

## FINEOS CORPORATION HOLDINGS PUBLIC LIMITED COMPANY

### 2019 SHARE OPTION AND RETENTION PLAN

#### **INTRODUCTION:**

The Fineos International Limited 2019 Share Option Plan (the "**Old Plan**") was established to promote the interests of Fineos International Limited ("**Fineos International**") by providing eligible persons in Fineos International's service with the opportunity to acquire A Ordinary Shares in Fineos International as an incentive for them to remain in the service of Fineos International.

On 24 June 2019, the entire issued share capital of Fineos International was acquired by Fineos Corporation Holdings Public Limited Company (the "**Group Reorganisation**"). Pursuant to Rule 14 of the Old Plan each option outstanding under the Old Plan immediately prior to the Reorganisation was replaced with an equivalent option to acquire A Ordinary Shares in Fineos Corporation Holdings Public Limited Company (the "**Company**") and the rules of this Plan, adopted by the board of directors of the Company on 25 June 2019, apply to each such option (a "**Replacement Option**").

Further to a resolution passed at the extraordinary general meeting of the Company held on 9 July 2019 (the "**EGM**"), pursuant to which the A Ordinary Shares in the issued and unissued share capital of the Company were redesignated as Ordinary Shares, each Replacement Option is now an option to subscribe for Ordinary Shares in the Company. Further to a resolution passed at the EGM sub-dividing all the issued and unissued shares of the Company by 10 (the "**Sub-Division**"), the Board of Directors of the Company resolved on 9 July 2019, as a consequence of the Sub-Division, that (i) the number of Ordinary Shares in the Company subject to each Replacement Option be multiplied by 10 and (ii) the Exercise Price per Ordinary Share in the Company applicable to each Replacement Option be divided by 10.

These Rules (as amended from time to time) shall apply (unless otherwise expressly stated) to all options granted by the Company prior to Listing (as defined below) to its employees or employees of a Group Company to subscribe for shares of the Company.

Each employee who accepts or exercises an option is deemed to have accepted these Rules as fundamental terms of the arrangement between such individual and the Company.

The grant of options is, and will remain, entirely at the discretion of the Board and is not a standard employee benefit.

#### **RULES:**

##### **1. DEFINITIONS AND INTERPRETATION**

1.1 In these Rules, unless the context otherwise requires, the following words and expressions shall have the following meanings:

" <b>Adoption Date</b> "	25 June 2019.
" <b>Applicable Law</b> "	the laws of Ireland applicable to the Company, the Listing Rules, the ASX Settlement Operating Rules, any legal or other requirement of ASIC or ASX or any other applicable stock exchange or automated quotation system rules applicable to the Plan, Options and/or Shares and the applicable laws, rules, regulations and requirements of any country or jurisdiction where Options are or are to be granted, exercised, vest or be settled, as such laws, rules, regulations and requirements shall be in place from time to time.
" <b>ASIC</b> "	the Australian Securities and Investment Commission.
" <b>ASX</b> "	ASX Limited (ACN 008 624 691) or the Australian Securities Exchange, as the context requires.

<b>"ASX Settlement Operating Rules"</b>	the operating rules of the settlement facility provided by ASX Settlement Pty Limited (ABN 49 008 504 532).
<b>"Board"</b>	the Board of Directors of the Company or a duly constituted committee of the Board of Directors.
<b>"Cause"</b>	the commission by the Optionholder of any act or omission justifying his summary dismissal from his employment with a Group Company or summary termination of his engagement with a Group Company pursuant to the written terms and conditions of such employment or engagement or, in the absence of such written terms, (a) the Optionholder's unauthorised misuse of a Group Company's trade secrets or proprietary information, (b) the Optionholder's conviction of or guilty plea in relation to any criminal offence, (c) the commission by the Optionholder of an act of fraud against a Group Company, or (d) the Optionholder's gross negligence, wilful misconduct or breach of fiduciary duty in the performance of his duties which has had or could have a material adverse effect on the Company or the Group's reputation or business.
<b>"Cessation Date"</b>	in relation to a Participant, the date on which he ceases to be an Employee.
<b>"CDI"</b>	CHESSE depository interest over Shares, as defined by the ASX Settlement Operating Rules.
<b>"Companies Act"</b>	the Companies Act 2014 of Ireland.
<b>"Control"</b>	has the meaning given in Section 50AA of the Corporations Act 2001 (Cth) of Australia.
<b>"Dealing"</b>	in relation to an Option or a Share (as the case may be), any dealing, including but not limited to: <ul style="list-style-type: none"> <li>(a) a sale, transfer, assignment, trust, encumbrance, option, swap, any alienation of all or any part of the rights attaching to the Option or Share;</li> <li>(b) any attempt to do any of the actions set out in paragraph (a); and</li> <li>(c) any arrangement or transaction in financial products that operates to limit the economic risk associated with holding a Share or Option.</li> </ul>
<b>"Dealing Restriction"</b>	a restriction on Dealing with an Option or Shares (as applicable) as set out in this Plan or in the Securities Trading Policy.
<b>"Employee"</b>	an individual who provides services to one or more Qualifying Companies as a full-time or part-time employee.
<b>"Exercise Price"</b>	the price payable per Option Share, as determined by the Board on the Grant Date in accordance with the provisions of Rule 4.3.
<b>"Expiration Date"</b>	in relation to an Option, the date on which such Option expires, being the last day of the term of the Option as determined by the Board pursuant to Rule 4.2 and as set forth in the Option Certificate.

<b>"Grant Date"</b>	in relation to an Option, the date on which such Option is granted pursuant to a resolution of the Board passed in accordance with the provisions of Rule 4.4.
<b>"Group Company"</b>	the Company, the Holding Company of the Company or any Subsidiary of the Company or such Holding Company and <b>"Group"</b> means all such companies.
<b>"Holding Company"</b>	the same meaning as in the Companies Act 2014.
<b>"IPO"</b>	the admission or listing of shares in the Company for trading on any recognised stock exchange or securities market.
<b>"Listing"</b>	the admission of the Company and the quotation of CDIs for trading on ASX.
<b>"Listing Rules"</b>	the official listing rules of ASX as they apply to the Company from time to time.
<b>"Option"</b>	an option granted under the Plan, but excluding any option which: <ul style="list-style-type: none"> <li>(a) has been cancelled by agreement between its holder and the Company; or</li> <li>(b) has lapsed or otherwise ceased to be capable of exercise for any reason whatsoever (or, in the case of any option which has only partially ceased to be capable of exercise, such part of it as shall have so ceased).</li> </ul>
<b>"Option Certificate"</b>	a certificate given by the Company to the Optionholder pursuant to Rule 4.5.
<b>"Optionholder"</b>	an individual who holds an Option.
<b>"Option Share"</b>	a Share subject to an Option.
<b>"Participant"</b>	a person who is for the time being an Optionholder, or the holder of Shares purchased pursuant to the exercise of an Option, or the legal personal representatives of any such person.
<b>"Plan"</b>	the Fineos Corporation Holdings Public Limited Company 2019 Share Option and Retention Plan, as implemented by these Rules.
<b>"Qualifying Company"</b>	the Company and every other body corporate which is for the time being a Subsidiary of the Company.
<b>"Rules"</b>	these Rules, subject to any alterations or additions made under Rule 15.
<b>"Securities Trading Policy"</b>	the policy of the Company on Dealing in securities of the Company by Employees, officers and/or directors of the Company or any Group Companies, as amended or replaced from time to time;
<b>"Share"</b>	an Ordinary Share of €0.01 in the capital of the Company.
<b>"Subsidiary"</b>	the same meaning as in the Companies Act.

<b>"Trigger Event"</b>	<ul style="list-style-type: none"> <li>(i) an acquisition by any person, or group of persons acting in concert (excluding any persons connected or related to the existing shareholders), of Control of the Company, as a result of purchasing and/or subscribing for shares in the Company under a trade sale; or</li> <li>(ii) an IPO.</li> </ul>
<b>"Unvested Option Share"</b>	as of any relevant date, an Option Share which has not become exercisable as of such date in accordance with the Vesting Condition(s).
<b>"Vested Option Share"</b>	as of any relevant date, an Option Share which has become exercisable as of such date in accordance with the Vesting Condition(s), subject to the occurrence of a Trigger Event.
<b>"Vesting Conditions"</b>	the condition(s) (if any) specified in the Option Certificate, the satisfaction of which renders an Option exercisable.

1.2 Any reference in these Rules to any statute, statutory provision, Listing Rules or ASX Settlement Operating Rules is to be construed as a reference to such statute, provision, Listing Rules or ASX Settlement Operating Rules as amended, consolidated or re-enacted from time to time and to any orders, regulations, instruments or other subordinate legislation (and relevant codes of practice) made under the relevant statute for the time being in force.

1.3 The headings in these Rules are inserted for ease of reference only and shall not be taken into account in construing these Rules.

1.4 Words denoting the masculine gender shall include the feminine and neuter genders and words denoting the singular shall include the plural and vice versa.

1.5 For the avoidance of doubt, it is hereby declared that these Rules shall extend to all of the companies which are for the time being Qualifying Companies.

## 2. ELIGIBILITY FOR PARTICIPATION

2.1 No person shall be entitled as of right to participate in the Plan and the Board may from time to time, subject to these Rules but otherwise in its absolute discretion, select the Employees who shall be offered Options pursuant to the terms of the Plan.

## 3. SHARES SUBJECT TO THE PLAN

3.1 Share Limits. Subject to adjustment as provided for in Rule 12 below, the number of Shares in respect of which Options may be granted on any day shall not, when aggregated with the number of Shares which immediately prior to that day have been or remain to be issued pursuant to Options granted to Employees under the Plan, exceed 22,301,000 Shares.

3.2 Listing of Shares or CDIs on ASX. If Shares or CDIs issued on the settlement or exercise of an Option are quoted on ASX, the Company will apply for quotation of those Shares or CDIs within the period required by the Listing Rules.

3.3 Issue of CDIs. Where the Listing Rules apply and the Company has arranged for the issue of CDIs to be quoted on ASX, the Company may treat any references to Shares in this Plan to CDIs (and for example calculate market value by reference to CDIs or arrange for the Participant to receive CDIs instead of Shares and to apply for quotation of CDIs instead of Shares) and take any other steps as it deems prudent in that regard or necessary to comply with its obligations in relation to CDIs and it is a condition of the grant of each award that the Participant agrees to the Company so doing.

#### 4. GRANT OF OPTIONS

- 4.1 Commencement and Duration of Plan. The Plan has effect from the Adoption Date. Options may be granted under the Plan at any time until termination in accordance with Rule 16.
- 4.2 Duration of Options. Options granted under the Plan shall remain outstanding for a maximum term of *seven* years measured from the Grant Date or such shorter term as may be determined by the Board on the Grant Date.
- 4.3 Exercise Price. The Exercise Price payable for each Option Share subject to an Option shall be determined by the Board but shall not be less than the nominal value of a Share.
- 4.4 Grant. At such time or times as it shall in its absolute discretion determine, the Board may by appropriate resolution approve the grant of an Option to an Employee.
- 4.5 Certificate. As soon as reasonably practicable after the Grant Date, the Board shall issue to the Optionholder an Option Certificate which shall:
- 4.5.1 specify the Grant Date of the Option;
  - 4.5.2 specify the number of Option Shares subject to the Option;
  - 4.5.3 specify the Exercise Price payable for each Option Share;
  - 4.5.4 specify the Vesting Condition(s) (if any) applicable to the Option;
  - 4.5.5 specify the Expiration Date of the Option;
  - 4.5.6 specify the terms and conditions attaching to any exercise of the Option; and
  - 4.5.7 subject to the above, be issued in the form set out in Schedule 1 to these Rules or such other form as the Board shall from time to time prescribe.
- 4.6 No Assignment or Transfer. An Option granted under the Plan shall be personal to the Optionholder and shall be non-assignable. An Option shall lapse forthwith if (except in the case of the death of the Optionholder) it is purported to be transferred, assigned, mortgaged, charged or otherwise disposed of by the Optionholder.
- 4.7 Early Exercise. The Board may, in its absolute discretion, permit a Participant to exercise an Option which has not otherwise become exercisable in accordance with the Vesting Conditions or other conditions established for such Option.
- 4.8 Compliance with Applicable Laws.
- 4.8.1 An Option will not be effective unless such Option is in compliance with all Applicable Laws (including the Listing Rules), as they are in effect on the date of grant of the Option and also on the date of exercise, vesting or settlement. Notwithstanding any other provision of the Plan, the Company will have no obligation to issue or transfer or deliver certificates (or other form of holding statement) for Shares under the Plan prior to:
    - (a) obtaining any approvals from governmental agencies that the Company determines are necessary or advisable; and/or
    - (b) completion of any registration or other qualification of such Share under any law or ruling of any governmental body that the Company determines to be necessary or advisable.
  - 4.8.2 The Company will be under no obligation to effect compliance with the registration, qualification or listing requirements of any securities laws, exchange control laws, stock exchange or automated quotation system, and the Company will have no liability for any inability or failure to do so.
- 4.9 Employees' Share Scheme. The Plan is an employees' share scheme within the meaning of Section 64(1) of the Companies Act.

5. **EXERCISE OF OPTIONS**

- 5.1 Subject to Rule 10.1, an Option shall first become exercisable six (6) months after a Trigger Event and once exercisable may be exercised for some or all of the Vested Option Shares subject to such Option.
- 5.2 The exercise of an Option shall be effected by a notice in writing by the Optionholder to the Company which shall:
- 5.2.1 specify the number of Option Shares in respect of which the Option is being exercised;
  - 5.2.2 be accompanied by payment to the Company of an amount equal to the product of the number of Option Shares so specified and the Exercise Price payable for each Option Share;
  - 5.2.3 unless the Board otherwise permits, be accompanied by the Option Certificate issued in respect of the Option; and
  - 5.2.4 subject to the above, be given in the form set out in Schedule 2 to these Rules or such other form as the Board may from time to time prescribe.
- 5.3 Within sixty (60) days after a notice exercising an Option has taken effect, the Board on behalf of the Company shall allot to the Participant the number of Shares in respect of which the notice has taken effect.
- 5.4 As soon as reasonably practicable after allotting any Shares, the Board on behalf of the Company shall:
- 5.4.1 issue to the Participant a share certificate in respect of the Shares so allotted; and
  - 5.4.2 if the Option remains partially unexercised, either amend the Option Certificate issued to the Optionholder pursuant to Rule 4.5 so as to indicate the number of Option Shares in respect of which the Option may still be exercised, or issue to the Optionholder a new Option Certificate which shall contain all the information which would have been contained in such an amended certificate.
- 5.5 All Shares allotted under Options shall rank *pari passu* in all respects with the Shares for the time being in issue except as regards any rights attaching to such Shares by reference to a record date prior to the date of such allotment.

6. **LAPSE OF OPTIONS**

Subject to Rules 7, 8, 9,10,11 and 13, an Option shall lapse to the extent that it has not been exercised on or prior to the earliest to occur of:

- 6.1 the Expiration Date of the Option; or
- 6.2 the Optionholder's Cessation Date.

7. **DEATH OF AN OPTIONHOLDER**

- 7.1 Unvested Option Shares. If an Optionholder ceases to be an Employee by reason of his death, each Option held by the Optionholder as of the date of his death shall lapse and cease to be exercisable with respect to the Unvested Option Shares subject to such Option.
- 7.2 Vested Option Shares. Each Option held by the Optionholder which is exercisable for Vested Option Shares as of the date of his death shall remain exercisable with respect to such Vested Option Shares and may be exercised with respect to some or all of such Vested Option Shares by the Optionholder's legal personal representatives at any time until the Expiration Date of the Option, or any earlier date determined pursuant to Rules 10, 11 or 13, and the Option shall thereafter lapse and cease to be exercisable.

## 8. RETIREMENT OF AN OPTIONHOLDER

### 8.1 Unvested Option Shares. If an Optionholder ceases to be an Employee:

8.1.1 because he has retired on or after reaching 65 years of age; or

8.1.2 because of ill-health compelling the Optionholder to retire;

then, in either case, each Option held by such Optionholder as of his Cessation Date shall lapse and cease to be exercisable with respect to all Unvested Option Shares subject to such Option as of such date.

### 8.2 Vested Option Shares. Each such Option shall remain exercisable with respect to the Vested Option Shares subject to such Option as of the Optionholder's Cessation Date and may be exercised, with respect to some or all of such Vested Option Shares, at any time until the Expiration Date of the Option, or any earlier date determined pursuant to Rules 10, 11 or 13, and the Option shall thereafter lapse and cease to be exercisable.

## 9. CESSATION OF AN OPTIONHOLDER'S EMPLOYMENT

### 9.1 Lapse. Except as otherwise provided in Rules 7, 8 or 9.2, if an Optionholder ceases to be an Employee, each Option held by such Optionholder as of his Cessation Date shall automatically lapse and cease to be exercisable as of such date with respect to all of the Option Shares subject to such Option. Notwithstanding the previous sentence, the Board may in its absolute discretion determine that any such Option shall remain exercisable after the Optionholder's Cessation Date with respect to *some or all of* the Option Shares which were Vested Option Shares as of the Optionholder's Cessation Date.

### 9.2 Termination of Employment other than for Cause following Trigger Event. In the event of an Optionholder's employment being terminated by the Company other than for Cause within six (6) months following a Trigger Event, each Option held by such Optionholder shall lapse as to the Unvested Option Shares and shall remain exercisable with respect to the Optionholder's Vested Option Shares, as of the Optionholder's Cessation Date, until the earlier of (i) twelve (12) months after the Cessation Date or (ii) the date specified in a Notice pursuant to Rule 10.1.

### 9.3 No Further Vesting. Unless otherwise specifically determined by the Board, in no event shall any additional Option Shares vest or become exercisable after the Optionholder's Cessation Date.

### 9.4 No Compensation. In no circumstances shall any Optionholder ceasing to be an Employee be entitled to any compensation for any loss of any right or benefit or prospective right or benefit under an Option which he might otherwise have enjoyed, whether such compensation is claimed by way of damages for wrongful dismissal or other breach of contract, or by way of compensation for loss of office, or otherwise.

## 10. TRIGGER EVENTS

### 10.1 Compulsory Exercise. In the event a Trigger Event occurs or is anticipated to occur, the Company may at any time after becoming aware of it and before the expiry of sixty (60) days after completion of the Trigger Event:

10.1.1 notify the Optionholders of the Trigger Event ("Notice"); and

10.1.2 request the Optionholders to exercise unexercised Options held by them with respect to Vested Option Shares, during a period specified in the Notice (being not less than fourteen (14) days) and in accordance with and subject to the terms, and subject to any conditions provided by these Rules and any other conditions specified in the Notice.

Upon service of a Notice, Optionholders shall be entitled for the period of the Notice to exercise their Options in accordance with the terms of the Notice.

10.2 Lapse. If an Optionholder fails to exercise an Option requested to be exercised by him by the Board pursuant to Rule 10.1, such Option shall be deemed to have lapsed upon the expiration of the period specified in the Notice.

10.3 Alternative - Cash Cancellation. As an alternative to the service of a Notice, but provided always that it would result in no material disadvantage or loss to the Optionholder, the Company may agree with the acquiring entity that an Option shall be cancelled in whole or in part in consideration of the Optionholder being given the right to receive one or more payments in cash and/or shares of the acquiring entity (or parent thereof) and/or some other form of consideration per Option Share subject to the cancelled Option that is equivalent in value to the excess of the consideration per Share payable in the Trigger Event over the Exercise Price but subject, if so determined by the Board, to the same or equivalent provisions regarding escrow, holdback or deferral as the holders of other shares in the capital of the Company.

## 11. **RECONSTRUCTION AND WINDING UP**

11.1 Right to Exercise. In the event of:

11.1.1 any reorganisation of the capital of the Company or any reconstruction or amalgamation of the Company involving a material change in the nature of the Shares comprised in any Option (and for the purposes of this sub-clause the determination by the Board of a material change in the nature of Shares in any particular case shall be final and conclusive and shall be communicated to each Optionholder in writing); or

11.1.2 the Company passing a resolution for its winding-up or an order being made for the compulsory winding-up of the Company (the passing of which resolution or the making of which order shall be communicated by the Board to each Optionholder in writing);

an Optionholder may, subject to the conditions applicable to the exercise of Options on the date that such reconstruction or amalgamation becomes unconditional or such winding-up takes effect, or within such additional period before or after such date as the Board may determine, exercise any Option with respect to the Vested Option Shares, subject to any conditions or limitations as the Board may in its discretion determine.

11.2 Lapse. Options not exercised pursuant to Rule 11.1 shall lapse.

## 12. **VARIATION OF CAPITAL**

If the Company varies its capital structure (whether by way of a rights issue, a capitalisation of profits or reserves, a sub-division or consolidation of its Shares or any reduction of capital or otherwise howsoever) or distribute to its members any capital profits or capital reserves, the Board may adjust any one or more of the following:

12.1 the maximum aggregate number of Shares reserved for issuance under the Plan pursuant to Rule 3.1;

12.2 the number and/or class of shares subject to any Option;

12.3 the Exercise Price applicable to any Option; and

12.4 where an Option has been exercised but no Shares have been allotted pursuant to such exercise, the number of Shares which may be allotted and/or the Exercise Price attributable to each such Share.

## 13. **CANCELLATION/GRANT OF NEW OPTIONS**

The Board shall have the authority, at any time and from time to time, with the consent of the affected Optionholders:



13.1 to cancel any or all unexercised Options under the Plan and grant in substitution for them new Options under the Plan covering the same or different numbers of Shares and having an Exercise Price which may be lower or higher than the Exercise Price of the cancelled Options; or

13.2 amend the terms of any and all unexercised Options under the Plan to provide an Exercise Price which is higher or lower than the then-current Exercise Price of such outstanding Options.

#### 14. **GROUP REORGANISATION**

14.1 If the Company is the subject of an agreement or arrangement whereby all or substantially all of the issued share capital of the Company is acquired by such other company in consideration of the issuance to the holders of the issued share capital of equivalent shares of another company, (the "**Acquiring Company**"), with the result that the beneficial ownership of the issued share capital of the Acquiring Company is substantially the same as that of the Company immediately prior to such agreement, or arrangement (the "**Reorganisation**"), the Board may by resolution procure that each Option outstanding under the Plan immediately prior to the Reorganisation be replaced with an option to purchase shares of the Acquiring Company (the "**Replacement Option**").

14.2 the following provisions shall apply to a Reorganisation within the meaning of Rule 14.1 above;

- (i) the Exercise Price and Vesting Conditions shall remain unchanged;
- (ii) the Replacement Option shall, for all other purposes of this Plan, be treated as having been granted at the same time as the Option and the terms "Grant Date" and "Expiration Date" shall be construed accordingly and all of the other provisions of these Rules, including the terms of the Option Certificate, shall continue to apply in a like manner to the Replacement Option save that the Replacement Option shall be for shares in the Acquiring Company rather than the Company;
- (iii) the Replacement Option shall not give the Optionholder additional benefits that were not provided under the Option;
- (iv) all references in these Rules to the term "Company" shall be deemed to refer to the Acquiring Company and all references in these Rules to the term "Share" or "Shares" shall be deemed to refer to a share or shares of the Acquiring Company;
- (v) the shares of the Acquiring Company subject to the Replacement Option shall have substantially the same rights attaching thereto as the Shares of the Company which were subject to the Option immediately prior to the Reorganisation; and
- (vi) the Option shall lapse upon the grant of the Replacement Option.

#### 15. **AMENDMENT**

15.1 The Board shall have complete and exclusive power and authority to vary, amend or revoke any of these Rules provided always that, subject to Rule 17.1.4, no such alteration, amendment or revocation shall increase the amount payable by any Optionholder or otherwise impose more onerous obligations on any Optionholder in respect of the exercise of an Option which has already been granted. In addition, certain amendments may require shareholder approval pursuant to Applicable Law or Listing Rules.

15.1 As soon as is reasonably practicable after any alteration or addition under Rule 15.1 above takes effect, the Board shall give notice in writing thereof to all Participants.

#### 16. **TERMINATION**

16.1 The Plan shall terminate upon the date of Listing and no Options shall be granted after Listing.

- 16.2 Options which remain unexercised as of the date of termination of the Plan shall continue to have force and effect in accordance with the provisions of their respective Option Certificates and the provisions of these Rules.

17. **APPLICATION OF COMPANIES ACT AND LISTING RULES**

- 17.1.1 Notwithstanding any other provision of the Plan, no Option may be granted under the Plan and no Shares may be delivered to Participants if to do so would contravene the Companies Act, the Listing Rules or instruments of relief issued by ASIC from time to time relating to employee incentive schemes on which the Company is relying.
- 17.1.2 Notwithstanding any other provision of this Plan, Options and Shares must not be granted, issued, settled, acquired, transferred or otherwise dealt with under the Plan if to do so would contravene the Companies Act or the Listing Rules.
- 17.1.3 Notwithstanding any other provision of the Plan, it does not confer on any Participant any right, entitlement or benefit if that right, entitlement or benefit could only be paid or provided to the Participant with the approval of the shareholders of the Company and/or a Group Company and such approval has not been obtained. Nothing in the Plan requires or will be deemed to require the Company or any Group Company to seek the approval of their respective shareholders to enable them to perform an action in connection with an Option.
- 17.1.4 While the Listing Rules apply;
- (a) the rights of Participants in respect of any outstanding Option may be changed by the Company, without the consent of the Participant, and the Company may take any steps it deems prudent or necessary to comply with the Listing Rules; and
  - (b) notwithstanding any provision of this Plan, in the event of a conflict between the Listing Rules and any provision of this Plan, the Listing Rules shall prevail.
- 17.1.5 Any reference to the Listing Rules shall have effect only to the extent the Company is, at the relevant time, subject to such rules.
- 17.1.6 Each Participant shall comply with any policy adopted by the Company from time to time governing Dealing in the Company's securities by employees, officers and/or directors of the Company and any Associated Company.

18. **MISCELLANEOUS**

- 18.1 Share Capital. The Company shall at all times keep available such number of authorised but unissued Shares as shall be necessary to satisfy the exercise of all Options which have neither lapsed nor been fully exercised.
- 18.2 Power to Make Rules. The Board may from time to time make and vary such rules and regulations not inconsistent herewith and establish such procedures for administration and implementation of the Options and these Rules as it thinks fit. In the event of any dispute or disagreement as to the interpretation of these Rules, or of any such rule, regulation or procedure, or as to any question or right arising from or related to Options and/or these Rules, the decision of the Board shall be final and binding upon all persons concerned.
- 18.3 Notices. Any notice or other communication under or in connection with an Option and/or these Rules may be given by personal delivery or by sending the same by prepaid post or by email, 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 an Employee, 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. Where a notice or other communication is personally delivered, it shall be deemed to have been received at the time of delivery and where it posted to an address within Ireland, it shall be deemed to have been received forty-eight (48) hours after it was put into the post properly addressed and stamped and where it is posted to an address outside Ireland, it shall be deemed to have been received on the fifth business day

after the date it was put into the post properly addressed and stamped and when it is sent by email it shall be deemed to have been received upon transmission.

## SCHEDULE 1

### OPTION CERTIFICATE FINEOS CORPORATION HOLDINGS PUBLIC LIMITED COMPANY 2019 SHARE OPTION AND RETENTION PLAN THIS DOCUMENT IS IMPORTANT

A form of notice for use by the Optionholder for the exercise of the Option is set out overleaf.

**Name of Optionholder:** [Name]  
**Address of Optionholder:** [Address]  
**Grant Date:** 4<sup>th</sup> February 2019  
**Number of Option Shares:** [Number]<sup>1</sup>  
**Exercise Price:** €\_\_\_\_ per Share<sup>2</sup>  
**Vesting Conditions:** None. The Option Shares are Vested Option Shares as of the Grant Date.  
**Exercise Condition:** The Option shall first become exercisable for all of the Option Shares six (6) months after a Trigger Event.  
**Expiration Date:** 3<sup>rd</sup> February 2026

**This Option supersedes and replaces the equivalent option previously granted to you over shares in Fineos International Limited and by accepting this Option Certificate, you confirm and agree that you have no further rights or entitlements under said option.**

**THIS IS TO CERTIFY** that, subject to execution by the Optionholder of the attached Acceptance, the Optionholder named above was on the above date granted an option (the "**Option**") to purchase up to the above number of Ordinary Shares in Fineos Corporation Holdings Public Limited Company (the "**Company**") at the above Exercise Price per Option Share and subject to the Exercise Condition described above. The Option is personal to the Optionholder and may not be transferred, assigned, mortgaged, charged or otherwise disposed of by the Optionholder. The Option is granted and exercisable subject to and in accordance with the Rules of the Company's 2019 Share Option and Retention Plan (the "**Plan**") a copy of which is attached.

**GIVEN** under the common seal of

**FINEOS CORPORATION HOLDINGS PUBLIC LIMITED COMPANY**  
and **DELIVERED** as a **DEED**

\_\_\_\_\_  
Director

\_\_\_\_\_  
Director/Secretary

<sup>1</sup> This number reflects the 10-for-1 subdivision of the Shares effected on 9 July 2019.

<sup>2</sup> This price reflects the 10-for-1 subdivision of the Shares effected on 9 July 2019.

**FINEOS CORPORATION HOLDINGS PUBLIC LIMITED COMPANY 2019 SHARE OPTION AND  
RETENTION PLAN**

**OPTIONHOLDER ACCEPTANCE**

1. I acknowledge receipt of the attached Option Certificate, pursuant to which I have been granted an option (the "**Option**") to subscribe for Ordinary Shares ("**Shares**") in Fineos Corporation Holdings Public Limited Company (the "**Company**") under the Fineos Corporation Holdings Public Limited Company 2019 Share Option and Retention Plan (the "**Plan**"), and of a copy of the Rules of the Plan.
2. I hereby confirm my acceptance of the Option, on the terms and conditions set out in the Option Certificate and subject to the Rules of the Plan.
3. I acknowledge and confirm that from the grant of the Option, I hold no other option to subscribe for shares in the Company or any other Group Company and have no right or entitlement in respect of any other option.
4. I undertake to be responsible for all taxes, social insurance and other required deductions with respect to the Option, whether arising as a result of the grant, vesting or exercise of the Option or the disposal of Shares issued upon exercise of the Option, or otherwise ("**Option Taxes**"). I further undertake to indemnify and keep indemnified the Company and its Subsidiaries in respect of Option Taxes, and any interest, penalties, fines and expenses arising in relation thereto.
5. I acknowledge and confirm that the Option and the Shares are separate from and do not constitute part of my employment contract and in the event that I cease to be employed or engaged by the Company or a Subsidiary for any reason, including where such cessation is deemed to constitute an unfair or wrongful dismissal, I will have no right to compensation or damages from the Company or any Subsidiary arising from the consequential lapse of the Option.
6. I consent to the service of notices and other communications made under the Plan by electronic means, to my email address with the Company, or other email address notified by me to the Company, where the Company chooses to serve such notices and communications by electronic means.
7. I understand that the Group holds and will hold certain personal information about me, including, but not limited to, my name, home address and telephone number, date of birth, PPS or other identification number, salary, job title, email address, any shares or directorships held in any group company, details of all options or any other entitlement to shares ("**Data**") and that it will collect, use and transfer, in electronic or other form, such Data by and among the group companies, and to their advisors and agents, for the exclusive purpose of implementing and administering the Plan.
8. I understand that Data will be processed in accordance with the Company's data protection policy in effect from time to time and in accordance with applicable law.

Signed by Optionholder: \_\_\_\_\_  
Signature

Name of Optionholder: \_\_\_\_\_  
Print Name

Date: \_\_\_\_\_

**SCHEDULE 2**

**NOTICE OF EXERCISE**

**FINEOS CORPORATION HOLDINGS PUBLIC LIMITED COMPANY**

**2019 SHARE OPTION AND RETENTION PLAN**

1. I hereby exercise the Option referred to in the attached Option Certificate in respect of \_\_\_\_\_ Ordinary Shares in the Company.
2. I enclose the sum of €\_\_\_\_\_, being the Exercise Price payable in respect thereof.

Full Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_