

**THIS DOCUMENT CONSTITUTES PART OF A PROSPECTUS COVERING
SECURITIES THAT HAVE BEEN REGISTERED UNDER
THE SECURITIES ACT OF 1933.**

The date of this document is May 19, 2021.

FAQs for Non-US participants updated February 2, 2022.

**ENPHASE ENERGY, INC.
2021 EQUITY INCENTIVE PLAN**

TO OUR EMPLOYEES, DIRECTORS AND CONSULTANTS:

Enphase Energy, Inc. (the “*Company*”) is pleased to provide you with information regarding our 2021 Equity Incentive Plan, referred to in these materials as the “*Plan*.” We believe that the Plan is an important part of the benefits we provide to our employees, directors and consultants. We hope you will take the time to review this information carefully.

The Plan is designed to provide you with an opportunity to share in our growth. We believe that the Plan assists us in attracting, motivating, and retaining qualified employees, directors and consultants, and in building a satisfying long-term relationship with those individuals through recognition of their contributions to the Company.

The Plan provides for the discretionary grant of incentive stock options, nonstatutory stock options, stock appreciation rights, restricted stock awards, restricted stock unit awards, performance stock awards, and other stock awards to our employees, directors and consultants. We currently intend to award only options and restricted stock unit awards. In the event that other types of awards are granted in the future, we will provide additional information describing those awards.

We have divided our discussion of the Plan into three parts. The first part of this document describes the terms of the Plan. The second part of this document describes the U.S. tax consequences of participation in the Plan. The third part of this document describes the tax consequences of participation in the Plan if you reside and/or work in a country outside the U.S.

The following information is intended as a summary. It may not answer all of the questions you might have about the Plan and is not intended to go into every detail of the Plan. In addition, please note that the terms of awards under the Plan are not required to be the same for everyone. You should have received a grant notice and award agreement describing the terms and conditions of your award. Please note that if there are any inconsistencies between the information in this prospectus and the terms of the Plan (or your award), the terms of the Plan (or your award) will control.

A copy of the Plan can be obtained from the Stock Plan Administrator at Enphase Energy, Inc., 47281 Bayside Parkway, Fremont, California 94538, (707) 774-7000. The Stock Plan Administrator is also available to answer your additional questions.

INFORMATION ABOUT THE COMPANY

An important part of your participation in the Plan is understanding the Company, our products, operations, and financial condition. You can keep yourself informed about the Company by reviewing proxy statements, reports to stockholders, and other documents that we prepare for our stockholders and the general public. If you become one of our stockholders, you will be entitled to attend our stockholder meetings and to vote in the election of directors and on other matters brought before the stockholders.

The United States federal securities laws require the Company to provide information about our business and financial status in (a) annual reports, commonly filed on a Form 10-K; (b) quarterly reports, commonly filed on a Form 10-Q; and (c) current reports relating to important corporate events occurring during the year, commonly filed on a Form 8-K. These reports are filed with the Securities and Exchange Commission (the “**SEC**”). The Company also prepares and files with the SEC a proxy statement in connection with our annual meeting of stockholders. The proxy statement provides further information about the Company and our officers, non-employee directors, and major stockholders. From time to time the Company may also file other documents with the SEC as required by Sections 13(a), 13(c), 14 and 15(d) of the Securities Exchange Act of 1934, as amended (the “**Exchange Act**”).

The following documents we filed with the SEC are incorporated by reference into these materials, which constitute the prospectus for the Plan:

- (a) The Company’s latest annual report on Form 10-K filed pursuant to Sections 13(a) or 15(d) of the Exchange Act, or either (i) our latest prospectus filed pursuant to Rule 424(b) under the Securities Act of 1933, as amended (the “**Securities Act**”), that contains audited financial statements for our latest fiscal year for which such statements have been filed, or (ii) our effective registration statement on Form 10 or 20-F filed under the Exchange Act containing audited financial statements for our latest fiscal year.
- (b) All other reports filed pursuant to Sections 13(a) or 15(d) of the Exchange Act since the end of the fiscal year covered by the annual report, the prospectus or the registration statement referred to in (a) above.
- (c) The description of our common stock that is contained in a registration statement filed under the Exchange Act, including any amendment or report filed for the purpose of updating such description.

All reports and other documents filed pursuant to Sections 13(a), 13(c), 14 and 15(d) of the Exchange Act will be deemed to be incorporated by reference herein and to be a part of this prospectus from the date of the filing of such reports and documents, if such reports or other documents are filed (a) after the date of this prospectus, and (b) prior to the filing of a post-effective amendment that indicates that all securities offered pursuant to the registration statement on Form S-8 we filed with the SEC registering the shares reserved under the Plan have been sold or which deregisters all securities then remaining unsold.

A copy of these documents is always available without charge and upon written or oral request directed to the Stock Plan Administrator at Enphase Energy, Inc., 47281 Bayside Parkway, Fremont, California 94538, (707) 774-7000. If you are already one of our stockholders or a participant in any of our equity incentive plans, you should receive either paper or electronic copies of our proxy statement, reports

to stockholders, and other stockholder communications. Alternatively, copies of the most recent reports containing audited financial statements for our most recent fiscal year (which may be the final prospectus by which shares of our common stock are sold to the general public or the annual report to our stockholders), are available through the Company's filings with the SEC on the following web site:

<http://www.sec.gov/edgar/searchedgar/companysearch.html>.

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PART I - TERMS OF THE PLAN

GENERAL PLAN PROVISIONS

1. WHAT IS THE BASIC STRUCTURE OF THE PLAN?

The Plan is the successor to and continuation of the Enphase Energy, Inc. 2011 Equity Incentive Plan (the “**Prior Plan**”). The Plan provides for the discretionary grant of incentive stock options, nonstatutory stock options, stock appreciation rights, restricted stock awards, restricted stock unit awards, performance stock awards, and other stock awards (collectively, the “**awards**”) to our employees, directors and consultants. Incentive stock options and nonstatutory stock options are collectively referred to as “**options**.” Incentive stock options may be granted only to employees of the Company or our affiliates. We currently intend to award only options and restricted stock unit awards.

2. WHEN DID THE PLAN BECOME EFFECTIVE?

The Plan was adopted by the board of directors of the Company (the “**Board**”) on March 25, 2021 (the “**Adoption Date**”). The Plan became effective on May 19, 2021 (the “**Effective Date**”), the date of the annual meeting of stockholders of the Company held in 2021 at which the Plan was approved by the Company’s stockholders.

3. WHO DETERMINED WHETHER I RECEIVED AN AWARD AND ITS TERMS?

The Board administers and interprets the provisions of the Plan. The Board has delegated concurrent authority to administer and interpret the Plan to the compensation committee (the “**Committee**”), and the Committee has further delegated limited authority to make certain grants to non-officer employees to our CEO. Accordingly, the decision to grant an award to any particular individual is made (generally after review of input from management) by the CEO, the Committee or the Board. The Board may ratify or approve any grants as it deems appropriate, to the extent consistent with applicable tax and securities laws. The Board also approves and administers all grants made to non-employee directors.

The Committee is currently composed of two members of the Board. Each member of the Committee serves for so long as the Board deems appropriate and may be removed by the Board at any time. References to the Board in this document should be construed as references to the Committee, as applicable. When the Committee grants an award, the Committee has the discretion to determine the terms of the award, including the number of shares the award will cover. The CEO may only determine the recipient and the number of shares of stock (within a range determined by the Committee) subject to awards; the other terms of the awards are determined by the Committee or the Board.

Members of the Board normally are nominated by the Board and elected by the stockholders of the Company for staggered, three-year terms. All directors hold office until the expiration of their term for which elected and until their successors are elected and qualified or until their earlier death, resignation, or removal from office. The entire Board or any individual director may be removed from office, prior to the expiration of a Board member’s term of office, only in the manner and within the limitations provided by our bylaws and the law of Delaware. Information about the current members of the Board and the Committee is provided in the proxy statement for our last annual meeting of stockholders.

4. HOW MANY SHARES OF COMMON STOCK MAY BE ISSUED UNDER THE PLAN?

Subject to the provisions of the Plan relating to capitalization adjustments, the aggregate number of shares of our common stock that may be issued pursuant to awards under the Plan from and after the Effective Date (the “**Share Reserve**”) will not exceed: (A) the sum of (x) 9,530,000 new shares and (y) the Prior Plan Returning Shares (as defined in the Plan and described below), if any, as such shares become available for issuance under the Plan from time to time; minus (B) the number of shares subject to any award granted under the Prior Plan after March 22, 2021 but prior to the Effective Date.

The Share Reserve will not be reduced by any of the following shares of our common stock and such shares will remain available for issuance under the Plan: (i) any shares subject to an award that are not issued because such award or any portion thereof expires or otherwise terminates without all of the shares covered by such award having been issued; and (ii) any shares subject to an award that are not issued because such award or any portion thereof is settled in cash.

The following shares of our common stock will revert to the Share Reserve and become available again for issuance under the Plan: (i) any shares issued pursuant to an award that are forfeited back to or repurchased by the Company because of the failure to meet a contingency or condition required for the vesting of such shares; (ii) any shares that are reacquired or withheld (or not issued) by the Company to satisfy the purchase price of a Full Value Award (as defined in the Plan and described below) granted under the Plan; and (iii) any shares that are reacquired or withheld (or not issued) by the Company to satisfy a tax withholding obligation in connection with a Full Value Award granted under the Plan.

The following shares of our common stock will not revert to the Share Reserve or become available again for issuance under the Plan: (i) any shares that are reacquired or withheld (or not issued) by the Company to satisfy the exercise or strike price of an Appreciation Award (as defined in the Plan and described below) granted under the Plan or the Prior Plan (including any shares subject to such Appreciation Award that are not delivered because such Appreciation Award is exercised through a reduction of shares subject to such Appreciation Award (*i.e.*, “net exercised”)); (ii) any shares that are reacquired or withheld (or not issued) by the Company to satisfy a tax withholding obligation in connection with an Appreciation Award granted under the Plan or the Prior Plan; (iii) any shares repurchased by the Company on the open market with the proceeds of the exercise or strike price of an Appreciation Award granted under the Plan or the Prior Plan; and (iv) in the event that a Stock Appreciation Right (as defined in the Plan) granted under the Plan or a stock appreciation right granted under the Prior Plan is settled in shares of our common stock, the gross number of shares of our common stock subject to such award.

Subject to the Share Reserve and the provisions of the Plan relating to capitalization adjustments, the aggregate maximum number of shares of our common stock that may be issued pursuant to the exercise of incentive stock options will be 30,000,000 shares.

The stock issuable under the Plan will be shares of authorized but unissued or reacquired common stock, including shares repurchased by the Company on the open market or otherwise.

For purposes of the Plan, “**Prior Plan Returning Shares**” generally means: (i) any shares of our common stock subject to a Prior Plan Award (as defined in the Plan and described below) that on or following the Effective Date are not issued because such Prior Plan Award or any portion thereof expires or otherwise terminates without all of the shares covered by such Prior Plan Award having been issued; (ii) any shares of our common stock subject to a Prior Plan Award that on or following the Effective Date are not issued because such Prior Plan Award or any portion thereof is settled in cash; (iii) any shares of

our common stock issued pursuant to a Prior Plan Award that on or following the Effective Date are forfeited back to or repurchased by the Company because of the failure to meet a contingency or condition required for the vesting of such shares; (iv) any shares of our common stock that on or following the Effective Date are reacquired or withheld (or not issued) by the Company to satisfy the purchase price of a Prior Plan Award that is a Full Value Award; and (v) any shares of our common stock that on or following the Effective Date are reacquired or withheld (or not issued) by the Company to satisfy a tax withholding obligation in connection with a Prior Plan Award that is a Full Value Award.

For purposes of the Plan, “**Prior Plan Award**” generally means an award granted under the Prior Plan that is outstanding as of the Effective Date.

For purposes of the Plan, “**Appreciation Award**” generally means an option or stock appreciation right granted under the Plan or the Prior Plan, in each case with respect to which the exercise or strike price (per share) is at least 100% of the fair market value of the common stock subject to the option or stock appreciation right, as applicable, on the date of grant.

For purposes of the Plan, “**Full Value Award**” generally means an award granted under the Plan or the Prior Plan, in each case that is not an Appreciation Award.

5. WILL I CONTINUE TO RECEIVE AWARDS AS LONG AS I PROVIDE SERVICES TO THE COMPANY?

Whether or not awards will be granted to you under the Company’s equity compensation plans will depend on many factors, such as your performance, the Company’s overall performance, the Board’s then current policy on granting awards, and the number of shares remaining in the Plan and our other equity compensation plans. Further, the Board has the authority to stop granting awards and to terminate the Plan at any time. However, any such termination of the Plan would not materially impair your rights under your then-outstanding awards without your consent, except as otherwise provided for in the Plan or your awards.

You should note that your receipt of awards under the Plan does not alter any right of the Company or any of our affiliates to terminate your employment, service as a director or engagement as a consultant at any time and for any reason, with or without cause.

6. CAN THE BOARD TERMINATE THE PLAN OR CHANGE ITS TERMS?

Generally, the Board decides whether to terminate the Plan or change its terms. The Board has the authority to amend the Plan to change its terms, including to increase the number of shares available under the Plan or to take into account changes in the tax or securities laws. These changes may be presented to the stockholders of the Company for approval at a meeting of the Company’s stockholders.

OPTIONS

7. WHAT IS AN OPTION?

An option gives you the right to purchase a specified number of shares of the Company’s common stock at a fixed price per share (the “exercise price”) payable at the time the option is exercised. An option may be either a nonstatutory stock option or an incentive stock option.

8. WHAT IS THE DIFFERENCE BETWEEN NONSTATUTORY STOCK OPTIONS AND INCENTIVE STOCK OPTIONS?

The primary difference between nonstatutory stock options and incentive stock options is the income taxation of such options for you and the Company. For the U.S. federal income tax treatment of nonstatutory stock options see Questions 39 through 43 in Part II of this prospectus. For the U.S. federal income tax treatment of incentive stock options, see Questions 44 through 51 in Part II of this prospectus.

The rules governing the tax effects of nonstatutory stock options and incentive stock options are complex. As a result, you should carefully read the tax information provided in Part II of this prospectus and consult your personal tax advisor for information regarding your specific situation.

9. IS THERE A LIMIT ON THE NUMBER OF SHARES THAT THE BOARD CAN GRANT ME UNDER INCENTIVE STOCK OPTIONS?

Yes. The Internal Revenue Code of 1986, as amended (the “*Code*”) restricts the Board’s ability to grant you incentive stock options if the aggregate value of the shares that you may receive upon exercise (whether or not you actually exercise the option) for the first time during any calendar year is greater than \$100,000. In other words, you look at the first year that you are able to exercise the option (typically the year in which the option first vests). If the \$100,000 annual limit is exceeded, then those shares with a value over \$100,000 for that year will be treated as granted under a nonstatutory stock option and will not have the tax advantages of an incentive stock option.

10. WILL MY INCENTIVE STOCK OPTION ALWAYS REMAIN AN INCENTIVE STOCK OPTION?

Not necessarily. The Code sets forth various rules for granting, modifying and exercising incentive stock options. If one of those rules is violated, your incentive stock option may become a nonstatutory stock option and lose the tax advantages of an incentive stock option. For example, your option may lose its incentive stock option status if it is amended to provide for certain additional benefits, such as an extended post-termination exercise period.

11. WHAT LIMITATIONS APPLY TO INCENTIVE STOCK OPTIONS GRANTED TO A 10% STOCKHOLDER?

The Code imposes limitations on the exercise price and term of an incentive stock option that is granted to an individual who, at the time the incentive stock option is granted, is the owner of stock possessing more than 10% of the total combined voting power of all classes of stock of the Company or any parent or subsidiary corporation. In such an event, the exercise price per share cannot be less than 110% of the fair market value of the Company’s common stock on the date the option is granted, and the option term may not exceed five years from the date the option is granted. You should contact the Stock Plan Administrator if you believe these rules might apply to you.

EXERCISE OF OPTIONS

12. HOW IS THE EXERCISE PRICE OF MY OPTION DETERMINED?

Subject to the provisions discussed under Question 11 regarding 10% stockholders, the exercise price of each option generally will be not less than 100% of the fair market value of the common stock

subject to the option on the date the option is granted. You should review your option grant notice to determine the exercise price of your option.

13. HOW IS THE FAIR MARKET VALUE OF THE COMPANY'S STOCK DETERMINED?

At such times as our common stock is listed on an established stock exchange or traded on any established market, the fair market value of a share of common stock will be the closing sales price of the common stock as quoted on such exchange or market on the date of determination as reported in a source that the Board deems reliable. If there is no closing sales price on the date of determination, the fair market value will be the closing sales price on the last preceding date for which such quotation exists.

If there is no public market for our common stock, the fair market value will be determined by the Board in good faith and in a manner that complies with Sections 409A and 422 of the Code.

14. WHEN CAN I EXERCISE MY OPTION?

The Board determined certain terms of your option, including the date or dates after which you may exercise it. For example, the Company may grant an option subject to a three-year vesting schedule pursuant to which 1/3 of the shares will vest (and become exercisable) on the first anniversary of the vesting commencement date and the balance of the shares will vest (and become exercisable) in a series of 24 successive equal monthly installments thereafter so that the option will be fully vested on the third anniversary of the vesting commencement date, subject to your continuous service through such time.

The Board has the authority to accelerate the vesting and/or exercise schedule of any outstanding option, either without conditions or subject to a right to repurchase "unvested" shares.

The terms of exercise for options we grant are not required to be the same for every participant, and the terms of the option you receive may vary from the terms described above. Please be sure to review your option grant notice and option agreement carefully to be sure that you understand their specific terms and conditions.

15. HOW DO I EXERCISE MY OPTION?

You may exercise your option through the established procedure with the Company's broker, E*TRADE. The Company may establish other procedures for exercising your option.

16. HOW DO I PAY THE EXERCISE PRICE OF MY OPTION?

The Board may allow you to pay the exercise price (a) in cash, check, bank draft or money order payable to the Company; (b) through a broker in accordance with procedures permitted by Regulation T of the Federal Reserve Board; (c) by delivery to the Company (either by actual delivery or attestation) of shares of common stock; (d) if the option is a nonstatutory stock option, pursuant to a "net exercise" arrangement; or (e) in other forms of legal consideration acceptable to the Board and specified in your option agreement.

Notwithstanding any other provision of the Plan to the contrary, no optionholder who is a member of the Board or an “executive officer” of the Company within the meaning of Section 13(k) of the Exchange Act will be permitted to pay the exercise price of an option in any method that would violate Section 13(k) – that is, a direct or indirect loan to such a person. You should review the terms of your option, which describe specifically the manner in which you may pay the exercise price.

17. HOW DO EXERCISE PROGRAMS THROUGH BROKERS WORK?

Your option agreement may provide for a “same-day sale” or “cashless exercise” procedure pursuant to which you may exercise your stock option without first paying the exercise price. To use this procedure, you must provide irrevocable instructions to a brokerage firm reasonably satisfactory to the Company to effect the immediate sale of the shares of Company common stock purchased under your option and to pay over to the Company, out of the sale proceeds available on the settlement date, sufficient funds to cover the aggregate exercise price payable for the purchased shares plus all applicable withholding taxes. Concurrently with such instructions, you must also direct the Company to deliver the certificates for the purchased shares to the brokerage firm to complete the sale. You should contact the Stock Plan Administrator for information regarding the “cashless exercise” program and to obtain an instruction form for your broker.

If you are or become a Company “insider,” you should ensure that your “cashless exercises” are properly structured to minimize the risk of a violation against the prohibition on Company loans to members of the Board and executive officers under Section 402 of the Sarbanes-Oxley Act of 2002. In general, you are an “insider” and subject to Section 16 of the Exchange Act if you are one of our executive officers, directors, a major stockholder or an executive officer of one of our significant subsidiaries. Please see Question 37 for additional information.

18. HOW DOES A “NET EXERCISE” ARRANGEMENT WORK?

Under a “net exercise” arrangement, you may exercise your nonstatutory stock option by instructing the Company to reduce the number of shares of common stock issuable upon exercise of your option by the largest whole number of shares with a fair market value not exceeding the aggregate exercise price. The Company will require a cash payment from you with respect to any remaining balance of the aggregate exercise price not satisfied by holding back a whole share. Following exercise of the option, the Company remits applicable income and employment withholding taxes in cash to the federal and state tax authorities. Unlike exercise programs through brokers, a “net exercise” does not involve the use of a third-party broker to effect the sale of a portion of the underlying shares on the open market.

Not all option agreements permit “net exercise.” You may only use a “net exercise” arrangement if your option is a nonstatutory stock option and if such arrangement is specifically provided for in your option agreement and permitted by the Company at the time of exercise.

RESTRICTED STOCK UNIT AWARDS

19. WHAT IS A RESTRICTED STOCK UNIT AWARD?

A restricted stock unit award represents the right to receive consideration in the future based on the value of the Company’s common stock when the shares of common stock subject to the award have vested or are subsequently deliverable. Restricted stock unit awards may be settled by the delivery of shares of the Company’s common stock, their cash equivalent, a combination thereof, or any other form of

consideration determined by the Board and contained in your restricted stock unit award agreement. If you are a holder of a restricted stock unit award, you will not have any rights as a stockholder until shares subject to the award are actually issued to you in settlement of your restricted stock unit award. Specifically, you will not have rights to vote the shares subject to your award and you will not have rights to receive dividends with respect to the shares subject to your award, unless and until those shares are actually issued to you.

You should review your grant notice and restricted stock unit award agreement to determine when your stock is scheduled to vest, when it is scheduled to be issued and the form of consideration that will be issued to you.

20. DO I HAVE TO PAY FOR THE SHARES SUBJECT TO MY RESTRICTED STOCK UNIT AWARD?

Generally, restricted stock unit awards are granted in consideration for past or future services, without the payment of a purchase price. However, the Board may require that you tender another form of legal consideration. The Board will determine the permitted forms of consideration at the time it grants the restricted stock unit award. The consideration price (if any) may be paid in any form of legal consideration that may be acceptable to the Board in its sole discretion and permissible under applicable law.

21. WHEN DO THE SHARES SUBJECT TO MY RESTRICTED STOCK UNIT AWARD VEST?

There is no standard vesting schedule for the shares subject to restricted stock unit awards. You should review your grant notice to determine the particular dates when the shares subject to your award vest.

22. DOES THE COMPANY HAVE A RIGHT TO REACQUIRE THE SHARES SUBJECT TO MY RESTRICTED STOCK UNIT AWARD OR ANY SHARES ISSUED TO ME PURSUANT TO MY RESTRICTED STOCK UNIT AWARD?

Unless otherwise provided in your award agreement or other written agreement, any portion of the shares subject to your restricted stock unit award that have not vested will be automatically forfeited upon the termination of your service without any payment to you.

In general, shares of common stock issued upon settlement of your restricted stock unit award are fully vested and the Company does not have the right to reacquire them upon a termination of your service. Prior to the time of vesting and settlement of your restricted stock unit award, no shares of common stock will be issued to you.

EARLY TERMINATION OF AWARDS

23. WHEN WILL MY AWARD TERMINATE?

Some awards, like restricted stock unit awards, do not have an expiration date, but your rights under those awards will generally terminate on the termination of your service (as described in Questions 24-26 below) or upon certain corporate transactions (see Questions 33-34).

Subject to the provisions discussed under Question 11 regarding 10% stockholders, options granted by the Company have a maximum term of not more than ten years, although the term may be shorter than ten years. You should note that there is no extension of the last day to exercise your option should that day

fall on a holiday, weekend, or other non-trading day. Your option will generally terminate on the termination of your service (as described in Questions 24-26 below) and may terminate upon certain corporate transactions (see Questions 33-34).

You should carefully review your grant notice and award agreement to determine the term applicable to your award.

24. WHAT HAPPENS IF I LEAVE THE COMPANY OR GO ON AN APPROVED LEAVE OF ABSENCE?

Subject to applicable law, the Board or our chief executive officer has the unilateral right to determine whether your service is considered interrupted or terminated in the case of any approved leave of absence, including sick leave, military leave, or any other personal leave. If your service is deemed interrupted or terminated, vesting of your award stops immediately. In addition, if your service is not deemed interrupted or terminated, the Board or our chief executive officer may suspend or otherwise delay the time or times at which shares or property subject to your awards vest during your leave of absence. The Board also has the right to (i) make a corresponding reduction in the number of shares subject to any portion of your award that is scheduled to vest or become payable after your leave of absence commences, and (ii) in lieu of or in combination with such a reduction, extend the vesting or payment schedule applicable to your award.

Options: When your service with the Company or any of our affiliates terminates (whether voluntarily or involuntarily), vesting of your option stops immediately. Whether you leave us voluntarily or we terminate your employment, service as a director or engagement as a consultant for any reason (other than for cause or upon your death or disability), your right to exercise any vested portion of your option generally will terminate no later than three months after your last day of service. The terms of your option may provide for a shorter or longer period of time in which to exercise your option, but in any event, the option may not be exercised after the expiration of its maximum term. Usually, you will not be able to exercise any unvested portion of your option once your service has terminated. You should review your option agreement for the specific terms that apply.

If your option is an incentive stock option, it generally must be exercised within three months following the date of termination of your employment or it will automatically become a nonstatutory stock option. Under the incentive stock option regulations, your employment relationship with respect to an incentive stock option will be treated as continuing intact while you are on military, sick leave or other *bona fide* leave of absence (such as temporary employment by the government). However, the period of such leave must not exceed three months, or, if longer, the period in which your right to reemployment with the Company is guaranteed by statute or by contract. When the period of leave exceeds three months and where your right to reemployment is not guaranteed either by statute or by contract, your employment relationship will be deemed to terminate on the first day immediately following such three-month period.

In the event that your service is terminated for cause, except as explicitly provided otherwise in your option agreement or other written agreement, your option will terminate immediately and cease to remain outstanding. Unless defined differently in a written agreement between you and the Company or an affiliate, “*cause*” generally means with respect to you, the Company’s determination of the occurrence of any of the following events that has a material negative impact on the business or reputation of the Company or an affiliate: (i) any willful, material violation by you of any law or regulation applicable to the business of the Company or an affiliate; (ii) your conviction for, or guilty plea to, a felony or crime involving moral turpitude, or any willful perpetration by you of a common law fraud; (iii) your commission of an act of personal dishonesty that involves personal profit in connection with the Company, an affiliate,

or any other entity having a business relationship with the Company or an affiliate; (iv) any material breach by you of any provision of any agreement or understanding between you and the Company or an affiliate regarding the terms of your service as an employee, officer, director or consultant to the Company or an affiliate, including without limitation, your willful and continued failure or refusal to perform the material duties required of you as an employee, officer, director or consultant to the Company or an affiliate, other than as a result of having a disability, or a breach of any applicable invention assignment and confidentiality agreement or similar agreement between you and the Company or an affiliate; (v) your disregard of the policies of the Company or an affiliate so as to cause loss, damage or injury to the property, reputation or employees of the Company or an affiliate; or (vi) any other misconduct by you which is materially injurious to the financial condition or business reputation of, or is otherwise materially injurious to, the Company or an affiliate. The Company, in our discretion, will determine if your termination is either for cause or without cause.

Restricted Stock Unit Awards: Upon termination of your service for any reason, you will generally forfeit any shares subject to your restricted stock unit award that are unvested at the time of your termination. Any vested shares will be settled by delivery of shares of the Company's common stock, their cash equivalent, a combination thereof, or any other form of consideration determined by the Board following the termination of your service.

25. WHAT IF I LEAVE THE COMPANY BECAUSE OF DISABILITY?

Options: If your service with the Company or any of our affiliates is terminated because of your disability (as defined in the Plan), you should review the terms of your option. Except as otherwise provided in your option agreement or other written agreement between you and the Company or an affiliate, your option will terminate 18 months after your last day of service as determined by the Company. In any event, the option will not be exercisable after the expiration of its maximum term.

Restricted Stock Unit Awards: Upon termination of your service for any reason, you will generally forfeit any shares subject to your restricted stock unit award that are unvested at the time of your termination. Any vested shares will be settled by delivery of shares of the Company's common stock, their cash equivalent, a combination thereof, or any other form of consideration determined by the Board following the termination of your service.

26. WHAT ARE THE RIGHTS OF MY HEIRS UPON MY DEATH?

Options: Except as otherwise provided in your option agreement or other written agreement between you and the Company or an affiliate, if your service terminates as a result of your death (or if you die within a specified period after your service was terminated for any reason other than for cause), then your personal representative may exercise your option as to any vested portion. Your option will specify the date by which the option must be exercised, which usually will be 18 months after your death. In any event, the option will not be exercisable after the expiration of its maximum term.

Restricted Stock Unit Awards: Upon termination of your service for any reason, you/your estate will generally forfeit any shares subject to your restricted stock unit award that are unvested at the time of your termination. Any vested shares will be settled by delivery of shares of the Company's common stock, their cash equivalent, a combination thereof, or any other form of consideration determined by the Board following the termination of your service.

DISPOSITION OF AWARDS

27. CAN I TRANSFER MY AWARD TO A RELATIVE OR FRIEND?

Options: Incentive stock options are generally not transferable. The Board may, in its discretion, permit transfer of your option in a manner that is not prohibited by applicable taxes and securities laws, provided that you may not transfer your option to any financial institution without prior stockholder approval or for consideration. For example, your nonstatutory stock option agreement may provide for a right to transfer your nonstatutory stock option to family members or one or more trusts or other entities for the benefit of or owned by family members. Please consult your award agreement. If your option does not provide that it is transferable, only you may exercise it during your lifetime and you may not transfer it during your lifetime.

Restricted Stock Unit Awards: Unless your restricted stock unit award agreement specifically provides otherwise, rights under restricted stock unit awards are generally not transferable. However, shares delivered to you upon settlement may be transferred once delivered, subject to our Insider Trading Policy and applicable trading windows.

Transfers upon Divorce: Note that under certain circumstances, your spouse may have a community property interest in your award, and an interest in your award may be transferred pursuant to certain court orders related to marital dissolution.

28. CAN I SELL THE STOCK I RECEIVE FROM MY AWARD IMMEDIATELY?

You may generally sell the stock you receive from exercising your option or from the settlement of your restricted stock unit awards, but all transactions are subject to our Insider Trading Policy and applicable trading windows. Please note that references in this prospectus to the ability to sell shares or that the shares are freely tradable do not imply that the transaction is not subject to our Insider Trading Policy and applicable trading windows.

Options: Unless you are an executive officer, director or other insider, the vested shares you receive upon exercise of your option are freely tradable in most cases, and will not bear any restrictive legends. If you exercise an incentive stock option, an immediate sale will have certain tax consequences of which you should be aware (see Question 48 below). See Question 37 if you are an executive officer, director or other insider of the Company.

Restricted Stock Unit Awards: Whether or not you can immediately sell stock you receive pursuant to a restricted stock unit award depends upon the terms of your restricted stock unit award agreement. If your agreement contains restrictions on transfer, you cannot sell the shares until the restrictions have lifted. Your stock certificate will bear restrictive legends prohibiting a sale or other transfer until the restrictions have been lifted as to part or all of the shares. Generally, after the shares subject to your restricted stock unit award vest and the stock is issued, it will be freely tradable in most cases and will not bear any restrictive legends, unless you are one of our executive officers, directors or other insiders. See Question 37 if you are an executive officer, director or other insider of the Company.

29. HOW CAN I MAKE A GIFT OF THE COMMON STOCK I RECEIVE UNDER MY AWARD?

If you hold in a brokerage account shares you acquired upon the exercise of your option or settlement of your restricted stock unit award, your broker will generally be willing to take care of the

mechanics of making a transfer of the shares as a gift. Please note that a gift of stock acquired upon exercise of an incentive stock option may result in a “disqualifying disposition” for tax purposes. (See Question 48.)

30. IF I AM AWARE OF IMPORTANT NON-PUBLIC (“INSIDE”) INFORMATION, CAN I SELL MY STOCK BEFORE THIS NEWS IS DISCLOSED TO THE PUBLIC?

No. If you are aware of important non-public information you should not sell shares of the Company’s stock, whether received upon exercise of an option or otherwise, before dissemination of the information to the public. Basically, “inside information” is information that is both very important (material) and non-public (not disclosed through press releases, newspaper articles or otherwise to the public which buys and sells securities). For example, you might know that the Company is in merger negotiations before the Company issues a press release. Whether information is material will depend on the specific circumstances. A general test is whether dissemination of the information to the public would be likely to affect the market price of the Company’s stock or would be likely to be considered important by people who are considering whether to buy or sell the Company’s stock. Certainly if the information makes you want to buy or sell, it would probably have the same effect on others. Material information may include projections, estimates, or proposals. Should you have questions on whether you may be deemed to be in possession of material non-public information, you should first review our Insider Trading Policy. If you would like to further discuss whether you may be deemed to have material non-public information, and no trading blackout is in effect relating to the specific issue, you may consult our Trading Compliance Officer (as this term is defined in the Insider Trading Policy) for further guidance. Ultimately, however, each individual is responsible for complying with the provisions of the Insider Trading Policy concerning trading on material non-public information.

Under the terms of our Insider Trading Policy, all transactions by officers and directors of the Company subject to the reporting requirements of Section 16 of the Exchange Act must receive pre-approval from the Trading Compliance Officer, unless the transaction is made pursuant to a pre-approved trading plan adopted pursuant to Rule 10b5-1 under the Exchange Act. The specific procedure for obtaining pre-approval for transactions may be found in the Insider Trading Policy.

A copy of our Insider Trading Policy is located on the Legal Page on DNet, and may also be obtained by contacting a member of the Legal Department.

31. DO I HAVE TO PAY A COMMISSION EITHER WHEN I EXERCISE MY OPTION, RECEIVE VESTED SHARES UNDER MY RESTRICTED STOCK UNIT AWARD, OR WHEN I LATER SELL MY STOCK?

You pay no commission when you exercise your option, unless you engage in a same day sale to cover the exercise price (see Question 17). However, we will not buy from you, sell on your behalf, or assist you in selling stock that you have purchased under the Plan. Rather, to sell your shares generally you must use a broker, and you can expect to be charged a commission.

CORPORATE TRANSACTIONS

32. WHAT HAPPENS TO MY AWARD IF THERE IS A CHANGE IN OUR CAPITAL STRUCTURE?

If certain changes occur to the Company’s capitalization (*e.g.*, a stock split or reverse stock split of our common stock), the Board will appropriately and proportionately adjust the exercise or purchase price and number of shares subject to your award.

33. WHAT HAPPENS TO MY AWARD IN THE EVENT OF A CORPORATE TRANSACTION?

In the event of a “*corporate transaction*” (as defined in the Plan and described below), the following is a summary of the provisions that will apply to each outstanding award granted under the Plan, unless otherwise provided in the award agreement, in any other written agreement between a participant and the Company or any affiliate, or in any director compensation policy of the Company, or unless otherwise expressly provided by the Board at the time of grant of an award under the Plan. In the event of a corporate transaction, then, notwithstanding any other provision of the Plan, the Board will take one or more of the following actions with respect to outstanding awards granted under the Plan, contingent upon the closing or completion of such corporate transaction:

(1) arrange for the surviving or acquiring corporation (or its parent company) to assume or continue the outstanding award or to substitute a similar stock award for the outstanding award (including, but not limited to, an award to acquire the same consideration paid to the stockholders of the Company pursuant to such corporate transaction);

(2) arrange for the assignment of any reacquisition or repurchase rights held by the Company in respect of our common stock issued pursuant to the outstanding award to the surviving or acquiring corporation (or its parent company);

(3) accelerate the vesting (and exercisability, if applicable), in whole or in part, of the outstanding award to a date prior to the effective time of such corporate transaction as the Board will determine (or, if the Board does not determine such a date, to the date that is five days prior to the effective time of such corporate transaction), with such outstanding award terminating if not exercised (if applicable) prior to the effective time of such corporate transaction in accordance with the exercise procedures determined by the Board;

(4) arrange for the lapse of any reacquisition or repurchase rights held by the Company with respect to the outstanding award;

(5) cancel or arrange for the cancellation of the outstanding award, to the extent not vested or not exercised prior to the effective time of such corporate transaction, in exchange for such cash consideration, if any, as the Board, in its sole discretion, may consider appropriate; or

(6) make a payment, in such form as may be determined by the Board, equal to the excess, if any, of (i) the value of the property the participant would have received upon the exercise of the outstanding award immediately prior to the effective time of such corporate transaction, over (ii) any exercise price payable by the participant in connection with such exercise. For clarity, such payment may be zero if the value of such property is equal to or less than the exercise price. Any such payments may be delayed to the same extent that payment of consideration to the holders of our common stock in connection with such corporate transaction is delayed as a result of escrows, earn outs, holdbacks or any other contingencies.

For clarity, in the event of a corporate transaction, the Board need not take the same action or actions with respect to all outstanding awards or portions thereof or with respect to all participants.

For purposes of the Plan, a “*corporate transaction*” will generally be deemed to occur in the event of the consummation of: (a) a sale of all or substantially all of the assets of the Company and our subsidiaries; (b) a sale of at least 90% of the outstanding securities of the Company; (c) a merger, consolidation or similar transaction in which the Company is not the surviving corporation; or (d) a merger,

consolidation or similar transaction in which the Company is the surviving corporation, but the shares of the Company's common stock are converted into other securities, cash, or other property by virtue of the transaction.

34. WHAT HAPPENS TO MY AWARD IF THERE IS A CHANGE IN CONTROL OF THE COMPANY?

An outstanding award may be subject to additional acceleration of vesting and exercisability upon or after a ***“change in control”*** (as defined in the Plan and described below) as may be provided by in the award agreement for such outstanding award, in any other written agreement or plan between the participant and the Company or any affiliate, or in any director compensation policy of the Company, but in the absence of such provision, no such acceleration will occur.

Unless otherwise provided in the applicable award agreement or other written agreement between a participant and the Company or any affiliate, if any payment or benefit a participant would receive pursuant to a change in control would constitute a “parachute payment” within the meaning of Section 280G of the Code and be subject to the excise tax imposed by Section 4999 of the Code, then such payment will be reduced to such amount that would result in no portion of the payment being subject to the excise tax or the largest portion of the payment, after taking into account all applicable federal, state and local employment taxes, income taxes and the excise tax, that results in the participant's receipt (on an after-tax basis) of the greater amount of the payment notwithstanding that all or a portion of the payment may be subject to the excise tax.

For purposes of the Plan, a ***“change in control”*** generally means the occurrence of any one or more of the following events: (i) any person directly or indirectly acquires securities possessing more than 50% of the total combined voting power of the Company's outstanding securities, other than by virtue of a merger, consolidation, or similar transaction; (ii) a consummated merger, consolidation, or similar transaction occurs and the Company's stockholders do not own more than 50% of the voting power of the surviving entity or the parent of the surviving entity in substantially the same proportion as they own the outstanding voting securities of the Company prior to such transaction; (iii) the Company's stockholders approve or the Board approves a plan of complete dissolution or liquidation of the Company, or a complete dissolution or liquidation of the Company will otherwise occur, except for a liquidation into a parent corporation; (iv) a consummated sale, lease, exclusive license or other disposition of all or substantially all of the consolidated assets of the Company and our subsidiaries occurs, other than a transfer of assets to an entity in which more than 50% of the entity's voting power is owned by the Company's stockholders in substantially the same proportion as they own the outstanding voting securities of the Company prior to such transaction; or (v) individuals who are members of the Board as of the Adoption Date (or any individual whose appointment or election (or nomination for election) was approved by a majority of such Board members then in office) cease for any reason to constitute at least a majority of the members of the Board. Notwithstanding the foregoing, (a) the term change in control will not include a sale of assets, merger or other transaction effected exclusively for the purpose of changing the domicile of the Company, and (b) the definition of change in control (or any analogous term) in an individual written agreement between the Company or any affiliate and a participant will supersede the foregoing definition with respect to awards subject to such agreement; *provided, however*, that (1) if no definition of change in control (or any analogous term) is set forth in such an individual written agreement, the definition in the Plan will apply and (2) no change in control (or any analogous term) will be deemed to occur with respect to awards subject to such an individual written agreement without a requirement that the change in control (or any analogous term) actually occur.

The foregoing is merely a summary; please refer to the Plan document and your award agreement regarding the provisions that will apply to your award in the event of a transaction, as well as the definitions of “corporate transaction” and “change in control” under the Plan.

35. WHAT HAPPENS TO MY AWARD IF THERE IS A DISSOLUTION OR LIQUIDATION OF THE COMPANY?

Except as otherwise provided in the applicable award agreement or other written agreement between a participant and the Company or any affiliate, in the event of a dissolution or liquidation of the Company, all outstanding awards (other than awards consisting of vested and outstanding shares of common stock not subject to the Company’s right of repurchase or a forfeiture condition) will terminate immediately prior to the completion of such dissolution or liquidation, and the shares of common stock subject to the Company’s repurchase rights or a forfeiture condition may be repurchased or reacquired by the Company notwithstanding the fact that the holder of such award is providing continuous service; *provided, however*, that the Board may, in its sole discretion, cause some or all outstanding awards to become fully vested, exercisable and/or no longer subject to repurchase or forfeiture (to the extent such awards have not previously expired or terminated) before the dissolution or liquidation is completed but contingent on its completion.

MISCELLANEOUS

36. DOES THE COMPANY PAY DIVIDENDS ON OUR COMMON STOCK?

The Company currently is not paying dividends on our common stock and presently intends to continue this policy to retain cash earnings for use in our business.

37. IS THE PLAN SUBJECT TO ERISA?

The Plan is not subject to the provisions of the Employee Retirement Income Security Act of 1974 (“*ERISA*”). The Plan is not qualified under Section 401(a) of the Code and does not enjoy the tax deferral benefits of a qualified retirement plan. Your participation in the Plan does not affect your ability to participate in any 401(k) plan or other qualified retirement plan maintained by the Company. However, you should carefully review the terms of any such qualified retirement plan to determine what effect, if any, receipt, exercise, or vesting of awards under the Plan impacts your participation in any qualified retirement plan.

38. DO SPECIAL RULES APPLY TO ME IF I AM OR BECOME AN EXECUTIVE OFFICER, DIRECTOR, OR OTHER INSIDER OF THE COMPANY?

Yes. If you are or become one of our executive officers, directors, an executive officer of one of our significant subsidiaries, or beneficial owner of more than 10% of our outstanding common stock (a “*Section 16 Insider*”), you should be aware of securities laws that apply to awards granted to you and to your transactions in common stock received from awards. In addition, you must comply with the Company’s policy permitting executive officers and directors to sell shares only during certain “window” periods.

You are also subject to special rules regarding the sale of our stock. These restrictions include limitations found in Rule 144 under the Securities Act (*e.g.*, selling through a broker, possibly filing Form 144 with the SEC, and not selling more shares than permitted under the Rule). In addition, you are subject

to restrictions on the timing of purchases and sales found in Section 16 of the Exchange Act. If you need information about how Rule 144 or Section 16 operates, you should review the memorandum that you should have received, or ask the Stock Plan Administrator for another copy of the memorandum.

Section 16(b) of the Exchange Act requires the Company to recover any profit realized by any Section 16 Insider from any purchase and sale, or sale and purchase, of the common stock made within a period of less than six months. The SEC has issued a series of rules under Section 16(b) of the Exchange Act that govern the short-swing liability treatment of certain transactions effected by a Section 16 Insider under equity incentive plans such as the Plan. Subject to the Company satisfying certain procedural requirements, the application of those rules to transactions under the Plan may be summarized as follows:

Option Grant. The receipt of an option is not treated as a “purchase” of the underlying shares for short-swing liability purposes.

Option Exercise. The exercise of an option under the Plan is an exempt transaction and is not treated as a “purchase” of the acquired shares for short-swing liability purposes.

Delivery of Shares. The delivery of shares of the common stock upon exercise of the option is an exempt transaction for short-swing liability purposes.

Stock Withholding. The withholding of any portion of the shares of the Company’s common stock otherwise issuable to a Section 16 Insider by the Company in satisfaction of the withholding taxes incurred in connection with the exercise of his or her outstanding options or the vesting of his or her stock issuances is an exempt transaction for short-swing liability purposes if such withholding is approved by the Board, either at the time of the option exercise, vesting of the shares, or at any earlier time.

Direct Stock Issuances. The direct issuance of shares of the Company’s common stock under the Plan, effected as a bonus, is an exempt transaction and is not treated as a “purchase” of the issued shares for short-swing liability purposes.

Vesting of Issued Shares. The vesting of shares issued under the Plan is not taken into account for short-swing liability purposes.

Repurchase of Unvested Shares. The surrender of unvested shares to the Company for cancellation without any cash payment or other consideration to the participant is not deemed a “sale” of those shares for short-swing liability purposes.

Sale of Shares. The sale of any shares acquired under the Plan is treated as a “sale” for short-swing liability purposes and is matched with any non-exempt purchase of the Company’s common stock (*e.g.*, open-market purchases) made within six months before or after the date of such sale.

PART II - TAX ISSUES RELATING TO YOUR PARTICIPATION IN THE PLAN

IMPORTANT NOTE. THIS ADVICE IS NOT INTENDED OR WRITTEN TO BE USED, AND IT CANNOT BE USED BY YOU FOR THE PURPOSE OF AVOIDING ANY PENALTIES THAT MAY BE IMPOSED ON YOU. THIS ADVICE WAS WRITTEN TO SUPPORT THE PROMOTION OR MARKETING OF PARTICIPATION IN THE COMPANY'S EQUITY INCENTIVE PLAN. YOU SHOULD SEEK ADVICE BASED ON YOUR PARTICULAR CIRCUMSTANCES FROM AN INDEPENDENT TAX ADVISOR.

The information in this Part II responds to questions you may have about the United States federal income tax consequences of participating in the Plan. **You should understand, however, that this tax information is not complete. For example, it does not address state or local tax laws or the application of laws if you are subject to tax laws in other countries.** Furthermore, because tax laws and regulations may change, and interpretations of these laws and regulations can change the way the laws and regulations apply to you, this information may need to be updated after the delivery of this prospectus. **Therefore, you should consult with a tax advisor if you have questions relating to the tax consequences of participation in, and the sale of shares received under the Plan.**

NONSTATUTORY STOCK OPTIONS

39. DO I HAVE TO PAY TAX WHEN I RECEIVE A NONSTATUTORY STOCK OPTION?

No.

40. HOW AM I SUBJECT TO TAX IF I EXERCISE A VESTED NONSTATUTORY STOCK OPTION?

If you exercise a vested nonstatutory stock option when the fair market value of the stock is higher than the exercise price of your option, you generally are required to pay tax on the "spread," that is, the excess of (a) the fair market value of the stock on the date of exercise, over (b) the exercise price. The spread on the exercise will be characterized as ordinary income and will be subject to withholding. The Company will be entitled to a deduction based on the amount of ordinary income that you recognize.

41. HOW AM I SUBJECT TO TAX IF I EXERCISE AN UNVESTED NONSTATUTORY STOCK OPTION?

If the shares you purchase are unvested and subject to our right to repurchase those shares at their original exercise price upon your termination of service with the Company, then you will not recognize any taxable income at the time of exercise, but will have to report as ordinary income, as and when our repurchase rights lapse, an amount equal to the excess of (a) the fair market value of the shares on the date such shares vest, over (b) the exercise price paid for the shares.

If you purchase unvested shares subject to our repurchase right, you may elect under Section 83(b) of the Code to include as ordinary income in the year of exercise an amount equal to the excess of (a) the fair market value of those unvested shares on the exercise date, over (b) the exercise price paid for the shares. If you make a Section 83(b) election, you will not recognize any additional income when our repurchase rights subsequently lapse and the shares vest. The Section 83(b) election must be filed with the Internal Revenue Service within 30 days following the date the option is exercised. It is your responsibility to file the Section 83(b) election.

42. WILL THE COMPANY WITHHOLD TAXES ON EXERCISE OF A NONSTATUTORY STOCK OPTION?

If you were an employee during any part of the option term, the Company is required to withhold federal and state income and employment taxes from the spread upon exercise or to otherwise ensure that the withholding taxes due will be paid. Generally, if the Company complies with this requirement we are entitled to a business expense deduction on the amount of ordinary income you recognized upon exercise of your nonstatutory stock option.

The Board may, but is not obligated to, provide you with the choice of satisfying your withholding obligation by withholding shares valued at the withholding amount from the shares that would otherwise be delivered to you on exercise of the option or permitting you to deliver shares you already own that have a value equal to the withholding amount. You should review your option agreement to determine if these alternatives are available to you.

Generally, the amount of withholding may be insufficient to pay all applicable taxes that may be due with respect to the exercise of your options. **See your tax advisor for more details.**

43. HOW MUCH TAX DO I PAY WHEN I SELL STOCK RECEIVED PURSUANT TO THE EXERCISE OF A NONSTATUTORY STOCK OPTION?

If you exercised your nonstatutory stock option when the exercise price was lower than the fair market value on the date of exercise, you generally should have paid tax on the difference between the two. Upon the sale of your stock (or other taxable transfer) you generally will recognize a gain or loss equal to the difference between the sales price and the fair market value at the time of exercise. Generally, your gain or loss will be characterized as a long-term capital gain or loss if you held the stock for more than one year after the date the option was exercised, and a short-term capital gain or loss if you did not hold the stock for that period of time.

You should consult with a tax advisor if you have questions relating to the tax consequences of participation in and the sale of shares under the Plan.

INCENTIVE STOCK OPTIONS

44. DO I HAVE TO PAY TAX WHEN I RECEIVE OR EXERCISE AN INCENTIVE STOCK OPTION?

Normally, you are not subject to tax when you are granted an incentive stock option under the Plan. Except for the possible application of the alternative minimum tax (see Question 49), you normally pay no tax upon exercise of an incentive stock option, and are taxed only when you dispose of the stock you acquire. The Company is not entitled to a deduction when you are granted or exercise an incentive stock option.

You should consult with a tax advisor if you have questions relating to the application of alternative minimum tax to any incentive stock option you receive under the Plan.

45. WHAT CONSTITUTES A DISPOSITION OF SHARES ACQUIRED UPON EXERCISE OF AN INCENTIVE STOCK OPTION?

A disposition of shares purchased under an incentive stock option will occur in the event you transfer legal title to those shares, whether by sale, exchange or gift, or you deliver such shares in payment

of the exercise price of any other incentive stock option you own. However, a disposition will not occur if you engage in any other following transactions: (a) a transfer of the shares to your spouse, (b) a transfer into joint ownership with right of survivorship provided that you remain one of the joint owners, (c) a pledge of the shares as collateral for a loan, (d) a transfer by bequest or inheritance upon your death, or (e) certain tax-free exchanges permitted under the Code.

46. HOW IS MY FEDERAL INCOME TAX LIABILITY DETERMINED WHEN I DISPOSE OF MY SHARES ACQUIRED UPON EXERCISE OF AN INCENTIVE STOCK OPTION?

Your federal income tax liability will depend on whether you make a qualifying or disqualifying disposition of the shares purchased under your incentive stock option. How your profit or loss is characterized will depend on how much time passed after both the date the incentive stock option was granted and the date you exercised the option. A qualifying disposition will occur if the sale or other disposition of the shares takes place more than two years after the date on which the incentive stock option was granted and more than one year after the date on which you exercised the option. A disqualifying disposition is any sale or other disposition made before both of these requirements are satisfied.

47. WHAT IF I MAKE A QUALIFYING DISPOSITION OF MY INCENTIVE STOCK OPTION SHARES?

If you make a qualifying disposition of shares purchased under an incentive stock option, your entire gain or loss is characterized as long-term capital gain or loss. The Company is not entitled to a deduction if you make a qualifying disposition of shares purchased under an incentive stock option.

48. WHAT IF I MAKE A DISQUALIFYING DISPOSITION OF MY INCENTIVE STOCK OPTION SHARES?

When you make a disqualifying disposition of shares purchased under an incentive stock option, you will generally recognize ordinary income at the time of the disposition in an amount equal to the lesser of: (a) the excess of the fair market value of the stock on the date you exercised the option over the exercise price of the option; or (b) the excess of the sales price over the exercise price of the option. The Company is allowed a business expense deduction on the amount of ordinary income you recognize when you make a disqualifying disposition.

Any profit you make over the amount characterized as ordinary income is characterized as capital gain, which will be long-term or short-term depending on whether the stock was held for more than one year after the date of exercise. If you lose money on the sale of the stock, you will be able to report the loss as a capital loss, which will be long-term or short-term depending on whether the stock was held for more than one year after the date of exercise.

Different rules will apply if, under the Code, you would not be entitled to report a loss on the sale of your stock if you were to lose money on the sale. For example, if you sell your stock to your child at a loss, you are not entitled to report the sale as a loss, and any subsequent tax consequences on the further disposition of the stock are determined under special rules that govern such situations. If you sell your stock to your child, whether or not at a loss, you will be taxed on the difference between the fair market value of the stock on the date of exercise and the exercise price. Other dispositions of stock, described in the Code, such as if you purchase common stock in the 30-day period preceding or following your sale of common stock, may have similar negative consequences.

49. WHAT ARE THE TAX CONSEQUENCES OF MY EXERCISE OF AN INCENTIVE STOCK OPTION IF I AM SUBJECT TO THE ALTERNATIVE MINIMUM TAX?

The alternative minimum tax (“**AMT**”) is a separately computed tax under the Code. Your AMT for a tax year is the excess of your tentative minimum tax over your regular tax. For example, if your tentative minimum tax is \$75,000 while your regular income tax is \$50,000, you must pay an AMT of \$25,000 in addition to your \$50,000 regular income tax. The AMT is imposed only to the extent you would pay more income tax if your taxes are computed pursuant to the AMT rules than the tax you would pay if computed in the regular manner.

The AMT takes into account what are called tax preference items and other adjustments that are not taken into account when calculating taxes in the regular manner. One of the adjustments is the inclusion in alternative minimum tax income (“**AMTI**”) of the “*spread*” of an incentive stock option, that is, the excess of (a) the fair market value of the stock on the exercise date, over (b) the exercise price of the incentive stock option. If you pay AMT upon exercise of an incentive stock option, you are entitled to a credit against regular tax (but not AMT) in later years. When you sell the stock, you are allowed, for purposes of calculating your AMT in the year of sale, to include in the basis of the stock sold the adjustment amount previously included in your AMTI in the year of exercise.

50. IS THERE ANY WITHHOLDING ON THE EXERCISE OF MY INCENTIVE STOCK OPTION OR THE SALE OF THE STOCK ACQUIRED ON EXERCISE?

No withholding is required upon the exercise of an incentive stock option or on the sale of stock acquired upon exercise. The Company is required to report to the Internal Revenue Service any ordinary income recognized by you as a result of a sale that is a disqualifying disposition described in Question 48, if such information is available to the Company.

51. DO I HAVE TO COMPLETE ANY COMPANY FORMS AFTER I DISPOSE OF SHARES ACQUIRED UPON EXERCISE OF AN INCENTIVE STOCK OPTION?

Yes. If you dispose of stock received pursuant to an incentive stock option within two years after the date the option was granted to you **or** within one year after you exercise your option (*i.e.*, a “disqualifying disposition”), you must notify in writing or by email the Stock Plan Administrator regarding the details of your sale.

RESTRICTED STOCK UNIT AWARDS

52. AM I SUBJECT TO INCOME TAX WHEN I RECEIVE A RESTRICTED STOCK UNIT AWARD?

No. You will generally not recognize any income upon receipt of your restricted stock unit award.

53. WHAT ARE THE TAX CONSEQUENCES OF THE RECEIPT OF SHARES OF COMMON STOCK UPON SETTLEMENT OF MY VESTED RESTRICTED STOCK UNIT AWARD?

You generally will recognize ordinary income upon the receipt of shares in settlement of your restricted stock unit award.

54. WILL THE COMPANY COLLECT INCOME AND EMPLOYMENT TAXES ON VESTING OR SETTLEMENT OF THE SHARES SUBJECT TO MY RESTRICTED STOCK UNIT AWARD?

Upon the vesting of the shares subject to your restricted stock unit award, if you are or were an employee, the Company generally must withhold employment taxes, which are required to be withheld in connection with such vesting. In addition, upon the delivery of shares in settlement of your restricted stock unit award, we will be required to withhold income taxes in an amount based on the ordinary income you recognize at the time of delivery. These sums may be withheld from amounts payable to you in cash or you may pay these amounts in cash directly to the Company. The Company may provide you with the opportunity to satisfy your withholding obligation by withholding shares that would otherwise be delivered to you on settlement of your restricted stock unit award. You should review your restricted stock unit award agreement to determine the methods by which your withholding obligations may be satisfied.

We are not obligated to issue the shares to you unless you make satisfactory arrangements with the Company to cover the amount of federal, state, local and foreign tax withholding due upon the vesting and delivery of your shares.

Generally, if we comply with our tax reporting obligations, we can take a business expense deduction on the amount of ordinary income you recognize at the time the shares are issued to you.

55. WHAT ARE THE TAX CONSEQUENCES UPON MY SALE OF THE SHARES RECEIVED UPON SETTLEMENT OF MY RESTRICTED STOCK UNIT AWARD?

Upon a subsequent sale of any stock acquired pursuant to your restricted stock unit award, you will recognize a capital gain or loss equal to the difference between the sale price and the sum of the amount paid for such stock plus any amount recognized as ordinary income upon acquisition of the stock. Such gain or loss will be long-term or short-term depending on whether the stock was held for more than one year from the date of delivery.

NONQUALIFIED DEFERRED COMPENSATION

56. WILL AWARDS BE SUBJECT TO THE ADDITIONAL TAXES IMPOSED BY SECTION 409A OF THE CODE ON CERTAIN FORMS OF NONQUALIFIED DEFERRED COMPENSATION?

Generally, options granted under the Plan will not be deemed deferred compensation. Accordingly, such awards will not be subject to the provisions of Section 409A of the Code. If (a) you receive an award other than an option, (b) the Board modifies your award to give you certain additional benefits, (c) your award contains a right to defer the receipt of vested shares, or (d) you hold an option with an exercise price that is less than the fair market value of the underlying stock on the date the option was granted, you should consult your tax advisor as to the possible application of Section 409A of the Code to your award. The Company intends that the terms of restricted stock unit awards granted under the Plan will be in compliance with Section 409A of the Code.

EXCESS PARACHUTE PAYMENTS

57. WHAT HAPPENS IF THE VESTING OF MY AWARDS ACCELERATES UPON A CHANGE IN CONTROL?

In the event that there is a change in control of the Company (*e.g.*, a person or corporation acquires a substantial amount of the Company's assets or outstanding securities), payments received by certain

stockholders, officers, and highly-compensated individuals (the “disqualified individuals”) that are contingent upon the change in control transaction may constitute “parachute payments.” If you are a disqualified individual and the vesting and/or exercisability of your awards are accelerated, then the value of the acceleration benefit is added to other contingent payments, if any, in determining whether you have received “parachute payments.” In general, if a disqualified individual receives “parachute payments,” an excise tax equal to 20% of the amount of the “excess parachute payments” is imposed on such individual, and the Company does not receive a deduction for payment of those amounts.

You should consult with your tax advisor if you have questions relating to the tax consequences of a change in control on your awards.

PART III - NON-U.S. TAX ISSUES RELATING TO YOUR PARTICIPATION IN THE PLAN

The information in this Part III applies if you are employed by one of our related corporations outside the U.S. and/or if you are subject to tax in a country other than the U.S. The information in this Part III is designed to respond to questions you may have about the tax consequences of participating in the Plan if you reside and/or work in one of the countries listed below. The following information is based on the Company's understanding of the income and social tax laws in effect in the respective countries. Tax and other laws are complex and can change frequently. As a result, the information below may be out of date at the time you vest in your award, or purchase or sell shares acquired under the Plan.

In addition, you should understand that this information is not complete. For example, in some countries, there may be exemptions and deductions applicable to you that are not described herein and it may not apply to you if you are engaged other than as an employee. Moreover, this information is based on certain assumptions which may or may not apply to your particular situation.

The information applies to you only if you are resident in the applicable country for tax purposes. If you are a citizen or resident of another country for purposes of applicable law, or transfer residency and/or employment after the date of grant of an award and prior to the taxable event of the award, the income and social tax information below may not be applicable. Furthermore, this information is general in nature and does not discuss all of the various laws, rules, and regulations that may apply. It may not apply to your particular tax or financial situation, and the Company is not in a position to assure you of any particular tax result.

You should consult your own independent personal tax advisors as to how the tax or other laws in your country apply to your specific situation.

AUSTRALIA

Note that the following information assumes that the awards have been granted on or after July 1, 2015. This Plan is a plan to which Subdivision 83A-C of the Income Tax Assessment Act 1997 (Cth) applies (subject to the conditions in that Act).

RESTRICTED STOCK UNITS

1. AM I SUBJECT TO TAX WHEN I RECEIVE MY RESTRICTED STOCK UNIT AWARD?

You will not be subject to tax when you are granted restricted stock unit awards.

2. WHAT ARE THE TAX CONSEQUENCES OF THE RECEIPT OF SHARES OF COMMON STOCK UPON SETTLEMENT OF MY VESTED RESTRICTED STOCK UNIT AWARD?

You will be subject to tax on the earliest of the following events:

- (i) when your restricted stock unit awards vest and shares of common stock are issued to you; and
- (ii) cessation of employment.

The Australian Federal Budget handed down on 11 May 2021 (“**Budget**”) proposed to remove the deferred taxing point when an employee ceases employment with the group. We are not aware of any draft legislation before parliament to implement this measure however the Budget stated that the change would apply for the first income year after the legislation received Royal Assent.

The foregoing makes it likely that you will be taxed when your restricted stock unit awards vest and shares of common stock are issued to you. However, if you sell the shares of common stock within 30 days of the date on which your restricted stock unit awards vest and shares of common stock are issued to you, the taxable event will move to the sale of shares of common stock and you will be taxed on the sale proceeds.

Assuming you are subject to tax when your restricted stock unit awards vest and shares of common stock are issued to you, the taxable amount will be the difference between the “market value” of the underlying shares of common stock at that time and the cost base of the restricted stock unit awards (which should be nil because you do not pay anything to acquire the restricted stock unit awards). The market value of the shares will be determined according to ordinary principles. The Australian Taxation Office has provided guidance on determining the market value of listed shares for tax purposes, which can be found at: <https://www.ato.gov.au/General/Employee-share-schemes/In-detail/Market-value/ESS---Market-value-of-listed-shares-and-stapled-securities/>.

You will be subject to income tax and Medicare Levy (including, if applicable, a surcharge) on the taxable amount.

3. WILL THE COMPANY COLLECT INCOME AND EMPLOYMENT TAXES ON VESTING OR SETTLEMENT OF THE SHARES SUBJECT TO MY RESTRICTED STOCK UNIT AWARD?

Your employer will be required to withhold tax due at the taxable event (typically the time of vesting) only if you have not provided your Tax File Number or Australian Business Number, as applicable,

to your employer. If you have provided your Tax File Number or Australian Business Number to your employer, you will be responsible for paying any taxes due at the taxable event. Regardless of whether you have provided your Tax File Number or Australian Business Number to your employer, your employer will provide you (no later than July 14 after the end of the relevant fiscal year) and the Commissioner of Taxation (no later than August 14 after the end of the relevant fiscal year) with a statement containing certain information about your participation in the Plan in the tax year in which the taxable event occurs. This statement will include an estimate of the market value of the shares of common stock at the taxable event. Please note, however, that if you sell the shares of common stock within 30 days of the taxable event, your taxable event will be the date of sale; as such, the amount reported by the Company may differ from your actual taxable amount (which would be based on the value of the shares of common stock when sold, rather than at the original taxable event). You will be responsible for determining this amount and calculating your tax liability accordingly.

You should consult with your tax advisor if you have questions relating to the tax consequences of a change in control on your awards.

4. WHAT ARE THE TAX CONSEQUENCES WHEN I SELL THE SHARES OF COMMON STOCK RECEIVED UPON SETTLEMENT OF MY RESTRICTED STOCK UNIT AWARDS?

You will be subject to capital gains tax when you subsequently sell the shares of common stock acquired at vesting of your restricted stock unit awards at a gain, unless you sell the shares of common stock within 30 days of the date on which your restricted stock unit awards vest and shares of common stock are issued to you, in which case your tax treatment will be limited to the tax consequences described above.

The assessable capital gain will be:¹

- where you have held the shares of common stock for less than one year: the difference between the sale proceeds (where the disposal is an arm's length transaction) or market value (where the disposal is a non-arm's length transaction) and the cost base of the shares of common stock; or
- where you have held the shares of common stock for at least one year: one-half of the difference between the sale proceeds (where the disposal is an arm's length transaction) or market value (where the disposal is a non-arm's length transaction) and the cost base of the shares of common stock.

Assuming you were subject to tax when your restricted stock unit awards vested, the cost base of the shares of common stock generally will be the fair market value of the shares of common stock at vesting.

AUSTRIA

RESTRICTED STOCK UNITS

5. AM I SUBJECT TO INCOME TAX WHEN I RECEIVE MY RESTRICTED STOCK UNIT AWARD?

No.

¹ Any capital gain is subject to your first applying any prior year and current year capital losses against the full capital gain.

6. WHAT ARE THE TAX CONSEQUENCES OF THE RECEIPT OF SHARES OF STOCK ON SETTLEMENT OF MY VESTED RESTRICTED STOCK UNITS?

You will be subject to income tax and social security contributions (to the extent you have not yet exceeded the applicable contribution ceiling) when your restricted stock units have satisfied all vesting conditions and the shares have been delivered to you.

The taxable amount will be the fair market value of the shares of stock at the time of the taxable event.

7. WILL THE COMPANY COLLECT INCOME AND EMPLOYMENT TAXES ON DELIVERY OF THE SHARES SUBJECT TO MY RESTRICTED STOCK UNITS?

Your employer will be required to withhold and report the income tax and social security contribution (to the extent you have not yet exceeded the applicable contribution ceiling) when you acquire shares pursuant to the Plan.

8. WHAT ARE THE TAX CONSEQUENCES WHEN I SELL THE SHARES I RECEIVED ON SETTLEMENT OF MY RESTRICTED STOCK UNITS?

When you sell the shares of common stock acquired pursuant to the Plan, you will be subject to capital gains tax on any capital gain you realize. The taxable gain will be the difference between the sales proceeds and the fair market value of the shares of common stock on the acquisition date.

BELGIUM

RESTRICTED STOCK UNITS

9. AM I SUBJECT TO INCOME TAX WHEN I RECEIVE MY RESTRICTED STOCK UNIT AWARD?

No.

10. WHAT ARE THE TAX CONSEQUENCES OF THE RECEIPT OF SHARES OF STOCK ON SETTLEMENT OF MY VESTED RESTRICTED STOCK UNITS?

You will be subject to income tax when your restricted stock units vest and shares are issued to you and you will be required to include the taxable income within your yearly income tax return covering the financial year during which vesting occurs. The taxable amount will be the fair market value of the shares on the date of vesting. However, to the extent the applicable restricted stock unit grant notice and agreement, imposes a requirement on you to hold the shares for at least an additional two years beyond the date of vesting, then the taxable amount may be limited to 100/120th (or 83.33%) of the fair market value of the shares at the time of vesting.

You will likely also be subject to social insurance contributions on this amount.

11. WILL THE COMPANY COLLECT INCOME AND EMPLOYMENT TAXES ON DELIVERY OF THE SHARES SUBJECT TO MY RESTRICTED STOCK UNITS?

Your employer will be required to report the income and withhold any income tax due on vesting of your restricted stock units.

You are responsible for reporting and paying any stock exchange tax due when you subsequently sell your shares, assuming the financial intermediary involved in the sale of shares does not withhold and report the stock exchange tax on your behalf.

12. WHAT ARE THE TAX CONSEQUENCES WHEN I SELL THE SHARES I RECEIVED ON SETTLEMENT OF MY RESTRICTED STOCK UNITS?

You will not be subject to capital gains tax when you subsequently sell the shares acquired at vesting of your restricted stock units (only gains from speculative or professional trading activity are subject to taxation). Depending on the facts and circumstances, however, a Belgian stock exchange tax may be payable when you sell the shares. If applicable, you personally will be responsible for filing the stock exchange tax return and paying the stock exchange tax due by the end of the second month following the month you sell the shares. You should consult your personal tax advisor to determine the applicability of the stock exchange tax upon sale of the shares.

BRAZIL

RESTRICTED STOCK UNITS

13. AM I SUBJECT TO INCOME TAX WHEN I RECEIVE MY RESTRICTED STOCK UNIT AWARD?

No.

14. WHAT ARE THE TAX CONSEQUENCES OF THE RECEIPT OF SHARES OF STOCK ON SETTLEMENT OF MY VESTED RESTRICTED STOCK UNITS?

You will be subject to income tax when your restricted stock units vest and shares are issued to you. The taxable amount will be the fair market value of the shares on the date of vesting. The social insurance treatment of restricted stock units is uncertain. However, there is a risk that social insurance contributions may be due on the income realized at vesting of your restricted stock units.

15. WILL THE COMPANY COLLECT INCOME AND EMPLOYMENT TAXES ON DELIVERY OF THE SHARES SUBJECT TO MY RESTRICTED STOCK UNITS?

Your employer likely will not be required to report any income realized or withhold any taxes due at vesting of your restricted stock units or at the time you sell your shares. You are required to report the income realized in connection with the vesting of your restricted stock units or subsequent sale of the shares, and to pay any taxes in connection with the vesting of your restricted stock units or subsequent sale of the shares. However, if it is determined that social insurance contributions are due on the restricted stock units, your employer will withhold any applicable contributions.

16. WHAT ARE THE TAX CONSEQUENCES WHEN I SELL THE SHARES I RECEIVED ON SETTLEMENT OF MY RESTRICTED STOCK UNITS?

You may be subject to tax when you subsequently sell the shares acquired at vesting of your restricted stock units at a gain. The taxable amount will be the difference between the sale proceeds and the fair market value of the shares on the date of vesting. However, if the sale proceeds from the sale of the shares in the month of sale combined with the sale proceeds from any other shares sold on a foreign stock exchange during the same month are less than or equal to a monthly exempt amount, you will be exempt from tax.

CANADA

RESTRICTED STOCK UNITS

17. AM I SUBJECT TO INCOME TAX WHEN I RECEIVE MY RESTRICTED STOCK UNIT AWARD?

No.

18. WHAT ARE THE TAX CONSEQUENCES OF THE RECEIPT OF SHARES OF STOCK ON SETTLEMENT OF MY VESTED RESTRICTED STOCK UNITS?

You will be subject to tax when your restricted stock units have satisfied all vesting conditions and the shares have been delivered to you.

The taxable amount will be the fair market value of the shares of stock at the time of the taxable event (the “*Restricted Stock Unit Income*”).

19. WILL THE COMPANY COLLECT INCOME AND EMPLOYMENT TAXES ON DELIVERY OF THE SHARES SUBJECT TO MY RESTRICTED STOCK UNITS?

Your employer will withhold income tax and deduct Canada Pension Plan contributions (to the extent you have not exceeded the applicable contribution ceiling) in respect of the Restricted Stock Unit Income. Your employer will also report the Restricted Stock Unit Income as income to you to the CRA and will provide you with a copy of the T4 form containing this information to assist you in preparing your tax return. The T4 will be provided by the last day in February in the year following the year in which you exercise your option. *Please contact the Stock Plan Administrator prior to the vesting date of your restricted stock units to find out if a relevant recharge agreement is operated.*

20. WHAT ARE THE TAX CONSEQUENCES WHEN I SELL THE SHARES I RECEIVED ON SETTLEMENT OF MY RESTRICTED STOCK UNITS?

Upon a subsequent sale or other taxable disposition of any shares of stock acquired upon the vesting of a restricted stock units, you will generally recognize a capital gain in the amount by which the proceeds of disposition exceed the total of your adjusted cost base for Canadian income tax purposes of the shares of stock and any reasonable costs associated with the disposition. As of August 2020, 50% of such capital gain would be included in your income and taxed at your marginal income tax rate. If the proceeds of disposition are less than the total of your adjusted cost base of the shares of stock and any reasonable costs associated with the disposition, you will generally recognize a capital loss that can be offset against taxable capital gains.

Your adjusted cost base of the shares of stock acquired upon the vesting of a restricted stock unit is generally equal to the fair market value of the shares of stock at that time. However, your adjusted cost base of the shares of stock is averaged with the adjusted cost base of any other identical shares of the Company you own as capital property.

FRANCE

RESTRICTED STOCK UNITS

Note that the below assumes that the restricted stock unit awards are not intended to qualify for specific tax and social security treatment.

21. AM I SUBJECT TO TAX WHEN I RECEIVE MY RESTRICTED STOCK UNIT AWARD?

No.

22. WHAT ARE THE TAX CONSEQUENCES UPON VESTING AND SETTLEMENT OF MY RESTRICTED STOCK UNITS?

You will be subject to income tax and social insurance contributions when your restricted stock units vest and shares are issued to you. The taxable amount will be the fair market value of the shares at vesting.

This benefit in kind is treated as employment income and is subject to:

(i) standard social insurance contributions at a global rate of approximately 20-22% (partly capped at 10.10% when global salary income exceeds the relevant threshold);

(ii) income tax at the applicable progressive rate, after the deduction of tax-deductible social insurance contributions; and

(iii) you may also be subject to an additional surtax (“*contribution exceptionnelle sur les hauts revenus*”) if your annual income (including the gain realized upon vesting of your restricted stock units) exceeds certain thresholds.

23. WILL THE COMPANY COLLECT INCOME AND EMPLOYMENT TAXES ON DELIVERY OF THE SHARES SUBJECT TO MY RESTRICTED STOCK UNITS?

Your employer will withhold your social insurance contributions and income tax due on the benefit received upon vesting. The withholding tax rate would depend on the global tax situation of your tax household (including spouses or partners) and would be communicated by the French tax authorities to your employer.

Your employer will report the benefit vested on your monthly pay-slip through the *déclaration sociale nominative* (DSN).

You will be responsible for paying and reporting any capital gain taxes owed as a result of the sale of the shares.

In any case, you must declare your global income, including your restricted stock unit related gains, to the French tax authorities each year.

In summary, you will be responsible for:

(i) reporting the benefit vested on the annual tax return relating to the year of vesting and pay the additional income tax due if the tax withheld by your employer was insufficient; and

(ii) reporting the sale gains on the annual tax return relating to the year of sale and paying the corresponding tax.

If you reside in France when restricted stock units are granted to you but subsequently leave France prior to the vesting date, different income tax withholding obligations may apply.

You should consult with your personal tax advisor for more information.

24. WHAT ARE THE TAX CONSEQUENCES WHEN I SELL THE SHARES RECEIVED UPON SETTLEMENT OF MY RESTRICTED STOCK UNITS?

You will be subject to capital gains tax when you subsequently sell the shares acquired at vesting of your restricted stock units at a gain. The taxable amount will be the difference between the sale proceeds and the fair market value of the shares at vesting.

However, you may elect to have your capital gains taxed at the standard progressive income tax, in which case this election shall apply to all your financial investment income. This election is only tax efficient for **low income tax payers**. Social surtaxes remain applicable in any case.

As the case may be, a surtax on high income (“*contribution exceptionnelle sur les hauts revenus*”) also applies on income exceeding certain thresholds.

You should consult your personal tax advisor to determine your tax liability upon sale of the shares.

GERMANY

RESTRICTED STOCK UNITS

25. AM I SUBJECT TO TAX WHEN I RECEIVE MY RESTRICTED STOCK UNIT AWARD?

No. You should not be subject to tax when you are granted restricted stock unit awards. There is a remote risk that the tax authority may take a different view on this.

26. WHAT ARE THE TAX CONSEQUENCES UPON VESTING AND SETTLEMENT OF MY RESTRICTED STOCK UNIT AWARDS?

You will be subject to income tax and social security contributions (to the extent you have not yet exceeded the applicable contribution ceiling) when your restricted stock unit awards vest and shares of common stock are issued to you. The taxable amount will be the fair market value of the shares of common stock at vesting.

27. WILL THE COMPANY COLLECT INCOME AND EMPLOYMENT TAXES ON DELIVERY OF THE SHARES SUBJECT TO MY RESTRICTED STOCK UNITS?

Your employer will be required to withhold wage tax and social security contribution (to the extent you have not yet exceeded the applicable contribution ceiling) when you acquire shares pursuant to the Plan, provided that your employer has either a permanent establishment or a permanent representative in

Germany. Otherwise, you will be responsible for reporting the income realized on your tax return and paying any tax liability in connection with the shares acquired pursuant to the Plan.

It should be noted that (under certain circumstances) your employer may be required to withhold wage tax on capital gains from the sale of the shares acquired pursuant to the Plan.

28. WHAT ARE THE TAX CONSEQUENCES WHEN I SELL THE SHARES OF COMMON STOCK RECEIVED UPON SETTLEMENT OF MY RESTRICTED STOCK UNIT AWARDS?

When you sell the shares of common stock acquired pursuant to the Plan, you will be subject to income tax on any capital gain you realize. The taxable gain will be the difference between the sales proceeds and the fair market value of the shares of common stock on the acquisition date.

If the sales proceeds are lower than the fair market value of the shares of common stock on the acquisition date, you will realize a capital loss. Capital losses may be used to offset capital gains realized in the current tax year or in any subsequent tax year.

INDIA

RESTRICTED STOCK UNITS

29. AM I SUBJECT TO INCOME TAX WHEN I RECEIVE MY RESTRICTED STOCK UNIT AWARD?

No.

30. WHAT ARE THE TAX CONSEQUENCES OF THE RECEIPT OF SHARES OF STOCK ON SETTLEMENT OF MY VESTED RESTRICTED STOCK UNITS?

You will be subject to income tax. The difference between the fair market value (“*FMV*”) of the shares on the date you acquire the stock and any amount payable by you in respect of the restricted stock units will be taxable as a perquisite under the head of ‘income from salary’ on the date of acquisition of stock.

31. WILL THE COMPANY COLLECT INCOME AND EMPLOYMENT TAXES ON DELIVERY OF THE SHARES SUBJECT TO MY RESTRICTED STOCK UNITS?

The Company will withhold tax on the perquisite value of the shares, by considering them to be income from salary. You are responsible for reporting and paying any tax resulting from the subsequent sale of your stock. Any tax paid in the USA regarding acquisition of the shares as per US tax laws, would be available as tax credit under the Double Taxation Avoidance Agreement between India and the USA.

32. WHAT ARE THE TAX CONSEQUENCES WHEN I SELL THE SHARES I RECEIVED ON SETTLEMENT OF MY RESTRICTED STOCK UNITS?

When you sell stock you received under your restricted stock units, you will be subject to tax on any gain you realize. The taxable gain will be the difference between the sale proceeds and the FMV of the shares that was used by the Company for the determination of the perquisite value. If you have held the shares for a period equal to or less than 24 months from the date of acquisition, the gains would be treated as short term capital gains and will be liable to tax as income, depending on your total taxable income. If you have held the shares for more than 24 months from the date of acquisition, the gains would be treated

as long term capital gains and will be liable to tax on the sale price less cost inflated index of the purchase price (depending on the period for which the shares have been held). The long term capital gains tax rate is 20% plus surcharge (if applicable) and education cess of 4% on the tax and surcharge. The short term capital gains tax rate will be up to 30% (depending on the tax rate applicable to you) plus surcharge (if applicable) and education cess of 4% on the tax and surcharge. A surcharge of 10% is applicable if your total income including capital gains exceeds INR 5 million but does not exceed INR 10 million, a surcharge of 15% is applicable if your total income exceeds INR 10 million but does not exceed INR 20 million, a surcharge of 25% is applicable if your total income exceeds INR 20 million but does not exceed INR 50 million, and a surcharge of 37% is applicable if your total income exceeds INR 50 million.

These rules are complex, and their impact will vary according to your personal circumstances. You should consult with your personal tax advisor prior to acquiring or selling your shares.

ISRAEL

RESTRICTED STOCK UNITS

The below has been prepared on the basis that all options and restricted stock units are awarded under the non-trustee track in Israel

33. AM I SUBJECT TO INCOME TAX WHEN I RECEIVE MY RESTRICTED STOCK UNIT AWARD?

No.

34. WHAT ARE THE TAX CONSEQUENCES OF THE RECEIPT OF SHARES OF STOCK ON SETTLEMENT OF MY VESTED RESTRICTED STOCK UNITS?

If you were a contractor on the date of grant, your restricted stock units were subject to section 3(i) of the Israel Income Tax Ordinance (New Version), 1961. As a result, you will be subject to tax at vesting and settlement on the difference between the fair market value of the shares you acquire and any amount paid by you for the shares.

35. WILL THE COMPANY COLLECT INCOME AND EMPLOYMENT TAXES ON DELIVERY OF THE SHARES SUBJECT TO MY RESTRICTED STOCK UNITS?

The entity engaging you will withhold all applicable withholding taxes on exercise.

36. WHAT ARE THE TAX CONSEQUENCES WHEN I SELL THE SHARES I RECEIVED ON SETTLEMENT OF MY RESTRICTED STOCK UNITS?

Upon the sale of any shares acquired under the Plan, you will be subject to , you will be subject to capital gains tax on any further gain.

ITALY

RESTRICTED STOCK UNITS

37. AM I SUBJECT TO INCOME TAX WHEN I RECEIVE MY RESTRICTED STOCK UNIT AWARD?

No.

38. WHAT ARE THE TAX CONSEQUENCES OF THE RECEIPT OF SHARES OF STOCK ON SETTLEMENT OF MY VESTED RESTRICTED STOCK UNITS?

You will be subject to income tax (including any applicable regional surcharge, municipal surcharge and extraordinary surcharge) upon the exercise of your option. The taxable income is equal to the difference between (i) the “value” of the shares at the exercise date and (ii) the exercise price paid (so called “strike price”). The “value” of the shares is the average of the official prices of the shares over the month preceding and including the exercise date (i.e., the average prices during the period ending on the exercise date and starting on the same day of the preceding month).

You will not be subject to social security contributions on the spread.

39. WILL THE COMPANY COLLECT INCOME AND EMPLOYMENT TAXES ON DELIVERY OF THE SHARES SUBJECT TO MY RESTRICTED STOCK UNITS?

Your employer will withhold and report income tax on the taxable amount at exercise. However, you will be responsible for paying and reporting any taxes owed as a result of the sale of the shares or the receipt of any dividends.

We suggest you contact a local tax advisor for further information.

40. WHAT ARE THE TAX CONSEQUENCES WHEN I SELL THE SHARES I RECEIVED ON SETTLEMENT OF MY RESTRICTED STOCK UNITS?

When you sell the shares acquired upon exercise of your option, you generally will be subject to capital gains tax on any gain. The amount previously taxed upon exercise as employment income is assumed as the tax value of the shares to be sold. Thus, the capital gain is determined based on the difference between (a) the sale price and (b) the tax value of the shares. Capital gains are subject to a substitute tax (which is applied on the amount of proceeds net of any withholding taxes applied abroad – so called “*netto frontiera*”).

MEXICO

RESTRICTED STOCK UNITS

41. AM I SUBJECT TO INCOME TAX WHEN I RECEIVE MY RESTRICTED STOCK UNIT AWARD?

No.

42. WHAT ARE THE TAX CONSEQUENCES OF THE RECEIPT OF SHARES OF STOCK ON SETTLEMENT OF MY VESTED RESTRICTED STOCK UNITS?

You will be subject to income tax. The income shall be determined by the difference between (i) the market value of the restricted stock units at the moment of vesting and (ii) any amount payable by you in respect of the restricted stock units. This income would be treated as salary subject income tax at a rate of up to 35% (depending on the specific bracket under which you are required to pay income taxes).

43. WILL THE COMPANY COLLECT INCOME AND EMPLOYMENT TAXES ON DELIVERY OF THE SHARES SUBJECT TO MY RESTRICTED STOCK UNITS?

No withholding will apply. You personally will be responsible for paying any income tax directly to the Mexican tax authorities by the 17th day of the month following the month in which the restricted stock units vested.

44. WHAT ARE THE TAX CONSEQUENCES WHEN I SELL THE SHARES I RECEIVED ON SETTLEMENT OF MY RESTRICTED STOCK UNITS?

When you sell stock you received under your restricted stock units, you will be subject to tax on any gain you realize. Generally, the taxable gain will be equal to the difference between the sale proceeds and your tax basis in such shares (generally, the fair market value of the shares on the vesting date). The advance payment of such tax shall be computed by applying the rate of 20% of the gross amount received, without any deduction and shall be payable within 15 days after the sale. In addition, at the end of the relevant fiscal year, you will be required to include the gain in your annual tax return which could be subject to income tax at a rate of up to 35%. The advanced income tax paid on the transfer date could be offset against the annual income tax, if applicable requirements are met.

You will be responsible for reporting any capital gains (or losses) you recognize from the sale of shares and paying any applicable taxes due on such gains.

These rules are complex, and their impact will vary according to your personal circumstances. You should consult with your personal tax advisor prior to acquiring or selling your shares.

NETHERLANDS

RESTRICTED STOCK UNITS

45. AM I SUBJECT TO INCOME TAX WHEN I RECEIVE MY RESTRICTED STOCK UNIT AWARD?

No.

46. WHAT ARE THE TAX CONSEQUENCES OF THE RECEIPT OF SHARES OF STOCK ON SETTLEMENT OF MY VESTED RESTRICTED STOCK UNITS?

When you are granted shares of stock upon the vesting of your restricted stock units, you will be subject to Dutch personal income tax (progressive Box 1 rates of up to 51.75% apply (2019)) and social insurance contributions (to the extent you have not exceeded the applicable contribution ceiling) on the fair market value of the stock on the date of granting of such stock minus the possible purchase price paid for the shares of stock.

The Dutch personal income tax rates equal the Dutch wage tax (and social security contribution) rates. Dutch wage tax (and social security contributions) - to be withheld by your Dutch employer (see further Question 89 below) - levied, can in principle be credited against the Dutch personal income tax due. As such, Dutch wage tax can be considered as an advance levy for Dutch personal income taxation.

In addition, any stock acquired or any cash amount received will in principle be subject to Dutch personal income tax in Box 3 (an annual investment yield tax with a tax rate of 30%).

Depending on the amount of your yield basis (*rendementsgrondslag*), the deemed return subject to tax will be a percentage of your yield basis insofar as your yield basis exceeds a certain threshold (*heffingvrij vermogen*). Your yield basis is determined as the fair market value of certain qualifying assets (including, as the case may be, the stock) held by you less the fair market value of certain qualifying liabilities owed by you, both determined on January 1 of the relevant year.

You are responsible for reporting your yield basis and paying any investment yield tax due via your annual Dutch personal income tax return.

47. WILL THE COMPANY COLLECT INCOME AND EMPLOYMENT TAXES ON DELIVERY OF THE SHARES SUBJECT TO MY RESTRICTED STOCK UNITS?

To the extent you are subject to Dutch wage tax, the (Dutch) employer will in principle withhold and pay Dutch wage tax and social security contributions when you receive shares of stock on the vesting of your restricted stock units.

You are (and remain) responsible for reporting and paying your Box 1 and Box 3 Dutch personal income tax.

48. WHAT ARE THE TAX CONSEQUENCES WHEN I SELL THE SHARES I RECEIVED ON SETTLEMENT OF MY RESTRICTED STOCK UNITS?

Any capital gains on the shares acquired on the vesting of your restricted stock unit are deemed to be included in the annual investment yield tax. Consequently, you will not be subject to capital gains tax with respect to the sale of the shares acquired under the Plan, provided that you own less than 5% of the Company's stock.

NEW ZEALAND

RESTRICTED STOCK UNITS

49. AM I SUBJECT TO INCOME TAX WHEN I RECEIVE MY RESTRICTED STOCK UNIT AWARD?

No.

50. WHAT ARE THE TAX CONSEQUENCES OF THE RECEIPT OF SHARES OF STOCK ON SETTLEMENT OF MY VESTED RESTRICTED STOCK UNITS?

When you receive shares of stock upon settlement of your vested restricted stock units, you will be subject to tax on the benefit you receive (i.e. the discount on your shares, if any). Tax will be assessable on the amount by which the market value of the shares you receive, exceeds any amount paid for those shares. In the event that the shares are subject to restrictions (and those restrictions do not also apply to non-employee shareholders) the taxing point for the shares may be deferred.

51. WILL THE COMPANY COLLECT INCOME AND EMPLOYMENT TAXES ON DELIVERY OF THE SHARES SUBJECT TO MY RESTRICTED STOCK UNITS?

Your employer will report any benefit you receive as a result of your participation in the Plan to the New Zealand tax office (Inland Revenue). You are ultimately responsible for paying any tax due in respect of that benefit. However, your employer may elect to withhold any tax payable on your behalf. In

the event that your employer elects to withhold tax, you will not be liable to pay tax separately in respect of benefits received under the Plan (assuming that the amount of tax withheld has been correctly calculated).

In the event that your Restricted Stock Unit Award is settled in cash, tax will be withheld from that payment by your employer under New Zealand's pay as you earn (PAYE) regime, as if that cash amount formed part of your salary and wages.

52. WHAT ARE THE TAX CONSEQUENCES UPON MY SALE OF THE SHARES RECEIVED UPON SETTLEMENT OF MY RESTRICTED STOCK UNIT AWARD?

You will only be subject to tax on any gain you derive on the sale of shares received upon settlement of your restricted stock units under the Plan if the shares were acquired with a dominant purpose of resale, as part of a business that you carry on, or as part of a profit-making undertaking or scheme. However, this treatment may be different if you are required to apply the Foreign Investment Fund ("**FIF**") rules to shares you acquire under the Plan.

The FIF rules may apply to the shares if:

- the total cost of the shares you acquire under the Plan and all other shares you hold in offshore companies (other than interests in companies that are expressly outside of the scope of the FIF rules) is more than NZ\$50,000; and
- the FIF rules are not specifically prevented from applying to shares acquired under the Plan by the exemption for employee share schemes in the FIF rules (the application of the exemption will depend on the restrictions, if any, that apply to the shares you acquired under the Plan).

When the FIF rules apply, you will pay income tax on the amount of income that you are deemed to derive (on a yearly basis) as a result of holding shares in the Company. The amount of income tax payable is determined by applying one of the FIF attribution methods. Eligibility rules dictate which FIF attribution method you can apply. A common method for determining an individual's tax liability under the FIF rules is the fair dividend rate ("**FDR**").

Under the FDR method, you will be taxed each year on 5% of the total opening market value (at the beginning of each income year) of all of your offshore portfolio share investments. Any distributions you actually received during that year will be disregarded, although you should be able to use foreign tax credits (representing foreign withholding tax paid on the distributions) to offset your New Zealand tax liability. Any purchases and sales of shares made during an income year are ignored until the next income year (subject to a "quick sale adjustment" if shares are bought and sold within the same income year).

If your actual return is less than 5% of the opening market value of your portfolio calculated under the FDR method, you may be able to elect to be taxed on the actual return you received.

We recommend that you obtain independent tax advice in order to determine whether (and, if so, how) the FIF rules apply to you.

PEOPLE'S REPUBLIC OF CHINA (PRC)

RESTRICTED STOCK UNITS

Note there is currently no clear tax rules for restricted stock units in the PRC; below analysis is based on the tax rules for restricted stocks, which according to the prevailing practice is also applicable to restricted stock units.

53. AM I SUBJECT TO INCOME TAX WHEN I RECEIVE RESTRICTED STOCK UNITS?

You will not be subject to Individual Income Taxes ("IIT") when you receive restricted stock units or when your restricted stock units vest.

54. WHAT ARE THE TAX CONSEQUENCES OF THE RECEIPT OF SHARES OF STOCK UPON SETTLEMENT OF MY VESTED RESTRICTED STOCK UNITS?

When you receive shares of stock upon settlement of your vested restricted stock units, any benefit obtained therefrom will be taxed as salaries and wages and be subject to IIT at the progressive rate ranging from 3% - 45%. The taxable amount will be the difference between the fair market value of the stock you receive and the amount you paid for the stock, if any.

55. WILL THE COMPANY COLLECT INCOME AND EMPLOYMENT TAXES ON DELIVERY OF THE SHARES SUBJECT TO MY RESTRICTED STOCK UNITS?

In line with the applicable regulations, your employer will be required to withhold the IIT imposed on the benefit you receive as a result of delivery of the shares.

56. WHAT ARE THE TAX CONSEQUENCES WHEN I SELL THE SHARES I RECEIVED UPON SETTLEMENT OF MY RESTRICTED STOCK UNITS?

You will be subject to IIT at a flat rate of 20% on any gains you realize through selling the shares. The taxable amount would be the difference between the sales proceeds you receive and the fair market value of the shares that was used to determine the taxable amount when you receive the shares of stock upon settlement of your vested restricted stock units. Any income tax paid by you in the USA as a result of selling such shares as per US tax laws, may be utilized as tax credit for the purpose of determining the PRC IIT payable amount.

POLAND

RESTRICTED STOCK UNITS

57. AM I SUBJECT TO INCOME TAX WHEN I RECEIVE MY RESTRICTED STOCK UNIT AWARD?

No.

58. WHAT ARE THE TAX CONSEQUENCES OF THE RECEIPT OF SHARES OF STOCK ON SETTLEMENT OF MY VESTED RESTRICTED STOCK UNITS?

It is expected that a deferral will apply, such that there will be no tax consequences on vesting / delivery of the shares of stock.

59. WILL THE COMPANY COLLECT INCOME AND EMPLOYMENT TAXES ON DELIVERY OF THE SHARES SUBJECT TO MY RESTRICTED STOCK UNITS?

No withholding will apply.

60. WHAT ARE THE TAX CONSEQUENCES WHEN I SELL THE SHARES I RECEIVED ON SETTLEMENT OF MY RESTRICTED STOCK UNITS?

When you sell shares acquired under the Plan, you may be subject to capital gains tax at a flat rate to the extent that the sale proceeds exceed your cost basis in the shares (generally, the price, if any, you paid to acquire your shares). You will be responsible for reporting and paying this tax.

You should consult with your personal tax advisor to determine the tax treatment in your particular circumstance as taxation of capital gains is complex.

PUERTO RICO

RESTRICTED STOCK UNITS

This supplement is not tax or legal advice. Instead, it provides a summary of possible tax consequences associated with non-qualified restricted stock units (“**RSUs**”) granted under the Plan. This summary is intended only as a general summary of the Puerto Rico income tax consequences of participation in the Plan by a Puerto Rico resident employee and does not purport to be a complete statement of such consequences. The Company is not responsible for ensuring your individual compliance with tax payment and reporting obligations. You are strongly advised to seek appropriate professional advice as to how the tax or other laws apply to your specific situation.

61. AM I SUBJECT TO INCOME TAX WHEN I RECEIVE MY RESTRICTED STOCK UNIT AWARD?

If, at grant, the restricted stock units are subject to substantial restrictions or to a substantial risk of forfeiture which, in turn, may depress the fair market value of the restricted stock units or make it impossible to determine their fair market value as of the date of the transfer, then, you will not be subject to tax when your restricted stock units are granted to you.

62. WHAT ARE THE TAX CONSEQUENCES OF THE RECEIPT OF SHARES OF STOCK ON SETTLEMENT OF MY VESTED RESTRICTED STOCK UNITS?

Assuming a taxable event does not arise upon grant of the restricted stock units, you will be considered to receive taxable wages in an amount equal to the fair market value of the shares at the point in time in which the restrictions on the restricted stock units lapse or the restricted stock units are vested, regardless of whether this may happen in a different year to that in which you rendered services to the Company or your employer, as applicable. Accordingly, upon vesting, you will realize taxable income equal to the fair market value of the shares subject to the restricted stock units.

63. WILL THE COMPANY COLLECT INCOME AND EMPLOYMENT TAXES ON DELIVERY OF THE SHARES SUBJECT TO MY RESTRICTED STOCK UNITS?

The Company or your employer (as applicable) will be required to withhold the Puerto Rico income tax and social insurance contributions (plus Medicare tax) due on the vesting of the restricted stock units. The Company or your employer (as applicable) reserves the right to withhold any applicable income tax and social insurance contributions by any withholding method set forth in the award agreement provided to you in connection with the grant of the restricted stock units.

You are required to report the income recognized when your restricted stock units vest in your annual income tax return for the relevant year. Your actual tax liability may be different from the amount of tax withheld by your employer. Thus, you may be entitled to a tax refund or you may be liable for additional tax. You will be responsible for seeking such a refund or for paying such additional tax.

64. WHAT ARE THE TAX CONSEQUENCES WHEN I SELL THE SHARES I RECEIVED ON SETTLEMENT OF MY RESTRICTED STOCK UNITS?

You will be subject to capital gains tax when you sell shares acquired under the Plan. The taxable amount will be the difference between the sale proceeds and your tax basis in the shares (i.e., in general, the income recognized when your restricted stock units vest). If you hold the shares for at least one year, you will generally be subject to tax at the applicable flat rate of 15% on the taxable amount. If you hold the shares for less than one year, you will generally be subject tax at your ordinary income tax rate. You will be responsible for reporting any gain resulting from the sale of shares and for paying any applicable taxes.

SPAIN

RESTRICTED STOCK UNITS

65. AM I SUBJECT TO INCOME TAX WHEN I RECEIVE MY RESTRICTED STOCK UNIT AWARD?

No.

66. WHAT ARE THE TAX CONSEQUENCES OF THE RECEIPT OF SHARES OF STOCK ON SETTLEMENT OF MY VESTED RESTRICTED STOCK UNITS?

You will generally recognize taxable employment income qualifying as:

(i) compensation in cash, if you receive the cash equivalent to your restricted stock units. The taxable income will be equal to the fair market value of the shares vested at the time of settlement.

(ii) compensation in kind, if you receive stock. The taxable income will be equal to the fair market value of the shares vested at the time of settlement.

In general, your taxable employment income may be reduced by 30% if there is over 2 years between the granting date and vesting date of your options. This reduction can only be applied every five years. You are encouraged to consult with your personal tax advisor if additional requirements and limitations apply to you.

Should you sell shares to cover for broker commissions, tax withholdings and other costs related to your settling of restricted stock units, consult your local advisor to determine whether any capital gain or loss arises on the disposition of the shares.

In addition, provided you have not met the social security ceiling, the income is subject to social security contributions.

Under no circumstances can the aggregate spread exceed 30% of your overall employment income.

67. WILL THE COMPANY COLLECT INCOME AND EMPLOYMENT TAXES ON DELIVERY OF THE SHARES SUBJECT TO MY RESTRICTED STOCK UNITS?

If the income realized at vesting and settling qualifies as compensation in-kind, it is subject to payment on account, and your employer will charge the payment on account to you. If the income realized at vesting and settling qualifies as compensation in cash, it is subject to withholding from your employer.

You will be entitled to deduct any taxes withheld or paid on account from your overall annual income tax liability.

Your employer will also withhold any social security contributions applicable to the spread at exercise.

Your employer will report the full benefit you receive upon vesting and settlement of your restricted stock unit awards.

Your broker will report the proceeds from the sale of the shares. It is your responsibility to report and pay any tax due as a result of sale of the shares.

68. WHAT ARE THE TAX CONSEQUENCES WHEN I SELL THE SHARES I RECEIVED ON SETTLEMENT OF MY RESTRICTED STOCK UNITS?

If you sell any shares acquired under the Plan, you will be taxed on any gain realized at the applicable progressive tax rate for passive income (*base imponible del ahorro*). Your capital gain is determined by taking the excess of (1) the proceeds from the sale price of the shares, over (2) the adjusted cost basis in the shares and all reasonable costs associated with the disposition. If you sell shares to cover for broker commissions, tax withholdings and other costs related to your settling of restricted stock units, you should consult your local advisor to determine how these impacted your adjusted cost basis.

You will be taxed in this manner regardless of how long you hold the shares.

SWEDEN

RESTRICTED STOCK UNITS

69. AM I SUBJECT TO INCOME TAX WHEN I RECEIVE MY RESTRICTED STOCK UNIT AWARD?

No.

70. WHAT ARE THE TAX CONSEQUENCES OF THE RECEIPT OF SHARES OF STOCK ON SETTLEMENT OF MY VESTED RESTRICTED STOCK UNITS?

If you are an employee, you are subject to Swedish employment income tax upon vesting and settlement of your restricted stock unit awards. As a general rule, the fair market value of the restricted stock unit awards at vesting and settlement is taxed as employment income. However, should the acquisition of the restricted stock unit awards come with a cost on your part, only the “spread,” i.e. the fair market value of restricted stock unit awards at the time of vesting and settlement minus the total price paid for the restricted stock unit awards is taxed as employment income.

In addition, the fair market value or “spread” (as applicable) is subject to social security contributions upon vesting and settlement payable by the employer.

71. WILL THE COMPANY COLLECT INCOME AND EMPLOYMENT TAXES ON DELIVERY OF THE SHARES SUBJECT TO MY RESTRICTED STOCK UNITS?

If you are an employee your employer will withhold and report Swedish employment income tax and pay social security contributions on the fair market value or “spread” (as applicable) at vesting and settlement of the restricted stock unit awards.

You are responsible for reporting and paying Swedish capital gains tax on the subsequent sale of the shares. Capital gains are not subject to Swedish withholding tax, nor subject to social security contributions.

72. WHAT ARE THE TAX CONSEQUENCES WHEN I SELL THE SHARES I RECEIVED ON SETTLEMENT OF MY RESTRICTED STOCK UNITS?

When you sell the shares received upon settlement of your restricted stock unit awards, you are generally subject to Swedish capital gains tax on any gain, i.e. the difference between the sale proceeds and the acquisition cost of the shares. The acquisition cost consists of the total price paid for the restricted stock unit awards, if any, plus the amount recognized as employment income upon the vesting and settlement of the restricted stock unit awards.

SWITZERLAND

RESTRICTED STOCK UNITS

73. AM I SUBJECT TO INCOME TAX WHEN I RECEIVE MY RESTRICTED STOCK UNIT AWARD?

No.

74. WHAT ARE THE TAX CONSEQUENCES OF THE RECEIPT OF SHARES OF STOCK ON SETTLEMENT OF MY VESTED RESTRICTED STOCK UNITS?

You will be subject to income tax when your restricted stock units have satisfied all vesting conditions and the shares have been delivered to you.

The taxable amount will be the fair market value of the shares at the time of the taxable event. You will be subject to social insurance contributions on the same amount.

75. WILL THE COMPANY COLLECT INCOME AND EMPLOYMENT TAXES ON DELIVERY OF THE SHARES SUBJECT TO MY RESTRICTED STOCK UNITS?

If you are subject to ordinary tax assessment (e.g., if you are a tax resident of Switzerland or you are a Swiss national (except if your residence is outside of Switzerland) or a foreign employee holding a “C” residence permit), your employer will not withhold the income tax due on the RSU income. However, your employer will withhold social insurance contributions (to the extent you have not exceeded the applicable contribution ceiling) due on the RSU income. Your employer will be required to report the grant of the RSU and the vesting on the annual certificate of salary (*Lohnausweis*) issued to you at the end of the applicable calendar year and to the Swiss tax authorities. You are responsible for attaching the certificate of salary to your income and wealth tax return and for paying any tax resulting from your participation in the Plan. In addition, you must declare the shares received in the statement on bank accounts and securities (*Wertschriftenverzeichnis*) that you are required to file with your income and wealth tax return.

If you are subject to taxation at source (e.g., if you are a foreign employee holding a “B” or “L” permit or a cross-border “G” employee), your employer will withhold the income tax (subject to certain exemptions for cross-border employees, depending on the canton in which you work and your country of residence) and social insurance contributions (to the extent you have not exceeded the applicable contribution ceiling) due on the RSU income. Depending on the amount of your annual income in Switzerland, you may be required to file a tax return and pay additional tax (or receive a refund) when the tax administration computes the exact amount of tax due.

76. WHAT ARE THE TAX CONSEQUENCES WHEN I SELL THE SHARES I RECEIVED ON SETTLEMENT OF MY RESTRICTED STOCK UNITS?

You will not be subject to tax when you sell or otherwise dispose of the shares acquired under the Plan, provided the shares are sold at the fair market value for Swiss income tax purposes and held as private assets (i.e., you are not considered to be a professional securities dealer for Swiss tax purposes; the shares were not purchased and/or held as business assets and provided further that the sale is not linked to specific tax-relevant corporate structural changes such as e.g. partial liquidation (direct or indirect)). You will be responsible for declaring the proceeds from the sale of the shares as part of your taxable wealth in your annual tax return and for paying any applicable wealth tax.

UNITED ARAB EMIRATES

RESTRICTED STOCK UNITS

77. AM I SUBJECT TO INCOME TAX WHEN I RECEIVE MY RESTRICTED STOCK UNIT AWARD?

No.

78. WHAT ARE THE TAX CONSEQUENCES OF THE RECEIPT OF SHARES OF STOCK ON SETTLEMENT OF MY VESTED RESTRICTED STOCK UNITS?

There are no tax consequences.

79. WILL THE COMPANY COLLECT INCOME AND EMPLOYMENT TAXES ON DELIVERY OF THE SHARES SUBJECT TO MY RESTRICTED STOCK UNITS?

No.

80. WHAT ARE THE TAX CONSEQUENCES WHEN I SELL THE SHARES I RECEIVED ON SETTLEMENT OF MY RESTRICTED STOCK UNITS?

There are no tax consequences.

UNITED KINGDOM

RESTRICTED STOCK UNITS

81. AM I SUBJECT TO TAX WHEN I RECEIVE MY RESTRICTED STOCK UNIT AWARD?

You will not be subject to tax when you are granted restricted stock unit awards.

82. WHAT ARE THE TAX CONSEQUENCES UPON VESTING AND SETTLEMENT OF MY RESTRICTED STOCK UNIT AWARDS?

You will be subject to income tax when your restricted stock unit awards vest and shares of common stock are issued to you. The taxable amount will be the fair market value of the shares of common stock at vesting. You will also be subject to employee (and may be required to pay employer) national insurance contributions (“*NICs*”) on this amount.

83. WILL THE COMPANY COLLECT INCOME AND EMPLOYMENT TAXES ON VESTING OR SETTLEMENT OF THE SHARES SUBJECT TO MY RESTRICTED STOCK UNIT AWARD?

Your employer will be required to withhold the income tax and *NICs* due on the taxable amount at vesting through the Pay As You Earn system. Your employer will also be required to report the details of the grant and vesting of your restricted stock unit awards to the tax authorities. You will be responsible for reporting and paying any capital gains tax due when you sell your shares of common stock.

You should consult with your tax advisor if you have questions relating to the tax consequences of a change in control on your awards

84. WHAT ARE THE TAX CONSEQUENCES UPON MY SALE OF THE SHARES RECEIVED UPON SETTLEMENT OF MY RESTRICTED STOCK UNIT AWARD?

You will be subject to capital gains tax when you subsequently sell the shares of common stock acquired at vesting of your restricted stock unit awards at a gain, provided that your total capital gain for the tax year exceeds your annual personal exemption amount. If you are subject to capital gains tax, the taxable gain will be the difference between the sale proceeds and the fair market value of the shares of common stock at vesting.

If you acquire other shares of the Company, whether through the Plan or independent of it, you will need to take into account the share identification rules in calculating your capital gains tax liability.

You should consult with your tax advisor with respect to the capital gains tax consequences of acquiring and disposing of shares and to determine how the share identification rules apply in your particular situation.