

SEPARATION AND RELEASE OF CLAIMS AGREEMENT

This Separation and Release of Claims Agreement (the “Agreement”) is dated as of 8/20/2024, by and between Hanwha Qcells Technologies, Inc. (“Employer”), and Scott Otterson (the “Employee”). Employer and Employee are referred to collectively as the “Parties” or individually as the “Party”.

WHEREAS, Employee has been employed by Employer and has served most recently in the role of Staff Data Scientist.

WHEREAS, the Parties have agreed to terminate the existing employment relationship; and

WHEREAS, the Parties desire to resolve any differences and disputes now pending or which may arise in the future with respect to Employee’s employment and the termination thereof.

THEREFORE, in consideration of the foregoing recitals, and the mutual promises, agreements and understandings contained herein, the Parties hereby agree as follows:

1. Separation of Employment. Employee’s last day of employment with Employer will be effective as of the end of normal business day on 8/20/2024 (the “Employment Separation Date”). After the Employment Separation Date, the Employee will not represent himself as being an employee, officer, attorney, agent, or representative of the Employer for any purpose. Except as otherwise set forth in this Agreement, the Employment Separation Date is the employment termination date for the Employee for all purposes, meaning the Employee is not entitled to any further compensation, monies, or other benefits from the Employer, including coverage under any benefit plans or programs sponsored by the Employer, as of the Employment Separation Date.
2. Payments.
 - (A) Whether Employee signs this Agreement or not, Employee acknowledges and agrees that he or she has been paid all wages and compensation, including accrued but unused vacation, due Employee as of the Employment Separation Date. After Employee’s last day worked, Employee will not accrue nor be entitled to any employer-provided benefits (including, without limitation paid time off, sick leave, and 401(k)) and Employee acknowledges and agrees that, except as required by COBRA or other applicable law, the Employer shall have no obligation to continue health benefits. Employee further agrees that as of the date of him or her signing this Agreement, he or she had no outstanding claims for indemnification of any expenses or liabilities incurred during his or her employment, nor any other pending claims against the Employer.
 - (B) Employer shall pay to Employee an amount equal to 5 weeks of base salary minus applicable deductions and withholdings as required by law and two (2) months of COBRA health care coverage for the Employee and his/her family since the Employment Separation Date (these payments are collectively referred to as the “Severance Payment”). Employee should provide the verification of payments made to COBRA for Employer to reimburse such amounts. If he/she does not have health care coverage through Employer, Employer shall pay to Employee the

equivalent amounts of his/her health benefits premiums in cash. In such a case, documentation shall be provided to the Employer that verifies the coverage tier (Employee Only, Employee + Spouse/Domestic Partner, Employee + Child(ren), Employee + Family) of the Employee at the Employment Separation Date. Employee shall be solely responsible for timely remitting the COBRA payment, and for any and all taxes that may be applicable to any portion of the Severance Payment.

(C) Employer will pay the Severance Payment only if Employee signs the Agreement and complies with its terms. Employer will not be required to provide the Severance Payment until after this Agreement becomes effective.

(D) Employee agrees to direct all requests for references to the Employer's Human Resources Department. In response to a request for a reference, the Employer shall provide only the Employee's dates of employment and job title.

Employee understands, acknowledges, and agrees that these benefits exceed what Employee is otherwise entitled to receive on separation from employment, and that these benefits are being given as consideration in exchange for executing this Agreement, including the general release contained in it. Employee further acknowledges that he or she is not entitled to any additional payment or consideration not specifically referenced in this Agreement. Nothing in this Agreement shall be deemed or construed as an express or implied policy or practice of the Employer to provide these or other benefits to any individuals other than the Employee.

3. Release by Employee.

(A) For good and valuable consideration, the receipt and adequacy of which hereby is acknowledged, and as a material inducement to Employer to enter into this Agreement, Employee, on behalf of himself or herself and his or her representatives, family members, heirs, attorneys, executors, administrators, agents, successors and assigns, and each of them, hereby releases, acquits and forever discharges Employer and all of its current and former owners, subsidiaries, joint ventures and affiliates, predecessors, successors, and assigns, and all of their respective directors, shareholders, officers, employees, agents, attorneys, insurers, and all individuals or entities acting by, through, under or in concert with any of them (collectively, the "Released Parties"), from any and all statutory and common law claims that Employee has or may have against the Released Parties arising prior to Employee's signing of this Agreement. Without limitation, the released claims include any and all charges, controversies, claims, demands, wages, rights, agreements, actions, costs or expenses, causes of action, obligations, judgments, rights, fees, damages, debts, obligations, losses, promises and liabilities of whatever kind or nature (including not limited to back wages, stock options and attorneys' fees), in law or in equity or other limited to any claims directly or indirectly arising out of, based upon or relating in any way to Employee's hire, benefits, employment, termination, or separation from employment with the Employer by reason of any actual or alleged act, omission, transaction, practice, conduct, occurrence, or other matter from the beginning of time

up to and including the date of the Employee's execution of this Agreement or relating to arising from any alleged act or omission by any of the Released Parties. This general release of claims shall not be construed to include a release of claims that arise from the Employer's obligations under this Agreement or any claims that cannot be released as a matter of law.

(B) Without limiting the generality of the foregoing, Employee expressly waives and releases all claims of discrimination, retaliation or harassment on the basis of race, age, sex, religion, sexual orientation, national origin, disability, medical condition or other basis under Title VII of the Civil Rights Act of 1964, as amended; Civil Rights Act of 1991 Section 1981 through 1988 of Title 42 of US Code, as amended; the Fair Labor Standards Act (FLSA); Immigration Reform and Control Act, as amended; Americans with Disabilities Act of 1990, as amended; the Equal Pay Act; the Fair Credit Reporting Act (FCRA), the Worker Adjustment and Retraining Notification (WARN) Act; the Age Discrimination in Employment Act of 1967; Older Workers' Benefit Protection Act of 1990; the Uniform Services Employment and Reemployment Rights Act (USERRA); the Genetic Information Nondiscrimination Act (GINA); Occupational Safety and Health Act, as amended; or any analogous state or local statute, all claims under the California Fair Employment and Housing Act; all claims under the California Labor Code, the California Constitution, the California Family Rights Act or the Family and Medical Leave Act; the California Consumer Privacy Act (CCPA); all claims under the Employee Retirement Income Security Act or the Consolidated Omnibus Budget Reconciliation Act; all claims under the California Industrial Welfare Commission Orders or any local, state, or federal law or regulation governing discrimination in employment; all claims under state contract or tort law such as wrongful termination, invasion of privacy, breach of the implied covenant of good faith and fair dealing, defamation or negligent or intentional infliction of emotional distress; claims for attorneys' fees, and all claims pertaining to severance pay, wages, sick leave, vacation pay, life insurance, medical insurance, disability, or any other benefit of employment. However, the identification of specific statutes is for purposes of example only, and the omission of any specific statute or law shall not limit the scope of this general release in any manner. Employee further and expressly waives and releases all any and all claims arising under tort, contract, and quasi-contract law, including but not limited to claims of breach of an express or implied contract, wrongful or retaliatory discharge, fraud, defamation, negligent or intentional infliction of emotional distress, tortious interference with a contract or prospective business advantage, breach of the implied covenant of good faith and fair dealing, promissory estoppel, detrimental reliance, invasion of privacy, false imprisonment, nonphysical injury, personal injury or sickness, or any other harm as well as any and all claims for compensation of any type whatsoever, including but not limited to claims for wages, salary, bonuses, commissions, incentive compensation, vacation, sick pay, and severance that may be legally waived and released. Employee also releases any and all claims for monetary or equitable relief, including but not limited to attorneys' fees, back pay, front pay, reinstatement, experts' fees, medical fees or expenses, costs and disbursements, punitive damages, liquidated damages, and penalties.

(C) Employee expressly agrees that this Agreement extends to all claims of every nature and kind, known or unknown, suspected or unsuspected, vested or contingent, past, present or future, arising from or attributable to any alleged act or omission of the Released Parties and their

respective agents or representatives, occurring prior to the Effective Date (as defined below) of this Agreement, including, without limitation, any alleged act or omission in connection with Employee's hiring or employment by, or the termination of his or her employment with, Employer, provided, however that nothing in this release shall affect Employee's right to enforce the terms of this Agreement.

(D) However, this general release and waiver of claims excludes, and the Employee does not waive, release, or discharge (i) claims that cannot be waived by law, such as claims for unemployment benefit rights and workers' compensation; (ii) indemnification rights the Employee has against the Employer; (iii) any rights to vested benefits, such as pension or retirement benefits, the rights to which are governed by the terms of the applicable plan documents and award agreements. This general release and waiver of claims also excludes, and the Employee does not waive, release, or discharge: (x) the right to file an administrative charge or complaint with, or testify, assist, or participate in an investigation, hearing, or proceeding conducted by or before, or provide information to any Government Agencies about a condition or violation of law; and (y) the right to seek or receive a monetary award from a government-administered whistleblower award program, except that the Employee waives any right to monetary relief related to an administrative charge or complaint with the Equal Employment Opportunity Commission (EEOC), the California Civil Rights Department (CRD), or any state or local fair employment practices agency. "Government Agencies" means any federal, state, or local governmental regulatory or law enforcement agency, including the EEOC

(E) Specific Release of ADEA Claims

In further consideration of the payments and benefits provided to the Employee in this Agreement, the Releasers hereby irrevocably and unconditionally fully and forever waive, release, and discharge the Released Parties from any and all Claims, whether known or unknown, from the beginning of time through the date of the Employee's execution of this Agreement, arising under the Age Discrimination in Employment Act (ADEA), as amended, and its implementing regulations. By signing this Agreement, the Employee hereby acknowledges and confirms that:

- (i) the Employee has read this Agreement in its entirety and understands all of its terms;
- (ii) by this Agreement, the Employee has been advised in writing to consult with an attorney of the Employee's choosing before signing this Agreement;
- (iii) the Employee knowingly, freely, and voluntarily agrees to all of the terms and conditions set out in this Agreement including, without limitation, the waiver, release, and covenants contained in it;

- (iv) the Employee is signing this Agreement, including the waiver and release, in exchange for good and valuable consideration in addition to anything of value to which the Employee is otherwise entitled;
 - (v) the Employee was given at least forty-five (45) days to consider the terms of this Agreement and consult with an attorney of the Employee's choice, although the Employee may sign it sooner if desired and changes to this Agreement, whether material or immaterial, do not restart the running of the 45-day period;
 - (vi) the Employee understands that the Employee has seven (7) days after signing this Agreement to revoke the release in this paragraph by delivering notice of revocation to Hanwha Qcells Technologies, Inc., Attention: Human Resources, 300 Spectrum Center Drive, Suite 500, Irvine, California 92618 before the end of this seven-day period; and the Employee understands that the release contained in this paragraph does not apply to rights and claims that may arise after the Employee signs this Agreement.
- (F) This Agreement is intended to be effective as a general release of and bar to all claims as stated in this Section. Accordingly, the Employee specifically waives all rights under California Civil Code Section 1542, which provides as follows:

“A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.”

For the purpose of implementing a full and complete release, Employee hereby waives all rights which this provision or any comparable provision under any state or federal law may give to them. Employee intends the general release set forth in this Agreement to apply to claims which Employee may have or may not now know or suspect to exist in Employee's favor against the Employer and this Agreement extinguishes those claims. Subject to the representations and warranties contained in this Agreement, Employee understands that the facts with respect to which this Agreement is entered into may hereafter prove to be different from the facts now known or believed by them, and Employee hereby accepts and assumes the risk thereof and agrees that this Agreement shall be and shall remain, in all respects, effective and not subject to termination or rescission by reason of any difference in facts.

4. Knowing and Voluntary Acknowledgment. The Employee specifically agrees and acknowledges that:

- (A) the Employee has read this Agreement in its entirety and understands all of its terms;
- (B) the Employee has been advised to consult with an attorney before executing this Agreement
- (C) the Employee knowingly, freely, and voluntarily assents to all of this Agreement's terms and conditions including, without limitation, the waiver, release, and covenants contained in it;
- (D) the Employee is signing this Agreement, including the waiver and release, in exchange for good and valuable consideration in addition to anything of value to which the Employee is otherwise entitled;
- (E) the Employee is not waiving or releasing rights or claims that may arise after the Employee signs this Agreement; and
- (F) the Employee understands that the waiver and release in this Agreement is being requested in connection with the Employee's termination of employment from the Employer.
- (G) Employee further acknowledges that the Employee is waiving and releasing claims under the Age Discrimination in Employment Act (ADEA), as amended, and has had forty-five (45) days to consider the terms of this Agreement and consult with an attorney of the Employee's choice, although the Employee may sign it sooner if desired and changes to this Agreement, whether material or immaterial, do not restart the 45-day period. Further, the Employee acknowledges that the Employee shall have an additional seven (7) days from signing this Agreement to revoke consent to the Employee's release of claims under the ADEA by delivering notice of revocation in writing and state, "I hereby revoke my agreement to the Separation and Release of Claims Agreement.". The notice of revocation must be sent to Hanwha Qcells Technologies, Inc., Attention: Human Resources, 300 Spectrum Center Drive, Suite 500, Irvine, California by overnight delivery or certified U.S. Mail before the end of the seven-day period. In the event of a revocation by the Employee, the Employer shall have the option of treating this Agreement as null and void in its entirety.

5. Effective Date. This Agreement shall not become effective until the eighth (8th) day after the Employee signs, without revoking, this Agreement ("Effective Date"). No payments due to the Employee under this Agreement shall be made or begin before the Effective Date.

6. Employee Representations. The Employee specifically represents, warrants, and confirms that the Employee:
- (A) has not filed any claims, complaints, or actions of any kind against the Employer with any federal, state, or local court or government or administrative agency. For the avoidance of doubt, this representation does not include, and the Employee is not required to disclose to the Employer, any claims, complaints, or communications to the Securities and Exchange Commission (SEC), the National Labor Relations Board (NLRB), the Equal Employment Opportunity Commission (EEOC), the Occupational Safety and Health Administration (OSHA), or any other federal, state, or local governmental regulatory or law enforcement agency;
 - (B) has not made any claims or allegations to the Employer related to sexual harassment or sexual abuse, and that none of the payments set forth in this Agreement are related to sexual harassment or sexual abuse;
 - (C) has been properly paid for all hours worked for the Employer;
 - (D) has received all wages, salary, commissions, bonuses, and other compensation due to the Employee, including the Employee's final paycheck for wages and any accrued but unused vacation/paid time off through and including the Employment Separation Date; and
 - (E) has not engaged in and is not aware of any unlawful conduct relating to the business of the Employer.

If any of these statements is not true, the Employee cannot sign this Agreement and must notify the Employer immediately in writing of the statements that are not true. This notice will not automatically disqualify the Employee from receiving the benefits offered in this Agreement, but will require the Employer's further review and consideration.

7. Cooperation. Prior to and after the Employment Separation Date, Employee agrees that Employee will reasonably cooperate with the Employer and its affiliates: (1) concerning requests for information about the business of the Employer or its affiliates or Employee's involvement thereof; (2) in connection with any investigation or review by the Employer or any governmental agency of events or occurrences that transpired while Employee was employed by the Employer; and (3) with respect to transition and succession matters.
8. Confidentiality. Employee acknowledges and agrees that the Employee Confidentiality and Proprietary Rights Agreement signed by the Employee when joining the Employer shall remain in effect. Nothing in this Agreement shall be construed to prevent disclosure of Confidential Information as may be required by applicable law or regulation, or pursuant to the valid order of a court of competent jurisdiction or an authorized government agency, provided that the disclosure does not exceed the extent of disclosure required by such law, regulation, or order. Employee shall promptly provide written notice of any such order to an authorized officer of the Employer.

Nothing in this Agreement prevents the Employee from discussing or disclosing information about unlawful acts in the workplace, such as harassment or discrimination or any other conduct that the Employee has reason to believe is unlawful.

9. Non-Solicitation of Employees. Employee agrees that for a period of one year following the Effective Date, Employee will not, directly or indirectly, use any confidential information of Employer to solicit any person who is an officer, employee or independent consultant of any of Employer or any of its affiliates, or knowingly solicit any such officer, employee or independent consultant to leave the employ of Employer or any of its affiliates for any reason.
10. Confidentiality of Settlement. Employee agrees and covenants that the Employee shall not disclose any of the negotiations of, terms of, or amount paid under this Agreement to any individual or entity; provided, however, that the Employee will not be prohibited from making disclosures to the Employee's spouse or domestic partner, attorney, or tax advisors, or as may be required by law. This Section does not in any way restrict or impede the Employee from exercising protected rights to the extent that such rights cannot be waived by agreement or from complying with any applicable law or regulation or a valid order of a court of competent jurisdiction or an authorized government agency, provided that such compliance does not exceed that required by the law, regulation, or order. Nothing in this Agreement prevents the Employee from discussing or disclosing information about unlawful acts in the workplace, such as harassment or discrimination or any other conduct that the Employee has reason to believe is unlawful.
11. Trade Secrets. After termination of employment, Employee agrees not to use or disclose Trade Secrets of Employer, or any of its affiliates, as long as they remain, without misappropriation, Trade Secrets. "Trade Secret" means all information possessed or developed by or for Employer or any of its subsidiaries, including a formula, pattern, compilation, program, device, method, technique, or process that (i) derives independent economic value, actual or potential, from not being generally known to the public or to other persons who can obtain economic value from its disclosure or use; and (ii) is the subject of efforts to maintain its secrecy that are reasonable under the circumstances to maintain its secrecy.
12. Non-Disparagement by Employee. Employee agrees and covenants that the Employee shall not at any time make, publish, or communicate to any person or entity or in any public forum any defamatory remarks, comments, or statements concerning the Employer or its businesses, or any of its employees, officers, or directors, and its existing and prospective customers, suppliers, investors, and other associated third parties, now or in the future. This Section does not, in any way, restrict or impede the Employee from exercising protected rights to the extent that such rights cannot be waived by agreement or from complying with any applicable law or regulation or a valid order of a court of competent jurisdiction or an authorized government agency, provided that such compliance does not exceed that required by the law, regulation, or order. Nothing in this Agreement prevents the Employee from discussing or disclosing information about unlawful acts

in the workplace, such as harassment or discrimination or any other conduct that the Employee has reason to believe is unlawful.

13. Non-Admission of Liability. Employee understands and agrees that the payment of any sum of money afforded pursuant to this Agreement shall not constitute or be construed as an admission of any liability whatsoever by Employer, nor shall it be discoverable or admissible in any proceeding as evidence of or an admission by any of the Released Parties of any liability or wrongdoing, or any violation of the Released Parties policies or procedures, or of any local, state or federal laws or regulations.
14. Return of Company Property. Employee agrees to promptly deliver to the Employer (and not to keep in his or her possession, recreate, or deliver to anyone else) any and all Employer property in his or her possession, including, but not limited to, identification cards or badges, access codes or devices, keys, laptops, computers, telephones, mobile phones, hand-held electronic devices, credit cards, electronically stored documents or files, physical files, notes, reports, proposals, lists, correspondence, data in any format pertaining to the Employer or its clients, software, computer equipment, communications equipment, and procedure manuals and any other Employer property in the Employee's possession. Employee further acknowledges and agrees that the Employee no longer has access to and does not claim ownership of any of the Employer's cloud storage or social media accounts.
15. Miscellaneous
 - (A) Employer may freely assign this Agreement at any time. This Agreement shall inure to the benefit of the Employer and its successors and assigns. The Employee may not assign this Agreement in whole or in part. Any purported assignment by the Employee shall be null and void from the initial date of the purported assignment.
 - (B) This Agreement and all matters arising out of or relating to this Agreement whether sounding in contract, tort, or statute, for all purposes shall be governed by and construed in accordance with the laws of California (including its statutes of limitations) without regard to any conflicts of laws principles that would require the laws of any other jurisdiction to apply. Any action or proceeding by either of the Parties to enforce this Agreement shall be brought only in any state or federal court located in the state of California, county of Orange. The Parties irrevocably submit to the exclusive jurisdiction of these courts and waive the defense of inconvenient forum to the maintenance of any action or proceeding in such venue.
 - (C) If any of the provisions of this Agreement is not enforceable, in whole or in part, the remaining provisions set forth in this Agreement shall nonetheless remain in full force and effect.
 - (D) This Agreement shall be construed as if both Parties had equal say in its drafting, and thus shall not be construed against the drafting party.

- (E) No provision of this Agreement may be amended or modified unless the amendment or modification is agreed to in writing and signed by the Employee and by the Employer. No waiver by any Party of any breach by the other Party of any condition or provision of this Agreement to be performed by the other party shall be deemed a waiver of any similar or dissimilar provision or condition at the same or any prior or subsequent time, nor shall the failure of or delay by either Party in exercising any right, power, or privilege under this Agreement operate as a waiver to preclude any other or further exercise thereof or the exercise of any other such right, power, or privilege.
- (F) If the Employee breaches any terms of this Agreement or the post-termination obligations referenced in it, to the extent authorized by California law, the Employee will be responsible for payment of all reasonable attorneys' fees and costs that Employer incurred in the course of enforcing the terms of this Agreement, including demonstrating the existence of a breach and any other contract enforcement efforts.
- (G) This Agreement contains the entire agreement between Employee and Employer relating to the subject matter hereof and supersedes all prior and contemporaneous oral or written agreements (except those referenced herein), negotiations, discussions, or understandings made prior to the execution of this Agreement.
- (H) Captions and headings of the sections and paragraphs of this Agreement are intended solely for convenience, and no provision of this Agreement is to be construed by reference to the caption or heading of any section or paragraph. This Agreement shall not be construed against either Party as the author or drafter of the Agreement.
- (I) This Agreement may be executed in one or more counterparts, including facsimile signatures, which shall be deemed to be original signatures. All executed counterparts shall be deemed to be part of one Agreement, notwithstanding that all signatories are not signatories to the original or same counterpart.

PLEASE READ CAREFULLY. THIS SEVERANCE AGREEMENT AND GENERAL RELEASE INCLUDES A RELEASE OF ALL KNOWN OR UNKNOWN CLAIMS.

EMPLOYEE ACKNOWLEDGES AND AGREES THAT THE EMPLOYEE HAS FULLY READ, UNDERSTANDS, AND VOLUNTARILY ENTERS INTO THIS AGREEMENT. EMPLOYEE ACKNOWLEDGES AND AGREES THAT THE EMPLOYEE HAS HAD AN OPPORTUNITY TO ASK QUESTIONS AND CONSULT WITH AN ATTORNEY OF THE EMPLOYEE'S CHOICE BEFORE SIGNING THIS AGREEMENT. EMPLOYEE FURTHER ACKNOWLEDGES THAT THE EMPLOYEE'S SIGNATURE BELOW IS AN AGREEMENT TO RELEASE THE EMPLOYER FROM ANY AND ALL CLAIMS THAT CAN BE RELEASED AS A MATTER OF LAW.

IN WITNESS WHEREOF, the parties hereto acknowledge that they have read this Agreement, fully understand it, and have freely and voluntarily entered into it as of the date above.

Employee Signature

Name: _____

Date: _____

Address: _____

Hanwha Qcells Technologies, Inc.

by its President _____

EXHIBIT A

OLDER WORKERS BENEFIT PROTECTION ACT DISCLOSURE NOTICE

The Older Workers Benefit Protection Act (OWBPA) requires that employers provide specific information to employees who are 40 years of age or older and asked to execute a release of claims in connection with a group termination program. This document provides this information.

- a. Decisional Unit. The class, unit, or group of individuals covered by this termination program includes employees in the AI/DA, C&I Solutions, Core Service & Cloud Infrastructure, Global UX/UI, Human Resources, Technology Strategy, and VPP Solutions Departments of Hanwha Qcells Technologies, Inc., and Engineering Department of Hanwha Q CELLS America, Inc., whose employment will be terminated on or before August 20, 2024.
- b. Eligibility for Optional Severance Payment. Employees eligible for optional severance payments as detailed in their respective severance agreements are those employees in the above described Decisional Unit (1) whose positions are eliminated effective August 20, 2024, as a result of workforce restructuring, and (2) who sign the Separation Agreement by the deadline in the Agreement, and do not exercise their revocation right, if applicable. Position elimination decisions were based on the following criteria: business need for the position and comparative qualifications for remaining positions within the same work unit, if applicable.
- c. Applicable Time Frames. Employees who are 40 years old and over have up to 45 days after receipt of the severance agreement to sign the agreement (“Review Period”), and seven days after they have signed the Agreement to revoke it. Employees who are under 40 years old and therefore not covered by the OWBPA have five business days to review and sign the Agreement, and no revocation right.
- d. Ages and Job Titles. The following is a current listing of the ages and job titles of the employees in the Decisional Unit whose positions have been eliminated on August 20, 2024, as a result of the workforce restructuring. The following also lists the ages and job titles of the employees in the Decisional Unit in the same job classifications whose positions have not been eliminated as a result of the workforce restructuring:

JOB TITLE	NUMBER SELECTED	AGES OF EMPLOYEES SELECTED	NUMBER NOT SELECTED	AGES OF EMPLOYEES NOT SELECTED
Data Science Manager	1	46	1	43
Director of Data Science and Energy Applications	1	43	0	N/A

Director of System Technology Strategy	1	45	0	N/A
Director of Technology Strategy	1	58	0	N/A
Energy Analytics Engineer	1	33	0	N/A
Energy Analytics Engineer 1.1	1	25	0	N/A
Energy Analytics Engineer I	2	23, 32	0	N/A
Forecasting Engineer I	2	33, 36	0	N/A
Head of Energy Applications	1	60	0	N/A
HR Business Partner	1	39	1	38
HR Business Partner II	1	44	0	N/A
HR Coordinator I	1	30	0	N/A
HR Director	1	61	0	N/A
Human Resources Manager	1	52	0	N/A
Optimization Engineer I	2	25, 30	0	N/A
Product Designer	1	32	0	N/A
Software Engineer	2	26, 31	3	27, 30, 35
Software Engineer I	1	32	1	33
Sr. Data Engineer	1	30	0	N/A
Sr. DevOps Engineer	1	36	0	N/A
Sr. Director of Operations	1	55	0	N/A
Sr. Energy Analytics Engineer	1	32	1	28
Sr. Machine Learning Engineer	1	28	0	N/A
Sr. Machine Learning Ops Engineer	1	28	0	N/A
Sr. Optimization Engineer	2	31, 37	0	N/A
Sr. Payroll Accountant	1	57	0	N/A
Sr. Software Engineer I	2	37, 51	6	27, 28, 29, 29, 30, 34
Sr. Software Engineer, Cloud/Python	2	29, 45	1	30
Sr. Software Engineer, Energy Algorithms & Analytics	1	31	0	N/A
Sr. Staff Software Engineer I	1	39	2	42, 63
Sr. UI Engineer	1	44	1	31

Staff Data Scientist	1	63	0	N/A
Staff Optimization Engineer	1	39	2	35, 38
Staff Product Designer	1	42	0	N/A
Staff Software Engineer	1	40	0	N/A
Staff Software Engineer, Cloud/Java	2	31, 45	0	N/A
SW Eng Manager	1	37	0	N/A
Technology Strategist	1	34	0	N/A
VP, Head of AI & Data Technology Center	1	49	0	N/A
VP/Head of Engineering	1	64	0	N/A