is within a Proscribed Period, the mean shall be determined only from the price on those three dealing days which are not within the Proscribed Period;
New Award	an award granted by way of exchange under rule 9.1 ;
New Plan Shares	the shares subject to a New Award referred to in rule 9 ;
Performance Conditions	any performance condition or conditions which may apply to the Vesting of an Award;
Performance Period	the period or periods determined by the Remuneration Committee over which the Performance Condition, if any, are measured;

Plan	the Greencore Group plc 2023 Restricted Share Plan in its present form or as amended from time to time;
Plan Shares	fully paid ordinary shares in the capital of the Company;
Proscribed Period	any period as determined by the Secretary of the Company after taking account of all legal and regulatory requirements which restrict dealings in the Company’s shares provided however that each Award Holder shall be required to assume that such a Proscribed Period is in force at a given time until he has complied with the Company’s share dealing rules and has been notified by the Secretary of the Company that he is free to deal;
Remuneration Committee	the remuneration committee or some other duly authorised committee of the Board of Directors of the Company;
Reorganisation	any variation in the share capital of the Company, including but without limitation a capitalisation issue, rights issue and a sub division, consolidation or reduction in the capital of the Company;
Subsidiary	the meaning given to that word in section 7 of the Companies Act 2014;
Tax Liability	any tax, levy or social security contributions liability in connection with an Award for which the Award Holder is liable (or in the opinion of the Remuneration Committee is believed to be liable) and for which any Group Member or former Group Member is or may be obliged to account to any relevant authority;
TCA 1997	Taxes Consolidation Act 1997;
Trustee	the trustee or trustees of the Greencore Employee Benefit Trust (No. 3 Trust) or such other employee benefit trust as the Company or any other member of the Group may establish to act in substitution or in addition therefore;
Vest	an Award Holder becoming absolutely entitled to Plan Shares the subject of an Award in accordance with the terms set out in the Award Notification and the terms “Vesting”, “Vested” and “Vests” shall be construed accordingly; and
Vesting Period	the period or periods from the Date of Grant to the relevant Vesting date or dates specified in the Award Notification under rule 2.5(a)(iii) .

- 1.3 In the Plan, unless otherwise specified,
- (a) the contents and rule headings are inserted for ease of reference only and do not affect their interpretation;
 - (b) a reference to a rule is a reference to a rule of the Plan;

- (c) a reference to writing includes any mode of reproducing words in a legible form and reduced to paper;
- (d) the singular includes the plural and vice-versa and the masculine includes the feminine;
- (e) a reference to a statutory provision of an Act of the Oireachtas includes any statutory modification, amendment or re-enactment thereof;
- (f) the Interpretation Act 2005 applies to the Plan in the same way as it applies to an enactment;
- (g) references to writing shall be construed, unless the contrary intention appears, as including references to printing, lithography, photography and any other modes or representing or reproducing words in a visible form except as provided in these Rules and/or, where it constitutes writing in electronic form sent to the Company, the Company has agreed to its receipt in such form. Expressions in these Rules referring to execution of any document shall include any mode of execution whether under seal or under hand or any mode of electronic signature as shall be approved by the Remuneration Committee. Expressions in these Rules referring to receipt of any Electronic Communications shall, unless the contrary intention appears, be limited to receipt in such manner as the Remuneration Committee has approved; and
- (h) unless the contrary intention appears, the use of the word “address” in these Rules in relation to Electronic Communications includes any number or address used for the purpose of such communications.

2. GRANT OF AWARDS

2.1 Grant of Awards to Eligible Employees

From time to time Awards may be granted to Eligible Employees in accordance with the rules set out herein. No person will be entitled, as of right, to participate in the Plan.

2.2 Post Employment Restrictive Covenants

The Remuneration Committee may resolve that a person shall not be an Eligible Employee unless he is bound by a post employment restrictive covenant in such form as his employer shall have approved.

2.3 Role of the Remuneration Committee and the Trustee

In establishing this Plan and providing for its administration, the Board of the Company has delegated:-

- (a) the Remuneration Committee with the responsibility for the administration of the Plan;
- (b) the Remuneration Committee with the responsibility for making recommendations to the Trustee in regard to the grant of Awards; and
- (c) the Trustee with the responsibility for making Awards.

Any of these delegations may be revoked and reassigned at any time in the discretion of the Board. The Board and/or Remuneration Committee may from time to time make

or amend regulations for the administration of the Plan provided that such regulations shall not be inconsistent with the rules of the Plan.

2.4 Procedure for grant of Awards and Date of Grant

(a) No one shall be entitled to an Award until it has been granted in accordance with the rules.

(b) Unless the Board shall resolve otherwise, the terms of any Award shall be recommended to the Trustee by the Remuneration Committee in its absolute discretion and the Remuneration Committee shall communicate such recommendation to the Trustee following the exercise of such discretion.

(c) An Award shall be granted by the issue of an Award Notification. The date of grant (“**Date of Grant**”) of the Award shall be either the date specified on the Award Notification (in which case such date may not be earlier than the date the Remuneration Committee shall have resolved to recommend the grant the Award) or, if not specified, the date on which the Award Notification is issued.

(d) Except where the Trustee informs the Company that it already holds sufficient Shares which it may use to satisfy the Vesting of any Award which is to be granted in respect of Existing Shares, the Company shall on or before the granting of an Award:-

(i) lend or pay (or undertake to lend or pay) cash to the Trustee so that such trust may acquire (by purchase on or off market or, subject to (ii) below, by subscription for new Plan Shares) the relevant number of Plan Shares which are the subject of the Award; and/or

(ii) undertake to issue the Trustee the relevant number of Plan Shares which are the subject of the Award;

so that the Trustee shall hold and make available such Plan Shares in accordance with these rules. For the avoidance of doubt, an Award Holder shall have no beneficial interest in any cash payable to the Trustee under this rule or any shares held by the Trustee prior to the Vesting of the relevant Award.

2.5 Contents of Award Notification

(a) An Award Notification shall state:

(i) the Date of Grant;

(ii) the number of Plan Shares subject to the Award;

(iii) each date on which all or part of the Award may ordinarily Vest and the Performance Condition, if any, which shall determine such Vesting;

(iv) the number of Plan Shares which may Vest under the Award depending on the extent to which such Performance Conditions are achieved;

(v) the transfer restriction required by **rule 2.12**;

(vi) a statement that it is a condition of the grant that the Award Holder shall sign or acknowledge the Award Notification or such other notification as may be required by the Company in order to bind himself contractually to any such arrangement as is referred to in this Plan (including the application of Malus or Clawback and the acknowledgements referred to in **rule 18**) by such date as may be specified by the Remuneration Committee; and

(vii) any other conditions which the Remuneration Committee shall have recommended in respect of the grant of the Award.

(b) Subject thereto, an Award Notification shall be in such form as the Trustee or the Remuneration Committee, as applicable, may determine from time to time.

2.6 **Period allowed for grant of Awards**

Subject to **rules 2.7** and **2.8**, an Award may be granted only during the period of forty two days beginning on the dealing day following:

(a) the Adoption Date; or

(b) the preliminary announcement of the Company's final results, or the announcement of the Company's half-yearly results, to the regulatory information service of the LSE.

2.7 **Exceptions**

Notwithstanding **rule 2.6** but subject to **rule 2.8**, an Award may be granted outside the periods specified in **rule 2.6** in circumstances which the Remuneration Committee considers sufficiently important, urgent or exceptional to justify the grant of the Award at that time.

2.8 **Awards may not be granted during Proscribed Period**

An Award may not be granted during a Proscribed Period.

2.9 **Duration of Plan**

An Award may not be granted:

(a) earlier than the Adoption Date; nor

(b) later than the tenth anniversary of the Adoption Date.

2.10 **Persons to whom Awards may be granted**

An Award may not be granted to an individual who is not an Eligible Employee at the Date of Grant.

2.11 **Right to renounce Awards**

An Eligible Employee to whom an Award is granted may by notice in writing to the Company renounce in whole or in part his rights under the Award. In such a case, the Award shall to that extent be treated, for the purpose of the Plan as never having been granted. No consideration shall be due from the Company or the Trustee for any such renunciation.

2.12 Awards non-transferable

An Award shall be personal to the Eligible Employee to whom it is granted and shall not be capable of being transferred, charged or otherwise alienated except to the personal representative of a deceased Award Holder in accordance with **rule 7.1**.

3. LIMITS ON NUMBER OF PLAN SHARES PLACED UNDER AWARD

3.1 General

The number of Plan Shares which may be the subject of an Award under the Plan shall be limited as set out in this **rule 3**. In applying the limits, the computational provisions in **rule 3.3** shall apply.

3.2 Percentage Limits

No Plan Shares may be made the subject of an Award on a particular day if it would result in any of the following limits being exceeded:

(a) **10% in ten years limit**

No Award may be granted if it would have the effect of increasing the total number of new Plan Shares that have been, or may be issued, pursuant to awards and options granted under the Plan and any other Employee Share Schemes of the Company in the ten year period preceding the proposed Date of Grant so as to exceed 10% of the Company's issued share capital at the Date of Grant.

(b) **5% in ten years limit**

No Award may be granted if it would have the effect of increasing the total number of new Plan Shares that have been, or may be issued, pursuant to this Plan and any other Executive Share Plan of the Company in the ten year period immediately preceding the proposed Date of Grant so as to exceed 5% of the Company's issued share capital at the Date of Grant.

3.3 Computation

For the purpose of the limits contained in this **rule 3**:

(a) treasury shares held by the Company or any Subsidiary which are used to settle the Vesting of an Award shall count as newly issued Shares until such time as guidelines published by institutional investor representative bodies recommend otherwise;

(b) the limits shall count and apply to any Awards and Shares committed for issue under any sub plan or schedule created under **rule 18.4**;

(c) no account shall be taken of any Plan Shares where the right to receive such Plan Shares has been or is to be satisfied other than by the issue or allotment of any part of the share capital of the Company (including, without limitation, by the transfer of Existing Shares)

(d) there shall be disregarded any shares subject to an option or Award which has lapsed or otherwise become incapable of Vesting; and

(e) any shares committed for issue under an option or an award shall be taken into account by reference to the date when the grant is made so that such shares shall fall out of account on the tenth anniversary of the date of grant.

3.4 **Scaling down**

If the grant of an Award would cause any of the limits in this **rule 3** to be exceeded, such Award shall take effect as an award over the maximum number of Plan Shares which does not cause the limit to be exceeded. If more than one Award is granted on the same Date of Grant, the number of Plan Shares which would otherwise be subject to each Award shall be reduced pro rata.

4. **LIMIT FOR EACH ELIGIBLE EMPLOYEE**

4.1 Except in exceptional circumstances or where the Remuneration Committee determines that it is necessary for the recruitment or retention of key employees, the Market Value (as at the respective Dates of Grant) of any Plan Shares which are to be the subject of an Award to be granted to an Eligible Employee in any Accounting Period may not be in excess of 150% of the amount of Base Salary.

5. **PERFORMANCE CONDITIONS**

5.1 Unless the Remuneration Committee determines otherwise, the Vesting of Awards will not be subject to the satisfaction of a Performance Condition.

5.2 When issuing any Award, the Remuneration Committee may determine that Performance Conditions shall apply to all or part of the Award and in doing so shall specify the Performance Conditions which must be satisfied before the Award can Vest.

5.3 Where the Award is subject to Performance Conditions and subject to Rules 7 and 8, the Participant shall receive all or part of the Shares which are the subject of the Award depending on the extent to which the Remuneration Committee determines that the Performance Conditions have been satisfied in respect of such Award. The Remuneration Committee shall make such determination as soon as reasonably practicable after the end of the Performance Period relating to an Award which is subject to the satisfaction of a Performance Condition, To the extent that an Award does not Vest in full, the remainder will lapse immediately.

6. **VESTING OF AWARDS**

6.1 **Earliest date for the Vesting of Awards**

Subject to **rules 6.2, 7 and 8**, an Award or, if applicable a part of an Award, may not Vest earlier than the latest of:-

- (a) the date specified in the Award Notification; and
- (b) the date on which the Remuneration Committee determines that the Performance Conditions, if any, have been satisfied.

6.2 **Award Holder to be employed by a Group Member on Vesting of Award**

Subject to **rule 6.3 and 7**, an Award may Vest only while the Award Holder is employed by a Group Member and if an Award Holder ceases to be employed by a Group Member, any Award granted to him shall lapse immediately.

6.3 **Vesting during Proscribed Period**

If an Award Vests during a Proscribed Period, the Award Holder shall not acquire the Plan Shares which are the subject of the Award until after the Proscribed Period and provided that the Award Holder was an Eligible Employee at the start of such Proscribed Period, the Plan Shares shall be transferred to the Award Holder within 30 days of the end of the Proscribed Period.

6.4 **Transfer of Plan Shares on Vesting of Awards**

Subject to **rule** 6.3 and compliance with these rules, the Company or the Trustee, as applicable, shall, as soon as reasonably practicable and in any event not later than 30 days after the Vesting of an Award, procure the transfer to or for the benefit of the Award Holder of the number of Plan Shares which the Remuneration Committee has determined to have Vested under the Award by the delivery to the Award Holder or his nominee of such Plan Shares in certificated or uncertificated form, as appropriate.

6.5 **No payment unless specified**

No price shall be payable by an Award Holder upon the grant or Vesting of an Award.

6.6 **Cash equivalent in exceptional circumstances**

Except where the Remuneration Committee has already determined that this **rule** 6.6 will not apply to an Award, or any part of it, the Remuneration Committee may, at any time prior to the date on which an Award has Vested determine that, where the circumstances are exceptional, in substitution for his right to acquire some or all of the Plan Shares to which his Award relates, the Award Holder will instead receive a cash sum. The cash sum will be equal to the market value (as determined by the Remuneration Committee) of that number of the Plan Shares which would otherwise have been issued or transferred and for these purposes:

- (a) the market value will be determined on the date of Vesting; and
- (b) the cash sum will be paid to the Award Holder within 30 days after the Vesting of the Award, net of any deductions (including but not limited to any Tax Liability or similar liabilities) as may be required by law.

7. **VESTING OF AWARDS IN SPECIAL CIRCUMSTANCES**

7.1 **Death**

Notwithstanding **rules** 5.3, 6.1 and 6.2, if an Award Holder dies before the Vesting of his Awards, all of his Award shall lapse and shall not be capable of Vesting. Notwithstanding the foregoing, the Remuneration Committee may, in its absolute discretion allow all or part of the Plan Shares which are the subject of his Awards to Vest for the benefit of his personal representative, with such decision being made at any time during a period of up to twelve months following his death regardless of whether the Performance Conditions (if any) have then been satisfied in whole or in part.

7.2 **Injury, disability, redundancy, retirement etc**

Notwithstanding the provisions of **rules** 6.1 and 6.2, if an Award Holder is to cease or ceases to be employed by a Group Member before his Award is capable of Vesting by reason of:-

- (a) ill health, injury or disability evidenced to the satisfaction of the Remuneration Committee;
- (b) redundancy (within the meaning of the Redundancy Payments Acts 1967 to 2012 or any overseas equivalent) if the Remuneration Committee so decides;
- (c) retirement with the agreement of the Company; or
- (d) for any other reason, if the Remuneration Committee so decides;

all of his Awards shall lapse and shall not be capable of Vesting. Notwithstanding the foregoing, some or all of his Award may Vest but only to the extent determined by the Remuneration Committee in accordance with **rule 7.3** either on:

- (i) the end of applicable the Vesting Period in respect of all or part of the Award, or
- (ii) such other date as shall be determined by the Remuneration Committee in its absolute discretion (including, but not limited to, the date on which any post employment restrictive covenants entered into by the Award Holder expire).

7.3 **Extent of Vesting under Rule 7.2**

(a) Subject to rule 7.4 (and unless the Remuneration Committee determines otherwise in its absolute discretion because the circumstances are exceptional), the Remuneration Committee shall in its absolute discretion decide what percentage of Plan Shares, which are the subject of an Award Vesting under rule 7.2, is to be taken into account when determining what will be capable of Vesting under that Award at the end of the Performance Period, if any (or where there is no Performance Period, the Vesting Period) (the “**Fixed Percentage**”). If the Remuneration Committee does not exercise such discretions within six months of the date of cessation of the Award Holder’s employment, all of his Awards shall lapse immediately. For the avoidance of doubt, the Fixed Percentage need not be the same for all Awards which are to Vest.

(b) Where the Remuneration Committee determines that the Performance Conditions, if any, for that Award have been satisfied in whole or in part, the number of Plan Shares which shall Vest shall be the Fixed Percentage as reduced on a pro-rata basis to reflect the fact that the Performance Period (or where there is no Performance Period, the Vesting Period) has not expired and as further reduced to the extent that Performance Conditions, if any, are not satisfied in full. In each case, such reductions shall be determined by the Remuneration Committee.

7.4 **Consequence of breach of covenant or agreement**

The Remuneration Committee may, at any time prior to the date of eventual Vesting, and in its absolute discretion, revoke any determination under **rule 7.2** to permit an Award to continue for any reason, including (without limitation) where the Remuneration Committee determines that there has been a breach by the Award Holder of any restrictive covenants contained within his or her employment contract or any settlement agreement in respect of termination of his employment or in such form

required pursuant to **rule** 2.2 or otherwise, in which case the Award shall lapse immediately from the date of such revocation.

7.5 **Award Holder Relocating Abroad**

Notwithstanding any other provision of these Rules, if it is proposed that an Award Holder, while continuing to be an Eligible Employee, shall work in a country other than the country in which he is currently working and, by reason of such change he:

- (a) suffers less favourable tax treatment in respect of his Awards; or
- (b) becomes subject to a restriction that impedes or limits the issuance or transfer of the Plan Shares subject to an Award or limits or impedes his ability to hold or deal with such Shares,

his Award, at the discretion of the Remuneration Committee, may (i) be adjusted in a manner designed to overcome in whole or in part such tax treatment; or (ii) be adjusted in a manner designed to overcome in whole or in part, such restriction; or (iii) Vest in whole or in part, at such time or times as the Remuneration Committee shall determine.

7.6 **Meaning of ceasing to be employed within Group**

- (a) For the purpose of **rule** 6.2 or 7.3, an Award Holder shall not be treated as ceasing to be employed by a Group Member until he no longer holds any office or employment in the Company or any Subsidiary or, being a female employee who is absent from work by reason of pregnancy or confinement, she ceases to be entitled to exercise her right to return to work under the Maternity Protection Acts 1994 to 2004.
- (b) Where an Award Holder's contract of employment with the Group is terminated without notice, such employment shall be deemed to cease on the date on which the termination takes effect, and where the said contract is terminated by notice given by a Group Member or by an Award Holder, such employment shall be deemed to cease on the date on which that notice expires.

7.7 **Interaction of rules**

If an Award has become capable of Vesting under **rule** 7 and, during the period allowed for the Vesting of the Award under **rule** 7, the Award becomes capable of Vesting under **rule** 8 also (or vice versa), the period allowed for the Vesting of the Award shall be whichever of the two periods allowed by **rule** 7 and **rule** 8 shall be the first to expire.

8. TAKEOVER, RECONSTRUCTION, AMALGAMATION, MERGER, DEMERGER, WINDING UP OF COMPANY, EMPLOYER LEAVING THE GROUP OR OTHER EXCEPTIONAL EVENT

8.1 **General offer for Company**

Notwithstanding **rules** 5 and 6.1 but subject to **rules** 8.2, 8.6, 8.7 and 9,

- (a) if a person obtains Control of the Company as a result of making:
 - (i) a general offer to acquire the whole of the issued ordinary share capital of the Company which is made on a condition such that if it is satisfied the person making the offer will have Control of the Company; or

(ii) a general offer to acquire all the shares in the Company of the same class as the Plan Shares

(in either case, other than any shares already held by him or a person Acting in Concert with him); or

(b) if a person becomes entitled or bound to acquire shares in the Company under Chapter 2 of Part 9 of the Companies Act 2014 or Regulation 23 or 24 of the European Communities (Takeover Bids (Directive 2004/25/EC)) Regulations 2006;

Awards shall Vest and the Vesting shall take effect on such day as the Remuneration Committee shall determine provided that it shall be before the expiry of the period of two months beginning with the happening of the occurrence of the circumstance referred to in (a) or (b) as applicable.

8.2 **Reconstruction or amalgamation of Company**

Notwithstanding **rules 5** and 6.1 but subject to **rules 8.6, 8.7** and 9, if a person proposes to obtain Control of the Company in pursuance of a compromise or arrangement sanctioned by the court under Chapter 1 of Part 9 of the Companies Act 2014 or any in pursuance of any similar statutory procedure, Awards shall Vest subject to the compromise or arrangement becoming effective and shall take effect on the day the court sanctions the compromise or arrangement; and if the compromise or arrangement does not become effective, any conditional Vesting of an Award shall be of no effect and the Award shall continue to exist.

8.3 **Merger and Demerger**

Notwithstanding **rules 5** and 6.1 but subject to **rules 8.6, 8.7** and 9, if notice is given to shareholders of the Company of a merger of the Company with another company, or of a proposed demerger of a substantial part of the Group (whether such merger or demerger is effected by way of sale, distribution or in any other manner) the Remuneration Committee shall have the discretion to determine that:

(a) Awards shall Vest subject to the happening of the merger or demerger and shall be deemed to take effect on a day preceding the merger or demerger as the Remuneration Committee shall determine;

(b) the Company shall procure that the relevant proportion of the Plan Shares which are the subject of such Awards as determined by the Remuneration Committee shall be issued or transferred to Award Holders immediately prior to the happening of the merger or demerger; and

(c) if the merger or demerger is not completed, any conditional Vesting of an Award shall be of no effect and the Award shall continue to exist.

8.4 **Winding up of Company**

Notwithstanding **rules 5** and 6.1, if notice is given of a resolution for the voluntary winding-up of the Company Awards shall Vest subject to the passing of the resolution and shall take effect on the day the resolution is passed; and if the resolution is not passed, any conditional Vesting of an Award shall be of no effect and the Award shall continue to exist.

8.5 **Other Exceptional Event**

Notwithstanding **rules** 5 and 6.1 but subject to **rule** 8.7, if any other event of a similar nature to those described in **rules** 8.1 to 8.4 occurs which affects the Company's shares to a material extent, but which does not necessarily result in a person obtaining Control of the Company, the Remuneration Committee shall have the discretion to determine whether;

- (a) Awards shall Vest subject to the completion of the event shall take effect on the day the date of such completion; and
- (b) if the event does not complete, any conditional Vesting of an Award shall be of no effect and the Award shall continue to exist; or
- (c) all subsisting Awards shall continue to exist without any Vesting or any adjustment to their terms.

8.6 **Employer leaving the Group and/or TUPE**

Notwithstanding the provisions of rules 6.1 and 6.2, if an Award Holder is to cease or ceases to be employed by a Group Member before his Award is capable of Vesting by reason of his office or employment being with either a company which is to cease to be a Group Member or relating to a business or part of a business which is to be transferred to a person who is not a Group Member the Remuneration Committee shall have the discretion to determine that:

- (a) his Awards or a proportion of his Awards shall Vest subject to the happening of the transfer and shall be deemed to take effect on a day preceding the transfer as the Remuneration Committee shall determine;
- (b) the Company shall procure that the relevant proportion of the Plan Shares which are the subject of such Awards as determined by the Remuneration Committee shall be issued or transferred to Award Holders immediately prior to the happening of the transfer; and
- (c) if the transfer is not completed, any conditional Vesting of an Award shall be of no effect and the Award shall continue to exist.

8.7 **The number of Plan Shares which may Vest**

The number of Plan Shares which may Vest pursuant to **rules** 8.1 to 8.5 above shall be reduced on a pro rata basis (by reference to the number of days elapsed in the Performance Period, or where there is no Performance Period, the Vesting Period)) as determined by the Remuneration Committee to reflect the fact that the full term of the Performance Period (or where there is no Performance Period, the Vesting Period) has not expired although the Remuneration Committee can decide not to pro-rate an Award if it regards it as inappropriate to do so in the particular circumstances.

8.8 **Meaning of "obtains Control of the Company"**

For the purpose of this **rule** 8, a person shall be deemed to have obtained Control of the Company if he and others Acting in Concert with him have together obtained Control of it.

8.9 **Notification of Award Holders**

The Remuneration Committee shall, as soon as reasonably practicable, notify each Award Holder of the occurrence of any of the events referred to in this **rule 8**.

8.10 **Early Vesting**

If the Remuneration Committee determines that there would be any adverse tax consequence if an Award were to Vest on or after an event described in this rule 8, then the Remuneration Committee may resolve that Awards will Vest on an earlier date.

9. **EXCHANGE OF AWARDS ON TAKEOVER OF COMPANY**

9.1 **Exchange of Awards**

If the person referred to in **rule 8.1** or **8.2** (reading the reference in **rule 8.2** to “proposes to obtain” as “obtains”), or any person Controlling such person, is a company (“**Acquiring Company**”), an Award Holder may by agreement with the Acquiring Company, release his Award in whole or in part in consideration of the grant to him of a new award or option (“**New Award**”) which is equivalent to the Award but which relates to shares (“**New Plan Shares**”) in:

- (a) the Acquiring Company; or
- (b) a company which has Control of the Acquiring Company; or
- (c) a company which either is, or has Control of, a company which is a member of a consortium within the meaning of section of 410 TCA 1997 which owns either the Acquiring Company or a company having Control of the Acquiring Company.

9.2 **Meaning of “equivalent”**

The New Award shall not be regarded for the purpose of this **rule 9** as equivalent to the Award unless it shall be on such terms as shall have been approved in advance by the Remuneration Committee.

10. **ADJUSTMENT OF AWARDS ON REORGANISATION**

10.1 **Power to adjust Awards**

In the event of a Reorganisation, the number of Plan Shares subject to an Award may be adjusted in such manner as the Remuneration Committee determine to be, in their opinion, fair and reasonable.

10.2 **Notification of Award Holders**

The Remuneration Committee shall, as soon as reasonably practicable, notify each Award Holder of any adjustment made under this **rule 10**. The Remuneration Committee may call in for endorsement or cancellation and re-issue any Award Notification in order to take account of such adjustment.

11. **LAPSE OF AWARDS**

An Award shall lapse on the earliest of:-

11.1 if applicable, the Remuneration Committee determining that the Performance Conditions have been satisfied neither in whole nor in part in relation to the Award and can no longer be satisfied either in whole or in part;

11.2 the Award Holder dying or ceasing to be employed by a Group Member and the Remuneration Committee making no determination in accordance with **rule 7** within the applicable time period;

11.3 the Award Holder ceasing to be employed by a Group Member for the reason that his employment has been terminated for cause provided however that if any tribunal or court shall determine that such termination was unfair, this **rule 11.3** shall not apply and rules 7.2(d) and 7.3 shall apply except that the determination to be made by the Remuneration Committee under **rule 7.3(a)** may be made within six months of the date of the final non appeal decision of such tribunal or court.

11.4 the date on which it is provided that the Award shall lapse under **rules 7** and **8**;

11.5 the date on which a resolution is passed or an order is made by the court for the compulsory winding up of the Company; and

11.6 the date on which the Award Holder becomes bankrupt, enters into a compromise with his creditors generally or purports to transfer, charge or otherwise alienate the Award.

12. **RIGHTS ATTACHING TO PLAN SHARES**

12.1 **Ranking**

Prior to Vesting an Award Holder shall have no rights over or in respect of any Plan Shares which are capable of being acquired under the relevant Award. On the Vesting of an Award, the relevant Plan Shares shall, as to voting, dividend and other rights, including those arising on a liquidation of the Company, rank equally in all respects and as one class with the Plan Shares in issue at the date of such Vesting save that the Award Holder shall have no entitlement in respect of any right attaching to such Plan Shares arising by reference to a record date prior to the date of such Vesting.

12.2 **Dividend Equivalent**

(a) The Remuneration Committee may grant an Award on the basis that the number of Plan Shares to which the Award relates will be increased by deeming some or all dividends (excluding special dividends, unless the Remuneration Committee determines otherwise) paid on Shares in respect of which the Award Vests from the Grant Date until the date of Vesting to have been reinvested in the purchase of additional Plan Shares on such terms (including the deemed purchase price(s) and whether the dividend tax credit is included or excluded) as the Remuneration Committee will determine; or

(b) The Remuneration Committee may determine at any time that an Award Holder will be entitled to a benefit calculated by reference to the value of some or all of the dividends (excluding special dividends, unless the Remuneration Committee determines otherwise) that would have been paid on Plan Shares in respect of which the Award Vests from the Grant Date until the date of Vesting and the Remuneration Committee will determine if the benefit will be delivered in the form of cash or Plan Shares ("**Dividend Shares**").

(c) Upon the Vesting of an Award, or part thereof, in respect of Shares sourced from the unissued share capital of the Company, the Remuneration Committee, in its absolute discretion, may determine to procure that the Board shall allot such additional number of Plan Shares as shall equal the entitlement to Dividend Shares that would have been transferred to the Award Holder had he received an Award or Shares sourced from the pool of Shares held by the Trustee.

(d) For the avoidance of any doubt, the proceeds payable to the Trustee in respect of any repurchase by the Company of Shares from the Employee Benefit Trust are not within the remit of this rule 12.2.

13. WITHHOLDING TAX AND SOCIAL SECURITY CONTRIBUTIONS

13.1 Deductions otherwise required to be made by Company on behalf of Award Holder

Where, in relation to an Award granted under the Plan, the Company or any Group Member or former Group Member (as the case may be) is liable, or is in accordance with current practice believed by the Remuneration Committee to be liable, to account to any revenue or other authority for any sum in respect of any Tax Liability of the Award Holder:-

(a) the Award may not Vest unless the Award Holder has beforehand paid to the Company or the member of the Group (as the case may be) an amount sufficient to discharge such liability; or

(b) the Remuneration Committee may resolve that the Award shall Vest on the basis that some or all of the Plan Shares shall be transferred so as to be held by a nominee appointed by the Remuneration Committee and thereafter sold by such nominee so that there shall be enough proceeds from such sale which can then be paid to the Company or the member of the Group (as the case may be) so as to reimburse it for the withholding required in respect of the tax or social security liability of the Award Holder.

Alternatively, the Award Holder may, by agreement with the Company or the member of the Group (as the case may be) enter into some other arrangement to ensure that such amount is available to them or it to discharge such liability (whether by authorising the sale of some or all of the Plan Shares subject to his Award and the payment to the Company or the member of the Group (as the case may be) of the requisite amount out of the proceeds of sale or otherwise).

13.2 Tax liability payable by Award Holder

Where, in relation to an Award granted under the Plan, an Award Holder is liable, or is in accordance with current practice believed by the Remuneration Committee to be liable, to account to any revenue or other authority for any sum in respect of any Tax Liability in respect of the Vesting of an Award, the Award Holder shall be required to sell enough of the shares which he shall receive on the Vesting of such Award unless the Award Holder has satisfied the Company that he already has sufficient funds to discharge the liability. Where the Award Holder shall be required under this **rule** 13.2 to sell some of the shares which he shall receive on the Vesting of such Award, the Award Holder may, by agreement with the Company or the Group Member or former Group Member (as the case may be) enter into some other arrangement to ensure that they or it are authorised to arrange for the sale of the relevant number of the Plan Shares

which are subject to his Award so as to raise the requisite amount out of the proceeds of sale or otherwise to discharge such liability.

13.3 **Execution of Award Notification by Award Holder**

The Company may require an Award Holder to execute or accept electronically the terms of the Award Notification or some other notification in order to bind himself contractually to any such arrangements as are referred to in **rules** 13.1 and 13.2 and return the executed document to the Company by a specified date. Failure to return the executed document by the specified date shall cause the Award to lapse.

13.4 **Provision of relevant information**

An Award Holder shall provide to the Company as soon as reasonably practicable such information as the Company reasonably requests for the purpose of complying with its obligations under sections 897 and 897B of the TCA 1997.

14. **RELATIONSHIP OF PLAN TO CONTRACT OF EMPLOYMENT**

14.1 Notwithstanding any other provision of the Plan:

(a) the Plan shall not form part of any contract of employment between the Company or any Subsidiary and an Eligible Employee;

(b) unless expressly so provided in his contract of employment, an Eligible Employee has no right or entitlement to be granted an Award or any expectation that an Award might be made to him, whether subject to any conditions or at all;

(c) the benefit to an Eligible Employee of participation in the Plan (including, in particular but not by way of limitation, any Awards held by him) shall not form any part of his remuneration or count as his remuneration for any purpose and shall not be pensionable; and

(d) the rights or opportunity granted to an Award Holder on the making of an Award shall not give the Award Holder any rights or additional rights and if an Award Holder ceases to be employed by a Group Member, he shall not be entitled to compensation for the loss of any right or benefit or prospective right or benefit under the Plan (including, in particular but not by way of limitation, any Awards held by him which lapse by reason of his ceasing to be employed by a Group Member) howsoever arising in all jurisdictions whether at common law, in tort, in contract, in equity or under statute and (without prejudice to the generality of the foregoing) including any claim for compensation by way of damages for unfair dismissal, wrongful dismissal, breach of contract or otherwise;

(e) an Award Holder shall not be entitled to any compensation or damages for any loss or potential loss which he may suffer by reason of being unable to acquire or retain Shares, or any interest in Shares pursuant to an Award in consequence of the loss or termination of his office or employment with the Company or any present or past Subsidiary for any reason whatsoever (whether or not the termination is ultimately held to be wrongful or unfair); and

(f) by accepting the grant of an Award and not renouncing it, an Award Holder is deemed to have agreed to the provisions of this **rule** 14.

15. **ADMINISTRATION OF PLAN**

15.1 **Remuneration Committee's decision final and binding**

The decision of the Remuneration Committee shall be final and binding in all matters relating to the application or interpretation of the rules of the Plan or the administration of the Plan, including but not limited to:-

- (a) the exercise of any discretion conferred on the Remuneration Committee by the rules of the Plan; or
- (b) the resolution of any ambiguity in the rules of the Plan.

15.2 **Suspension or termination of grant of Awards**

The Remuneration Committee may terminate or from time to time suspend the grant of Awards.

15.3 **Shareholder communications**

The Company may send to Award Holders copies of any notice or other document sent by the Company to its shareholders generally.

15.4 **Cost of Plan**

The cost of introducing and administering the Plan shall be met by the Company or Subsidiaries whose employees are participating in the Plan. To the extent that the Company meets these costs, the Company shall be entitled, if it wishes, to charge an appropriate part of such cost to a Subsidiary whose employees are participating in the Plan. The Company shall also be entitled, if it wishes, to charge to a Subsidiary the opportunity cost of Plan Shares transferred to an Award Holder employed by the Subsidiary following the Vesting of his Award.

16. **MALUS OR CLAWBACK**

16.1 The Remuneration Committee may decide at any time prior to the date on which an Award Vests, that the Award Holder to whom the Award was issued (the "**relevant Award Holder**") shall be subject to Malus and may therefore decide to:

- (a) reduce the number of Shares to which an Award relates;
- (b) cancel an Award;
- (c) impose further conditions on an Award; or
- (d) delay the Vesting of the Award if the action or conduct of the relevant Award Holder, Group Member or relevant business unit is under investigation by the Company, or the Company has been notified by a regulatory authority that an investigation into such action or conduct has been commenced so that the delivery of the Plan Shares in respect of such Award will be delayed until any action or investigation is completed;

in circumstances in which the Remuneration Committee considers such action is appropriate including, but not limited to, the circumstances set out in Rule 16.8.

16.2 The Remuneration Committee may determine, at any time after the Vesting and up to the second anniversary of the Vesting of an Award that the relevant Award Holder shall

be subject to Clawback in circumstances in which the Remuneration Committee considers such action is appropriate including, but not limited to, the circumstances set out in Rule 16.9:

(a) the Remuneration Committee may require the Vested Award to be cancelled;

(b) the Remuneration Committee may require the Award Holder to forfeit the right to all or part of the Plan Shares which would, but for the operation of this **rule** 16.2, be transferable to the relevant individual at the end of the Vesting Period for such Award; and/or

(c) the Remuneration Committee may reduce (including, if appropriate, reducing to zero):

(i) the extent to which any other subsisting Awards held by the relevant Award Holder are to Vest notwithstanding the extent to which any Performance Condition and/or any other condition imposed on such other Awards have been satisfied; and/or

(ii) the extent to which any rights to acquire Shares (including annual incentive deferred into Shares) granted to the relevant Award Holder under any share incentive plan (other than the Plan) operated by any Company in the Group Vest or become exercisable notwithstanding the extent to which any conditions imposed on such rights to acquire Shares have been satisfied; and/or

(iii) the number of Shares subject to any Vested but unexercised option;

(iv) the amount of the next bonus (if any) which would, but for the operation of this rule 16 be payable to the relevant Award Holder under any bonus plan operated by any Group Member; and/or

(v) the number of Shares subject to any Vested but unexercised right to acquire Shares granted to the relevant Award Holder under any share incentive plan (other than the Plan) operated by any Company in the Group;

(d) where Plan Shares have been delivered to the relevant Award Holder, the Remuneration Committee may require the relevant Award Holder to transfer to the Company (or as the Company directs) for nil consideration some or all of the Plan Shares delivered to him or her under the Award, or pay to the Company (or as the Company directs) an amount equal to the value of those Shares (as determined by the Remuneration Committee) on such terms as the Remuneration Committee may direct (including, but without limitation to, on terms that the relevant amount is to be deducted from the relevant Award Holder's salary or from any other payment to be made to the relevant Award Holder by any Group Member)

16.3 Any reduction made pursuant to rule 16.2(c)(i) and/or rule 16.2(c)(ii) shall take effect immediately prior to the Award Vesting (or at such other time as the Remuneration Committee decides) and any reduction made pursuant to rule 16.2(c)(iii), rule 16.2(c)(iv) and / or rule 16.2(c)(v) shall take effect at such time as the Remuneration Committee decides.

- 16.4 The Remuneration Committee shall have the discretion to determine the basis on which the amount of cash or Plan Shares that is the subject of a Clawback is calculated, including whether and if so to what extent to take account of any Tax Liability applicable to the Award.
- 16.5 This rule 16 may be applied in different ways for different relevant Award Holders in relation to the same or different events, or in different ways for the same relevant Award Holder in relation to different Awards.
- 16.6 The relevant Award Holder will not be entitled to any compensation in respect of any adjustment under this Rule 16, and the operation of Malus or Clawback will not limit any other remedy any member of the Group may have.
- 16.7 Where a relevant Award Holder is required to transfer any Shares or to forfeit the right to any Shares under this Rule 16, such Plan Shares shall be deemed to be forfeitable shares.
- 16.8 The circumstances in which Malus may apply include but are not limited to:
- (a) a material misstatement of the Company's audited results or the audit results of any of its Subsidiaries for any of the financial years ending after the grant of such Award. The Remuneration Committee will in its sole discretion determine what constitutes a material misstatement;
 - (b) any information relied on in determining the number of Shares over which an Award was granted proves to have been incorrect and, in any case, the Award was granted in respect of a greater number of Shares than would have been the case had there not been such reliance on incorrect information or had such error not been made or had such event not occurred;
 - (c) the Group or part of the Group (in respect of which the relevant Award Holder has performed any functions or oversight role), in the reasonable opinion of the Remuneration Committee, following consultation with the Audit Committee of the Board, if applicable, suffered a material failure of risk management;
 - (d) a material breach of any applicable health and safety regulations by the Company, any Group Member or a relevant business unit; and/ or
 - (e) serious reputational damage to the Company, any Group Member or a relevant business unit as a result of the relevant Award Holder's misconduct or otherwise.
- 16.9 The circumstances in which Clawback may apply include, but are not limited to:
- (a) a material misstatement of the Company's audited results or the audit results of any of its Subsidiaries for any of the financial years ending after the grant of such Award. The Remuneration Committee will in its sole discretion determine what constitutes a material misstatement;
 - (b) any information relied on in determining the number of Shares over which an Award was granted proves to have been incorrect and, in any case, the Award was granted in respect of a greater number of Shares than would have been the case had there not been such reliance on incorrect information or had such error not been made or had such event not occurred;

(c) the Board forms the view that in assessing the extent to which any Performance Condition and/or any other condition imposed on the Award was satisfied such assessment was based on an error, or on inaccurate or misleading information or assumptions and that such error, information or assumptions resulted either directly or indirectly in that Award Vesting to a greater degree than would have been the case had that error not been made;

(d) some or all of the Performance Conditions, which were deemed to have been satisfied in respect of an Award, have only been satisfied as a consequence of any direct or indirect manipulation on the part of the relevant Award Holder. For the purpose of this Rule, “manipulation” means anything done, without the knowledge of the Board, for the relevant Award Holder’s own personal gain which is unreasonable and not done for the benefit of the Company;

(e) the Group or part of the Group (in respect of which the relevant Award Holder has performed any functions or oversight role), in the reasonable opinion of the Remuneration Committee following consultation with the Audit Committee of the Board, if applicable, suffered a material failure of risk management;

(f) the relevant Award Holder is found guilty of or pleads guilty to a crime that is related to or damages the business or reputation of the Company or any of its Subsidiaries;

(g) the relevant Award Holder is guilty of serious misconduct or gross negligence, which causes loss or reputational damage to the Company or any of its Subsidiaries; or

(h) the relevant Award Holder is in breach of any applicable restrictions on competition, solicitation or the use of confidential information (whether arising out of the relevant Award Holder’s employment contract, his termination arrangements or any internal policies).

16.10 The Remuneration Committee may decide at any time to reduce the number of Shares subject to an Award (including, if appropriate, reducing to zero) to give effect to a malus or clawback provision of any form contained in any incentive plan (other than the Plan) or bonus plan operated by any Company in the Group. The value of the reduction shall be in accordance with the terms of the malus or clawback provision in the relevant plan or, in the absence of any such term, on such basis as the Remuneration Committee decides is appropriate.

16.11 If the Remuneration Committee exercises its discretion in accordance with this Rule 16, it will confirm this in writing to each relevant Award Holder and, if necessary, the Trustee.

16.12 Notwithstanding any other rule of the Plan, this Rule 16 will continue to apply after the cessation of a Participant’s office or employment with a Group Member for any reason, whether or not any termination is lawful.

16.13 For the purposes of this rule 16:

(a) an Award Holder includes a former Award Holder; and

(b) a Group Member or relevant business unit includes any former Group Member or former business unit.

17. AMENDMENT OF PLAN

17.1 Power to amend Plan

Subject to **rule 17.2** and 17.3 the Remuneration Committee may from time to time amend (including the adoption of any addendum or sub-plan) the rules of the Plan. Without prejudice to the generality of the forgoing, the Remuneration Committee may make an amendment (including the adoption of any addendum or sub plan) which is necessary or desirable in order to take account of a change of legislation or to obtain or maintain favourable tax, exchange control or regulatory treatment for Award Holders, the Company or some other member of the Group whether in Ireland or abroad.

17.2 Amendments to Plan

Without the prior approval of the Company in general meeting, an amendment may not be made to the advantage of Eligible Employees to:

- (a) the definition of “Eligible Employee”;
- (b) the limit on the number of Plan Shares which may be placed under award under the Plan as set out in **rule 3**;
- (c) the limitations set out in **rule 4**;
- (d) the basis for determining a participant’s entitlement to, and the terms of, Shares or cash to be provided under the Plan;
- (e) save as set out at sub-rule (b), the adjustments that may be made in the event of a variation of capital; and
- (f) the terms of this rule 17.2.

17.3 Rights of existing Award Holders

(a) An amendment may not adversely affect the rights of an existing Award Holder except where the amendment has been approved by the existing Award Holders in such manner as would be required by the Company’s articles of association (with appropriate changes) if the Plan Shares subject to their Awards had been issued or transferred to them (so that they had become shareholders in the Company) and constituted a separate class of shares.

(b) Subject to such requirements and restrictions as the Remuneration Committee may specify, the Company may permit Award Holders who are not physically present at a meeting to vote by electronic means at a meeting of Award Holders convened for the purpose of adopting a resolution to approve an amendment under this **rule 17.2**.

17.4 Notification of Award Holders

The Remuneration Committee shall, as soon as reasonably practicable, notify each Award Holder of any amendment to the rules of the Plan under this **rule 17**.

17.5 Changes to take account of foreign jurisdiction

The Remuneration Committee may incorporate additional appendices to the Rules in any jurisdiction in which employees are based. These appendices may vary the Rules or establish country specific sub plans where such amendments are intended to

benefit the administration of the plan, to take account of a change in legislation or to obtain or maintain favourable tax, exchange control or regulatory treatment for participants in the plan or for the Company or Group Member operating the plan. The Shares issued pursuant to any Award granted under any additional schedule will count towards the overall limits on the number of Plan Shares that may be issued under the Plan.

18. DATA PROTECTION

18.1 By accepting the grant of an Award, an Award Holder acknowledges that his or her personal data will be processed and disclosed as follows:

(a) by the Company, the Trustee or any Group Member employing the Award Holder as they are required to collect, process and utilise the personal information or other relevant information pertaining to the Award Holder for purposes directly relevant to the Award granted to the Award Holder, and to disclose or transfer such information to other Group Members and, if necessary, a third party (including any broker, registrar or administrator) for the purpose of administering the Plan;

(b) by the Company, the Trustee, any Group Member employing the Award Holder and any such third party so that they may utilise such information for the purpose of administering the Plan, provided that such information shall be kept confidential and shall not be used by any of them for any purposes not related to the administration of the Plan;

(c) by the Company, the Trustee, any Group Member employing the Award Holder and any such third party (any of which may be located in the EU or outside of the EU) so that they may transfer the personal information or other relevant information pertaining to the Award Holder in the EU or outside of the EU for the purpose of administering the Plan (in which case the transfer shall be governed by “model contract clauses” or equivalent measures required under EU data protection laws); and

(d) by and to any future purchaser of the Company or Subsidiary employing the Award Holder, or any future purchaser of their respective undertakings or any parts thereof, for the purpose of administering the Plan and/or confirming the Award Holder’s entitlement to an Award and/or any Plan Shares where such entitlement is relevant to such purchase.

18.2 The Award Holder acknowledges that the purposes described in **rule 18.1** are necessary for the performance of the Plan or are otherwise necessary for the legitimate interests of the Company, the Trustee or any Group Member employing the Award Holder in connection with the administration of the Plan. Should the Award Holder exercise any data subject rights in relation to his or her personal data, such as the right of objection or erasure, the Award Holder acknowledges that it may no longer be possible to administer the Plan in respect of the Award Holder. In that case the Awards may lapse and shall not be capable of Vesting and the Award Holder shall be deemed to have waived (without any right to compensation) any right to Plan Shares which are being held on his behalf by the Trustee.

18.3 Each Award Holder shall be provided with the information regarding the following by the Company, the Trustees or any Group Member employing the Award Holder to the extent that they are acting as controllers of the Award Holder’s personal data (save where the Award Holder already has the information):

- (a) the purpose of the collection and use of the personal information or other relevant information pertaining to the Award Holder;
- (b) the information to be collected and used;
- (c) the period and method of retention and use of the personal information or other relevant information pertaining to the Award Holder;
- (d) details of any third parties to whom their information is disclosed or transferred including the purpose of such disclosure or transfer and, where applicable, the safeguards applied to any transfers of data outside of the EU;
- (e) the rights of the Award Holder in respect of access to, rectification and deletion of their information and any related disadvantages;
- (f) where applicable, the contact details of the Data Protection Officer of the relevant controller; and
- (g) the right to complain to the relevant data protection supervisory authority.

19. NOTICES

19.1 Notice by Company or Remuneration Committee

Any notice, document or other communication given by, or on behalf of, the Company or the Remuneration Committee to any person in connection with the Plan shall be deemed to have been duly given if delivered to him at his place of work, if he is employed with the Group, or sent through the post in a pre-paid envelope to the address last known to the Company to be his address and, if so sent, shall be deemed to have been duly given on the date of posting.

19.2 Electronic Communications

Any notice, document or other communication given by, or on behalf of, the Company or the Remuneration Committee to any person in connection with the Plan shall be deemed to have been duly given if:-

- (a) sent by means of electronic mail or other means of Electronic Communication approved by the Remuneration Committee to the address of the person notified to the Company by the person for such purpose (or if not so notified, then to the address of the person last known to the Company); or
- (b) made available or displayed on a website of the Company such other website as may be designated by the Remuneration Committee for the purpose of this Plan from time to time.

19.3 Deceased Award Holders

Any notice, document or other communication so sent to an Award Holder shall be deemed to have been duly given notwithstanding that such Award Holder is then deceased (and whether or not the Company has notice of his death) except where his personal representatives have established their title to the satisfaction of the Company and supplied to the Company an address to which notices, documents and other communications are to be sent.

19.4 **Notice to Company or Remuneration Committee**

Any notice, document or other communication given to the Company or the Remuneration Committee in connection with the Plan shall be delivered or sent by post to the Company Secretary at the Company's registered office or such other address as may from time to time be notified to Award Holders but shall not in any event be duly given unless it is actually received at such address.

19.5 **Alternative Form or Manner of Notice**

Where the giving of any notice of document by or to the Company or the Remuneration Committee in connection with the Plan would otherwise render this Plan or the Company subject to any securities laws which the Company in its absolute discretion considers onerous, the Remuneration Committee may resolve that the requirement to give such notice or document shall be dispensed with or communicated in some other form or manner.

20. **SEVERABILITY**

If any provision in this Plan is for any reason held by any Court or other competent authority of any jurisdiction to be illegal, invalid or unenforceable in whole or in part, the remaining provisions of this Plan shall continue to be valid and, if appropriate, the affected provision and the legality, validity or enforceability of such provision in any other jurisdiction shall be unaffected.

21. **GOVERNING LAW**

The formation, existence, construction, performance, validity and all aspects whatsoever of the Plan, any term of the Plan and any Award granted under the Plan shall be governed by Irish law. The Irish courts shall have jurisdiction to settle any dispute which may arise out of, or in connection with, the Plan. The jurisdiction agreement contained in this **rule 21** is made for the benefit of the Company only, which accordingly retains the right to bring proceedings in any other court of competent jurisdiction. By accepting the grant of an Award and not renouncing it, an Award Holder is deemed to have agreed to submit to such jurisdiction.

22. **ARBITRATION**

Any dispute, controversy, or claim arising out of, or in relation to, this Plan or any Award, including the validity, invalidity, breach, or termination thereof may be referred by the Company to arbitration pursuant to the provisions of the Arbitration Act 2010 and any Award Holder so affected shall submit to such arbitration. The number of arbitrators shall be one. The seat of the arbitration shall be the city in which the Award Holder is employed. The arbitral proceedings shall be conducted in English. The jurisdiction agreement contained in this **rule 22** is made for the benefit of the Company only, which accordingly retains the right to bring proceedings in any other court of competent jurisdiction. By accepting the grant of an Award and not renouncing it, an Award Holder is deemed to have agreed to submit to such jurisdiction.