

CPL RESOURCES PLC

**RULES
OF THE
CPL RESOURCES PLC
2013 LONG TERM INCENTIVE PLAN**

For display prior to submission to the shareholders of Cpl Resources plc for approval
at the Annual General Meeting to be held on 21 October 2013 at 4.00 pm

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1. Definitions and Interpretation

1.1 In these Rules, unless the context otherwise requires, the following words and expressions shall bear the meanings set out below:

“**Accounting Period**” means any period in respect of which the Company prepares a report and audited financial statements;

“**acting in concert**” has the meaning given to that term in the Irish Takeover Panel Act 1997 (as amended);

“**Act**” means the Taxes Consolidation Act, 1997;

“**Adoption Date**” means the date on which the shareholders of the Company adopt the Plan in general meeting;

“**Award**” means an Option or a Share Award or a Restricted Share Award granted to an Eligible Employee under the Plan;

“**Award Agreement**” means an agreement between the Company and the Eligible Employee setting out the terms and conditions of the Award, in such form(s) as the Committee approves from time to time;

“**Award Certificate**” means a certificate described in Rule 3.4;

“**Award Date**” means the date as of which the Committee determines that an Award is to be granted;

“**Board**” means the Board of Directors from time to time of the Company or a duly authorised committee thereof;

“**Cessation Date**” means the date on which a Participant ceases to be an employee of a member of the Group;

“**Close Period**” has the meaning given in the Model Code in the Irish Stock Exchange Listing Rules (Appendix 1 to Chapter 6);

“**Committee**” means the Remuneration Committee of the Board consisting exclusively of non-executive Directors;

“**Company**” means Cpl Resources plc, whose registered office is at 83 Merrion Square, Dublin 2, Ireland;

“**Control**” means the control of a company within the meaning given to that expression by Section 432 of the Act and for the purposes of Rule 14 a person shall be deemed to have control of a company if he and others acting in concert with him have together obtained control of a company within such meaning;

“**Data Protection Acts**” means the Data Protection Acts, 1988 and 2003;

“**Dealing Day**” means a day on which transactions take place on the Irish Stock Exchange;

“**Eligible Employee**” means an employee (including an executive director) of a company which is a member of the Group and who, as determined by the Committee, can make a meaningful contribution to the success of the Group;

“**Exercise Price**” means the price per Share payable by a Participant on the exercise of an Option;

“**Expiry Date**” means the latest date on which an Option may be exercised;

“Group” means the Company and all of its Subsidiaries and the expression **“member of the Group”** shall be construed accordingly;

“Market Value” on any day means the closing quotation for a Share on the immediately preceding Dealing Day, as derived from the Daily Official List of the Irish Stock Exchange, or, if the Committee so determines, any other exchange or securities market which the Committee determines is the primary market for the Shares;

“Notice of Exercise” means the notice given by a Participant to the Company in order to exercise an Option, in such form as the Committee approves from time to time;

“Option” means an option to subscribe for or acquire Shares granted under the Plan;

“Option Exercise Period” means the period during which an Option may be exercised for Shares subject thereto that have Vested, as determined pursuant to Rule 8.1;

“Participant” means a person to whom an Award has been granted or, where the context permits, his legal personal representatives;

“Performance Condition” a condition determined by the Committee pursuant to Rule 4.1, satisfaction of which shall determine whether and the extent to which an Award shall Vest;

“Performance Period” means, with respect to an Award, the period over which the Performance Condition(s) must be satisfied, such period to be determined by the Committee but being a period of at least three Accounting Periods beginning no earlier than the Accounting Period in which the Award Date occurs;

“Plan” means the Cpl Resources plc 2013 Long Term Incentive Plan constituted by these Rules, as amended from time to time in accordance with Rule 18;

“Plan Shares” means such Shares as are issued or transferred pursuant to the Plan;

“Restricted Share Award” means an award of Shares as described in Rule 3.3.3;

“Rules” means the rules of the Plan as set forth herein or as amended from time to time and **“Rule”** means a rule of the Plan;

“Share Award” means a contingent right to receive Shares as described in Rule 3.3.2;

“Shares” means ordinary shares of €0.10 each in the capital of the Company (or any shares representing them);

“Subsidiary” means a company which is a subsidiary within the meaning of Section 155 of the Companies Act, 1963;

“Vest” means a Participant becoming, in the case of an Option, entitled to exercise the Option or, in the case of a Share Award, entitled to delivery of the Shares subject to the Share Award or, in the case of a Restricted Share Award, Shares comprised in such award ceasing to be subject to forfeiture or compulsory transfer by the Participant and **“Vested”** and **“Vesting”** shall be construed accordingly; and

“Vesting Date” means the date on which an Award normally Vests, as stated on the Award Certificate, subject to earlier vesting in accordance with Rules 12.4 and 14.

1.2 In these Rules, where the context permits or requires:

1.2.1 the singular shall include the plural and vice versa and the masculine shall include the feminine;

1.2.2 a reference to a statutory provision includes any statutory modification, amendment or re-enactment; and

- 1.2.3 the contents and headings are for ease of reference only and shall not affect their interpretation.

2. Eligibility

- 2.1 The Committee may from time to time, in accordance with these Rules, select one or more Eligible Employees to whom Awards shall be granted.
- 2.2 No Eligible Employee shall be entitled as of right to participate in the Plan. The decision as to who shall have the opportunity of participating and the time and extent of his participation will be made by the Committee in its absolute discretion, subject to these Rules.

3. Grant of Awards

- 3.1 Subject to Rule 3.5 the Committee may in its absolute discretion grant an Award at any time to any Eligible Employee.
- 3.2 Subject to Rule 3.3, an Award shall:
- 3.2.1 be an Option to subscribe for up to a specified number of Shares upon payment of an Exercise Price equal to the nominal value of the Shares;
 - 3.2.2 Vest no earlier than the third anniversary of the Award Date; and
 - 3.2.3 have an Option Exercise Period of six months commencing on the Vesting Date.
- 3.3 The Committee may determine with respect to any Award, if it deems appropriate, that such Award shall comprise:
- 3.3.1 an Option having an Option Exercise Period of greater than six months after the Vesting Date, but in no event shall the Expiry Date be later than 10 years after the Grant Date;
 - 3.3.2 a Share Award over a specified maximum number of Shares, which shall entitle the Participant to delivery of Shares on the Vesting Date upon payment of no more than the nominal value of the Shares; or
 - 3.3.3 a Restricted Share Award pursuant to which a specified number of Shares shall be allotted to the Participant on or as soon as practicable after the Award Date, upon payment of a subscription price determined by the Committee but in no event less than the nominal value of the Shares, but such Shares shall be subject to forfeiture or compulsory transfer for no more than the subscription price paid for the Shares to the extent they do not Vest, the terms of such forfeiture or transfer to be set out in the Award Agreement.
- 3.4 The grant of an Award shall be evidenced by an Award Certificate executed by the Company as a deed and sent by the Company to the Participant, together with an Award Agreement. The Award Certificate shall specify:
- 3.4.1 whether the Award comprises an Option or a Share Award or a Restricted Share Award;
 - 3.4.2 the number of Shares subject to the Award;
 - 3.4.3 the Award Date;
 - 3.4.4 the Vesting Date(s);
 - 3.4.5 the Performance Condition(s) and the Performance Period;

- 3.4.6 if the Award is an Option, the Exercise Price, Option Exercise Period and Expiry Date;
 - 3.4.7 if the Award is an Option or a Share Award, whether the Participant shall have an entitlement to dividend equivalent payments as described in Rule 10;
 - 3.4.8 any other conditions that have to be satisfied for the Award to Vest; and
 - 3.4.9 that the Award is subject to the Rules.
- 3.5 The Committee may grant an Award under the Plan at any time other than during a Close Period or any other period during which dealing in the Shares by the Company's officers, directors or other persons discharging managerial responsibilities is prohibited by law or regulation or the rules of any securities exchange on which the Shares are admitted to trading. Awards may not be granted more than 10 years after the Adoption Date.
- 3.6 The grant of an Option or Share Award under the Plan shall not in any circumstances whatsoever constitute the acquisition by a Participant of an interest in the Shares subject to the Option or Share Award. No consideration shall be payable by an Eligible Employee for the grant of an Option or a Share Award.
- 3.7 A Participant shall be entitled to renounce, surrender or cancel or request the cancellation of an Award within 30 days of the Award Date, or thereafter in circumstances which the Committee considers to be exceptional and in such event the Award shall be deemed never to have been granted.
- 3.8 A Participant shall not become the beneficial owner of the Shares subject to his Option or Share Award until, in the case of an Option, he has validly exercised the Option and, in the case of a Share Award, the Share Award has Vested and the Shares to which the Participant is entitled have been delivered to him pursuant to Rule 9. Until that date, the Participant shall not be entitled to any dividends (or other distributions made) and shall have no right to vote in respect of the Shares subject to his Award.

4. Performance Conditions

- 4.1 The Committee shall establish one or more Performance Conditions for each Award. Performance Conditions shall be challenging and aligned with the Group's long-term business strategy and the interests of the Company's shareholders. Save in exceptional circumstances, as determined by the Committee, an Award shall not Vest unless a minimum level of satisfaction of the applicable Performance Condition(s) is attained and full Vesting of an Award shall be contingent upon an exceptional level of satisfaction of the Performance Condition(s).
- 4.2 The Committee may adjust any Performance Condition as it considers it necessary to take account of any change in accounting rules or policy or other event or development that it considers requires the making of an adjustment in order to preserve the intended effect of the Performance Condition.
- 4.3 The Committee may change or replace a Performance Condition established for an Award if it determines that due to unforeseen events or exceptional circumstances the original Performance Condition has caused the Award to no longer serve as a meaningful incentive. In that event, the new Performance Condition must be appropriate and no less challenging than the original condition and shall be determined by the Committee in accordance with Rule 4.1.

5. Plan Share Limits

- 5.1 An Award may not be granted if the result would be that the aggregate number of Shares issued and reserved for issuance pursuant to Awards granted under the Plan and options and awards granted under any other share award or share option plan operated by the

Company in the preceding 10 years would exceed 10% of the Company's issued ordinary share capital at the Award Date.

5.2 An Award may not be granted if the result would be that the aggregate number of Shares issued and reserved for issuance pursuant to Awards granted under the Plan and options and awards granted under any other share award or share option plan operated by the Company in the preceding five years would exceed 5% of the Company's issued ordinary share capital at the Award Date.

5.3 For the purpose of the limits in Rule 5.1 and 5.2, Shares subject to an Award that has lapsed or expired or has been renounced or surrendered or has otherwise become incapable of Vesting or, in the case of an Option, of being exercised shall be disregarded.

6. Participant Limit

No Eligible Employee may be granted an Award or Awards in any period of 12 months over Shares whose aggregate Market Value (taking the Market Value of each Award on its Award Date) would exceed 200% of the annual rate of his basic salary at the time of the latest such Award, provided however that the Committee may apply a higher limit in the case of the first Award made to an Eligible Employee in connection with the commencement of his employment with the Group or in other exceptional circumstances as determined by the Committee.

7. Transfer of Awards

An Award is personal to a Participant and, except on the Participant's death, shall not be capable of being transferred, assigned, charged, encumbered or otherwise alienated by a Participant, unless the Committee consents to such transfer. An Award shall lapse forthwith if it is so transferred, assigned, charged, encumbered or otherwise alienated or if a Participant is adjudged bankrupt.

8. Vesting of Awards and Exercise of Options

8.1 As soon as practicable after the end of the Performance Period applicable to an Award the Committee shall determine the number of Shares, if any, in respect of which the Award shall Vest on the Vesting Date based on the level of satisfaction of the Performance Condition(s) applicable to the Award.

8.2 To the extent that an Option or Share Award has not Vested, it shall immediately lapse upon the making by the Committee of its determination under Rule 8.1.

8.3 Shares subject to a Restricted Share Award that do not Vest pursuant to a determination made by the Committee under Rule 8.1 shall immediately become subject to forfeiture or compulsory transfer in accordance with the Award Agreement. Shares that Vest shall cease to be subject to such forfeiture or compulsory transfer provisions.

8.4 Subject to Rules 12 and 14, a Participant shall be entitled to exercise an Option, to the extent that it has Vested, during the Option Exercise Period. An Option may be exercised in whole or in part. If exercised in part, the unexercised part of the Option shall remain exercisable. The Option shall lapse to the extent that it has not been exercised on or before the Expiry Date.

8.5 An Option shall be exercised by the Participant delivering to the Company a duly completed Notice of Exercise, specifying the number of Shares in respect of which the Option is being exercised and accompanied by payment of the Exercise Price in cash, cheque or other form or method approved by the Committee.

8.6 Unless otherwise determined by the Committee in its sole discretion, a Participant may not exercise an Option during a period when the Participant is subject to disciplinary proceedings or has been notified that an investigation into an allegation of serious

misconduct against him is in process, and the Option Exercise Period shall be tolled during any such period.

- 8.7 Notwithstanding any other rule of this Plan, in the event that the Vesting Date of an Award or the Expiry Date of an Option falls within a Close Period or other period described in Rule 3.5, the Committee in its sole discretion may permit the deferral of the Vesting Date or the Expiry Date to such date as it deems appropriate.

9. Delivery of Shares

Subject to the Company obtaining any regulatory stock exchange or other necessary consent, the Company shall, as soon as reasonably practicable and in any event not later than 21 working days after the date of exercise of an Option or the Vesting Date of a Share Award, allot and issue, or procure the transfer of, the number of Shares specified in the Notice of Exercise of an Option or in respect of which a Share Award has Vested to the Participant and shall arrange for such Shares to be registered in his name (or that of his nominee) in the register of members of the Company.

10. Dividend Equivalent Payments

In respect of an Award which is an Option or a Share Award, the Committee may determine in its sole discretion, on the grant of the Award or at any time prior to Vesting, that the Participant shall become entitled upon Vesting of the Award to receive a payment, in cash or shares, equal to the value of all dividends that would have been paid during the period from the Award Date to the Vesting Date in respect of the number of Shares subject to the Award that Vest.

11. Plan Shares

- 11.1 During the period in which the Plan is in operation the Company shall keep available sufficient Shares to satisfy any outstanding Awards.
- 11.2 Plan Shares shall rank pari passu in all respects with the Shares for the time being in issue. For the avoidance of doubt, Plan Shares will not confer on the holders thereto any rights which the holders of the Shares for the time being in issue have by reference to a record date which has occurred before the date on which the Plan Shares have been allotted and issued or transferred to the Participant.
- 11.3 As soon as practicable after the Vesting of any Award, the Company shall apply to the stock exchange(s) on which the Shares are listed for trading for the admission of the Plan Shares resulting from such Vesting, unless an application for the listing of the Shares has already been made.

12. Cessation of Employment

- 12.1 Subject to Rule 12.4, a Share Award or Option that has not Vested on the Participant's Cessation Date shall immediately lapse on such date and Shares subject to a Restricted Share Award that are not Vested on such date shall immediately become subject to forfeiture or compulsory transfer in accordance with the Award Agreement.
- 12.2 If a Share Award is Vested on the Participant's Cessation Date but the Shares to which the Participant is entitled by reason of such Vesting have not yet been issued or transferred to the Participant pursuant to Rule 9, the Shares shall be issued or transferred to the Participant in accordance with Rule 9 as soon as practicable after such date.
- 12.3 To the extent that an Option is Vested on the Participant's Cessation Date, the Participant may exercise the Option in accordance with Rule 8 during the remainder of the Option Exercise Period (or such longer period as the Committee may determine) or, in the case of a Participant who has died, his legal personal representatives may exercise the Option during the 12-month period following his death. If not so exercised, the Option shall lapse immediately upon expiration of the relevant period or, if earlier, on the Expiry Date.

- 12.4 If a Participant ceases to be an Eligible Employee by reason of:
- 12.4.1 death;
 - 12.4.2 injury or disability;
 - 12.4.3 redundancy;
 - 12.4.4 retirement with the consent of the member of the Group which employs him;
 - 12.4.5 the company by which he is employed ceasing to be a member of the Group;
 - 12.4.6 the undertaking or part-undertaking in which he is employed being transferred to a transferee which is not a member of the Group; or
 - 12.4.7 any other exceptional circumstances, at the discretion of the Committee;

any Award that is not already Vested on the Participant's Cessation Date shall be eligible for Vesting on a date determined by the Committee, which date shall be no earlier than the Participant's Cessation Date and no later than the Vesting Date specified in the Award Certificate. The number of Shares, if any, in respect of which the Award shall Vest shall be determined by the Committee in accordance with the Performance Condition(s) specified in the Award Certificate or such other criteria as the Committee considers reasonable and appropriate in the particular circumstances and, unless otherwise determined by the Committee, shall be reduced pro rata to the proportion of the Performance Period which has elapsed at the Participant's Cessation Date.

- 12.5 To the extent that a Share Award or Option does not Vest pursuant to a determination made by the Committee under Rule 12.4, such Share Award or Option shall lapse effective as of the date of such determination. To the extent that Shares subject to a Restricted Share Award do not Vest pursuant to such determination, they shall immediately become subject to the forfeiture or compulsory transfer provisions set out in the Award Agreement.
- 12.6 To the extent that an Option Vests pursuant to a determination made by the Committee under Rule 12.4, the Participant shall be entitled to exercise the Option in accordance with Rule 8 at any time during the six-month period (or such longer period as the Committee shall determine) following (i) the Participant's Cessation Date or (ii) if later, the date the Option Vests pursuant to the determination made by the Committee under Rule 12.4. If not so exercised, the Option shall lapse immediately upon expiration of the relevant period or, if earlier, on the Expiry Date.
- 12.7 To the extent that a Share Award Vests pursuant to a determination made by the Committee under Rule 12.4, the Company shall allot and issue or procure the transfer to the Participant pursuant to Rule 9 of the number of Shares in respect of which the Share Award has Vested.
- 12.8 Notwithstanding any other provision of the Plan, in the event that a Participant ceases to be an employee of the Group by reason of the termination of his employment for serious misconduct, each Share Award and Option held by the Participant, whether or not Vested, shall automatically lapse immediately upon the service of notice of such termination and all Shares subject to a Restricted Share Award that have not Vested shall immediately become subject to the forfeiture or compulsory transfer provisions set out in the Award Agreement, unless the Committee in its sole discretion determines otherwise.

13. Malus and Clawback

In the even that (i) a material restatement (as determined in the sole discretion of the Company) of the Company's accounts is required and the Committee determines, after appropriate and reasonable enquiry, that a Participant was fully or partially responsible for the accounts requiring such restatement, (ii) a Participant is found guilty of or pleads guilty to fraud or other serious malfeasance in relation to the Company, or (iii) a Participant is otherwise found to have caused material harm to the reputation or business of the Group,

the Committee shall be entitled in its sole discretion to reduce the number of Shares that would otherwise Vest under an Award that has not yet Vested and/or to demand the return to the Company (or its nominee) by the Participant of Shares already acquired by him under the Plan by reason of an Award having Vested or to direct the sale of such Shares by the Participant, with the proceeds of sale to be remitted to the Company (net of any taxes paid by the Participant), and/or or the repayment to the Company of the amount of the proceeds of the sale of any such Shares previously sold by the Participant (net of any taxes paid by the Participant). The Company's entitlement to act in relation to an Award pursuant to this Rule 13 shall lapse two years after the Vesting Date of the Award.

14. Takeover or Voluntary Winding Up

14.1 In the event that any person (or group of persons acting in concert) (the "Offeror") obtains or will obtain Control of the Company as a result of making a general offer to acquire the whole of the Company's issued share capital (other than any Shares already owned by such person or any Subsidiary of such person) and which is made on a condition that if it is satisfied the Offeror will have such Control, or by way of a court-sanctioned scheme of arrangement or a merger or any other means, or if notice is given of a resolution for the voluntary winding-up of the Company then, subject to Rule 14.2:

14.1.1 all Performance Conditions that apply to Awards that are not yet Vested shall automatically lapse and each Award shall be Vested in full immediately prior to and conditional upon the consummation of the relevant event;

14.1.2 the Committee may require each Participant who holds an Option to exercise such option within a specified period, subject to such terms and conditions as the Committee shall determine, and any Option not so exercised shall lapse upon the expiration of such period;

14.1.3 the Company may procure the delivery to each holder of a Share Award of the Shares subject to such Award, immediately prior to the consummation of the relevant event; or

14.1.4 the Committee may determine that each Option and/or Share Award shall be cancelled upon consummation of the relevant event in consideration for an entitlement of the Participant to receive a payment or payments in cash and/or other consideration for each Share subject to his cancelled Option or Share Award that is at least equivalent in value, as determined by the Committee, to the consideration payable to the holders of Shares in connection with the relevant event, less the Option Exercise Price in the case of an Option and the amount payable by the Participant, if any, under a Share Award.

14.2 If as a consequence of a demerger, reconstruction, reorganisation or amalgamation, another company will obtain Control of the Company or the business of the Company will be carried out by another company and, in either case, the persons who owned the issued ordinary share capital of the Company immediately before such change will immediately thereafter continue to have Control of the Company and will then own more than 50 per cent of the issued ordinary share capital of such other company, the Committee may determine that the provisions of Rule 14.1 shall not apply. Each Award may then be exchanged for or replaced with an equivalent award over shares in that other company. The number of shares subject to the award over shares in that other company shall be such so as to maintain the economic value of the original Award, as determined by the Committee in its sole discretion.

15. Variation of Share Capital

15.1 Subject to Rule 15.2, in the event of any increase or variation of the share capital of the Company (whenever effected) by way of capitalisation or rights issue, or sub-division, consolidation or reduction of capital or other variation, a demerger of the Company or the payment of a special dividend by the Company, the Committee may make such adjustments as it considers fair and reasonable to the number and/or class of Shares comprised in any Award, the Exercise Price of an Option, the Performance Condition(s) applicable to the

Award and any condition specified in the Award Certificate, consulting its professional advisers as necessary.

- 15.2 The Company shall give notice in writing to a Participant of any adjustments made under Rule 15.1 as soon as practicable following the making of such adjustments.

16. Minimum Shareholding Requirement

The Committee may establish that it is a condition for eligibility under the Plan that an Eligible Employee acquire and maintain a minimum level of shareholding in the Company, calculated by reference to his base salary, excluding shares subject to Awards that have not Vested.

17. Administration of the Plan

- 17.1 The Plan shall be administered by the Committee whose decision on any matter connected with the Plan shall be final and binding.

- 17.2 If there is any dispute as to the rights and obligations of any person under the Plan or any question concerning the construction or effect of the Plan or any other question in connection with the Plan, the Committee shall determine the same and any such determination shall be final and binding on all persons.

- 17.3 The costs of introducing and administering the Plan shall be met by the Company.

- 17.4 The Company may establish further schemes based on the Plan and/or grant awards under the Plan that are modified to take account of local tax, exchange control, securities law or other regulations in overseas territories provided that the limits on Awards in Rules 5 and 6 shall include awards granted under such further schemes and that the purpose and effect of such awards shall be substantially equivalent to the Awards described in these Rules.

18. Amending the Plan

- 18.1 Subject to Rules 18.2 and 18.4, the Board, on the recommendation of the Committee, shall at any time be entitled to amend all or any of the provisions of, or to supplement, these Rules.

- 18.2 Subject to Rule 18.3, the Rules relating to:

18.2.1 the overall limits on the number of Shares that may be issued under the Plan as set out in Rule 5;

18.2.2 the maximum limit on individual participation as set out in Rule 6;

18.2.3 eligibility;

18.2.4 the basis for determining a Participant's entitlement to, and the terms of, Shares to be acquired under Awards; and

18.2.5 the adjustment of Awards in the event of a variation of capital as set out in Rule 15;

shall not be amended to the material advantage of existing or future Participants without the prior approval by ordinary resolution of the members of the Company in general meeting.

- 18.3 Rule 18.2 shall not apply to any minor amendment which:

18.3.1 is necessary or desirable to take account of a change in legislation or to obtain or maintain favourable taxation, exchange control or regulatory treatment of the Shares or any member of the Group or any Participant in any territory; or

18.3.2 is necessary or desirable to benefit or facilitate the administration of the Plan.

18.4 No amendment shall be made pursuant to Rule 18.1 which would materially prejudice the subsisting rights of a Participant under an Award, without the prior consent of that Participant.

18.5 The Committee may from time to time make and vary such rules and regulations, not inconsistent with these Rules, and establish such procedures for the administration and implementation of this Plan as it thinks fit which shall be binding on all persons interested. Any determination and/or expression of opinion made by the Committee as provided for in these Rules shall be final and binding on all persons interested. In the event of any dispute or disagreement as to the interpretation of this Plan or of any such rules, regulations or procedures or as to any question or right arising from or related to this Plan, the decision of the Committee shall be final and binding upon all persons interested.

19. Terminating the Plan

The Board may, having first consulted the Committee, at any time suspend or terminate the operation of the Plan in which case no further Awards will be granted but in all other respects the provisions of the Plan and all Awards outstanding on the date of termination shall remain in force.

20. General Provisions

20.1 All Awards shall be granted entirely at the discretion of the Committee. The rights and obligations of any Participant under the terms of his office or employment with any member of the Group shall not be affected by his participation in the Plan or any right which he may have to participate in the Plan and the Plan, or any Award made to a Participant or the loss of any right or entitlement under such Award on termination of the Participant's employment shall not give to a Participant any right to continued employment or any additional right to compensation or damages in consequence of the termination of his employment whether for wrongful dismissal or otherwise howsoever.

20.2 The benefit to a Participant of participation in the Plan (including, in particular but not by way of limitation, any Awards held by him) shall not count as his remuneration for any purpose and shall not count as part of his pensionable salary for the purpose of any employer contribution to any pension plan operated by a member of the Group.

20.3 Any liability of a Participant to taxation or social security contributions or stamp duty or other imposts, duties or liabilities in respect of an Award shall be for the account of the relevant Participant. Each Award and the delivery of Shares pursuant to it is conditional on the Participant complying with arrangements specified by the Group for the payment of any taxation (including, without limitation, the deduction of taxes and other required deductions at source, by any member of the Group, where necessary to satisfy any obligations applicable in any territory).

20.4 Any notice or other communication under or in connection with the Plan may be given by personal delivery or by sending the same by post or email in the case of a company to its registered office, and in the case of an individual to his last known address or email address, or, where he is a director or employee of any member of the Group, either to his last known address or to the address of the place of business at which he performs the whole or substantially the whole of the duties of his office or employment or to his business email address, and where a notice or other communication is given by post, it shall be deemed to have been received 48 hours after it was put into the post properly addressed and stamped and where it is sent by email it shall be deemed to have been received upon transmission.

21. Data Protection Acts

By participating in the Plan each Participant consents to the holding and processing of personal data provided by the Participant to the Group for all purposes relating to the operation of the Plan. These include, but are not limited to:

21.1.1 administering and maintaining Participant records;

- 21.1.2 providing information to trustees of any employee benefit trust, registrars, brokers or other third party administrators of the Plan; and
- 21.1.3 providing information to potential purchasers of the Company or the business in which the Participant works (on a confidential basis).

22. Governing Law and Jurisdiction

The Plan shall be governed by and construed in accordance with the laws of Ireland and the Courts of Ireland shall have exclusive jurisdiction in relation to all matters arising under the Plan.

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