

(a) Termination of Employment. Except as set forth below in Sections 12(b) and 12(c), in the event of the Participant's Termination of Employment for any reason, any unpaid portion of any Award shall be forfeited.

(b) Termination of Employment due to Death. Subject to Section 11, and any applicable deferral plan or arrangement, and except as otherwise provided in Section 12(b)(i), if a Participant dies on or before the last day of the Performance Period and before payment of his or her final Award, the Participant's final Award will be determined after the end of the Performance Period in accordance with Section 10 and will be prorated for the number of months the Participant worked during the Performance Period. Such final Award shall be distributed in a single lump sum cash payment in accordance with Section 11(a) and applicable law. Any such payment will be paid at, or as soon as reasonably practicable after, such time as the Participant's Award would have been paid to the Participant if the Participant had survived and fulfilled all applicable conditions under Section 13 and any applicable deferral plan or arrangement until the date of death.

(i) Designation of Beneficiaries by U.S. Participants. Notwithstanding the preceding language in this Section 12(b), a Participant who is subject to U.S. laws may file a written beneficiary designation with the Company (in such form and manner, and subject to such limitations, as the Committee may determine) to designate a beneficiary or beneficiaries to receive any undistributed amount of an Award that was not deferred under a Company deferral arrangement or plan and that would have been payable to such Participant had the Participant survived and fulfilled all applicable conditions under Section 13 and any applicable deferral plan or arrangement until the time of death. Any such beneficiary designation shall be controlling; provided, however, that if applicable law requires the Company to pay all or any portion of such an amount to the legal representative(s) of the Participant, such payment shall satisfy any and all liability and/or obligation under the Plan with respect to such Participant. Participants may revoke or change such a beneficiary designation from time to time. Subject to the provisions of Section 11, and any applicable deferral plan or arrangement, upon the death of a Participant who has designated a beneficiary in accordance with this Section 12(b)(i), the undistributed amount of such Participant's Award shall be distributed to any surviving designated beneficiary or beneficiaries in a single lump sum cash payment in accordance with Section 11(a) at, or as soon as reasonably practicable after, such time as the Participant's Award would have been paid to the Participant if such Participant had survived. If a Participant who is subject to U.S. law does not file a written beneficiary designation in accordance with this Section 12(b)(i), or such designated beneficiary does not survive the Participant, any undistributed amount of an Award that otherwise would have been payable to such Participant shall be paid to such Participant's legal estate.

(c) Termination of Employment due to Retirement. Subject to the conditions under Section 13, if a Participant has a Termination of Employment due to a voluntary Retirement effective on or before the last day of the Performance Period and before payment of his or her final Award, the Participant's final Award will be determined after the end of the Performance Period in accordance with Section 10 and will be prorated for the number of months the Participant worked during the Performance Period. Payment of any such Award will be paid in accordance with Section 11.

13. Conditions to Payment of Awards. As a condition precedent to the payment of the final Award, each Participant shall refrain from engaging in any activity that is directly or indirectly in competition with any activity of the Company or any Subsidiary thereof and shall refrain from acting in a manner inimical or in any way contrary to the best interests of the Company, as determined under the sole discretion of the Committee or the chief people and employee experience officer of the Company (or such individual holding comparable roles in the event of a restructuring of positions or re-designation of titles). The Committee or the chief people and employee experience officer of the Company (or such individual holding comparable roles in the event of a restructuring of positions or re-designation of titles) may make such determination at any time prior to payment in full of an Award.

14. Limitations. A Participant shall not have any interest in any Award until it is distributed in accordance with the Plan. The fact that an Employee has been selected to be a Participant for a Performance Period shall not in any manner entitle such Participant to receive an Award for such period. The determination as to whether or not such Participant shall be paid an Award for such Performance Period shall be determined solely in accordance with the provisions of Sections 10 and 13 hereof. All payments and distributions to be made thereunder shall be paid from the general assets of the Company. Nothing contained in the Plan, and no action taken pursuant to its provisions, shall create or be construed to create a trust of any kind, or a fiduciary relationship between the Company and any employee, former employee or any other person. The Plan shall not constitute part of any Participant's or Employee's employment contract with the Company or any participating Subsidiary. Participation in the Plan shall not create or imply a right to continued employment.