

SAVE-AS-YOU-EARN CERTIFIED CONTRACTUAL SAVINGS SCHEME

SPECIFICATION – Effective from 1 December 2010

(Available only in Conjunction with an Approved Corporate Employer Savings-Related Share Option Scheme)

Savings Contract

1. The terms of this specification form, subject to paragraph 24, the agreement (called in this specification a "savings contract") under which a person pays to a qualifying savings institution, monthly contributions under the Certified Contractual Savings Scheme (which is called in this specification the "Scheme" operated by it, which conforms to the certification given by the Revenue Commissioners under section 519C of the Taxes Consolidation Act 1997 with effect from 1 December 2010 and which is operated at any time thereafter).

Definitions

2. In this specification—

"bonus date" has the meaning ascribed to it in paragraphs 9 and 10;

"due date" has the meaning ascribed to it in paragraph 8;

"employing company" means the employer operating an approved savings-related Share Option Scheme;

"fixed rate per cent" in relation to a savings contract means a rate, up to 2 per cent, which shall be determined by the qualifying savings institution on or before the starting date for the savings contract;

"individual" excludes an incorporated or unincorporated body or a trust or a sole trader;

"month" means calendar month and "monthly" shall be construed accordingly;

"person" means an individual;

"qualifying savings institution" has the meaning ascribed to it in section 519C of the TCA 1997;

"savings contract" means a savings contract under the Scheme for a share option purpose;

"Scheme" means the Certified Contractual Savings Scheme operated by a qualifying savings institution following certification by the Revenue Commissioners under section 519C of the TCA 1997;

"share option purpose" means purpose of participating in a share option scheme;

"share option scheme" means a scheme approved by the Revenue Commissioners under paragraph 2, Schedule 12A of the TCA 1997;

"starting date" has the meaning ascribed to it in paragraph 7;

"TCA 1997" means the Taxes Consolidation Act, 1997, as amended.

Participation in Scheme

3. Any person who is not less than 16 years of age may enter into a savings contract with a qualifying savings institution for a share option purpose provided that he or she declares to the qualifying savings institution that he or she is eligible to participate in that scheme but no person may enter jointly with another person into such a contract.

4. This specification shall not oblige a qualifying savings institution to enter into any savings contract.

Tax Relief

5. Any bonus or interest payable under a savings contract qualifies for exemption for tax and levy purposes in accordance with the terms of section 519C of the TCA 1997. Such bonus or interest payable to a person under a savings contract—

(a) shall be exempt from all income tax, PRSI, Health Contribution levy, Income Levy or Universal Social Charge, as the case may be, in the hands of that person, and

(b) shall not, where the qualifying savings institution is a relevant deposit taker for purposes of section 256 of the TCA 1997, be subject to deduction of tax at source under section 257 of the TCA 1997.

Monthly Contributions

6. (a) Savings must be held in Euros.

(b) A person shall pay 36 monthly contributions under a 3 year savings contract or 60 monthly contributions under a 5 year savings contract at the amount specified by him or her on the application form.

(c) The amount specified must be a multiple of whole Euros, not less than €12 and not more than €500 (and subject also to the limitations in paragraph 21).

(d) Contributions under a savings contract shall normally be made through the employing company, as the agent of the employee, from deductions from pay authorised by the employee, except that when the person no longer holds the office or employment by virtue of which he or she is eligible to participate in the relevant share option scheme, he or she may make monthly contributions of the amount specified on the application form by some other means approved by the qualifying savings institution.

(e) Exceptionally, the qualifying savings institution may, if it thinks fit, agree to monthly contributions being made up to five months in advance of the due date for payment if this occurs as a result of contributions being made at 4 weekly intervals.

(f) A monthly contribution shall be treated as paid only when it has been received in full by the qualifying savings institution.

Starting Date

7. The starting date of the contract shall be the day on which the first monthly contribution is received by the qualifying savings institution (or such later date as a person and the qualifying savings institution may agree) subject to any postponement of that date applied under paragraph 19. If the specification by the Minister for Finance of the requirements to be met by the Scheme is varied in such a way that the contract could not have been entered into under the specification as varied, or the specification is withdrawn before the starting date, the contract shall terminate unless the starting date is within three months of the date of the variation or withdrawal of the specification.

Due Dates for Contribution

8. The due date for the receipt by the qualifying savings institution of each monthly contribution after the first shall be any day during the month in respect of which it is payable.

Repayment with Bonus (and Interest)

A: Three Year Savings Contracts

9. (a) When a person has duly completed the payment of 36 monthly contributions and the third anniversary of the starting date has been reached, he or she shall be entitled to receive not earlier than the "bonus date" (that is, the third anniversary of the starting date) repayment of the total amount of his or her contributions together with a bonus equal to the 3 year fixed bonus.

(b) The 3 year fixed bonus referred to in subparagraph (a) under a 3 year savings contract shall be a multiple of the monthly contribution not exceeding 2 such monthly contributions and shall be determined by the qualifying savings institution on or before the starting date of the 3 year savings contract on the basis that the payment of 36 monthly contributions will be made and the bonus will be paid on the third anniversary of the starting date.

(c) The qualifying savings institution shall repay after the bonus date the 36 monthly contributions and the bonus although no application to it for repayment has been made. No interest shall be payable by the qualifying savings institution under the contract in respect of any period after the bonus date.

B: Five Year Savings Contracts

10. (a) When a person has duly completed the payment of 60 monthly contributions and the fifth anniversary of the starting date has been reached, he or she shall be entitled on application in writing to the qualifying savings institution to receive—

(i) not earlier than "the bonus date" (that is, the fifth anniversary of the starting date) and before the second anniversary of the bonus date, repayment of the total amount of his or her contributions together with a bonus equal to the 5 year fixed bonus, or

(ii) not earlier than the second anniversary of the bonus date, repayment of the total amount of his or her contributions together with a bonus equal to the 7 year fixed bonus, or

(iii) where repayment is made between the bonus date and the second anniversary thereof, the sum payable under subparagraph (i) above together with compound interest, with monthly rests, calculated at the fixed rate per cent per annum on that sum in respect of each completed month beginning with the bonus date and ending with or before the date of repayment.

(b) The 5 year fixed bonus referred to in subparagraph (a)(i) under a 5 year savings contract shall be a multiple of the monthly contribution not exceeding 6 such monthly contributions and shall be determined by the qualifying savings institution on or before the starting date for the 5 year savings contract on the basis that the payment of 60 monthly contributions will be made and the bonus will be paid on the fifth anniversary of the starting date.

(c) The 7 year fixed bonus referred to in subparagraph (a)(ii) under a 5 year savings contract shall be a multiple of the monthly contributions not exceeding 12.5 times such monthly contributions and shall be determined by the qualifying savings institution on or before the starting date for the 5 year savings contract on the basis that the payment of 60 monthly contributions will be made and the bonus will be paid on the seventh anniversary of the starting date.

(d) The qualifying savings institution shall repay after the second anniversary of the bonus date the 60 monthly contributions and the bonus with any interest applicable although no application to it for repayment has been made. No interest shall be payable by the qualifying savings institution under the contract in respect of any period after the second anniversary of bonus date.

Repayment where Contributions Stopped

A: Three Year Savings Contracts

11. Where a person who has not completed the payment of 36 monthly contributions gives notice in writing to the qualifying savings institution that he or she intends to stop paying contributions, no further contributions under the savings contract shall either be payable or be accepted by the qualifying savings institution, and he or she shall be entitled, on application in writing to the qualifying savings institution, to full,

but not partial, repayment of the total amount of the contributions made by him or her with interest (where applicable and subject to paragraph 19) as follows—

- if repayment is made before the first anniversary of the starting date, no interest shall be payable;
- if repayment is made on or after the first anniversary of the starting date, simple interest shall be payable at the fixed rate per cent per annum in accordance with paragraph 17. No additional interest shall be payable under this contract in respect of any period after the third anniversary of the starting date.

The qualifying savings institution shall repay after the third anniversary of the starting date the total amount of the contributions made with any interest which has accrued up to that date whether or not the person has applied for repayment, but the qualifying savings institution shall not before that anniversary make any repayment to him or her unless he or she has given notice to the qualifying savings institution that he or she intends to stop paying contributions.

B: Five Year Savings Contracts

12. Where a person who has not completed the payment of 60 monthly contributions gives notice in writing to the qualifying savings institution that he or she intends to stop paying contributions, no further contributions under the savings contract shall either be payable or be accepted by the qualifying savings institution, and he or she shall be entitled, on application in writing to the qualifying savings institution, to full but not partial, repayment of the total amount of the contributions made by him or her with interest (where applicable and subject to paragraph 19) as follows—

- if repayment is made before the first anniversary of the starting date, no interest shall be payable;
- if repayment is made on or after the first anniversary of the starting date simple interest shall be payable at the fixed rate per cent per annum in accordance with paragraph 17. No additional interest shall be payable under this contract after the seventh anniversary of the starting date.

The qualifying savings institution shall repay after the seventh anniversary of the starting date the total amount of the contributions made with the interest which has accrued up to the seventh anniversary whether or not the person has applied for repayment but the qualifying savings institution shall not before that anniversary make any repayment to him or her unless he or she has given notice to the qualifying savings institution that he or she intends to stop paying contributions.

Repayment in Case of Death

A: Three Year Savings Contracts

13. If a person dies before he or she has completed the payment of 36 monthly contributions, no further contributions under his or her savings contract shall either be payable or be accepted by the qualifying savings institution. The total amount of the contributions made by him or her shall, on application in writing by his or her

personal representatives, be repayable with interest (where applicable and subject to paragraph 19) as follows

- if repayment is made before the first anniversary of the starting date, no interest shall be payable;
- if repayment is made on or after the first anniversary of the starting date, simple interest shall be payable at the fixed rate per cent per annum in accordance with paragraph 17. No additional interest shall be payable under this contract in respect of any period after the third anniversary of the starting date.

However, the qualifying savings institution shall retain any contributions paid in advance at the date of death, and unless repayment has been made after application by personal representatives, the qualifying savings institution shall treat it as having been paid in the month to which it relates. The qualifying savings institution shall repay after the third anniversary of the starting date the total amount of contributions made with the interest accrued to that date although no application to it for repayment has been made.

14. If a person dies after he or she has completed the payment of 36 monthly contributions, his or her personal representatives shall be entitled on application in writing to the qualifying savings institution to receive whatever sum would have been payable under paragraph 9 had the person still been alive at the date of repayment.

B: Five Year Savings Contracts

15. If a person dies before he or she has completed the payment of 60 monthly contributions, no further contributions under his or her savings contract shall either be payable or be accepted by the qualifying savings institution. The total amount of the contributions made by him or her shall, on application by his or her personal representatives, be repayable with interest (where applicable and subject to paragraph 19) as follows-

- if repayment is made before the first anniversary of the starting date, no interest shall be payable;
- if repayment is made on or after the first anniversary of the starting date simple interest shall be payable at the fixed rate per cent per annum in accordance with paragraph 17. No additional interest shall be payable under this contract after the seventh anniversary of the starting date.

However, the qualifying savings institution shall retain any contribution paid in advance at the date of death, and unless repayment has been made after application by personal representatives, the qualifying savings institution shall treat it as having been paid in the month to which it relates. The qualifying savings institution shall repay after the seventh anniversary of the starting date the total amount of contributions made with the interest accrued up to the seventh anniversary although no application to it for repayment has been made.

16. If a person dies after he or she has completed the payment of 60 monthly contributions his or her personal representatives shall be entitled on application in

writing to the qualifying savings institution to receive whatever sum would have been payable under paragraph 10 had the person still been alive at the date of repayment.

Interest Calculation

17. For the purpose of calculating interest payable under the preceding paragraphs other than paragraphs 9 and 10 -

- each monthly contribution (including the first) made in a month for which that contribution is due shall be deemed to have been made on the first day of that month and no interest shall be payable in respect of any period during which a contribution was held before it fell due, and
- any contribution paid by the employer which is paid in advance of the month to which it is deemed to relate shall be left out of account unless that month has been reached, and effect shall be given to paragraph 19.

18. A person who has entered into a savings contract with a qualifying savings institution or his or her personal representatives may after giving at least 7 working days' notice to the qualifying savings institution at its principal office or a branch office inspect at that office the basis for the calculations described in paragraph 17.

Effect of Postponement of Contributions on Bonus and Interest

19. Whenever a person fails to pay any monthly contribution under a savings contract on the due date, then, unless he or she has, before the due date for payment of that contribution, given notice in writing to the qualifying savings institution that he or she intends to stop paying contributions (in which case paragraph 11 or 12 will apply)—

- the due dates for payment of that contribution and all the other contributions which remain to be paid under the savings contract shall be postponed by one month;
- for the purposes of paragraph 9 the bonus date, shall be postponed by one month; and for the purposes of paragraph 10, the bonus date and the second anniversary of the bonus date, shall be postponed by one month;
- for the purpose of calculating the interest to which a person is entitled under paragraph 11, 12, 13 or 15, the first anniversary and the third/seventh anniversary (whichever is appropriate) of the starting date shall be deemed to be postponed by one month;
- for the purpose of calculating interest in accordance with paragraph 17, the starting date and due date of each contribution which he or she has paid shall be deemed to have been postponed by one month;
- but the foregoing provisions of this paragraph shall apply on not more than six occasions on which a person fails to pay a contribution as aforesaid. If he or she fails to pay a contribution on or before the due date on a seventh occasion, he or she shall be deemed to have given notice that he or she intends to stop paying contributions, and accordingly the provisions of paragraph 11 and 12 shall, subject to the foregoing provisions of this paragraph, apply. Where a person who has entered into a savings contract dies, the provisions of this paragraph shall apply only to contributions falling due before his or her death.

Savings Contracts Not Voluntarily Transferable

20. A person shall not voluntarily assign a savings contract or the benefit thereof. If he or she purports-

(a) so to assign before he or she has completed the payment of 36 or 60 monthly contributions (whichever is appropriate)—

(i) the qualifying savings institution shall not accept any further contributions after the purported assignment has come to its notice and he or she shall be deemed to have given notice of intention to stop paying contributions and to have applied to the qualifying savings institution for repayment forthwith, and

(ii) the qualifying savings institution shall accordingly pay to him or her (and not to the purported assignee) all the contributions paid together with interest which shall be calculated (subject to paragraph 19) in accordance with the subparagraph of paragraphs 11 and 12 appropriate to the time when repayment is made;

(b) so to assign when he or she has completed the payment of 36 or 60 monthly contributions (whichever is appropriate)—

(i) he or she shall be deemed to have applied for the repayment of those contributions together with such bonus as shall have accrued in accordance with paragraph 9 and such bonus and interest as shall have accrued in accordance with paragraph 10, and

(ii) the qualifying savings institution shall accordingly pay to him or her (and not to the purported assignee) the sum to which he or she is entitled under (b)(i) above at the time when repayment is made.

Restriction on New Contracts

21. A person shall not enter into a savings contract with a qualifying savings institution for a share option purpose—

(a) if the qualifying savings institution has not received from the company which established the savings-related share option scheme a copy of a certificate from the Revenue Commissioners granting approval of that scheme under paragraph 2 of Schedule 12A of the TCA 1997, and

(b) if the aggregate of-

(i) each monthly contribution which would be paid under the contract, and

(ii) each monthly contribution which would be paid under any other savings contracts under a Certified Contractual Savings Scheme operated by the same or any other qualifying savings institution,

would exceed the lesser of-

(I) €500, or

(II) the monthly contribution necessary to secure as nearly as may be repayment of an amount equal to that for which shares may be acquired in pursuance of rights obtained by him or her under an approved share option scheme.

For the purpose of subparagraph (b)(ii)(II) the amount of repayment shall be determined in accordance with paragraph 18 of Schedule 12A of the Taxes Consolidation Act, 1997.

Wrongful Entry into Contracts

22. Any sums paid by a person under a savings contract which has been entered into in breach of paragraph 3 or paragraph 21 shall be repaid to him or her without any interest or bonus, and if a person who has so entered has had his or her contributions refunded by the qualifying savings institution with interest and/or bonus because such breach was unknown to the qualifying savings institution, the qualifying savings institution may recover such interest and/or bonus.

Change of Qualifying Savings Institution

23. A qualifying savings institution shall not permit a person who has entered into a savings contract with it to transfer to another qualifying savings institution or to any other body the balance accumulated under that contract but this paragraph shall not prevent—

- his continuing that contract with a qualifying savings institution with which that qualifying savings institution has amalgamated or to which it has transferred all or part of its engagements, or
- that qualifying savings institution from amalgamating with or transferring all or part of its engagements to one or more other qualifying savings institution.

Statutory and Other Controls

24. Notwithstanding this specification a savings contract shall have effect subject to any restrictions on the operations of the qualifying savings institution which may be imposed on it from time to time by statute or by any regulatory body in exercise of its statutory powers.

Supply of Information

25. A person who has entered into a savings contract shall be deemed to have agreed to the qualifying savings institution—

(a) supplying to one or more third parties such information as may be necessary to establish that he or she is complying with the requirements of paragraph 21, and

(b) disclosing to the Revenue Commissioners any information which the Commissioners may require under paragraph 6 of Schedule 12A and paragraph 5 of Schedule 12B of the TCA, 1997.

Date of Payment

26. For the purpose of this specification-

(a) a sum shall be deemed to be paid to the qualifying savings institution by the person who has entered into a savings contract on the day on which the qualifying savings institution received it;

(b) a sum paid to the person who has entered into a savings contract by means of a cheque or warrant sent by post shall be deemed to be paid or repaid by the qualifying savings institution on the day on which the qualifying savings institution posts it to the person entitled.

**SAVE-AS-YOU-EARN CERTIFIED CONTRACTUAL SAVINGS SCHEME
APPLICATION FORM
(Effective from 1 December 2010)**

Name: _____

Permanent Address: _____

1. I desire to enter a Certified Contractual Savings Scheme with (name of qualifying savings institution): _____

2. I hereby authorise my employer, _____,
to make appropriate deductions from my pay so as to make:

36 monthly contributions of _____ and/or

60 monthly contributions of _____

to be credited to a savings account with this qualifying savings institution under this Scheme.

[**Note:** The amount of monthly contributions should be whole Euros (no cents) not less than €12 and not more than €500. Where application is made for more than one contract, the level of contributions must not exceed €500 in aggregate.]

The payments under this contract shall start not earlier than _____.

I have received a copy of the specification effective from 1 December 2010 and accept the terms thereof.

The bonus payable under paragraphs 9 and 10 of the specification will be in the case of:

a 3 year fixed bonus, ___* monthly contributions amounting to €_____

a 5 year fixed bonus, ___* monthly contributions amounting to €_____

a 7 year fixed bonus, ___* monthly contributions amounting to €_____

(*appropriate number to be entered by qualifying savings institution).

I declare that I am 16 years of age or older, that I am eligible to participate in the corporate share option scheme relevant to this application, which has been arranged by my current employer, that this savings contract will not breach the restrictions in paragraph 21 of the specification, and I understand that, if this declaration is untrue in any respect, any interest or bonus payable under this Scheme will be forfeited.

Signature: _____ **Date:** _____