

DATED 4 NOVEMBER 2020

OUTSOURCING INC.

AND

CPL RESOURCES PLC

EXPENSES REIMBURSEMENT AGREEMENT

**McCann FitzGerald**  
Riverside One  
Sir John Rogerson's Quay  
Dublin 2

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THIS AGREEMENT is made as a deed on 4 November 2020

**BETWEEN:**

- (1) **OUTSOURCING INC.**, whose registered office is at Marunouchi Trust Tower Main 19F, 1-8-3 Marunouchi, Chiyoda-ku, Tokyo, 100-0005 Japan ("**Outsourcing**"), and
- (2) **CPL RESOURCES PLC**, a company incorporated in Ireland with registered number 287278 having its registered office at 83 Merrion Square, Dublin 2, D02 R299, Ireland ("**Cpl**").

**RECITALS:**

- (A) Outsourcing has agreed to make a proposal to cause Bidco to acquire the entire issued and to be issued share capital of Cpl on the terms set out in the Rule 2.5 Announcement (as defined below) and the Transaction Agreement (as defined below).
- (B) This Agreement (this "**Agreement**") sets out the agreement between the Parties (as defined below) as to, among other things, the reimbursement in certain circumstances by Cpl of certain expenses incurred and to be incurred by Outsourcing for the purposes of, in preparation for, or in connection with the Acquisition (as defined below).

**NOW IT IS HEREBY AGREED** as follows:

**1. DEFINITIONS**

- 1.1 In this Agreement (including in the Recitals), the following words and expressions shall have the meanings set opposite them:

"**Acquisition**" means the proposed acquisition by Bidco of Cpl by means of the Scheme (as described in the Rule 2.5 Announcement) or a Takeover Offer (and any such Scheme or Takeover Offer as it may be revised, amended or extended from time to time) (including the payment by Bidco of the aggregate cash consideration pursuant to the Scheme or such Takeover Offer) as described in the Rule 2.5 Announcement and provided for in the Transaction Agreement;

"**Act**" means the Companies Act 2014, all enactments which are to be read as one with, or construed or read together as one with the Companies Act 2014 and every statutory modification and re-enactment thereof for the time being in force;

"**Acting in Concert**" has the meaning given to that term in the Takeover Panel Act;

"**Action**" means any lawsuit, claim, complaint, action or proceeding before any Governmental Body;

"**Agreed Form**" means in relation to any document, the form of that document which has been agreed to by or on behalf of each of the Parties;

"**Agreement**" has the meaning given to that term in Recital (B);

"**Bidco**" means Outsourcing Talent Ireland Limited, a private limited liability company incorporated in Ireland, with registered number 676739, having its registered office at Riverside One, Sir John Rogerson's Quay, Dublin 2;

"**Business Day**" means any day, other than a Saturday, Sunday or public holiday in Dublin, London or Tokyo;

“**Cap**” has the meaning given to that term in clause 3.1;

“**Concert Parties**” means in relation to any Party, such persons as are deemed to be Acting in Concert with that Party pursuant to Rule 3.3 of Part A of the Takeover Rules and such persons as are Acting in Concert with that Party;

“**Conditions**” means the conditions to the Scheme and the Acquisition set out in Appendix III to the Rule 2.5 Announcement, and “**Condition**” means any one of the Conditions;

“**Cpl**” has the meaning given to that term in the preamble to this Agreement;

“**Cpl Alternative Proposal**” means any bona fide proposal or bona fide offer, which proposal or offer may be subject to due diligence, definitive documentation or both, made by any person (other than a proposal or offer pursuant to Rule 2.5 of the Takeover Rules by Bidco or any of its Concert Parties) for:

- (a) the acquisition of Cpl by scheme of arrangement or takeover offer;
- (b) a merger, reorganisation, share exchange, consolidation, business combination, recapitalisation, dissolution, liquidation or similar transaction involving Cpl that, if consummated, would result in any Person beneficially owning shares with more than 20% of the voting power of Cpl;
- (c) the direct or indirect acquisition by any Person of more than 20% of the value of the assets of the Cpl Group as a whole (including, for the avoidance of doubt, any Subsidiary of the Cpl Group), measured by either book value or fair market value (including any equity securities of any member of the Cpl Group); or
- (d) the direct or indirect acquisition by any Person (or the shareholders or stockholders of such person) of more than 20% of the voting power or the issued share capital of Cpl, including any offer or exchange offer that if consummated would result in any Person beneficially owning shares with more than 20% of the voting power of Cpl;

“**Cpl Board**” means the board of directors of Cpl from time to time and for the time being;

“**Cpl Group**” means Cpl and all of its Subsidiaries;

“**Cpl Shareholders**” means the holders of Cpl Shares;

“**Cpl Shareholder Approval**” means:

- (a) the approval of the Scheme Meeting Resolution by a majority in number of Cpl Shareholders representing at least 75% in value of Cpl Shares held by such Cpl Shareholders, present and voting either in person or by proxy, at the requisite Scheme Meeting (or at any adjournment of such meeting); and
- (b) the EGM Resolutions being duly passed by the requisite majorities of Cpl Shareholders present and voting either in person or by proxy at the EGM (or at any adjournment of such meeting);

“**Cpl Shares**” means the ordinary shares of €0.10 each in the share capital of Cpl;

“**Cpl Superior Proposal**” means a written bona fide Cpl Alternative Proposal (where each reference to 20% set forth in the definition of such term shall be deemed to refer to 80%, but provided that such Cpl Alternative Proposal may not be subject to due diligence or definitive

documentation (other than the execution thereof)) that the Cpl Board determines in good faith (after consultation with Cpl's financial advisers and outside legal counsel) is more favourable to the Cpl Shareholders than the Transactions, taking into account such financial (including, where such Cpl Alternative Proposal is not in respect of an acquisition of the entire issued and outstanding share capital of Cpl, the total proceeds and value that may be due to Cpl Shareholders), regulatory, legal, structuring, timing and other aspects of such proposal as the Cpl Board considers to be appropriate;

**"EGM Resolutions"** means the resolutions to be proposed at the EGM for the purposes of approving and implementing the Scheme, changes to the constitution of Cpl and such other matters as Cpl reasonably determines to be necessary for the purposes of implementing the Acquisition or, subject to the consent of Outsourcing, (such consent not to be unreasonably withheld, conditioned or delayed) desirable for the purposes of implementing the Acquisition;

**"End Date"** means 30 April 2021;

**"EGM"** means the extraordinary general meeting of the Cpl Shareholders (and any adjournment thereof) to be convened in connection with the Scheme, expected to be convened as soon as the preceding Scheme Meeting shall have been concluded or adjourned (it being understood that if the Scheme Meeting is adjourned, the EGM shall be correspondingly adjourned);

**"Final Closing Date"** has the meaning given to that term in the Takeover Rules;

**"Governmental Body"** means any Irish, UK, Japanese, foreign or supranational, federal, state, local or other governmental or regulatory authority, agency in any jurisdiction, commission, board, body, bureau, arbitrator, arbitration panel, or other authority, agency, including courts and other judicial bodies, or any competition, antitrust, foreign investment review or supervisory body, central bank or other governmental, trade or regulatory agency or body, securities exchange or any self-regulatory body or authority, including any instrumentality or entity designed to act for or on behalf of the foregoing, in each case, in any jurisdiction (provided it has jurisdiction over the applicable Person or its activities or property);

**"High Court"** means the High Court of Ireland;

**"Irrecoverable VAT"** means in relation to any person, any amount in respect of VAT which that person (or a member of the same VAT Group as that person) has incurred and in respect of which neither that person nor any other member of the same VAT Group as that person is entitled to a refund (by way of credit or repayment) from any relevant Tax Authority pursuant to and determined in accordance with section 59 of the Value Added Tax Consolidation Act 2010 and any regulations made under that Act or similar provision in any other jurisdiction;

**"Outsourcing"** has the meaning given to that term in the preamble to this Agreement;

**"Outsourcing Group"** means Outsourcing and all of its Subsidiaries;

**"Outsourcing Payment Events"** has the meaning given to that term in clause 3.2;

**"Outsourcing Reimbursement Payments"** has the meaning given to that term in clause 3.1;

**"Parties"** means Cpl and Outsourcing and **"Party"** shall mean either of them (as the context requires);

**"Person"** or **"person"** means an individual, group, body corporate, corporation, partnership, limited liability company, joint venture, association, trust, unincorporated organisation or

other entity or any Governmental Body or any department, agency or political subdivision thereof;

**"Processing Agent"** has the meaning given to that term in clause 4.8(a)(i);

**"Resolutions"** means the EGM Resolutions and Scheme Meeting Resolution required to effect the Scheme, which will be set out in the Scheme Document (as defined in the Transaction Agreement) to be sent to Cpl Shareholders in accordance with the Transaction Agreement;

**"Rule 2.5 Announcement"** means the announcement in the Agreed Form to be made by the Parties pursuant to Rule 2.5 of the Takeover Rules in accordance with the Transaction Agreement;

**"Scheme"** means the proposed scheme of arrangement under Chapter 1 of Part 9 of the Act to effect the Acquisition pursuant to the Transaction Agreement, on the terms (including the Conditions) and for the consideration set out in the Rule 2.5 Announcement and on such other terms and in such form not being inconsistent therewith as the Parties mutually agree in writing, including any revision thereof as may be so agreed between the Parties and, if required, approved by the High Court;

**"Scheme Meeting"** means the meeting or meetings of the Cpl Shareholders or, if applicable, any class or classes of Cpl Shareholders (including as may be directed by the High Court pursuant to Section 450(5) of the Act) (and any adjournment of any such meeting or meetings) convened by (i) resolution of the Cpl Board or (ii) order of the High Court, in either case pursuant to Section 450 of the Act, to consider and vote on the Scheme Meeting Resolution;

**"Scheme Meeting Resolution"** means the resolution to be proposed at the Scheme Meeting for the purposes of approving and implementing the Scheme, with or without amendment (but subject to such amendment being acceptable to each of Cpl and Bidco, except for a technical or procedural amendment which is required for the proper implementation of the Scheme and does not have a substantive consequence on the implementation of the Scheme), be agreed to;

**"Scheme Recommendation"** means the unanimous recommendation of the Cpl Board that Cpl Shareholders vote in favour of the Resolutions (or if Outsourcing effects the Acquisition as a Takeover Offer, the unanimous recommendation of the Cpl Board that Cpl Shareholders accept the Takeover Offer);

**"Service Document"** means a writ, summons, order, judgment or other document relating to or issued in connection with a dispute, suit, claim, action or proceeding arising out of or in connection with this Agreement, including a dispute, suit, claim, action or proceeding relating to the existence, validity or termination of this Agreement, any non-contractual claim, obligation or liability arising out of or in connection with this Agreement and/or any relationship created by any of the foregoing;

**"Subsidiary"** means in relation to any person, any corporation, partnership, association, trust or other form of legal entity of which such person directly or indirectly owns securities or other equity interests representing more than 50% of the aggregate voting power;

**"Takeover Offer"** means an offer in accordance with clause 3.6 of the Transaction Agreement for the entire issued and to be issued share capital of Cpl (other than any Cpl Shares beneficially owned by any member of the Outsourcing Group (if any) or by any person Acting in Concert with Outsourcing (if any)), not being a Scheme, including any amendment or revision thereto pursuant to the Transaction Agreement, the full terms of which would be set out in the Takeover Offer Document (as defined in the Transaction Agreement) or (as the case may be) any revised offer document(s);

“**Takeover Panel Act**” means the Irish Takeover Panel Act 1997 as amended;

“**Takeover Rules**” means the Irish Takeover Panel Act 1997, Takeover Rules, 2013;

“**Tax Authority**” means any Governmental Body responsible for the assessment, collection or enforcement of laws relating to taxes or for making any decision or ruling on any matter relating to tax (including the Irish Revenue Commissioners and any similar state, local or non-Irish revenue agency);

“**Transaction Agreement**” means the transaction agreement dated the date of this Agreement between Cpl, Bidco and Outsourcing;

“**Transactions**” means the transactions contemplated by the Transaction Agreement, including the Acquisition;

“**VAT**” means any tax imposed by any member state of the European Community in conformity with the Directive of the Council of the European Union on the common system of value added tax (2006/112/EC) and any tax similar to or replacing same; and

“**VAT Group**” means a group as defined in section 15 of the Value Added Tax Consolidation Act 2010 and any similar VAT grouping arrangement in any other jurisdiction.

## 1.2 Construction

In this Agreement

- (a) words such as “**hereunder**”, “**hereto**”, “**hereof**” and “**herein**” and other words commencing with “**here**” shall, unless the context clearly indicates to the contrary, refer to the whole of this Agreement and not to any particular section or clause thereof.
- (b) save as otherwise provided herein, any reference herein to a section, clause, schedule, paragraph, sub-clause or sub-paragraph shall be a reference to a section, clause, schedule, paragraph, sub-clause or sub-paragraph (as the case may be) of this Agreement;
- (c) any reference to any provision of any legislation shall include any amendment, modification, re-enactment or extension thereof and shall also include any subordinate legislation made from time to time under such provision, and any reference to any provision of any legislation, unless the context clearly indicates to the contrary, shall be a reference to legislation of Ireland;
- (d) the masculine gender shall include the feminine and neuter and vice versa and the singular number shall include the plural and vice versa;
- (e) any reference to an Irish legal term for any action, remedy, method of judicial proceeding, legal document, legal status, court, official or any legal concept or thing shall, in respect of any jurisdiction other than Ireland, be deemed to include a reference to what most nearly approximates in that jurisdiction to the Irish legal term;
- (f) any phrase introduced by the terms “**including**”, “**include**”, “**in particular**” or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms;
- (g) the rule known as the ejusdem generis rule shall not apply and accordingly general words introduced or followed by the word “**other**” or “**including**” or “**in particular**”

shall not be given a restrictive meaning because they are followed or preceded (as the case may be) by particular examples intended to fall within the meaning of the general words; and

- (h) any agreement or instrument defined or referred to herein or in any agreement or instrument that is referred to herein means such agreement or instrument as from time to time amended, modified or supplemented, including by waiver or consent, and all attachments thereto and instruments incorporated therein.

### 1.3 Captions

The table of contents and the headings or captions to the clauses in this Agreement are inserted for convenience of reference only and shall not affect the interpretation or construction thereof.

### 1.4 Time

References to times are to Irish times unless otherwise specified.

## 2. PRE-CONDITION

This Agreement (other than the provisions of this clause 2) shall not have effect unless and until the Rule 2.5 Announcement has been issued by 7:30 a.m. on 4 November 2020 or such later time on that date as may be agreed between the Parties in writing.

## 3. OUTSOURCING REIMBURSEMENT

- 3.1 Subject to clause 2 and to the provisions of this Agreement, Cpl agrees to pay to Outsourcing, if any Outsourcing Payment Event occurs, an amount equal to all documented and specific quantifiable third party costs and expenses incurred by Outsourcing, Bidco or any member of the Outsourcing Group, or on its or their behalf, for the purposes of, in preparation for, or in connection with the Acquisition, including exploratory work carried out in contemplation of and in connection with the Acquisition, legal, financial, tax and commercial due diligence, arranging financing and engaging advisers to assist in the process (the payments provided for in this clause 3.1, the “**Outsourcing Reimbursement Payments**”); provided that the gross amount payable to Outsourcing pursuant to this Agreement shall not, in any event, exceed such sum as is equal to 1% of the total value of the issued and to be issued share capital of Cpl that is the subject of the Acquisition (excluding, for the avoidance of doubt, any treasury shares and any interest in such share capital held by Outsourcing or any of its Concert Parties) as ascribed by the terms of the Acquisition as set out in the Rule 2.5 Announcement (the “**Cap**”). The amount payable by Cpl to Outsourcing under this clause 3.1 will exclude any amounts in respect of VAT incurred by Outsourcing or any member of the Outsourcing Group attributable to such third party costs other than Irrecoverable VAT incurred by Outsourcing and such member of the Outsourcing Group.

- 3.2 The “**Outsourcing Payment Events**” are where the Parties have issued the Rule 2.5 Announcement and the circumstances set out in any of paragraphs 3.2(a), 3.2(b) or 3.2(c) apply:

- (a) the Transaction Agreement is terminated:
  - (i) by Outsourcing for the reason that the Cpl Board or any committee thereof:
    - (A) withdraws (or modifies in any manner adverse to Outsourcing), or fails to make when required pursuant to the Transaction Agreement, or proposes publicly to withdraw (or modify in any manner adverse to Outsourcing), the Scheme Recommendation or, if applicable, the



recommendation to the holders of the Cpl Shares from the Cpl Board to accept the Takeover Offer; or

- (B) approves, recommends, adopts or otherwise declares advisable, or proposes publicly to approve, recommend, adopt or otherwise declare advisable, any Cpl Alternative Proposal (it being understood that, for the avoidance of doubt, the provision by Cpl to Outsourcing of notice or information in connection with a Cpl Alternative Proposal or Cpl Superior Proposal as required or expressly permitted by the Transaction Agreement shall not, in each case, in and of itself, satisfy this Clause 3.2(a)(i)(B)); or
  - (C) otherwise takes any action or discloses a position that is deemed to be a "Cpl Change of Recommendation" under clause 5.2(e) of the Transaction Agreement; or
- (ii) by Cpl, at any time prior to:
- (A) obtaining the Cpl Shareholder Approval; or
  - (B) the sanction of the Scheme by the High Court where the Cpl Shareholder Approval has been obtained; or
  - (C) in the case of a Takeover Offer, the Final Closing Date,

in order to enter into any agreement, understanding or arrangement providing for a Cpl Superior Proposal; or

- (b) all of the following occur:
- (i) prior to the Scheme Meeting (or, in the case of a Takeover Offer, prior to the Final Closing Date), a Cpl Alternative Proposal is formally publicly disclosed by Cpl or any person shall have formally publicly announced an intention (whether or not conditional) to make a Cpl Alternative Proposal and, in each case, such disclosure or announcement is not publicly and irrevocably withdrawn without qualification at least three (3) Business Days before the date of the Scheme Meeting (or, in the case of a Takeover Offer, before the Final Closing Date) (it being understood that, for the purposes of this Clause 3.2(b), references to "20%" in the definition of Cpl Alternative Proposal shall be deemed to refer to "30%"); and
  - (ii) the Transaction Agreement is terminated by either Cpl or Outsourcing for the reason that the Scheme Meeting or the EGM shall have been completed and the Scheme Meeting Resolution or the EGM Resolutions, as applicable, shall not have been approved by the requisite votes (or, in the case of a Takeover Offer, the Final Closing Date having passed without the Takeover Offer becoming unconditional as to acceptances); and
  - (iii) (x) a Cpl Alternative Proposal is consummated within twelve months after such termination, or (y) a definitive agreement providing for a Cpl Alternative Proposal is entered into within twelve months after such termination and which is subsequently consummated, in the case of each of clauses (x) and (y), regardless of whether such Cpl Alternative Proposal is the same Cpl Alternative Proposal referred to in paragraph (b)(i) above; or

- (c) all of the following occur:
- (i) prior to the Scheme Meeting (or, in the case of a Takeover Offer, prior to the Final Closing Date), a Cpl Alternative Proposal is formally publicly disclosed by Cpl or any person shall have formally publicly announced an intention (whether or not conditional) to make a Cpl Alternative Proposal and, in each case, such disclosure or announcement is not publicly and irrevocably withdrawn without qualification at least three (3) Business Days before the date of the Scheme Meeting (or, in the case of a Takeover Offer, before the Final Closing Date) (it being understood that, for purposes of this Clause 3.2(c), references to "20%" in the definition of Cpl Alternative Proposal shall be deemed to refer to "30%"); and
  - (ii) the Transaction Agreement is terminated by Outsourcing for the reason that Cpl shall have breached or failed to perform in any material respect any of its covenants, obligations, warranties or other agreements contained in the Transaction Agreement, which material breach or failure to perform:
    - (A) would (1) result in a failure of any of the Conditions or (2) give rise to a termination right under clause 9.1(a)(vi) of the Transaction Agreement; and
    - (B) is not reasonably capable of being cured by the End Date or, if curable, Outsourcing shall have given Cpl written notice, delivered at least thirty (30) days prior to such termination, stating Outsourcing's intention to terminate the Transaction Agreement for such reason and the basis for such termination and such breach or failure to perform shall not have been cured within thirty (30) days following the delivery of such written notice; and
  - (iii) (x) a Cpl Alternative Proposal is consummated within twelve months after such termination, or (y) a definitive agreement providing for a Cpl Alternative Proposal is entered into within twelve months after such termination and which is subsequently consummated, in the case of each of clauses (x) and (y), regardless of whether such Cpl Alternative Proposal is the same Cpl Alternative Proposal referred to in paragraph (c)(i) above.

3.3 Each request by Outsourcing for an Outsourcing Reimbursement Payment shall be:

- (a) submitted in writing to Cpl no later than sixty (60) calendar days following the occurrence of any of the Outsourcing Payment Events; and
- (b) accompanied by payment instructions and written invoices or written documentation supporting the request for an Outsourcing Reimbursement Payment; and
- (c) subject to satisfactory compliance with clause 3.3(b), satisfied in full by payment in full by Cpl to Outsourcing in cleared, immediately available funds within ten (10) business days following such receipt of such payment instructions, invoices or documentation (save that Cpl is not required to pay such amount of the Outsourcing Reimbursement Payments which exceeds the Cap).

3.4 If and to the extent that any relevant Tax Authority determines that any Outsourcing Reimbursement Payment is consideration for a taxable supply and that Cpl (or any member of a VAT Group of which Cpl is a member) is liable to account to a Tax Authority for VAT in respect of such supply, then:

- (a) the Outsourcing Reimbursement Payment shall be deemed to be exclusive of any such applicable VAT and any such VAT shall be due and payable by Cpl or the relevant member of the Cpl Group in addition to the Outsourcing Reimbursement Payment, in accordance with applicable VAT law (subject to the provisions of clause 3.4(b) and 3.4(c) below);
  - (b) to the extent that such VAT is Irrecoverable VAT, the amount payable by Cpl by way of any Outsourcing Reimbursement Payment, together with any Irrecoverable VAT arising in respect of the supply for which the Outsourcing Reimbursement Payment is consideration, shall not exceed the Cap (and, in the event that the Cap would otherwise be exceeded, the amount of the Outsourcing Reimbursement Payment shall be adjusted downwards to the extent necessary so that the aggregate of the Outsourcing Reimbursement Payment and any Irrecoverable VAT do not exceed the Cap); and
  - (c) to the extent that Cpl has already paid an amount in respect of any Outsourcing Reimbursement Payment which, when combined with the amount of any Irrecoverable VAT, exceeds the Cap, Outsourcing shall repay to Cpl as soon as reasonably practicable by way of a reduction in the amount of any Outsourcing Reimbursement Payment, the portion of the Irrecoverable VAT in excess of the Cap.
- 3.5 Cpl shall (and shall procure that any applicable member of the Cpl Group shall) accommodate any reasonable action that Outsourcing requests, in writing and without delay, to avoid, dispute, defend, resist, appeal or compromise any determination of a Tax Authority that the Outsourcing Reimbursement Payment is consideration for a Taxable supply and/or that Cpl or any member of the Cpl Group is liable to account to the relevant Tax Authority for VAT in respect of such supply and/or that all or any part of such VAT is Irrecoverable VAT subject to Outsourcing indemnifying Cpl from and against any and all costs, liabilities, interest or expenses which it (or any member of the Cpl Group) may suffer or incur as a result of or in connection with taking such action.
- 3.6 In relation to such a determination by a Tax Authority, Cpl must (and shall procure that any applicable member of the Cpl Group must):
- (a) provide Outsourcing with copies of all documents and correspondence received from the relevant Tax Authority excluding any and all documents, correspondence or other information that must be redacted or excluded to comply with legal or pre-existing contractual obligations, or to address confidentiality concerns (save with regard to issues relating to the VAT determination in question); and
  - (b) consider and accommodate all of Outsourcing's reasonable comments (not to be withheld or delayed) in correspondence with the relevant Tax Authority.
- 3.7 If Outsourcing makes any payments to Cpl under clause 3.4, and after making such a payment, Cpl becomes entitled to recover all, or any part, of the related VAT from the relevant Tax Authority, Cpl shall notify Outsourcing without delay and, as soon as reasonably practicable, repay to Outsourcing the lesser of:
- (a) the amount recoverable from the Tax Authority; and
  - (b) the sum paid by Outsourcing to Cpl.
4. **GENERAL**
- 4.1 This Agreement and any non-contractual claims, obligations or liabilities arising out of it or in connection with it or the relationships created by it each shall be governed by, and construed

in accordance with, the laws of Ireland. Each of the Parties irrevocably agrees that the courts of Ireland are to have exclusive jurisdiction to settle any dispute arising out of or in connection with this Agreement and, for such purposes, irrevocably submits to the exclusive jurisdiction of such courts and waives, to the fullest extent permitted by applicable law, any objection which any of them may now or hereafter have to the laying of venue of, and the defence of an inconvenient forum to the maintenance of, any such Action in any such court. Any proceeding, suit or action arising out of or in connection with this Agreement shall therefore be brought in the courts of Ireland.

4.2 This Agreement may be executed in any number of counterparts, all of which, taken together, shall constitute one and the same agreement, and each Party may enter into this Agreement by executing a counterpart and delivering it to the other Party (by hand delivery, e-mail or otherwise).

4.3 Notices

(a) Any notice or other document to be served under this Agreement may be delivered by overnight delivery service (with proof of service) or hand delivery, or sent by e-mail process, to the Party to be served as follows:

(i) if to Outsourcing, to:

Outsourcing Inc.  
Marunouchi Trust Tower Main 19F  
1-8-3 Marunouchi  
Chiyoda-ku  
Tokyo  
100-0005 Japan  
Email: [CPL@outsourcing.co.jp](mailto:CPL@outsourcing.co.jp)

with a copy to:

McCann FitzGerald  
Riverside One  
Sir John Rogerson's Quay  
Dublin 2  
Email: [david.byers@mccannfitzgerald.com](mailto:david.byers@mccannfitzgerald.com)  
[stephen.fitzsimons@mccannfitzgerald.com](mailto:stephen.fitzsimons@mccannfitzgerald.com)

Attention: David Byers and Stephen FitzSimons

(ii) if to Cpl, to:

Cpl Resources plc  
83 Merrion Square  
Dublin 2  
D02 R299  
Ireland  
Email: [Anne.Heraty@cpl.ie](mailto:Anne.Heraty@cpl.ie)  
[Lorna.Conn@cpl.ie](mailto:Lorna.Conn@cpl.ie)

Attention: Anne Heraty and Lorna Conn

with copy to:

William Fry  
2 Grand Canal Square  
Dublin 2  
Email: [myra.garrett@williamfry.com](mailto:myra.garrett@williamfry.com)

[mark.talbot@williamfry.com](mailto:mark.talbot@williamfry.com)

Attention: Myra Garrett and Mark Talbot

or such other postal address or email as it may have notified to the other Party in writing in accordance with the provisions of this clause 4.3.

- (b) Any notice or document shall be deemed to have been served:
  - (i) if delivered by overnight delivery or by hand, at the time of delivery; or
  - (ii) if sent by e-mail, at the time of the sending of the e-mail (provided that any notice deemed to have been served on any day that is not a Business Day, or on any Business Day after 5:30 p.m. (addressee's local time), shall be deemed to have been served at 9:00 a.m. (addressee's local time) on the next Business Day).

4.4 The invalidity, illegality or unenforceability of a provision of this Agreement does not affect or impair the continuance in force of the remainder of this Agreement.

4.5 No release, discharge, amendment, modification or variation of this Agreement shall be valid unless it is in writing and signed by or on behalf of each Party.

4.6 Each Party hereto represents and warrants to the other that, assuming due authorisation, execution and delivery by the other Party hereto, this Agreement constitutes the valid and binding obligations of that Party.

4.7 Each Party hereto confirms and agrees that no provision of the Transaction Agreement shall supersede, vary or otherwise amend the provisions of this Agreement.

4.8 Processing Agent

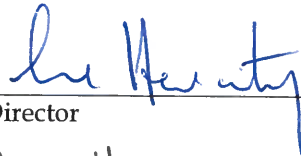
- (a) By executing this Agreement, Outsourcing:
  - (i) confirms that it has irrevocably and unconditionally appointed HMP Secretarial Limited of Riverside One, Sir John Rogerson's Quay, Dublin 2 (the "**Processing Agent**") to be its agent for the service of process in Ireland in connection with this Agreement; and
  - (ii) agrees that any Service Document may be effectively served on it in connection with any proceedings in Ireland by service on that agent.
- (b) Any Service Document shall be deemed to have been duly served on Outsourcing if marked for the attention of the Processing Agent at the address referred to in clause 4.8(a)(i) (or such other address within Dublin, Ireland as may be notified to Outsourcing by not less than five (5) clear Business Days' notice) and:
  - (i) left at the specified address with a member of staff; or
  - (ii) sent to the specified address by pre-paid post.
- (c) In the case of clause 4.8(b)(i), the Service Document shall be deemed to have been duly served when it is left. In the case of clause 4.8(b)(ii), the Service Document shall be deemed to have been duly served two (2) clear Business Days after the date of posting.

- (d) If the agent of Outsourcing at any time ceases for any reason to act as such, Outsourcing irrevocably and unconditionally undertakes that it shall appoint a replacement agent having an address for service in Dublin, Ireland and it shall notify Cpl of the name and address of, and details of the Processing Agent within , the replacement agent. Failing such appointment and notification, Cpl shall be entitled by notice to the Outsourcing to appoint a replacement agent to act on Outsourcing's behalf. The provisions of this clause applying to service on an agent apply equally to service on a replacement agent.
- 4.9 A copy of any Service Document served on Outsourcing's agent shall also be sent by post to Outsourcing. Failure or delay in so doing shall not prejudice the effectiveness of service of the Service Document.

Execution Page

IN WITNESS whereof the Parties hereto have caused this Agreement to be executed and delivered as a deed on the day and year first before WRITTEN.

GIVEN under the common seal  
of CPL RESOURCES PLC  
and delivered as a deed

  
\_\_\_\_\_  
Director

ANNE HERATY  
\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Director / Authorised Signatory

\_\_\_\_\_  
Print Name

Executed and delivered as a deed  
for and on behalf of  
OUTSOURCING INC.

By: \_\_\_\_\_

Name:

Title:

Execution Page

IN WITNESS whereof the Parties hereto have caused this Agreement to be executed and delivered as a deed on the day and year first before WRITTEN.

GIVEN under the common seal  
of CPL RESOURCES PLC  
and delivered as a deed

\_\_\_\_\_  
Director

\_\_\_\_\_  
Print Name

*Lorna Conn*

\_\_\_\_\_  
Director / Authorised Signatory

LORNA CONN

\_\_\_\_\_  
Print Name

Executed and delivered as a deed  
for and on behalf of  
OUTSOURCING INC.

By: \_\_\_\_\_

Name:

Title:



Execution Page

IN WITNESS whereof the Parties hereto have caused this Agreement to be executed and delivered as a deed on the day and year first before WRITTEN.

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of CPL RESOURCES PLC  
and delivered as a deed

\_\_\_\_\_  
Director

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Director / Authorised Signatory

\_\_\_\_\_  
Print Name

Executed and delivered as a deed  
for and on behalf of  
OUTSOURCING INC.

By: Kazuhiko Suzuki

Name: Kazuhiko Suzuki

Title: Executive Vice President