
FLUTTER ENTERTAINMENT PLC
SHARESAVE SCHEME
GLOBAL SUB-PLAN

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FLUTTER ENTERTAINMENT PLC
SHARESAVE SCHEME GLOBAL SUB-PLAN

1. Definitions

- 1.1 In this Scheme, unless the context otherwise requires, the following words and expressions shall have the following meanings, namely:

the Act means the Taxes Consolidation Act 1997, as amended;

the Board means the board of directors of the Company or a duly authorised committee thereof;

Business Day means a day other than a Saturday or Sunday or public holiday in England and Wales on which banks are open in London, Dublin and New York for general commercial business;

Capital Reorganisation means any variation in the Share capital of the Company (including, without limitation, by way of capitalisation issue, rights issue, sub-division, consolidation or reduction);

the Company means Flutter Entertainment plc, a company incorporated in Ireland under number 16956 by whatever name known from time to time;

Constituent Company means the Company and each Subsidiary which has been nominated by the Board as a Constituent Company for the purposes of the Scheme;

Control has the meaning given by section 432 of the Act;

Date of Grant means the date on which an Option is granted;

Dealing Day means any day on which the Stock Exchange is open for the transaction of business;

Eligible Employee means any employee (including an executive director) of a Constituent Company who is nominated by the Board (or falls within a category of individuals nominated by the Board) as eligible to participate in the Scheme in respect of any one or more grants of Options;

Exercise Price means the price per Share, expressed in pounds sterling or US dollars, payable on the exercise of an Option as determined by the Board but shall not be less than the International Minimum Price.

the Group means the Company and the Subsidiaries and *member of the Group* shall be construed accordingly;

International Minimum Price means such price as is stipulated by the Company at the Invitation Date being an amount not less than 80 per cent of (i) the Market Value for a Share on the Dealing Day immediately before the Invitation Date; or (ii) the average of the Market Values for a Share on the three or five consecutive Dealing Days immediately preceding the Invitation Date (rounded up to the nearest whole penny), provided that the International Minimum Price shall never be less than the nominal value of a Share;

the Invitation Date means the date on which the Board invites applications for Options;

the London Stock Exchange means London Stock Exchange plc or any successor body thereto;

Market Value means in relation to a Share the closing price of a Share, on any day if and so long as the Shares are listed on the Stock Exchange (as derived from the daily official list or equivalent such record of the Stock Exchange);

Maturity Date means in relation to any Option or application for an Option, such date as is stipulated by the Company in the invitation to apply for the Option or in any explanatory material relating to the Option and which shall not normally be less than three years from the Date of Grant of an Option, or such later date as determined in accordance with rule 7.5;

Maximum Amount means such maximum amount as the Board shall from time to time determine in pounds sterling or US dollars, or (where the Monthly Contribution is expressed in a Nominated Currency) the Nominated Currency equivalent thereof;

Minimum Amount means such minimum amount as the Board shall from time to time determine in pounds sterling or US dollars, or (where the Monthly Contribution is expressed in a Nominated Currency) Nominated Currency equivalent thereof;

Monthly Contribution means the monthly sum which shall not be less than the Minimum Amount nor more than the Maximum Amount which an Option Holder has elected to save under their Savings Arrangement which may be expressed either in whole pounds sterling or US dollars or, at the discretion of the Board, in specified units of a Nominated Currency;

Nominated Currency means any currency nominated by the Board pursuant to rule 2.2;

Option means a right granted under the Scheme to subscribe for or purchase Shares;

Option Holder means any individual who holds a subsisting Option (including, where the context permits, the legal personal representatives of a deceased Option Holder);

Option Period shall have the meaning given to that term in rule 7.4;

Original Sterling Amount shall have the meaning given to that term in rule 7.3;

Savings Arrangement means a savings arrangement relating to an Option which has been approved by the Board for the purposes of the Scheme (which may, for the avoidance of doubt, include an arrangement pursuant to which savings are made in an account of the Option Holder's election or an arrangement pursuant to which savings are held by a Constituent Company on behalf of Option Holders);

Schedule 12A means Schedule 12A to the Act;

the Scheme means this Flutter Entertainment Plc Sharesave Scheme Global Sub-Plan as amended from time to time;

Shares means an ordinary share in the capital of the Company;

Sharesave Scheme means a savings related share option scheme established by the Company;

Stock Exchange means the London Stock Exchange, the New York Stock Exchange or such other stock exchange (or any successor body) where the Shares are traded as determined by the Board;

Subsidiary means any subsidiary of the Company within the meaning of Section 7 of the Irish Companies Act 2014; and

Trustee means the trustee or trustees for the time being of any employee share trust established by the Company or any member of the Group from time to time.

- 1.2 Where the context permits the singular shall include the plural and vice versa and the masculine shall include the feminine. Headings shall be ignored in construing the Scheme.

2. Invitation for Options

- 2.1 The Board may invite all Eligible Employees to apply to be granted Options at the Exercise Price.
- 2.2 The Board may, in its absolute discretion, nominate a currency other than pounds sterling or US dollars in which Eligible Employees may elect to save pursuant to rule 7.1, and may determine an exchange rate for pounds sterling or US dollars and such Nominated Currency which shall be used at the Invitation Date for the purpose of calculating the Nominated Currency equivalent of the Monthly Contribution, the Minimum Amount and the Maximum Amount. At any time, there may be more than one currency nominated pursuant to this rule.
- 2.3 Subject to the specific provisions contained in the Scheme, the form, manner and timing of invitations to apply for Options, the form of any Savings Arrangement, the Maturity Dates of the Options, and the maximum number of Shares in respect of which invitations are made on any date (subject to rule **Error! Reference source not found.**), shall be at the absolute discretion of the Board.

3. Application for Options

- 3.1 If an Eligible Employee wishes to apply to be granted an Option they must, within such period after the Invitation Date as is stated in the invitation, deliver to the Company (or its appointed agent) a duly completed form of application together with a duly completed application for a Savings Arrangement.
- 3.2 The Board may, in its absolute discretion, treat late applications as valid on such basis as it considers appropriate.

4. Scaling Down

- 4.1 If valid applications are received for Options over a number of Shares in excess of that which the Board has determined to make available on a particular occasion, the Board may scale down applications in such manner as it considers appropriate.
- 4.2 The Board may, as an alternative to scaling down, determine in its absolute discretion that no Options shall be granted on that occasion.
- 4.3 If applications are scaled down, the Monthly Contributions under Savings Arrangements which Eligible Employees have chosen shall, where necessary, be scaled down as appropriate.
- 4.4 If, in applying the scaling down provisions contained in rule **Error! Reference source not found.**, the Board considers that it would be administratively impracticable for Options to be granted within the 30 day period referred to in rule **Error! Reference source not found.**, the Board may extend that period by not more than 14 days.

5. Grant of Options

- 5.1 The Board may, subject to any scaling down, on a single date which shall not be later than the 30th day after the earliest date by reference to which the Exercise Price was calculated, grant all (but not some of) the Options for which valid application has been made by Eligible Employees (provided that they remain Eligible Employees on the Date of Grant).
- 5.2 As soon as practicable after the Date of Grant, the Board shall procure the issue of an Option certificate to each Option Holder in such form as it may determine.
- 5.3 Options shall be granted in consideration of Eligible Employees agreeing to enter into Savings Arrangements. No cash payment shall be made for the grant of an Option.
- 5.4 No Option shall be granted under the Scheme after the Company's annual general meeting in 2034.
- 5.5 Every Option granted hereunder shall be personal to the Option Holder and, except to the extent necessary to enable a personal representative to exercise the Option following the death of an Option Holder, neither the Option nor the benefit thereof may be transferred, assigned, charged or otherwise alienated. Any transfer of an Option otherwise than as permitted under this rule **Error! Reference source not found.** shall cause the Option to lapse.

6. Individual Limit

- 6.1 No individual may be granted an Option if the entry into the related Savings Arrangement would result in the Monthly Contributions under that Savings Arrangement, when added to the sum of their Monthly Contributions under any other subsisting savings arrangements and if the Board so determines from time to time, under any cancelled savings arrangements (whether or not linked to a subsisting Option granted under a Sharesave Scheme), exceeding the Maximum Amount. No individual shall be permitted to make a Monthly Contribution of less than the Minimum Amount.
- 6.2 Any Option which is purported to be granted in excess of the limits in this rule **Error! Reference source not found.** shall take effect as an Option which would not exceed those limits.

7. Terms of Savings Arrangements and Grant of Options

- 7.1 The Monthly Contribution under an Eligible Employee's Savings Arrangement shall be subject to the limits in rule 6.1.
- 7.2 The Monthly Contribution shall, unless the Board agrees to a different method for savings to be made (such as savings made by the Option Holder themselves into an account agreed with the Company), be deducted from the Eligible Employee's net pay on a monthly basis.
- 7.3 Where the Monthly Contribution is paid in a Nominated Currency and the amount is equivalent to a pounds sterling or US dollars amount calculated on the basis of the exchange rate determined at the Invitation Date pursuant to rule 2.2 (the **Original Amount**) the Board may, in its discretion, on one or more occasions during the course of the Savings Arrangement, alter the exchange rate fixed at the Invitation Date to take account of general currency movements and may permit the Nominated Currency amount of the Monthly Contribution to be altered from such date so that, calculated by reference to such new exchange rate, it is equivalent to the Original Amount.

- 7.4 Unless the provisions in rule 4 apply, an Option shall be granted to an Eligible Employee over such number of Shares (*N*) as is calculated according to the following formula:

$$N = \frac{MC \times Y}{EP}$$

Where:

MC represents the Monthly Contribution, expressed in pounds sterling or US dollars, which the Eligible Employee has elected to save under their Savings Arrangement;

Y represents such number of months as the Board may determine prior to the relevant Invitation Date (the **Option Period**) plus an additional number of months' Monthly Contributions which the Board estimates to be equivalent to the likely amount of interest (if any) to be earned on the Savings Arrangement; and

EP represents the Exercise Price of an Option.

If, at the Maturity Date, the actual proceeds of the Savings Arrangement are less than **MC x Y**, the Option Holder may be permitted at the Board's discretion to top-up the proceeds from a separate source and otherwise will only be permitted to exercise their Option to the extent of their actual savings.

In no event may the Option Holder acquire on exercise a greater number of Shares than that over which the Option is granted (and any excess savings shall be returned to the Option Holder).

- 7.5 If an Option Holder misses Monthly Contributions to their Savings Arrangement, the Maturity Date shall be deferred by the number of months for which contributions are missed.

8. Exercise and Lapse of Options

- 8.1 Save as otherwise permitted under these rules, an Option may only be exercised:

- (a) during the six months following the Maturity Date relating to it; and
- (b) by an Option Holder who is, at the date of exercise, a director or employee of a Constituent Company,

and, if not exercised, shall lapse at the end of the six month period following the Maturity Date. Notwithstanding any other provision in these rules, no Option may be exercised more than 10 years after its Date of Grant.

- 8.2 Where an Option Holder ceases to be a director or employee of a Constituent Company before the expiry of six months after the Maturity Date:

- (a) on retirement; or
- (b) by reason of redundancy (as determined by the Board); or
- (c) by reason of injury or disability; or
- (d) his office or employment relates to a business or part of a business which is transferred to a person who is neither an associated company nor a company of which the Company has Control; or
- (e) for any other reason as the Board in its absolute discretion may determine,

they may exercise any outstanding Options within six months of the date on which their employment ceased, failing which exercise the Options shall lapse automatically provided that the Options may not be exercised more than six months following the relevant Maturity Date.

- 8.3 Where an Option Holder ceases to be a director or employee of a Constituent Company before the expiry of six months after the Maturity Date for any reason other than those in rule 8.2 or other than dismissal for gross misconduct, breach of contract or serious shortfall in performance, they may exercise any outstanding Options which were granted more than three years before the date of cessation of employment within six months of the date on which their employment ceased, failing which exercise the Options shall lapse automatically, provided that the Options may not be exercised more than six months following the relevant Maturity Date.
- 8.4 Where an Option Holder ceases to be a director or employee of a Constituent Company before the expiry of six months after the Maturity Date in any circumstances other than those set out in rules **Error! Reference source not found.** and 8.3, their Options shall lapse automatically.
- 8.5 If an Option Holder dies while in service or at any time after leaving service when they hold an Option, such Options may be exercised by their personal representatives at any time within the twelve month period following:
- (a) the date of death, if such death occurred before the relevant Maturity Date; and
 - (b) the Maturity Date, in the event of their death on or within six months after the relevant Maturity Date,
- failing which exercise, the Options shall lapse automatically.

For the avoidance of doubt, an Option exercisable under this rule **Error! Reference source not found.** shall not lapse prior to the expiry of the specified twelve month period by virtue of rule **Error! Reference source not found.**

- 8.6 For the purposes of rules **Error! Reference source not found.** to 8.3, an Option Holder shall not be treated as ceasing to be a director or employee of a Constituent Company until:
- (a) they cease to hold an office or employment in the Company or any company over which the Company has Control or any Associated Company; or
 - (b) being a director or employee who is absent from work wholly or partly because of maternity, paternity leave or other parental leave (as appropriate), they cease to be entitled to exercise any statutory or contractual right to return to work.
- 8.7 Notwithstanding rule **Error! Reference source not found.**, if, at the Maturity Date, an Option Holder holds an office or employment in a company which is not a Constituent Company but is an Associated Company or a company over which the Company has Control, Options may be exercised within (but no later than) six months following the Maturity Date.
- 8.8 If, before the Option has become exercisable, the Option Holder:
- (a) gives notice, or is deemed to have given notice, under the terms of the related Savings Arrangement that they intend to stop paying contributions to that Savings Arrangement;
 - (b) misses more than 12 contributions in respect of a Savings Arrangement; or
 - (c) makes an application for repayment of the related Savings Arrangement,

the Option shall automatically lapse.

- 8.9 Subject to applicable law, if an Option Holder is declared bankrupt or enters into any general composition with or for the benefit of their creditors including a voluntary arrangement under the law of their relevant jurisdiction, their Options shall automatically lapse.
- 8.10 If an Option becomes exercisable under any provision of the Scheme before the Maturity Date, it shall be exercisable only over such number of Shares (*S*) as is calculated according to the following formula:

$$S = \frac{MC \times Y}{EP}$$

Where:

MC represents the Monthly Contribution which the Eligible Employee has elected to save under their Savings Arrangement;

Y represents such number of months in respect of which Monthly Contributions have been made as at the date of exercise in accordance with the terms of the Savings Arrangement; and

EP represents the Exercise Price of an Option,

and if the actual proceeds of the Savings Arrangement are less than $MC \times Y$, the Option Holder may be permitted at the Board's discretion to top-up the proceeds from a separate source and otherwise will only be permitted to exercise their Option to the extent of their actual savings.

- 8.11 If the actual proceeds of the Savings Arrangement exceed the amount payable on exercise of the Option to acquire the number of Shares determined under rule 8.10, the excess savings shall be returned to, or retained by, the Option Holder (as applicable).
- 8.12 An Option shall lapse immediately after it is first exercised notwithstanding that it shall not have been exercised in respect of the maximum number of Shares over which the Option was granted.
- 8.13 Following any exercise or lapse of an Option in accordance with this rule 8, the balance of the Option Holder's Savings Arrangement shall be paid to them as soon as practicable, and no further amounts will be collected from the Option Holder.

9. Method and Extent of Exercise

- 9.1 An Option may only be exercised with monies as nearly as possible equal to but not exceeding the amount of Monthly Contributions made under the related Savings Arrangement as at the date of exercise. No account shall be taken of any Monthly Contribution which is made after the date of exercise, or any interest in respect of that Monthly Contribution.
- 9.2 An Option Holder may exercise their Option on one occasion only, in whole or in part, by giving notice in writing to the Company or to such other person (including, for the avoidance of doubt, the Trustee), as the Company may direct in the prescribed form specifying the number of Shares in respect of which the Option is being exercised and enclosing payment in full of the aggregate Exercise Price of those Shares or authority to the Company to withdraw and apply monies equal to the Exercise Price from the related Savings Arrangement, or in such other manner including through an online facility as the Board may determine. The date of exercise shall be the later of (i) the date of receipt by the Company (or such other person as the Company may direct) of the notice of exercise and (ii) the date specified by the Company in any form of

notice of exercise provided to the Option Holder. If the Option is exercised in respect of some but not all of the Shares comprised in the Option, the balance of the Option shall lapse automatically.

10. Change of Control and Winding up of the Company

10.1 Offers for Share Capital

- (a) Subject to rule 12, if any person obtains Control of the Company as a result of making an offer to acquire Shares, the Board shall as soon as reasonably practicable of becoming aware thereof notify every Participant and may, at the same time, request each such Participant to exercise unexercised Options held by him and each such Participant may, whether so requested or not, within six months of the time when the person making the offer has obtained Control of the Company and any condition subject to which the offer has been satisfied, exercise unexercised Options held by him (or, as the case may be, those portions of them not already exercised) in relation to the Shares to which such Options relate.
- (b) In the event of a Participant failing to exercise an Option requested to be exercised by him by the Board pursuant to rule 10.1(a), such Option shall be deemed to have lapsed.

Compulsory acquisition of Company

- 10.2 Subject to rule 12, if a person becomes entitled or bound to acquire shares in the Company under Chapter 2 of Part 9 of the Companies Act 2014, all Options may be exercised at any time when the person remains so entitled and bound. If not so exercised, the Options shall cease to be exercisable and shall lapse.

11. Reconstruction, Amalgamation and Winding-up

11.1 Subject to rule 12, in the event of:-

- (a) the court, under Chapter 1 of Part 9 of the Companies Act 2014, sanctioning a compromise or arrangement proposed for the purposes of or in connection with a scheme for the reconstruction of the Company or its amalgamation with any other company or companies (the sanction by the court of the compromise or arrangement shall be communicated by the Board to each Participant in writing); or
- (b) the Company passing a resolution for its voluntary winding-up (the passing of which resolution shall be communicated by the Board to each Participant in writing)

a Participant may, within six months of the court sanctioning such compromise or arrangement or the passing of the resolution for the Company's voluntary winding-up, exercise unexercised Options held by him (or, as the case may be, those portions of them not already exercised) in relation to the Shares to which such Options relate.

- 11.2 In the event of a Participant failing to exercise an Option pursuant to rule 11.1 within 6 months of being first required or entitled to do so, such Option shall be deemed to have lapsed.

12. Exchange of Awards on Takeover of Company

Exchange of Options

- 12.1 If the person referred to in rule 10.1, 10.2 or 11.1(a) (reading the reference in rule 10.1 to “proposes to obtain” as “obtains”) is a company (*Acquiring Company*), a Participant may, at any time during the period set out in rule 9.2, by agreement with the Acquiring Company, release his Option in whole or in part in consideration of the grant to him of a new option (*New Option*) which is equivalent to the Option but which relates to shares (*New Shares*) in the Acquiring Company.

Period allowed for exchange of Options

- 12.2 The period referred to in rule 12.1 is:
- (a) where rule 10.1 applies, the period referred to in that rule;
 - (b) where the rule 10.2 applies, the period during which the Acquiring Company remains so entitled or bound; and
 - (c) where rule 11.1(a) applies, the period of six months beginning with the time when the court sanctions the compromise or arrangement.

Meaning of “equivalent”

- 12.3 The New Option shall not be regarded for the purpose of this rule 12 as equivalent to the Option unless:
- (a) the New Option will be exercisable in the same manner as the Option and subject to the provisions of the Scheme as it had effect immediately before the release of the Option; and
 - (b) the total market value, immediately before the release of the Option, of the Shares which were subject to the Option is as nearly as may be equal to the total market value, immediately after the grant of the New Option, of the New Shares (market value being determined for this purpose in accordance with section 548 of the Act); and
 - (c) the total amount payable by a Participant for the acquisition of the New Shares under the New Option is as nearly as may be equal to the total amount that would have been payable by the Option Holder for the acquisition of the Shares under the Option.

Date of grant of New Option

- 12.4 The date of grant of the New Option shall be deemed to be the same as the Date of Grant of the Option.

Application of Scheme to New Option

- 12.5 In the application of the Scheme to the New Option, where appropriate, references to “Company” and “Shares” shall be read as if they were references to the company to whose shares the New Option relates and the New Shares, respectively.

13. Adjustment of Options

- 13.1 Subject to the provisions of Rule 11 hereof, in the event of any capitalisation issue, rights issue, sub-division, consolidation or any reduction or other reorganisation of the capital of the Company, the number of Shares composed in any Option, and/or the Option Price therefor may be adjusted by the Board in such manner as it may in its absolute discretion to be appropriate, provided that in the event that any alteration of capital results in the reduction of the Option

Price to less than the nominal value of the Shares, the Option Price shall be increased to the nominal value of such Shares.

- 13.2 All Participants shall be informed of any such variation as soon as practicable thereafter.

14. Allotment or Transfer of Shares on Exercise of Options

- 14.1 All allotments, issues and transfers of Shares will be subject to any necessary consents under any relevant enactments or regulations for the time being in force in Ireland or elsewhere.
- 14.2 Subject to any necessary consents under rule **Error! Reference source not found.**, to payment being made for the Shares and to compliance by the Option Holder with the terms of the Scheme, not later than 30 days after receipt of any notice of exercise in accordance with rule 8.1, the Company shall either allot and issue or procure the transfer of Shares to the Option Holder (or to their nominee). The Company shall (unless the Shares are to be issued in uncertificated form) as soon as practicable deliver to the Option Holder (or such nominee) a definitive share certificate or other evidence of title in respect of such Shares. Where the Shares are issued or transferred to a nominee of the Option Holder, the Option Holder shall remain the beneficial owner of the Shares.

15. Rights Attaching to Shares Allotted or Transferred Pursuant to Options

- 15.1 All Shares allotted or transferred to satisfy the exercise of an Option shall rank equally in all respects with the Shares in issue at the date of exercise save as regards any rights attaching to such Shares by reference to a record date prior to the date of exercise.
- 15.2 Any Shares acquired on the exercise of Options shall be subject to the articles of association of the Company from time to time in force.

16. Availability of Shares

- 16.1 The Company shall at all times keep available for issue sufficient authorised but unissued Shares to permit the exercise of all unexercised Options under which Shares may be allotted or shall otherwise procure that Shares are available for transfer in satisfaction of the exercise of Options.
- 16.2 If and so long as the Shares are listed on any Stock Exchange, the Company shall apply, as necessary, for a listing on such Stock Exchanges for any Shares issued or purchased pursuant to the Scheme as soon as practicable after the allotment or purchase thereof.

17. Administration

- 17.1 Any notice or other communication made under, or in connection with, the Scheme may be given by personal delivery or by sending the same by email or post, in the case of a company to its registered office and in the case of an individual to his last known address, or, where he is a director or employee of a Participating Company, 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 by email to the email address assigned to him in connection with his office or employment (save where an employee is absent from his employment for a period of leave, other than annual leave, during which he will not have access to such 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 if sent by email shall be deemed to have been duly given on transmission.

- 17.2 The Company may distribute to Participants copies of any notice or document normally sent by the Company to the holders of Shares.
- 17.3 If any option certificate shall be worn out, defaced or lost, it may be replaced on such evidence being provided as the Board may require.
- 17.4 The Company shall at all times keep available for allotment unissued Shares at least sufficient to satisfy all Options under which Shares may be subscribed.
- 17.5 The decision of the Board in any dispute relating to an Option or the due exercise thereof or any other matter in respect of the Scheme shall be final and conclusive.
- 17.6 The costs of introducing and administering the Scheme shall be borne by the Company.

18. Amendments

- 18.1 Except as described in this Rule 17, the Board may at any time amend the Rules.
- 18.2 The Company shall obtain shareholder approval of any such amendment to the Scheme in such a manner and to such a degree as required by any law, regulation or stock exchange rule.
- 18.3 An amendment may not adversely affect the rights of an existing Participant except where the amendment has been approved by Participants who together represent the holders of Awards which have the majority of Shares which are the subject all Awards outstanding at such time.
- 18.4 The Board shall have the power to make such amendments and alterations as are required, including the power to create new share based incentive plans and sub plans for Eligible Employees in jurisdictions outside of Ireland, to take account of local restrictions, taxation requirements, exchange control, security laws etc or to take advantage of taxation laws specific to the provision of share based incentive schemes in any jurisdiction.

19. Data protection

The Option Holder's attention is drawn to the Company's data privacy notice, which sets out how the Option Holder's personal data will be used and shared by the Company and other Group Companies. The data privacy notice does not form part of these rules and may be updated from time to time. By participating in the Scheme, the Option Holder consents to the use and sharing of their personal data for the purposes of operating and administering the Scheme as set out in the Company's data privacy notice as amended from time to time.

20. Tax

Any liability of an Option Holder to taxation or social security contributions shall be for the account of the relevant Option Holder and the issue or transfer of any Shares subject to an Option Holder's Option shall be conditional upon the Option Holder having discharged the amount required to satisfy the taxation or social security contributions which arise in respect of the Option and the Shares subject to the Option to the satisfaction of the Company, or otherwise having complied with any arrangements specified by the Company to secure that such taxation or social security contributions are satisfied including irrevocably authorising the Company to sell or procure the sale of sufficient Shares on or following the exercise of their Option on their behalf to ensure that any relevant member of the Group or former member of the Group receives the amount required to discharge the taxation or social security contributions which arise and by participating in the Scheme an Option Holder is deemed to have given such authorisation.

21. General

- 21.1 Any Constituent Company may, subject to applicable law, provide money to the Trustee or any other person to enable them to acquire Shares to be held for the purposes of the Scheme, or enter into any guarantee or indemnity for those purposes.
- 21.2 The rights and obligations of an Option Holder under the terms and conditions of their office or employment shall not be affected by their participation in the Scheme or any right they may have to participate in the Scheme. An individual who participates in the Scheme waives all and any rights to compensation or damages in consequence of the termination of their office or employment with any company for any reason whatsoever (whether lawfully or unlawfully) insofar as those rights arise, or may arise, from their ceasing to have rights under or be entitled to exercise any Option under the Scheme as a result of such termination or from the loss or diminution in value of such rights or entitlements. If necessary, the Option Holder's terms of employment shall be varied accordingly.
- 21.3 The existence of any Option shall not affect in any way the right or power of the Company or its shareholders to make or authorise any or all adjustments, recapitalisations, reorganisations or other changes in the Company's capital structure, or any merger or consolidation of the Company, or any issue of shares, bonds, debentures, preferred or prior preference stocks ahead of or convertible into, or otherwise affecting the Shares or the rights thereof, or the dissolution or liquidation of the Company or any sale or transfer of all or any part of its assets or business, or any other corporate act or proceeding, whether of a similar character or otherwise.
- 21.4 Any notice or other document required to be given under or in connection with the Scheme may be delivered to an Option Holder or sent by hand, electronic means, registered post or courier to them at their home address according to the records of their employing company or such other address as may appear to the Company to be appropriate including any electronic address. Notices sent by hand, registered post or courier shall be deemed to have been given at the time of delivery and notices sent by electronic means shall be deemed to have been given at the time of transmission. Any notice or other document required to be given to the Company or other duly appointed agent under or in connection with the Scheme may be delivered or sent by hand, electronic means, registered post or courier to it at its registered office (or such other place or places as the Board or duly appointed agent may from time to time determine and notify to Option Holders). Where delivery occurs outside of 9.30am to 5.30pm on a Business Day, notice shall be deemed to have been received at 9.30am on the next following Business Day.
- 21.5 The Company is not required to send to Option Holders copies of any documents or notices normally sent to the holders of its Shares.
- 21.6 The Company, or where the Board so directs any Subsidiary, shall pay the appropriate stamp duty on behalf of the Option Holders in respect of any transfer of Shares on the exercise of the Options.
- 21.7 The Company will pay the costs of introducing and administering the Scheme. The Company may ask an Option Holder's employer to bear the costs in respect of an Option granted to that Option Holder.
- 21.8 Benefits under this Scheme shall not be pensionable.
- 21.9 These rules shall be governed by, and construed in accordance with, the laws of Ireland. Each Option Holder, the Company and any other Constituent Company or associated company

submits to the exclusive jurisdiction of the Irish courts in relation to all disputes arising out of or in connection with the Scheme.