

**UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION  
Washington, D.C. 20549  
FORM S-8  
REGISTRATION STATEMENT**

*UNDER  
THE SECURITIES ACT OF 1933*

**Globus Medical, Inc.**

(Exact name of registrant as specified in its charter)

**Delaware**  
(State or other jurisdiction of  
incorporation or organization)

**04-3744954**  
(I.R.S. Employer  
Identification No.)

**2560 General Armistead Avenue  
Audubon, PA 19403  
(610) 930-1800**

(Address, including zip code, and telephone number, including area code, of registrant's principal executive offices)

**Globus Medical, Inc. 2012 Equity Incentive Plan  
Globus Medical, Inc. 2021 Incentive Plan**  
(Full title of the plans)

**Kelly G. Huller  
Senior Vice President, General Counsel  
Globus Medical, Inc.**

**2560 General Armistead Avenue  
Audubon, PA 19403  
(610) 930-1800**

*Copies to:*  
**Benjamin R. Wills, Esq.  
Morgan, Lewis & Bockius LLP  
1701 Market Street  
Philadelphia, PA 19103-2921  
215.963.5000**

(Name, address, including zip code, and telephone number, including area code, of agent for service)

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, a smaller reporting company or an emerging growth company. See the definitions of "large accelerated filer," "accelerated filer," "smaller reporting company" and "emerging growth company" in Rule 12b-2 of the Exchange Act. (Check one):

- |                         |                                                                        |                           |                          |
|-------------------------|------------------------------------------------------------------------|---------------------------|--------------------------|
| Large accelerated filer | <input checked="" type="checkbox"/>                                    | Accelerated filer         | <input type="checkbox"/> |
| Non-accelerated filer   | <input type="checkbox"/> (Do not check if a smaller reporting company) | Smaller reporting company | <input type="checkbox"/> |
|                         |                                                                        | Emerging growth company   | <input type="checkbox"/> |

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 7(a)(2)(B) of the Securities Act.

## CALCULATION OF REGISTRATION FEE

Title of Securities To Be Registered	Amount To Be Registered (1)	Proposed Maximum Offering Price Per Share	Proposed Maximum Aggregate Offering Price	Amount of Registration Fee
Class A Common Stock, par value \$0.001 per share				
— 2021 Equity Incentive Plan	5,814,057 (2)	\$ 68.18 (4)	\$ 396,402,406.26	\$ 36,746.50
— 2012 Equity Incentive Plan	7,407,904 (3)	\$ 46.21 (5)	\$ 342,319,243.84	\$ 31,732.99
<b>Total</b>	<b>13,221,961</b>		<b>\$ 738,721,650.10</b>	<b>\$ 68,479.50</b>

- (1) Pursuant to Rule 416(a) promulgated under the Securities Act of 1933, as amended (the “Securities Act”), this Registration Statement shall also cover any additional shares of Registrant’s Common Stock that become issuable under the plans set forth herein by reason of any stock dividend, stock split, recapitalization, or other similar transaction effected without receipt of consideration that increases the number of outstanding shares of Registrant’s Common Stock.
- (2) Shares of Class A common stock reserved for issuance under the Registrant’s 2021 Equity Incentive Plan (the “2021 Plan”) consist of (a) 2,000,000 shares of Class A common stock reserved for future issuance under the 2021 Plan plus (b) 3,814,057 shares of Class A common stock previously reserved but unissued or subject to outstanding awards under the Registrant’s 2012 Equity Incentive Plan (the “2012 Plan,” collectively with the 2021 Plan, the “Plans”) that are now available or are estimated to become available for future issuance under the 2021 Plan. Pursuant to the terms of the 2021 Plan, any shares subject to outstanding awards originally granted under the 2012 Plan that are forfeited, terminate, expire, or lapse for any reason, or are settled for cash without the delivery of shares prior to exercise or settlement shall become available for issuance pursuant to share awards granted under the 2021 Plan, subject to certain limitations.
- (3) Represents shares of Class A common stock reserved for issuance pursuant to outstanding awards under the 2012 Plan as of the date of this Registration Statement. Any such shares of Class A common stock that are subject to awards under the 2012 Plan that are forfeited, terminate, expire, or lapse for any reason, or are settled for cash without the delivery of shares under the 2012 Plan will be available for issuance as Class A common stock under the 2021 Plan. See footnote (2) above.
- (4) Estimated in accordance with Rule 457(h) solely for the purpose of calculating the registration fee on the basis of \$68.18, the average of the high and low prices of the Registrant’s Class A common stock as reported on the New York Stock Exchange on December 10, 2021.
- (5) Estimated in accordance with Rule 457(h) solely for the purpose of calculating the registration fee on the basis of the weighted-average exercise price for outstanding options granted pursuant to the 2012 Plan.
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**PART I**  
**INFORMATION REQUIRED IN THE SECTION 10(a) PROSPECTUS**

The information called for by Part I of Form S-8 is omitted from this Registration Statement in accordance with Rule 428 of the Securities Act of 1933, as amended (the “Securities Act”) and the instructions to Form S-8. In accordance with the rules and regulations of the Securities and Exchange Commission (the “Commission”) and the instructions to Form S-8, such documents are not being filed with the Commission either as part of this Registration Statement or as prospectuses or prospectus supplements pursuant to Rule 424. These documents and the documents incorporated by reference in this Registration Statement pursuant to Item 3 of Part II hereof, taken together, constitute a prospectus that meets the requirements of Section 10(a) of the Securities Act. The documents containing the information specified in Part I will be delivered to the participants in the Plans as required by Rule 428(b)(1).

**PART II**  
**INFORMATION REQUIRED IN THE REGISTRATION STATEMENT**

**Item 3. Incorporation of Documents by Reference.**

Registrant hereby incorporates by reference into this Registration Statement the following documents:

- (a) The Company’s Annual Report on Form 10-K for the fiscal year ended December 31, 2020;
- (b) The Company’s Quarterly Report on Form 10-Q for the fiscal quarter ended March 31, 2021;
- (c) The Company’s Quarterly Report on Form 10-Q for the fiscal quarter ended June 30, 2021;
- (d) The Company’s Quarterly Report on Form 10-Q for the fiscal quarter ended September 30, 2021;
- (e) The Company’s Current Report on Form 8-K filed with the SEC on June 4, 2021; and
- (f) The description of the Registrant’s common stock contained in the Company’s Annual Report on Form 10-K for the fiscal year ended December 31, 2020, filed on February 17, 2021 pursuant to the Securities Exchange Act of 1934, as amended (the “Exchange Act”) and any amendment or report filed for the purpose of updating such description.

All documents subsequently filed by the Registrant pursuant to Sections 13(a), 13(c), 14 and 15(d) of the Exchange Act, prior to the filing of a post-effective amendment which indicates that all securities offered have been sold or which deregisters all securities then remaining unsold, shall be deemed to be incorporated by reference in this Registration Statement and to be part hereof from the date of filing of such documents; provided, however, that documents or information deemed to have been furnished and not filed in accordance with the Commission rules shall not be deemed incorporated by reference into this Registration Statement.

Any statement contained herein or in a document incorporated herein by reference shall be deemed to be modified or superseded for purposes hereof to the extent that a statement contained herein or in any other subsequently filed document incorporated herein by reference modifies or supersedes such statement. Any such statement so modified or superseded shall not be deemed, except as so modified or superseded, to constitute a part of this Registration Statement.

**Item 4. Description of Securities.**

Not applicable.

**Item 5. Interest of Named Experts and Counsel.**

Not applicable.

**Item 6. Indemnification of Directors and Officers.**

Section 145 of the Delaware General Corporation Law provides that a Delaware corporation may indemnify any persons who are, or are threatened to be made, parties to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of such corporation), by reason of the fact that such person was an officer, director, employee or agent of such corporation, or is or was serving at the request of such person as an officer, director, employee or agent of another corporation or enterprise. The indemnity may include expenses (including attorneys’ fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by such person in connection with such action, suit or proceeding, provided that such person acted in good faith and in a manner he or she reasonably believed to be in or not opposed to the corporation’s best interests and, with respect to any criminal action or proceeding, had no reasonable cause to believe that his or her conduct was illegal. A Delaware corporation may indemnify any persons who are, or are threatened to be made, a party to any threatened, pending or completed action or suit by or in the right of the corporation by reason of the fact that such person was a director, officer, employee or agent of such corporation, or is or was serving at the request of such corporation as a director, officer, employee or agent of another corporation or enterprise. The indemnity may include expenses (including attorneys’

fees) actually and reasonably incurred by such person in connection with the defense or settlement of such action or suit provided that such person acted in good faith and in a manner he or she reasonably believed to be in or not opposed to the corporation's best interests except that no indemnification is permitted without judicial approval if the officer or director is adjudged to be liable to the corporation. Where an officer or director is successful on the merits or otherwise in the defense of any action referred to above, the corporation must indemnify him or her against the expenses which such officer or director has actually and reasonably incurred. Our amended and restated certificate of incorporation and amended and restated bylaws provide for the indemnification of our directors and officers to the fullest extent permitted under the Delaware General Corporation Law.

Section 102(b)(7) of the Delaware General Corporation Law permits a corporation to provide in its certificate of incorporation that a director of the corporation shall not be personally liable to the corporation or its stockholders for monetary damages for breach of fiduciary duties as a director, except for liability for any:

- breach of a director's duty of loyalty to the corporation or its stockholders;
- act or omission not in good faith or that involves intentional misconduct or a knowing violation of law;
- unlawful payment of dividends or redemption of shares; or
- transaction from which the director derives an improper personal benefit.

Our amended and restated certificate of incorporation and amended and restated bylaws include such a provision. Expenses incurred by any officer or director in defending any such action, suit or proceeding in advance of its final disposition shall be paid by us upon delivery to us of an undertaking, by or on behalf of such director or officer, to repay all amounts so advanced if it shall ultimately be determined that such director or officer is not entitled to be indemnified by us.

Section 174 of the Delaware General Corporation Law provides, among other things, that a director, who willfully or negligently approves of an unlawful payment of dividends or an unlawful stock purchase or redemption, may be held liable for such actions. A director who was either absent when the unlawful actions were approved, or dissented at the time, may avoid liability by causing his or her dissent to such actions to be entered in the books containing minutes of the meetings of the board of directors at the time such action occurred or immediately after such absent director receives notice of the unlawful acts.

As permitted by the Delaware General Corporation Law, we have entered into indemnification agreements with each of our directors and certain of our officers. The indemnification agreements provide that we will indemnify such persons to the fullest extent permitted by Delaware if the indemnitee acted in good faith and in a manner the indemnitee reasonably believed to be in or not opposed to the best interests of the Company and, with respect to any criminal proceeding, had no reasonable cause to believe the indemnitee's conduct was unlawful. We will indemnify our officers and directors against any and all (a) costs and expenses (including attorneys' and experts' fees, expenses and charges) actually and reasonably paid or incurred in connection with investigating, defending, being a witness in or participating in, or preparing to investigate, defend, be a witness in or participate in, and (b) judgments, fines, penalties and amounts paid in settlement in connection with, in the case of either (a) or (b), any threatened, pending or completed action, suit, arbitration, alternate dispute resolution mechanism, investigation, inquiry, administrative hearing or any other actual, threatened or completed proceeding, by reason of the fact that (y) such person is or was a director or officer, employee, agent or fiduciary of the Company or (z) such person is or was serving at our request as a director, officer, employee or agent or fiduciary of another corporation, partnership, joint venture, trust, employee benefit plan or other enterprise. The indemnification agreements also set forth certain procedures that will apply in the event of a claim for indemnification thereunder.

We have an insurance policy covering our officers and directors with respect to certain liabilities, including liabilities arising under the Securities Act or otherwise.

#### **Item 7. Exemption from Registration Claimed.**

Not applicable.

#### **Item 8. Exhibits.**

##### **Exhibit**

##### **Number Description**

5.1*	<u>Opinion of Morgan, Lewis &amp; Bockius LLP.</u>
23.1*	<u>Consent of Deloitte &amp; Touche LLP, independent registered public accounting firm.</u>
23.2*	<u>Consent of Morgan, Lewis &amp; Bockius LLP (included in Exhibit 5.1).</u>
24.1	<u>Power of Attorney (included in the signature page of this Registration Statement).</u>
99.1	<u>Globus Medical, Inc. 2012 Equity Incentive Plan (incorporated by reference to Exhibit 10.7 of the Registrant's Amendment No. 1 to the Registration Statement on Form S-1 filed on May 8, 2012).</u>
99.2	<u>Form of Incentive Stock Option Grant Notice and Incentive Stock Option Agreement Under 2012 Equity Incentive Plan (incorporated by reference to Exhibit 10.10 of the Registrant's Amendment No.</u>

1 to the Registration Statement on Form S-1 filed on May 8, 2012).

- 99.3 Form of Nonqualified Stock Option Grant Notice and Nonqualified Stock Option Agreement Under 2012 Equity Incentive Plan (incorporated by reference to Exhibit 10.11 of the Registrant's Amendment No. 1 to the Registration Statement on Form S-1 filed on May 8, 2012).
- 99.4 Globus Medical, Inc. 2021 Equity Incentive Plan (incorporated by reference to Exhibit 10.1 of the Registrant's Current Report on Form 8-K filed with the SEC on June 4, 2021).
- 99.5\* Globus Medical, Inc. 2021 Equity Incentive Plan Restricted Stock Unit Agreement
- 99.6\* Globus Medical, Inc. 2021 Equity Incentive Plan Nonqualified Stock Option Agreement
- 99.7\* Globus Medical, Inc. 2021 Equity Incentive Plan Restricted Stock Agreement
- 99.8\* Globus Medical, Inc. 2021 Equity Incentive Plan Incentive Stock Option Agreement

\*Filed herewith.

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## Item 9. Undertakings

(a) The undersigned Registrant hereby undertakes:

- (1) To file, during any period in which offers or sales are being made, a post-effective amendment to this Registration Statement:
    - (i) to include any prospectus required by Section 10(a)(3) of the Securities Act;
    - (ii) to reflect in the prospectus any facts or events arising after the effective date of the Registration Statement (or the most recent post-effective amendment thereof) which, individually or in the aggregate, represent a fundamental change in the information set forth in the Registration Statement. Notwithstanding the foregoing, any increase or decrease in volume of securities offered (if the total dollar value of securities offered would not exceed that which was registered) and any deviation from the low or high end of the estimated maximum offering range may be reflected in the form of prospectus filed with the Commission pursuant to Rule 424(b) if, in the aggregate, the changes in volume and price represent no more than 20 percent change in the maximum aggregate offering price set forth in the "Calculation of Registration Fee" table in the effective registration statement; and
    - (iii) to include any material information with respect to the plan of distribution not previously disclosed in the Registration Statement or any material change to such information in the Registration Statement; provided, however, that paragraphs (a)(1)(i) and (a)(1)(ii) do not apply if the information required to be included in a post-effective amendment by those paragraphs is contained in reports filed with or furnished to the Commission by the Registrant pursuant to Section 13 or 15(d) of the Exchange Act that are incorporated by reference in the Registration Statement.
  - (2) That, for the purpose of determining any liability under the Securities Act, each such post-effective amendment shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.
  - (3) To remove from registration by means of a post-effective amendment any of the securities being registered which remain unsold at the termination of the offering.
- (b) The undersigned Registrant hereby undertakes that, for purposes of determining any liability under the Securities Act, each filing of the Registrant's annual report pursuant to Section 13(a) or 15(d) of the Exchange Act (and each filing of an employee benefit plan's annual report pursuant to Section 15(d) of the Exchange Act) that is incorporated by reference in the Registration Statement shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.
- (h) Insofar as indemnification for liabilities arising under the Securities Act may be permitted to directors, officers and controlling persons of the Registrant pursuant to the foregoing provisions, or otherwise, the Registrant has been advised that in the opinion of the Commission such indemnification is against public policy as expressed in the Securities Act and is, therefore, unenforceable. In the event that a claim for indemnification against such liabilities (other than the payment by the Registrant of expenses incurred or paid by a director, officer or controlling person of the Registrant in the successful defense of any action, suit or proceeding) is asserted by such director, officer or controlling person in connection with the securities being registered, the Registrant will, unless in the opinion of its counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question whether such indemnification by it is against public policy as expressed in the Securities Act and will be governed by the final adjudication of such issue.
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## SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the Registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-8 and has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Audubon, Commonwealth of Pennsylvania on December 16, 2021.

GLOBUS MEDICAL, INC.

By:

/s/ David M. Demski

David M. Demski  
President and Chief Executive  
Officer

## POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS, that each person whose signature appears below hereby constitutes and appoints Kelly G. Huller, acting singly, his or her true and lawful attorney-in-fact and agent, with full power of substitution and resubstitution, for him in any and all capacities, to sign any and all amendments to this Registration Statement (including post-effective amendments), and to file the same, with all exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, granting unto said attorney-in-fact and agent full power and authority to do and perform each and every act and thing necessary or appropriate to be done in connection therewith, as fully for all intents and purposes as he might or could do in person, hereby approving, ratifying and confirming all that said attorney-in-fact and agent, or his substitute, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities and on the dates indicated.

<b>SIGNATURE</b>	<b>TITLE</b>	<b>DATE</b>
<u>/s/ David M. Demski</u> David M. Demski	President and Chief Executive Officer (Principal Executive Officer) and Director	December 16, 2021
<u>/s/ Keith Pfeil</u> Keith Pfeil	Senior Vice President, Chief Financial Officer (Principal Financial Officer) (Principal Accounting Officer)	December 16, 2021
<u>/s/ David C. Paul</u> David C. Paul	Executive Chairman and Director	December 16, 2021
<u>/s/ David D. Davidar</u> David D. Davidar	Director	December 16, 2021
<u>/s/ Robert Douglas</u> Robert Douglas	Director	December 16, 2021
<u>/s/ Daniel T. Lemaitre</u> Daniel T. Lemaitre	Director	December 16, 2021
<u>/s/ James R. Tobin</u> James R. Tobin	Director	December 16, 2021
<u>/s/ Ann D. Rhoads</u> Ann D. Rhoads	Director	December 16, 2021
<u>/s/ Stephen T. Zarrilli</u> Stephen T. Zarrilli	Director	December 16, 2021

## EXHIBIT INDEX

<b>Exhibit Number</b>	<b>Description</b>
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99.8*	<a href="#">Globus Medical, Inc. 2021 Equity Incentive Plan Incentive Stock Option Agreement</a>

\*Filed herewith.

December 16, 2021

Globus Medical, Inc.  
2560 General Armistead Avenue  
Audubon, PA 19403

RE: Globus Medical, Inc., Registration Statement on Form S-8

Ladies and Gentlemen:

We have acted as counsel to Globus Medical, Inc., a Delaware corporation (the “Company”), in connection with the filing of the referenced Registration Statement (the “Registration Statement”) under the Securities Act of 1933, as amended (the “Act”), with the Securities and Exchange Commission (the “SEC”). The Registration Statement relates to the proposed offering and sale of up to an aggregate of 13,221,961 shares of common stock, par value \$0.001 per share, of the Company (the “Shares”), that are subject to issuance by the Company upon the exercise or settlement of awards granted or to be granted under the Company’s 2021 Equity Incentive Plan (the “2021 Plan”) and the Company’s 2012 Equity Incentive Plan (the “2012 Plan”, and together with the 2021 Plan, collectively, the “Plans”).

In connection with this opinion letter, we have examined the Registration Statement and originals, or copies certified or otherwise identified to our satisfaction, of the Amended and Restated Certificate of Incorporation and Amended and Restated Bylaws of the Company, the Plans and such other documents, records and other instruments as we have deemed appropriate for purposes of the opinion set forth herein.

We have assumed the genuineness of all signatures, the legal capacity of all natural persons, the authenticity of the documents submitted to us as originals, the conformity with the originals of all documents submitted to us as certified, facsimile or photostatic copies and the authenticity of the originals of all documents submitted to us as copies.

Based upon the foregoing, we are of the opinion that the Shares have been duly authorized by the Company and, when issued and sold by the Company and delivered by the Company, in the manner contemplated by the Registration Statement and in accordance with the terms and conditions of the Plans, will be validly issued, fully paid and non-assessable.

The opinions expressed herein are limited to the Delaware General Corporation Law.

We hereby consent to the use of this opinion as Exhibit 5.1 to the Registration Statement. In giving such consent, we do not hereby admit that we are acting within the category of persons whose consent is required under Section 7 of the Act or the rules or regulations of the SEC thereunder.

Very truly yours,

/s/ Morgan, Lewis & Bockius LLP  
Morgan, Lewis & Bockius LLP

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**CONSENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM**

We consent to the incorporation by reference in this Registration Statement on Form S-8 of our reports dated February 17, 2021, relating to the financial statements of Globus Medical, Inc. and the effectiveness of Globus Medical, Inc.'s internal control over financial reporting, appearing in the Annual Report on Form 10-K of Globus Medical, Inc. for the year ended December 31, 2020.

/s/ Deloitte & Touche LLP

Philadelphia, Pennsylvania  
December 16, 2021

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**GLOBUS MEDICAL, INC.  
2021 EQUITY INCENTIVE PLAN**

NOTICE OF RESTRICTED STOCK UNIT GRANT

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Grant Number \_\_\_\_\_

You have been awarded Restricted Stock Units, each of which represents the right to receive one share of Class A Common Stock of Globus Medical, Inc. (the "Company"), pursuant to the Globus Medical, Inc. 2021 Equity Incentive Plan, as amended from time to time (the "Plan"), as follows:

Grant Date \_\_\_\_\_  
Vesting Commencement Date \_\_\_\_\_  
Total Number of Units Granted \_\_\_\_\_

Vesting Schedule: Subject to the Plan and the Restricted Stock Unit Agreement, the Restricted Stock Units will vest, in whole or in part, in accordance with the following schedule: (A) one-fourth of the Restricted Stock Units will vest on the date that is one year from the Vesting Commencement Date; and (B) 1/48th of the Restricted Stock Units will vest at the end of each full calendar month thereafter; provided, that you have not experienced a Termination of Service as of each such vesting date.

By your signature and the signature of the Company's representative below, you and the Company agree that the Restricted Stock Units are granted under and governed by the terms and conditions of the Plan and the Restricted Stock Unit Agreement, all of which are attached and made a part of this document.

**GRANTEE:**  
Print Name \_\_\_\_\_  
Execution Date: \_\_\_\_\_, 20\_\_

**GLOBUS MEDICAL, INC.**  
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

\_\_\_\_\_

GLOBUS MEDICAL, INC.

2021 EQUITY INCENTIVE PLAN

RESTRICTED STOCK UNIT AGREEMENT

This RESTRICTED STOCK UNIT AGREEMENT (the “Agreement”), dated as of the Grant Date set forth on the Notice of Restricted Stock Unit Grant to which this Agreement is attached (the “Notice of Grant”), is between Globus Medical, Inc., a Delaware corporation (the “Company”), and the grantee named in the Notice of Grant (the “Grantee”), an employee or consultant of the Company or of a Subsidiary, or a non-employee director of the Company.

WHEREAS, the Company desires to award the Grantee Restricted Stock Units in accordance with the provisions of the Globus Medical, Inc. 2021 Equity Incentive Plan (the “Plan”), a copy of which is attached hereto;

NOW THEREFORE, in consideration of the mutual covenants hereinafter set forth and for other good and valuable consideration, the parties hereto, intending to be legally bound hereby, agree as follows:

1. Grant of Restricted Stock Units. The Company hereby grants to the Grantee as of the Grant Date \_\_\_\_\_ Restricted Stock Units (the “Restricted Stock Units” or “Units”). Each Restricted Stock Unit represents the right to receive one share of Class A Common Stock of the Company (a “Share”). This grant is in all respects limited and conditioned as hereinafter provided, and is subject in all respects to the terms and conditions of the Plan now in effect and as it may be amended from time to time (but only to the extent that such amendments apply to outstanding grants of Restricted Stock Units). Such terms and conditions are incorporated herein by reference, made a part hereof, and shall control in the event of any conflict with any other terms of this Agreement. Capitalized terms not defined in this Agreement shall have the meaning given to such terms in the Plan, as amended from time to time.

2. Vesting. The Grantee shall vest in the number of Restricted Stock Units and on such dates as are set forth on the Notice of Grant; provided, the Grantee has not experienced a Termination of Service as of the applicable vesting date. The Committee may accelerate any vesting of the Restricted Stock Units, in its discretion, if it deems such acceleration to be desirable.

3. Voting and Dividend Rights. The Grantee shall not have any rights of a shareholder of the Company with respect to the Shares underlying the Restricted Stock Units unless and until the Restricted Stock Units vest and are settled by the issuance of such Shares under Paragraph 6. Upon and following the settlement of the Restricted Stock Units under Paragraph 6, the Grantee shall be the record owner of the Shares underlying the Restricted Stock Units, and as record owner shall be entitled to all rights of a shareholder of the Company (including voting and dividend rights).

4. Termination of Service. If the Grantee experiences a Termination of Service for any reason (including death or Disability), all unvested Restricted Stock Units held by the Grantee at the time of Termination of Service shall be forfeited, except to the extent the Committee elects to vest such Restricted Stock Units.

5. Transferability. Notwithstanding anything in Section 10.3 of the Plan to the contrary, Restricted Stock Units subject to the Agreement in which the Grantee is not vested are not assignable or transferable, in whole or in part, by the Grantee, other than by will or by the laws of descent and distribution.

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6. Settlement of Restricted Stock Units. Subject to Paragraph 8 hereof, promptly following the vesting date(s) set forth in Paragraph 2, and in any event no later than March 15 of the calendar year following the calendar year in which such vesting occurs, the Company shall (a) issue and deliver to the Grantee the number of Shares equal to the number of vested Restricted Stock Units; and (b) enter the Grantee's name (or, if the Grantee so requests, the Grantee's and the Grantee's spouse's name, jointly with right of survivorship) on the books of the Company as the shareholder of record with respect to the Shares delivered to the Grantee. Any fractional Restricted Stock Units becoming vested under Paragraph 2 shall be payable in cash on the settlement date set forth in the preceding sentence.

7. Shares to be Acquired for Investment. Unless the Company has theretofore notified the Grantee that a registration statement covering any Shares issued hereunder has become effective under the Securities Act, and the Company has not thereafter notified the Grantee that such registration statement is no longer effective, it shall be a condition to the issuance of any Shares underlying the Restricted Stock Units that such Shares be acquired for investment and not with a view to distribution, and the Grantee shall submit to the Company a certificate of such investment intent, together with such other evidence supporting the same as the Company may request. The Company shall be entitled to restrict the transferability of the Shares issued hereunder to the extent necessary to avoid a risk of violation of the Securities Act (or of any rules or regulations promulgated thereunder), or of any state laws or regulations. Such restrictions may, in the discretion of the Company, be noted or set forth in full on the Share certificates.

8. Withholding of Taxes. The obligation of the Company to issue Shares upon the vesting of the Restricted Stock Units shall be subject to applicable federal, state and local tax withholding requirements. If the amount includible in the Grantee's income as a result of the issuance of Shares under Paragraph 6 is subject to the withholding requirements of applicable federal, state and local tax law, the Grantee, subject to the provisions of the Plan and the Withholding Rules, may satisfy the withholding tax, in whole or in part, by electing to have the Company withhold Shares (or by returning Shares to the Company). Such Shares shall be valued, for this purpose, at their Fair Market Value on the date the amount attributable to the issuance of Shares under Paragraph 6 is includible in income by the Grantee under section 83 of the Code. Such election must be made in compliance with and subject to the Withholding Rules, and the Company may withhold Shares based on the minimum applicable tax withholding rate for federal, state, local and foreign income tax and payroll tax purposes that are applicable to such supplemental taxable income, or such other rate permitted by the Administrator that does not cause adverse accounting consequences. Notwithstanding the foregoing, the Company may limit the number of Shares withheld to the extent necessary to avoid adverse accounting consequences.

9. Amendment. This Agreement may be amended at any time and from time to time by the Committee, provided that the rights or obligations of the Grantee are not affected adversely by such amendment, unless the consent of the Grantee is obtained or such amendment is otherwise permitted under the terms of the Plan.

10. Forfeiture and Claw-Back. The Restricted Stock Units (including any proceeds, gains or other economic benefit actually or constructively received by the Grantee upon the receipt or resale of any Shares issued hereunder) shall be subject to the provisions of any claw-back policy implemented by the Company, including, without limitation, any claw-back policy adopted to comply with the requirements of the Dodd-Frank Wall Street Reform and Consumer Protection Act and any rules or regulations promulgated thereunder.

11. No Right to Continued Service. Nothing in the Plan or this Agreement shall confer upon the Grantee any right to continue in the service of the Company or any Subsidiary or shall interfere with or restrict in any way the rights of the Company and any Subsidiary, which rights are hereby expressly reserved, to discharge or terminate the service of the Grantee at any time for any reason whatsoever.

12. Entire Agreement. The Plan and this Agreement constitute the entire agreement of the parties and supersede in their entirety all oral, implied or written promises, statements, understandings, undertakings and agreements between the Company and the Grantee with respect to the subject matter hereof.

13. Governing Law. This Agreement shall be governed by the applicable Code provisions to the maximum extent possible. Otherwise, the laws of the State of Delaware (without reference to the principles of conflict of laws) shall govern the operation of, and the rights of the Grantee under, the Plan and Shares of Restricted Stock Units granted thereunder.

\* \* \* \* \*

**GLOBUS MEDICAL, INC.  
2021 EQUITY INCENTIVE PLAN**

NOTICE OF NONQUALIFIED STOCK OPTION GRANT

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Grant Date \_\_\_\_\_  
Grant Number \_\_\_\_\_

You have been granted a nonqualified stock option (the "Option") to purchase shares of the Class A Common Stock of Globus Medical, Inc. (the "Company") pursuant to the Globus Medical, Inc. 2021 Equity Incentive Plan, as amended from time to time (the "Plan"), as follows:

Vesting Commencement Date	_____
Exercise Price per Share	_____
Total Number of Shares Granted	_____
Total Exercise Price	_____
Expiration Date	_____ (10 years from Grant Date)

**Vesting Schedule:** Subject to the Plan and the Nonqualified Stock Option Agreement, this Option may be exercised, in whole or in part, in accordance with the following schedule: (A) one-fourth of the shares subject to the Option shall vest on the date that is one year from the Vesting Commencement Date; and (B) 1/48th of the shares subject to the Option shall vest at the end of each full calendar month thereafter; provided, that you have not experienced a Termination of Service as of each such vesting date.

**Termination Period:** The Option may be exercised for up to three months after a Termination of Service, except as set out in Paragraphs 8, 9 and 10 of the Nonqualified Stock Option Agreement (but in no event later than the Expiration Date); provided, that terminations for Misconduct are governed by Section 10.5 of the Plan, which provides for immediate termination of the Option upon such termination for Misconduct.

By your signature and the signature of the Company's representative below, you and the Company agree that this Option is granted under and governed by the terms and conditions of the Plan and the Nonqualified Stock Option Agreement, all of which are attached and made a part of this document.

You also agree that the Company may deliver any and all documents required to be delivered to you pursuant to the Plan or applicable law (including without limitation the prospectus and any other documents required to be delivered pursuant to Rule 428 under the Securities Act of 1933, as amended) via electronic media, including by email to an email address the Company has on file for you, or by posting on the Company's intranet, such as the SpineIT portal, or the Internet.

**OPTIONEE:**

Print Name \_\_\_\_\_  
Execution Date: \_\_\_\_\_,  
20\_\_

**GLOBUS MEDICAL, INC.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

\_\_\_\_\_

GLOBUS MEDICAL, INC.

2021 EQUITY INCENTIVE PLAN

NONQUALIFIED STOCK OPTION AGREEMENT

This NONQUALIFIED STOCK OPTION AGREEMENT (the “Option Agreement”), dated as of the Grant Date set forth on the Notice of Nonqualified Stock Option Grant to which this Option Agreement is attached (the “Notice of Grant”), is between Globus Medical, Inc., a Delaware corporation (the “Company”), and the optionee named in the Notice of Grant (the “Optionee”), an employee or consultant of the Company or of a “Subsidiary,” as defined in the Globus Medical, Inc. 2021 Equity Incentive Plan (the “Plan”), or a non-employee director of the Company.

WHEREAS, the Company desires to give the Optionee the opportunity to purchase shares of common stock of the Company in accordance with the provisions of the Plan, a copy of which is attached hereto;

NOW THEREFORE, in consideration of the mutual covenants hereinafter set forth and for other good and valuable consideration, the parties hereto, intending to be legally bound hereby, agree as follows:

1. Grant of Option. The Company hereby grants to the Optionee the right and option (the “Option”) to purchase all or any part of an aggregate of that number of Shares set forth on the Notice of Grant. The Option is in all respects limited and conditioned as hereinafter provided, and is subject in all respects to the terms and conditions of the Plan now in effect and as it may be amended from time to time (but only to the extent that such amendments apply to outstanding options). Such terms and conditions are incorporated herein by reference, made a part hereof, and shall control in the event of any conflict with any other terms of this Option Agreement. Capitalized terms not defined in this Option Agreement shall have the meaning given to such terms in the Plan, as amended from time to time. The Option granted hereunder is intended to be a nonqualified stock option meeting the requirements of the Plan, and not an incentive stock option meeting the requirements of section 422 of the Internal Revenue Code of 1986, as amended (the “Code”).

2. Exercise Price. The exercise price of each Share covered by this Option shall be the Exercise Price per Share set forth on the Notice of Grant. It is the determination of the Committee that on the Grant Date the Exercise Price per Share was not less than the greater of (i) 100% of the Fair Market Value of a Share, or (ii) the par value of a Share.

3. Term. Unless earlier terminated pursuant to any provision of the Plan or of this Option Agreement, this Option shall expire on the Expiration Date set forth on the Notice of Grant, which date is not more than 10 from the Grant Date. This Option shall not be exercisable on or after the Expiration Date.

4. Exercise of Option. The Optionee shall have the right to purchase from the Company such number of Shares and on such dates as are set forth on the Notice of Grant; provided the Optionee has not experienced a Termination of Service as of the applicable vesting date. The Committee may accelerate any exercise date of the Option, in its discretion, if it deems such acceleration to be desirable. Once the Option becomes exercisable, it will remain exercisable until it is exercised or until it terminates.

5. Method of Exercising Option. Subject to the terms and conditions of this Option Agreement and the Plan, the Option may be exercised by written or electronic notice to the Company at its principal office, which is presently located at Valley Forge Business Center, 2560 General Armistead Avenue, Audubon, PA 19403. The form of such notice is attached hereto as **Exhibit A** and shall state the election to exercise the Option and the number of whole Shares with respect to which it is being exercised; shall be signed by the person or persons so exercising the Option; shall, unless the Company otherwise notifies the Optionee, be accompanied by the investment certificate referred to in Paragraph 6; and shall be accompanied by payment of the full exercise price of such Shares. Only whole Shares will be issued.

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The exercise price shall be paid to the Company –

- (a) in cash or by check; or
- (b) following the consummation of a public offering pursuant to an effective registration statement under the Securities Act covering the offer and sale of common stock, in one or more of the following manners:
  - i. in Shares newly acquired by the Optionee upon the exercise of the Option;
  - ii. through the delivery of Shares previously acquired by the Optionee; or
  - iii. by delivering a properly executed notice of exercise of the Option to the Company and a broker, with irrevocable instructions to the broker promptly to deliver to the Company the amount of sale or loan proceeds necessary to pay the exercise price of the Option; or
- (c) any other form of legal consideration acceptable to the Committee; or
- (d) in any combination of (a), (b) or (c) above.

In the event the exercise price is paid, in whole or in part, with Shares, the portion of the exercise price so paid shall be equal to the Fair Market Value of the Shares delivered or withheld on the date of exercise.

Upon receipt of notice of exercise and payment, the Company shall deliver a certificate or certificates representing the Shares, or if the Company's shares are reflected in book entry or other electronic format it shall deliver evidence of the issuance of the shares with respect to which the Option is so exercised. The Optionee shall obtain the rights of a shareholder upon receipt of a certificate(s) representing, or evidence of the issuance of, such Shares. Until such time, the Optionee shall not be, nor have any of the rights or privileges of, a shareholder of the Company in respect of any Shares issuable upon the exercise of any part of the Option.

Such Shares shall be registered in the name of the person so exercising the Option (or, if the Option is exercised by the Optionee and if the Optionee so requests in the notice exercising the Option, shall be registered in the name of the Optionee and the Optionee's spouse, jointly, with right of survivorship), and shall be issued as provided above to, or upon the written order of, the person exercising the Option. In the event the Option is exercised by any person after the death or Disability of the Optionee, the notice shall be accompanied by appropriate proof of the right of such person to exercise the Option. All Shares that are purchased upon exercise of the Option as provided herein shall be fully paid and non-assessable.

6. Shares to be Purchased for Investment. Unless the Company has theretofore notified the Optionee that a registration statement covering the Shares to be acquired upon the exercise of the Option has become effective under the Securities Act, and the Company has not thereafter notified the Optionee that such registration statement is no longer effective, it shall be a condition to any exercise of this Option that the Shares acquired upon such exercise be acquired for investment and not with a view to distribution, and the person effecting such exercise shall submit to the Company a certificate of such investment intent, together with such other evidence supporting the same as the Company may request. The Company shall be entitled to restrict the transferability of the Shares issued upon any such exercise to the extent necessary to avoid a risk of violation of the Securities Act (or of any rules or regulations promulgated thereunder), or of any state laws or regulations. Such restrictions may, in the discretion of the Company, be noted or set forth in full on the Share certificates and stock records of the Company.

7. Non-Transferability of Option. Notwithstanding anything in Section 10.3 of the Plan to the contrary, (i) this Option is not assignable or transferable, in whole or in part, by the Optionee other than by will or by the laws of descent and distribution, and (ii) during the lifetime of the Optionee, the Option shall be exercisable only by the Optionee or, in the event of his or her Disability, by his or her guardian or legal representative.

8. Termination of Service. If the Optionee experiences a Termination of Service with the Company and Subsidiaries for any reason (other than death or Disability) prior to the Expiration Date, this Option may be exercised, to the extent of the number of Shares with respect to which the Optionee could have exercised it on the date of such Termination of Service, or to any greater extent permitted by the Committee in its discretion, by the Optionee at any time prior to the earlier of (i) the Expiration Date, (ii) three months after such Termination of Service if such termination was not for Misconduct, and (iii) the date of such Termination of Service if such termination was for Misconduct. Shares subject to the unvested portion of the Option shall be forfeited upon the Optionee's Termination of Service, except to the extent the Committee elects to vest such portion.

9. Disability. If the Optionee incurs a Disability during his or her employment and, prior to the Expiration Date, the Optionee experiences a Termination of Service as a consequence of such Disability, this Option may be exercised, to the extent of the number of Shares with respect to which the Optionee could have exercised it on the date of such Termination of Service, or to any greater extent permitted by the Committee in its discretion, by the Optionee or by the Optionee's legal representative at any time prior to the earlier of (i) the Expiration Date or (ii) one year after such Termination of Service.

10. Death. If the Optionee dies during his or her service with the Company or a Subsidiary and prior to the Expiration Date, or if the Optionee experiences a Termination of Service for any reason (as described in Paragraphs 8 and 9) and the Optionee dies following his or her Termination of Service but prior to the earliest of (i) the Expiration Date, (ii) the expiration of the period determined under Paragraph 8 or 9 (as applicable to the Optionee), or (iii) three months following the Optionee's Termination of Service, this Option may be exercised, to the extent of the number of Shares with respect to which the Optionee could have exercised it on the date of his or her death, or to any greater extent permitted by the Committee in its discretion, by the Optionee's estate, personal representative, or beneficiary who acquired the right to exercise this Option by bequest or inheritance or by reason of the Optionee's death, at any time prior to the earlier of (i) the Expiration Date or (ii) one year after the date of the Optionee's death.

11. Taxation Upon Exercise of Option; Withholding. The Optionee understands that, because this Option is a nonqualified stock option, he or she will recognize income for federal income tax purposes at the time the Option is exercised in an amount for each Share equal to the excess of the then Fair Market Value of a Share over the Exercise Price per Share. The obligation of the Company to deliver shares upon the exercise of this Option shall be subject to applicable federal, state and local tax withholding requirements. If the exercise of the Option is subject to the withholding requirements of applicable federal, state or local tax law, the Optionee, subject to the provisions of the Plan and such additional withholding rules (the "Withholding Rules") as shall be adopted by the Committee, may satisfy the withholding tax, in whole or in part, by electing to have the Company withhold (or by returning to the Company) Shares, which Shares shall be valued, for this purpose, at their Fair Market Value on the date the amount attributable to the exercise of the Option is includible in income by the Optionee under section 83 of the Code. Such election must be made in compliance with and subject to the Withholding Rules, and the Company may withhold shares based on the minimum applicable tax withholding rate for federal, state, local and foreign income tax and payroll tax purposes that are applicable to such supplemental taxable income, or such other rate permitted by the Administrator that does not cause adverse accounting consequences. Notwithstanding the foregoing, the Company may limit the number of Shares withheld to the extent necessary to avoid adverse accounting consequences.

12. Amendment. This Option Agreement may be amended at any time and from time to time by the Committee, provided that the rights or obligations of the Optionee are not affected adversely by such amendment, unless the consent of the Optionee is obtained or such amendment is otherwise permitted under the terms of the Plan.

13. Forfeiture and Claw-Back. The Option (including any proceeds, gains or other economic benefit actually or constructively received by the Optionee upon any exercise of the Option or upon the receipt or resale of any Shares underlying the Option) shall be subject to the provisions of any claw-back policy implemented by the Company, including, without limitation, any claw-back policy adopted to comply with the requirements of the Dodd-Frank Wall Street Reform and Consumer Protection Act and any rules or regulations promulgated thereunder.

14. No Right to Continued Service. Nothing in the Plan or this Option Agreement shall confer upon the Optionee any right to continue in the service of the Company or any Subsidiary or shall interfere with or restrict in any way the rights of the Company and any Subsidiary, which rights are hereby expressly reserved, to discharge or terminate the service of the Optionee at any time for any reason whatsoever.

15. Entire Agreement. The Plan and this Option Agreement constitute the entire agreement of the parties and supersede in their entirety all oral, implied or written promises, statements, understandings, undertakings and agreements between the Company and the Optionee with respect to the subject matter hereof.

16. Governing Law. This Option Agreement shall be governed by the applicable Code provisions to the maximum extent possible. Otherwise, the laws of the State of Delaware (without reference to the principles of conflict of laws) shall govern the operation of, and the rights of the Optionee under, the Plan and options granted thereunder.

\* \* \* \* \*

**EXHIBIT A**

GLOBUS MEDICAL, INC. 2021 EQUITY INCENTIVE PLAN

Notice of Exercise of Nonqualified Stock Option

I hereby exercise the nonqualified stock option granted to me pursuant to the Nonqualified Stock Option Agreement (the "Option Agreement") dated as of \_\_\_\_\_, 20\_\_, by Globus Medical, Inc. (the "Company"), with respect to the following number of shares of the Company's common stock ("Shares"), par value \$\_\_\_\_\_ per Share, covered by said option:

Number of Shares to be purchased: \_\_\_\_\_  
Purchase price per Share: \$\_\_\_\_\_  
Total purchase price: \$\_\_\_\_\_

- A. Enclosed is cash or my check (or other form of legal consideration acceptable to the Compensation Committee of the Company's Board of Directors) in the amount of \$\_\_\_\_\_ in full/partial **[circle one]** payment for such Shares;  
and/or
- B. Enclosed is/are Share(s) with a total fair market value of \$\_\_\_\_\_ on the date hereof in full/partial **[circle one]** payment for such Shares;  
and/or
- C. Please withhold \_\_\_\_\_ Shares with a total fair market value of \$\_\_\_\_\_ on the date hereof in full/partial **[circle one]** payment for such Shares;  
and/or
- D. I have provided notice to \_\_\_\_\_ **[insert name of broker]**, a broker, who will render full/partial **[circle one]** payment for such Shares. **[The Optionee should attach to the notice of exercise provided to such broker a copy of this Notice of Exercise of Nonqualified Stock Option and irrevocable instructions to pay to the Company the full/partial (as elected above) exercise price.]**

Please have the purchased Shares registered in the following name or names\* and address:

Print name or names \*: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

If the condition in Paragraph 6 ("Shares to be Purchased for Investment") of the Option Agreement related to the Shares purchased hereby is applicable, the undersigned hereby certifies that the Shares purchased hereby are being acquired for investment and not with a view to the distribution of such Shares.

DATED: \_\_\_\_\_, 20\_\_ \_\_\_\_\_  
Optionee's Signature

\* Shares may be registered in the name of the Optionee alone or in the joint names (with right of survivorship) of the Optionee and his or her spouse.

\_\_\_\_\_

**GLOBUS MEDICAL, INC.  
2021 EQUITY INCENTIVE PLAN**

**NOTICE OF RESTRICTED STOCK GRANT**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Grant Number \_\_\_\_\_

You have been awarded shares (“Shares”) of Class A Common Stock of Globus Medical, Inc. (the “Company”), subject to certain restrictions as described in the attached Restricted Stock Agreement (the “Restricted Stock”), pursuant to the Globus Medical, Inc. 2021 Equity Incentive Plan, as amended from time to time (the “Plan”), as follows:

Grant Date \_\_\_\_\_  
Vesting Commencement Date \_\_\_\_\_  
Total Number of Shares Granted \_\_\_\_\_

**Vesting Schedule:** Subject to the Plan and the Restricted Stock Agreement, the Restricted Stock will vest, in whole or in part, in accordance with the following schedule:  
(A) one-fourth of the Shares of Restricted Stock will vest on the date that is one year from the Vesting Commencement Date; and (B) 1/48th of the Shares of Restricted Stock will vest at the end of each full calendar month thereafter; provided, that you have not experienced a Termination of Service as of each such vesting date.

By your signature and the signature of the Company’s representative below, you and the Company agree that the Restricted Stock is granted under and governed by the terms and conditions of the Plan and the Restricted Stock Agreement, all of which are attached and made a part of this document.

**GRANTEE:**  
Print Name \_\_\_\_\_  
Execution Date: \_\_\_\_\_, 20\_\_

**GLOBUS MEDICAL, INC.**  
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

\_\_\_\_\_

GLOBUS MEDICAL, INC.

2021 EQUITY INCENTIVE PLAN

RESTRICTED STOCK AGREEMENT

This RESTRICTED STOCK AGREEMENT (the “Agreement”), dated as of the Grant Date set forth on the Notice of Restricted Stock Grant to which this Agreement is attached (the “Notice of Grant”), is between Globus Medical, Inc., a Delaware corporation (the “Company”), and the grantee named in the Notice of Grant (the “Grantee”), an employee or consultant of the Company or of a Subsidiary, or a non-employee director of the Company.

WHEREAS, the Company desires to award the Grantee shares of common stock of the Company, subject to certain restrictions as hereinafter provided, in accordance with the provisions of the Globus Medical, Inc. 2021 Equity Incentive Plan (the “Plan”), a copy of which is attached hereto;

NOW THEREFORE, in consideration of the mutual covenants hereinafter set forth and for other good and valuable consideration, the parties hereto, intending to be legally bound hereby, agree as follows:

1. Grant of Restricted Stock. The Company hereby grants to the Grantee as of the Grant Date \_\_\_\_\_ shares of Class A Common Stock of the Company (the “Shares”), subject to the restrictions set forth in Paragraph 2 (the “Restricted Stock”). This grant is in all respects limited and conditioned as hereinafter provided, and is subject in all respects to the terms and conditions of the Plan now in effect and as it may be amended from time to time (but only to the extent that such amendments apply to outstanding grants of Restricted Stock). Such terms and conditions are incorporated herein by reference, made a part hereof, and shall control in the event of any conflict with any other terms of this Agreement. Capitalized terms not defined in this Agreement shall have the meaning given to such terms in the Plan, as amended from time to time.

2. Vesting. The Grantee shall vest in (i.e., have the right to sell, assign, transfer, pledge or otherwise encumber or dispose of) the number of Shares of Restricted Stock and on such dates as are set forth on the Notice of Grant; provided, the Grantee has not experienced a Termination of Service as of the applicable vesting date. The Committee may accelerate any vesting of the Restricted Stock, in its discretion, if it deems such acceleration to be desirable.

3. Share Certificate; Restrictions. The Grantee (or, if the Grantee so requests, the Grantee and the Grantee’s spouse, jointly with right of survivorship) shall be the record owner of the Restricted Stock until the Shares are sold or otherwise disposed of. The Company may issue Share certificates or evidence the Grantee’s interest by using a restricted book entry account. Physical possession or custody of any Share certificates that are issued shall be retained by the Company until such time as the Restricted Stock vests. The certificates or book entry account may include a legend setting forth the restrictions on transfer.

4. Voting and Dividend Rights. The Grantee shall have voting rights on Restricted Stock and receive an amount equal to the dividends that otherwise would have been payable to the Grantee had the Grantee been vested in such Restricted Stock on the date of its original issuance; provided, however, that any extraordinary distributions with respect to the Shares shall be subject to the restrictions set forth in Paragraph 2. Such amount shall be treated as compensation (subject to the withholding of applicable taxes) unless and until the Grantee makes the election described in Paragraph 6.

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5. Termination of Service. If the Grantee experiences a Termination of Service for any reason (including death or Disability), all unvested Restricted Stock held by the Grantee at the time of Termination of Service shall be forfeited and retained by the Company, except to the extent the Committee elects to vest such Restricted Stock.

6. Notice of Tax Election. If the Grantee makes an election under section 83(b) of the Internal Revenue Code of 1986, as amended (the "Code"), for the immediate recognition of income attributable to the grant of Restricted Stock, the Grantee shall inform the Company in writing of such election within 10 days after filing such election. The amount includible in the Grantee's income as a result of an election under section 83(b) of the Code shall be subject to applicable federal, state and local tax withholding requirements and to such additional withholding rules (the "Withholding Rules") as shall be adopted by the Committee.

7. Transferability. Notwithstanding anything in Section 10.3 of the Plan to the contrary, the Grantee may not assign or transfer, in whole or in part, Restricted Stock subject to the Agreement in which the Grantee is not vested.

8. Shares to be Acquired for Investment. Unless the Company has theretofore notified the Grantee that a registration statement covering the Shares of Restricted Stock granted hereunder has become effective under the Securities Act, and the Company has not thereafter notified the Grantee that such registration statement is no longer effective, it shall be a condition to receipt of the Shares of Restricted Stock granted hereunder that such Shares be acquired for investment and not with a view to distribution, and the Grantee shall submit to the Company a certificate of such investment intent, together with such other evidence supporting the same as the Company may request. The Company shall be entitled to restrict the transferability of the Shares of Restricted Stock granted hereunder to the extent necessary to avoid a risk of violation of the Securities Act (or of any rules or regulations promulgated thereunder), or of any state laws or regulations. Such restrictions may, in the discretion of the Company, be noted or set forth in full on the Share certificates.

9. Withholding of Taxes. The obligation of the Company to deliver Shares upon the vesting of Restricted Stock shall be subject to applicable federal, state and local tax withholding requirements. If the amount includible in the Grantee's income as a result of the vesting of Restricted Stock is subject to the withholding requirements of applicable federal, state and local tax law, the Grantee, subject to the provisions of the Plan and the Withholding Rules, may satisfy the withholding tax, in whole or in part, by electing to have the Company withhold Shares (or by returning Shares to the Company). Such Shares shall be valued, for this purpose, at their Fair Market Value on the date the amount attributable to the vesting of the Restricted Stock is includible in income by the Grantee under section 83 of the Code. Such election must be made in compliance with and subject to the Withholding Rules, and the Company may withhold Shares based on the minimum applicable tax withholding rate for federal, state, local and foreign income tax and payroll tax purposes that are applicable to such supplemental taxable income, or such other rate permitted by the Administrator that does not cause adverse accounting consequences. Notwithstanding the foregoing, the Company may limit the number of Shares withheld to the extent necessary to avoid adverse accounting consequences.

10. Amendment. This Agreement may be amended at any time and from time to time by the Committee, provided that the rights or obligations of the Grantee are not affected adversely by such amendment, unless the consent of the Grantee is obtained or such amendment is otherwise permitted under the terms of the Plan.

11. Forfeiture and Claw-Back. The Shares of Restricted Stock (including any proceeds, gains or other economic benefit actually or constructively received by the Grantee upon the receipt or resale of any Shares granted hereunder) shall be subject to the provisions of any claw-back policy implemented by the Company, including, without limitation, any claw-back policy adopted to comply with the requirements of the Dodd-Frank Wall Street Reform and Consumer Protection Act and any rules or regulations promulgated thereunder.

12. No Right to Continued Service. Nothing in the Plan or this Agreement shall confer upon the Grantee any right to continue in the service of the Company or any Subsidiary or shall interfere with or restrict in any way the rights of the Company and any Subsidiary, which rights are hereby expressly reserved, to discharge or terminate the service of the Grantee at any time for any reason whatsoever.

13. Entire Agreement. The Plan and this Agreement constitute the entire agreement of the parties and supersede in their entirety all oral, implied or written promises, statements, understandings, undertakings and agreements between the Company and the Grantee with respect to the subject matter hereof.

14. Governing Law. This Agreement shall be governed by the applicable Code provisions to the maximum extent possible. Otherwise, the laws of the State of Delaware (without reference to the principles of conflict of laws) shall govern the operation of, and the rights of the Grantee under, the Plan and Shares of Restricted Stock granted thereunder.

\* \* \* \* \*

**GLOBUS MEDICAL, INC.  
2021 EQUITY INCENTIVE PLAN**

NOTICE OF INCENTIVE STOCK OPTION GRANT

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Grant Number \_\_\_\_\_

You have been granted an incentive stock option (the "Option") to purchase shares of the Class A Common Stock of Globus Medical, Inc. (the "Company") pursuant to the Globus Medical, Inc. 2021 Equity Incentive Plan, as amended from time to time (the "Plan"), as follows:

Grant Date	_____
Vesting Commencement Date	_____
Exercise Price per Share	_____
Total Number of Shares Granted	_____
Total Exercise Price	_____
Expiration Date	<u>[10/5] Years from the Grant Date</u>

**Vesting Schedule:** Subject to the Plan and the Incentive Stock Option Agreement, this Option may be exercised, in whole or in part, in accordance with the following schedule: (A) one-fourth of the shares subject to the Option shall vest on the date that is one year from the Vesting Commencement Date; and (B) 1/48th of the shares subject to the Option shall vest at the end of each full calendar month thereafter; provided, that you have not experienced a Termination of Service as of each such vesting date.

**Termination Period:** The Option may be exercised for up to three months after a Termination of Service, except as set out in Paragraphs 8, 9 and 10 of the Incentive Stock Option Agreement (but in no event later than the Expiration Date); provided, that terminations for Misconduct are governed by Section 10.5 of the Plan, which provides for immediate termination of the Option upon such termination for Misconduct.

By your signature and the signature of the Company's representative below, you and the Company agree that this Option is granted under and governed by the terms and conditions of the Plan and the Incentive Stock Option Agreement, all of which are attached and made a part of this document.

You also agree that the Company may deliver any and all documents required to be delivered to you pursuant to the Plan or applicable law (including without limitation the prospectus and any other documents required to be delivered pursuant to Rule 428 under the Securities Act of 1933, as amended) via electronic media, including by email to an email address the Company has on file for you, or by posting on the Company's intranet, such as the SpineIT portal, or the Internet.

**OPTIONEE:**

Print Name \_\_\_\_\_  
Execution Date: \_\_\_\_\_, 20\_\_

**GLOBUS MEDICAL, INC.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

\_\_\_\_\_

GLOBUS MEDICAL, INC.

2021 EQUITY INCENTIVE PLAN

INCENTIVE STOCK OPTION AGREEMENT

This INCENTIVE STOCK OPTION AGREEMENT (the “Option Agreement”), dated as of the Grant Date set forth on the Notice of Incentive Stock Option Grant to which this Option Agreement is attached (the “Notice of Grant”), is between Globus Medical, Inc., a Delaware corporation (the “Company”), and the optionee named in the Notice of Grant (the “Optionee”), an employee of the Company or of a “Subsidiary,” as defined in the Globus Medical, Inc. 2021 Equity Incentive Plan (the “Plan”).

WHEREAS, the Company desires to give the Optionee the opportunity to purchase shares of common stock of the Company in accordance with the provisions of the Plan, a copy of which is attached hereto;

NOW THEREFORE, in consideration of the mutual covenants hereinafter set forth and for other good and valuable consideration, the parties hereto, intending to be legally bound hereby, agree as follows:

1. Grant of Option. The Company hereby grants to the Optionee the right and option (the “Option”) to purchase all or any part of an aggregate of that number of Shares set forth on the Notice of Grant. The Option is in all respects limited and conditioned as hereinafter provided, and is subject in all respects to the terms and conditions of the Plan now in effect and as it may be amended from time to time (but only to the extent that such amendments apply to outstanding options). Such terms and conditions are incorporated herein by reference, made a part hereof, and shall control in the event of any conflict with any other terms of this Option Agreement. Capitalized terms not defined in this Option Agreement shall have the meaning given to such terms in the Plan, as amended from time to time. The Option granted hereunder is intended to be an incentive stock option meeting the requirements of the Plan and section 422 of the Internal Revenue Code of 1986, as amended (the “Code”), and not a nonqualified stock option.

2. Exercise Price. The exercise price of each Share covered by this Option shall be the Exercise Price per Share set forth on the Notice of Grant. It is the determination of the Committee that on the Grant Date the Exercise Price per Share was not less than the greater of (i) 100% (110% for an Optionee who is a Greater Than 10% Stockholder) of the Fair Market Value of a Share, or (ii) the par value of a Share.

3. Term. Unless earlier terminated pursuant to any provision of the Plan or of this Option Agreement, this Option shall expire on the Expiration Date set forth on the Notice of Grant, which date is not more than 10 years (five years in the case of a Greater Than 10% Stockholder) from the Grant Date. This Option shall not be exercisable on or after the Expiration Date.

4. Exercise of Option. The Optionee shall have the right to purchase from the Company such number of Shares and on such dates as are set forth on the Notice of Grant; provided the Optionee has not experienced a Termination of Service as of the applicable vesting date. The Committee may accelerate any exercise date of the Option, in its discretion, if it deems such acceleration to be desirable. Once the Option becomes exercisable, it will remain exercisable until it is exercised or until it terminates.

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5. Method of Exercising Option. Subject to the terms and conditions of this Option Agreement and the Plan, the Option may be exercised by written or electronic notice to the Company at its principal office, which is presently located at Valley Forge Business Center, 2560 General Armistead Avenue, Audubon, PA 19403. The form of such notice is attached hereto as **Exhibit A** and shall state the election to exercise the Option and the number of whole Shares with respect to which it is being exercised; shall be signed by the person or persons so exercising the Option; shall, unless the Company otherwise notifies the Optionee, be accompanied by the investment certificate referred to in Paragraph 6; and shall be accompanied by payment of the full exercise price of such Shares. Only whole Shares will be issued.

The exercise price shall be paid to the Company –

- (a) in cash or by check; or
- (b) following the consummation of a public offering pursuant to an effective registration statement under the Securities Act covering the offer and sale of common stock, in one or more of the following manners:
  - i. in Shares newly acquired by the Optionee upon the exercise of the Option;
  - ii. through the delivery of Shares previously acquired by the Optionee; or
  - iii. by delivering a properly executed notice of exercise of the Option to the Company and a broker, with irrevocable instructions to the broker promptly to deliver to the Company the amount of sale or loan proceeds necessary to pay the exercise price of the Option; or
- (c) any other form of legal consideration acceptable to the Committee; or
- (d) in any combination of (a), (b) or (c) above.

In the event the exercise price is paid, in whole or in part, with Shares, the portion of the exercise price so paid shall be equal to the Fair Market Value of the Shares delivered or withheld on the date of exercise.

Upon receipt of notice of exercise and payment, the Company shall deliver a certificate or certificates representing the Shares, or if the Company's Shares are reflected in book entry or other electronic format it shall deliver evidence of the issuance of the Shares with respect to which the Option is so exercised. The Optionee shall obtain the rights of a shareholder upon receipt of a certificate(s) representing, or evidence of the issuance of, such Shares. Until such time, the Optionee shall not be, nor have any of the rights or privileges of, a shareholder of the Company in respect of any Shares issuable upon the exercise of any part of the Option.

Such Shares shall be registered in the name of the person so exercising the Option (or, if the Option is exercised by the Optionee and if the Optionee so requests in the notice exercising the Option, shall be registered in the name of the Optionee and the Optionee's spouse, jointly, with right of survivorship), and shall be issued as provided above to, or upon the written order of, the person exercising the Option. In the event the Option is exercised by any person after the death or Disability of the Optionee, the notice shall be accompanied by appropriate proof of the right of such person to exercise the Option. All Shares that are purchased upon exercise of the Option as provided herein shall be fully paid and non-assessable.

6. Shares to be Purchased for Investment. Unless the Company has theretofore notified the Optionee that a registration statement covering the Shares to be acquired upon the exercise of the Option has become effective under the Securities Act, and the Company has not thereafter notified the Optionee that such registration statement is no longer effective, it shall be a condition to any exercise of this Option that the Shares acquired upon such exercise be acquired for investment and not with a view to distribution, and the person effecting such exercise shall submit to the Company a certificate of such investment intent, together with such other evidence supporting the same as the Company may request. The Company shall be entitled to restrict the transferability of the Shares issued upon any such exercise to the extent necessary to avoid a risk of violation of the Securities Act (or of any rules or regulations promulgated thereunder), or of any state laws or regulations. Such restrictions may, in the discretion of the Company, be noted or set forth in full on the Share certificates and the stock records of the Company.

7. Non-Transferability of Option. Notwithstanding anything in Section 10.3 of the Plan to the contrary, (i) this Option is not assignable or transferable, in whole or in part, by the Optionee other than by will or by the laws of descent and distribution, and (ii) during the lifetime of the Optionee, the Option shall be exercisable only by the Optionee or, in the event of his or her Disability, by his or her guardian or legal representative.

8. Termination of Service. If the Optionee experiences a Termination of Service with the Company and Subsidiaries for any reason (other than death or Disability) prior to the Expiration Date, this Option may be exercised, to the extent of the number of Shares with respect to which the Optionee could have exercised it on the date of such Termination of Service, or to any greater extent permitted by the Committee in its discretion, by the Optionee at any time prior to the earlier of (i) the Expiration Date, (ii) three months after such Termination of Service if such termination was not for Misconduct, and (iii) the date of such Termination of Service if such termination was for Misconduct. Shares subject to the unvested portion of the Option shall be forfeited upon the Optionee's Termination of Service, except to the extent the Committee elects to vest such portion.

9. Disability. If the Optionee incurs a Disability during his or her employment or service with the Company or a Subsidiary and, prior to the Expiration Date, the Optionee experiences a Termination of Service as a consequence of such Disability, this Option may be exercised, to the extent of the number of Shares with respect to which the Optionee could have exercised it on the date of such Termination of Service, or to any greater extent permitted by the Committee in its discretion, by the Optionee or by the Optionee's legal representative at any time prior to the earlier of (i) the Expiration Date or (ii) one year after such Termination of Service.

10. Death. If the Optionee dies during his or her employment or service with the Company or a Subsidiary and prior to the Expiration Date, or if the Optionee experiences a Termination of Service for any reason (as described in Paragraphs 8 and 9) and the Optionee dies following his or her Termination of Service but prior to the earliest of (i) the Expiration Date, (ii) the expiration of the period determined under Paragraph 8 or 9 (as applicable to the Optionee), or (iii) three months following the Optionee's Termination of Service, this Option may be exercised, to the extent of the number of Shares with respect to which the Optionee could have exercised it on the date of his or her death, or to any greater extent permitted by the Committee in its discretion, by the Optionee's estate, personal representative, or beneficiary who acquired the right to exercise this Option by bequest or inheritance or by reason of the Optionee's death, at any time prior to the earlier of (i) the Expiration Date or (ii) one year after the date of the Optionee's death.

11. Taxation Upon Exercise of Option; Withholding. The Optionee understands that, to the extent (if at all) this Option is deemed to be a nonqualified stock option, he or she will recognize income for federal income tax purposes at the time the Option is exercised in an amount for each Share equal to the excess of the then Fair Market Value of a Share over the Exercise Price per Share. The obligation of the Company to deliver shares upon the exercise of this Option shall be subject to applicable federal, state and local tax withholding requirements. If the exercise of the Option is subject to the withholding requirements of applicable federal, state or local tax law, the Optionee, subject to the provisions of the Plan and such additional withholding rules (the "Withholding Rules") as shall be adopted by the Committee, may satisfy the withholding tax, in whole or in part, by electing to have the Company withhold (or by returning to the Company) Shares, which Shares shall be valued, for this purpose, at their Fair Market Value on the date the amount attributable to the exercise of the Option is includible in income by the Optionee under section 83 of the Code. Such election must be made in compliance with and subject to the Withholding Rules, and the Company may withhold shares based on the minimum applicable tax withholding rate for federal, state, local and foreign income tax and payroll tax purposes that are applicable to such supplemental taxable income, or such other rate permitted by the Administrator that does not cause adverse accounting consequences. Notwithstanding the foregoing, the Company may limit the number of Shares withheld to the extent necessary to avoid adverse accounting consequences. Additionally, the Optionee will be required to treat his or her Incentive Stock Option as a nonqualified stock option if the Optionee makes a disqualifying disposition of the Option (see Paragraph 13). Although the Optionee will have no tax withholding obligation upon the disqualifying disposition, the amount included in the Optionee's income for the year of the disqualifying disposition might require the Optionee to make estimated tax payments.

12. Designation as Incentive Stock Option.

(a) This Option is designated as an incentive stock option under Section 422 of the Internal Revenue Code of 1986, as amended (the "Code"). If the aggregate Fair Market Value of a Share on the date of the grant with respect to which incentive stock options are exercisable for the first time by the Optionee during any calendar year, under the Plan or any other stock option plan of the Company or a parent or subsidiary, exceeds \$100,000, then the Option, as to the excess, shall be treated as a nonqualified stock option that does not meet the requirements of Section 422 of the Code. If and to the extent that the Option fails to qualify as an incentive stock option under the Code, the Option shall remain outstanding according to its terms as a nonqualified stock option.

(b) The Optionee understands that favorable incentive stock option tax treatment is available only if the Option is exercised while the Optionee is an employee of the Company or a parent or subsidiary of the Company or within a period of time specified in the Code after the Optionee ceases to be an employee. The Optionee understands that the Optionee is responsible for the income tax consequences of the Option, and, among other tax consequences, the Optionee understands that he or she may be subject to the alternative minimum tax under the Code in the year in which the Option is exercised. The Optionee will consult with his or her tax adviser regarding the tax consequences of the Option.

13. Disqualifying Disposition of Option Shares. The Optionee agrees to give written notice to the Company, at its principal office, if a "disposition" of the Shares acquired through exercise of the Option granted hereunder occurs at any time within two years after the Grant Date or within one year after the transfer to the Optionee of such Shares. The Optionee acknowledges that if such disposition occurs, the Optionee generally will recognize ordinary income as of the date the Option was exercised in an amount equal to the lesser of (i) the Fair Market Value of the Shares on the date of exercise minus the exercise price, or (ii) the amount realized on disposition of such Shares minus the exercise price. For purposes of this Paragraph, the term "disposition" shall have the meaning assigned to such term by section 424(c) of the Code.

14. Amendment. This Option Agreement may be amended at any time and from time to time by the Committee, provided that the rights or obligations of the Optionee are not affected adversely by such amendment, unless the consent of the Optionee is obtained or such amendment is otherwise permitted under the terms of the Plan.

15. Forfeiture and Claw-Back. The Option (including any proceeds, gains or other economic benefit actually or constructively received by the Optionee upon any exercise of the Option or upon the receipt or resale of any Shares underlying the Option) shall be subject to the provisions of any claw-back policy implemented by the Company, including, without limitation, any claw-back policy adopted to comply with the requirements of the Dodd-Frank Wall Street Reform and Consumer Protection Act and any rules or regulations promulgated thereunder.

16. No Right to Continued Employment or Service. Nothing in the Plan or this Option Agreement shall confer upon the Optionee any right to continue in the employ or service of the Company or any Subsidiary or shall interfere with or restrict in any way the rights of the Company and any Subsidiary, which rights are hereby expressly reserved, to discharge or terminate the employment or service of the Optionee at any time for any reason whatsoever.

17. Entire Agreement. The Plan and this Option Agreement constitute the entire agreement of the parties and supersede in their entirety all oral, implied or written promises, statements, understandings, undertakings and agreements between the Company and the Optionee with respect to the subject matter hereof.

18. Governing Law. This Option Agreement shall be governed by the applicable Code provisions to the maximum extent possible. Otherwise, the laws of the State of Delaware (without reference to the principles of conflict of laws) shall govern the operation of, and the rights of the Optionee under, the Plan and options granted thereunder.

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**EXHIBIT A**

GLOBUS MEDICAL, INC. 2021 EQUITY INCENTIVE PLAN

Notice of Exercise of Incentive Stock Option

I hereby exercise the incentive stock option granted to me pursuant to the Incentive Stock Option Agreement dated as of \_\_\_\_\_, 20\_\_, by Globus Medical, Inc. (the "Company"), with respect to the following number of shares of the Company's common stock ("Shares"), par value \$\_\_\_\_\_ per Share, covered by said option:

Number of Shares to be purchased: \_\_\_\_\_  
Purchase price per Share: \$ \_\_\_\_\_  
Total purchase price: \$ \_\_\_\_\_

- A. Enclosed is cash or my check (or other form of legal consideration acceptable to the Compensation Committee of the Company's Board of Directors) in the amount of \$\_\_\_\_\_ in full/partial **[circle one]** payment for such Shares;  
and/or
- B. Enclosed is/are Share(s) with a total fair market value of \$\_\_\_\_\_ on the date hereof in full/partial **[circle one]** payment for such Shares;  
and/or
- C. Please withhold \_\_\_\_\_ Shares with a total fair market value of \$\_\_\_\_\_ on the date hereof in full/partial **[circle one]** payment for such Shares;  
and/or
- D. I have provided notice to \_\_\_\_\_ **[insert name of broker]**, a broker, who will render full/partial **[circle one]** payment for such Shares. **[Optionee should attach to the notice of exercise provided to such broker a copy of this Notice of Exercise of Incentive Stock Option and irrevocable instructions to pay to the Company the full/partial (as elected above) exercise price.]**

Please have the certificate or certificates representing the purchased Shares registered in the following name or names\*: \_\_\_\_\_; and sent to  
\_\_\_\_\_

If the condition in Paragraph 6 ("Shares to be Purchased for Investment") of the Incentive Stock Option Agreement related to the Shares purchased hereby is applicable, the undersigned hereby certifies that the Shares purchased hereby are being acquired for investment and not with a view to the distribution of such Shares.

DATED: \_\_\_\_\_, 20\_\_ \_\_\_\_\_  
Optionee's Signature

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\* Certificates may be registered in the name of the Optionee alone or in the joint names (with right of survivorship) of the Optionee and his or her spouse.

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