EXECUTION VERSION

DATED 24 JULY 2026

BLUEFIN BIDCO LIMITED

DAVID LEDWIDGE

PUT AND CALL OPTION AGREEMENT

ARTHUR COX

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THIS AGREEMENT is dated 24 July 2026

BETWEEN:

(1) **BLUEFIN BIDCO LIMITED** incorporated in Ireland with registered number 819090 whose registered office is at 10 Earlsfort Terrace, Dublin 2, D02 T380 (the "**Buyer**"); and

(2) David Ledwidge of [redacted]

BACKGROUND:

(A) The Seller is the beneficial owner of the Option Shares.

(B) As at the date of this Agreement, the Trustee holds legal title to the Option Shares on trust for the Seller pursuant to the terms of the Trust Agreement.

(C) The Seller and the Buyer have agreed to enter into a put and call option with the Buyer on the terms of this Agreement.

IT IS AGREED as follows:

1. **DEFINITIONS AND INTERPRETATION**

1.1 Unless otherwise specified, in this Agreement:

"**Acquisition**" means the proposed acquisition by the Buyer of the issued share capital of the Company by means of a Scheme or a Takeover Offer (and any such Scheme or Takeover Offer as it may be revised, amended or extended from time to time);

"**Agreement**" means this agreement;

"**Available Tranche**" means a Tranche in respect of which the applicable Restricted Period Expiry Date has elapsed at a given time;

"**Business Day**" means a day (other than a Saturday or a Sunday or public holiday in Ireland) on which clearing banks are open to the general public for business in Dublin;

"**Buyer Group**" means the Buyer and each of its holding companies and subsidiaries;

"**Call Option**" means the option granted to the Buyer pursuant to Clause 3.2;

"**Change of Control**" has the meaning given to it in the SFA;

"**Companies Act**" means the Companies Act 2014, all enactments of which are to be read as one with, or construed or read together as one with, the Companies Act;

"**Company**" means Irish Continental Group Plc, a company incorporated in Ireland with registered number 41043 and having its registered office at Ferryport, Alexandra Road, Dublin 1., Dublin, Ireland;

"**Completion**" means the completion of the sale and purchase of the Subject Shares as described in Clause 8;

"**Consideration Shares**" means such number of B ordinary shares in the share capital of the Buyer as represent an amount equal to the value, as determined by the Buyer in its sole discretion, of the aggregate of (i) the number of Subject Shares multiplied by (ii) the Consideration (as defined in the Transaction Agreement);

"**Debenture**" means the Bidco debenture dated 24 July 2026 and entered into between the Buyer and the Security Agent, as amended, supplemented or substituted from time to time;

"**Effective**" means:

(a) if the Acquisition is implemented by way of a Scheme, the Scheme having become effective in accordance with its terms; or

(b) if the Acquisition is implemented by way of Takeover Offer, the Takeover Offer having been declared or become unconditional in all respects in accordance with the provisions of the Takeover Offer Document and the requirements of the Irish Takeover Rules;

"**Encumbrance**" means any mortgage, charge, pledge, lien, option, restriction, assignment, hypothecation, right of first refusal, right of pre-emption, or right to acquire or restrict, any adverse claim or right or third Party right or interest, any other encumbrance or security interest of any kind, and any other type of preferential arrangement (including, without limitation, title transfer and retention arrangements) having a similar effect;

"**End Date**" means 31 December 2026 or such later date as (i) the Buyer and Irish Continental Group Plc may, with the consent of the Panel (if required), agree and (if required) the High Court may allow, in which case such later date shall be the End Date for the purpose of this Agreement or (ii) solely in the event the Buyer has switched to a Takeover Offer in accordance with the terms of the Transaction Agreement, the date the Takeover Offer has been declared or become unconditional in all respects in accordance with the provisions of the Takeover Offer Document and the requirements of the Irish Takeover Rules;

"**Excluded Shares**" has the meaning given to it in the Transaction Agreement;

"**Exercise Notice**" means the written notice given in accordance with Clause 5.1 or Clause 6.1;

"**Exit Event**" means any of the following (or the entry into a definitive agreement to enter into any of the following):

(a) a disposal (whether directly or indirectly through a single transaction or a series of transactions) to a third party of (i) all, or substantially all, of the issued share capital of the Buyer or its ultimate holding company or (ii) all, or substantially all, of the assets of the Buyer Group; or

(b) a Change of Control;

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

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

"**Lenders**" has the meaning given to it in the SFA;

"**Option Period**" means the time during which the Options are capable of exercise, as set out in Clause 4.1 and Clause 4.2, respectively;

"**Option Shares**" means the ordinary shares of €0.065 each in the capital of the Company beneficially owned by the Seller as set out in column (B) of the Schedule hereto, including such number of any other class of shares in the capital of the Company which may result from any re-naming of the shares after the date of this Agreement, and, for the avoidance of doubt, including the legal title in any such shares that has been transferred to the Seller from time to time;

"**Option(s)**" means the Put Option and the Call Option or either of them;

"**Panel**" means the Irish Takeover Panel;

"**Parties**" means the Parties to this Agreement and "**Party**" means either of them;

"**Pre-contractual Statement**" has the meaning given to it in Clause 11.8;

"**Proceedings**" has the meaning given to it at Clause 11.16(a);

"**Put Option**" means the option granted to the Seller by Clause 3.1;

"**Restricted Period Expiry Date**" means, in respect of a Tranche of Option Shares, the date specified opposite such Tranche in column (C) of the Schedule hereto;

"**Rule 16 Resolution**" has the meaning given to it in the Transaction Agreement;

"**Security Agent**" means CSC Trustees Limited in its capacity as security trustee and security agent under the SFA and any subsequent successor, assign or transferee;

"**Scheme**" means the proposed scheme of arrangement pursuant to Chapter 1 of Part 9 of the Companies Act to effect the Acquisition pursuant to the Transaction Agreement, on the terms (including the conditions to the Takeover Offer) set out in the rule 2.7 announcement;

"**SFA**" means the senior facilities agreement entered into on 24 July 2026 between (i) Bluefin Midco Limited; (ii) the Buyer; (iii) the financial institutions listed in Schedule 1 thereto; (iv) CSC Capital Markets (Ireland) Limited acting as agent; and (v) the Security Agent;

"**Subject Shares**" means such number of Option Shares as are the subject of any Exercise Notice issued from time to time pursuant to Clause 5 or 6 (as applicable);

"**Takeover Offer**" means an offer for the entire issued and to be issued ordinary share capital of the Company (other than any Excluded Shares), including any amendment or revision thereto under the Transaction Agreement, the full terms of which would be set out in the Takeover Offer Documents or (as the case may be) any revised offer document(s);

"**Takeover Offer Document**" means the documents to be sent to the shareholders of the Company and others by or on behalf of the Buyer Group containing, amongst other things, the Takeover Offer, the conditions to the Takeover Offer (save insofar as not appropriate in the case of a Takeover Offer, and as amended in such manner as the Buyer Group and the Company may determine, and the Panel may agree, to be necessary to reflect the terms of the Takeover Offer) and certain information about the Buyer Group and the Company and, where the context so admits, includes any form of acceptance, election, notice or other document reasonably required in connection with the Takeover Offer;

"**Tranche**" means a tranche of Option Shares as set out in column (A) of the Schedule hereto;

"**Transaction Agreement**" means the transaction agreement entered into on or around the date of this Agreement between Bluefin IOM Topco Limited, the Buyer and the Company;

"**Trust Agreement(s)**" means the Contract of Participation and & Form of Agreement for Restricted Shares entered into on 4 February 2022, 14 December 2022, 17 November 2023, 23 December 2024, and 21 November 2025 between the Company and the Seller and the Trust Deed for the Restricted Option Shares Trust entered into on 10 March 2022, 13 March 2023, 7 March 2024, 24 February 2025 and 6 March 2026 between the Company and the Seller;

"**Trustee**" means Goodbody Trustees Limited who hold the legal title to the Option Shares on trust on behalf of the Seller; and

"**Working Hours**" means 9.00 am to 5.00 pm on a Business Day.

1.2 In this Agreement, unless the context otherwise requires:

(a) a document in the "**Agreed Form**" is a reference to a document in a form agreed and for the purposes of identification initialled by or on behalf of the Parties;

(b) a reference to:

(i) a "**Party**" includes its personal representatives, successors and assigns;

(ii) a "**person**" includes any individual, firm, company, government, state or agency of a state, local authority, government body, association, trust, joint venture, consortium, partnership or other entity (whether or not having a separate legal personality) and that person's personal representatives, successors and assigns;

(iii) a "**company**" will be construed so as to include any company, corporation or body corporate, wherever and however incorporated or established;

(iv) a "**Clause**", "**sub-Clause**", "**paragraph**", "**sub-paragraph**" or "**Schedule**", unless otherwise specified, is a reference to a clause, sub-clause, paragraph, sub-paragraph of, or Schedule to, this Agreement;

(v) "**holding company**" or "**subsidiary**" means a "**holding company**" or "**subsidiary**" (as the case may be) as defined in Sections 7 and 8 of the Companies Act; and

(vi) writing or similar expressions includes, unless otherwise specified, transmission by email but excludes fax;

(vii) the singular include the plural and vice versa and references to one gender includes all genders;

(viii) "**day**" or a "**Business Day**" will mean a period of 24 hours running from midnight to midnight;

(ix) a "**month**" will mean a calendar month;

(x) times are to time in Ireland;

(xi) any document, instrument or agreement (including this Agreement) is a reference to that document, instrument or agreement as amended, varied, novated or supplemented for the time being, provided that to the extent that any such amendment, variation, novation or supplement requires the consent of a Party under this Agreement, it will not be taken into account for the purposes of this Agreement until all such consents have been obtained;

(c) a reference to a statute or statutory provision will be construed as a reference to the laws of Ireland unless otherwise specified and includes:

(i) any subordinate legislation made under it including all regulations, by-laws, orders and codes made thereunder;

(ii) any repealed statute or statutory provision which it re-enacts (with or without modification); and

(iii) any statute or statutory provision which modifies, consolidates, re- enacts or supersedes it,

in each case, prior to the date of this Agreement.

1.3 The rule known as the *ejusdem generis* rule will not apply to this Agreement and accordingly general words introduced by the word “other”, “including”, “include” or “in particular” or any similar expression will not be given a restrictive meaning because of the fact that they are preceded by words indicating a particular class of acts, matters or things and will be construed as illustrative and will not limit the sense of the words preceding those terms.

1.4 The table of contents and headings in this Agreement are inserted for convenience only. They will be ignored in the interpretation of this Agreement.

1.5 The Parties have participated jointly in the negotiating and drafting of this Agreement. If an ambiguity or question of intent or interpretation arises, this Agreement will be construed as if drafted jointly by the Parties and no presumption or burden of proof will arise favouring or disfavouring a Party by the authorship of any of the provisions of this Agreement.

1.6 Where any provision of this Agreement specifies a notice period or other period of time and the day on which such period will end is not a Business Day, such period will be construed so as to end on the next Business Day.

1.7 The Background to this Agreement will be deemed to form part of this Agreement and will have the same force and effect as if set out in the body of this Agreement and references to this Agreement include the Background.

2. EFFECTIVENESS

Clauses 3 to 8 (inclusive), 10.3, 10.4 and 10.5 are conditional upon the Acquisition becoming Effective. This Agreement shall automatically terminate and be of no further effect if the Acquisition has not become Effective by the End Date.

3. **GRANT OF THE OPTIONS**

3.1 In consideration of the Seller granting the Buyer the Call Option referred to in Clause 3.2, the Buyer grants to the Seller an option to require the Buyer to purchase some or all of the Option Shares on the terms of the Put Option set out in this Agreement.

3.2 In consideration of the Buyer granting the Seller the Put Option referred to in Clause 3.1, the Seller grants to the Buyer an option to purchase some or all of the Option Shares on the terms of the Call Option set out in this Agreement.

3.3 The Option Shares will be sold by the Seller as beneficial owner free from all Encumbrances and with all rights attached to them at the date of Completion.

3.4 Where an Option is exercised in respect of some but not all of the Option Shares, the Options shall continue in full force and effect and remain exercisable in respect of the Option Shares remaining in the beneficial ownership of (or, as applicable, in the name of) the Seller from time to time on the terms of this Agreement.

3.5 The Parties acknowledge that, during the Option Period, (i) any dividends received by the Trustee in respect of the Option Shares shall be paid to the Seller in accordance with the terms of the Trust Agreement; and (ii) the voting rights of the Seller shall be exercised in accordance with the terms of the Trust Agreement.

4. **OPTION PERIOD**

4.1 The Put Option may only be exercised on the occurrence of an Exit Event and shall only be exercisable over such number of Option Shares remaining in the beneficial ownership of (or, as applicable, in the name of) the Seller as constitute part of an Available Tranche at the time of the Exit Event.

4.2 The Call Option may only be exercised:

(a) in respect of the whole or part of any Tranche of Option Shares, on and from the Restricted Period Expiry Date for that Tranche and shall only be exercisable from time to time over such number of Option Shares remaining in the beneficial ownership of (or, as applicable, in the name of) the Seller on the date of exercise; or

(b) in respect of all or any of the Option Shares, on and from the date the Security Agent (or another person, nominee or delegate) enforces any of its rights under the Debenture.

4.3 For the purposes of Clause 4.1 and Clause 4.2, the date of exercise of an Option is the date on which the relevant Exercise Notice is served and not the date on which such Exercise Notice is deemed to be received in accordance with Clause 11.14.

5. **EXERCISE OF PUT OPTION**

5.1 The Put Option will be exercised only by the Seller giving the Buyer an Exercise Notice in accordance with Clause 11.14 which will include:

(a) the date on which the Exercise Notice is given;

(b) a statement to the effect that the Seller is exercising the Put Option;

(c) the Subject Shares;

(d) a signature by or on behalf of the Seller.

5.2 The Put Option may be exercised in accordance with Clause 4.1 only in respect of all (and not some only) of the Option Shares remaining in the beneficial ownership of (or, as applicable, in the name of) the Seller from time to time.

5.3 Once given, an Exercise Notice in respect of the Put Option may not be revoked without the written consent of the Buyer, however an Exercise Notice may be stated to be conditional upon Completion occurring simultaneously with completion of an Exit Event.

6. EXERCISE OF CALL OPTION

6.1 The Call Option will be exercised only by the Buyer giving (which shall include, for the avoidance of doubt, the Security Agent for and on behalf of the Buyer in exercise of the Security Agent's rights under the Finance Documents (as defined in the SFA), giving) the Seller an Exercise Notice in accordance with Clause 11.14 which will include:

(a) the date on which the Exercise Notice is given;

(b) a statement to the effect that the Buyer is exercising the Call Option;

(c) the Subject Shares;

(d) unless the Call Option is exercised in connection with an Exit Event or under paragraph (b) of Clause 4.2, a date, which is no less than five (5) and no more than 15 Business Days after the date of the Exercise Notice, on which Completion is to take place; and

(e) a signature by or on behalf of the Buyer (which shall include, for the avoidance of doubt, a signature of the Security Agent on behalf of the Buyer in exercise of the Security Agent's rights under the Finance Documents (as defined in the SFA)).

6.2 The Call Option may be exercised in accordance with Clause 4.2 in respect of some or all of the Option Shares remaining in the beneficial ownership of (or, as applicable, in the name of) the Seller from time to time, in the sole discretion of the Buyer.

6.3 Once given, an Exercise Notice in respect of the Call Option may not be revoked without the written consent of the Seller, however an Exercise Notice may be stated to be conditional upon Completion occurring simultaneously with completion of an Exit Event.

7. EXERCISE PRICE

7.1 On exercise of the Put Option, the Buyer shall pay the exercise price to the Seller by allotting and issuing Consideration Shares directly to the Seller (or a nominee, at the direction of the Seller) at Completion, credited as fully paid up in consideration for the transfer of the Subject Shares from the Seller (or from the Trustee at the direction of the Seller) to the Buyer.

7.2 On exercise of the Call Option:

(a) in the circumstances set out in Clause 4.2(a), the Buyer shall pay the exercise price to the Seller by (i) allotting and issuing Consideration Shares directly to the Seller (or a nominee, at the direction of the Seller) at Completion, credited as fully paid up and (ii) paying to the Seller an aggregate cash consideration of €100; and

(b) in the circumstances set out in Clause 4.2(b), the Buyer shall pay EUR1.00 to the Seller;

in each case, in consideration for the transfer of the Subject Shares from the Seller (or from the Trustee at the direction of the Seller) to the Buyer.

8. COMPLETION

8.1 Subject to Clause 8.7, Completion will take place on:

(a) the date, if applicable, specified in the Exercise Notice in accordance with Clause 6.1(d); or

(b) if none is specified in accordance with Clause 6.1(d), the date of completion of the Exit Event or such other date as may be notified in writing by the Buyer or the Security Agent on behalf of the Buyer; or

(c) such other date as the Parties may agree.

8.2 Subject to Clause 8.7, at Completion and only where the consideration for the exercise of an Option will be paid in Consideration Shares, the Buyer shall allot and issue the relevant number of Consideration Shares to the Seller (or at the direction of the Seller) pursuant to Clause 7 and will deliver a share certificate to the relevant shareholder in respect of such Consideration Shares.

8.3 With effect from Completion, the Seller transfers the legal (to the extent held) and beneficial interest in the relevant Option Shares, and at Completion, the Seller will deliver or cause to be delivered to the Buyer:

(a) a stock transfer form in respect of the Subject Shares duly completed by the registered holder of the Subject Shares in favour of the Buyer (or such persons as the Buyer or the Security Agent on behalf of the Buyer may direct); and

(b) the Irish tax reference number of the Seller for the purposes of the Stamp Duty (E-stamping of Instruments and Self-Assessment) Regulations 2012.

8.4 Following Completion, each of the Parties will use its reasonable endeavours to ensure the registration of the Buyer (or its nominee or any other person notified to the Seller by the Security Agent) as the holder of the Subject Shares.

8.5 If the Buyer has complied with its obligations under Clause 8.2 and the Seller fails to comply with its obligations under Clause 8.3, any director of the Buyer may execute and deliver to the Buyer a transfer of the Subject Shares on behalf of the Seller. The Seller hereby irrevocably and by way of security for its obligations under this Agreement appoints the Buyer as its attorney following the exercise of the Option to execute, on the Seller's behalf, a transfer of the Subject Shares in favour of the Buyer (or as the Buyer directs) and to execute such other documents and do all such other acts as may be necessary to transfer title to the Subject Shares to the Buyer (or as it directs) (including, without limitation, a letter of instruction to the Trustee in respect of the transfer of such shares) and the Buyer shall be entitled to delegate the exercise of such authority to any Director and/or the Security Agent from time to time and to authorise the directors of the Company to approve the registration of such transfer(s) or other documents.

8.6 The Seller hereby declares that the power of attorney granted by him or her under Clause 8.5 is conclusive and binding on him or her and that each and every act and thing done by the Buyer and any of its directors or delegates in good faith pursuant hereto shall be good and effectual as if the same had been done by him or her.

8.7 The Buyer (i) may not comply with the obligations of this Clause 8 if to do so would cause a Change of Control under the SFA; and (ii) shall procure that the Company does not amend the Trust Agreements in a manner which would be materially adverse to the interests of the Lenders under SFA.

9. WARRANTIES

The Seller represents and warrants to the Buyer that:

9.1 he has full power and authority to enter into this Agreement;

9.2 he is, and will remain during the Option Period, the beneficial owner of the Option Shares, subject only to the Options.

10. BUYER'S PROTECTION; THIRD PARTY ENFORCEMENT

10.1 Subject to Clauses 10.3 and 10.4, the Seller will not, without the prior written consent of the Buyer, sell, transfer or otherwise dispose of, or mortgage, charge, pledge or otherwise encumber its legal or beneficial interest in any of the Option Shares (or any interest in any of them).

10.2 The Seller agrees that, in respect of any Tranche of Option Shares, they will not direct the Trustee to transfer the ownership of the relevant Option Shares into any name other than that of the Seller.

10.3 The Seller agrees to execute and deliver any agreements, transfers, deeds, undertakings, approvals, consents or other documents the Buyer considers necessary or desirable in connection with the Option Shares, the Consideration Shares, or, following the exercise of the Option, any securities of the Buyer Group referable to the Consideration Shares. To secure this obligation of the Seller, the Seller irrevocably appoints the Buyer as its attorney with authority to act in the Seller's name and on its behalf to execute and deliver any and all agreements, transfers, instruments, deeds and other documents necessary to give full effect to this Clause 10.3 and the Buyer shall be entitled to delegate the exercise of such authority to any Director and/or the Security Agent from time to time.

10.4 The Seller hereby undertakes to deliver to the Trustee and the Security Agent, promptly and in any event within 10 Business Days after the Closing Date (as defined in the SFA), an irrevocable letter of instruction in a form agreed between the Seller and the Buyer pursuant to which the Seller shall direct the Trustee to accept any future cash offer to acquire the Option Shares (or such number of them as remain in the legal ownership of the Trustee at the relevant time) where the offer forms part of a general offer made to holders of shares of the same class as the Option Shares and is made on the condition that a person will acquire control of the Buyer and/or the Company, which offer shall, to the extent the Debenture remains in force at the relevant time, also require the consent of the Security Agent before it is accepted and shall and use its reasonable endeavours to procure an acknowledgement from the Trustee promptly and in any event within forty (40) Business Days of delivery of the letter. If, in respect of the letter delivered under this clause, the Seller has used its reasonable endeavours but has been unable to procure delivery of an acknowledgement from the Trustee within forty (40)

Business Days of delivery of that letter, the Seller's obligation to obtain such acknowledgment shall cease on the expiry of that forty (40) Business Day period.

10.5 The Seller hereby undertakes to deliver to the Trustee and the Security Agent, promptly and in any event within 10 Business Days after the Closing Date (as defined in the SFA), an irrevocable letter of instruction in a form agreed between the Seller and the Buyer pursuant to which the Seller shall direct the Trustee to accept any future offer to acquire the Option Shares (or such number of them as remain in the legal ownership of the Trustee at the relevant time) for an aggregate consideration of €1.00 made by or on behalf of the Security Agent (or another person, nominee, receiver or delegate) in circumstances where:

(a) the Security Agent has enforced, or is enforcing, its rights under the security provided in respect of the SFA over shares in the Company; and

(b) where the offer forms part of a general offer made to holders of shares of the same class as the Option Shares and is made in the first instance on the condition that the Security Agent (or another person, nominee, receiver or delegate) will acquire control of the Buyer and/or the Company,

and use its reasonable endeavours to procure an acknowledgement from the Trustee promptly and in any event within forty (40) Business Days of delivery of the letter. If, in respect of the letter delivered under this clause, the Seller has used its reasonable endeavours but has been unable to procure delivery of an acknowledgement from the Trustee within forty (40) Business Days of delivery of that letter, the Seller's obligation to obtain such acknowledgment shall cease on the expiry of that forty (40) Business Day period.

11. GENERAL

11.1 Effect of Completion

Except to the extent already performed, all the provisions of this Agreement will, so far as they are capable of being performed or observed, continue in full force and effect notwithstanding Completion.

11.2 Announcements and Confidentiality of Agreement

(a) No public announcement, communication or circular concerning the transactions referred to in this Agreement will be made or despatched at any time by any Party without the prior written consent of the other Parties (such consent not to be unreasonably withheld or delayed).

(b) Each Party will treat as strictly confidential all information received or obtained as a result of entering into or performing this Agreement which relates to the provisions or subject matter of this Agreement or the transactions contemplated by it, to any other Party to this Agreement or to the negotiations relating to this Agreement.

(c) Any Party may disclose information which would otherwise be confidential by virtue of this Clause 11.2 if and to the extent:

(i) made to any lender, finance party or secured party under the SFA;

(ii) it is required to do so by law or by any securities exchange or regulatory or governmental body to which it is subject wherever situated;

(iii) it considers it necessary to disclose the information to its professional advisers, Statutory Auditors and / or bankers provided that it does so on a confidential basis;

(iv) the information has come into the public domain through no fault of that Party; or

(v) each Party to whom such information relates has given its consent in writing,

provided that any such information disclosable pursuant to this Clause 11.2(c) may, to the fullest extent permitted by law, be disclosed only after prior consultation between the Buyer and the Seller.

11.3 **Adequacy of Damages**

Damages would not be an adequate remedy for any breach by a Party of this Agreement and accordingly the other Party will be entitled, without proof of special damages and without prejudice to any other rights or remedies that such other Party may have, to the remedies of injunction, specific performance or other equitable relief for any threatened or actual breach of this Agreement.

11.4 **Remedies and Waivers**

(a) No delay or omission by a Party in exercising any right, power or remedy provided by law or under this Agreement will:

(i) affect that right, power or remedy; or

(ii) operate as a waiver of it.

(b) The exercise or partial exercise of any right, power or remedy provided by law or under this Agreement will not preclude any other or further exercise of it or the exercise of any other right, power or remedy.

(c) The rights, powers and remedies provided in this Agreement are cumulative and not exclusive of any rights, powers and remedies provided by law.

11.5 **Severability**

(a) If at any time any provision of this Agreement is or becomes illegal, invalid or unenforceable in any respect under the law of any jurisdiction, that will not affect or impair:

(i) the legality, validity or enforceability in that jurisdiction of any other provision of this Agreement; or

(ii) the legality, validity or enforceability under the law of any other jurisdiction of that or any other provision of this Agreement.

(b) If any invalid, unenforceable or illegal provision of this Agreement would be valid, enforceable and legal if some part of it were deleted, the provision will apply with the minimum modification necessary to make it legal, valid and enforceable.

11.6 **No Partnership or Agency**

Nothing in this Agreement and no action taken by the Parties under this Agreement will constitute, or be deemed to constitute, a partnership, association, joint venture or other cooperative entity between the Parties nor will it make a Party the agent of the other Party for any purpose. Save to the extent expressly provided to the contrary in this Agreement, neither Party has, under this Agreement, any authority or power to bind or to contract in the name of the other Party.

11.7 **Further Assurance**

Each Party will, promptly following written request, do and execute or procure to be done and executed all acts, deeds, documents and things (in a form satisfactory to the other Party, acting reasonably) which the other Party may, acting reasonably consider necessary for giving full effect to this Agreement and securing to the other Party the full benefit of the rights, powers and remedies conferred on it in or by this Agreement.

11.8 **Entire Agreement**

(a) For the purposes of this Clause, "**Pre-contractual Statement**" means any agreement (including unexecuted drafts of this Agreement or any other agreement entered into in connection with this Agreement), undertaking, understanding, representation, misrepresentation, warranty, promise, assurance or arrangement of any nature whatsoever, whether or not in writing, relating to the subject matter of this Agreement or any other agreement entered into in connection with this Agreement made or given by a Party or any other person at any time prior to the execution of this Agreement.

(b) This Agreement constitutes the complete, entire and exclusive agreement and understanding between the Parties relating to their subject matter.

(c) Except to the extent expressly repeated in this Agreement, this Agreement supersedes and extinguishes any Pre-contractual Statement.

(d) Each Party acknowledges and represents that it has not relied on or been induced to enter into this Agreement by any Pre-contractual Statement given by the other Party or any document referred to in this Agreement and that no such Pre-contractual Statement is to be implied in it whether by virtue or any usage or course of dealing or otherwise, in each case except as expressly set out in this Agreement.

(e) Save in the case of fraud, neither Party will have any right of action against the other Party, nor will it have any liability to the other Party (whether in equity, contract or tort (including negligence)), arising out of or in connection with any Pre-contractual Statement, breach of fiduciary duty, misrepresentation or under section 45 of the Sale of Goods and Supply of Services Act 1980 or for a representation, warranty or undertaking that is not set out in this Agreement or a document referred to in this Agreement.

(f) Each Party acknowledges that the exclusions set out in this Clause are fair and reasonable for all lawful purposes (including section 46 of the Sale of Goods and Supply of Services Act 1980).

11.9 **Variation**

This Agreement may only be varied in writing (including electronic methods of writing) signed by or on behalf of each Party.

11.10 **Assignment, Transfer, etc.**

A Party will not at any time, without the prior written consent of the other Party (such consent not to be unreasonably withheld or delayed) assign, transfer, mortgage, charge or create a trust over any of its rights or permit the assumptions of its obligations under this Agreement provided that the Buyer may assign by way of security, charge or otherwise grant security over this Agreement in favour of any person (or a security agent or security trustee acting on their behalf) providing debt facilities or other financial accommodation to the Buyer Group.

11.11 **Costs and Expenses**

Save to the extent expressly provided to the contrary in writing, each Party will pay its own costs and expenses in connection with the negotiation, preparation, and execution of this Agreement.

11.12 **Counterparts and Manner of Execution / Transmission**

(a) This Agreement may be executed in any number of counterparts, and by the Parties on separate counterparts, but will not be effective until each Party has executed at least one counterpart, this will have the same effect as if the signatures on the counterparts were on a single original of this Agreement.

(b) Each counterpart will constitute a duplicate original of this Agreement, but all the counterparts will together constitute but one and the same instrument.

(c) Transmission of an executed counterpart of this Agreement (or of the executed signature page of a counterpart of this Agreement) by personal delivery, email (in PDF, JPEG or other readable format) or commercial courier will take effect as delivery of an executed counterpart of this Agreement. If such a method of delivery is adopted by a Party, without prejudice to the validity of the agreement thus made, it will provide the other Party with the complete executed original of such counterpart as soon as reasonably possible on request in writing.

11.13 **Electronic Signatures**

(a) The Parties consent to the execution by or on behalf of each other Party to this Agreement by electronic signature, provided that such manner of execution is permitted by law.

(b) The Parties:

(i) agree that an executed copy of this Agreement may be retained in electronic form; and

(ii) acknowledge that such electronic form shall constitute an original of this Agreement and may be relied upon as evidence of this Agreement.

11.14 **Notices**

(a) Any notice or other communication under this Agreement will only be effective if it is in writing and in English or accompanied by a properly prepared translation into English. Any notice or other communication under this Agreement that is delivered by fax will not be effective for any purpose.

(b) No notice or other communication given or made under this Agreement may be withdrawn or revoked.

(c) Any notice or other communication given or made under this Agreement will be addressed as provided in this Clause and, if so addressed, will, in the absence of earlier receipt and subject to Clause 11.14(d) be deemed to have been duly given or made as follows:

(i) if sent by personal delivery, on delivery at the address of the relevant Party;

(ii) if sent by commercial courier, on delivery at the address of the relevant Party;

(iii) if sent by pre-paid post, two clear Business Days after the date of posting; or

(iv) if sent by electronic mail, when sent.

(d) Any notice or other communication given or made, or deemed to have been given or made, outside Working Hours will be deemed not to have been given or made until the start of the next period of Working Hours.

(e) The relevant notice details of the Parties are:

Name / Title Of Recipient	**Address**	**Email Address**
David Ledwidge	[redacted]	[redacted]
Bluefin Bidco Limited,	10 Earlsfort Terrace Dublin 2 D02 T380, Ireland	[redacted]

(f) A Party may notify the other Party in writing of a change to its notice details. That notification will only be effective on:

(i) any effective date specified in the notification; or

(ii) if no effective date is specified or the effective date specified is less than five clear Business Days after the date when notice is received, the date falling five clear Business Days after the notification has been received. Until the end of such notice period, service on either address will remain effective.

(g) Each Party agrees that process and any other documents in respect of proceedings in any court, tribunal (arbitral or otherwise) or before any other entity or person involved in a dispute resolution process with respect to this Agreement will be validly served on that Party if they are served under this Clause 11.14 and each Party irrevocably consents to service in that manner. Nothing in this Agreement will affect the right of any Party to serve process and any other documents in any other manner permitted by applicable law.

11.15 **Governing law**

This Agreement and any dispute or claim arising out of or in connection with it or its subject matter, formation, existence, negotiation, validity, termination or enforceability (including non-contractual obligations, disputes or claims) will be governed by and construed in accordance with the laws of Ireland.

11.16 **Jurisdiction**

(a) Each Party irrevocably agrees that the courts of Ireland will have non-exclusive jurisdiction in relation to any dispute or claim arising out of or in connection with this Agreement or its subject matter, formation, existence, negotiation, validity, termination or enforceability (including non-contractual obligations, disputes or claims) (together, "**Proceedings**") and irrevocably submits to the non-exclusive jurisdiction of those courts.

(b) Each Party irrevocably waives any right that it may have to object to an action being brought in the courts of Ireland, to claim that the action has been brought in an inconvenient forum or to claim that those courts do not have jurisdiction.

(c) The submission to the non-exclusive jurisdiction of the courts of Ireland will not (and will not be construed so as to) limit the right of a Party to take Proceedings against the other Party in any other court of competent jurisdiction, nor will the taking of Proceedings in any one or more jurisdictions preclude the taking of Proceedings in any other jurisdiction (whether concurrently or not), in each case to the extent permitted by applicable law.

SCHEDULE

(A) Tranche	(B) Number of Option Shares	(C) Restricted Period Expiry Date
A	48,780	16-Dec-28
B	55,174	19-Apr-28
C	88,263	22-Jan-30
D	90,649	06-Apr-29
E	93,893	20-Dec-30
F	128,520	05-Apr-30
G	88,050	09-Apr-31

SIGNED by **DAVID LEDWIDGE**

[redacted]

David Ledwidge

SIGNED [redacted]
for and on behalf of
BLUEFIN BIDCO LIMITED

[redacted]
Director