

CIRATA PLC

2026 RESTRICTED SHARE UNIT PLAN

CIRATA PLC
2026 RESTRICTED SHARE UNIT PLAN

EFFECTIVE AS OF _____, 2026

ARTICLE 1. INTRODUCTION

.
The purpose of the Plan is to promote the long-term success of the Company and its Affiliates and the creation of stockholder value by (a) encouraging Service Providers to focus on critical long-range corporate objectives, (b) encouraging the attraction and retention of Service Providers with exceptional qualifications and (c) linking Service Providers directly to stockholder interests through increased stock ownership and the opportunity for the same. The Plan seeks to achieve this purpose by providing for the grant of Restricted Share Units.

ARTICLE 2. ADMINISTRATION

2.1 General

. The Plan may be administered by the Board or one or more Committees. Each Committee shall have the authority and be responsible for such functions as have been assigned to it.

2.2 Powers of Administrator

. Subject to the terms of the Plan, and in the case of a Committee, subject to the specific duties delegated to the Committee, the Administrator shall have the authority to (a) select the Service Providers who are to receive Awards under the Plan, (b) determine the type, number, vesting requirements and other features and conditions of such Awards, (c) determine whether and to what extent any performance goals applicable to the vesting of an Award have been attained, (d) interpret the Plan and Awards granted under the Plan, (e) make, amend and rescind rules relating to the Plan and Awards granted under the Plan, including rules relating to sub-plans established for the purposes of satisfying applicable foreign laws or for qualifying for favorable tax treatment under applicable foreign laws, (f) impose such restrictions, conditions or limitations as it determines appropriate as to the timing and manner of any resales by a

Participant of any Ordinary Shares issued pursuant to an Award, including restrictions under an insider trading policy and restrictions as to the use of a specified brokerage firm for such resales, and (g) make all other decisions relating to the operation of the Plan and Awards granted under the Plan.

2.3 Effect of Administrator's Decisions

. The Administrator's decisions, determinations and interpretations shall be final and binding on all Participants and any other holders of Awards.

2.4 Governing Law

. Except to the extent preempted by applicable federal law, the Plan shall be governed by, and construed in accordance with, the laws of the State of Delaware (except its choice-of-law provisions).

ARTICLE 3. SHARES AVAILABLE FOR GRANTS

3.1 Basic Limitation

. Ordinary Shares issued pursuant to the Plan may be authorized but unissued shares or treasury shares. Subject to adjustment under Article 6 hereof, the aggregate number of Ordinary Shares that may be issued under the Plan for all Awards shall be set from time to time by the Board; provided, however, that any such share limit shall be subject to the approval of the Company's shareholders to the extent required under applicable law or the listing rules of any stock exchange on which the Ordinary Shares are traded. Notwithstanding the foregoing, the aggregate number of Ordinary Shares that may be issued under the Plan for all Awards shall be limited so that the number of Ordinary Shares issued under the Plan when combined with the aggregate number of awards of new shares issued or treasury shares re-issued (or, in each case, to be issued under options granted) under ALL of the Company's other share plans and schemes (including SAYE option schemes and Self Investment Plans) does not exceed an aggregate limit of 10% of the issued ordinary share capital of the Company (adjusted for share issuance and cancellation) in any rolling period of ten years.

3.2 Shares Returned to Reserve

. Subject to the provisions of Article 3.1, (i) Ordinary Shares underlying an Award that is forfeited or expires for any other reason, and (ii) Ordinary Shares withheld to satisfy applicable income and employment tax obligations, shall again be available for issuance under the Plan.

ARTICLE 4. ELIGIBILITY

4.1 Awards

. An Award may be granted to any Service Provider.

ARTICLE 5. RESTRICTED SHARE UNIT AWARDS

5.1 Grants. The Administrator may grant a Service Provider an Award, subject to the right of the Company to impose vesting and other conditions as may be established by the Administrator for such Award. Without limitation of the foregoing, the Administrator may set forth in an Award Agreement the consequences of termination of a Participant's Service or other event. Unless otherwise provided in an Award Agreement, a Participant shall forfeit all unvested Restricted Share Units upon termination of Service for any reason.

5.2 Terms and Conditions of Awards. The Administrator shall determine the terms and conditions of any Award. No Ordinary Shares shall be issued at the time an Award is granted, and the Company will not be required to set aside funds for the payment of any such Award. A Participant shall have no voting rights with respect to any Award granted hereunder and no rights to dividend equivalents with respect to Restricted Share Units (unless otherwise provided for in an Award Agreement), either prior to or after vesting of Restricted Share Units; provided, however, that, upon the issuance of Ordinary Shares following vesting of Restricted Share Units, such Ordinary Shares shall carry voting and dividend rights applicable to any other Ordinary Shares held free and clear of vesting restrictions by any person.

ARTICLE 6. ADJUSTMENTS; DISSOLUTIONS AND LIQUIDATIONS; CORPORATE TRANSACTIONS

6.1 Adjustments

. Subject to any required action by the shareholders and other corporate bodies of the Company, and to the extent allowable by Code Section 409A, or under applicable accounting guidance to preclude liability accounting with respect to the Awards, in the event of any stock split, reverse stock split, stock dividend, extraordinary cash dividend, recapitalization, reclassification, reorganization, merger, consolidation, combination, exchange of shares, liquidation, spin-off, split-up, or other similar change in capitalization or similar event, corresponding proportionate adjustments shall be made by the Administrator to each of the following:

- (a) The number and kind of shares available for issuance under Article 3, including the numerical share limits in Articles 3.1 and 3.2;
- (b) The number and kind of shares covered by each Award; and
- (c) The repurchase price, if any, applicable to any Restricted Share Units (or Ordinary Shares issued or issuable thereunder).

Any adjustment in the number of and kind of shares subject to an Award under this Article 6.1 shall be rounded down to the nearest whole share, although the Administrator, in its sole discretion, may make a cash payment to the Participant in lieu of a fractional share. Except as provided in this Article 6, a Participant shall have no rights by reason of any issuance by the Company of stock of any class or securities convertible into stock of any class, any subdivision or consolidation of shares of stock of any class, the payment of any stock dividend or any other increase or decrease in the number of shares of stock of any class.

6.2 Dissolution or Liquidation

. To the extent not previously settled, Awards shall terminate without settlement immediately prior to the dissolution or liquidation of the Company.

6.3 Corporate Transactions

. Notwithstanding Section 6.1, in the event that the Company is a party to a merger, consolidation, or a Change in Control, all Awards outstanding on the effective date of the transaction shall be treated in the manner described in the definitive transaction agreement (or, in the event the transaction does not entail a definitive agreement to which the Company is party, in the manner determined by the Administrator, with such determination having final and binding effect on all parties), which agreement or determination need not treat all Awards (or portions thereof) in an identical manner. Unless an Award Agreement provides otherwise, the treatment specified in the transaction agreement or by the Administrator shall include (without limitation) one or more of the following with respect to each outstanding Award:

- (a) The continuation of such outstanding Award by the Company (if the Company is the surviving entity);
- (b) The assumption of such outstanding Award by the surviving entity or its parent, provided that the assumption of an Award shall comply with applicable tax requirements;
- (c) The substitution by the surviving entity or its parent of an economically equivalent award for an outstanding Award (including, but not limited to, an award to acquire the

same consideration paid to the holders of Ordinary Shares in the transaction), provided that the substitution of an Award shall comply with applicable tax requirements;

(d) The settlement of outstanding Awards (with respect to the vested portion and/or the unvested portion, as determined by the Administrator) in cash, cash equivalents, or securities of the successor entity (or its parent, if any) with a fair market value equal to the required amount provided in the agreement pursuant to which the transaction occurs, followed by the cancellation of such Awards; provided however, that such Award may be cancelled without consideration if such Award has no value, as determined by the Administrator in its sole discretion. Subject to compliance with Code Section 409A, such payment may be made in installments and may be deferred until the date or dates the Award would have become vested. Such payment may be subject to vesting based on the Participant's continuous Service;

(e) The cessation, upon the date of the transaction, of any incomplete performance periods applicable to any Awards, with the Administrator determining the extent to which the performance goals applicable to such Awards have been attained as of the date of the transaction based on such audited or unaudited financial information then available as the Administrator deems appropriate, and partial or full payment to the Participant in respect of such Awards based on such determination by the Administrator, or, if not determinable, with the assumption that the applicable "target" level of performance has been attained, or on such other basis determined by the Administrator; and/or

(f) Subjecting Awards or any payment in respect of Awards to any escrow, holdback, indemnification, earn-out or similar provisions to the same extent, and in the same manner, as such provisions apply to holders of Ordinary Shares under the agreement pursuant to which the transaction takes place, subject to compliance with Code Section 409A.

For avoidance of doubt, the Administrator shall have the discretion, exercisable either at the time an Award is granted or at any time while the Award remains outstanding, to provide for the acceleration of vesting upon the occurrence of a Change in Control, whether or not the Award is to be assumed or replaced in the transaction, or in connection with a termination of the Participant's Service following a transaction.

ARTICLE 7. LIMITATION ON RIGHTS

7.1 Retention Rights

Neither the Plan nor any Award granted under the Plan shall be deemed to give any individual a right to remain in Service. The Company and its Affiliates reserve the right to terminate the Service of any Participant at any time, with or without cause, subject to applicable

laws, the Company's certificate of incorporation and by-laws and a written employment agreement (if any).

7.2 Stockholders' Rights

7.3 . A Participant (i) shall not be deemed to be the holder of, or have any of the rights of a holder with respect to, any Ordinary Shares, and (ii) shall have no dividend rights, voting rights or other rights as a stockholder with respect to any Ordinary Shares covered by his or her Award, prior to the time when a stock certificate for such Ordinary Shares in respect of vested Restricted Share Units is issued. No adjustment shall be made for cash dividends or other rights for which the record date is prior to such time, except as expressly provided in the Plan.

7.3 Regulatory Requirements

Any other provision of the Plan notwithstanding, the grant of Awards and the obligation of the Company to issue Ordinary Shares under the Plan shall be subject to all applicable laws, rules and regulations and such approval by any regulatory body as may be required. The Company reserves the right to restrict, in whole or in part, the delivery of Ordinary Shares pursuant to any Award prior to the satisfaction of all legal requirements relating to the issuance of such Ordinary Shares, to their registration, qualification or listing or to an exemption from registration, qualification or listing. The inability of the Company to obtain authority from any regulatory body having jurisdiction, which authority is deemed necessary by the Company's counsel to be necessary to the lawful issuance and sale of any Ordinary Shares hereunder, will relieve the Company of any liability in respect of the failure to issue or sell such Ordinary Shares as to which such requisite authority will not have been obtained. With respect to awards made in the United States, this Plan is intended to be a written compensatory benefit plan within the meaning of Rule 701 promulgated under the U.S. Securities Act of 1933, as amended from time to time or any successor statute.

7.4 Transferability of Restricted Share Units. The Administrator may, in its sole discretion, permit transfer of a Restricted Share Unit in a manner consistent with applicable law. Unless otherwise determined by the Administrator, Restricted Share Units shall be transferable by a Participant only (a) pursuant to a beneficiary designation (naming the beneficiary(ies) to whom rights will pass upon the Participant's death) in a form prescribed by the Administrator and filed by the Participant with the Company during the Participant's lifetime, (b) by will or (c) the laws of descent and distribution.

7.5 Other Conditions and Restrictions on Ordinary Shares

. Any Ordinary Shares issued under the Plan shall be subject to such forfeiture conditions, rights of repurchase, rights of first refusal, other transfer restrictions and such other terms and conditions as the Administrator may determine. Such conditions and restrictions shall

be set forth in the applicable Award Agreement and shall apply in addition to any restrictions that may apply to holders of Ordinary Shares generally. In addition, Ordinary Shares issued under the Plan shall be subject to such conditions and restrictions imposed either by applicable law or by Company policy, as adopted from time to time, designed to ensure compliance with applicable law or laws with which the Company determines in its sole discretion to comply including in order to maintain any statutory, regulatory or tax advantage.

7.6 Conditions on Delivery of Ordinary Shares. The Company will not be obligated to deliver any Ordinary Shares pursuant to the Plan or to remove restrictions from shares previously delivered under the Plan until (i) all conditions of the Award have been met or removed to the satisfaction of the Company, (ii) in the opinion of the Company's counsel, all other legal matters in connection with the issuance and delivery of such shares have been satisfied, including any applicable securities laws and any applicable stock exchange or stock market rules and regulations, and (iii) the Participant has executed and delivered to the Company such representations or agreements as the Company may consider appropriate to satisfy the requirements of any applicable laws, rules, or regulations.

ARTICLE 8. TAXES

8.1 General

. All Awards, including any grant, vesting or settlement thereof) shall be subject to applicable tax withholdings. As a condition to settlement of an Award under the Plan, a Participant or his or her successor shall make arrangements satisfactory to the Company for the satisfaction of any federal, state, local or foreign withholding tax obligations that arise in connection with any Award granted under the Plan. The Company shall not be required to issue any Ordinary Shares or make any cash payment under the Plan unless such obligations are satisfied.

8.2 Share Withholding

. To the extent that applicable law subjects a Participant to tax withholding obligations, the Administrator may permit such Participant to satisfy all or part of such obligations by having the Company withhold all or a portion of any Ordinary Shares that otherwise would be issued to him or her or by surrendering all or a portion of any Ordinary Shares that he or she previously acquired. Such Ordinary Shares shall be valued at their Fair Market Value on the date when they are withheld or surrendered. Any payment of taxes by assigning Ordinary Shares to the Company may be subject to restrictions including any restrictions required by securities, accounting or other rules.

8.3 Section 409A Matters

. Except as otherwise expressly set forth in an Award Agreement, it is intended that Awards granted under the Plan either be exempt from, or comply with, the requirements of Section 409A of the Code (“**Code Section 409A**”). To the extent an Award is subject to Code Section 409A, the terms of the Plan or the Award, as applicable, and any written agreement governing the Award shall be interpreted to comply with the requirements of Code Section 409A so that the Award is not subject to additional tax or interest under Code Section 409A, unless the Administrator expressly provides otherwise. An Award shall be subject to such additional rules and requirements as specified by the Administrator from time to time in order for it to comply with the requirements of Code Section 409A. In this regard, if any Award is subject to Code Section 409A, then any amount under the Award that is payable upon a “separation from service” to an individual who is considered a “specified employee” (as each term is defined under Code Section 409A), then no such payment shall be made prior to the date that is the earlier of (i) six months and one day after the Participant’s separation from service or (ii) the Participant’s death, but only to the extent such delay is necessary to prevent such payment from being subject to Code Section 409A(a)(1).

8.4 Parachute Payments. Notwithstanding anything herein or any other provision of the Plan, or any other plan, arrangement or agreement to the contrary, if, in connection with a change of control described in Section 280G(b)(2) of the Code, any of the payments or benefits provided or to be provided by the Company or its Affiliates to the Participant or for the Participant’s benefit pursuant to the terms of the Plan or otherwise (“Covered Payments”) constitute parachute payments within the meaning of Section 280G of the Code and would be subject to the excise tax imposed by Section 4999 of the Code or any similar state or local law or any interest or penalties with respect to such taxes (collectively, the “Excise Tax”) but for this Article 8.4, then the Covered Payments shall be payable either (i) in full or (ii) reduced to the minimum extent necessary to ensure that no portion of the Covered Payments is subject to the Excise Tax, whichever of the foregoing (i) or (ii) results in the Participant’s receipt on an after-tax basis of the greatest amount of benefits after taking into account the applicable U.S. federal, state, local and foreign income, employment and excise taxes (including the Excise Tax). Any such reduction shall be made in accordance with the requirements of Code Section 409A, as follows: (i) the Covered Payments which do not constitute nonqualified deferred compensation subject to Section 409A of the Code shall be reduced first; and (ii) all other Covered Payments shall then be reduced as follows: (A) cash payments shall be reduced before non-cash payments; and (B) payments to be made on a later payment date shall be reduced before payments to be made on an earlier payment date. Any determination required under this Article 8.4 shall be made in writing in good faith by the accounting firm selected by the Company (the “Accountants”). The Company and the Participant shall provide the Accountants with such information and documents as the Accountants may reasonably request in order to make a

determination under this Article 8.4. The Company shall be responsible for all fees and expenses of the Accountants. In the event that: (i) the Accountants determine, based upon the assertion of a deficiency by the Internal Revenue Service against either the Company or the Participant which the Accountants believe has a high probability of success, that the Participant has received Covered Payments that are in the aggregate more than the amount provided under this Article 8.4 (an "Overpayment") or (ii) it is established pursuant to a final determination of a court or an Internal Revenue Service proceeding that has been finally and conclusively resolved that an Overpayment has been made, then the Participant shall pay any such Overpayment to the Company together with interest at the applicable U.S. federal rate (as defined in Section 7872(f)(2)(A) of the Code) from the date of receipt of the Overpayment until the date of repayment. In the event that: (i) the Accountants, based upon controlling precedent or substantial authority, determine that the U.S. Participant will or has received Covered Payments that are in the aggregate less than the amount provided under this Article 8.4 (an "Underpayment") or (ii) a court of competent jurisdiction determines that an Underpayment has occurred, any such Underpayment will be paid promptly by the Company to or for the benefit of the Participant together with interest at the applicable U.S. federal rate from the date the amount would have otherwise been paid to the Participant until the payment date.

8.5 Limitation on Liability

. Neither the Company, any of Affiliate nor any person serving as Administrator shall have any liability to a Participant in the event any Award held by the Participant fails to achieve its intended characterization under applicable tax law.

ARTICLE 9. FUTURE OF THE PLAN

9.1 Term of the Plan

. The Plan, as set forth herein, shall become effective on the date adopted by the Board. The Plan shall remain in effect until the earlier of (a) the date when the Plan is terminated under Article 9.2 or (b) the 10th anniversary of the date when the Board adopted the Plan.

9.2 Amendment or Termination

. The Board may, at any time and for any reason, amend or terminate the Plan. No Awards shall be granted under the Plan after the termination thereof. The termination of the Plan, or any amendment thereof, shall not materially impair the Participant's rights with respect to any Award previously granted under the Plan, except with the written consent of the affected Participant or as otherwise may be permitted in the Plan or Award Agreement. Notwithstanding

the foregoing, subject to the limitations of applicable law, if any, the Board may amend the Plan to the extent it deems necessary for compliance with applicable laws, regulations or rules.

9.3 Stockholder Approval. An amendment of the Plan shall be subject to the approval of the Company's stockholders only to the extent required by applicable laws, regulations or rules.

ARTICLE 10. DEFINITIONS

10.1 **"Administrator"** means the Board or any Committee administering the Plan in accordance with Article 2.

10.2 **"Affiliate"** means any corporation or other entity (including, but not limited to, partnerships and joint ventures) controlling, controlled by, or under common control with, the Company. For this purpose, "control" (including, with correlative meaning, the terms "controlled by" and "under common control with"), as applied to any entity, means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such entity, whether through the ownership of voting or other securities, by contract or otherwise.

10.3 **"Award"** means an award of one or more Restricted Share Units to a Service Provider.

10.4 **"Award Agreement"** means the agreement between the Company and a Participant holding one or more Restricted Share Units that contains the terms, conditions and restrictions pertaining to his or her Award.

10.5 **"Board"** means the Company's Board of Directors, as constituted from time to time.

10.6 **"Change in Control"** means:

(a) Any "person" (as such term is used in Sections 13(d) and 14(d) of the Exchange Act) becomes the "beneficial owner" (as defined in Rule 13d-3 of the Exchange Act), directly or indirectly, of securities of the Company representing more than fifty percent (50%) of the total voting power represented by the Company's then-outstanding voting securities;

(b) The consummation of the sale or disposition by the Company of all or substantially all of the Company's assets;

(c) The consummation of a merger or consolidation of the Company with or into any other entity, other than a merger or consolidation which would result in the voting securities of the Company outstanding immediately prior thereto continuing to represent (either by remaining outstanding or by being converted into voting securities of the surviving entity or its parent) more than fifty percent (50%) of the total voting power represented by the voting securities of the Company or such surviving entity or its parent outstanding immediately after such merger or consolidation; or

(d) Individuals who are members of the Board (the “**Incumbent Board**”) cease for any reason to constitute at least a majority of the members of the Board over a period of 12 months; provided, however, that if the appointment or election (or nomination for election) of any new Board member was approved or recommended by a majority vote of the members of the Incumbent Board then still in office, such new member shall, for purposes of this Plan, be considered as a member of the Incumbent Board.

A transaction shall not constitute a Change in Control if its sole purpose is to change the state of the Company’s incorporation or to create a holding company that will be owned in substantially the same proportions by the persons who held the Company’s securities immediately before such transaction. In addition, if a Change in Control constitutes a payment event with respect to any Award which provides for a deferral of compensation and is subject to Code Section 409A, then notwithstanding anything to the contrary in the Plan, the transaction with respect to such Award must also constitute a “change in control event” as defined in Treasury Regulation Section 1.409A-3(i)(5) to the extent required by Code Section 409A (applying the default numerical thresholds contained therein).

Further, notwithstanding any provision of the Plan to the contrary, a transaction described in paragraph (a), (b) or (c) of this Article 10.6 shall not constitute a Change in Control unless such transaction qualifies as a merger or consolidation of the Company, a sale of all or substantially all of the Company's assets or a change in a majority of the Board, each within the meaning of the Company's Articles of Association or other governing corporate documents, as each may be amended or amended and restated from time to time; provided, however, that in the event of a conflict between the terms and conditions of the Articles of Association and the terms and conditions of any of the Company's other governing corporate documents, each solely as applied to the definition of Change in Control under this Article 10.6, the terms and conditions of the Articles of Association shall take precedence.

10.7 “**Code**” means the Internal Revenue Code of 1986, as amended.

10.8 “**Committee**” means a committee of one or more members of the Board, or of other individuals satisfying applicable laws, appointed by the Board to administer the Plan.

10.9 “**Company**” means Cirata PLC., a Jersey registered public limited company.

10.10 “**Employee**” means a common-law employee of the Company or an Affiliate who performs services for any of the foregoing.

10.11 “**Exchange Act**” means the Securities Exchange Act of 1934, as amended.

10.12 “**Fair Market Value**” means the closing price of an Ordinary Share on any established stock exchange or a national market system on the applicable date or, if the applicable date is not a trading day, on the last trading day prior to the applicable date, as reported in a source that the Administrator deems reliable. If Ordinary Shares are no longer traded on an established stock exchange or a national market system, the Fair Market Value shall be determined by the Administrator in good faith on such basis as it deems appropriate. The Administrator’s determination shall be conclusive and binding on all persons.

10.13 “**Non-Executive Director**” means a member of the Board who is not an Employee and who performs services for the Company.

10.14 “**Ordinary Share**” means one share of the ordinary stock of the Company.

10.15 “**Participant**” means a Service Provider (or former Service Provider) holding a Restricted Share Unit.

10.16 “**Plan**” means this 2026 Cirata PLC Restricted Share Unit Plan, as amended or amended and restated from time to time.

10.17 “**Restricted Share Unit**” means an unfunded and unsecured promise by the Company to deliver to a Service Provider a fully vested Ordinary Share (or, if determined by the Administrator, an amount of cash equal to the Fair Market Value of an Ordinary Share) at a future date, subject to certain restrictions.

10.18 “**Service**” means service as an Employee or Non-Executive Director.

10.19 “**Service Provider**” means any individual who is an Employee or Non-Executive Director.

Date Approved by the Board: _____ [_____] , 2026