

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C. 20549

FORM 8-K

CURRENT REPORT

Pursuant to Section 13 OR 15(d) of The Securities Exchange Act of 1934

Date of Report (Date of earliest event reported): May 27, 2021

WESCO International, Inc.

(Exact name of registrant as specified in its charter)

Delaware
(State or other jurisdiction of
incorporation)

001-14989
(Commission File Number)

25-1723342
(IRS Employer
Identification No.)

**225 West Station Square Drive
Suite 700**

15219
(Zip Code)

Pittsburgh, Pennsylvania
(Address of principal executive offices)

(412) 454-2200
(Registrant's telephone number, including area code)

Not applicable.

(Former name or former address, if changed since last report)

SECURITIES REGISTERED PURSUANT TO SECTION 12(b) OF THE ACT:

| Title of Class | Trading Symbol(s) | Name of Exchange on which registered |
|--|--------------------------|---|
| Common Stock, par value \$.01 per share | WCC | New York Stock Exchange |
| Depository Shares, each representing a 1/100th interest in a share of Series A Fixed-Rate Reset Cumulative Perpetual Preferred Stock | WCC PR A | New York Stock Exchange |
| Preferred Share Purchase Rights | N/A | New York Stock Exchange |

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§240.12b-2 of this chapter).

Emerging growth company

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act.

Item 5.02. Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.

On May 27, 2021, WESCO International, Inc. (the “Company”) held its Annual Meeting of Stockholders (the “2021 Annual Meeting”) at which the Company’s stockholders approved the WESCO International, Inc. 2021 Omnibus Incentive Plan (the “Plan”). The Plan had been previously approved by the Company’s Board of Directors (the “Board”) on March 30, 2021, subject to stockholder approval.

The Plan provides for discretionary awards of stock options, stock appreciation rights (“SARs”), restricted stock, restricted stock units, other stock-based awards, and cash awards to selected employees, non-employee directors, and consultants.

The material terms of the Plan are as follows: the Plan is administered by the compensation committee of the Board (the “Committee”); the number of shares of common stock that may be issued under the Plan is 2,150,000 less any shares issued under the WESCO International, Inc. 1999 Long-Term Incentive Plan, as amended and restated, after March 31, 2021 and until the 2021 Annual Meeting; shares delivered by participants or withheld by the Company to pay all or a portion of the exercise price with respect to stock option or SAR awards or withholding taxes with respect to any stock option or SAR awards will not again be available for issuance; if any award granted under the Plan is forfeited, terminates, expires or lapses instead of being exercised, or any award if settled for cash, the shares subject to such award will again be available for grant under the Plan; shares delivered by participants or withheld by the Company to satisfy applicable tax withholding obligations with respect to a full-value award (i.e., restricted shares or restricted stock units) will again be available for grant under the Plan.

The Committee may grant awards under the Plan until May 27, 2031, unless terminated earlier by the Board. The Committee may provide that any award granted under the Plan be subject to the attainment of performance goals established by the Committee.

The Plan is filed herewith as Exhibit 10.1. The material features of the Plan are described further in the Company’s definitive proxy statement for the 2021 Annual Meeting filed on April 12, 2021 (the “Proxy Statement”).

On May 27, 2021, the Committee adopted for use under the Plan forms of (i) Restricted Stock Unit Award Agreement for employees; (ii) Restricted Stock Unit Award Agreement for non-employee directors; and (iii) Stock Appreciation Right Award Agreement. These form agreements are attached hereto as Exhibits 10.2, 10.3, and 10.4.

Item 5.07. Submission of Matters to a Vote of Security Holders.

The Company held its Annual Meeting on May 27, 2021. A quorum was present at the meeting. The following proposals were submitted by the Board to a vote of the stockholders and the voting tabulations for each matter are as follows:

Proposal 1 – Election of Nine Director Nominees

The following nine Directors were nominated to serve for a one-year term expiring at the Annual Meeting of Stockholders to be held in 2022 or until their successors are otherwise duly elected and qualified. The nine Directors were elected as Directors of the Company and the final results of the voting on the proposal were as follows:

| Nominee | For | Withheld | Broker Non-Votes |
|--------------------|------------|-----------|------------------|
| John J. Engel | 38,467,087 | 5,182,807 | 3,642,551 |
| Matthew J. Espe | 39,975,271 | 3,674,623 | 3,642,551 |
| Bobby J. Griffin | 37,463,643 | 6,186,251 | 3,642,551 |
| John K. Morgan | 39,375,527 | 4,274,367 | 3,642,551 |
| Steven A. Raymund | 39,683,114 | 3,966,780 | 3,642,551 |
| James L. Singleton | 39,401,709 | 4,248,185 | 3,642,551 |
| Easwaran Sundaram | 40,273,909 | 3,375,985 | 3,642,551 |
| Laura K. Thompson | 40,277,277 | 3,372,617 | 3,642,551 |
| Lynn M. Utter | 39,271,252 | 4,378,642 | 3,642,551 |

Proposal 2 – Advisory Approval of the Compensation of the Company’s Named Executive Officers

The stockholders approved, on an advisory (non-binding) basis, the compensation of certain executive officers. There were 40,658,898 votes, or approximately 93% of the total number of votes cast, for this proposal with 2,910,236 votes against it. There were 80,760 abstentions and 3,642,551 broker non-votes.

Proposal 3 – Approval of the WESCO International, Inc. 2021 Omnibus Incentive Plan

The stockholders approved the Plan. There were 42,340,346 votes, or approximately 97% of the total number of votes cast, for this proposal with 1,286,012 votes against it. There were 23,536 abstentions and 3,642,551 broker non-votes.

Proposal 4 – Ratification of the appointment of PricewaterhouseCoopers LLP as the Company's independent registered public accounting firm for the year ending December 31, 2021

The stockholders ratified the appointment of PricewaterhouseCoopers LLP as the Company’s independent registered public accounting firm for the year ending December 31, 2021. There were 46,686,024 votes, or approximately 99% of the total number of votes cast, for this proposal with 591,701 votes against it. There were 14,720 abstentions and no broker non-votes.

Item 9.01. Financial Statements and Exhibits.

(d) Exhibits.

| <u>Exhibit No.</u> | <u>Description</u> |
|--------------------|---|
| 10.1 | WESCO International, Inc. 2021 Omnibus Incentive Plan (incorporated by reference to Appendix A to the Company definitive proxy statement on Schedule 14A filed on April 12, 2021).* |
| 10.2 | Form of WESCO International, Inc. 2021 Omnibus Incentive Plan Restricted Stock Unit Award Agreement (for employees).* |
| 10.3 | Form of WESCO International, Inc. 2021 Omnibus Incentive Plan Restricted Stock Unit Award Agreement (for non-employee directors).* |
| 10.4 | Form of WESCO International, Inc. 2021 Omnibus Incentive Plan Stock Appreciation Right Award Agreement* |
| 104 | Cover Page Interactive Data File (embedded within the Inline XBRL document) |

*Compensatory plan or arrangement.

SIGNATURE

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

WESCO International, Inc.

(Registrant)

May 28, 2021

(Date)

By: /s/ David S. Schulz

David S. Schulz

Executive Vice President and Chief Financial Officer

**WESCO INTERNATIONAL, INC.
2021 OMNIBUS INCENTIVE PLAN
RESTRICTED STOCK UNIT AWARD AGREEMENT**

This Restricted Stock Unit Award Agreement (this "Award Agreement") evidences an Award of Restricted Stock Units by WESCO International, Inc., a Delaware corporation (the "Company") under the WESCO International, Inc. 2021 Omnibus Incentive Plan (the "Plan"). Capitalized terms not defined in the Award Agreement have the meanings given to them in the Plan.

| | |
|-----------------------------------|--|
| Grantee: | [NAME] |
| Grant Date: | [DATE] |
| Number of Restricted Stock Units: | [NUMBER] |
| Vesting Term: | Each Restricted Stock Unit represents the right to receive a Share if the Restricted Stock Unit vests. The Restricted Stock Units will vest as to one third of the total number of Restricted Stock Units granted pursuant to the Award on each of the first, second and third anniversaries of the Grant Date (each such anniversary, a " <u>Vesting Date</u> ") if Grantee does not experience a Termination of Service prior to each such Vesting Date. |
| Accelerated Vesting: | Subject to the foregoing provisions, the Restricted Stock Units will be 100% fully vested upon the earliest of: (1) Grantee's Termination of Service due to Retirement after attaining a minimum age of 65; (2) Grantee's death; (3) Grantee's Disability; or (4) a Change in Control. The Restricted Stock Units will vest on a pro rata basis upon Grantee's Termination of Service due to Retirement after attaining a minimum age of 60 and a minimum of five years of service with the Company or its Subsidiaries. In such case, the number of Restricted Stock Units vested (including those already vested) will be determined by multiplying (1) the number of Restricted Stock Units, by (2) a fraction, the numerator of which is the number of whole months from the Grant Date through Grantee's Termination of Service, and the denominator of which is thirty-six (36) months. |
| Forfeiture: | Except as set forth above, if Grantee has a Termination of Service before the final Vesting Date, all rights of Grantee to Restricted Stock Units that have not vested shall terminate and be forfeited. |

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| <p>Delivery:</p> | <p>Vested Restricted Stock Units will be settled by delivery of Shares as soon as practicable after the earliest to occur of: (1) the applicable Vesting Date; (2) Grantee's death; (3) Grantee's Disability; (4) subject to Section 12(d)(ii) of the Plan, Grantee's Termination of Service; or (5) a Change in Control. Restricted Stock Units shall be subject to tax withholding in accordance with Section 12(d)(i) of the Plan.</p> |
| <p>Non-Competition, Non-Solicitation and Confidentiality:</p> | <p><u>Non-Competition and Non-Solicitation</u>. During Grantee's employment and for a period of one year thereafter:</p> <p>(1) Grantee shall not directly or indirectly call upon, contact or solicit any customer or prospective customer of the Company or its Subsidiaries (A) with whom Grantee dealt directly or indirectly or for which Grantee had responsibility while employed by the Company or its Subsidiaries, or (B) about whom Grantee acquired confidential information during Grantee's employment with the Company or its Subsidiaries, for the purpose of offering, selling or providing products or services that are competitive with those offered by the Company or its Subsidiaries. Grantee shall not solicit or divert, or attempt to solicit or divert, either directly or indirectly, any opportunity or business of the Company or its Subsidiaries to any competitor.</p> <p>(2) Grantee shall not, to the detriment of the Company or its Subsidiaries, directly or indirectly, as an owner, partner, employee, agent, consultant, advisor, servant or contractor, engage in or facilitate or support others to engage in any Competing Business Line, or otherwise engage in Competing Services. This provision shall not prevent Grantee from owning less than 1% of the outstanding shares of a publicly-traded entity or less than 3% of a private equity fund. For purposes of this provision, (A) "<u>Competing Business Line</u>" means any business that is in competition with any business engaged in by the Company or its Subsidiaries with respect to which Grantee provides services, or about which Grantee received Confidential Information (as defined below) and (B) Grantee will be deemed to be providing "<u>Competing Services</u>" if the nature of such services are sufficiently similar in position scope and geographic scope to any position held by Grantee during employment with the Company or its Subsidiaries, such that engaging in such services on behalf of a Competing Business Line would threaten the Company's or its Subsidiaries' legitimate business interests.</p> <p>(3) Grantee shall not, directly or indirectly, solicit the employment of or hire as an employee or consultant or agent (A) any employee of the Company or its Subsidiaries or (B) any former employee of the Company or its Subsidiaries whose employment ceased within 180 days prior to the date of such solicitation or hiring.</p> |

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| | <p><u>Confidentiality.</u> “<u>Confidential Information</u>” means information regarding the business or operations of the Company or its Subsidiaries, both oral and written, including, but not limited to, documents and the Company or Subsidiary information contained in such documents; drawings; designs; plans; specifications; instructions; data; manuals; electronic media such as computer files, computer programs, and data stored electronically; security code numbers; financial, marketing and strategic information; product pricing and customer information, that the Company or its Subsidiaries disclose to Grantee or Grantee otherwise learns or ascertains in any manner as a result of, or in relation to, Grantee’s employment by the Company or its Subsidiaries. Other than as required by applicable law, Grantee agrees: (1) to use Confidential Information only for the purposes required or appropriate for Grantee’s employment with the Company or its Subsidiaries; (2) not to disclose to anyone Confidential Information without the Company’s prior written approval; and (3) not to allow anyone’s use or access to Confidential Information, other than as required or appropriate for Grantee’s employment with the Company or its Subsidiaries. The foregoing shall not apply to information that is in the public domain, provided that Grantee was not responsible, directly or indirectly, for such information entering into public domain without the Company’s approval. Grantee agrees to return to the Company all Confidential Information in Grantee’s possession upon termination of Grantee’s employment or at any time requested by the Company.</p> <p>The foregoing provisions shall survive and remain in full force and effect regardless of any expiration, termination or cancellation of this Award Agreement.</p> <p>If any provision of this section shall be invalid or unenforceable to any extent, the remaining provisions shall not be affected, and each remaining provision shall be enforceable to the fullest extent permitted by law. If any provision is so broad as to be unenforceable, then such provision shall be interpreted to be only as broad as is enforceable.</p> <p>Notwithstanding any provision to the contrary, the non-compete, non-solicitation and confidentiality covenants of this section shall be in addition to, and shall not be deemed to supersede, any existing covenants or other agreements between Grantee and the Company or any of its Subsidiaries.</p> |
| Country-Specific Terms: | Country-specific terms that apply to individuals in those countries may be set forth in an addendum to the Award Agreement. |
| Other Terms: | All other terms are as set forth in the Plan, which is incorporated herein by reference. In the event that a provision of the Award Agreement conflicts with the Plan, the terms of the Plan will control. By accepting this Award Agreement, Grantee agrees to be subject to the terms and conditions of the Plan. |

**WESCO INTERNATIONAL, INC.
2021 OMNIBUS INCENTIVE PLAN
RESTRICTED STOCK UNIT AWARD AGREEMENT
NON-EMPLOYEE DIRECTORS**

This Restricted Stock Unit Award Agreement (this "Award Agreement") evidences an Award of Restricted Stock Units by WESCO International, Inc., a Delaware corporation (the "Company") under the WESCO International, Inc. 2021 Omnibus Incentive Plan (the "Plan"). Capitalized terms not defined in the Award Agreement have the meanings given to them in the Plan.

| | |
|-----------------------------------|--|
| Grantee: | [NAME] |
| Grant Date: | [DATE] |
| Number of Restricted Stock Units: | [NUMBER] |
| Vesting Term: | Each Restricted Stock Unit represents the right to receive a Share if the Restricted Stock Unit vests. The Restricted Stock Units will vest in full on the first anniversary of the Grant Date, if Grantee does not experience a Termination of Service prior to such date; provided, however, that if Grantee's Termination of Service as a member of the Company's Board of Directors occurs as a result of the scheduled expiration of Grantee's term as a member of the Board of Directors, then if such date is: (1) less than three calendar months from the Grant Date, 25% of the Restricted Stock Units shall vest; (2) at least three but less than six calendar months from the Grant Date, 50% of the Restricted Stock Units shall vest; (3) at least six but less than nine calendar months from the Grant Date, 75% of the Restricted Stock Units shall vest; or (4) at least nine calendar months from the Grant Date, 100% of the Restricted Stock Units shall vest. |
| Accelerated Vesting: | Subject to the foregoing provisions, the Restricted Stock Units will be 100% fully vested upon the earliest of: (1) Grantee's death; (2) Grantee's Disability; or (3) a Change in Control. |
| Forfeiture: | Except as set forth above, if Grantee has a Termination of Service before the first anniversary of the Grant Date, all rights of Grantee to the Restricted Stock Units that have not vested shall terminate and be forfeited. |

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| Delivery: | Vested Restricted Stock Units will be settled by delivery of Shares as soon as practicable after the earliest to occur of: (1) the first anniversary of the Grant Date; (2) Grantee's death; (3) Grantee's Disability; or (4) a Change in Control. |
| Other Terms: | All other terms are as set forth in the Plan, which is incorporated herein by reference. In the event that a provision of the Award Agreement conflicts with the Plan, the terms of the Plan will control. By accepting this Award Agreement, Grantee agrees to be subject to the terms and conditions of the Plan. |

**WESCO INTERNATIONAL, INC.
2021 OMNIBUS INCENTIVE PLAN
STOCK APPRECIATION RIGHT AWARD AGREEMENT**

This Stock Appreciation Right Award Agreement (this "Award Agreement") evidences an Award of Stock Appreciation Rights by WESCO International, Inc., a Delaware corporation (the "Company") under the WESCO International, Inc. 2021 Omnibus Incentive Plan (the "Plan"). Capitalized terms not defined in the Award Agreement have the meanings given to them in the Plan.

| | |
|--------------------------------------|--|
| Grantee: | [NAME] |
| Grant Date: | [DATE] |
| Number of Stock Appreciation Rights: | [NUMBER] |
| Exercise Price | [\$PRICE] |
| Vesting Term: | The Stock Appreciation Rights will vest and become exercisable as to one third of the total number of Stock Appreciation Rights granted pursuant to the Award on each of the first, second and third anniversaries of the Grant Date (each such anniversary, a " <u>Vesting Date</u> ") if Grantee does not experience a Termination of Service prior to each such Vesting Date. |
| Accelerated Vesting: | <p>Subject to the foregoing provisions, the Stock Appreciation Rights will be 100% fully vested and exercisable upon the earliest of: (1) Grantee's Termination of Service due to Retirement after attaining a minimum age of 65 ("<u>Normal Retirement</u>"); (2) Grantee's death; (3) Grantee's Disability; or (4) a Change in Control.</p> <p>The Stock Appreciation Rights will vest and become exercisable on a pro rata basis upon Grantee's Termination of Service due to Retirement after attaining a minimum age of 60 and a minimum of five years of service with the Company and its Subsidiaries ("<u>Early Retirement</u>"). In such case, the number of Stock Appreciation Rights vested and exercisable (including those already vested and exercisable) will be determined by multiplying (1) the number of Stock Appreciation Rights, by (2) a fraction, the numerator of which is the number of whole months from the Grant Date through Grantee's Termination of Service, and the denominator of which is thirty-six (36) months.</p> |

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| Forfeiture: | Except as set forth above, if Grantee has a Termination of Service before the final Vesting Date, all rights of Grantee to Stock Appreciation Rights that have not vested shall terminate and be forfeited. |
| Term: | <p>Except as provided below, the Stock Appreciation Rights shall terminate on the tenth anniversary of the Grant Date (the "<u>Scheduled Expiration Date</u>").</p> <ul style="list-style-type: none"> • If Grantee has a Termination of Service prior to the Scheduled Expiration Date, other than by reason of Grantee's Termination of Service due to Early Retirement, Normal Retirement, death or Disability, then any of the Stock Appreciation Rights that have not become exercisable on or before the date of such Termination of Service shall terminate on such date and any of the Stock Appreciation Rights that became exercisable on or before the date of such Termination of Service shall remain exercisable until the first to occur of (A) 60 days after the date of Grantee's Termination of Service and (B) the Scheduled Expiration Date, and, if not exercised before such earlier date, shall terminate upon such earlier date. • If Grantee has a Termination of Service prior to the Scheduled Expiration Date due to Grantee's Early Retirement, death, or Disability, then any of the Stock Appreciation Rights that have not become exercisable on or before the date of such event shall terminate on such date and any of the Stock Appreciation Rights held by Grantee that became exercisable on or before the date of such event shall remain exercisable until the first to occur of (A) the first anniversary of such event and (B) the Scheduled Expiration Date, and, if not exercised before such earlier date, shall terminate upon such earlier date. • If Grantee has a Termination of Service prior to the Scheduled Expiration Date due to Normal Retirement, then all Stock Appreciation Rights held by Grantee shall remain exercisable until the first to occur of (A) the third anniversary of Grantee's Termination of Service and (B) the Scheduled Expiration Date, and, if not exercised prior to such earlier date, shall terminate upon such earlier date. |
| Exercise of Stock Appreciation Rights: | Vested and exercisable Stock Appreciation Rights may be exercised, in whole or in part, by notifying the Company's stock plan administrator (which notice may be electronic or telephonic) no later than the close of business on the trading date on which Grantee expects to exercise the Stock Appreciation Rights (the " <u>Exercise Date</u> "), specifying the number of Stock Appreciation Rights being exercised (the " <u>Exercise Shares</u> "), the Exercise Date and the time of exercise or through such other procedure as may be established by the Committee from time to time. |

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| | <p>Upon exercise of the Stock Appreciation Rights, the Grantee shall be entitled to receive a number of Shares (the "<u>Net Shares</u>") equal to the Spread, if any, determined at the time of exercise. The "<u>Spread</u>" is equal to the quotient obtained by dividing x by y, where:</p> <p>x = the number of Exercise Shares multiplied by the excess, if any, of (A) the closing price for a Share on the New York Stock Exchange on the Exercise Date (the "<u>Share Value</u>") over (B) the Exercise Price, and</p> <p>y = the Share Value.</p> <p>No fractional Share shall be issued to make any payment with respect to the Stock Appreciation Rights; if any fractional Share would be issuable, the number of Net Shares payable to Grantee shall be rounded down to the next whole number of Shares (no payment of cash, Shares or other consideration shall be made with respect to any fractional share). The Company may require Grantee to furnish or execute any other documents that the Company reasonably deems necessary (i) to evidence the exercise, (ii) to determine whether registration is then required under the U.S. Securities Act of 1933, as amended (the "<u>Securities Act</u>"), and (iii) to comply with or satisfy the requirements of the Securities Act, applicable state or non-U.S. securities laws or any other law.</p> |
| Delivery: | <p>As soon as reasonably practicable following the Company's determination that the Stock Appreciation Rights has been validly exercised, the Company will issue the relevant number of Shares to be allocated to Grantee, subject to applicable tax withholding in accordance with Section 12(d)(i) of the Plan; provided, however, that the Fair Market Value for each Share withheld shall be the Share Value (as defined above).</p> |
| Non-Competition, Non-Solicitation and Confidentiality: | <p><u>Non-Competition and Non-Solicitation.</u> During Grantee's employment and for a period of one year thereafter:</p> <p>(1) Grantee shall not directly or indirectly call upon, contact or solicit any customer or prospective customer of the Company or its Subsidiaries (A) with whom Grantee dealt directly or indirectly or for which Grantee had responsibility while employed by the Company or its Subsidiaries, or (B) about whom Grantee acquired confidential information during Grantee's employment with the Company or its Subsidiaries, for the purpose of offering, selling or providing products or services that are competitive with those offered by the Company or its Subsidiaries. Grantee shall not solicit or divert, or attempt to solicit or divert, either directly or indirectly, any</p> |

opportunity or business of the Company or its Subsidiaries to any competitor.

(2) Grantee shall not, to the detriment of the Company or its Subsidiaries, directly or indirectly, as an owner, partner, employee, agent, consultant, advisor, servant or contractor, engage in or facilitate or support others to engage in any Competing Business Line, or otherwise engage in Competing Services. This provision shall not prevent Grantee from owning less than 1% of the outstanding shares of a publicly-traded entity or less than 3% of a private equity fund. For purposes of this provision, (A) "Competing Business Line" means any business that is in competition with any business engaged in by the Company or its Subsidiaries with respect to which Grantee provides services, or about which Grantee received Confidential Information (as defined below) and (B) Grantee will be deemed to be providing "Competing Services" if the nature of such services are sufficiently similar in position scope and geographic scope to any position held by Grantee during employment with the Company or its Subsidiaries, such that engaging in such services on behalf of a Competing Business Line would threaten the Company's or its Subsidiaries' legitimate business interests.

(3) Grantee shall not, directly or indirectly, solicit the employment of or hire as an employee or consultant or agent (A) any employee of the Company or its Subsidiaries or (B) any former employee of the Company or its Subsidiaries whose employment ceased within 180 days prior to the date of such solicitation or hiring.

Confidentiality. "Confidential Information" means information regarding the business or operations of the Company or its Subsidiaries, both oral and written, including, but not limited to, documents and the Company or Subsidiary information contained in such documents; drawings; designs; plans; specifications; instructions; data; manuals; electronic media such as computer files, computer programs, and data stored electronically; security code numbers; financial, marketing and strategic information; product pricing and customer information, that the Company or its Subsidiaries disclose to Grantee or Grantee otherwise learns or ascertains in any manner as a result of, or in relation to, Grantee's employment by the Company or its Subsidiaries. Other than as required by applicable law, Grantee agrees: (1) to use Confidential Information only for the purposes required or appropriate for Grantee's employment with the Company or its Subsidiaries; (2) not to disclose to anyone Confidential Information without the Company's prior written approval; and (3) not to allow anyone's use or access to Confidential Information, other than as required or appropriate for

Grantee's employment with the Company or its Subsidiaries. The foregoing shall not apply to information that is in the public domain, provided that Grantee was not responsible, directly or indirectly, for such information entering into public domain without the Company's approval. Grantee agrees to return to the Company all Confidential Information in Grantee's possession upon termination of Grantee's employment or at any time requested by the Company.

The foregoing provisions shall survive and remain in full force and effect regardless of any expiration, termination or cancellation of this Award Agreement.

If any provision of this section shall be invalid or unenforceable to any extent, the remaining provisions shall not be affected, and each remaining provision shall be enforceable to the fullest extent permitted by law. If any provision is so broad as to be unenforceable, then such provision shall be interpreted to be only as broad as is enforceable.

Notwithstanding any provision to the contrary, the non-compete, non-solicitation and confidentiality covenants of this section shall be in addition to, and shall not be deemed to supersede, any existing covenants or other agreements between Grantee and the Company or any of its Subsidiaries.

| | |
|-------------------------|---|
| Country-Specific Terms: | Country-specific terms that apply to individuals in those countries may be set forth in an addendum to the Award Agreement. |
| Other Terms: | All other terms are as set forth in the Plan, which is incorporated herein by reference. In the event that a provision of the Award Agreement conflicts with the Plan, the terms of the Plan will control. By accepting this Award Agreement, Grantee agrees to be subject to the terms and conditions of the Plan. |