
**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): **March 26, 2019**

Shutterstock, Inc.

(Exact name of registrant as specified in its charter)

Delaware

(State or other jurisdiction
of incorporation)

001-35669

(Commission
File Number)

80-0812659

(IRS Employer
Identification No.)

**350 Fifth Avenue, 21st Floor
New York, New York 10118**
(Address of principal executive offices)

10118
(Zip Code)

(646) 710-3417

(Registrant's telephone number, including area code)

Not Applicable

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

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.

Form of Performance Stock Unit Award Agreement

On March 26, 2019, the Compensation Committee of the Board of Directors of Shutterstock, Inc. (the “Company”) approved a new form of performance-based stock unit award agreement (the “Form PSU Award Agreement”) under the Company’s Amended and Restated 2012 Omnibus Equity Incentive Plan (the “2012 Plan”) in relation to performance-based stock units (“PSU”) awards to its executive officers in 2019, as further described below. The Form PSU Award Agreement provides for the grant of performance stock units which generally vest at the end of the performance period specified therein, but only results in the issuance of shares if the Company achieves specified thresholds of Adjusted EBITDA (as described in the Form PSU Award Agreement) during such performance period. The exact number of shares issuable pursuant to the Form PSU Award Agreement depends on level of the Company’s performance against Adjusted EBITDA targets set by the Compensation Committee for the performance periods, and in general can range from 0 shares to 150% of the target number of shares subject to the PSUs, depending on the level of achievement of the Adjusted EBITDA targets.

The foregoing description is subject to, and qualified in its entirety by, the 2012 Plan, which was filed on February 27, 2015 with the Company’s Annual Report on Form 10-K as Exhibit 10.2 and is incorporated herein by reference, and the Form PSU Award Agreement, which is filed with this report as Exhibit 10.1 and is incorporated herein by reference.

2019 Equity Awards

Based on the Compensation Committee’s review and, with respect to Mr. Oringer’s grant, the recommendations of Aon Hewitt, its independent compensation consultant, the Compensation Committee determined to grant its executive officers equity awards, with a grant date of April 1, 2019, comprised of PSUs and time-based restricted stock units (“RSUs”), as set forth below:

<u>Name</u>	<u>Total Value</u>	<u>Value of PSUs</u>	<u>Value of RSUs</u>
Jon Oringer <i>Chief Executive Officer</i>	\$4,500,000	\$4,500,000	N/A
Steven Berns <i>Co-Chief Operating Officer & Chief Financial Officer</i>	\$2,250,000	\$1,500,000	\$750,000
Stan Pavlovsky <i>Co-Chief Operating Officer & Head of Strategic Operations</i>	\$2,250,000	\$1,500,000	\$750,000
Lisa Nadler <i>Chief Human Resources Officer</i>	\$1,000,000	\$600,000	\$400,000
Lou Weiss <i>Chief Marketing Officer</i>	\$1,000,000	\$600,000	\$400,000
Steve Ciardiello <i>Chief Accounting Officer</i>	\$450,000	\$225,000	\$225,000

The number of shares subject to the PSU and RSU grants will be determined by dividing the cash value of the award by the average of the closing price for a share of the Company’s common stock during the 30 trading-day period ending on March 29, 2019 (the trading date immediately prior to the grant date), rounded down to the nearest whole number of shares.

PSUs

The awards of PSUs will be measured against performance goals set by the Compensation Committee for each year during a three-year performance period starting on January 1, 2019, and ending on December 31, 2021 (each fiscal year, an “Annual Performance Period”), and the number of shares of common stock of the Company that may eventually vest following the end of each Annual Performance Period, will be between 0% and 150% of an executive’s target shares, depending on his or her continued service with the Company and the extent to which the performance goals will have been achieved at the end of each Annual Performance Period.

For the PSUs granted in 2019, the Compensation Committee selected Adjusted EBITDA as the financial metric to be used for the performance targets. For each tranche of the PSU award that is eligible to vest on a vesting date, vesting is contingent on the Company achieving at least a threshold Adjusted EBITDA goal for the fiscal year prior to the fiscal year in which the vesting date occurs. The PSU payout opportunity ranges from 0 to 150% of target, based on performance and subject to continued employment. At the threshold performance level, 75% of target PSUs would pay out, and at or above the outstanding performance level, 150% of target PSUs would pay out. If the threshold goal is not achieved in an applicable performance year, vesting of that tranche is delayed to the next scheduled vesting date for which the Adjusted EBITDA goal is achieved. Unvested awards from prior years may vest cumulatively on the scheduled vesting date for a future year within the three-year vesting period if the Adjusted EBITDA threshold for that year is achieved. If the Adjusted EBITDA threshold levels have not been met in any of the performance years by the end of the three-year period, any unvested PSUs will be forfeited.

The foregoing description of the 2019 PSU awards for the above-named executive officers is a summary and is qualified in its entirety by reference to the form of PSU Award Agreement, filed herewith as Exhibit 10.1, and the terms of which are incorporated herein by reference.

RSUs

The RSUs granted to our executive officers in 2019 vest in equal annual installments over three years, subject to the executive officer's continued service with us. The 2019 RSU awards were granted under our 2012 Plan using the form of RSU award agreement previously filed by the Company with its Quarterly Report on Form 10-Q on November 4, 2016 as Exhibit 10.1. The foregoing description of the 2019 RSUs awards for the above-named executive officers is a summary and is qualified in its entirety by reference to the form of RSU award agreement previously filed, and the terms of which are incorporated herein by reference.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits.

10.1 Form of Performance Stock Unit Award Agreement

EXHIBIT INDEX

Exhibit No.	Exhibit Description
10.1	Form of Performance Stock Unit Award Agreement

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.

SHUTTERSTOCK, INC.

Dated: March 27, 2019

By: /s/ Heidi Garfield

Heidi Garfield

VP, General Counsel and Corporate Secretary

SHUTTERSTOCK, INC.

AMENDED AND RESTATED 2012 OMNIBUS EQUITY INCENTIVE PLAN

PERFORMANCE STOCK UNIT AWARD AGREEMENT

Unless otherwise defined herein, the capitalized terms used in this Performance Stock Unit Award Agreement (the "Award Agreement") shall have the meanings ascribed to them in the Shutterstock, Inc. Amended and Restated 2012 Omnibus Equity Incentive Plan (the "*Plan*").

I. NOTICE OF PERFORMANCE STOCK UNIT GRANT

Participant Name:

Address:

You have been granted an Award of Performance Stock Units, subject to the terms and conditions of the Plan and this Award Agreement, as follows:

Grant Number

Date of Grant

Vesting Commencement Date

Number of Performance Stock Units [] which number represents the target amount of shares available, as set forth in Appendix 1 of Exhibit A, attached hereto

Performance Period

Vesting Schedule See Appendix 1 of Exhibit A, attached hereto

In the event Participant ceases to be a Service Provider (or gives or is given notice of such termination) for any or no reason before Participant vests in the Performance Stock Unit, the Performance Stock Unit and Participant's right to acquire any Shares hereunder, or the cash equivalent of all or some portion of such Shares, as determined by the Administrator in its sole discretion, will immediately terminate, unless as otherwise set forth in Exhibit A.

By Participant's acknowledgment on the Merrill Lynch website and the signature of the representative of Shutterstock, Inc. (the "*Company*") below, Participant and the Company agree that this Award of Performance Stock Units is granted under and governed by the terms and conditions of the Plan and this Award Agreement, including the Terms and Conditions of Restricted Stock Unit Grant (and any country-specific addendum thereto), attached hereto as Exhibit A, all of which are made a part of this document. Participant has reviewed the Plan and this Award Agreement in their entirety, has had an opportunity to obtain the advice of counsel prior to executing this Award Agreement and fully understands all provisions of the Plan and Award Agreement. Participant hereby agrees to accept as binding, conclusive and final all decisions or interpretations of the Administrator upon any questions relating to the Plan and Award Agreement. Participant further agrees to notify the Company upon any change in the Participant's residence address.

SHUTTERSTOCK, INC.

By:

EXHIBIT A

TERMS AND CONDITIONS OF PERFORMANCE STOCK UNIT GRANT

1. **Grant.** The Company hereby grants to the individual named in the Notice of Grant attached as Part I of this Award Agreement (the "*Participant*") under the Plan an Award of Performance Stock Units, subject to all of the terms and conditions in this Award Agreement and the Plan, which is incorporated herein by reference. Subject to Section 18 of the Plan, in the event of a conflict between the terms and conditions of the Plan and the terms and conditions of this Award Agreement, the terms and conditions of the Plan will prevail.

2. **Company's Obligation to Pay.** Each Performance Stock Unit represents the right to receive a Share, or the cash equivalent thereof, as determined by the Administrator in its sole discretion, on the date it vests. Unless and until the Performance Stock Units will have vested in the manner set forth in Section 3, Participant will have no right to settlement of any such Performance Stock Units. Prior to actual settlement of any vested Performance Stock Units, such Performance Stock Unit will represent an unsecured obligation of the Company, payable (if at all) only from the general assets of the Company. Any Performance Stock Units that vest in accordance with Sections 3 or 4 will be settled in whole Shares, or the cash equivalent of some or all of such Shares, as determined by the Administrator in its sole discretion, subject to Participant satisfying any applicable tax withholding or other obligations as set forth in Section 7. Subject to the provisions of Section 4, such vested Performance Stock Units will be paid in Shares and/or cash, as determined by the Administrator, as soon as practicable after vesting, but in each such case no later than two and one-half (2½) months from the end of the Company's tax year that includes the vesting date.

3. **Vesting Schedule.** Except as provided in Section 4, and subject to Section 5, the Performance Stock Units awarded by this Award Agreement will vest in accordance with the vesting provisions set forth in Appendix 1 to this Award Agreement. Performance Stock Units scheduled to vest on a certain date or upon the occurrence of a certain condition will not vest in Participant in accordance with any of the provisions of this Award Agreement, unless Participant will have been continuously a Service Provider from the Date of Grant until the date such vesting occurs. Service Provider status will end

on the day that notice of termination is provided (whether by the Company or Parent or Subsidiary for any reason or by Participant upon resignation) and will not be extended by any notice period that may be required contractually or under applicable local law. Notwithstanding the foregoing, the Administrator (or any delegate) shall have the sole discretion to determine when Participant is no longer providing active service for purposes of Service Provider status and participation in the Plan.

4. Administrator Discretion. The Administrator, in its discretion, may accelerate the vesting of the balance, or some lesser portion of the balance, of the unvested Performance Stock Units at any time, subject to the terms of the Plan. If so accelerated, such Performance Stock Units will be considered as having vested as of the date specified by the Administrator.

Notwithstanding anything in the Plan or this Award Agreement to the contrary, if the vesting of the balance, or some lesser portion of the balance, of the Performance Stock Units is accelerated in connection with Participant's termination as a Service Provider (provided that such termination is a "separation from service" within the meaning of Section 409A, as determined by the Company), other than due to death, and if (x) Participant is a "specified employee" within the meaning of Section 409A at the time of such termination as a Service Provider and (y) the payment of such accelerated Performance Stock Units will result in the imposition of additional tax under Section 409A if paid to Participant on or within the six (6) month period following Participant's termination as a Service Provider, then the settlement of such accelerated Performance Stock Units will not occur until the date six (6) months and one (1) day following the date of Participant's termination as a Service Provider, unless the Participant dies following his or her termination as a Service Provider, in which case, the Performance Stock Units will be settled in Shares and/or cash as soon as practicable following his or her death. It is the intent of this Award Agreement to comply with the requirements of Section 409A so that none of the Performance Stock Units provided under this Award Agreement or Shares and/or cash issuable thereunder will be subject to the additional tax imposed under Section 409A, and any ambiguities herein will be interpreted to so comply. For purposes of this Award Agreement, "Section 409A" means Section 409A of the Code, and any proposed, temporary or final Treasury Regulations and Internal Revenue Service guidance thereunder, as each may be amended from time to time.

5. Forfeiture upon Termination of Status as a Service Provider. Notwithstanding any contrary provision of this Award Agreement, except as set forth in Appendix 1, the balance of the Performance Stock Units that have not vested as of the time notice is provided (whether by Participant or the Company or Parent or Subsidiary) of Participant's termination as a Service Provider for any or no reason and Participant's right to acquire any Shares and/or cash hereunder will immediately terminate.

6. Death of Participant. Any distribution or delivery to be made to Participant under this Award Agreement will, if Participant is then deceased, be made to Participant's designated beneficiary, or if no beneficiary survives Participant, the administrator or executor of Participant's estate. Any such transferee must furnish the Company with (a) written notice of his or her status as transferee, and (b) evidence satisfactory to the Company to establish the validity of the transfer and compliance with any laws or regulations pertaining to said transfer.

7. Withholding of Taxes. Regardless of any action the Company or Participant's employer (the "**Employer**") takes with respect to any or all applicable national, local, or other tax or social contribution, withholding, required deductions, or other payments, if any, that arise upon the grant, vesting or settlement of the Performance Stock Units or the holding or subsequent sale of Shares, and the receipt of dividends, if any ("Tax-Related Items"), Participant acknowledges and agrees that the ultimate liability for all Tax-Related Items legally due by Participant is and remains Participant's responsibility and may exceed the amount actually withheld by the Company or the Employer. Participant further acknowledges that the Company and the Employer (a) make no representations or undertakings regarding the treatment of any Tax-Related Items in connection with any aspect of the Performance Stock Units, including grant or vesting, the subsequent sale of Shares acquired under the Plan, and the receipt of dividends, if any; and (b) does not commit to and is under no obligation to structure the terms of the Performance Stock Units or any aspect of the Performance Stock Units to reduce or eliminate Participant's liability for Tax-Related Items, or achieve any particular tax result. Further, if Participant has become subject to tax in more than one jurisdiction between the date of grant and the date of any relevant taxable event, Participant acknowledges that the Company and/or the Employer (or former employer, as applicable) may be required to withhold or account for Tax-Related Items in more than one jurisdiction. Notwithstanding any contrary provision of this Award Agreement, no certificate representing the Shares will be issued and no cash will be paid to Participant, unless and until satisfactory arrangements (as determined by the Administrator) will have been made by Participant with respect to the payment of any Tax-Related Items which the Company determines must be withheld with respect to the Performance Stock Units.

On each vesting date (or other date or time at which the Company is required to withhold Tax-Related Items), the Company will retain from the Shares otherwise issuable on such date a number of Shares having a fair market value (as determined by the Company in its sole discretion) equal to the Company's minimum statutory withholding obligation with respect to Tax-Related Items. If the Company is unable to retain sufficient Shares to satisfy such Tax-Related Items, the Participant acknowledges and agrees that the Company or an affiliate of the Company has the right to deduct from payments of any kind otherwise due to the Participant any national, state, local or other taxes of any kind required by law to be withheld for Tax-Related Items relating to the vesting of the Performance Stock Units. If Participant fails to make satisfactory arrangements for the payment of any required Tax-Related Items hereunder at the time any applicable Performance Stock Units otherwise are scheduled to vest pursuant to Sections 3 or 4, Participant will permanently forfeit such Performance Stock Units and any right to receive Shares and/or cash thereunder and the Performance Stock Units will be returned to the Company at no cost to the Company.

8. Rights as Stockholder. Neither Participant nor any person claiming under or through Participant will have any of the rights or privileges of a stockholder of the Company in respect of any Shares deliverable hereunder unless and until, and only to the extent that, certificates representing Shares will have been issued, recorded on the records of the Company or its transfer agents or registrars, and delivered to Participant. After such issuance, recordation and delivery, Participant will have all the rights of a stockholder of the Company with respect to voting such Shares and receipt of dividends and distributions on such Shares.

9. No Guarantee of Continued Service or Grants. PARTICIPANT ACKNOWLEDGES AND AGREES THAT THE VESTING OF THE PERFORMANCE STOCK UNITS PURSUANT TO THE VESTING SCHEDULE HEREOF IS EARNED ONLY BY CONTINUING AS A SERVICE PROVIDER AT THE WILL OF THE COMPANY (OR THE PARENT OR SUBSIDIARY EMPLOYING OR RETAINING PARTICIPANT) AND NOT THROUGH THE ACT OF BEING HIRED, BEING GRANTED THIS AWARD OF PERFORMANCE STOCK UNITS OR ACQUIRING SHARES OR CASH HEREUNDER. PARTICIPANT FURTHER ACKNOWLEDGES AND AGREES THAT THIS AWARD AGREEMENT, THE TRANSACTIONS CONTEMPLATED HEREUNDER AND THE VESTING SCHEDULE SET FORTH HEREIN DO NOT CONSTITUTE AN EXPRESS OR IMPLIED PROMISE OF CONTINUED ENGAGEMENT AS A SERVICE PROVIDER FOR THE VESTING PERIOD, FOR ANY PERIOD, OR AT ALL, AND WILL NOT INTERFERE IN ANY WAY WITH PARTICIPANT'S RIGHT OR THE RIGHT OF THE COMPANY (OR THE PARENT OR SUBSIDIARY EMPLOYING OR RETAINING PARTICIPANT) TO TERMINATE PARTICIPANT'S RELATIONSHIP AS A SERVICE PROVIDER AT ANY TIME, WITH OR WITHOUT CAUSE.

Participant also acknowledges and agrees that: (a) the Plan is established voluntarily by the Company, it is discretionary in nature and it may be modified, amended, suspended or terminated by the Company at any time; (b) the grant of Performance Stock Units is voluntary and occasional and does not

create any contractual or other right to receive future grants of Performance Stock Units, or benefits in lieu of Performance Stock Units even if Performance Stock Units have been granted repeatedly in the past; (c) all decisions with respect to future awards of Performance Stock Units, if any, will be at the sole discretion of the Company; (d) Participant's participation in the Plan is voluntary; (e) the Performance Stock Units and the Shares and/or cash subject to the Performance Stock Units are extraordinary items that do not constitute regular compensation for services rendered to the Company or the Employer, and that are outside the scope of Participant's employment contract, if any; (f) the Performance Stock Units and the Shares and/or cash subject to the Performance Stock Units are not intended to replace any pension rights or compensation; (g) the Performance Stock Units and the Shares and/or cash subject to the Performance Stock Units are not part of normal or expected compensation or salary for any purposes, including, but not limited to, calculating any severance, resignation, termination, redundancy, dismissal, or end of service payments, bonuses, long-service awards, pension or retirement or welfare benefits or similar payments and in no event should be considered as compensation for, or relating in any way to, past services for the Company or the Employer; and (h) in accepting this Award of Performance Stock Units, Participant will be bound by any clawback policy that the Company may adopt in the future.

10. **Address for Notices.** Any notice to be given to the Company under the terms of this Award Agreement will be addressed to the Company, in care of its General Counsel at Shutterstock, Inc., 350 Fifth Avenue, 21st Floor, New York, NY 10118 or at such other address as the Company may hereafter designate in writing.

11. **Grant is Not Transferable.** Except to the limited extent provided in Section 6, this grant and the rights and privileges conferred hereby will not be transferred, assigned, pledged or hypothecated in any way (whether by operation of law or otherwise) and will not be subject to sale under execution, attachment or similar process. Upon any attempt to transfer, assign, pledge, hypothecate or otherwise dispose of this grant, or any right or privilege conferred hereby, or upon any attempted sale under any execution, attachment or similar process, this grant and the rights and privileges conferred hereby immediately will become null and void.

12. **Binding Agreement.** Subject to the limitation on the transferability of this grant contained herein, this Award Agreement will be binding upon and inure to the benefit of the heirs, legatees, legal representatives, successors and assigns of the parties hereto.

13. **Additional Conditions to Issuance of Stock.** If at any time the Company will determine, in its discretion, that the listing, registration or qualification of any Shares issuable hereunder upon any securities exchange or under any state or federal law, or the consent or approval of any governmental regulatory authority is necessary or desirable as a condition to the issuance of Shares to Participant (or his or her estate), such issuance will not occur unless and until such listing, registration, qualification, consent or approval will have been effected or obtained free of any conditions not acceptable to the Company. Where the Company determines that the delivery of the payment of any Shares will violate federal securities laws or other applicable laws, the Company will defer delivery until the earliest date at which the Company reasonably anticipates that the delivery of Shares will no longer cause such violation. The Company will make all reasonable efforts to meet the requirements of any such state or federal law or securities exchange and to obtain any such consent or approval of any such governmental authority. The Company shall not be obligated to issue any Shares pursuant to the Performance Stock Units at any time if the issuance of Shares violates or is not in compliance with any laws, rules or regulations of the United States or any state or country.

Furthermore, the Company reserves the right to impose other requirements on Participant's participation in the Plan, on the Performance Stock Units and on any Shares acquired under the Plan, to the extent the Company determines it is necessary or advisable in order to comply with local law or facilitate the administration of the Plan, and to require Participant to sign any additional agreements or undertakings that may be necessary to accomplish the foregoing. Furthermore, Participant understands that the laws of the country in which he or she is resident at the time of grant or vesting of the Performance Stock Units or the holding or disposition of Shares (including any rules or regulations governing securities, foreign exchange, tax, labor or other matters) may restrict or prevent the issuance of Shares or may subject Participant to additional procedural or regulatory requirements he or she is solely responsible for and will have to independently fulfill in relation to the Performance Stock Units or the Shares. Notwithstanding any provision herein, the Performance Stock Units and any Shares and/or cash shall be subject to any special terms and conditions or disclosures as set forth in any addendum for Participant's country (the "Country-Specific Addendum," which forms part this Award Agreement).

14. **Plan Governs.** This Award Agreement is subject to all terms and provisions of the Plan. In the event of a conflict between one or more provisions of this Award Agreement and one or more provisions of the Plan, the provisions of the Plan will govern. Capitalized terms used and not defined in this Award Agreement will have the meaning set forth in the Plan.

15. **Administrator Authority.** The Administrator will have the power to interpret the Plan and this Award Agreement and to adopt such rules for the administration, interpretation and application of the Plan as are consistent therewith and to interpret or revoke any such rules (including, but not limited to, the determination of whether or not any Performance Stock Units have vested). All actions taken and all interpretations and determinations made by the Administrator in good faith will be final and binding upon Participant, the Company and all other interested persons. No member of the Administrator will be personally liable for any action, determination or interpretation made in good faith with respect to the Plan or this Award Agreement.

16. **Electronic Delivery and Language.** The Company may, in its sole discretion, decide to deliver any documents related to Performance Stock Units awarded under the Plan or future Performance Stock Units that may be awarded under the Plan by electronic means or request Participant's consent to participate in the Plan by electronic means. Participant hereby consents to receive such documents by electronic delivery and agrees to participate in the Plan through any on-line or electronic system established and maintained by the Company or another third party designated by the Company. If Participant has received this Award Agreement, including appendices, or any other document related to the Plan translated into a language other than English, and the meaning of the translated version is different than the English version, the English version will control.

17. **Captions.** Captions provided herein are for convenience only and are not to serve as a basis for interpretation or construction of this Award Agreement.

18. **Agreement Severable.** In the event that any provision in this Award Agreement will be held invalid or unenforceable, such provision will be severable from, and such invalidity or unenforceability will not be construed to have any effect on, the remaining provisions of this Award Agreement.

19. **Modifications to the Agreement.** This Award Agreement constitutes the entire understanding of the parties on the subjects covered. Participant expressly warrants that he or she is not accepting this Award Agreement in reliance on any promises, representations, or inducements other than those contained herein. Modifications to this Award Agreement may be made in the manner, and to the extent, set forth in the Plan.

20. **Data Privacy.** *Participant hereby explicitly and unambiguously consents to the collection, use and transfer, in electronic or other form, of Participant's personal data as described in this Award Agreement by and among, as applicable, the Company and its affiliates for the exclusive purpose of implementing, administering and managing Participant's participation in the Plan. Participant understands that the Company and its affiliates may hold certain personal information about Participant, including, but not limited to, Participant's name, home address and telephone number, date of birth, social insurance number or other identification number, salary, nationality, job title, any shares of stock or directorships held in the Company or any*

affiliate, details of all Performance Stock Units or any other entitlement to shares of stock awarded, canceled, exercised, vested, unvested or outstanding in Participant's favor, for the exclusive purpose of implementing, administering and managing the Plan ("Personal Data"). Participant understands that Personal Data may be transferred to any third parties assisting in the implementation, administration and management of the Plan, that these recipients may be located in the United States, Participant's country (if different than the United States), or elsewhere, and that the recipient's country may have different data privacy laws and protections than Participant's country.

For Participants located in the European Union, the following paragraph applies: Participant understands that he or she may request a list with the names and addresses of any potential recipients of the Personal Data by contacting Participant's local human resources representative. Participant authorizes the recipients to receive, possess, use, retain and transfer the Personal Data, in electronic or other form, for the purposes of implementing, administering and managing Participant's participation in the Plan, including any requisite transfer of such Personal Data as may be required to a broker or other third party with whom Participant may elect to deposit any Shares received. Participant understands that Personal Data will be held only as long as is necessary to implement, administer and manage Participant's participation in the Plan. Participant understands that he or she may, at any time, view Personal Data, request additional information about the storage and processing of Personal Data, require any necessary amendments to Personal Data or refuse or withdraw the consents herein, without cost, by contacting in writing Participant's local human resources representative. Participant understands that refusal or withdrawal of consent may affect Participant's ability to participate in the Plan or to realize benefits from the Plan. For more information on the consequences of Participant's refusal to consent or withdrawal of consent, Participant understands that he or she may contact his or her local human resources representative.

21. Foreign Exchange Fluctuations and Restrictions. Participant understands and agrees that the future value of the underlying Shares is unknown and cannot be predicted with certainty and may decrease. Participant also understands that neither the Company, nor any affiliate is responsible for any foreign exchange fluctuation between local currency and the United States Dollar or the selection by the Company or any affiliate in its sole discretion of an applicable foreign currency exchange rate that may affect the value of the Performance Stock Units or Shares received (or the calculation of income or Tax-Related Items thereunder). Participant understands and agrees that any cross-border remittance made to transfer proceeds received upon the sale of Shares must be made through a locally authorized financial institution or registered foreign exchange agency and may require the Participant to provide such entity with certain information regarding the transaction.

22. Amendment, Suspension or Termination of the Plan. By accepting this Award, Participant expressly warrants that he or she has received an Award of Restricted Stock Units under the Plan, and has received, read and understood a description of the Plan. Participant understands that the Plan is discretionary in nature and may be amended, suspended or terminated by the Company at any time.

23. Governing Law. This Award Agreement will be governed by the laws of the State of New York, without giving effect to the conflict of law principles thereof. For purposes of litigating any dispute that arises under this Award of Performance Stock Units or this Award Agreement, the parties hereby submit to and consent to the jurisdiction of the State of New York, and agree that such litigation will be conducted in the courts of the County of New York, New York, or the federal courts for the United States for the Southern District of New York, and no other courts.

APPENDIX 1 VESTING CONDITIONS AND PAYOUT MATRIX FOR PERFORMANCE STOCK UNITS

Target PSUs:

The [•] Performance Stock Units (the "Target PSUs") granted hereunder represent the aggregate target number of shares of common stock that could potentially be earned, as set forth below if the relevant performance metrics are achieved at the target level. If the Company achieves performance above or below the target level, Participant shall vest in the number of shares of common stock as set forth in the matrix below.

Vesting Schedule and Conditions:

- (a) Except as provided in sections (b)-[(c)/(d)] below, one-third (1/3) of the Target PSUs will vest upon the determination by the Compensation Committee of the Board of Directors of the Company (the "Compensation Committee") of whether and to the extent performance for each applicable annual period (each a "Performance Period") equals or exceeds the applicable annual threshold Adjusted EBITDA ("Threshold Adjusted EBITDA"), target Adjusted EBITDA (the "Target Adjusted EBITDA"), and maximum Adjusted EBITDA ("Outstanding Adjusted EBITDA") levels set forth in the table below. To the extent the Company achieves performance between Threshold Adjusted EBITDA and Target Adjusted EBITDA, and between Target Adjusted EBITDA and Outstanding Adjusted EBITDA levels, linear interpolation shall be applied to such achievement for a determination of the number of shares vesting. Except as provided in sections (b)-[(c)/(d)] below, any PSUs not vested for a Performance Period shall be forfeited and cancelled.

Annual Period	Threshold		Target		Outstanding	
	Adjusted EBITDA	Resulting PSUs	Adjusted EBITDA	Resulting PSUs	Adjusted EBITDA	Resulting PSUs
Year 1						
Year 2						
Year 3						

The number of PSUs subject to vesting upon achievement of Outstanding Adjusted EBITDA for each year constitutes the maximum number of PSUs that can be vested for that year, subject to section (b) below, even if performance exceeds the Outstanding Adjusted EBITDA level.

- (b) If Threshold Adjusted EBITDA is not met in Year 1 and/or Year 2 (each, a "Missed Year"), but at least Threshold Adjusted EBITDA is met during Year 2 and/or Year 3 (an "Achieved Year"), the unvested tranche(s) of Target PSUs from the Missed Year(s) will vest in the same manner as the Target PSUs vesting for the Achieved Year. For the avoidance of doubt, if at least Threshold Adjusted EBITDA is met for a given year, the

corresponding PSUs shall vest, the year will not be considered a Missed Year, and the amount of PSUs that did not vest in that year will not be eligible to vest in any subsequent year.

- (c) Except as set forth herein, all vesting of Target PSUs shall cease immediately upon termination of Participant being a Service Provider, and, unless otherwise determined by the Compensation Committee in its discretion, there shall be no partial vesting for the uncompleted year in which a Termination of Employment occurs.
- (d) [Notwithstanding anything to the contrary in the Award Agreement or the Plan, if the Participant ceases to be a Service Provider:
- i. as a result of a termination by the Company without Cause, the Participant shall remain eligible to, and shall vest in, a pro-rata portion of the Target PSUs that would have vested based on actual achievement if the Participant had remained an active employee until the next Vesting Date including, vesting of the applicable portion of the Target PSUs in respect of any Missed Year(s); provided that the determination of such vesting, if any, and settlement of the resulting vested PSUs, if any, shall occur at the same time as applicable to active Participants holding Target PSU awards. For purposes of calculating the pro rata portion of the Target PSUs eligible to vest, the time period for such proration will be deemed to have commenced on the first day of the Performance Period;
 - ii. as a result of a termination by the Company (or its successor) without Cause within the 12-month period following a Change in Control, the portion of the Target PSUs that have not vested as of the effective date of such termination shall, as of the date of such termination, become fully vested as if Target Adjusted EBITDA was achieved for each remaining year in the 3-year performance cycle including, vesting of the applicable portion of the Target PSUs in respect of any Missed Year(s).
 - iii. For purposes of this Agreement, Cause shall have the meaning ascribed to it in any written agreement between the Participant and the Company defining such term, and, in the absence of such term, Cause shall mean with the respect to the Participant, the occurrence of any of the following events (i) such Participant's gross negligence or willful misconduct in the performance of his or her duties and responsibilities to the Company or Participant's violation of any written Company policy; (ii) Participant's commission of any act of fraud, theft, embezzlement, financial dishonesty or any other willful misconduct that has caused or is reasonably expected to result in injury to the Company; (iii) Participant's conviction of, or pleading guilty or nolo contendere to, any felony or a lesser crime involving dishonesty or moral turpitude; (iv) Participant's alcohol abuse or other substance abuse; (v) unauthorized use or disclosure of any proprietary information or trade secrets (other than as explicitly set forth in any Company policy) of the Company or any other party to whom Participant owes an obligation of nondisclosure as a result of his or her relationship with the Company; or (vi) Participant's material breach of any of his or her obligations under any written agreement or covenant with the Company. The determination that a termination of the Participant's Service Provider status is either for Cause or without Cause shall be made by the Company, in its sole discretion. Any determination by the Company to terminate a Participant's Service Provider status with or without Cause for the purposes of outstanding Awards held by such Participant will have no effect upon any determination of the rights or obligations of the Company or such Participant for any other purpose.]
- (e) Adjusted EBITDA shall be calculated for any given year and any subsequent years, as applicable, consistently with the Company's reported Adjusted EBITDA during such year. The Threshold Adjusted EBITDA, Target Adjusted EBITDA and Outstanding Adjusted EBITDA for a given year and any subsequent years, as applicable, may be adjusted at the sole discretion of the Compensation Committee to reflect any extraordinary and/or non-recurring circumstances or events as may be deemed appropriate by the Compensation Committee.