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Worksheet 10A ABC, Inc. Model Equity Compensation Plan

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1. Purposes. The purposes of the ABC, Inc. Equity Compensation Plan are to: (a) attract, motivate, and retain the best available Employees, Directors, and Contractors upon whose judgment and effort the success of the Company and its Broader Related Entities largely depends; (b) align the interests of Employees, Directors, and Contractors with the interests of the Company's shareholders; (c) increase shareholder value by providing incentives for Employees, Directors, and Contractors to increase the long-term growth and profitability of the Company and its Broader Related Entities; and (d) provide equity compensation opportunities that do not create incentives for Employees, Directors, and Contractors to take imprudent risks.

2. Share Reserve.

(a) [Alternative 1: The maximum aggregate number of Shares that the Company may issue under Awards is _____ Shares (the "**Share Reserve**"). The Share Reserve will consist of: (i) authorized and unissued Shares; (ii) authorized and issued Shares held in the Company's treasury; and (iii) subject to section 2(i), authorized, issued, and reacquired Shares, whether repurchased on the open market or otherwise.] [Alternative 2: The maximum aggregate number of Shares that the Company may issue under Awards is _____ Shares (the "**Share Reserve**"). The Share Reserve will automatically increase on January 1 of each calendar year commencing on January 1 of the calendar year after the calendar year of the Effective Date and ending on and including January 1, [insert the tenth year after the year of the Effective Date]. The amount of each increase will be [Alternative A: one percent] [Alternative B: three percent] of the total number of Shares outstanding on December 31 of the prior calendar year. The Board in its exclusive discretion may act before January 1 of any year not to increase the Share Reserve for that year, or to increase the Share Reserve by a lesser number or percentage of Shares than provided for under this section 2(a). Any increases to the Share Reserve will not apply to Shares to be issued under Incentive Stock Options. The Share Reserve will consist of: (i) authorized and unissued Shares; (ii) authorized and issued Shares held in the Company's treasury; and (iii) subject to section 2(i), authorized, issued, and reacquired Shares, whether reacquired on the open market or otherwise.] [Alternative 3: The maximum aggregate number of Shares that the Company may issue under

Awards is _____ Shares (the “**Share Reserve**”). The Share Reserve will automatically increase on the one year anniversary of the Company's Initial Public Offering and each one year anniversary thereafter (the “**Anniversary Date**”) until ending on and including the first day of the [insert the tenth year after the year of the Effective Date]. The amount of each increase will be [Alternative A: one percent] [Alternative B: three percent] of the total number of Shares outstanding on the Anniversary Date of the prior calendar year. The Board in its exclusive discretion may act before the Anniversary Date not to increase the Share Reserve for that year, or to increase the Share Reserve by a lesser number or percentage of Shares than provided for under this section 2(a). Any increases to the Share Reserve will not apply to Shares to be issued under Incentive Stock Options. The Share Reserve will consist of: (i) authorized and unissued Shares; (ii) authorized and issued Shares held in the Company's treasury; and (iii) subject to section 2(i), authorized, issued, and reacquired Shares, whether reacquired on the open market or otherwise.]

(b) [Alternative 1: The maximum aggregate number of Shares that the Company may issue under Incentive Stock Options is _____ Shares.] [Alternative 2: The maximum aggregate number of Shares that the Company may issue under Incentive Stock Options is equal to the Share Reserve.] [Alternative 3: The maximum aggregate number of Shares that the Company may issue under Incentive Stock Options is equal to the Share Reserve without regard to any increases in the Share Reserve under section 2(a).] [Use Alternative 3 with Alternatives 2 and 3 of section 2(a)]

(c) [Alternative 1: The maximum number of Shares for which the Company may grant Awards to any Employee or Contractor is _____ [Alternative A: in a calendar year.] [Alternative B: in the Company's fiscal year.]] [Alternative 2: The maximum aggregate Grant Date Fair Market Values of Awards for which the Company may grant Awards to any Employee or Contractor is \$_____ [Alternative A: in a calendar year.] [Alternative B: in the Company's fiscal year.]] [Alternative 3: The maximum aggregate Grant Date fair values of Awards as determined under Financial Accounting Standards Board Accounting Standards Codification Topic 718 (the “**ASC Value**”) for which the Company may grant Awards to any Employee or Contractor is _____ [Alternative A: in a calendar year.] [Alternative B: in the Company's fiscal year.]] [Alternative 4: The Company may grant Awards without any limit on the number or value of Shares for which Awards may be granted to any Employee or Contractor.]

(d) The Company may grant Awards to [Alternative 1: Directors in respect of service as a Director as follows:] [Alternative 2: Nonemployee Directors as follows:]

(i) [Alternative 1: The Awards are subject to the following limits: (A) the maximum aggregate Grant Date fair values of Awards as determined under Financial Accounting Standards Board Accounting Standards Codification Topic 718 (the “**ASC Value**”) that the Company may grant to Directors during the term of the Plan is \$_____; (B) the maximum ASC Values of Awards that the Company may grant [Alternative A: in a calendar year] [Alternative B: in the Company's fiscal year] to an individual who serves as Board Chair or chair of any board or other governing body of a Related Entity in that year is \$_____; and (C) the maximum ASC Values of Awards that the Company may grant [Alternative A: in a calendar year] [Alternative B: in the Company's fiscal year] to any other individual who serves as a Director on the Board, or a member of the board or other governing body of a Related Entity, in that year is \$_____.] [Alternative 2: The Awards are subject to the following limits: (A) the maximum aggregate Grant Date fair values of Awards as determined under Financial Accounting Standards Board Accounting Standards Codification Topic 718 (the “**ASC Value**”) that the Company may grant to Directors during the term of the Plan is \$_____; (B) the sum of the maximum ASC Values of Awards that the Company may grant [Alternative A: in a calendar year] [Alternative B: in the Company's fiscal year], to any Director who serves as Board Chair or chair of any board or other governing body of a Related Entity in that year, and all other compensation for that year, is \$_____; and (C) the sum of the maximum ASC Values of Awards that the Company may grant [Alternative A: in a calendar year] [Alternative B: in the Company's fiscal year] to any other Director who serves as a Director on the Board, or a member of the board or other governing body of a Related Entity, in that year, and all other compensation for that year, is \$_____.] [Alternative 3: The Awards are subject to the following limits: (A) the maximum aggregate Grant Date fair values of Awards as determined under Financial Accounting Standards Board Accounting Standards Codification Topic 718 (the “**ASC Value**”) that the Company

may grant to Nonemployee Directors during the term of the Plan is \$____; (B) the sum of the maximum ASC Values of Awards that the Company may grant [Alternative A: in a calendar year] [Alternative B: in the Company's fiscal year], to any Nonemployee Director who serves as Board Chair or chair of any board or other governing body of a Related Entity in that year, and all other compensation for that year, is \$____; and (C) the sum of the maximum ASC Values of Awards that the Company may grant [Alternative A: in a calendar year] [Alternative B: in the Company's fiscal year] to any other Nonemployee Director who serves as a Director on the Board, or a member of the board or other governing body of a Related Entity, in that year, and all other compensation for that year, is \$____.]

(ii) The limits under section 2(d)(i)(B)-(C) are doubled for a Director's first year of service as a Director.

(iii) The Administrator or Board shall determine the ASC Values of Awards as of each Grant Date.

(iv) For Nonemployee Directors, the Company shall not grant Awards with performance-based vesting, or that provide for accelerated vesting on consummation of a Change-in-Control or on a Separation From Service for Good Reason or an Involuntary Separation From Service Without Cause within a specified period after consummation of a Change-in-Control. In addition, the Administrator or Board in its exclusive discretion may decline to impose minimum vesting conditions.

(e) [Alternative 1: Each Share subject to an Award will count against the Share Reserve as one Share.] [Alternative 2: Each Share subject to an Award that is not a Full-Value Award will count against the Share Reserve as one Share. Each Share subject to an Award that is a Full-Value Award will count against the Share Reserve as two Shares. For purposes of this section 2, "**Full-Value Award**" means an Award of Restricted Stock with a purchase price of less than the Fair Market Value per Share on the Grant Date, or an RSU.]

(f) The following Shares will not count against the Share Reserve or be added to the remaining Share Reserve: (i) SARs or RSUs that may be settled only in cash; (ii) Shares purchased by Grantees in a dividend reinvestment program if the Shares are purchased in open-market transactions or are treasury shares purchased for Fair Market Value from the Company; and (iii) dividends paid in Shares on Awards of Restricted Stock or RSUs that are also generally paid to common stock shareholders.

(g) If a Person acquired by the Company or another member of the Broader Group, or with which the Company or another member of the Broader Group combines, has shares available for grant under an equity compensation plan that was approved by that Person's shareholders other than in contemplation of the acquisition or combination (the "**Acquired Shares**"), the Acquired Shares will become available for Awards and Substitute Awards. The Administrator or Board shall use the Acquired Shares to make Awards and Substitute Awards only to individuals who become Employees or Directors of the Company or another member of the Broader Group in the acquisition or combination, or who become former employees or directors of that Person in the acquisition or combination. The Administrator or Board shall not use the Acquired Shares for Awards and Substitute Awards after the date that grants could have been made under that Person's equity compensation plan had the acquisition or combination not occurred. The Administrator shall adjust the number of Acquired Shares using the exchange ratio, valuation ratio, or other ratio or formula, used in the acquisition or combination to determine the amount of consideration to be paid to the holders of that Person's common stock. The Acquired Shares will not count against the Share Reserve or be added to the remaining Share Reserve.

(h) [Alternative 1: Shares used for Substitute Awards, other than Acquired Shares, will count against the Share Reserve and may be added to the remaining Share Reserve.] [Alternative 2: Shares used for Substitute Awards will not count against the Share Reserve or be added to the remaining Share Reserve. Substitute Awards issued in the assumption of, or substitution or exchange for, outstanding Incentive Stock Options will count against the maximum aggregate number of Shares that the Company may issue under Incentive Stock Options under section 2(b).]

(i) [Alternative 1: The following Shares will be added to the remaining Share Reserve: (i) Shares subject to an Award for the

portion of the Award that expires unexercised; (ii) Shares subject to an Award that is cancelled, forfeited, surrendered, or terminated in whole or in part, including without limitation Shares forfeited and repurchased under section 5(c)(ii)(B); (iii) Shares tendered or withheld in payment of an Option's exercise price; (iv) [Alternative A: Shares tendered or withheld in satisfaction of the Company's Tax withholding obligations;] [Alternative B: Shares tendered or withheld in satisfaction of the Company's Tax withholding obligations, or in satisfaction of an Employee-Grantee's election for Tax withholding;] (v) Shares repurchased by the Company with funds that a Grantee used to pay an Option's exercise price; (vi) Shares not issued on the vesting of Restricted Stock or RSUs; (vii) for Options or SARs that have been exercised and settled in cash or a combination of Shares and cash, Shares equal to the difference between the Shares originally subject to the Award and the Shares issued on exercise; (viii) Shares withheld to satisfy any debt or other obligation owed to the Company or any other member of the Broader Group; and (ix) Shares reacquired by the Company under a clawback or forfeiture right or obligation or a repurchase right or obligation. [Alternative A: To the extent that a Share is added to the Share Reserve, the remaining Share Reserve will be credited with one Share.] [Alternative B: To the extent that a Share counted as one Share is added to the Share Reserve, the remaining Share Reserve will be credited with one Share. To the extent that a Share counted as two Shares is added to the Share Reserve, the remaining Share Reserve will be credited with two Shares.]] [Alternative 2: The Administrator or Board shall determine the Share Reserve as follows: (i) the following Shares will be added to the remaining Share Reserve: (A) Shares subject to an Award for the portion of the Award that expires unexercised; and (B) Shares subject to an Award that is cancelled, forfeited, surrendered, or terminated in whole or in part, including without limitation Shares forfeited and repurchased under section 5(c)(ii)(B); and (ii) the following Shares will not be added to the Share Reserve: (A) Shares tendered or withheld in payment of an Option's exercise price; (B) [Alternative A: Shares tendered or withheld in satisfaction of the Company's Tax withholding obligations;] [Alternative B: Shares tendered or withheld in satisfaction of the Company's Tax withholding obligations, or in satisfaction of an Employee-Grantee's election for Tax withholding;] (C) Shares repurchased by the Company with funds that a Grantee used to pay an Option's exercise price; (D) Shares not issued on the vesting of Restricted Stock or RSUs; (E) for Options or SARs that have been exercised and settled in cash or a combination of Shares and cash, Shares equal to the difference between the Shares originally subject to the Award and the Shares issued on exercise; (F) Shares withheld to satisfy any debt or other obligation owed to the Company or any other member of the Broader Group; and (G) Shares reacquired by the Company under a clawback or forfeiture right or obligation or a repurchase right or obligation. [Alternative A: To the extent that a Share is added to the Share Reserve, the remaining Share Reserve will be credited with one Share.] [Alternative B: To the extent that a Share counted as one Share is added to the Share Reserve, the remaining Share Reserve will be credited with one Share. To the extent that a Share counted as two Shares is added to the Share Reserve, the remaining Share Reserve will be credited with two Shares.]]

(j) The Administrator or Board shall not grant any Award if the number of Shares subject to the Award, when added to the sum of the number of Shares previously issued and counted against the Share Reserve and the number of Shares subject to outstanding Awards, exceeds the remaining Share Reserve. If the Share Reserve is insufficient, the Administrator or Board shall not permit reinvestment of dividends in additional Shares other than Shares that are not counted against the Share Reserve under section 2(f).

(k) The Administrator's or Board's exercise of its authority and discretion under section 3(b)(xv)-(xvi) will not increase the Share Reserve above the amount under section 2(a).

(l) The limits on the Share Reserve under this section 2 are subject to adjustment under section 10.

3. Plan Administration.

(a) Administrator.

(i) **Director and Officer Committee** . For Awards granted to Insiders when any class of equity security of the Company is registered under Section 12 of the Exchange Act or any similar state, local, or foreign Law, the Plan will be administered by: (A) the Board; or (B) a committee appointed by the Board consisting of three or more Board members, each of whom is a

Nonemployee Director and an independent director under the rules of the principal Securities Market on which the Company's stock is listed or quoted ("**Director and Officer Committee**"). The failure of one or more members of the Director and Officer Committee to satisfy Rule 16b-3 or the independence rules of the principal Securities Market will not invalidate any action of the Director and Officer Committee. The Board in its exclusive discretion may establish guidelines for the exercise of the Director and Officer Committee's authority and discretion, and may rescind all or any portion of the Director and Officer Committee's authority and discretion. Once appointed, each member of the Director and Officer Committee will continue to serve until the member resigns, or the Board in its exclusive discretion rescinds the member's appointment or removes the member from the Director and Officer Committee. The Board in its exclusive discretion may increase or decrease the size of the Director and Officer Committee, appoint new members, fill vacancies, and terminate the Director and Officer Committee. The Board in its exclusive discretion may retain the authority and discretion to concurrently administer the Plan with the Director and Officer Committee under the terms and conditions established by the Board in its exclusive discretion.

(ii) **Regular Committee** . For Awards granted to Employees who are not Insiders and to Contractors when any class of equity security of the Company is registered under Section 12 of the Exchange Act or any similar state, local, or foreign Law, and for Awards granted when no class of equity security of the Company is so registered, the Plan will be administered by: (A) the Board; or (B) a committee appointed by the Board (the "**Regular Committee**"). The Board in its exclusive discretion may establish guidelines for the exercise of the Regular Committee's authority and discretion, and may rescind all or any portion of the Regular Committee's authority and discretion. Once appointed, each member of the Regular Committee will continue to serve until the member resigns, or the Board in its exclusive discretion rescinds the member's appointment or removes the member from the Regular Committee. The Board in its exclusive discretion may: (A) increase or decrease the size of the Regular Committee; (B) appoint new members; (C) fill vacancies; (D) terminate the Regular Committee; and (E) retain the authority and discretion to concurrently administer the Plan with the Regular Committee under the terms and conditions established by the Board.

(iii) **Grant of Authority and Discretion to Officers**. The Board in its exclusive discretion may grant to one or more Officers the authority and discretion to grant Awards to Employees. The Board shall specify the number of Shares subject to the Awards and the provisions of the Awards that the Officer may grant. The Officer shall not grant Awards to: (A) the Officer, a member of the Officer's Immediate Family, or a Family Entity; (B) Insiders; and © executive officers under Rule 3b-7 of the Exchange Act. The Board in its exclusive discretion may establish guidelines for the exercise of each Officer's authority and discretion, and may rescind all or any portion of each Officer's authority and discretion. Once appointed, each Officer will continue to serve until the Officer resigns, or the Board in its exclusive discretion rescinds the Officer's authority and discretion.

(iv) **Committee Action**. A majority of the members of the Director and Officer Committee or the Regular Committee in attendance at a meeting at which a quorum is present may act for that Committee. Any written determination signed by all the members of the Committee will be as effective as if it had been adopted at a duly held meeting.

(v) **Finality**. The decisions, acts, and omissions of the Administrator and Board will be final, conclusive, and binding on all Persons having or claiming any interest in the Plan, any Award, or Award Agreement.

(vi) **Limitation of Liability**.

(A) Each member of the Board or a Committee, and each Director, Officer, and Employee acting on behalf of the Board or a Committee, will not be liable for any act or omission in the Plan's administration, other than an act or omission due to that person's gross negligence or intentional misconduct.

(B) Each member of the Board or a Committee will not be liable for any act or omission of any other member of the Board or Committee.

(C) Each member of the Board or a Committee, and each Director, Officer, and Employee acting on behalf of the Board or Committee, may rely upon information or advice provided by the Company's Officers, accountants, actuaries, appraisers, compensation consultants, counsel, and employees. Each member of the Board or a Committee, and each Director, Officer, and Employee acting on behalf of the Board or Committee, will not be liable for any act or omission taken in [Alternative 1: reasonable] [Alternative 2: good faith] reliance on the information or advice.

(D) The Company, all other members of the Broader Group, Administrator, Board, each member of the Board or a Committee, and each Director, Officer, and Employee acting on behalf of the Board or Committee, will not be liable to any Person if the application of Code Section 409A or 457A to the Plan, any Award or Award Agreement, issuance of Shares, distribution or payment, or any act or omission in the Plan's administration, causes the: (I) acceleration of income recognition by any Grantee, Transferee, or beneficiary; (II) acceleration of the time for payment of any Tax; (III) acceleration of any Tax withholding obligation by the Company or any other member of the Broader Group; (IV) imposition of any Tax; (V) imposition of interest or penalty; or (VI) any combination of the events in clauses (I) to (V).

(E) The Company, all other members of the Broader Group, Administrator, Board, each member of the Board or a Committee, and each Director, Officer, and Employee acting on behalf of the Board or Committee, will not be liable to any Person if an Option that is intended to be an Incentive Stock Option is not an Incentive Stock Option or if the Company converts an Incentive Stock Option to a Nonqualified Stock Option.

(b) **Authority and Discretion of Administrator and Board.** In addition to the other grants of authority and discretion under the Plan and Applicable Requirements, the Administrator and Board will have the exclusive authority and discretion to:

- (i) select the Employees, Directors, and Contractors eligible for Awards;
- (ii) determine whether, when, and to whom to grant Awards;
- (iii) reasonably determine the Fair Market Value of Shares subject to Awards;
- (iv) determine the number of Shares subject to each Award;
- (v) determine whether an SAR or RSU will be settled in Shares, cash, or a combination thereof;
- (vi) determine any holding period requirements for Shares issued under Awards;
- (vii) determine the provisions of each Award, Award Agreement, and Substitute Award. The provisions of Substitute Awards may vary from the provisions of the Plan to conform the Substitute Awards in whole or in part to the provisions of the awards in substitution for which the Substitute Awards are made;
- (viii) determine the degree to which performance goals under an Award or Award Agreement were attained;
- (ix) cancel any Award for which the Administrator or Board determines that the number of Shares subject to the Award exceeds any of the limits of section 2;
- (x) establish blackout periods during which transactions affecting Awards or Substitute Awards, or Shares issued under Awards or Substitute Awards, are prohibited;
- (xi) construe and interpret the provisions of the Plan, Awards, Award Agreements, and Substitute Awards;
- (xii) reconcile any inconsistency, correct any defect, and supply any omission in the Plan, any Award, Award Agreement, or Substitute Award;

- (xiii) make all factual and legal determinations under the Plan, Awards, Award Agreements, and Substitute Awards;
 - (xiv) waive any provisions of any Award, Award Agreement, or Substitute Award;
 - (xv) add to, vary, or override the provisions of the Plan, Awards, and Award Agreements to comply with the Laws of foreign jurisdictions or the listing requirements of any foreign Securities Market;
 - (xvi) establish subplans for any class of Grantees subject to the Laws of foreign jurisdictions or whose Awards are subject to the listing requirements of any foreign Securities Market, which subplans may override the provisions of the Plan, Awards, and Award Agreements;
 - (xvii) adopt, amend, and rescind rules, procedures, forms, and instruments; and
 - (xviii) take all other actions necessary or appropriate in the Plan's administration.
- (c) **Award Agreements.** Each Award will be evidenced by an Award Agreement signed by the Company, any other member of the Broader Group to which the Grantee primarily provides services on the Grant Date, and the Grantee.
- (i) Each Award Agreement will incorporate the Plan.
 - (ii) In furtherance and not in limitation of this section 3(c), each Award Agreement will require that the Grantee acknowledge that the Award is subject to the clawback and forfeiture provisions of section 5(f).
- (d) **Nonuniform and Selective Determinations.** The Administrator or Board in its exclusive discretion may make nonuniform and selective determinations among Employees, Directors, and Contractors regardless of whether they are similarly or differently situated. In furtherance of this section 3(d) and not in limitation thereof, the Administrator or Board in its exclusive discretion may grant nonuniform and selective Awards, and enter into nonuniform and selective Award Agreements. The Administrator or Board does not have any obligation to grant any Employee, Director, or Contractor an Award because that Person was selected to be eligible for Awards or previously received Awards. Nothing in the Plan or any Award or Award Agreement restricts or prevents the Company or any other member of the Broader Group from providing any benefit or making any award, distribution, or payment to any Employee, Director, or Contractor under any other agreement, plan, policy, or program.
- (e) **Determination of Cause for a Director.** A majority of the Nonemployee Directors must determine whether any event has occurred for a Director that constitutes Cause. If the Director at issue is a Nonemployee Director, the determination of the majority will be made without counting that Nonemployee Director.
- (f) **No Notice Obligation.** To the extent permitted by Law, the Administrator, Board, Company, and any other member of the Broader Group will not have any obligation to notify any Grantee, Transferee, or beneficiary of: (i) the impending or actual expiration or forfeiture of any Option, SAR, Restricted Stock, or RSU; (ii) the Tax treatment of any Award, Award Agreement, or Shares issued under any Award; and (iii) any Material information regarding the Company and any other member of the Broader Group.
- (g) **Freedom of Action.**
- (i) Subject to any antidilution provisions of Applicable Requirements, the Company's certificate of incorporation or by-laws, or any Award or Award Agreement, the Company may issue additional Shares of Common Stock and shares of other classes of stock on the terms that the Board in its exclusive discretion determines appropriate.
 - (ii) Nothing in the Plan restricts or prevents the Company, its shareholders, or any other member of the Broader Group to authorize or make: (A) any equity restructuring event under section 10(a); (B) any change in any business or prospective

business of the Company or any other member of the Broader Group; (C) any issuance of stock, options, warrants, or rights to purchase stock; (D) any issuance of preferred or prior preference stock whose rights are superior to or affect Shares, or that are convertible into or exchangeable for Shares; (E) any issuance of bonds or debentures; (F) the dissolution or liquidation of the Company or any other member of the Broader Group; (G) any sale or other disposition of the assets of an entire business or a portion of any business of the Company or any other member of the Broader Group; or (H) any purchase or other acquisition of the assets of an entire business or a portion of any business by the Company or any other member of the Broader Group.

(iii) The Company or any other member of the Broader Group may take any action under section 3(g)(i) to (ii) regardless of any adverse effect that it has on any Award, Award Agreement, or Shares issued under any Award.

(iv) Any Person that has been selected to be eligible for Awards and any Grantee, Transferee, or beneficiary will not have any right or claim arising from or related to any: (A) action under section 3(g)(i) to (ii); or (B) any decrease or fluctuation in the value of any Award or Shares issued under any Award due to any act or omission of the Board, the board of directors or other governing body of any member of the Broader Group, a Committee, or the Officers of the Company and any other member of the Broader Group.

(h) **Reduction in Time Commitment.** Except as provided in an Award or Award Agreement, if a Grantee's level of time commitment in the performance of services to the Company or any other member of the Broader Group is [Alternative 1: Materially reduced] [Alternative 2: reduced to a nontrivial extent] after the Grant Date, the Administrator or Board in its exclusive discretion may correspondingly reduce the number of shares subject to an Award that is scheduled to vest or become payable after the date of reduction in time management.

(i) **Right of Offset.** The Company and each member of the Broader Group in its exclusive discretion may offset against its obligations to issue Shares, to deliver other property or cash, to release any restriction, or to pay dividends by: (i) any amounts owed or paid by the Company or member to a third-party under any award, judgment, or settlement arising from or related to the Grantee's conduct; and (ii) any outstanding amounts that a Grantee then owes the Company or any other member of the Broader Group. If the benefit, distribution, or payment is nonqualified deferred compensation under Code Section 409A or 457A, the offset must be permitted by that section, or required by Applicable Requirements regardless of its permissibility under Code Section 409A or 457A. For any offset under this section 3(i) or 5(f) of nonqualified deferred compensation under Code Section 409A or 457A, the Company or other member of the Broader Group shall issue an IRS Form W-2 or 1099 showing the amount of the offset as income to the Grantee.

4. Eligibility for Awards.

(a) The following Persons are eligible for Awards of Nonqualified Stock Options and SARs: (i) Employees, Directors, and Contractors of the Company or a Related Entity if the Employee, Director, or Contractor primarily provides services to the Company or Related Entity on the Grant Date; and (ii) prospective Employees of the Company or a Related Entity. The Company or Related Entity and the prospective Employee must reasonably anticipate that the prospective Employee will commence service within twelve months after the Grant Date. The prospective Employee will not vest in the Awards and the Company will not issue Shares before the prospective Employee commences service. If the prospective Employee does not commence service within the twelve month period, the prospective Employee will forfeit the Award.

(b) The following Persons are eligible for Awards of Incentive Stock Options: (i) Employees of the Company if the Employee primarily provides services to the Company on the Grant Date; (ii) Employees of an Employer Corporation if the Employee primarily provides services to the Employer Corporation on the Grant Date; and (iii) prospective Employees of the Company or an Employer Corporation. The Company or Employer Corporation and the prospective Employee must reasonably anticipate that the prospective Employee will commence service within twelve months after the Grant Date. The prospective Employee will not vest in the Awards and the Company will not issue Shares before the prospective Employee commences

service. If the prospective Employee does not commence service within the twelve month period, the prospective Employee will forfeit the Award.

(c) The following Persons are eligible for Awards of Restricted Stock and RSUs: (i) Employees, Directors, and Contractors of a member of the Broader Group if the Employee, Director, or Contractor primarily provides services to that member on the Grant Date; and (ii) prospective Employees of a member of the Broader Group. The member of the Broader Group and the prospective Employee must reasonably anticipate that the prospective Employee will commence service within twelve months after the Grant Date. The prospective Employee will not vest in the Awards before the prospective Employee commences service. If the prospective Employee does not commence service within the twelve month period, the prospective Employee will forfeit the Award.

(d) [Alternative 1: A Contractor is eligible for an Award only if the Contractor's participation in the Plan would not adversely affect the Company's ability to register shares under the Securities Act on a Form S-8 Registration Statement.] [Alternative 2: If the Shares are not readily tradable on a Securities Market, a Contractor will not be eligible for an Award if on the Grant Date the offer or sale of the Company's securities to the Contractor is not exempt from registration under Rule 701 of the Securities Act. The foregoing prohibition will not apply if the Board determines that the Award does not have to comply with Rule 701 of the Securities Act and will satisfy another exemption from registration under the Securities Act.]

(e) Before an Employee, Director, or Contractor can receive an Award, the board of directors or other governing body of the member of the Broader Group to which the Employee, Director, or Contractor primarily provides services on the Grant Date must have adopted the Plan.

(f) Before a prospective Employee can receive an Award, the board of directors or other governing body of the member of the Broader Group to which the prospective Employee will primarily provide services must have adopted the Plan.

(g) A Grantee's acceptance of an Award is voluntary and not a condition of service with the Company or any other member of the Broader Group. Any Person may decline to accept an Award without any adverse effect to that Person's continued service with the Company or any other member of the Broader Group.

5. Provisions of Awards.

(a) **Designation as Incentive Stock Option or Nonqualified Stock Option.** The Administrator shall designate each Option as an Incentive Stock Option or a Nonqualified Stock Option in the Award Agreement.

(i) To the extent that the aggregate Fair Market Value of Shares subject to Incentive Stock Options that become exercisable by a Grantee for the first time during a calendar year under all plans of the Company, an Employer Corporation, ISO Parent, or ISO Subsidiary, exceeds \$100,000, these Incentive Stock Options will become Nonqualified Stock Options to the extent of the Fair Market Value of the Shares that exceed this amount. The Administrator shall take the Incentive Stock Options into account in the order granted, and shall use the Fair Market Value of the Shares on the Grant Date of each Incentive Stock Option. If an Option is treated as an Incentive Stock Option in part and a Nonqualified Stock Option in part because of the limit under this section 5(a)(i), the Grantee may designate which portion of the Option that the Grantee is exercising. In the absence of the Grantee's designation, the Grantee will be deemed to exercise the Incentive Stock Option portion first.

(ii) If within two years after the Grant Date of an Incentive Stock Option, or one year after the issuance of the Shares on exercise of an Incentive Stock Option, the Grantee makes a Disposition of Shares acquired on exercise, within thirty days after the Disposition the Grantee shall notify the Administrator of the date of the Disposition, the amount realized, and the types of consideration received. For purposes of this section 5(a)(ii), "**Disposition**" means a disposition under Code Section 424(c) and Treasury Regulation Section 1.424-1(c).

(b) **Administrator and Board Action.** The Administrator or Board in its exclusive discretion shall determine the provisions of

each Award and Award Agreement.

(i) In furtherance of this section 5(b) and not in limitation thereof, the Administrator or Board in its exclusive discretion may provide for one or more of the following in an Award or Award Agreement: (A) antidilution provisions; (B) assignments of intellectual property; (C) clawbacks and forfeitures; (D) consequences of a Change-in-Control or Section 424 Corporate Transaction; (E) consequences of a Grantee's Separation From Service; (F) holding period requirements and hedging restrictions for Shares issued under Awards; (G) methods of payment of the exercise or purchase price; (H) methods of payment of any Tax withholding obligation; (I) noncompetition, nondisclosure, nonsolicitation, and other restrictive covenants; (J) service requirements and performance goals for the grant, vesting, distribution, and payment of Awards; (K) reduction of benefits to address Code Sections 280G and 4999; (L) repurchase rights and obligations; (M) rights of first refusal; (N) Transfer restrictions on the Award and the Shares issued under an Award in addition to those under section 5(j); and (O) vesting conditions.

(ii) In furtherance of section 5(b)(i)(J) and not in limitation thereof, the Administrator or Board in its exclusive discretion may establish performance goals for: (A) acquisitions, business expansion, dispositions, and business contraction; (B) balance sheet metrics; (C) budgets; (D) cash balance levels; (E) cash conversion cycle time; (F) cash efficiency; (G) cash flow, cash flow from operations, cash flow return on capital, equity, or investment, and free cash flow; (H) changes in operations to reduce health and safety risks to employees, independent contractors, customers, and suppliers; (I) compliance with and maintenance of debt covenants; (J) customer service; (K) customer targets or net customer additions; (L) data security and cyberattacks; (M) diversity, equity, and inclusion programs; (N) earnings before interest and taxes; (O) earnings before interest, taxes, depreciation, and amortization ("EBITDA"), and growth in EBITDA; (P) EBITDA excluding capital expenditures, and growth in EBITDA excluding capital expenditures; (Q) earnings per Share; (R) economic value added margin, economic value added spread, economic value added momentum versus sales, and economic value added momentum versus capital; (S) voluntary or involuntary employee turnover rate; (T) environmental criteria and measures, including without limitation carbon footprint, carbon dioxide emissions, climate change initiatives, energy use and renewable energy consumption, hazardous waste, natural resource conservation, pollution control, treatment of animals, and waste diversion; (U) ethics and corporate compliance programs; (V) expenses; (W) gender pay equity; (X) gross margins; (Y) gross profit and gross profit growth; (Z) gross revenue and gross revenue growth; (AA) in-licensing and out-licensing of intellectual property; (BB) inventory turns; (CC) key products and new products; (DD) launch of new revenue streams to offset shuttered operations; (EE) long-term liquidity levels; (FF) market share; (GG) net cost reductions; (HH) net earnings, net income, and net profit before or after taxes; (II) net revenue and net revenue growth; (JJ) operating income or margins; (KK) product safety; (LL) productivity ratios; (MM) profit margins of the Company, any other member or members of the Broader Group, the Broader Group, identifiable products, business segments, and business units; (NN) programs with partners or collaborators; (OO) ratio of earnings to assets and equity; (PP) ratio of income to fixed charges; (QQ) receivables turnover; (RR) regulatory milestones; (SS) research and development; (TT) return on assets, equity, invested capital, and sales; (UU) Share price, growth in Share price, and total shareholder return inclusive or exclusive of dividends; (VV) voluntary separation programs in lieu of layoffs; (WW) weighted average cost of capital; (XX) workarounds to supply chain disruptions and diversification of supply chain sourcing; (YY) workforce health and safety records; (ZZ) workforce targets and maintenance of payroll levels; (AAA) working capital ratios; and (BBB) workplace accessibility.

(iii) For the performance goals, the Administrator or Board in its exclusive discretion may:

(A) set performance goals for an individual Grantee, the Company, any other member of the Broader Group, the Broader Group, or any combination thereof;

(B) set performance goals for a business segment or unit of the Company, any other member of the Broader Group, the Broader Group, or any combination thereof;

(C) set performance goals based on a comparison to the performance of one or more peer groups or any market or

special index;

(D) set performance goals measured on an absolute or cumulative basis, or by a percentage of change over time;

(E) measure attainment of performance goals by U.S. generally accepted accounting principles (“GAAP”), or other objective standards consistent with the Company’s accounting policies;

(F) grant Awards and establish vesting schedules and amounts of Shares under Awards for different levels of attainment of performance goals;

(G) establish a threshold level of performance below which Awards will not be made or vest; and

(H) establish a maximum level of performance above which Awards will not be made or further vest.

(iv) To prevent the dilution or enlargement of Grantees’ rights, the Administrator or Board in its exclusive discretion may adjust the performance goals under section 5(b)(ii)-(iii), any vesting requirement, clawback or forfeiture right or obligation, and repurchase right or obligation to address the following events: (A) acquisitions and divestitures; (B) asset write-downs; (C) changes in Applicable Requirements; (D) changes in the Company’s fiscal year; (E) changes in financial accounting standards that affect reported results; (F) consummation of a Change-in-Control or Section 424 Corporate Transaction; (G) currency fluctuations and foreign exchange gains and losses; (H) cyberattacks; (I) discontinued operations; (J) equity restructurings under section 10(a); (K) extraordinary nonrecurring items under GAAP or reported in the Company’s financial statements, notes to financial statements, or management’s discussion and analysis of financial condition and results of operations as filed with a securities regulator; (L) unusual, infrequent, or nonrecurring events, or an objectively determinable category thereof; (M) judgments and settlements of litigation and other resolutions of claims; (N) natural disasters; and (O) share buybacks.

(v) The Administrator or Board shall not grant any Option that contains a reload or replenishment feature that provides the Grantee with an automatic grant of additional Options: (A) on exercise of the original Option without the payment of additional consideration beyond the exercise price; or (B) on the Grantee’s tender of Shares to pay the exercise price of the original Option, or to satisfy Tax withholding obligations on exercise of the original Option.

(c) **Repurchase of Shares.** The Administrator or Board shall determine the repurchase price of Shares issued under an Award as follows:

(i) For each Award of Nonqualified Stock Options or SARs that contains a repurchase obligation for Shares other than a right of first refusal, or contains a put or call right that is not a lapse restriction under Treasury Regulation Section 1.83-3(i), the repurchase price will be the Fair Market Value of the Shares on the date of repurchase determined without regard to lapse restrictions under Treasury Regulation Section 1.83-3(i). The repurchase price may be less than Fair Market Value on the Grantee’s Involuntary Separation From Service for Cause, or the occurrence of a condition within the Grantee’s control specified on the Grant Date or any time thereafter.

(ii) For each Award of Restricted Stock that a Grantee forfeits under section 7(d): (A) if the Grantee did not pay any amount for the Restricted Stock, the Grantee shall forfeit the Shares without the payment of further consideration; and (B) if the Grantee paid an amount for the Restricted Stock, the Company shall repurchase the Restricted Stock at a price equal to the amount paid by the Grantee for the Restricted Stock or such other amount provided under the Award or Award Agreement.

(d) **Minimum Vesting Requirement.** Subject to section 2(d)(iv), each Award must use service-based vesting, performance-based vesting, or a combination thereof. For Awards that use service-based vesting, the Grantee can vest no earlier than in one-third of the Award after one year of service, an additional one-third after two years of service, and the final one-third after three years of service. For Awards that use performance-based vesting, the minimum performance period is one year. For

Awards that use a combination of service-based vesting and performance-based vesting, the Award must satisfy either the minimum service-based vesting requirement or the minimum performance period. [Alternative 1: An Award will satisfy this section 5(d) if it vests before satisfaction of the foregoing minimum vesting requirement on a Grantee's death or Separation From Service due to Disability.] [Alternative 2: An Award will satisfy this section 5(d) if it vests before satisfaction of the foregoing minimum vesting requirement: (i) on a Grantee's death; (ii) on a Grantee's Separation From Service due to Disability; (iii) on a Grantee's Involuntary Separation From Service Without Cause or Separation From Service for Good Reason; (iv) on a Grantee's retirement; (v) on a Change-in-Control under section 8; or (vi) for a Substitute Award made in replacement of an award scheduled to vest earlier than required by the foregoing minimum vesting requirement.]

(e) **Changes to Exercise and Vesting Dates.** To the extent permitted by Applicable Requirement, the Administrator or Board in its exclusive discretion may:

(i) accelerate the vesting and exercise date of a portion of or an entire Award of Options or SARs, and the vesting date of a portion of or an entire Award of Restricted Stock or RSUs;

(ii) extend the exercise date of a portion of or an entire Award of Options or SARs;

(iii) waive any vesting condition for a portion of or an entire Award;

(iv) waive any clawback or forfeiture right or obligation, repurchase right or obligation, or any other restriction or requirement for a portion of or an entire Award; and

(v) This section 5(e)(i)-(iv) will not apply on an Involuntary Separation From Service for Cause, or a voluntary Separation From Service Without Good Reason.

(f) **Clawbacks and Forfeitures.** The Plan and all Awards are subject to the following clawbacks and forfeitures:

(i) All Awards, Shares subject to or issued under Awards, cash payable or paid under Awards, any other economic benefits received under Awards, and the cash proceeds and property received on the disposition of the Shares issued under Awards (the "**Recoupable Compensation**"), will be subject to:

(A) the requirements for clawbacks and forfeitures under Applicable Requirements and the policies adopted by the Administrator or Board to comply with these requirements;

(B) the policies for clawbacks and forfeitures adopted by the Administrator or Board that apply to one or more groups of Grantees;

(C) the provisions for clawbacks and forfeitures in an Award or Award Agreement; and

(D) the provisions for clawbacks and forfeitures in an employment agreement, independent contractor agreement, noncompetition agreement, nondisclosure agreement, nonsolicitation agreement, or other restrictive covenant agreement.

(ii) The restrictions on the amendment of the Plan and Awards or Award Agreements under section 12(d)-(e) will not apply to the requirements and policies under clause (i)(A). The policies under clause (i)(B) will apply only to Awards granted after adoption of the policy.

(iii) A clawback or forfeiture under this section 5(f) will not be a Good Reason event under the Plan.

(iv) The Company and its Broader Related Entities in its exclusive discretion may recover Recoupable Compensation by one or more of the following methods: (A) reimbursement by the Grantee of cash compensation previously paid; (B) recovery of any income or gain realized or recognized on the vesting, exercise, settlement, sale, Transfer, or other disposition of

Recoupable Compensation; (C) offset Recoupable Compensation from a Grantee's current and future compensation, but if the compensation is nonqualified deferred compensation under Code Section 409A or 457A the offset must be permitted by that section or required by Applicable Requirements regardless of its permissibility under Code Section 409A or 457A; (D) cancellation of any outstanding vested or unvested Awards; and (E) taking any other action permitted by Applicable Requirements.

(v) If the Company is required to prepare an accounting restatement of its financial statements due to the Company's material noncompliance with any financial reporting requirement under the securities laws, the Company shall recover any excess Incentive Compensation received by any Covered Executive during the three completed fiscal years immediately preceding the date on which the Company is required to prepare an accounting restatement. This obligation is intended to satisfy the requirements of Section 10D of the Exchange Act.

(A) Excess Incentive Compensation means the excess of the Incentive Compensation based on the erroneous data over the Incentive Compensation that would have been paid to the Covered Executive had the Incentive Compensation been based on the restated results. If the Board cannot determine the amount of excess Incentive Compensation from the information in the accounting restatement, the Board shall make its determination based on a reasonable estimate of the effect of the accounting restatement.

(B) Incentive Compensation is received when the financial reporting measure is attained regardless of whether the grant, vesting, exercise, or payment of the Award occurs at a later date.

(C) The date on which the Company is required to prepare an accounting restatement is the earlier of the date: (I) the Board concludes or reasonably should have concluded that the Company's previously issued financial statements contain a material error; and (II) a court or Government Body directs the Company to restate its previously issued financial statements to correct a material error.

(D) The Company's recovery obligation will not apply to Incentive Compensation received by any individual before beginning service as a Covered Executive or who did not serve as a Covered Executive during the three-year recovery period.

(E) The Company's recovery obligation will not apply if the Board determines that recovery would be impracticable under Section 10D of the Exchange Act and the listing standards of the national securities exchange on which the Company's securities are listed.

(F) For purposes of this section 5(f)(v), "**Covered Executives**" means the Company's current and former executive officers under Section 10D and Rule 16a-1(f) of the Exchange Act and the listing standards of the national securities exchange on which the Company's securities are listed.

(G) For purposes of this section 5(f)(v), "**Incentive Compensation**" means any Award that is granted or vests based wholly or in part on the attainment of a financial reporting measure, and the proceeds from the sale or other disposition of Shares acquired under such an Award. A financial reporting measure means: (I) any measure determined and presented in accordance with the accounting principles used in preparing financial statements; (II) any measure derived wholly or in part from the financial information in the financial statements; (III) Share price; (IV) earnings per Share; and (V) total shareholder return. In furtherance and not in limitation of this section 5(f)(v)(G), nonexclusive examples of financial reporting measures are EBIDTA, funds from operations, net income, operating cash flow, return on invested capital or assets, revenues, and working capital.

(g) **Protection of Grantees as to Trade Secrets.** In accordance with the Defend Trade Secrets Act of 2016, 18 U.S.C. §1833(b), a Grantee will have the following protections as to the trade secrets of the Company and any other member of the Broader Group:

(i) A Grantee will not be held criminally or civilly liable under any federal or state trade secret Law for disclosure of a trade secret that is made: (A) in confidence to a federal, state, or local government official, either directly or indirectly, or to an attorney, and solely for the purpose of reporting or investigating a suspected violation of Law; or (B) in a complaint or other document filed in a lawsuit or other proceeding when the filing is made under seal.

(ii) If a Grantee files a lawsuit for retaliation by the Company or any other member of the Broader Group for reporting a suspected violation of Law, the Grantee may disclose a trade secret to the Grantee's attorney and use the trade secret information in the court proceeding as long as the Grantee: (A) files any document containing the trade secret under seal; and (B) does not disclose the trade secret other than pursuant to court order.

(h) **Protection of Grantees for Reporting Possible Violations of Law and Engaging in Other Activities.** Notwithstanding any other provision of the Plan, an Award, or Award Agreement, a Grantee may engage in any of the following activities:

(i) A Grantee may: (A) report possible violations of Law to any Government Body, including without limitation Congress, Department of Justice, Securities and Exchange Commission and the Inspector General of any federal agency; (B) file any charge, complaint, or report with any Government Body, including without limitation the Equal Employment Opportunity Commission, National Labor Relations Board, Occupational Safety and Health Administration, and Securities and Exchange Commission; (C) communicate and cooperate with any Government Body or otherwise participate in any investigation or proceeding conducted by a Government Body; (D) make disclosures to any Government Body that are permitted by Law or are protected under the whistleblower provisions of any Law; and (E) receive an award for information provided to any Government Body. The Grantee does not have any obligation to notify or obtain the permission of the Company or any other member of the Broader Group to take any of the actions under clauses (A) to (E), or to notify the Company or any other member of the Broader Group that the Grantee has taken any of these actions.

(ii) If a Grantee engages in any activity permitted under section 5(h)(i), the Grantee shall not disclose: (A) any confidential information to Persons other than the applicable Government Bodies; and (B) any attorney-client privileged communications of the Company or any other member of the Broader Group.

(i) **Term.** The Award Agreement will set forth the term of each Award. The term of any Option, SAR, or RSU settled in Shares will not exceed ten years from the Grant Date. For an Employee who on the Grant Date owns stock with more than ten percent of the voting power of all classes of the stock of the Company, an Employer Corporation, ISO Parent, or ISO Subsidiary, the term of any Incentive Stock Option will not exceed five years from the Grant Date.

(j) Transferability.

(i) During the Grantee's lifetime only the Grantee may exercise Incentive Stock Options.

(ii) Except as provided in this section 5(j)(ii) or section 5(j)(v)-(vi), a Grantee shall not Transfer Incentive Stock Options. The Administrator in its exclusive discretion may permit a Grantee to Transfer Incentive Stock Options by domestic relations order in satisfaction of marital property rights, and upon Transfer the Incentive Stock Option will convert to a Nonqualified Stock Option.

(iii) Except as provided in this section 5(j)(iii) or section 5(j)(v)-(vi), a Grantee shall not Transfer Nonqualified Stock Options, SARs, Restricted Stock, and RSUs. The Administrator in its exclusive discretion may permit a Grantee to Transfer any of these Awards without consideration by: (A) lifetime gift to members of the Grantee's Immediate Family; or (B) domestic relations order in satisfaction of marital property rights (each recipient, a "**Permitted Transferee**"). The Administrator in its exclusive discretion may permit a Permitted Transferee to Transfer an Award without consideration to another Permitted Transferee of the Grantee. A Permitted Transferee may Transfer an Award by last will and testament or the Laws of descent and distribution to another Permitted Transferee of the Grantee.

(iv) In furtherance of section 5(j)(iii) and not in limitation thereof, the following Transfers are Transfers without consideration: (A) a Transfer to a Person in which more than fifty percent of the total voting power of such Person's equity securities is owned by members of the Grantee's Immediate Family, whether separately or together with the Grantee, in exchange for an interest in that Person; and (B) a Transfer by domestic relations order in satisfaction of marital property rights.

(v) A Grantee may designate one or more beneficiaries to whom the Grantee's Awards will be Transferred on the Grantee's death, or by whom any right will be exercised after the Grantee's death. A Grantee may designate beneficiaries contingently. Each designation of beneficiary or beneficiaries must be in a written form prescribed by the Administrator, and will be effective when the Administrator receives the completed form. Each designation of beneficiary or beneficiaries will revoke any prior designation or default designation.

(vi) In the absence of an effective designation of beneficiary under section 5(j)(v), the Grantee's beneficiary will be the Grantee's designated beneficiary under the group life insurance plan of the Company or a Broader Related Entity. If there is no designated beneficiary under the group life insurance plan, or if there is no group life insurance plan, the beneficiary will be the Grantee's estate.

(vii) If a beneficiary under section 5(j)(v) or (vi) does not survive the Grantee, or the beneficiary is legally disqualified from receiving the benefits, the Administrator shall determine the Grantee's beneficiary as if the deceased or disqualified beneficiary had not been designated.

(viii) At a reasonable time before initiation of a Transfer, the Transferor shall provide the Administrator with written notice of the Transferor's intent to Transfer the Award. The notice must include a statement in sufficient detail that enables the Administrator to determine whether the Transfer is permissible and whether to permit the Transfer.

(ix) Upon initiation of a Transfer, the Transferee must agree in writing to be bound by the Plan and the Award Agreement governing the Award. In addition, the Administrator in its exclusive discretion may require that the Transferor and Transferee provide other written documents and opinions of counsel that the Administrator determines are necessary or appropriate for the Transfer.

(x) Any attempt to Transfer an Award in violation of this section 5(j) will be void and unenforceable. The Company, any other member of the Broader Group, Administrator, and Board shall not recognize, record, or otherwise give effect to the Transfer.

(xi) Except as provided in section 3(h), a Grantee's rights under an Award, Award Agreement, and the Plan will not be subject to the claims of the creditors of the Grantee, any Transferee, beneficiary, or other Person, or attachment, execution, garnishment, levy, lien, or other legal or equitable proceeding or remedy by the creditors of the Grantee, any Transferee, beneficiary, or other Person.

(k) **Section 83(b) Election.** A Grantee cannot make an election under Code Section 83(b) or any similar state, local, or foreign Law unless permitted by an Award Agreement or other written determination of the Administrator. If a Grantee makes a permitted election, the Grantee shall notify the Administrator of the election within ten days after the Grantee files notice of the election with the Internal Revenue Service or other Government Body. This notice obligation is in addition to, and not in lieu of, any filing and notice required under Code Section 83(b) or any similar state, local, or foreign Law.

(l) Stock Certificates for Restricted Stock.

(i) Upon an Award of Restricted Stock, the Company shall issue stock certificates for the Shares in the Grantee's name (the "**Stock Certificates**"), or register the Shares by book-entry in the Grantee's name. The Company shall affix any legends that the Administrator or Board in its exclusive discretion determines are necessary to reflect the restrictions under the Award or Award Agreement and Applicable Requirements, Transfer restrictions, clawback and forfeiture rights and obligations, repurchase rights and obligations, and vesting conditions. The Administrator or Board in its exclusive discretion may direct

the transfer agent to place stop-transfer orders against legended Stock Certificates or book-entries.

(ii) On the Grantee's receipt of the Stock Certificates or the book-entry registration, the Grantee shall immediately deliver to the Company's Secretary or the Secretary's designee: (A) the Stock Certificates; (B) an assignment endorsed in blank separate from the Stock Certificates or book-entries; and (C) a signed escrow agreement satisfactory to the Administrator in its exclusive discretion. The Secretary or the Secretary's designee shall hold the Stock Certificates and assignment until the Grantee vests in the Restricted Stock.

(iii) If Restricted Stock is forfeited or repurchased, the Company's Secretary or the Secretary's designee shall return the Stock Certificates to the Company for cancellation.

(iv) Once Restricted Stock vests, the Company shall issue new Stock Certificates for the vested Shares, or register the vested Shares by book-entry. The Company's Secretary or the Secretary's designee shall return the Stock Certificates to the Company for the previously unvested Shares.

(v) The Company shall affix to the new Stock Certificates or book-entries for the vested Shares any legends that the Administrator or Board in its exclusive discretion determines are necessary to reflect the restrictions on the Shares under Applicable Requirements, Transfer restrictions, clawback and forfeiture rights and obligations, and repurchase rights and obligations. The Administrator or Board in its exclusive discretion may direct the transfer agent to place stop-transfer orders against legended Stock Certificates or book-entries.

(m) **Dividends on Restricted Stock.** The Administrator or Board in its exclusive discretion may provide in any Award or Award Agreement for Restricted Stock for one or more of the following: (A) dividends will be paid currently; (B) dividends will be withheld and credited to an account maintained on the Company's books and records, accumulated, and paid on vesting of the Restricted Stock or at specified dates; (C) cash dividends so withheld will be credited with interest; (D) cash dividends will be reinvested in additional Shares; and (E) dividends and the additional Shares acquired from the reinvestment of cash dividends will be subject to service-based vesting, performance-based vesting, or a combination thereof, which vesting conditions may be the same as or different from the vesting conditions for the Restricted Stock.

(n) **Provisions of RSUs.**

(i) Upon vesting in an RSU: (A) if the Grantee is entitled to cash, the Company shall distribute the cash within thirty days after the vesting date; and (B) if the Grantee is entitled to Shares, the Company shall distribute Stock Certificates for the Shares or register the Shares by book-entry within thirty days after the vesting date. In addition, the Company shall distribute any vested and accumulated Dividend Equivalent Rights and any interest thereon within thirty days after the vesting date. The Company shall not issue fractional Shares, and shall pay cash in lieu of fractional Shares in an amount equal to the Fair Market Value of the fractional Shares on the date of distribution.

(ii) The Administrator or Board shall determine the provisions of an Award of RSUs, administer, construe, and interpret the provisions of RSUs, and exercise its authority and discretion to satisfy the short-term deferral exemption from Code Section 409A under Treasury Regulation Section 1.409A-1(b)(4) and (d).

(iii) A Grantee will not have any voting rights or other rights as a shareholder in RSUs.

(iv) The Administrator or Board in its exclusive discretion may provide for Dividend Equivalent Rights in any Award or Award Agreement for RSUs, and determine the provisions of the Dividend Equivalent Rights. The Dividend Equivalent Rights may be: (A) credited to an account maintained on the Company's books and records, accumulated, and paid at the same time as distributions of cash or Shares are made from the RSUs; (B) credited with interest on the amount of cash dividend equivalents and paid at the same time as distributions of cash or Shares are made from the RSUs; and (C) subject to service-based vesting conditions, performance-based vesting conditions, or a combination thereof, to the same extent as the

underlying RSU. The Dividend Equivalent Rights must not be granted in tandem with, linked to, contingent upon, or otherwise payable on the exercise of any Option or SAR. For purposes of this section 5(n), “**Dividend Equivalent Rights**” means the right to receive the equivalent value in cash or Shares of ordinary and extraordinary dividends and other distributions declared and paid on an equal number of outstanding Shares.

(v) The Company shall affix to Stock Certificates and book-entries any legends that the Administrator or Board in its exclusive discretion determines are necessary to reflect any restrictions on the Shares under Applicable Requirements, Transfer restrictions, clawback and forfeiture rights and obligations, and repurchase rights and obligations. The Administrator or Board in its exclusive discretion may direct the transfer agent to place stop-transfer orders against legended Stock Certificates or book-entries.

6. Exercise or Purchase Price.

The provisions of this section 6 govern the determination of an Award's exercise or purchase price.

(a) For an Incentive Stock Option:

(i) granted to an Employee who on the Grant Date owns stock with more than ten percent of the voting power of all classes of stock of the Company, an Employer Corporation, ISO Parent, or ISO Subsidiary, the per Share exercise price will not be less than 110% of the Fair Market Value per Share on the Grant Date; and

(ii) granted to an Employee other than an Employee described in section 6(a)(i), the per Share exercise price will not be less than 100% of the Fair Market Value per Share on the Grant Date.

(iii) Notwithstanding section 6(a)(i)-(ii), for a Substitute Award that satisfies Code Section 424(a), the per Share exercise price of an Incentive Stock Option may be less than the Fair Market Value per Share on the Grant Date.

(b) For a Nonqualified Stock Option, the per Share exercise price will not be less than 100% of the Fair Market Value per Share on the Grant Date. Notwithstanding the foregoing provision, for a Substitute Award that satisfies Code Sections 409A and 424(a), the per Share exercise price of a Nonqualified Stock Option may be less than the Fair Market Value per Share on the Grant Date.

(c) For an SAR, the per Share exercise price will not be less than 100% of the Fair Market Value per Share on the Grant Date. Notwithstanding the foregoing sentence, for a Substitute Award that satisfies Code Sections 409A and 424(a), the per Share exercise price of an SAR may be less than the Fair Market Value per Share on the Grant Date.

(d) For Restricted Stock, the Administrator shall set forth any per Share purchase price in the Award Agreement.

7. Exercise of Awards; Method of Payment of Exercise or Purchase Price; Tax Withholding; Rights on Separation From Service.

(a) **Procedure for Exercise of Options and SARs; Vesting of Restricted Stock.**

(i) Upon vesting in an Option, a Grantee may exercise the Option by providing written notice of exercise to the Administrator and paying the exercise price. The Company shall issue Stock Certificates for the Shares or register the Shares by book-entry within thirty days after exercise. The Company shall issue separate Stock Certificates or make separate book-entries for the Shares acquired on the exercise of Incentive Stock Options, and for the Shares acquired on the exercise of Nonqualified Stock Options. Prior to an Option's exercise, the Grantee will not have any right to vote, any right to ordinary and extraordinary dividends and other distributions, or any other rights as a shareholder.

(ii) Upon vesting in an SAR, a Grantee may exercise the SAR by providing written notice of exercise to the Administrator. If

the Grantee is entitled to cash, the Company shall pay the cash within thirty days after exercise. If the Grantee is entitled to Shares, the Company shall issue Stock Certificates for the Shares or register the Shares by book-entry within thirty days after exercise. Prior to an SAR's exercise, the Grantee will not have any right to vote, any right to ordinary and extraordinary dividends and other distributions, or any other rights as a shareholder.

(iii) [Alternative 1: Upon vesting in Restricted Stock, the Grantee shall pay any unpaid purchase price, and the procedures under section 5(l)(iv)-(v) for the issuance of Stock Certificates or registration of Shares by book-entry will apply. Prior to the vesting of the Restricted Stock, the Grantee will have the right to vote, but will not have any right to ordinary and extraordinary dividends and other distributions, or any other rights as a shareholder.] [Alternative 2: Upon vesting in Restricted Stock, the Grantee shall pay any unpaid purchase price, and the procedures under section 5(l)(iv)-(v) for the issuance of Stock Certificates or registration of Shares by book-entry will apply. Prior to the vesting of the Restricted Stock, the Grantee will have the right to vote, the right to ordinary and extraordinary dividends and other distributions, and all other rights as a shareholder.] [Alternative 3: Upon vesting in Restricted Stock, the Grantee shall pay any unpaid purchase price, and the procedures under section 5(l)(iv)-(v) for the issuance of Stock Certificates or registration of Shares by book-entry will apply. Prior to the vesting of the Restricted Stock, the Grantee will have the right to vote the Restricted Stock. With respect to any ordinary and extraordinary dividends and other distributions declared and paid on Restricted Stock prior to vesting, the provisions of section 5(m) will apply.]

(iv) The Company shall not issue fractional Shares, and shall pay cash in lieu of fractional Shares in an amount equal to the Fair Market Value of the fractional Shares on the date of payment.

(v) The Company shall affix to Stock Certificates and book-entries any legends that the Administrator or Board in its exclusive discretion determines are necessary to reflect any restrictions on the Shares under Applicable Requirements, Transfer restrictions, clawback and forfeiture rights and obligations, and repurchase rights and obligations. The Administrator or Board in its exclusive discretion may direct the transfer agent to place stop-transfer orders against legended Stock Certificates or book-entries.

(b) **Payment of Exercise or Purchase Price.** The Administrator shall accept a wire transfer, bank cashier's check, or certified check in payment for the Shares to be issued on an Option's exercise, and on the grant or vesting of Restricted Stock. In addition, the Administrator in its exclusive discretion may accept one or more of the following methods of payment:

(i) [Alternative 1: if the Shares are registered under Section 12 of the Exchange Act, the Grantee's tender of previously acquired Shares duly endorsed for Transfer to the Company, or the Company's withholding of Shares to be issued. The Grantee may tender Shares by an actual tender, or by attestation to ownership of previously acquired Shares that the Grantee identifies for tender. The Shares must have a Fair Market Value on the date of tender or withholding equal to the aggregate exercise price of the Shares for which the Option is exercised, or the aggregate purchase price of the Restricted Stock purchased. If the Grantee tenders previously acquired Shares, the Grantee must have held the Shares for the length of time necessary to satisfy Applicable Requirements. The Administrator in its exclusive discretion may also require the Grantee to have held the Shares for the length of time necessary to satisfy the requirements of financial accounting standards to avoid a charge to earnings, variable accounting, or other adverse accounting treatment. The Shares tendered or withheld must be freely transferable, and free from any claim or encumbrance, or any clawback, forfeiture, repurchase, unfulfilled vesting, or similar provisions. The withholding of Shares method is permissible for Insiders only if the Board or Director and Officer Committee requires in the Award Agreement that the Insider use this method for all Shares subject to the Award. The Board or Director and Officer Committee in its exclusive discretion may permit exceptions to this requirement only in advance of the issuance of Shares;] [Alternative 2: the Grantee's tender of previously acquired Shares duly endorsed for Transfer to the Company, or the Company's withholding of Shares to be issued. The Grantee may tender Shares by an actual tender, or by attestation to ownership of previously acquired Shares that the Grantee identifies for tender. The Shares must have a Fair Market Value on the date of tender or withholding equal to the aggregate exercise price of the Shares for which the Option is exercised, or the aggregate purchase price of the Restricted Stock purchased. If the Grantee tenders previously acquired

Shares, the Grantee must have held the Shares for the length of time necessary to satisfy Applicable Requirements. The Administrator in its exclusive discretion may also require the Grantee to have held the Shares for the length of time necessary to satisfy the requirements of financial accounting standards to avoid a charge to earnings, variable accounting, or other adverse accounting treatment. The Shares tendered or withheld must be freely transferable, and free from any claim or encumbrance, or any clawback, forfeiture, repurchase, unfulfilled vesting, or similar provisions. If the Shares are registered under Section 12 of the Exchange Act, the withholding of Shares method is permissible for Insiders only if the Board or Director and Officer Committee requires in the Award Agreement that the Insider use this method for all Shares subject to the Award. The Board or Director and Officer Committee in its exclusive discretion may permit exceptions to this requirement only in advance of the issuance of Shares;]

(ii) if the Shares are registered under Section 12 of the Exchange Act, payment of the exercise price of an Option through a broker-dealer sale and remittance procedure by which the Grantee: (A) delivers irrevocable written instructions to a Company-designated brokerage firm to sell a sufficient number of the purchased Shares and remit to the Administrator from the sale proceeds available on the settlement date sufficient funds to pay the aggregate exercise price for the purchased Shares and any Tax withholding under section 7(c). The Shares may be sold as part of a block trade with other Grantees in which all Grantees receive an average price. Simultaneously with the delivery of instructions to the brokerage firm, the Grantee shall deliver a copy of the instructions to the Administrator; (B) delivers irrevocable written instructions to the Administrator to deliver the Stock Certificates or other evidence of ownership for the purchased Shares to the brokerage firm; and (C) bears the brokerage and other costs of this procedure (a “**Cashless Exercise**”). The Company and its designated brokerage firm will not have any obligation to sell Shares at any particular price. If the proceeds of sale are insufficient to satisfy the Grantee's obligation to pay the exercise price and Tax withholding, the Company in its exclusive discretion may require the Grantee immediately upon demand to pay an amount in cash sufficient to satisfy the remaining portion of the Grantee's payment obligation; or

(iii) any combination of wire transfer, bank cashier's check, certified check, and the methods under section 7(b)(i)-(ii).

(iv) Notwithstanding section 7(b)(i)-(iii), if any class of equity security of the Company is registered under Section 12 of the Exchange Act and the Administrator or Board in its exclusive discretion determines that an Insider's method of payment may involve an extension of credit prohibited by Section 402(a) of the Sarbanes-Oxley Act of 2002, the Administrator shall not allow the Insider to use that method.

(c) **Tax Withholding.** The following provisions govern the Company's Tax withholding obligations on the exercise of an Option or SAR, the grant or vesting of Restricted Stock, a Grantee's Code Section 83(b) election, the distribution of Shares or cash on vesting of an RSU, and the sale or other disposition of Shares issued under an Award:

(i) The Company in its exclusive discretion may deduct from any cash payment made to a Grantee under the Plan an amount that satisfies all or a portion of the Company's Tax withholding obligations.

(ii) The Company in its exclusive discretion may require a Grantee to satisfy all or a portion of the Company's Tax withholding obligations through payroll withholding, withholding from other cash compensation, the Grantee's payment of cash to the Company, or any combination thereof.

(iii) [Alternative 1: The Company in its exclusive discretion may accept a Grantee's tender of previously acquired Shares duly endorsed for Transfer to the Company with a Fair Market Value equal to all or a portion of the Company's statutory minimum Tax withholding obligations.] [Alternative 2: The Company in its exclusive discretion may accept a Grantee's tender of previously acquired Shares duly endorsed for Transfer to the Company with a Fair Market Value equal to all or a portion of the Company's statutory minimum Tax withholding obligations, or if greater, a Grantee's election for Tax withholding up to an amount determined under the maximum individual statutory Tax rates in the jurisdictions in which the Grantee is subject to Tax.] [Alternative 3: The Company in its exclusive discretion may accept a Grantee's tender of previously acquired Shares

duly endorsed for Transfer to the Company with a Fair Market Value equal to all or a portion of the Company's statutory minimum Tax withholding obligations, or if greater, a Grantee's election for Tax withholding up to his or her maximum Tax obligation.] The Grantee may tender Shares by an actual tender, or by attestation to ownership of previously acquired Shares that the Grantee identifies for tender. The Grantee must also have held the Shares for the length of time necessary to satisfy Applicable Requirements. The Administrator in its exclusive discretion may also require the Grantee to have held the Shares for the length of time necessary to satisfy the requirements of financial accounting standards to avoid a charge to earnings, variable accounting, or other adverse accounting treatment. The Shares tendered must be freely transferable, and free from any claim or encumbrance, or any clawback, forfeiture, repurchase, unfulfilled vesting, or similar provisions.

(iv) [Alternative 1: The Company in its exclusive discretion may withhold from the Shares to be issued to a Grantee a number of whole Shares with a Fair Market Value that satisfies all or a portion of the Company's statutory minimum Tax withholding obligations.] [Alternative 2: The Company in its exclusive discretion may withhold from the Shares to be issued to a Grantee a number of whole Shares with a Fair Market Value that satisfies all or a portion of the Company's statutory minimum Tax withholding obligations, or if greater, a Grantee's election for Tax withholding up to an amount determined under the maximum individual statutory Tax rates in the jurisdictions in which the Grantee is subject to Tax. If the Shares are registered under Section 12 of the Exchange Act, the withholding of Shares method is permissible for Insiders only if the Board or Director and Officer Committee requires in the Award Agreement that the Insider use this method for all Shares subject to the Award. The Award Agreement must specify whether the withholding amount will be the Company's statutory minimum Tax withholding obligations, or the amount determined under the maximum individual statutory Tax rates in the jurisdictions in which the Grantee is subject to Tax. The Board or Director and Officer Committee in its exclusive discretion may permit exceptions to these requirements only in advance of the issuance of Shares.] [Alternative 3: The Company in its exclusive discretion may withhold from the Shares to be issued to a Grantee a number of whole Shares with a Fair Market Value that satisfies all or a portion of the Company's statutory minimum Tax withholding obligations, or if greater, a Grantee's election for Tax withholding up to his or her maximum Tax obligations. If the Shares are registered under Section 12 of the Exchange Act, the withholding of Shares method is permissible for Insiders only if the Board or Director and Officer Committee requires in the Award Agreement that the Insider use this method for all Shares subject to the Award. The Award Agreement must specify whether the withholding amount will be the Company's statutory minimum Tax withholding obligations, or the amount of the Insider's maximum Tax obligations. The Board or Director and Officer Committee in its exclusive discretion may permit exceptions to these requirements only in advance of the issuance of Shares.] The Shares withheld must be freely transferable, and free from any claim or encumbrance, or any clawback, forfeiture, repurchase, unfulfilled vesting, or similar provisions. If the Company permits a Cashless Exercise under section 7(b)(ii), the provisions of section 7(b)(ii) for the Cashless Exercise will apply to this section 7(c)(iv).

(v) [Alternative 1: The Company shall satisfy its Tax withholding obligations through one or more of the methods under section 7(c)(i)-(iv) as determined in the Company's exclusive discretion.] [Alternative 2: Except as provided in section 7(c)(iv), the Company shall satisfy its Tax withholding obligations through one or more of the methods under section 7(c)(i)-(iv) as determined in the Company's exclusive discretion.] [Use Alternative 2 with Alternatives 2 and 3 of section 7(c)(iv).]

(vi) Notwithstanding section 7(c)(i)-(v), if any class of equity security of the Company is registered under Section 12 of the Exchange Act, and the Administrator or Board in its exclusive discretion determines that a method for an Insider to satisfy the Company's Tax withholding obligations may involve an extension of credit prohibited by Section 402(a) of the Sarbanes-Oxley Act of 2002, the Administrator shall not allow the Insider to use that method.

(vii) The Company shall not issue Shares or pay cash to any Grantee until the Company's Tax withholding obligations for that Grantee have been satisfied. Each Grantee must make arrangements satisfactory to the Administrator in its exclusive discretion for payment of the Company's Tax withholding obligations by the date of the event that triggers the Tax withholding obligation.

(viii) This section 7(c) also applies to the Tax withholding obligations of all other members of the Broader Group.

(d) **Payments on Separation From Service.**

(i) [Alternative 1: Upon a Grantee's Involuntary Separation From Service for Cause, all the Grantee's unexercised Options and SARs, whether vested or unvested, will terminate, and all the Grantee's unvested Restricted Stock and RSUs will be forfeited.] [Alternative 2: Upon a Grantee's Involuntary Separation From Service for Cause, all the Grantee's unvested Options and SARs will terminate, and all the Grantee's unvested Restricted Stock and RSUs will be forfeited. A Grantee may exercise vested Options and SARs for three months after the date of Separation From Service.]

(ii) [Alternative 1: Except as provided in an Award or Award Agreement, upon a Grantee's Separation From Service for Good Reason or Involuntary Separation From Service Without Cause, the Grantee will fully vest in all Awards, and may exercise the vested Options and SARs for one year after the date of Separation From Service.] [Alternative 2: Except as provided in an Award or Award Agreement, upon a Grantee's Separation From Service for Good Reason or Involuntary Separation From Service Without Cause, the Grantee will vest in all Awards to the extent that the Grantee would have vested in the Awards had the Grantee's service continued for six months after the date of Separation From Service. The Grantee may exercise the vested Options and SARs for one year after the date of Separation From Service.] [Alternative 3: Except as provided in an Award or Award Agreement, upon a Grantee's Separation From Service for Good Reason or Involuntary Separation From Service Without Cause within [Alternative A: one year] [Alternative B: eighteen months] [Alternative C: two years] after consummation of a Change-in-Control, the Grantee will fully vest in all Awards, and may exercise the vested Options and SARs for three years after the date of Separation From Service.] [Alternative 4: Except as provided in an Award or Award Agreement, upon a Grantee's Separation From Service for Good Reason or Involuntary Separation From Service Without Cause (a "**GRWC Separation**"), the Grantee will fully vest in all Awards. On a GRWC Separation within [Alternative A: one year] [Alternative B: eighteen months] [Alternative C: two years] after consummation of a Change-in-Control, the Grantee may exercise the vested Options and SARs for three years after the date of Separation From Service. On all other GRWC Separations, the Grantee may exercise vested Options and SARs for one year after the date of Separation From Service.] [Alternative 5: Except as provided in an Award or Award Agreement, upon a Grantee's Separation From Service for Good Reason or Involuntary Separation From Service Without Cause, for all Awards that have not fully vested, the Grantee will be deemed to satisfy any service-based vesting conditions. For vesting that uses attainment of performance goals, the performance goals will be deemed to be attained at 100% of target levels. The Grantee may exercise the vested Options and SARs for one year after the date of Separation From Service.] [Alternative 6: Except as provided in an Award or Award Agreement, upon a Grantee's Separation From Service for Good Reason or Involuntary Separation From Service Without Cause, for all Awards that have not fully vested, the Grantee will be deemed to satisfy any service-based vesting conditions. For vesting that uses attainment of performance goals: (A) the performance goals previously established for the one year after the date of Separation From Service will continue in effect; and (B) attainment of the performance goals will be determined as of the end of the one year period. The Grantee may exercise the vested Options and SARs for two years after the date of Separation From Service.] [Alternative 7: Except as provided in an Award or Award Agreement, upon a Grantee's Separation From Service for Good Reason or Involuntary Separation From Service Without Cause, for all Awards that have not fully vested, the Grantee will be deemed to satisfy the portion of any service-based vesting conditions based on a fraction, the numerator of which is equal to the number of the days of service completed by the Grantee, and the denominator of which is equal to the total number of days in the service period. For vesting that uses attainment of performance goals, attainment of the performance goals will be determined as of the date of Separation From Service. If the Administrator or Board cannot then determine whether the performance goals have been attained with reasonable accuracy, the Administrator or Board shall assume that the performance goals were attained at 100% of target levels. The Grantee may exercise the vested Options and SARs for one year after the date of Separation From Service.]

(iii) Except as provided in an Award or Award Agreement, upon a Grantee's Separation From Service due to Disability, the Grantee will fully vest in all Awards. The Grantee, or in the case of a Nonqualified Stock Option or SAR, the Grantee's guardian or legal representative, may exercise vested Options and SARs for one year after the date of Separation From Service.

- (iv) Except as provided in an Award or Award Agreement, upon a Grantee's Separation From Service on death, the Grantee will fully vest in all Awards. The Grantee's beneficiary or beneficiaries may exercise vested Options and SARs for one year after the date of Separation From Service.
- (v) Except as provided in an Award, Award Agreement or section 7(d)(i)-(iv), a Grantee may exercise vested Options and SARs for three months after the date of Separation From Service.
- (vi) Except as provided in an Award, Award Agreement, or section 7(d)(i)-(v): (A) all unvested Awards will terminate on the date of a Grantee's Separation From Service; and (B) acceleration of vesting of any Award under section 8 will not occur on a Change-in-Control or Section 424 Corporate Transaction consummated after the date of a Grantee's Separation From Service.
- (vii) Section 7(d)(i)-(v) is subject to sections 5(d) and 9(c).
- (viii) When the Plan, an Award or Award Agreement, or an amendment to an Award or Award Agreement permits a Grantee to exercise an Option or SAR for a specified period after the date of the Grantee's Separation From Service, the Option or SAR will terminate on the earlier of the last day of: (A) the specified period as extended under section 9(c); and (B) the Option's or SAR's original term.
- (ix) To the extent that Incentive Stock Options are not exercised within the time prescribed by the Code after the Grantee's termination of employment from the Company and an Employer Corporation, the Incentive Stock Options will convert to Nonqualified Stock Options. The Grantee may exercise the Nonqualified Stock Options thereafter as provided in the Plan and an Award or Award Agreement. For purposes of an Incentive Stock Option, a Grantee's employment continues while the Grantee is on military leave, sick leave, or other bona fide leave of absence if the period of leave does not exceed three months, or if longer as long as the Grantee's right to reemployment is provided by statute or contract. If the period of leave exceeds three months, and the Grantee's right to reemployment is not provided by statute or contract, termination of employment will occur on the first day after the three month period.

(e) Awards of Nonexempt Employees.

- (i) [Alternative 1: A nonexempt Employee under the Fair Labor Standards Act of 1938, as amended (the “**FLSA**”) may not vest in and exercise any Option or SAR, and may not vest in any Restricted Stock or RSU, until at least six months after the Grant Date.] [Alternative 2: A nonexempt Employee under the Fair Labor Standards Act of 1938, as amended (the “**FLSA**”) may vest in but not exercise any Option or SAR, and may not vest in any Restricted Stock or RSU, until at least six months after the Grant Date.]
- (ii) Notwithstanding section 7(e)(i), a nonexempt Employee may vest in and exercise an Option or SAR, or vest in Restricted Stock or an RSU, before six months after the Grant Date upon: (A) the nonexempt Employee's death or Disability; (B) a Change-in-Control; (C) a Section 424 Corporate Transaction in which the Option or SAR is not continued, assumed, or substituted; or (D) the nonexempt Employee's Retirement. For purposes of this section 7(e)(ii), “**Retirement**” means retirement determined as follows. First, Retirement means retirement as defined in an Award or Award Agreement. Second, except as defined in an Award or Award Agreement, Retirement means retirement as defined in a written agreement between the nonexempt Employee and the Company or a Broader Related Entity. Third, in the absence of a definition in an effective written agreement, and except as defined in an Award or Award Agreement, Retirement means retirement as defined in a written employment policy of the Company or a Broader Related Entity that applies to the nonexempt Employee.
- (iii) This section 7(e) is intended to exclude the income realized or recognized on the vesting, exercise, or distribution from any Award from the nonexempt Employee's regular rate of pay under the FLSA and Worker Economic Opportunity Act.

8. Treatment of Awards on Change-in-Control and Section 424 Corporate Transactions.

(a) **Vesting on Change-in-Control of Company** . [Alternative 1: On a Change-in-Control of the Company, the Administrator or Board in its exclusive discretion may provide for one or more Grantees who provide services primarily to the Company or a Subsidiary on the date of consummation of the Change-in-Control to: (i) become fully or partially vested in unvested Options, SARs, and Restricted Stock; (ii) be released from all or a portion of repurchase rights and obligations. Transfer restrictions (other than for Incentive Stock Options), and forfeiture conditions on these Awards; or (iii) any combination of the actions under clauses (i) and (ii).] [Alternative 2: On a Change-in-Control of the Company, the Administrator or Board in its exclusive discretion may provide for one or more Grantees who provide services primarily to the Company or a Subsidiary on the date of consummation of the Change-in-Control [Alternative A: to become fully or partially vested in unvested Options, SARs, and Restricted Stock.] [Alternative B: to become vested in unvested Options, SARs and Restricted Stock as follows. The Grantee will be deemed to satisfy the portion of any service-based vesting conditions based on a fraction, the numerator of which is equal to the number of the days of service completed by the Grantee on the date of consummation of the Change-in-Control, and the denominator of which is equal to the total number of days in the service period. For vesting that uses attainment of performance goals, attainment of the performance goals will be determined as of the date of consummation of the Change-in-Control. If the Administrator or Board cannot then determine whether the performance goals have been attained with reasonable accuracy, the Administrator or Board shall assume that the performance goals were attained at 100% of target levels.]] [Alternative 3: On a Change-in-Control of the Company, the Administrator or Board in its exclusive discretion may provide for one or more Grantees who provide services primarily to the Company or a Subsidiary on the date of consummation of the Change-in-Control to become vested in unvested Options, SARs, and Restricted Stock as follows. The Grantee will be deemed to satisfy any service-based vesting conditions. For vesting that uses attainment of performance goals, the performance goals will be deemed to be attained at 100% of target levels.] [Alternative 4: On a Change-in-Control of the Company, the Administrator or Board in its exclusive discretion may provide for one or more Grantees who provide services primarily to the Company or a Subsidiary on the date of consummation of the Change-in-Control to become fully vested in unvested Options, SARs, and Restricted Stock on a Separation From Service for Good Reason or an Involuntary Separation From Service Without Cause within [Alternative A: one year] [Alternative B: eighteen months] [Alternative C: two years] after consummation of the Change-in-Control. The Grantee may exercise the vested Options and SARs for three years after the date of Separation From Service.] [Alternative 5: On a Change-in-Control of the Company, all Grantees who provide services primarily to the Company or a Subsidiary on the date of consummation of the Change-in-Control and whose Awards of Options, SARs, and Restricted Stock relate to Shares that are readily tradeable on a Securities Market will be treated as follows. Any continuation, conversion, assumption, or substitution of these Awards must be undertaken by the Company, or an acquiror or successor to the Company or that Person's parent or subsidiary. If these Awards are not continued, converted, assumed, or substituted for comparable awards that relate to equity securities that are readily tradeable on a Securities Market, these Awards will become fully vested, exercisable, and payable, and released from all repurchase rights and obligations, Transfer restrictions (other than for Incentive Stock Options), and forfeiture conditions. A comparable award means an amount of cash, securities, or other property with a total fair market value equal to the amount that would have been received on settlement of the Award in the Change-in-Control regardless of whether the cash, securities, or other property payable for the newly vested portion of the Award would have remained subject to similar vesting conditions after the Change-in-Control. Upon consummation of the Change-in-Control, the Administrator shall cancel all vested Awards, whether they vested as part of or before the Change-in-Control, that are not so continued, converted, assumed, or substituted (the cancelled Awards, the **"Cash-Out Stock Rights"**). In exchange for the cancellation, the Company shall pay each holder of Cash-Out Stock Rights cash, securities, or other property, or any combination thereof, in an amount equal to the excess, if any, of the Change-in-Control Price over the exercise price or the purchase price of the Cash-Out Stock Rights (the **"Cash-Out Amount"**). The Company shall pay the Cash-Out Amount within thirty days after consummation of the Change-in-Control. For purposes of this section 8(a), **"Change-in-Control Price"** means the price per Share paid in the Change-in-Control in cash, securities, and other property. The Administrator or Board in its reasonable discretion shall determine the fair market value of the securities and other property used to pay the Change-in-Control Price and the portion of the Change-in-Control Price payable in securities and other property. If the Change-in-Control Price does not exceed the exercise price or purchase price of the Cash-Out Stock Rights, on consummation of the Change-in-Control

the Company shall cancel the Cash- Out Stock Rights without the payment of further consideration.] [Alternative 6: On a Change-in-Control of the Company, all Grantees who provide services primarily to the Company or a Subsidiary on the date of consummation of the Change-in-Control and whose Awards of Options, SARs, and Restricted Stock relate to Shares that are readily tradeable on a Securities Market will be treated as follows. Any continuation, conversion, assumption, or substitution of these Awards must be undertaken by the Company, or an acquiror or successor to the Company or that Person's parent or subsidiary. If these Awards are not continued, converted, assumed, or substituted for comparable awards that relate to equity securities that are readily tradeable on a Securities Market, these Awards will become fully vested, exercisable, and payable, and released from all repurchase rights and obligations, Transfer restrictions (other than for Incentive Stock Options), and forfeiture conditions. A comparable award means an amount of cash, securities, or other property with a total fair market value equal to the amount that would have been obtained on the settlement of the Award in the Change-in-Control regardless of whether the cash, securities, or other property payable for the newly vested portion of the Award would have remained subject to similar vesting conditions after the Change-in-Control. Upon consummation of the Change-in-Control, the Administrator shall cancel all vested Awards, whether they vested as part of or before the Change-in-Control, that are not so continued, converted, assumed, or substituted (the cancelled Awards, the **"Cash-Out Stock Rights"**). In exchange for the cancellation, the Company shall pay each holder of Cash-Out Stock Rights cash, securities, and other property, or any combination thereof, in an amount equal to the excess, if any, of the Change-in-Control Price over the exercise price or purchase price of the Cash-Out Stock Rights (the **"Cash-Out Amount"**). For a Change-in-Control that is not a change in the ownership of the Company under Treasury Regulation Section 1.409A-3(i)(5)(v), or a change in the ownership of a substantial portion of the Company's assets under Treasury Regulation Section 1.409A-3(i)(5)(vii), the Company shall pay the Cash-Out Amount within thirty days after consummation of the Change-in-Control. For a Change-in-Control that is a change in the ownership of the Company under Treasury Regulation Section 1.409A-3(i)(5)(v), or a change in the ownership of a substantial portion of the Company's assets under Treasury Regulation Section 1.409A-3(i)(5)(vii), the Administrator or Board in its exclusive discretion shall determine whether the Company shall pay: (i) the entire Cash-Out Amount within thirty days after consummation of the Change-in-Control; or (ii) a portion or none of the Cash-Out Amount within thirty days after consummation of the Change-in-Control, and the balance thereof on the same schedule and under the same terms and conditions that apply to the payments to holders of Shares generally but not later than five years after consummation of the Change-in-Control. In furtherance of this section 8(a) and not in limitation thereof, and as determined by the Administrator or Board in its exclusive discretion, the terms and conditions may include: (i) the Grantee's pro-rata share of any post-closing advancement and indemnification obligations; (ii) escrow and holdback terms, offset rights, and purchase price adjustments; and (iii) delivery of the documents necessary or appropriate to Transfer or cancel the Grantee's Award and Shares. For purposes of this section 8(a), **"Change-in-Control Price"** means the price per Share paid in the Change-in-Control in cash, securities, and other property. The Administrator or Board in its reasonable discretion shall determine the fair market value of the securities and other property used to pay the Change-in-Control Price and the portion of the Change-in-Control Price payable in securities and other property. If the Change-in-Control Price on consummation of the Change-in-Control does not exceed the exercise price or purchase price of the Cash-Out Stock Rights, on consummation of the Change-in-Control the Company shall cancel the Cash-Out Stock Rights without the payment of further consideration.]

(b) **Cash-Out of Options and SARs** . [Alternative 1: For any Change-in-Control under section 8(a), the Administrator or Board in its exclusive discretion may cancel all or any portion of the vested Options and SARs whether they vested before or as part of the Change-in-Control (the cancelled Options and SARs, the **"Cash-Out Stock Rights"**). In exchange for the cancellation, the Company shall pay each holder of Cash-Out Stock Rights cash, securities, or other property, or any combination thereof, in an amount equal to the excess, if any, of the Change-in-Control Price over the exercise price of the Cash-Out Stock Rights (the **"Cash-Out Amount"**). The Company shall pay the Cash-Out Amount within thirty days after consummation of the Change-in-Control. For purposes of this section 8(b), **"Change-in-Control Price"** means the price per share paid for Share in the Change-in-Control in cash, securities, and other property. The Administrator or Board in its reasonable discretion shall determine the fair market value of the securities and other property used to pay the Change-in-Control Price and the portion of the Change-in-Control Price payable in securities and other property. If the Change-in-Control Price does not exceed the exercise price of the Cash-Out Stock Rights, on consummation of the Change-in-Control

the Company shall cancel the Cash-Out Stock Rights without the payment of further consideration.] [Alternative 2: For any Change-in-Control under section 8(a), the Administrator or Board in its exclusive discretion may cancel all or any portion of the vested Options and SARs whether they vested before or as part of the Change-in-Control (the cancelled Options and SARs, the “**Cash-Out Stock Rights**”). In exchange for the cancellation, the Company shall pay each holder of Cash-Out Stock Rights cash, securities, and other property, or any combination thereof, in an amount equal to the excess, if any, of the Change-in-Control Price over the exercise price of the Cash-Out Stock Rights (the “**Cash-Out Amount**”). For a Change-in-Control that is not a change in the ownership of the Company under Treasury Regulation Section 1.409A-3(i)(5)(v), or a change in the ownership of a substantial portion of the Company's assets under Treasury Regulation Section 1.409A-3(i)(5)(vii), the Company shall pay the Cash-Out Amount within thirty days after consummation of the Change-in-Control. For a Change-in-Control that is a change in the ownership of the Company under Treasury Regulation Section 1.409A-3(i)(5)(v), or a change in the ownership of a substantial portion of the Company's assets under Treasury Regulation Section 1.409A-3(i)(5)(vii), the Administrator or Board in its exclusive discretion shall determine whether the Company shall pay: (i) the entire Cash-Out Amount within thirty days after consummation of the Change-in-Control; or (ii) a portion or none of the Cash-Out Amount within thirty days after consummation of the Change-in-Control, and the balance thereof on the same schedule and under the same terms and conditions that apply to the payments to shareholders generally for Shares, but not later than five years after consummation of the Change-in-Control. In furtherance of this section 8(b) and not in limitation thereof, and as determined by the Administrator or Board in its exclusive discretion, the terms and conditions may include: (i) the Grantee's pro-rata share of any post-closing advancement and indemnification obligations; (ii) escrow and holdback terms, offset rights, and purchase price adjustments; and (iii) delivery of the documents necessary or appropriate to Transfer or cancel the Grantee's Award and Shares. For purposes of this section 8(b), “**Change-in-Control Price**” means the price per share paid for Shares in the Change-in-Control in cash, securities, and other property. The Administrator or Board in its reasonable discretion shall determine the fair market value of the securities and other property used to pay the Change-in-Control Price and the portion of the Change-in-Control Price payable in securities and other property. If the Change-in-Control Price does not exceed the exercise price of the Cash-Out Stock Rights, on consummation of the Change-in-Control the Company shall cancel the Cash-Out Stock Rights without the payment of further consideration.]

(c) **Vested and Unvested Cash-Out Stock Rights** . [Alternative 1: For any Change-in-Control under section 8(a), the Administrator or Board in its exclusive discretion may cancel all or any portion of the Options and SARs that vested before consummation of the Change-in-Control (the cancelled vested Options and SARs, the “**Vested Cash-Out Stock Rights**”). In exchange for the cancellation, the Company shall pay each holder of Vested Cash-Out Stock Rights cash, securities, and other property, or any combination thereof, in an amount equal to the excess, if any, of the Change-in-Control Price over the exercise price of the Vested Cash-Out Stock Rights (the “**CIC Cash-Out Amount**”). The Company shall pay the CIC Cash-Out Amount within thirty days after consummation of the Change-in-Control. For purposes of this section 8(c), “**Change-in-Control Price**” means the price per share paid for Shares in the Change-in-Control in cash, securities, and other property. The Administrator or Board in its reasonable discretion shall determine the fair market value of the securities and other property used to pay the Change-in-Control Price and the portion of the Change-in-Control Price payable in securities and other property. If the Change-in-Control Price does not exceed the exercise price of the Vested Cash-Out Stock Rights, on consummation of the Change-in-Control the Company shall cancel the Vested Cash-Out Stock Rights without the payment of further consideration. For the Options and SARs that were unvested on consummation of the Change-in-Control (the “**Unvested Cash-Out Stock Rights**”), the Administrator or Board in its exclusive discretion may take one or both of the following actions: (i) cancel all or any portion of the Unvested Cash-Out Stock Rights without the payment of further consideration; or (ii) allow the holders of Unvested Cash-Out Stock Rights to continue to hold all or a portion of the Unvested Cash-Out Stock Rights pending satisfaction of the vesting conditions and payment of the Post-CIC Cash-Out Amount. If the Administrator or Board chooses the second alternative, the acquiror or successor to the Company or that Person's parent or subsidiary, shall pay each holder of Unvested Cash-Out Stock Rights the allocable portion of the Post-CIC Cash-Out Amount in accordance with the same vesting conditions and schedule established on the Grant Date of the Unvested Cash-Out Stock Rights. For purposes of this section 8(c), “**Post-CIC Cash-Out Amount**” means an amount equal to the excess, if any, of the Change-in-Control Price over the exercise price of the Unvested Cash-Out Stock Rights. If the Change-in-Control Price

does not exceed the exercise price of the Unvested Cash-Out Stock Rights, on consummation of the Change-in-Control the Company shall cancel the Unvested Cash-Out Stock Rights without the payment of further consideration.] [Alternative 2: For any Change-in-Control under section 8(a)-(b), the Administrator or Board in its exclusive discretion may cancel all or any portion of the Options and SARs that vested before consummation of the Change-in-Control (the cancelled vested Options and SARs, the **"Vested Cash-Out Stock Rights"**). In exchange for the cancellation, the Company shall pay each holder of Vested Cash-Out Stock Rights cash, securities, and other property, or any combination thereof, in an amount equal to the excess, if any, of the Change-in-Control Price over the exercise price of the Vested Cash-Out Stock Rights (the **"CIC Cash-Out Amount"**). For a Change-in-Control that is not a change in the ownership of the Company under Treasury Regulation Section 1.409A-3(i)(5)(v), or a change in the ownership of a substantial portion of the Company's assets under Treasury Regulation Section 1.409A-3(i)(5)(vii), the Company shall pay the CIC Cash-Out Amount within thirty days after consummation of the Change-in-Control. For a Change-in-Control that is a change in the ownership of the Company under Treasury Regulation Section 1.409A-3(i)(5)(v), or a change in the ownership of a substantial portion of the Company's assets under Treasury Regulation Section 1.409A-3(i)(5)(vii), the Administrator or Board in its exclusive discretion shall determine whether the Company shall pay: (i) the entire CIC Cash-Out Amount within thirty days after consummation of the Change-in-Control; or (ii) a portion or none of the CIC Cash-Out Amount within thirty days after consummation of the Change-in-Control, and the balance thereof on the same schedule and under the same terms and conditions that apply to the payments to shareholders generally for Shares, but not later than five years after consummation of the Change-in-Control. In furtherance of this section 8(c) and not in limitation thereof, and as determined by the Administrator or Board in its exclusive discretion, the terms and conditions may include: (i) the Grantee's pro-rata share of any post-closing advancement and indemnification obligations; (ii) escrow and holdback terms, offset rights, and purchase price adjustments; and (iii) delivery of the documents necessary or appropriate to Transfer or cancel the Grantee's Award and Shares. For purposes of this section 8(c), **"Change-in-Control Price"** means the price per share paid for Shares in the Change-in-Control in cash, securities, and other property. The Administrator or Board in its reasonable discretion shall determine the fair market value of the securities and other property used to pay the Change-in-Control Price and the portion of the Change-in-Control Price payable in securities and other property. If the Change-in-Control Price does not exceed the exercise price of the Vested Cash-Out Stock Rights, on consummation of the Change-in-Control the Company shall cancel the Vested Cash-Out Stock Rights without the payment of further consideration. For the Options and SARs that were unvested on consummation of the Change-in-Control (the **"Unvested Cash-Out Stock Rights"**), the Administrator or Board in its exclusive discretion may take one or both of the following actions: (i) cancel all or any portion of the Unvested Cash-Out Stock Rights without the payment of further consideration; or (ii) allow the holders of Unvested Cash-Out Stock Rights to continue to hold all or a portion of the Unvested Cash-Out Stock Rights pending satisfaction of the vesting conditions and payment of the Post-CIC Cash-Out Amount. If the Administrator or Board chooses the second alternative, the acquiror or successor to the Company or that Person's parent or subsidiary, shall pay each holder of Unvested Cash-Out Stock Rights the allocable portion of the Post-CIC Cash-Out Amount in accordance with the same vesting conditions and schedule established on the Grant Date of the Unvested Cash-Out Stock Rights. For purposes of this section 8(c), **"Post-CIC Cash-Out Amount"** means an amount equal to the excess, if any, of the Change-in-Control Price over the exercise price of the Unvested Cash-Out Stock Rights. If the Change-in-Control Price does not exceed the exercise price of the Unvested Cash-Out Stock Rights, on consummation of the Change-in-Control the Company shall cancel the Unvested Cash-Out Stock Rights without the payment of further consideration.]

(d) **Assumption or Substitution of Nonqualified Stock Options and SARs in Section 424 Corporate Transactions.** The Administrator or Board in its exclusive discretion may provide in an Award, Award Agreement, or Section 424 Corporate Transaction that the Administrator or Board in its exclusive discretion may take one or more of the following actions in a Section 424 Corporate Transaction:

(i) all or any portion of a Nonqualified Stock Option or SAR will be assumed in accordance with Treasury Regulation Section 1.424-1 without regard to the requirement of Treasury Regulation Section 1.424-1(a)(2) that an eligible corporation be the holder's employer; or

(ii) for all or any portion of a Nonqualified Stock Option or SAR, an equivalent Nonqualified Stock Option or SAR will be substituted in accordance with Treasury Regulation Section 1.424-1 without regard to the requirement of Treasury Regulation Section 1.424-1(a)(2) that an eligible corporation be the holder's employer.

(A) Except as provided in this section 8(d), the requirements of Treasury Regulation Section 1.424-1 will apply as if the Nonqualified Stock Option or SAR were an Incentive Stock Option.

(B) With respect to Treasury Regulation Section 1.424-1(a)(5)(iii), the Administrator or Board: (I) may satisfy its requirements; or (II) will be deemed to satisfy its requirements if the ratio of the exercise price to the Fair Market Value of the underlying shares immediately after the assumption or substitution is not greater than the ratio of the exercise price to the Fair Market Value of the underlying Shares immediately before the assumption or substitution.

(C) For a transaction described in Code Section 355 in which the stock of the distributing corporation and the stock distributed in the transaction are both readily tradable on a Securities Market immediately after the transaction, the requirements of Treasury Regulation Section 1.424-1(a)(5) related to the fair market value of the stock may be satisfied by:

(I) using the last sale before or the first sale after the specified date as of which the valuation is being made, the closing price on the last trading day before or the trading day of a specified date, the arithmetic mean of the high and low prices on the last trading day before or the trading day of a specified date, or any other reasonable method using actual transactions in the stock as reported by the market on a specified date, for the stock of the distributing corporation and the stock distributed in the transaction, provided that the specified date is designated before it occurs and is not more than sixty days after the transaction;

(II) using the arithmetic mean of the market prices in section 8(d)(i)-(ii)(C)(I) on trading days during a specified period designated before the beginning of the specified period, and the specified period is no longer than thirty days and ends within sixty days after the transaction; or

(III) using an average of the prices in section 8(e)(i)-(ii)(C)(I)-(II) during the prespecified period weighted based on the volume of trading of the stock on each trading day during the prespecified period.

(e) **Assumption or Substitution of Incentive Stock Options in Section 424 Corporate Transactions.** The Administrator or Board in its exclusive discretion may provide in an Award, Award Agreement, or Section 424 Corporate Transaction that the Administrator or Board in its exclusive discretion may take one or more of the following actions in a Section 424 Corporate Transaction in accordance with Code Section 424: (i) the assumption of all or any portion of an Incentive Stock Option by the acquiror or successor corporation or the acquiror or successor corporation's parent or subsidiary; or (ii) the substitution of all or any portion of an Incentive Stock Option with an equivalent incentive stock option by the acquiror or successor corporation or the acquiror or successor corporation's parent or subsidiary.

(f) **Assumption or Substitution in Section 424 Corporate Transactions.** Section 8(d)-(e) will apply to a Section 424 Corporate Transaction regardless of whether the Section 424 Corporate Transaction is also a Change-in-Control.

(g) **Vesting, Exercise, and Cancellation of Options and SARs in Section 424 Corporate Transactions .** The Administrator or Board in its exclusive discretion may provide in an Award, Award Agreement, or Section 424 Corporate Transaction that the Administrator or Board in its exclusive discretion may take the following actions in a Section 424 Corporate Transaction contingent on consummation of the Section 424 Corporate Transaction: (i) vest in full or in part in unvested Options and SARs at least fifteen days before the reasonably anticipated date of consummation of the Section 424 Corporate Transaction (the Options and SARs that vested before, or as part of the Section 424 Corporate Transaction, the “**Section 424 Vested Stock Rights**”); (ii) require the Grantees who hold the Section 424 Vested Stock Rights to exercise them before consummation of the Section 424 Corporate Transaction; and (iii) immediately before consummation of the Section 424 Corporate Transaction, cancel the unexercised Section 424 Vested Stock Rights without the payment of further

consideration. This section 8(g) will apply to a Section 424 Corporate Transaction regardless of whether the Section 424 Corporate Transaction is also a Change-in-Control. For a Section 424 Corporate Transaction that is also a Change-in-Control in which the Administrator or Board exercises its discretion under this section 8(g), section 8(a) will not apply to the Section 424 Vested Stock Rights. Except as provided in an Award or Award Agreement, this section 8(g) will not apply to a Section 424 Corporate Transaction that is also an Initial Public Offering.

(h) **Vesting, Exercise, and Cancellation of Options and SARs in an Initial Public Offering.** Subject to section 9(f), immediately before an Initial Public Offering Grantees may exercise vested Options and SARs payable in Shares, and immediately upon exercise will be treated as holders of the Shares. Grantees may exercise their Options in a Cashless Exercise and receive the number of Shares equal to the difference between: (i) the number of Shares for which the vested Options are being exercised, minus (ii) the number of Shares with a Fair Market Value as of the date of exercise equal to the product of the exercise price of the vested Options multiplied by the number of Shares for which the vested Options are being exercised. For purposes of this section 8(h), Fair Market Value means the price of the Shares in the Initial Public Offering.

(i) **Restricted Stock in Section 424 Corporate Transactions.** Except as provided in an Award, Award Agreement, or Section 424 Corporate Transaction, on a Section 424 Corporate Transaction that is not a Change-in-Control, the clawback and forfeiture rights and obligations, repurchase rights and obligations, Transfer restrictions, and vesting conditions for Restricted Stock will: (i) inure to the benefit of and become the rights and obligations of any acquiror or successor to the Company or that Person's parent or subsidiary; and (ii) apply to the cash, securities, or other property to which the Restricted Stock is converted into or exchanged for in the same manner and to the same extent as they applied to the Restricted Stock.

(j) **RSUs in a Code Section 409A-Compliant Change-in-Control and Section 424 Corporate Transaction.**

(i) The Administrator or Board in its exclusive discretion may provide in an Award or Award Agreement or a Code Section 409A-compliant Change-in-Control that upon consummation of the Code Section 409A-compliant Change-in-Control, a Grantee's then unvested RSUs will become fully or partially vested and the Company shall make the distributions under section 5(n)(i). On the date of consummation the Grantee must primarily provide services to the entity undergoing the Change-in-Control or a Subsidiary thereof.

(ii) Vested RSUs may not be assumed or substituted for substantially equivalent restricted stock units by the acquiror or successor to the Company or that Person's parent or subsidiary.

(iii) The Administrator or Board in its exclusive discretion may provide in an Award or Award Agreement or a Code Section 409A-compliant Change-in-Control for: (A) the release of all or a portion of any Shares distributed from the RSUs from all or a portion of repurchase rights and obligations and Transfer restrictions; (B) the Grantee's obligation to Transfer all or a portion of the Shares distributed from the RSUs and the payment of the Change-in-Control Price for all or a portion of the Shares distributed from the RSUs in a single lump sum within thirty days after consummation of the Code Section 409A-compliant Change-in-Control; or (C) any combination of the actions under clauses (A) and (B). For purposes of this section 8(j), "**Change-in-Control Price**" means the price per Share paid for Shares in the Code Section 409A-compliant Change-in-Control in cash, securities, and other property. The Administrator or Board in its reasonable discretion shall determine the fair market value of the securities and other property used to pay the Change-in-Control Price and the portion of the Change-in-Control Price payable in securities and other property.

(iv) The Administrator or Board in its exclusive discretion may provide in a Code Section 409A-compliant Change-in-Control or Section 424 Corporate Transaction for all or a portion of any unvested RSUs to be assumed or substituted for substantially equivalent restricted stock units by the acquiror or successor to the Company or that Person's parent or subsidiary. In the assumption or substitution, the clawback and forfeiture rights and obligations, repurchase rights and obligations, Transfer restrictions, and vesting conditions for the RSUs will: (A) inure to the benefit of and become the rights and obligations of the acquiror or successor to the Company or that Person's parent or subsidiary; and (B) apply to any securities or other property

to which the RSUs were converted into or exchanged for in the same manner and to the same extent as they applied to the RSUs.

(v) If an assumption or substitution does not occur, the unvested RSUs will terminate immediately prior to consummation of the Code Section 409A-compliant Change-in-Control or Section 424 Corporate Transaction without the payment of further consideration.

(k) **Entity Undergoing Change in Effective Control.** [Alternative 1: For a Change-in-Control that is a change in effective control under Treasury Regulation Section 1.409A-3(i)(5)(vi), the entity that must undergo the Change-in-Control is the Company.] [Alternative 2: For a Change-in-Control that is a change in effective control under Treasury Regulation Section 1.409A-3(i)(5)(vi), the entity that must undergo the Change-in-Control is the entity under Treasury Regulation Section 1.409A-3(i)(5)(ii) for which no other Person is the majority owner of the equity interests by total fair market value and total voting power.]

(l) **Administrator or Board Discretion.** Except as provided in this section 8, an Award or Award Agreement, Change-in-Control, or Section 424 Corporate Transaction, the Administrator or Board: (i) in its exclusive discretion shall determine the treatment of Options, SARs, Restricted Stock, and RSUs in any Change-in-Control or Section 424 Corporate Transaction; and (ii) does not have any obligation to take the same action or actions for all or any portion of the Options, SARs, Restricted Stock, and RSUs in any change-in-Control or Section 424 Corporate Transaction

9. Conditions on the Grant and Exercise of Awards and Issuance of Shares.

(a) The Company shall use reasonable efforts at reasonable expense to obtain the approval of any Government Body or Securities Market for which the Company's counsel delivers a written opinion addressed to the Board that it is more likely than not that the approval is necessary for the grant or exercise of Awards or issuance of Shares. If the Company does not obtain any approval, the Company will not have any liability for not doing so. Notwithstanding the foregoing provisions of this section 9(a), the Company will not have any obligation under the Securities Act or Exchange Act to register any Award, Shares subject to an Award, or Shares issued under an Award.

(b) The Company in its exclusive discretion may postpone the grant of Awards or issuance of Shares until the requirements of a Government Body or Securities Market, or the registration requirements of the Securities Act or Exchange Act, are satisfied.

(c) If during the last thirty days of the exercise period of an Option or SAR its exercise would: (i) violate federal, state, local, or foreign Law; (ii) violate any insider trading policy, blackout restriction, or lock-up agreement entered into as part of the issuance of securities; or (iii) jeopardize the Company's ability to continue as a going concern, the Administrator or Board shall extend the term until thirty days after the first date that exercise would no longer violate clauses (i) and (ii), or jeopardize the Company's ability to continue as a going concern. Notwithstanding the foregoing extension, no extension beyond the Option's or SAR's original term under section 5(i) is permissible. A provision of foreign Law will apply only to foreign earned income from sources within the foreign country that promulgated the Law. Foreign earned income means income as defined under Code Section 911(b)(1) without regard to Code Section 911(b)(1)(B)(iv), and without regard to the requirement that the income be attributable to services performed during the period under Code Section 911(d)(1)(A) or (B).

(d) As a condition to the grant of any Award, exercise of any Option or SAR, or vesting of Restricted Stock or RSUs, the Administrator or Board in its exclusive discretion may require a Grantee to do one or more of the following: (i) for Shares that have not been registered under the Securities Act or Exchange Act, represent that the Grantee is acquiring the Shares solely for investment for the Grantee's account and without any present intention to sell or distribute the Shares; (ii) covenant that the Grantee shall not make any short sale, grant any option to purchase, loan, or otherwise Transfer Shares; and (iii) indemnify and hold harmless the Indemnified Persons for all assessments, claims, costs, damages, expenses, fines,

judgments, liabilities, losses, penalties, and reasonable accountants', actuaries', appraisers', and attorneys' and paralegals' fees and disbursements arising from or related to the inaccuracy of the representation under clause (i) or the breach of the covenant under clause (ii).

(e) For purposes of section 9(d), "**Indemnified Persons**" means: (i) the Company and other members of the Broader Group; (ii) the Board; (iii) the board of directors or other governing body of any member of the Broader Group; (iv) each Committee; (v) each Director, Officer, and Employee who is a member of the Board, the board of directors or other governing body of any member of the Broader Group, or any Committee; and (vi) each Director, Officer, and Employee who acts on behalf of the Board, the board of directors or other governing body of any member of the Broader Group, or any Committee.

(f) The Administrator or Board in its exclusive discretion may require that at the request of the Board or any underwriter managing an Initial Public Offering (the "**Managing Underwriter**"), a Grantee shall:

(i) enter into a lock-up agreement in which the Grantee covenants not to: (A) offer, pledge, sell, enter into a short-sale, contract to sell, sell any option or contract to purchase, purchase any option or contract to sell, grant any option, right, or warrant to purchase, lend, or otherwise Transfer any Shares or interest therein, or any securities convertible into, derivative of, exchangeable, or exercisable for Shares; or (B) enter into a swap agreement or other arrangement that transfers any of the economic benefits, burdens, or risks of Share ownership;

(ii) waive any of the Grantee's registration rights;

(iii) consent to the Company's placement of restrictive legends on the certificates of any securities of the Company held by the Grantee, and the imposition of stop-transfer orders for any securities of the Company held by the Grantee until the end of the lock-up period or periods; and

(iv) if requested by the Company or Managing Underwriter: (A) execute and deliver such other agreements as necessary to give effect to this section 9(f); and (B) provide, within ten (10) days of the request, such information as necessary to complete the Initial Public Offering.

(v) The lock-up agreement will apply: (A) for the period specified by the Managing Underwriter not to exceed one hundred and eighty (180) days after the effective date of the registration statement of the Company filed under the Securities Act; or (B) such other period as requested by the Company or the Managing Underwriter to accommodate regulatory restrictions on the publication or other distribution of research reports, and analyst recommendations and opinions.

(vi) [Alternative 1: This section 9(f) will not apply to Shares that the Grantee purchases in the Initial Public Offering or on the open market thereafter.] [Alternative 2: This section 9(f) will not apply to: (A) Shares that the Grantee purchases in the Initial Public Offering or on the open market thereafter; (B) a registration solely for employee benefit plans on Form S-1 or S-8; and (C) a registration solely for an SEC Rule 145 transaction on Form S-4.]

10. Adjustments on Equity Restructuring Events.

(a) Section 10(a)-(h) will apply on any of the following equity restructuring events of the Company: (i) combination; (ii) consolidation; (iii) dissolution; (iv) exchange; (v) merger; (vi) partial or complete liquidation; (vii) recapitalization; (viii) reclassification; (ix) reorganization; (x) repurchase; (xi) separation; (xii) spin-off; (xiii) split-off; (xiv) split-up; (xv) stock dividend; (xvi) stock split; (xvii) reverse stock split; (xviii) special and nonrecurring dividend or distribution, whether in cash, securities, or other property; (xix) warrants or rights offering to purchase Shares at a price substantially below Fair Market Value; (xx) any other equity restructuring event under Financial Accounting Standards Board Accounting Standards Codification Topic 718; or (xxi) any other change in corporate structure or event that the Board in its exclusive discretion determines materially affects the Company's capitalization. If any of the foregoing events affects the Common Stock so that an adjustment is appropriate to prevent the dilution or enlargement of Grantees' rights, the Administrator or Board shall take

one or more of the following actions. The Administrator or Board shall determine which of the following actions to take in its exclusive discretion:

- (i) adjust or substitute the number of shares and classes of stock to be issued for outstanding and future Awards in the aggregate to all Grantees, any class or group of Grantees, and individually to any Grantee;
 - (ii) adjust the exercise price of any Option or SAR and the purchase price of Restricted Stock;
 - (iii) adjust the number of shares subject to and the repurchase price per share for each outstanding Award of Restricted Stock or RSUs;
 - (iv) adjust any Award limits in the aggregate for all Grantees, any class or group of Grantees, and individually to any Grantee; and
 - (v) adjust the performance goals for vesting for any class or group of Grantees, and any individual Grantee.
- (b) [Alternative 1: For Options and SARs, the Administrator or Board shall determine whether the dilution or enlargement of Grantees' rights will occur by using the values required by financial accounting standards to avoid a charge to earnings, variable accounting, or other adverse accounting treatment.] [Alternative 2: For Options and SARs, the Administrator or Board in its exclusive discretion shall determine whether the dilution or enlargement of Grantees' rights will occur by using intrinsic values, fair values, time values, or any combination thereof.]
- (c) On a stock split (including a reverse stock split) or stock dividend the only effect of which is to increase or decrease on a pro-rata basis the number of Shares subject to Options or SARs, the Administrator or Board shall proportionally adjust the exercise price and number of Shares subject to the Options or SARs and maintain the aggregate exercise price after the adjustment at not less than the aggregate exercise price before the stock split or dividend.
- (d) The Administrator or Board shall not make any adjustment:
- (i) to the exercise price of an Option or SAR that causes the exercise price to be less than the Fair Market Value of the underlying Shares on the Grant Date, and that also causes the loss of exemption from Code Section 409A;
 - (ii) to the exercise price of an Option or SAR that causes the exercise price to be less than the Fair Market Value of the underlying Shares on the date of a modification to the Option or SAR under Code Section 409A, and that also causes the loss of exemption from Code Section 409A;
 - (iii) to an Incentive Stock Option that is an extension, modification, or renewal thereof, and that also causes the loss of Incentive Stock Option status; or
 - (iv) that causes the loss of exemption under Rule 16b-3.
- (e) When the Administrator or Board makes an adjustment under this section 10 that affects the number of Shares subject to an Award, the number of Shares will be rounded down to the next whole number.
- (f) On a pending equity restructuring event under section 10(a), the Administrator in its exclusive discretion may refuse to permit the exercise of any Award for up to sixty days before or after the equity restructuring event.
- (g) Except as provided in an Award or Award Agreement, on a dissolution or liquidation of the Company all outstanding Awards will terminate immediately before the completion of the dissolution or liquidation. The Company in its exclusive discretion may: (i) repurchase or reacquire Shares that are subject to the Company's repurchase rights or a forfeiture condition; or (ii) with respect to all or any portion of outstanding Awards, provide for full or partial vesting and that they are no

longer subject to repurchase or forfeiture in whole or in part before the dissolution or liquidation is completed but contingent on its completion. The foregoing provisions of this section 10(g) will not apply to Awards of vested and outstanding Shares that are not subject to the Company's repurchase rights or a forfeiture condition.

(h) Upon any equity restructuring event under section 10(a), the Administrator or Board in its exclusive discretion may require any Grantee to deliver the documents necessary or appropriate to Transfer or cancel the Grantee's Award and Shares and complete the actions under section 10(a)(i)-(vi).

(i) The Administrator shall give each Grantee written notice of any adjustment under this section 10.

11. Effective Date and Term.

(a) The Plan will be effective upon its adoption by the Board and approval by the Company's shareholders (the "**Effective Date**"). The Company shall not grant Awards before the Effective Date.

(b) The grant of Incentive Stock Options is subject to approval of the Plan by the Company's shareholders no earlier than twelve months before, and no later than twelve months after, the Board's adoption of the Plan.

(c) The Plan will terminate on the earliest of: (i) ten years after the Effective Date; (ii) all Shares under the Share Reserve have been issued and the restrictions on the Shares have lapsed; and (iii) its termination under section 12(a).

12. Plan Amendment, Suspension, and Termination.

(a) The Board in its exclusive discretion may amend or suspend the Plan one or more times, and terminate the Plan at any time. To the extent required by Applicable Requirements or the Plan, the Company shall obtain shareholder approval of any amendment, suspension, or termination.

(b) The Administrator and Board shall not grant Awards during any suspension of the Plan and after its termination.

(c) Any suspension or termination of the Plan will not affect the terms of outstanding Awards.

(d) (d) [Alternative 1: Any amendment, suspension, or termination of the Plan, other than an increase in the Share Reserve (a "**Change**"), must not have a Material adverse effect on: (i) outstanding Awards granted before the Change without a Grantee's written consent, or outstanding Award Agreements signed before the Change without a Grantee's written consent; (ii) the Company's indemnification and advancement obligations under section 18 for acts and omissions that occurred before the Change; and (iii) the Company's obligations under section 18 to pay Fees for Fees to recover on claims for indemnification and advancement obligations that accrued before the Change.] [Alternative 2: Any amendment, suspension, or termination of the Plan, other than an increase in the Share Reserve (a "**Change**"), must not have a Material adverse effect on: (i) outstanding Awards granted before the Change without a Grantee's written consent, or outstanding Award Agreements signed before the Change without a Grantee's written consent; (ii) the Company's indemnification and advancement obligations under section 18 for acts and omissions that occurred before the Change; or (iii) the Company's obligations under section 18 to pay Fees for Fees for indemnification and advancement obligations that accrued before the Change. Notwithstanding the foregoing provision, the Board in its exclusive discretion may amend the Plan without any Grantee's written consent to: (i) maintain an Option's status as an Incentive Stock Option; (ii) satisfy the requirements of Code Section 409A or 457A or an exemption thereto; or (iii) comply with any Applicable Requirement or financial accounting standard.] [Alternative 3: (i) Any amendment, suspension, or termination of the Plan, other than an increase in the Share Reserve (a "**Change**"), must not have a Material adverse effect on: (i) outstanding Awards granted before the Change without a Grantee's written consent, or outstanding Award Agreements signed before the Change without a Grantee's written consent; (ii) the Company's indemnification and advancement obligations under section 18 for acts and omissions that occurred before the Change; or (iii) the Company's obligations under section 18 to pay Fees for Fees for indemnification and

advancement obligations that accrued before the Change. Notwithstanding the foregoing provision, the Board in its exclusive discretion may amend the Plan without any Grantee's written consent to: (i) maintain an Option's status as an Incentive Stock Option; (ii) satisfy the requirements of Code Section 409A or 457A or an exemption thereto; (iii) comply with any Applicable Requirement or financial accounting standard; or (iv) take into account unusual or nonrecurring events or market conditions.]

(e) [Alternative 1: The Administrator or Board in its exclusive discretion may amend any Award or Award Agreement one or more times. If the amendment will have a Material adverse effect on a Grantee's rights, or result in a Material increase in a Grantee's obligations or federal income tax liabilities, the Administrator or Board must obtain the Grantee's written consent to the amendment.] [Use Alternative 1 with Alternative 1 of section 12(d)] [Alternative 2: The Administrator or Board in its exclusive discretion may amend any Award or Award Agreement one or more times. If the amendment will have a Material adverse effect on a Grantee's rights, or result in a Material increase in a Grantee's obligations or federal income tax liabilities, the Administrator or Board must obtain the Grantee's written consent to the amendment. Notwithstanding the foregoing provision, the Administrator or Board in its exclusive discretion may amend any Award or Award Agreement without the Grantee's written consent to: (i) maintain an Option's status as an Incentive Stock Option; (ii) satisfy the requirements of Code Section 409A or 457A or an exemption thereto; or (iii) comply with any Applicable Requirement or financial accounting standard.] [Use Alternative 2 with Alternative 2 of section 12(d)] [Alternative 3: The Administrator or Board in its exclusive discretion may amend any Award or Award Agreement one or more times. If the amendment will have a Material adverse effect on a Grantee's rights, or result in a Material increase in a Grantee's obligations or federal income tax liabilities, the Administrator or Board must obtain the Grantee's written consent to the amendment. Notwithstanding the foregoing provision, the Administrator or Board in its exclusive discretion may amend any Award or Award Agreement without the Grantee's written consent to: (i) maintain an Option's status as an Incentive Stock Option; (ii) satisfy the requirements of Code Section 409A or 457A or an exemption thereto; (iii) comply with any Applicable Requirement or financial accounting standard; or (iv) take into account unusual or nonrecurring events or market conditions.] [Use Alternative 3 with Alternative 3 of section 12(d)]

13. Shareholder Approval.

(a) The Company must obtain shareholder approval of any amendment to the Plan that: (i) expands the types of equity compensation awards available under the Plan; (ii) materially increases the number of Shares that may be issued under the Plan or to a Grantee, other than an increase for equity restructuring events under section 10; (iii) materially expands the class of Persons eligible to participate in the Plan; (iv) materially extends the maximum term of Options, SARs, or the Plan; (v) materially changes the method for determining the exercise price of Options or SARs; (vi) limits or deletes any provision of section 13(c); or (vii) otherwise requires shareholder approval under the rules of the Securities Market on which Shares are listed or quoted. For purposes of this section 13(a), materiality will be determined under the rules of the Securities Market on which the Shares are listed or quoted.

(b) The Company must obtain shareholder approval of any amendment to the Plan that: (i) increases the maximum number of Shares that may be issued under Incentive Stock Options other than an increase that reflects a change in the number of outstanding Shares (e.g., a stock dividend or stock split); (ii) changes the Employees or class or classes of Employees eligible to receive Incentive Stock Options; or (iii) changes the granting corporation or the stock issuable under Incentive Stock Options. The Company must obtain shareholder approval no earlier than twelve months before and no later than twelve months after the date of the Board's adoption of the amendment.

(c) [Alternative 1: The Company must obtain shareholder approval to: (i) reduce the exercise price of outstanding Options or SARs; (ii) cancel any outstanding options or stock appreciation rights regardless of whether they were granted under the Plan in exchange for Options or SARs other than Substitute Awards with an exercise price lower than the exercise price of the cancelled options or stock appreciation rights; (iii) cancel outstanding Options or SARs with an exercise price greater than the current Fair Market Value of Shares in exchange for cash or other securities; (iv) substitute Awards of Restricted Stock or RSUs for Options or SARs with an exercise price greater than the current Fair Market Value of Shares; or (v) take any action that is a repricing under GAAP. In addition, if the Shares are listed or quoted on a Securities Market, for any action

that is a repricing that requires shareholder approval under the rules of that Securities Market, the Company must obtain shareholder approval. Notwithstanding the foregoing provisions of this Section 13(c), if the Shares are listed or quoted on a Securities Market, for any action that is a repricing that does not require shareholder approval under the rules of that Securities Market, the Company does not have any obligation to obtain shareholder approval.] [Alternative 2: Except as provided under the rules of the Securities Market on which Shares are listed or quoted, the Company must obtain shareholder approval to: (i) reduce the exercise price of outstanding Options or SARs; (ii) cancel any outstanding options or stock appreciation rights regardless of whether they were granted under the Plan in exchange for Options or SARs other than Substitute Awards with an exercise price lower than the exercise price of the cancelled options or stock appreciation rights; (iii) cancel outstanding Options or SARs with an exercise price greater than the current Fair Market Value of Shares in exchange for cash or other securities; (iv) substitute Awards of Restricted Stock or RSUs for Options or SARs with an exercise price greater than the current Fair Market Value of Shares; (v) take any action that is a repricing under GAAP; or (vi) take any action that is a repricing under the rules of the Securities Market on which Shares are listed or quoted.] [Alternative 3: From and after an Initial Public Offering, and except as provided under the rules of the Securities Market on which Shares are listed or quoted, the Company must obtain shareholder approval to: (i) reduce the exercise price of outstanding Options or SARs; (ii) cancel any outstanding options or stock appreciation rights regardless of whether they were granted under the Plan in exchange for Options or SARs other than Substitute Awards with an exercise price lower than the exercise price of the cancelled options or stock appreciation rights; (iii) cancel outstanding Options or SARs with an exercise price greater than the current Fair Market Value of Shares in exchange for cash or other securities; (iv) substitute Awards of Restricted Stock or RSUs for Options or SARs with an exercise price greater than the current Fair Market Value of Shares; (v) take any action that is a repricing under GAAP; or (vi) take any action that is a repricing under the rules of the Securities Market on which Shares are listed or quoted.]

(d) The Company in its exclusive discretion may submit any other amendment to the Plan for shareholder approval.

(e) Any shareholder approval must comply with: (i) the Company's certificate of incorporation and by-laws; (ii) Delaware Law for the method and degree of shareholder approval required for the issuance of corporate stock or an award of equity compensation; and (iii) the rules of the Securities Market on which Shares are listed or quoted.

14. Unfunded Status. The obligations of the Company and other members of the Broader Group are unfunded and unsecured. The Company and other members of the Broader Group will not have any obligation to segregate their assets for the benefit of any Grantee, and Grantees will not have any interest in the assets of the Company and other members of the Broader Group. Each Grantee will have only a contractual right to the benefits under the Plan and any Award or Award Agreement, and will be a general unsecured creditor of the Company and other members of the Broader Group.

15. No Effect on Service Relationship. The Plan and any Award or Award Agreement do not: (a) give any Grantee any right as to the Grantee's service with the Company or any other member of the Broader Group; (b) limit any Grantee's right, or the right of the Company or any other member of the Broader Group, to terminate the Grantee's service; (c) limit the right of the Company or any other member of the Broader Group to change the terms of the Grantee's service; or (d) create a trust or fiduciary relationship between the Company or any other member of the Broader Group and any Grantee.

16. No Effect on Compensation Plans . Except as provided in a governing document of a Compensation Plan or a written agreement thereunder, the income that a Grantee realizes or recognizes under any Award or Award Agreement will not be compensation for determining the contributions and benefits under any other Compensation Plan. The Plan and any Award or Award Agreement do not: (a) give any Grantee any right to participate in any other Compensation Plan; or (b) restrict any Grantee from participation in any other Compensation Plan. For purposes of this section 16, "**Compensation Plan**" means, for the Company and other members of the Broader Group, any bonus plan, change-in-control plan, deferred compensation plan, disability plan, equity compensation plan, incentive plan, life insurance plan, retirement plan, severance plan, or any other welfare benefit plan.

17. Payment of Expenses. The Company shall pay the reasonable expenses of the Plan's administration incurred by the Board, each Committee, and each Director, Officer, and Employee who is a member of the Board or a Committee or who acts on behalf of the Board or a Committee.

18. Indemnification, Advancement, and Fees for Fees.

(a) [Alternative 1: The Company shall indemnify the Board, each Committee, and each Director, Officer, and Employee who is a member of the Board or a Committee or who acts on behalf of the Board or a Committee (each, an **"Indemnitee"**) to the fullest extent permitted by Law for all assessments, claims, costs, damages, expenses, fines, judgments, liabilities, losses, obligations, penalties, settlements, and reasonable accountants', actuaries', appraisers', and attorneys' and paralegals' fees and disbursements arising from or related to any act or omission in the Plan's administration, other than an act or omission due to the Indemnitee's gross negligence or intentional misconduct (the **"Indemnified Amounts"**).] [Alternative 2: The Company shall indemnify the Board, each Committee, and each Director, Officer, and Employee who is a member of the Board or a Committee or who acts on behalf of the Board or a Committee (each, an **"Indemnitee"**) for all assessments, claims, costs, damages, expenses, fines, judgments, liabilities, losses, obligations, penalties, settlements, and reasonable accountants', actuaries', appraisers', and attorneys' and paralegals' fees and disbursements arising from or related to any act or omission in the Plan's administration, other than an act or omission due to the Indemnitee's gross negligence or intentional misconduct (the **"Indemnified Amounts"**). The obligation to pay Indemnified Amounts applies to third-party claims and claims made by the Company and any other member of the Broader Group.]

(b) The following provisions govern the Company's obligation to pay Advanced Amounts:

(i) The Company shall pay the Indemnified Amounts incurred by an Indemnitee in defending any administrative, civil, or criminal action, proceeding, or suit, audit, [Alternative 1: and investigation by a Government Body or self-regulatory organization] [Alternative 2: and internal investigation or investigation by a Government Body or self-regulatory organization] (an **"Indemnified Proceeding"**) in advance of its final disposition (the **"Advanced Amounts"**). The obligation to pay Advanced Amounts applies to threatened, pending, and ongoing Indemnified Proceedings.

(ii) Before the Company pays the first Advanced Amounts to the Indemnitee for any Indemnified Proceeding, the Indemnitee shall provide the Company with a written undertaking to repay the Advanced Amounts and interest thereon if a Juridical Body determines in a final and nonappealable judgment that the Indemnitee is not entitled to indemnification. The Indemnitee shall pay interest on the repayment at the rate under Code Section 7872(f)(2)(A) from the date that the Company paid the Advanced Amounts to the date of repayment.

(iii) The Indemnitee will not have any obligation to post a bond or other security to receive Advanced Amounts.

(iv) The Company shall pay the Advanced Amounts regardless of the Indemnitee's financial ability to repay and whether the Company ultimately has an indemnification obligation.

(v) The Company shall pay the Advanced Amounts within thirty days after its receipt of each statement from the Indemnitee describing the Advanced Amounts in reasonable detail and requesting payment thereof.

(c) Without diminution of an Indemnitee's rights under this section 18, the Company shall provide indemnification and advancement to the Indemnitee before and after Separation From Service at least to the same extent that the Company provides indemnification and advancement to its then-active senior executive officers.

(d) An Indemnitee shall provide the Company with written notice of any claim made against the Indemnitee arising from or related to any act or omission in the Plan's administration. The Indemnitee shall provide the written notice within ten days after learning of the claim. If both the Indemnitee and the Administrator, Board, or Company are named parties to the claim, the Indemnitee's failure to timely provide the written notice will not relieve the Company of its obligations under this

section 18, nor create any liability from the Indemnitee to the Administrator, Board, or Company. If the Indemnitee does not timely provide the written notice in any other situation, this failure will not relieve the Company of its obligations under this section 18 except to the extent that the failure has Materially prejudiced the Administrator's, Board's, or Company's rights.

(e) The Company in its exclusive discretion may assume and control the defense of any Indemnified Proceeding, and the Indemnitee shall reasonably cooperate with the Company in conducting the defense. If the Indemnitee [Alternative 1: reasonably determines] [Alternative 2: determines in good faith] that: (i) the Administrator, Board, Company, or any other member of the Broader Group proposes to admit any liability of the Indemnitee; (ii) there is a proposed settlement that could impose any obligation on the Indemnitee beyond the payment of money that the Company will pay; or (iii) there is an actual or potential conflict of interest between the Administrator, Board, Company, or any other member of the Broader Group, and the Indemnitee, in the defense of an Indemnified Proceeding, the following provisions will apply. The Indemnitee shall provide the Company with written notice of the event under clause (i), (ii), or (iii), and obtain at the Company's expense separate representation by counsel selected by the Indemnitee. The Indemnitee will have the right to reasonably participate in the defense of the Indemnified Proceeding and to consent to any settlement, which consent the Indemnitee shall not unreasonably withhold. To the extent consistent with the Indemnitee's separate defense and representation, the Indemnitee's counsel shall cooperate and coordinate with the Administrator, Board, Company, and any other member of the Broader Group, and their counsel, in conducting a joint defense and in minimizing the expense of separate representation.

(f) The Company will not have any obligation under this section 18 for any settlement by any Indemnitee of an Indemnified Proceeding without the Company's written consent, which consent the Company shall not unreasonably withhold.

(g) The following provisions govern the Company's obligation to pay Fees for Fees:

(i) If an Indemnitee brings an action to recover on claims for any indemnification or advancement obligation of the Company under this section 18, the Company shall indemnify the Indemnitee for all reasonable accountants', actuaries', appraisers', and attorneys' and paralegals' fees and disbursements incurred by the Indemnitee in bringing the claims for indemnification and advancement on which the Indemnitee substantially prevails ("**Fees for Fees**").

(ii) The Company shall pay the Fees for Fees within sixty days after: (i) entry of a final and nonappealable judgment for an award of Fees for Fees; or (ii) the signing of a settlement agreement for payment of Fees for Fees.

(h) To the extent that Advanced Amounts are nonqualified deferred compensation under Code Section 409A or 457A, in addition to section 18(b) the following provisions apply:

(i) The amount indemnified for the reasonable fees component of the Advanced Amounts must not exceed the Maximum Fees, and the amount indemnified for the reasonable disbursements component of the Advanced Amounts must not exceed the Maximum Disbursements.

(ii) For purposes of this section 18(h), "**Maximum Fees**" means the product of the average hourly rate for each group of personnel based in the United States ("**Personnel**") in each group of Firms multiplied by the number of hours billed to the Indemnitee by the firm retained by the Indemnitee. The average hourly rate for each group of Personnel will be the average hourly rate for that group in: (A) the ten largest accounting firms with one or more offices in the United States as determined by the annual gross revenues of the office or offices in the United States; (B) the ten largest actuarial firms (including without limitation the actuarial departments of accounting and consulting firms) with one or more offices in the United States as determined by the annual gross revenues of the office or offices in the United States; and (C) the ten largest law firms with one or more offices in the United States as determined by the annual gross revenues of the office or offices in the United States (the "**Firms**"). The classification of each group of Personnel will be by the following years of experience in the group's area of expertise: one or more, five or more, ten or more, fifteen or more, twenty or more, twenty-five or more, and thirty or more.

(iii) For purposes of this section 18(h), “**Maximum Disbursements**” means the reasonable costs and expenses customarily billed by each group of Firms to their clients in addition to the hourly rates of Personnel, including without limitation reasonable charges for copies in any medium, court reporters, stenographers, and transcribers, electronic research services, expert witnesses, faxes, filing fees, investigators, lodging, meals, messengers, overnight delivery, overtime for support staff, postage, preparation of exhibits, telephone calls, transcripts in any medium, translators, and transportation.

(iv) To the extent that any Advanced Amounts are nonqualified deferred compensation under Code Section 409A or 457A, and the Advanced Amounts are scheduled to be paid during the six months after the date of an Indemnitee's Separation From Service by reason of the Indemnitee's Separation From Service, the following provisions apply. If the Indemnitee is a specified employee under Code Section 409A(a)(2)(B)(i) on the date of Separation From Service, the Company shall withhold the Advanced Amounts to which the Indemnitee would be entitled from the date of Separation From Service through the end of the sixth month after the date of Separation From Service (the time period, the “**Indemnitee's Holdback Period**”) (the withheld amounts, the “**Indemnitee's Holdback Amounts**”). The Company shall pay the Indemnitee's Holdback Amounts in a single lump sum on the first business day of the seventh month after the date of Separation From Service, or if earlier, within thirty days after the date of the Indemnitee's death after the date of Separation From Service (the “**Indemnitee's Delayed Payment Date**”). If the Company withholds the Indemnitee's Holdback Amounts during the Indemnitee's Holdback Period, the Indemnitee may pay any Advanced Amount during the Indemnitee's Holdback Period, and receive reimbursement on the Indemnitee's Delayed Payment Date.

(v) The Company shall also pay interest on each Indemnitee's Holdback Amounts from the last day that each Indemnitee's Holdback Amount would have been paid during the Indemnitee's Holdback Period to the Indemnitee's Delayed Payment Date. The interest rate will be the rate under Code Section 7872(f)(2)(A) as of the sixtieth day after the Indemnitee's date of Separation From Service. The Company shall pay the accrued interest on the Indemnitee's Delayed Payment Date.

(vi) The Advanced Amounts eligible for reimbursement or in-kind benefits to be provided during an Indemnitee's taxable year will not affect any other expenses eligible for reimbursement or in-kind benefits to be provided in any other taxable year.

(vii) An Indemnitee's right to payment of Advanced Amounts will not be subject to liquidation or exchange for another benefit.

(viii) Each payment of Advanced Amounts will be treated as a separate payment. Any series of installment payments of Advanced Amounts will be treated as a right to a series of separate payments, and not a series of payments treated as a single payment.

(ix) The Company's obligation to pay Advanced Amounts will apply from the date that an Indemnitee first has the right to act in the Plan's administration until expiration of the statute of limitations as it may be tolled or extended for each claim by the Indemnitee for payment of an Advanced Amount (the “**Claim Period**”). If a claim is made within the Claim Period, the obligation to pay Advanced Amounts will continue beyond the Claim Period until the final and nonappealable resolution of the claim.

(i) The rights to indemnification, advancement, and Fees for Fees under this section 18 are contractual rights that are in addition to, and not exclusive or in lieu of, the rights to indemnification, advancement, and Fees for Fees under the corporate governance documents of the Company and any other member of the Broader Group, any policy or plan of the Company and any other member of the Broader Group, any agreement with the Company and any other member of the Broader Group, and the rights to indemnification, advancement, and Fees for Fees under Delaware Law.

19. Governing Law. Except as to matters of federal Law, the Laws of the State of Delaware govern the provisions and administration of the Plan, Awards, and Award Agreements without regard to principles of conflicts of law or choice of law rules that would result in the application of the substantive Laws of any other jurisdiction.

20. Compliance With Applicable Requirements.

- (a) The Administrator and Board shall administer, construe, and interpret the Plan and each Award and Award Agreement to satisfy Applicable Requirements.
- (b) For Awards granted to Insiders when any class of equity security of the Company is registered under Section 12 of the Exchange Act, or any similar state, local, or foreign Law, the Plan is intended to satisfy the exemption under Rule 16b-3. Any provision of the Plan that conflicts with Rule 16b-3 does not apply to the extent of the conflict.
- (c) The following provisions govern the application of Code Section 409A:
- (i) The Administrator and Board shall administer, construe, and interpret the Plan and each Award and Award Agreement, and exercise each one's authority and discretion, to satisfy the requirements of Code Section 409A or an exemption thereto.
- (ii) To the extent that any benefit, distribution, or payment under an Award is nonqualified deferred compensation under Code Section 409A, and the benefit, distribution, or payment is provided or paid during the six months after the date of a Grantee's Separation From Service by reason of his or her Separation From Service, the following provisions apply. If the Grantee is a specified employee under Code Section 409A(a)(2)(B)(i) on the date of Separation From Service, the Company shall withhold the benefits, distributions, or payments to which the Grantee would be entitled from the date of Separation From Service through the end of the sixth month (the withheld amounts, the **"Grantee's Holdback Amounts"**). The Company shall provide, distribute, or pay the Grantee's Holdback Amounts in a single lump sum on the first business day of the seventh month after the date of Separation From Service, or if earlier within thirty days after the date of the Grantee's death after the Grantee's Separation From Service.
- (iii) Each separately identified amount will be treated as a separate payment, and any series of installment payments will be treated as a right to a series of separate payments, and not one of a series of payments treated as a single payment.
- (iv) If due to the conversion of an Incentive Stock Option to a Nonqualified Stock Option the Option would not satisfy the requirements of Code Section 409A or any exemption thereto, the Incentive Stock Option will terminate on the date that it no longer qualifies as an Incentive Stock Option.
- (v) Notwithstanding any other provision of the Plan, the Company, any other member of the Broader Group, Administrator, and Board do not make: (A) any representation that the provisions of the Plan and any Award or Award Agreement satisfy the requirements of Code Section 409A or any exemption thereto; and (B) any covenant that the administration of the Plan and any Award or Award Agreement will satisfy the requirements of Code Section 409A or any exemption thereto.
- (vi) Notwithstanding any other provision of the Plan, the Company, any other member of the Broader Group, Administrator, and Board do not have any obligation to prevent the occurrence of any of the following events under Code Section 409A: (A) acceleration of income recognition by any Grantee, Transferee, or beneficiary; (B) acceleration of the time for payment of any Tax; (C) acceleration of any Tax withholding obligation by the Company or any other member of the Broader Group; (D) imposition of any Tax; (E) imposition of interest or penalty; or (F) any combination of the events in clauses (A) to (E).
- (vii) This section 20(c) is subject to section 3(a)(vi)(D).
- (d) The following provisions govern the application of Code Section 457A:
- (i) The Administrator and Board shall administer, construe, and interpret the Plan and each Award and Award Agreement, and exercise each one's authority and discretion, to satisfy the requirements of Code Section 457A or an exemption thereto.
- (ii) Notwithstanding any other provision of the Plan, the Company, any other member of the Broader Group, Administrator, and Board do not make: (A) any representation that the provisions of the Plan and any Award or Award Agreement satisfy the requirements of Code Section 457A or any exemption thereto; and (B) any covenant that the administration of the Plan

and any Award or Award Agreement will satisfy the requirements of Code Section 457A or any exemption thereto.

(iii) Notwithstanding any other provision of the Plan, the Company, any other member of the Broader Group, Administrator, and Board do not have any obligation to prevent the occurrence of any of the following events under Code Section 457A: (A) acceleration of income recognition by any Grantee, Transferee, or beneficiary; (B) acceleration of the time for payment of any Tax; (C) acceleration of any Tax withholding obligation by the Company or any other member of the Broader Group; (D) imposition of any Tax; (E) imposition of interest or penalty; or (F) any combination of the events in clauses (A) to (E).

(iv) This section 20(d) is subject to section 3(a)(vi)(D).

(e) Notwithstanding any other provision of the Plan, the Company, any other member of the Broader Group, Administrator, and Board do not make: (i) any representation that any particular federal, state, local, or foreign Tax treatment for the Plan and any Award or Award Agreement will apply or be available to any Grantee, Transferee, or beneficiary; and (ii) any covenant that the administration of the Plan and any Award or Award Agreement will result in any particular federal, state, local, or foreign Tax treatment for any Grantee, Transferee, or beneficiary.

(f) If there is any conflict between the Plan and an Award or Award Agreement, the Plan will control. The Administrator and Board shall administer, construe, and interpret the Plan and Awards and Award Agreements to minimize or eliminate any conflict.

(g) Any reference to a statute includes the rules and regulations promulgated thereunder.

(h) Any reference to a statutory or regulatory provision includes the provision as amended, supplemented, or replaced.

(i) The Administrator and Board shall administer, construe, and interpret the provisions of the Plan and each Award and Award Agreement to be enforceable under Law.

(i) If a Juridical Body with competent jurisdiction to determine the enforceability of a provision determines that the provision is unenforceable, then to the fullest extent permitted by Law the Juridical Body is to revise the provision to the minimum extent necessary to make it enforceable, or disregard the provision to the extent that revision is not permitted by Law.

(ii) Regardless of whether a Juridical Body revises or disregards an unenforceable provision, the Juridical Body's action will not affect the enforceability of any other provision of the Plan, Award, and Award Agreement. In addition, the unenforceable provision will remain as written in all situations other than the ones in which the Juridical Body determines to be unenforceable.

21. Electronic Systems.

(a) The Company or Administrator in its exclusive discretion may distribute by Electronic Delivery the Plan, Award Agreements, account statements, prospectuses, reports of the Company generally provided to shareholders, and all other communications and documents related to the Plan, Awards, Award Agreements, and current and future participation in the Plan. For purposes of this section 21, "**Electronic Delivery**" means delivery through an online or electronic system maintained by the Company, any other member of the Broader Group, or a third-party designated by the Company or Administrator, by: (i) electronic mail or as an attachment within electronic mail; or (ii) sending a link to or posting on the Company intranet or an Internet website. A Grantee may obtain a paper copy without charge of any document distributed by Electronic Delivery by contacting the Administrator by telephone, postal service, or electronic mail at [insert email address].

(b) Solely for the purpose of administering the Plan, the Company or Administrator may collect and process in electronic or other form a Grantee's personal and service information, including without limitation Social Security number, other social insurance number, Tax identification number, passport or other identification number, resident registration number, other

identification number, home address, home email address, home and cell phone numbers, date of birth, nationality, employment or other service location and status, compensation and other terms of employment or service, directorships held, information for Tax withholding purposes, bank account information, and information on currently outstanding vested and unvested Awards, exercised Awards, forfeited or terminated Awards, and Shares and other securities of the Company currently held, previously Transferred, and forfeited (the “**Relevant Information**”).

(c) Solely for the purpose of administering the Plan, the Company or Administrator in its exclusive discretion may request that a Grantee: (i) authorize the Company, Administrator, and other members of the Broader Group to transfer Relevant Information in electronic or other form to brokers, escrow agents, and third-party vendors assisting in the administration of the Plan; (ii) authorize the Company, Administrator, other members of the Broader Group, and third-party vendors to collect, process, store, transfer, and otherwise use Relevant Information in electronic or other form; and (iii) waive any data privacy and protection rights that the Grantee may have in Relevant Information.

(d) In evaluating a potential Change-in-Control or Section 424 Corporate Transaction, and in consummating a Change-in-Control or Section 424 Corporate Transaction, the Company or Administrator in its exclusive discretion may request that a Grantee authorize the Company, Administrator, other members of the Broader Group, and brokers, escrow agents, and third-party vendors to transfer Relevant Information in electronic or other form to any potential or actual party to a Change-in-Control or Section 424 Corporate Transaction, and that party's attorneys, accountants, actuaries, financial advisors, investment bankers, and other advisors and representatives.

(e) Each Grantee acknowledges that: (i) the recipients of Relevant Information under section 21(c) or (d) may be located in the United States or another country, and that the recipient's country may have different data privacy and protection Laws than the United States or the Grantee's country of residency; (ii) Relevant Information will be held only as long as necessary to administer the Grantee's participation in the Plan, to evaluate or consummate a Change-in-Control or Section 424 Corporate Transaction, or to comply with Applicable Requirements; (iii) the Grantee may request a list of the names and addresses of potential recipients of the Grantee's Relevant Information, view the Grantee's Relevant Information, request information on the storage and processing of the Grantee's Relevant Information, and request any changes or corrections to the Grantee's Relevant Information, in each case without charge to the Grantee, by contacting the Administrator by telephone, postal service, or electronic mail at [insert email address]; and (iv) the Grantee may refuse to provide or withdraw any of the authorizations or waivers under section 21(c) or (d) by written notice to the Administrator.

(f) Each Grantee acknowledges that the refusal to provide any authorization or waiver under section 21(c) or (d), or the withdrawal of any authorization or waiver under section 21(c) or (d), may result in: (i) the Company, Administrator, and any other member of the Broader Group not making any Award, or issuing Shares or paying cash under any Award; (ii) the clawback and forfeiture of any Award, Shares issued or cash paid under any Award, or the cash proceeds received on disposition of any Shares issued under any Award; or (iii) any combination of the events under clauses (i) and (ii). The events under clauses (i) to (iii) will not adversely affect the Grantee's other compensation, or terms of employment or other service to the Company or any other member of the Broader Group.

(g) Any reference in the Plan, an Award, or Award Agreement to a written document includes any document provided by Electronic Delivery.

(h) The Company, Administrator, other members of the Broader Group, and a Grantee may use electronic mail (whether digital or encrypted), facsimile, email PDF, photo, Docusign/Echosign or a similarly accredited secure signature service, or any electronic signature that complies with the United States ESIGN Act of 2000 in signing any documents related an Award, Award Agreement, and current and future participation in the Plan. The Company, Administrator, other members of the Broader Group, and the Grantee are bound by any of these forms of signature, and acknowledge that the other party or parties rely on these forms of signature.

22. Headings and Captions. The headings and captions in the Plan and any Award or Award Agreement are used solely for convenience, and do not construe, define, expand, interpret, or limit any provision of the Plan.

23. Gender and Number. Whenever the context may require, any pronoun includes the corresponding masculine, feminine, or neuter form, and the singular includes the plural and vice versa.

24. Construction. The Administrator and Board shall not construe or interpret the terms “includes,” “including,” “includes without limitation,” and “including without limitation” to limit any provision or item that precedes or follows these terms to the specific or similar provisions or items that follow these terms. The principle of *ejusdem generis* does not apply when the Plan or an Award or Award Agreement uses these terms.

25. Definitions. The following terms have the following definitions:

(a) **“Administrator”** means one or more of the Board, Director and Officer Committee, and Regular Committee.

(b) **“Applicable Requirements”** means the requirements for equity compensation plans, any Award or Award Agreement, and indemnification, advancement, and Fees for Fees under: (i) federal corporate, employee benefits, employment, executive compensation, data privacy and protection, and securities Laws; (ii) the Code; (iii) state and local corporate, employee benefits, employment, executive compensation, data privacy and protection, securities, and Tax Laws; (iv) the rules of any Securities Market on which Shares subject to an Award are listed or quoted; and (v) the Laws of any foreign jurisdiction that apply to an Award.

(c) **“Award”** means the Options, SARs, Restricted Stock, and RSUs granted under the Plan, or the determination to make one or more grants of Options, SARs, Restricted Stock, or RSUs under the Plan.

(d) **“Award Agreement”** means the written agreement for an Award signed by the Grantee, the Company and any other member of the Broader Group to which the Grantee primarily provides services on the Grant Date, and any amendments thereto.

(e) **“Board”** means the Company's board of directors.

(f) **“Broader Group”** means the Company and each Broader Related Entity, Employer Corporation, ISO Parent, ISO Subsidiary, Related Entity, and Subsidiary.

(g) **“Broader Related Entity”** means: (i) a corporation that is a member of the same controlled group of corporations as the Company under Code Section 414(b). In applying Code Section 1563(a)(1)-(3), the language “at least 50 percent” is to be used instead of “at least 80 percent” each place it appears in Code Section 1563(a)(1)-(3); and (ii) a Person that is a member of the same group of trades or businesses under common control as the Company under Code Section 414(c). In applying Treasury Regulation Section 1.414(c)-2, the language “at least 50 percent” is to be used instead of “at least 80 percent” each place it appears in Treasury Regulation Section 1.414(c)-2. Whenever the Plan refers to a Broader Related Entity by reference to a Person other than the Company, that Person is to be substituted for the “Company” in this section 25(g).

(h) **“Cause”** means a Grantee's Involuntary Separation From Service for cause determined as follows. First, Cause means cause as defined in an Award or Award Agreement. Second, except as defined in an Award or Award Agreement, Cause means cause as defined in a written agreement between the Company or a Broader Related Entity and the Grantee in effect on the [Alternative 1: Grant Date.] [Alternative 2: date of Separation From Service.] [Alternative 3: Grant Date or date of Separation From Service.] Third, in the absence of a definition in an effective written agreement, and except as defined in an Award or Award Agreement, Cause means cause as defined in a written policy, change-in-control plan, or severance plan of the Company or a Broader Related Entity that applies to the Grantee and is in effect on the [Alternative 1: Grant Date.] [Alternative 2: date of Separation From Service.] [Alternative 3: Grant Date or date of Separation From Service.] For any

agreement, policy, or plan in which the definition of cause applies only on a change-in-control, that definition will not apply until a change-in-control is consummated, and only for a Separation From Service that occurs [Alternative 1: thereafter] [Alternative 2: within two years thereafter]. Fourth, in the absence of a definition in an effective written policy, change-in-control plan, or severance plan, and except as defined in an Award or Award Agreement, Cause means an Involuntary Separation From Service upon satisfaction of the following requirements:

(i) The Company or Broader Related Entity to which the Grantee primarily provides services terminates the Grantee's service for one or more of the following reasons within two years after the occurrence of one or more of the following acts, omissions, or events:

(A) the entry by a trial court of a final judgment of conviction of the Grantee of a felony as defined under the Laws of the United States or in the jurisdiction in which the crime was committed, or an equivalent crime in jurisdictions that do not use the classification of felony. The entry of the final judgment may occur after trial or from a guilty plea. Cause will exist regardless of whether the Grantee appeals the judgment;

(B) the Grantee's entry of a plea of nolo contendere to a felony as defined under the Laws of the United States or in the jurisdiction in which the alleged crime was committed, or an equivalent crime in jurisdictions that do not use the classification of felony. Cause will exist regardless of whether the Grantee appeals the judgment;

(C) the entry by a trial court of a final judgment of conviction of the Grantee of a misdemeanor as defined under the Laws of the United States or in the jurisdiction in which the crime was committed, or an equivalent crime in jurisdictions that do not use the classification of misdemeanor, and that involves bribery, counterfeiting, embezzlement, extortion, false statements or misleading omissions, forgery, fraud, misappropriation of assets, or receipt of kickbacks. The entry of the final judgment may occur after trial or from a guilty plea. Cause will exist regardless of whether the Grantee appeals the judgment;

(D) the Grantee's entry of a plea of nolo contendere to a misdemeanor as defined under the Laws of the United States or in the jurisdiction in which the alleged crime was committed, or an equivalent crime in jurisdictions that do not use the classification of misdemeanor, and that involves bribery, counterfeiting, embezzlement, extortion, false statements or misleading omissions, forgery, fraud, misappropriation of assets, or receipt of kickbacks. Cause will exist regardless of whether the Grantee appeals the judgment;

(E) [Alternative 1: the Grantee is arrested or charged with a felony as defined under the Laws of the United States or in the jurisdiction in which the alleged crime was committed, or an equivalent crime in jurisdictions that do not use the classification of felony, and the arrest or charge results in adverse publicity to the Company or any other member of the Broader Group;] [Alternative 2: the Grantee is arrested or charged with a felony as defined under the Laws of the United States or in the jurisdiction in which the alleged crime was committed, or an equivalent crime in jurisdictions that do not use the classification of felony;]

(F) the issuance of a final award, judgment, or order by a Juridical Body that disqualifies or bars the Grantee from satisfying any [Alternative 1: Material] [Alternative 2: nontrivial] obligation to the Company or any other member of the Broader Group for more than sixty consecutive days, or sixty days within a 120 consecutive day period, regardless of whether the Grantee appeals the award, judgment, or order;

(G) the issuance of a final determination by a Juridical Body that the Grantee violated any securities Laws, regardless of whether the determination was made after a hearing or trial, or on consent without admitting or denying any allegation of wrongdoing, and regardless of whether the Grantee appeals the determination;

(H) [Alternative 1: the Grantee's intentional violation of any Law that harms or threatens to harm any business or reputation of the Company or any other member of the Broader Group, or results in adverse publicity to the Company or

any other member of the Broader Group, is Materially disruptive to any business of the Company or any other member of the Broader Group, or results in adverse publicity to the Company or any other member of the Broader Group. This provision will not apply to a violation subject solely to a monetary fine of \$10,000 or less;] [Alternative 2: the Grantee's intentional violation of any Law that harms or threatens to harm any business of the Company or any other member of the Broader Group. This provision will not apply to a violation subject only to a monetary fine of \$10,000 or less;]

(I) [Alternative 1: the Grantee's violation of any Law governing any business of the Company or any other member of the Broader Group that harms or threatens to harm any business or reputation of the Company or any other member of the Broader Group, is Materially disruptive to any business of the Company or any other member of the Broader Group, or results in adverse publicity to the Company or any other member of the Broader Group. This section 25(h)(i)(I) will not apply if the Grantee acted: (I) in accordance with a written direction or policy of the Board or governing body of the member of the Broader Group; or (II) in reliance on the written advice of counsel to the Company or member of the Broader Group as requested by the Board or governing body of the member of the Broader Group;] [Alternative 2: the Grantee's violation of any Law governing any business of the Company or any other member of the Broader Group. This section 25(h)(i)(I) will not apply if the Grantee acted: (I) in accordance with a written direction or policy of the Board or governing body of the member of the Broader Group; or (II) in reliance on the written advice of counsel to the Company or member of the Broader Group as requested by the Board or governing body of the member of the Broader Group;]

(J) the Grantee's failure to obtain or maintain the professional qualifications necessary to perform the Grantee's service, including without limitation the licenses and registrations required by Government Bodies and self-regulatory organizations;

(K) the Grantee's failure, other than due to Disability, to satisfactorily perform any [Alternative 1: Material] [Alternative 2: nontrivial] duty on a regular basis. This provision will not apply solely to the Grantee's failure to attain any performance goals, or solely to the economic performance of the Company or any other member of the Broader Group;

(L) the Grantee's failure, other than due to Disability, to carry out the Board's or a member of the Broader Group's governing body's reasonable and achievable business directions consistent with the Grantee's position and Law;

(M) the Grantee's Material violation of any written policy of the Company or any other member of the Broader Group that generally applies to the Company's or member of the Broader Group's employees or a group of employees that includes the Grantee, and the violation harms or threatens to harm any business of the Company or any member of the Broader Group. This section 25(h)(i)(M) will apply only if the Company or member of the Broader Group provided the Grantee with written notice of the policy before the violation occurred;

(N) [Alternative 1: the Grantee's Material violation of any covenant in an Award or Award Agreement or employment agreement;] [Alternative 2: the Grantee's receipt of any Material improper personal benefit from the Grantee's Material violation of any covenant in an Award or Award Agreement or employment agreement, or any written policy of the Company or any other member of the Broader Group that generally applies to the Company's or member of the Broader Group's employees or a group of employees that includes the Grantee. This section 25(h)(i)(N) will apply only if the Company or member of the Broader Group provided the Grantee with written notice of the policy before the violation occurred;]

(O) the Grantee's Material violation of any duty of loyalty to the Company or any other member of the Broader Group, and the violation harms or threatens to harm any business of the Company or member of the Broader Group;

(P) the Grantee's receipt of written notice from the Board or governing body of a member of the Broader Group requesting the Grantee's full cooperation in any internal investigation, or investigation by a Government Body or self-regulatory organization, into the business practices of the Grantee, Company, or any other member of the Broader

Group (an “**Investigation**”), and the Grantee's failure to fully cooperate. Failure to fully cooperate includes without limitation the Grantee's refusal to be deposed or testify at a hearing or trial, or the failure to be fully truthful in providing evidence or testimony. Notwithstanding the foregoing provisions of this section 25(h)(i)(P), the Grantee will not have any obligation to waive the attorney-client privilege for communications between the Grantee and the Grantee's counsel, the work product privilege for the work of the Grantee's counsel, or the Grantee's constitutional privilege against self-incrimination;

(Q) the Grantee's intentional destruction or failure to preserve documents or other material known by the Grantee, or with reasonable diligence should have been known by the Grantee, to be relevant to any Investigation;

(R) the Grantee's inducement or encouragement of any Person not to fully cooperate in any Investigation, or not to produce or preserve documents or other materials in any Investigation;

(S) any conduct of the Grantee that Materially contributes to any stock of the Company being delisted or not quoted on a Securities Market;

(T) (I) any conduct of the Grantee intended to harm [Alternative 1: any business or the reputation of the Company or any other member of the Broader Group, is Materially disruptive to any business of the Company or any other member of the Broader Group, or results in adverse publicity to the Company or any other member of the Broader Group;] [Alternative 2: any business of the Company or any other member of the Broader Group;] or (II) any conduct of the Grantee that harms or threatens to harm [Alternative 1: any business or the reputation of the Company or any other member of the Broader Group, is Materially disruptive to any business of the Company or any other member of the Broader Group, or that results in adverse publicity to the Company or any other member of the Broader Group;] [Alternative 2: any business of the Company or any other member of the Broader Group;]

(U) the Grantee's making any statement that denigrates or disparages, or impugns the integrity of, the name, reputation, or any business of the Company or any other member of the Broader Group;

(V) the Grantee's appropriation of any business opportunity of the Company or any other member of the Broader Group for the Grantee's personal benefit, the benefit of a member of the Grantee's Immediate Family, or the benefit of a Family Entity;

(W) the Grantee's intentional interference with any business of the Company or any other member of the Broader Group;

(X) (I) the Grantee intentionally falsifies any information given to a Director or Officer of the Company, or a member of the governing body or Officer of any other member of the Broader Group; (II) the Grantee intentionally misleads a Director or Officer of the Company, or a member of the other governing body or Officer of any other member of the Broader Group, regarding any [Alternative 1: Material] [Alternative 2: nontrivial] matter; or (III) the Grantee intentionally provides a false certification to the Company or any other member of the Broader Group pertaining to its financial statements;

(Y) any act by the Grantee directed against the Company or any other member of the Broader Group of bribery, counterfeiting, embezzlement, extortion, false statements or misleading omissions, forgery, fraud, misappropriation of assets, or receipt of kickbacks. This section 25(h)(i)(Y) will not apply to a good faith dispute over the Grantee's claim for reimbursement of business expenses; or

(Z) any act of personal dishonesty by the Grantee that involves personal profit against the Company, any other member of the Broader Group, or any other Person having a Business relationship with the Company or any other member of the Broader Group. This section 25(h)(i)(Z) will not apply to a good faith dispute over the Grantee's claim for reimbursement

of business expenses; or

(AA) to the extent not covered by the foregoing provisions of this section 25(h)(i), the Grantee makes a misrepresentation to induce the Grantee's appointment as a Director, fails to attend meetings of the Directors on a regular basis after receipt of proper advance notice, engages in intentional misconduct, or engages in conduct that is cause for removal of a director under Delaware Law.

(BB) In furtherance and not in limitation of this section 25(h)(i), harm includes the Company's or any other member of the Broader Group's restatement of any of its financial statements for a completed fiscal period after the statement or statements were filed with the SEC.

(CC) For purposes of this section 25(h), conduct is not intentional if: (I) the Grantee [Alternative 1: reasonably believed] [Alternative 2: believed in good faith] that the Grantee's conduct was in the best interest of the Company or the member of the Broader Group to which the Grantee primarily provided services; (II) the Grantee acted in accordance with a resolution of the Board, or the board of directors or other governing body of the member of the Broader Group to which the Grantee primarily provided services; (III) the Grantee acted in accordance with the instructions of the CEO of the Company or other Officer senior to the Grantee of the Company or the member of the Broader Group to which the Grantee primarily provided services; or (IV) the Grantee acted on the advice of counsel to the Company or counsel to the member of the Broader Group to which the Grantee primarily provided services; and

(ii) [Alternative 1: If the Board, or governing body of the member of the Broader Group to which the Grantee primarily provides services, determines that Cause exists under section 25(h)(i)(J), (K), or (L), the Board, or governing body, shall provide the Grantee with written notice specifying in reasonable detail the conduct that constitutes Cause, and requesting the Grantee to cure the conduct. If within thirty days after receipt of the written notice the Grantee cures the conduct, Cause will no longer exist. During the cure period the Grantee will not vest in or exercise Options or SARs, vest in or acquire Restricted Stock, or vest in or receive distributions from RSUs.] [Alternative 2: If the Board or governing body of the member of the Broader Group to which the Grantee primarily provides services, determines that Cause exists under section 25(h)(i)(J), (K), or (L), the Board or governing body shall provide the Grantee with written notice specifying in reasonable detail the conduct that constitutes Cause, and requesting the Grantee to cure the conduct. If within thirty days after receipt of the written notice the Grantee cures the conduct, Cause will no longer exist. If a reasonable person in the Grantee's position would determine that more than thirty days is necessary to cure the conduct, and the Grantee commences a cure within thirty days and uses reasonable diligence thereafter to complete the cure, Cause will no longer exist. During the cure period the Grantee will not vest in or exercise Options or SARs, vest in or acquire Restricted Stock, or vest in or receive distributions from RSUs.]

[Alternative 1: (i) **"Change-in-Control"** means a change in ownership or control of the Company consummated through one of the following events:

(i) one Person, or more than one Person acting as a group as determined under Treasury Regulation Section 1.409A-3(i)(5)(v)(B), acquires ownership of the Company's stock that, together with stock previously held by the acquiror, is more than fifty percent of the total fair market value or total voting power of the Company's stock. If one Person, or more than one Person acting as a group, is considered to own more than fifty percent of the total fair market value or total voting power of the Company's stock, the acquisition of additional stock by the same Person or Persons acting as a group does not cause a change in ownership. An increase in the percentage of stock owned by one Person, or Persons acting as a group, as a result of a transaction in which the Company acquires its stock in exchange for property, will be treated as an acquisition of stock;

(ii) one Person, or more than one Person acting as a group as determined under Treasury Regulation Section 1.409A-3(i)(5)(v)(B) and (i)(5)(vi)(D), acquires or has acquired during the twelve months ending on the date of the most recent acquisition, ownership of the Company's stock that, together with stock previously held by the acquiror, possesses thirty percent or more of the total voting power of the Company's stock. If one Person, or more than one Person acting as a group,

is considered to own more than thirty percent of the total voting power of the Company's stock, the acquisition of additional stock by the same Person or Persons acting as a group does not cause a change in effective control. An increase in the percentage of stock owned by one Person, or Persons acting as a group, as a result of a transaction in which the Company acquires its stock in exchange for property, will be treated as an acquisition of stock;

(iii) a majority of the members of the Board is replaced during a twelve month period by directors whose appointment or election was not endorsed by a majority of the members of the Board before the date of appointment or election; or

(iv) one Person, or more than one Person acting as a group as determined under Treasury Regulation Section 1.409A-3(i)(5)(v)(B) and (i)(5)(vii)(C), acquires or has acquired during the twelve month period ending on the date of the most recent acquisition, assets from the Company that have a total gross fair market value equal to at least forty percent of the total gross fair market value of the Company's assets immediately before the acquisition or acquisitions. Gross fair market value means the fair market value of the Company's assets, or the fair market value of the assets being disposed of, without regard to any liabilities associated with these assets. Notwithstanding the foregoing provisions of this section 25(i)(iv), acquisitions of the Company's assets by the following Persons will not be treated as a change in the ownership of the assets: (A) a shareholder of the Company immediately before the acquisition in exchange for or with respect to the Company's stock; (B) a Person in which the Company owns stock with fifty percent or more of the total fair market value or total voting power of that Person's stock; (C) a Person, or more than one Person acting as a group, that owns fifty percent or more of the total fair market value or voting power of the Company's stock; or (D) a Person at least fifty percent of the total fair market value or voting power of which is owned by a Person or more than one Person acting as a group in clause (C). Except as provided in the foregoing provisions of this section 25(i)(iv), a Person's status will be determined immediately after the asset transfer.

(v) In determining whether a Change-in-Control has occurred, the attribution rules of Code Section 318 will apply to determine stock ownership. The stock subject to a vested option will be treated as owned by the individual who holds the vested option, and the stock subject to an unvested option will not be treated as owned by the individual who holds the unvested option. If a vested option is exercisable for stock that is not substantially vested under Treasury Regulation Section 1.83-3(b) and (j), the stock subject to the option will not be treated as owned by the individual who holds the option.

(vi) Whenever the Plan refers to the Change-in-Control of a Person other than the Company, that Person is to be substituted for the term "Company" in this section 25(i), and that Person's board of directors or other governing body is to be substituted for the term "Board" in this section 25(i).

(vii) Similar rules apply to determine whether a Change-in-Control of a noncorporate entity has occurred.]

[Alternative 2: (i) **"Change-in-Control"** means a change in ownership or control of the Company consummated through one of the following events:

(i) a transaction or series of related transactions in which a Person or group of Persons acquires or otherwise obtains beneficial ownership of [Alternative A: twenty percent or more] [Alternative B: thirty percent or more] [Alternative C: fifty percent or more] of the outstanding combined voting power of the Company's voting securities (the **"Company Voting Stock"**). In making this determination, the following acquisitions will not be taken into account: (A) any acquisition directly from the Company; (B) any acquisition by the Company or any of its Subsidiaries; (C) any acquisition by any employee benefit plan or its related trust maintained by the Company or any of its Subsidiaries; (D) any acquisition in a Business Combination under section 25(i)(iii)(A)-(C); (E) any acquisition by any individual who on the Effective Date was a Director or Officer of the Company or any of its Subsidiaries; (F) for any Award of a Grantee, any acquisition by the Grantee, a member of the Grantee's Immediate Family, a Family Entity, or any Person controlled by the Grantee; (G) any acquisition by an underwriter temporarily holding securities pursuant to a registered public offering of the securities; and (H) any acquisition by a Person or group of Persons that owns more than [Alternative A: twenty percent] [Alternative B: thirty percent] [Alternative C: fifty percent] of the outstanding Company Voting Stock;

(ii) [Alternative A: the individuals who are members of the Board as of the Effective Date (the “**Incumbent Board**”) cease to be a majority of the Board. An individual who becomes a Director after the Effective Date whose election, or nomination for election by the Company's shareholders, was approved by a vote of [Alternative I: a majority] [Alternative II: two-thirds] of the Directors then members of the Incumbent Board will be treated as a member of the Incumbent Board. Approval can occur by a Board vote that specifically approves the election or nomination, or by Board approval of the Company's proxy statement in which the individual is named as a nominee for Director without any objection. An individual will not be treated as a member of the Incumbent Board if: (A) a Person that has taken steps reasonably calculated to consummate a transaction under this section 25(i) designates that individual as a Director; or (B) an individual initially becomes a Director or nominee for Director as a result of an actual or threatened election contest for the election or removal of Directors, or other actual or threatened solicitation of proxies or consents by or on behalf of a Person other than the Board (an “**Election or Proxy Contest**”), including without limitation as a result of an agreement to avoid or settle an Election or Proxy Contest;] [Alternative B: during any two consecutive years, the individuals who at the beginning of the period constitute the Board (the “**Incumbent Board**”) cease to be a majority of the Board. An individual who becomes a Director after the beginning of the two-year period whose election, or nomination for election by the Company's shareholders, was approved by a vote of [Alternative I: a majority] [Alternative II: two-thirds] of the Directors then members of the Incumbent Board will be treated as a member of the Incumbent Board. Approval can occur by a Board vote that specifically approves the election or nomination, or by Board approval of the Company's proxy statement in which the individual is named as a nominee for Director without any objection. An individual will not be treated as a member of the Incumbent Board if: (A) a Person that has taken steps reasonably calculated to consummate a transaction under this section 25(i) designates that individual as a Director; or (B) an individual initially becomes a Director or nominee for Director as a result of an actual or threatened election contest for the election or removal of Directors, or other actual or threatened solicitation of proxies or consents by or on behalf of a Person other than the Board (an “**Election or Proxy Contest**”), including without limitation as a result of an agreement to avoid or settle an Election or Proxy Contest;]

(iii) [Alternative A: a combination, consolidation, merger, reorganization, statutory share exchange, or similar transaction involving the Company or any of its Subsidiaries that requires the approval of the Company's shareholders;] [Alternative B: a consolidation, merger, reorganization, statutory share exchange, or similar transaction involving the Company or any of its Subsidiaries,] or a sale, lease, exclusive license, or other disposition of all or substantially all of the Company's assets in a single transaction or series of related transactions; or the acquisition of assets or securities of another Person by the Company or any of its Subsidiaries (each, a “**Business Combination**”). A Change-in-Control will not result from a Business Combination if immediately after its consummation:

(A) all or substantially all of the Persons that were the beneficial owners of the outstanding Company Voting Stock immediately before the Business Combination, or that become beneficial owners of shares into which the Company Voting Stock was converted in the Business Combination, beneficially own: (I) more than [Alternative A: fifty percent] [Alternative B: fifty-five percent] [Alternative C: sixty percent] of the combined voting power of the outstanding voting securities of the Person resulting from the Business Combination or the Person that acquired all or substantially all of the Company's assets (the “**Surviving Person**”); or (II) more than [Alternative A: fifty percent] [Alternative B: fifty-five percent] [Alternative C: sixty percent] of the combined voting power of the outstanding voting securities of the ultimate parent that beneficially owns more than fifty percent of the combined voting power of the outstanding voting securities of the Surviving Person (the “**Ultimate Parent**”); and (III) the securities in clause (I) or (II) in substantially the same proportions as their ownership immediately before the Business Combination of the outstanding Company Voting Stock, or the equity securities into which the Company Voting Stock was converted in the Business Combination;

(B) no Person or group of Persons beneficially owns [Alternative A: twenty percent] [Alternative B: thirty percent] [Alternative C: fifty percent] or more of the combined voting power of the outstanding voting securities of the Surviving Person or Ultimate Parent. Solely for purposes of making this determination, a Person or group of Persons will not be treated as beneficially owning this percentage solely as a result of the voting power held in the Company before the

Business Combination;

(C) at least a majority of the members of the board of directors (or for a noncorporate entity the equivalent governing body) of the Surviving Person or Ultimate Parent were members of the Incumbent Board at the time of the Incumbent Board's approval of signing the initial agreement providing for the Business Combination, and no agreement or other arrangement is in place to change the composition of the board of directors (or equivalent governing body) after the Business Combination; or

(D) a Person acquires or otherwise obtains beneficial ownership of more than the permitted percentage of Company Voting Stock under section 25(i)(iii)(A) solely as a result of the Company's acquisition of Company Voting Stock that, by reducing the amount of Company Voting Stock outstanding, increases the proportional percentage of Company Voting Stock beneficially owned by that Person. If but for this section 25(i)(iii)(D) a Change-in-Control would occur as a result of the Company's acquisition of Company Voting Stock, and after the acquisition that Person becomes the beneficial owner of additional Company Voting Stock that increases the percentage of the outstanding Company Voting Stock beneficially owned by that Person, a Change-in-Control will occur.

(E) For purposes of this section 25(i)(iii): (I) a Person or group of Persons will be determined under Section 13(d)(3) or 14(d)(2) of the Exchange Act; (II) beneficial ownership will be determined under Rule 13d-3 of the Exchange Act; and (III) voting power will be determined by the outstanding voting securities entitled to vote generally in the election of directors or for a noncorporate entity the equivalent securities; or

(iv) [Alternative A: consummation of the complete liquidation or dissolution of the Company.] [Alternative B: the shareholders of the Company approve a plan of complete liquidation or dissolution of the Company, and the Company commences the complete liquidation or dissolution.]

(v) For any Award that provides for nonqualified deferred compensation under Code Section 409A, an event will not be considered a Change-in-Control unless the event also qualifies as a change in ownership, change in effective control, or change in ownership of a substantial portion of the assets under Treasury Regulation Section 1.409A-3(i)(5).

(vi) Whenever the Plan refers to the Change-in-Control of a Person other than the Company, that Person is to be substituted for the "Company" in this section 25(i), and that Person's board of directors or other governing body is to be substituted for the "Board" in this section 25(i).

(vii) Similar rules apply to determine whether a Change-in-Control of a noncorporate entity has occurred.]

(j) "**Code**" means the Internal Revenue Code of 1986, as amended, the final and temporary regulations promulgated thereunder, and substantial authorities under Code Section 6662.

(k) "**Committee**" means the Director and Officer Committee or the Regular Committee.

(l) "**Common Stock**" means: (i) the Company's common stock with a par value of \$0.01 per Share; (ii) any security into which the common stock is converted in an equity restructuring event under section 10(a); or (iii) any security designated by the Board in substitution for the common stock.

(m) "**Company**" means ABC, Inc., a Delaware corporation.

(n) "**Contractor**" means any Person, other than an Employee or Director, that performs services as an independent contractor to the Company or any other member of the Broader Group. A Contractor does not include a Person that performs services in an offering or sale of the Company's securities in a capital-raising transaction, or that promotes or maintains a market for the Company's securities.

(o) **“Director”** means a member of the Board, or the board of directors or other governing body of any member of the Broader Group.

(p) **“Disability”** means a Grantee's disability determined as follows. First, Disability means disability as defined in an Award or Award Agreement. Second, except as defined in an Award or Award Agreement, Disability means disability as defined in a written agreement between the Company or a Broader Related Entity and the Grantee in effect on the [Alternative 1: Grant Date.] [Alternative 2: date of Separation From Service.] [Alternative 3: Grant Date or date of Separation From Service] Third, in the absence of a definition in an effective written agreement, and except as defined in an Award or Award Agreement, Disability means disability as defined in a written policy of the Company or a Broader Related Entity that applies to the Grantee and is in effect on the [Alternative 1: Grant Date.] [Alternative 2: date of Separation From Service.] [Alternative 3: Grant Date or date of Separation From Service.] Fourth, in the absence of a definition in an effective written policy, and except as defined in an Award or Award Agreement, Disability means that a Grantee is [Alternative 1: unable to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment that can be expected to result in death, or that has lasted or can be expected to last for a continuous period of at least twelve months.] [Alternative 2: (i) unable to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment that can be expected to result in death or last for a continuous period of at least twelve months; or (ii) by reason of any medically determinable physical or mental impairment that can be expected to result in death or last for a continuous period of at least twelve months, receiving income replacement benefits for at least three months under an accident and health plan covering the Company's or a Broader Related Entity's employees. For purposes of determining the term of an Incentive Stock Option under section 7(d)(iii) and (ix), Disability means that a Grantee is unable to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment that can be expected to result in death, or that has lasted or can be expected to last for a continuous period of at least twelve months.] [Alternative 3: unable to perform the duties of the Grantee's position of employment or any substantially similar position of employment due to any medically determinable physical or mental impairment that can be expected to result in death or can be expected to last for a continuous period of not less than six months. For purposes of determining the term of an Incentive Stock Option under section 7(d)(iii) and (ix), Disability means that a Grantee is unable to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment that can be expected to result in death, or that has lasted or can be expected to last for a continuous period of at least twelve months.] [Use Alternative 3 with Alternative 2 of section 25(z)(i) in the definition of Separation From Service.]

(q) **“Employee”** means a common law employee of the Company or any other member of the Broader Group. An Employee does not include any person who is: (i) classified by the Company or any other member of the Broader Group as working on discrete projects; (ii) classified by the Company or any other member of the Broader Group as an independent contractor, as evidenced by its action in not withholding taxes from his or her compensation; (iii) working for an organization that provides goods or services (including without limitation temporary employee services) to the Company or any other member of the Broader Group and whom the Company or member does not treat as its common law employee, as evidenced by its action in not withholding taxes from his or her compensation; (iv) a leased employee under Code Section 414(n) of the Company or any other member of the Broader Group; or (v) included in a unit of employees covered by a collective bargaining agreement (as so determined by the Secretary of Labor) between employee representatives and the Company or any other member of the Broader Group.

(r) **“Employer Corporation”** means a corporation, other than the Company, to which an Employee primarily provides services. The Employer Corporation must have an ISO Parent or ISO Subsidiary, either of which may be the Company.

(s) **“Exchange Act”** means the Securities Exchange Act of 1934, as amended.

(t) **“Fair Market Value”** means, as of any date, the fair market value of a Share determined as follows:

(i) If the principal Securities Market for Shares is a national securities exchange, by the closing price on the date of

determination as reported on the composite tape. If a closing price was not reported on that date, then by the closing price on the last preceding trading day on which a closing price was reported;

(ii) [Alternative 1: If the principal Securities Market for Shares is not a national securities exchange, and the Shares are listed or quoted on an over-the-counter market that uses an interdealer quotation system, by the closing price on the date of determination as reported by that system. If a closing price was not reported on that date, then by the closing price on the last preceding trading day on which a closing price was reported;] [Alternative 2: If the principal Securities Market for Shares is not a national securities exchange, and the Shares are listed or quoted for trading on an over-the-counter market that uses an interdealer quotation system, by the average of the highest bid and lowest asked prices on the date of determination. If those prices were not reported on that date, then by the average of the highest bid and lowest asked prices on the last preceding day on which prices were reported;] [Alternative 3: If the principal Securities Market for Shares is not a national securities exchange, and the Shares are listed or quoted on an over-the-counter market that uses an interdealer quotation system, by the average of the closing bid and asked prices on the date of determination. If these prices were not reported on that date, then by the average of the closing bid and asked prices on the last preceding day on which prices were reported;] [Alternative 4: For any Shares that are not listed on the New York Stock Exchange or the NASDAQ Stock Market, but are of a class of securities registered under Section 12 of the Exchange Act and are listed on another exchange or traded on an over-the-counter market that uses an interdealer quotation system, by the highest bid and lowest asked prices averaged over twenty-one business days ending on the date of determination. The Administrator or Board must in the Award or Award Agreement: (A) irrevocably specify the commitment to grant the Award using this method before the beginning of the twenty-one day averaging period; and (B) designate the Grantee, the number of Shares in the Grantee's Award, and the use of this method before the beginning of the twenty-one day averaging period;]

(iii) For purposes of this section 25(t), for the grant of an Award the date of determination is the trading day immediately prior the Grant Date. For the exercise of an Option or SAR, the date of determination is the date notice of exercise is received by the Administrator or Board or its designee.

(iv) For any Award granted on or after the effectiveness of the Company's registration statement for its Initial Public Offering and before the first date on which Shares are listed or approved for listing on a national securities exchange, or are designated or approved for designation on an over-the-counter market that uses an interdealer quotation system, the price to the public or its equivalent as set forth on the cover page of the Company's final prospectus; or

(v) If the Administrator or Board in its reasonable discretion determines that the Shares are not readily tradable on a Securities Market, by one of the following methods that the Administrator or Board in its exclusive discretion determines appropriate:

(A) an independent written appraisal that satisfies the requirements of Code Section 401(a)(28)(C) as of a date within twelve months before the date of the event for which the appraisal is used (e.g., an Award's Grant Date) (the "**Appraisal**"). If the Administrator or Board in its reasonable discretion determines that the Appraisal does not reflect information available after the date of the Appraisal that may Materially affect the Company's value, then the Administrator or Board shall determine Fair Market Value by a new Appraisal; or

(B) the reasonable application of a reasonable valuation method that reflects all available information Material to the Company's value.

(v) Shares are treated as readily tradable on a Securities Market if they are regularly quoted by brokers or dealers making a market in the Shares.

(u) "**Family Entity**" means any Person in which: (i) the Grantee or Officer, (ii) one or more members of the Grantee's or Officer's Immediate Family; or (iii) any combination of the Persons under clauses (i) and (ii), owns an equity interest with at

least five percent of the total combined voting power of the equity interests entitled to vote, or at least five percent of the total fair market value of all classes of equity. In determining ownership, the rules of Treasury Regulation Sections 1.414(c)-3 and 1.414(c)-4 apply.

[Alternative 1: (v) “**Good Reason**” means a Grantee's voluntary Separation From Service from the Company or Broader Related Entity to which the Grantee primarily provides services on the date of Separation From Service upon satisfaction of the following requirements:

(i) The effective date of Separation From Service occurs no later than two years after the occurrence of one of the following events without the Grantee's written consent:

(A) a Material diminution in the Grantee's base salary;

(B) a Material diminution in the Grantee's authority, duties, or responsibilities;

(C) a Material diminution in the authority, duties, or responsibilities of the supervisor to whom the Grantee reports, including a requirement that the Grantee report to a corporate officer or employee instead of directly to the Board or board of directors or other governing body of the Broader Related Entity;

(D) a Material diminution in the budget over which the Grantee retains authority;

(E) a Material change in the geographic location at which the Grantee performs services; or

(F) any other conduct that is a Material breach by the Company or Broader Related Entity of any agreement governing the Grantee's services; and

(ii) The Grantee provides the Board, or the board of directors or other governing body of the Broader Related Entity, with written notice of the event under section 25(v)(i)(A)-(F) no later than ninety days after its initial occurrence. Upon receipt of the written notice, the Company or Broader Related Entity does not cure the event within thirty days.]

[Alternative 2: (v) “**Good Reason**” means a Grantee's voluntary Separation From Service from the Company or Broader Related Entity to which the Grantee primarily provides services on the date of Separation From Service in accordance with the following definitions and requirements. First, Good Reason means good reason as defined in an Award or Award Agreement. Second, except as defined in an Award or Award Agreement, Good Reason means good reason as defined in a written agreement between the Company or a Broader Related Entity and the Grantee in effect on the [Alternative A: Grant Date.] [Alternative B: date of Separation From Service.] [Alternative C: Grant Date or date of Separation From Service.] Third, in the absence of a definition in an effective written agreement, and except as defined in an Award or Award Agreement, Good Reason means good reason as defined in a written policy, change-in-control plan, or severance plan of the Company or a Broader Related Entity that applies to the Grantee and is in effect on the [Alternative A: Grant Date.] [Alternative B: date of Separation From Service.] [Alternative C: Grant Date or date of Separation From Service.] For any agreement, policy, or plan in which the definition of good reason applies only on a change-in-control, that definition will not apply until a change-in-control is consummated, and then only for a Separation From Service that occurs [Alternative A: thereafter] [Alternative B: within two years thereafter]. Fourth, in the absence of a definition in an effective written policy, change-in-control plan, or severance plan, and except as defined in an Award or Award Agreement, Good Reason means the Grantee's voluntary Separation From Service from the Company or Broader Related Entity to which the Grantee primarily provides services on the date of Separation From Service upon satisfaction of the following requirements:

(i) The effective date of Separation From Service occurs within two years after the occurrence of one of the following events without the Grantee's written consent:

(A) [Alternative A: a Material diminution in the Grantee's base salary;] [Alternative B: a Material diminution in the Grantee's base salary other than as part of an across-the-board reduction in base salaries that applies in the same manner to the same group of Employees as the Grantee;]

(B) [Alternative A: a Material diminution in the Grantee's authority, duties, or responsibilities. In furtherance of this section 25(v)(i)(B) and not in limitation thereof, if a transaction or other event results in a change in any business, status, or structure of the Company or a Broader Related Entity, and this change causes the foregoing Material diminution, the Material diminution comes within this section 25(v)(i)(B). The principle of *ejusdem generis* will not apply in determining whether any event is a Material diminution under this section 25(v)(i)(B);] [Alternative B: a Material diminution in the Grantee's authority, duties, or responsibilities. In furtherance of this section 25(v)(i)(B) and not in limitation thereof, upon consummation of a Reorganization or Sale, whether a material diminution occurs will be determined by reference to the combined group of the Surviving Entity and its Broader Related Entities. The principle of *ejusdem generis* will not apply in determining whether any event is a Material diminution under this section 25(v)(i)(B);] [Alternative C: a Material diminution in the Grantee's authority, duties, or responsibilities. In furtherance of this section 25(v)(i)(B) and not in limitation thereof, upon consummation of a Reorganization or Sale in which more than fifty percent of the voting securities entitled to elect directors of the Surviving Entity is beneficially owned under Rule 13d-3 of the Exchange Act by a second entity (the "**Parent Entity**"), whether a Material diminution occurs will be determined by reference to the Parent Entity. The principle of *ejusdem generis* will not apply in determining whether any event is a Material diminution under this section 25(v)(i)(B).]

(C) [Alternative A: [Alternative I: a Material diminution in the authority, duties, or responsibilities of the person to whom the Grantee reports.] [Alternative II: a requirement that the Grantee report to an Officer of the Company or Broader Related Entity other than the CEO or President of the Company or Broader Related Entity.] [Alternative III: a requirement that the Grantee report to an Officer or employee instead of to the Board, or board of directors or other governing body of a Broader Related Entity.] In furtherance of this section 25(v)(i)(C) and not in limitation thereof, if a transaction or other event results in a change in any business, status, or structure of the Company or a Broader Related Entity, and this change causes the foregoing Material diminution, the Material diminution comes within this section 25(v)(i)(C). The principle of *ejusdem generis* will not apply in determining whether any event is a Material diminution under this section 25(v)(i)(C);] [Alternative B: [Alternative I: a Material diminution in the authority, duties, or responsibilities of the person to whom the Grantee reports.] [Alternative II: a requirement that the Grantee report to an Officer of the Company or Broader Related Entity other than the CEO or President of the Company or Broader Related Entity.] [Alternative III: a requirement that the Grantee report to an Officer or employee instead of to the Board, or board of directors or other governing body of a Broader Related Entity.] In furtherance of this section 25(v)(i)(C) and not in limitation thereof, upon consummation of a Reorganization or Sale, whether a Material diminution occurs will be determined by reference to the combined group of the Surviving Entity and its Broader Related Entities. The principle of *ejusdem generis* will not apply in determining whether any event is a Material diminution under this section 25(v)(i)(C);] [Alternative C: [Alternative I: a Material diminution in the authority, duties, or responsibilities of the person to whom the Grantee reports.] [Alternative II: a requirement that the Grantee report to an Officer of the Company or Broader Related Entity other than the CEO or President of the Company or Broader Related Entity.] [Alternative III: a requirement that the Grantee report to an Officer or employee instead of to the Board, or the board of directors or other governing body of a Broader Related Entity.] In furtherance of this section 25(v)(i)(C) and not in limitation thereof, upon consummation of a Reorganization or Sale that results in a Parent Entity, whether a Material diminution occurs will be determined by reference to the Parent Entity. The principle of *ejusdem generis* will not apply in determining whether any event is a Material diminution under this section 25(v)(i)(C);]

(D) a Material reduction in the budget over which the Grantee has authority;

(E) the relocation of the Grantee's principal office that increases the Grantee's commute by more than [Alternative A:

thirty-five] [Alternative B: fifty] miles from the Grantee's principal residence on the Grant Date of the Grantee's first Award;

(F) the Company's or Broader Related Entity's failure to provide an annual bonus opportunity equal to or greater than the average of the Grantee's annual bonuses for the three calendar years immediately before the current calendar year. In determining the average of the Grantee's annual bonuses, the average includes a zero for any calendar year for which the Grantee did not receive an annual bonus. This section 25(v)(i)(F) will not apply to any clawback or forfeiture of an annual bonus resulting from the Grantee's violation of any agreement with the Company or a Broader Related Entity, any plan, program, or policy of the Company or a Broader Related Entity, or Law;

(G) the Company's or Broader Related Entity's assignment of travel obligations in a calendar year that are Materially more time-consuming than the Grantee's travel obligations in the prior calendar year;

(H) any amendment of the Company's or Broader Related Entity's corporate governance documents that has a Material adverse effect on the Grantee's rights to indemnification, advancement, or Fees for Fees; or

(I) any other conduct that is a Material breach by the Company or Broader Related Entity of any agreement for the Grantee's services. The principle of *ejusdem generis* will not apply in determining whether the conduct is a Material breach under this section 25(v)(i)(I); and

(ii) [Alternative A: The Grantee gives written notice to the Board, or board of directors or other governing body of the Broader Related Entity, of the event under section 25(v)(i) in reasonable detail within ninety days after its initial occurrence. Upon receipt of the written notice, the Company or Broader Related Entity does not cure the event within thirty days.]

[Alternative B: The Grantee gives written notice to the Board, or board of directors or other governing body of the Broader Related Entity of the event under section 25(v)(i) within ninety days after its initial occurrence, or if later, within ninety days after the earlier that the Grantee becomes aware of the event or with reasonable diligence should have become aware of the event. Upon receipt of the written notice, the Company or Broader Related Entity does not cure the event within thirty days, or if a reasonable person in the Company's or Broader Related Entity's position would determine that more than thirty days is necessary to cure the event, the Company or the Broader Related Entity does not commence a cure within thirty days, or does not use reasonable diligence thereafter to complete the cure.]]

(w) "**Government Body**" means: (i) the government of any country, state, county, or municipality; (ii) the government of any political subdivision of a country, state, county, or municipality (each of the governments in clauses (i) and (ii), a "**Government**"); (iii) any instrumentality of a Government; (iv) any other Person authorized by Law to perform any administrative, executive, judicial, legislative, military, police, or regulatory functions of a Government; (v) any intergovernmental organization; and (vi) any successor to the entities in clauses (i) to (v).

(x) "**Grant Date**" means the date on which the granting corporation or corporations complete the corporate action necessary to create a legally binding right in the Grantee to the Award. A corporate action is not complete until the date on which the maximum number of Shares that can be purchased or received under the Award is fixed or determinable, the minimum exercise or purchase price is fixed or determinable, and the class of stock subject to the Award and the Grantee's identity are designated. For Incentive Stock Options that are granted on the condition that the individual will become an Employee of the Company or an Employer Corporation, the Grant Date will not be before the date that the individual becomes an Employee.

(y) "**Grantee**" means an Employee, Director, or Contractor of the Company or any other member of the Broader Group that receives an Award, or any Person that holds an outstanding Award.

(z) "**Immediate Family**" means [Alternative 1: a: (i) child; (ii) stepchild; (iii) grandchild; (iv) parent; (v) stepparent; (vi) grandparent; (vii) spouse; (viii) former spouse; (ix) domestic partner; (x) former domestic partner; (xi) sibling; (xii) niece; (xiii) nephew; (xiv) mother-in-law; (xv) father-in-law; (xvi) son-in-law; (xvii) daughter-in-law; (xviii) brother-in-law; (xix) sister-in-

law (the individuals in clauses (i) to (xix), the **"Family Individuals"**); (xx) person sharing the Grantee's or Officer's household, other than a tenant or employee; (xxi) trust in which one or more Family Individuals, whether separately or together with the Grantee or Officer, own more than fifty percent of the beneficial interests; (xxii) foundation for which one or more Family Individuals, whether separately or together with the Grantee or Officer, control the management of its assets; and (xxiii) any other Person in which one or more Family Individuals, whether separately or together with the Grantee or Officer, own more than fifty percent of the total voting power or the total equity interests by value. Family Individuals are those individuals who have one of the foregoing relationships by birth, adoption, legal status, or marriage.] [Alternative 2: a family member of a Grantee or Officer as defined in the General Instructions to the Form S-8 Registration Statement under the Securities Act.]

(aa) **"Incentive Stock Option"** means an Option that the Administrator designates as an incentive stock option under Code Section 422 on the Grant Date, and satisfies the requirements for an incentive stock option under Code Section 422.

(bb) **"ISO Parent"** means any corporation, other than the Employer Corporation, in an unbroken chain of corporations of which the Company is a part and ending with the Employer Corporation, if on the Grant Date each of the corporations, other than the Employer Corporation, owns stock with at least fifty percent of the total combined voting power of all classes of stock in one of the other corporations in the chain. The Company can be an ISO Parent of the Employer Corporation.

(cc) **"ISO Subsidiary"** means any corporation, other than the Employer Corporation, in an unbroken chain of corporations of which the Company is a part and beginning with the Employer Corporation, if on the Grant Date each of the corporations, other than the last corporation in the chain, owns stock with at least fifty percent of the total combined voting power of all classes of stock in one of the other corporations in the chain. The Company can be an ISO Subsidiary of the Employer Corporation.

(dd) **"Initial Public Offering"** means [Alternative 1: the first day as of which sales of Shares are made to the public in the United States through an underwritten public offering and effective registration statement under the Securities Act that covers, together with any prior effective registrations: (i) at least twenty-five percent of the issued and outstanding Shares on a fully diluted basis; or (ii) Shares that, after the closing of the public offering, will be traded on the New York Stock Exchange, American Stock Exchange, National Association of Securities Dealers Automated Quotation System, or an equivalent internationally recognized securities exchange or quotation system.] [Alternative 2: the closing of the Company's first firm commitment underwritten public offering of Shares pursuant to an effective registration statement under the Securities Act, other than a registration statement relating solely to the sale of securities to employees of the Company or any other member of the Broader Group or a registration relating solely to an SEC Rule 145 transaction.]

(ee) **"Insider"** means an Officer, member of the Board, or any other Person whose transactions in Shares are subject to Section 16 of the Exchange Act or any similar state, local, or foreign Law.

(ff) **"Involuntary"** means a Grantee's involuntary Separation From Service as determined in the following order. First, Involuntary means an involuntary Separation From Service as defined in an Award or Award Agreement. Second, except as defined in an Award or Award Agreement, Involuntary means an involuntary Separation From Service as defined in a written agreement between the Company or a Broader Related Entity and the Grantee in effect on the [Alternative 1: Grant Date.] [Alternative 2: date of Separation From Service.] [Alternative 3: Grant Date or date of Separation From Service.] Third, in the absence of a definition in an effective written agreement, and except as defined in an Award or Award Agreement, Involuntary means an involuntary Separation From Service as defined in a written policy, change-in-control plan, or severance plan of the Company or a Broader Related Entity that applies to the Grantee and is in effect on the [Alternative 1: Grant Date.] [Alternative 2: date of Separation From Service.] [Alternative 3: Grant Date or date of Separation From Service.] For any agreement, policy, or plan in which the definition of Involuntary applies only on a change-in-control, that definition will not apply until a change-in-control is consummated, and then only for a Separation From Service that occurs [Alternative 1: thereafter] [within two years thereafter]. Fourth, in the absence of a definition in an effective policy, change-in-control plan, or severance plan, and except as defined in an Award or Award Agreement, Involuntary means a Separation From Service

due to the independent exercise of the unilateral authority of the Company or Broader Related Entity to which the Grantee primarily provides services to terminate the Grantee's service when the Grantee is willing and able to continue performing services. A Separation From Service is also Involuntary when the Company or Broader Related Entity does not renew a Grantee's contract when the contract expires, and the Grantee is willing and able to sign a new contract that provides terms and conditions substantially similar to those in the expiring contract, and to continue to perform services. A Separation From Service is not Involuntary if it occurs upon the Grantee's implicit or explicit request.

(gg) “**Juridical Body**” means a: (i) court; (ii) single arbitrator or panel of arbitrators; (iii) Government Body; or (iv) self-regulatory organization.

(hh) “**Law**” means: (i) an administrative or judicial decision that Persons other than those to whom the decision was issued can rely on; (ii) an ordinance or statute; (iii) a regulation or rule; or (iv) any combination of the items in clauses (i) to (iii).

(ii) “**Material**” means: (i) a level of significance that would have affected the decision of a reasonable person in the position of the Person subject to a provision requiring that an act, omission, or event be Material; and (ii) as a result, whether in whole or in part of the act, omission, or event being Material, that Person would receive a benefit, payment, entitlement, or advantage, or be able to exercise a right.

(jj) “**Nonemployee Director**” means [Alternative 1: a Director who is not a current Employee or Officer of the Company or any other member of the Broader Group, and does not receive compensation from the Company or a member of the Broader Group for services performed as a Contractor.] [Alternative 2: a Director who: (i) is not a current Employee or Officer of the Company or any other member of the Broader Group, does not receive compensation from the Company or any other member of the Broader Group for services performed as a Contractor other than for an amount for which Item 404(a) of Regulation S-K under the Securities Act (“**Regulation S-K**”) does not require disclosure, does not have an interest in any other transaction for which Item 404(a) of Regulation S-K requires disclosure, and does not have a business relationship for which Item 404(b) of Regulation S-K requires disclosure; or (ii) is otherwise a nonemployee director under Rule 16b-3.]

(kk) “**Nonqualified Stock Option**” means: (i) an Option that the Administrator designates as a nonqualified stock option on the Grant Date; or (ii) an Incentive Stock Option that does not satisfy the requirements of Code Section 422 after the Grant Date.

(ll) “**Officer**” means any individual who is an officer of the Company or any other member of the Broader Group under Rule 16a-1(f) under the Exchange Act.

(mm) “**Option**” means an Incentive Stock Option or Nonqualified Stock Option to purchase a specified number of Shares.

(nn) “**Person**” means an association, business trust, corporation, estate, general partnership, individual, limited liability company, limited liability partnership, limited partnership, sole proprietor, trust, or other entity.

(oo) “**Plan**” means the ABC, Inc. Equity Compensation Plan as it may be amended.

(pp) “**Related Entity**” means any corporation or other entity, other than the Company, in an unbroken chain of corporations or other entities beginning with the Company in which each corporation or other entity has a controlling interest in another corporation or other entity in the chain, and ending with the corporation or other entity to which the Grantee primarily provides services on the Grant Date. For a corporation, a controlling interest means ownership of stock with at least fifty percent of total combined voting power of all classes of stock, or at least fifty percent of the total fair market value of all classes of stock. For a partnership or limited liability company, a controlling interest means ownership of at least fifty percent of the profits interest or capital interest of the entity. In determining ownership, the rules of Treasury Regulation Sections 1.414(c)-3 and 1.414(c)-4 apply.

(qq) “**Reorganization**” means a consolidation, merger, exchange offer combined with a consolidation or merger, statutory share exchange, or similar transaction involving the Company or a Broader Related Entity.

(rr) “**Restricted Stock**” means Shares issued or to be issued for a specified purchase price, if any, and subject to the clawback and forfeiture rights and obligations, repurchase rights and obligations, rights of first refusal, Transfer restrictions, vesting conditions, and other provisions that the Administrator or Board in its exclusive discretion determines appropriate.

(ss) “**RSU**” means a restricted stock unit that entitles the Grantee to receive one Share on the date of distribution or an amount in cash equal the Fair Market Value of one Share as of the date of distribution.

(tt) “**Rule 16b-3**” means Rule 16b-3 under the Exchange Act.

(uu) “**Sale**” means a lease, sale, or other disposition of all or substantially all of the Company's or a Broader Related Entity's consolidated assets, including without limitation by a series of transactions.

(vv) “**SAR**” means a stock appreciation right that entitles the Grantee to receive Shares or cash on exercise, or any combination thereof, with a value equal to the product of the number of Shares subject to the stock appreciation right being exercised multiplied by the excess of the Fair Market Value of a Share on the exercise date over the exercise price.

(ww) “**Section 424 Corporate Transaction**” means the occurrence, in a single transaction or series of related transactions of one the following transactions: (i) a sale or other disposition of all or substantially all of the consolidated assets of the Company and its Subsidiaries; (ii) a sale or other disposition of more than fifty percent of the Company's outstanding stock; (iii) consummation of a consolidation, merger, or similar transaction after which the Company is not the surviving corporation; (iv) consummation of a consolidation, merger, or similar transaction after which the Company is the surviving corporation but the Shares outstanding immediately preceding the consolidation, merger, or similar transaction are converted or exchanged by reason of the transaction into cash, securities, or other property; or (v) a distribution by the Company other than an ordinary dividend or a stock split or stock dividend under Treasury Regulation Section 1.424-1(e)(4)(v).

(xx) “**Securities Act**” means the Securities Act of 1933, as amended.

(yy) “**Securities Market**” means: (i) a national securities exchange that is registered under Section 6 of the Exchange Act; (ii) a foreign national securities exchange that is officially recognized, sanctioned, or supervised by a Government Body; or (iii) any over-the-counter market that uses an interdealer quotation system. An interdealer quotation system is any system of general circulation to brokers and dealers that regularly disseminates quotations of stocks and securities by identified brokers or dealers, other than by quotation sheets that are prepared and distributed by a broker or dealer in the regular course of business and that contain only quotations of that broker or dealer.

(zz) “**Separation From Service**” means the Grantee's separation from service as an Employee, Director, and Contractor of the Company and its Broader Related Entities when the Grantee dies, retires, or otherwise terminates service as follows:

(i) Employment will be treated as continuing while the Grantee is on military leave, sick leave, or other bona fide leave of absence, as long as the period of leave does not exceed six months, or if longer, as long as the Grantee's right to reemployment with the Company or a Broader Related Entity is provided under contract or statute. [Alternative 1: A leave of absence will be bona fide only if the Company or Broader Related Entity and Grantee reasonably expect that the Grantee will return to perform services for the Company or a Broader Related Entity. When the leave exceeds six months and the Grantee's right to reemployment is not provided under contract or statute, the Grantee's employment will be deemed to terminate on the first business day after the six month period;] [Alternative 2: A leave of absence will be bona fide only if the Company or Broader Related Entity and Grantee reasonably expect that the Grantee will return to perform services for the Company or a Broader Related Entity. When the period of leave is not due to Disability and exceeds six months, and the Grantee's right to reemployment is not provided under contract or statute, the Grantee's employment will be deemed to

terminate on the first business day after the six month period. When the period of leave is due to Disability and exceeds twenty-nine months, and the Grantee's right to reemployment is not provided under contract or statute, the Grantee's employment will be deemed to terminate on the first business day after the twenty-nine month period;] [Use Alternative 2 with Alternative 3 of section 25(p) in the definition of Disability.]

(ii) A Director or Contractor will have a Separation From Service upon the expiration of the contract, and if there is more than one contract, all contracts, under which he or she performs services. The expiration must be a good faith and complete termination of the contractual relationship; and

(iii) If the Grantee performs services in more than one capacity, the Grantee must separate from service in all capacities as an Employee, Director, and Contractor. Notwithstanding the foregoing provision, if the Grantee provides services both as an Employee and a Director, the services provided as a Director will not be taken into account in determining whether the Grantee has a Separation From Service as an Employee under a nonqualified deferred compensation plan in which the Grantee participates as an Employee and that is not aggregated under Code Section 409A or 457A with any plan in which the Grantee participates as a Director. In addition, if the Grantee provides services both as an Employee and a Director, the services provided as an Employee will not be taken into account in determining whether the Grantee has a Separation From Service as a Director under a nonqualified deferred compensation plan in which the Grantee participates as a Director and that is not aggregated under Code Section 409A or 457A with any plan in which the Grantee participates as an Employee.

(iv) Whenever the Plan refers to the Separation From Service of an Indemnitee, the term "Indemnitee" is to be substituted for "Grantee" in this section 25(zz).

(aaa) "**Share**" means a share of Common Stock.

(bbb) "**Subsidiary**" means any corporation or other entity, other than the Company, in an unbroken chain of corporations or other entities beginning with the Company in which each corporation or other entity has a majority interest in another corporation or other entity in the chain. For a corporation, a majority interest means ownership of more than fifty percent of the total fair market value and total voting power of the stock. For a partnership or limited liability company, a majority interest means ownership of more than fifty percent of the profits and capital interests. In determining ownership, the rules of Treasury Regulation Sections 1.414(c)-3 and 1.414(c)-4 apply.

(ccc) "**Substitute Award**" means an Award designated as such and that satisfies the following requirements: (i) the Award is granted upon assumption of, or in substitution or exchange for, outstanding employee equity awards previously granted, or the right or obligation to make future awards, in each case by a Person acquired by the Company or other member of the Broader Group or with which the Company or other member of the Broader Group combines; (ii) which outstanding awards were granted under an equity compensation plan that was approved by that Person's shareholders other than in contemplation of the acquisition or combination; and (iii) the Award is granted to individuals who become Employees or Directors of the Company or any other member of the Broader Group in the acquisition or combination, or who become former employees or directors of that Person in the acquisition or combination. An Award granted to induce an individual to become an Employee of the Company or other member of the Broader Group and replace any awards that the individual forfeited when leaving a former employer will not be a Substitute Award.

(ddd) "**Surviving Entity**" means, in a Reorganization, the entity resulting from the Reorganization, and in a Sale, the entity that acquires all or substantially all of the Company's or a Broader Related Entity's assets.

(eee) "**Tax**" or "**Taxes**" means one or more federal, state, local, and foreign employment, excise, income, payroll, and social insurance taxes.

(fff) "**Transfer**" means, whether involuntarily by operation of Law or contract or voluntarily, to assign, encumber, exchange, grant an option or other right, hedge, hypothecate, margin, pledge, protect against the risk of price fluctuations, sell, transfer,

or otherwise dispose of. The creation of a derivative security that has the same effect as any of these acts will be a Transfer.

General Information