

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): February 16, 2022

WESCO International, Inc.

(Exact name of registrant as specified in its charter)

Delaware
(State or other jurisdiction of
incorporation)

001-14989
(Commission File Number)

25-1723342
(IRS Employer
Identification No.)

225 West Station Square Drive
Suite 700
Pittsburgh, Pennsylvania
(Address of principal executive offices)

15219
(Zip Code)

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

Not applicable.
(Former name or former address, if changed since last report)

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

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

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

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

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

Emerging growth company

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

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

On February 16, 2022, the compensation committee of the Board of Directors of WESCO International, Inc. adopted for use under the WESCO International, Inc. 2021 Omnibus Incentive Plan, forms of (i) Nonqualified Stock Option Award Agreement; and (ii) Performance Share Unit Award Agreement. These form agreements are attached hereto as Exhibits 10.1 and 10.2.

Item 9.01. Financial Statements and Exhibits.

(d) Exhibits.

<u>Exhibit No.</u>	<u>Description</u>
10.1	Form of WESCO International, Inc. 2021 Omnibus Incentive Plan Nonqualified Stock Option Award Agreement. *
10.2	Form of WESCO International, Inc. 2021 Omnibus Incentive Plan Performance Share Unit Award Agreement. *
104	Cover Page Interactive Data File (embedded within the Inline XBRL document)

*Compensatory plan or arrangement.

SIGNATURES

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

WESCO International, Inc.

(Registrant)

February 16, 2022

(Date)

By: /s/ David S. Schulz

David S. Schulz

Executive Vice President and Chief Financial Officer

**WESCO INTERNATIONAL, INC.
2021 OMNIBUS INCENTIVE PLAN
NONQUALIFIED STOCK OPTION AWARD AGREEMENT**

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

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

Term:	<p>Except as provided below, the Options shall terminate on the tenth anniversary of the Grant Date (the "<u>Scheduled Expiration Date</u>").</p> <ul style="list-style-type: none"> • If Grantee has a Termination of Service prior to the Scheduled Expiration Date, other than by reason of Grantee's Termination of Service due to Early Retirement, Normal Retirement, death, Disability or Change in Control, then any of the Options that have not become exercisable on or before the date of such Termination of Service shall terminate on such date and any of the Options that became exercisable on or before the date of such Termination of Service shall remain exercisable until the first to occur of (A) 60 days after the date of Grantee's Termination of Service and (B) the Scheduled Expiration Date, and, if not exercised before such earlier date, shall terminate upon such earlier date. • If Grantee has a Termination of Service prior to the Scheduled Expiration Date due to Grantee's Early Retirement, then any of the Options that have not become exercisable on or before the date of such event shall terminate on such date and any of the Options held by Grantee that became exercisable on or before the date of such event shall remain exercisable until the first to occur of (A) the first anniversary of such event and (B) the Scheduled Expiration Date, and, if not exercised before such earlier date, shall terminate upon such earlier date. • If Grantee has a Termination of Service prior to the Scheduled Expiration Date due to death or Disability, then all Options held by Grantee shall remain exercisable until the first to occur of (A) the first anniversary of Grantee's Termination of Service and (B) the Scheduled Expiration Date, and, if not exercised prior to such earlier date, shall terminate upon such earlier date. • If Grantee has a Termination of Service prior to the Scheduled Expiration Date due to Normal Retirement, then all Options held by Grantee shall remain exercisable until the first to occur of (A) the third anniversary of Grantee's Termination of Service and (B) the Scheduled Expiration Date, and, if not exercised prior to such earlier date, shall terminate upon such earlier date. • Notwithstanding the foregoing, if Grantee has a Termination of Service prior to the Scheduled Expiration Date due to Change in Control, then all Options held by Grantee shall remain exercisable until the first to occur of (A) the third anniversary of Grantee's Termination of Service and (B) the Scheduled Expiration Date, and, if not exercised prior to such earlier date, shall terminate upon such earlier date. For the purposes of this clause, a Termination of Service is considered "due to" a Change of Control if it occurs upon or within 12 months following a Change in Control.
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<p>Exercise of Options:</p>	<p>Vested and exercisable Options may be exercised, in whole or in part, by notifying the Company's stock plan administrator (which notice may be electronic or telephonic) (the "<u>Exercise Notice</u>") no later than the close of business on the trading date on which Grantee expects to exercise the Options (the "<u>Exercise Date</u>"), specifying the number of Options being exercised (the "<u>Exercise Shares</u>"), the Exercise Date and the time of exercise or through such other procedure as may be established by the Committee from time to time.</p> <p>Unless otherwise specified by Grantee in the Exercise Notice, the Option shall be "net settled," such that, upon exercise of the Options, the Grantee shall be entitled to receive a number of Shares (the "<u>Net Shares</u>") equal to the Spread, if any, determined at the time of exercise. The "<u>Spread</u>" is equal to the quotient obtained by dividing x by y, where:</p> <p style="padding-left: 40px;">x = the number of Exercise Shares multiplied by the excess, if any, of (A) the last reported trading price for a Share on the New York Stock Exchange immediately prior to the time of exercise on the Exercise Date (the "<u>Share Value</u>") over (B) the Exercise Price, and</p> <p style="padding-left: 40px;">y = the Share Value.</p> <p>No fractional Share shall be issued to make any payment with respect to the Options; if any fractional Share would be issuable, the number of Net Shares payable to Grantee shall be rounded down to the next whole number of Shares (no payment of cash, Shares or other consideration shall be made with respect to any fractional share).</p> <p>In the alternative, if specified by Grantee in the Exercise Notice and permitted pursuant to the policies adopted by the Committee from time to time as in effect on the Exercise Date, payment of the Exercise Price for the Exercise Shares may be made by the Grantee (i) by payment to the Company of cash or other readily available funds (as determined by the Company) prior to the time of exercise or (ii) by means of consideration delivered under any broker-assisted cashless exercise procedure approved by the Committee from time to time, including authorizing a broker acceptable to the Company to sell a sufficient number of Shares owed by Grantee (including Exercise Shares) and timely remit to the Company a sufficient portion of the sale proceeds to pay the Exercise Price.</p>
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	<p>The Company may require Grantee to furnish or execute any other documents that the Company reasonably deems necessary (i) to evidence the exercise, (ii) to determine whether registration is then required under the U.S. Securities Act of 1933, as amended (the "<u>Securities Act</u>"), and (iii) to comply with or satisfy the requirements of the Securities Act, applicable state or non-U.S. securities laws or any other law.</p>
<p>Delivery:</p>	<p>As soon as reasonably practicable following the Company's determination that the Options have been validly exercised, the Company will issue the relevant number of Shares to be allocated to Grantee, subject to satisfaction of applicable tax withholding in accordance with Section 12(d)(i) of the Plan; provided, however, that the Fair Market Value for each Share withheld to cover taxes (if applicable) shall be the Share Value (as defined above).</p>
<p>Non-Competition, Non-Solicitation and Confidentiality:</p>	<p><u>Non-Competition and Non-Solicitation.</u> During Grantee's employment and for a period of one year thereafter:</p> <p>(1) Grantee shall not directly or indirectly call upon, contact or solicit any customer or prospective customer of the Company or its Subsidiaries (A) with whom Grantee dealt directly or indirectly or for which Grantee had responsibility while employed by the Company or its Subsidiaries, or (B) about whom Grantee acquired confidential information during Grantee's employment with the Company or its Subsidiaries, for the purpose of offering, selling or providing products or services that are competitive with those offered by the Company or its Subsidiaries. Grantee shall not solicit or divert, or attempt to solicit or divert, either directly or indirectly, any opportunity or business of the Company or its Subsidiaries to any competitor.</p> <p>(2) Grantee shall not, to the detriment of the Company or its Subsidiaries, directly or indirectly, as an owner, partner, employee, agent, consultant, advisor, servant or contractor, engage in or facilitate or support others to engage in any Competing Business Line, or otherwise engage in Competing Services. This provision shall not prevent Grantee from owning less than 1% of the outstanding shares of a publicly-traded entity or less than 3% of a private equity fund. For purposes of this provision, (A) "<u>Competing Business Line</u>" means any business that is in competition with any business engaged in by the Company or its Subsidiaries with respect to which Grantee provides services, or about which Grantee received Confidential Information (as defined below) and (B) Grantee will be deemed to be providing "<u>Competing Services</u>" if the nature of such services are sufficiently similar in position scope and geographic scope to any position held by Grantee during employment with the Company or its Subsidiaries, such that engaging in</p>

such services on behalf of a Competing Business Line would threaten the Company's or its Subsidiaries' legitimate business interests.

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

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

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

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

Notwithstanding any provision to the contrary, the non-compete, non-solicitation and confidentiality covenants of this section shall be in addition

	to, and shall not be deemed to supersede, any existing covenants or other agreements between Grantee and the Company or any of its Subsidiaries.
Country-Specific Terms:	Country-specific terms that apply to individuals in those countries may be set forth in an addendum to the Award Agreement.
Other Terms:	All other terms are as set forth in the Plan, which is incorporated herein by reference. In the event that a provision of the Award Agreement conflicts with the Plan, the terms of the Plan will control. By accepting this Award Agreement, Grantee agrees to be subject to the terms and conditions of the Plan.

**WESCO INTERNATIONAL, INC.
2021 OMNIBUS INCENTIVE PLAN
PERFORMANCE SHARE UNIT AWARD AGREEMENT**

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

Grantee:	[NAME]
Grant Date:	[DATE]
Number of Performance Share Units:	[NUMBER] The percentage of PSUs that will actually vest will range from 0% to 200% and be determined based on the achievement of the Performance Metrics below.
Performance Period:	January 1, 20__ to December 31, 20__
Vesting Date:	The date on which the Compensation Committee of the Company's Board of Directors certifies the level of achievement of the applicable performance goals, which date shall occur between January 1 and March 1 of the calendar year immediately following the completion of the Performance Period.
Vesting:	<p>The PSUs will only vest if Grantee does not experience a Termination of Service prior to the Vesting Date and only to the extent that the Performance Metrics are achieved, and any unvested PSUs will be forfeited upon Termination of Service.</p> <p>Notwithstanding the foregoing or any provision in the Plan:</p> <p>(1) In the event of Termination of Service due to (i) Grantee's Retirement after attaining a minimum age of 65, (ii) Grantee's Retirement after attaining a minimum age of 60 and a minimum of five years of service with the Company or its Subsidiaries, (iii) Grantee's Disability, or (iv) Grantee's Death, the PSUs will remain outstanding and vest on a pro rata basis on the Vesting Date as if there had not been a Termination of Service, based on actual performance to the extent that the Performance Metrics are achieved. In such case, the pro rata basis will be determined by multiplying (i) the number of PSUs, by (ii) a fraction, the numerator of which is the number of whole months from the beginning of the Performance Period through Grantee's Termination of Service, and the denominator of which is thirty-six (36) months.</p> <p>(2) Upon a Change in Control that occurs during the Performance Period, the PSUs will immediately vest as of the date of such Change in Control at the higher of (i) the target level or (ii) actual performance but assuming that the Performance Period ended on the latest practicable date on or prior to the date of such Change in Control.</p>

Performance Metrics:

The percentage of PSUs that will be earned at the end of the Performance Period (or, if earlier, through the date of a Change in Control) will be determined in accordance with the table below, and measured separately for each Performance Metric, which will be weighted 50% for growth in Return on Net Assets (“RONA”) and 50% for the three-year average growth rate of the Company’s net income (“Net Income Growth”). The percentage of PSUs that will be earned for performance between Threshold and Target and between Target and Maximum will be determined on a straight-line basis.

Performance Level	Percentage of PSUs Earned	Performance Metric	
		Growth in RONA (3-year cumulative RONA versus the base year)	Net Income Growth (3-year average growth rate)
Maximum	200%	___ basis points	___%
Target	100%	___ basis points	___%
Threshold	50%	___ basis points	___%

If the actual performance is below the Threshold level for a Performance Metric, the Grantee will earn no Performance Shares for that Performance Metric.

Growth in RONA means the three-year cumulative return on net assets growth versus the base year calculated as follows:

RONA measured as of 12/31/___ – RONA measured as of 12/31/___ = three-year cumulative RONA growth

where

RONA measured as of 12/31/___ = $20 \text{ ___ Net income} / [(20 \text{ ___ Accounts Receivable} + 20 \text{ ___ Inventory} - 20 \text{ ___ Accounts Payable}) + 20 \text{ ___ Net Property Plant and Equipment}]$

where

20 ___ Net Income means Net income attributable to common stockholders for the year ended 12/31/___

20 ___ Accounts Receivable means the average of Trade accounts receivable, net of allowance for expected credit losses, measured as of the five quarter ending balance sheet dates 12/31/___, 9/30/___, 6/30/___, 3/31/___ and 12/31/___

20 ___ Inventory means the average of Inventories measured as of the five quarter ending balance sheet dates 12/31/___, 9/30/___, 6/30/___, 3/31/___ and 12/31/___

20 ___ Accounts Payable means the average of Accounts payable measured as of the five quarter ending balance sheet dates 12/31/___, 9/30/___, 6/30/___, 3/31/___ and 12/31/___

20__ Net PP&E means the average of Property, buildings and equipment, net, measured as of the five quarter ending balance sheet dates 12/31/__, 9/30/__, 6/30/__, 3/31/__ and 12/31/__

and

RONA measured as of 12/31/__ = $20_ \text{Net income} / [(20_ \text{Accounts Receivable} + 20_ \text{Inventory} - 20_ \text{Accounts Payable}) + 20_ \text{Net Property, Plant and Equipment}]$

where

20__ Net Income means Net Income attributable to common stockholders for the year ended 12/31/__

20__ Accounts Receivable means the average of Trade accounts receivable, net of allowance for expected credit losses, measured as of the five quarter ending balance sheet dates 12/31/__, 9/30/__, 6/30/__, 3/31/__ and 12/31/__

20__ Inventory means the average of Inventories measured as of the five quarter ending balance sheet dates 12/31/__, 9/30/__, 6/30/__, 3/31/__ and 12/31/__

20__ Accounts Payable means the average of Accounts payable measured as of the five quarter ending balance sheet dates 12/31/__, 9/30/__, 6/30/__, 3/31/__ and 12/31/__

20__ Net PP&E means the average of Property, buildings and equipment, net, measured as of the five quarter ending balance sheet dates 12/31/__, 9/30/__, 6/30/__, 3/31/__ and 12/31/__

Amounts are as reported in the Company's financial statements in accordance with generally accepted accounting principles or any other financial reporting framework under which the Company is required to report its financial statements (subject to possible exclusions or adjustments as described below).

"Net Income Growth" means the three-year average growth rate of the Company's net income (i.e. net income attributable to common stockholders), as reported in the Company's financial statements in accordance with generally accepted accounting principles or any other financial reporting framework under which the Company is required to report its financial statements (subject to possible exclusions or adjustments as described below). The calculation of the three-year average Net Income Growth rate is as follows:

$[(20_ \text{Net Income} - 20_ \text{Net Income}) / 20_ \text{Net Income}] \times 100 = \text{Year 1 Growth Rate } \%$

$[(20_ \text{Net Income} - 20_ \text{Net Income}) / 20_ \text{Net Income}] \times 100 = \text{Year 2 Growth Rate } \%$

$[(20_ \text{Net Income} - 20_ \text{Net Income}) / 20_ \text{Net Income}] \times 100 = \text{Year 3 Growth Rate } \%$

$[\text{Year 1 Growth Rate } \% + \text{Year 2 Growth Rate } \% + \text{Year 3 Growth Rate } \%] / 3 = \text{three-year average Net Income Growth rate}$

	<p>In calculating growth in RONA and Net Income Growth, the Committee may exclude or adjust for certain items that are not indicative of ongoing results or are otherwise appropriate for comparability purposes. The exclusion or adjustment for certain items may result in the calculation of RONA and Net Income Growth that differs from reported results in accordance with generally accepted accounting principles. Examples of items that may be excluded from or adjusted in calculating growth in RONA and Net Income Growth include, but are not limited to: "strategic" items (investments, charges or credits related to the high-level strategic direction of the Company, such as restructurings, acquisitions, divestitures, integration or transformation activities and costs, the purchase or sale of equities, and the issuance or payment of debt); "regulatory" items (charges or credits due to changes in tax or accounting rules); "external" items (charges or credits due to external events such as natural disasters); and "other" significant unusual, nonrecurring or discrete items (such as charges or credits due to litigation or legal settlements, the disposal of assets or asset impairment, other adjustments).</p>
<p>Delivery:</p>	<p>Vested PSUs will be settled by delivery of Shares as soon as practicable after the earlier to occur of: (1) the Vesting Date; or (2) a Change in Control. PSUs shall be subject to tax withholding in accordance with Section 12(d)(1) of the Plan. In no event will settlement occur later than March 15 of the calendar year immediately following the completion of the Performance Period.</p>
<p>Non-Competition, Non-Solicitation and Confidentiality:</p>	<p><u>Non-Competition and Non-Solicitation.</u> During Grantee's employment and for a period of one year thereafter:</p> <p>(1) Grantee shall not directly or indirectly call upon, contact or solicit any customer or prospective customer of the Company or its Subsidiaries (A) with whom Grantee dealt directly or indirectly or for which Grantee had responsibility while employed by the Company or its Subsidiaries, or (B) about whom Grantee acquired confidential information during Grantee's employment with the Company or its Subsidiaries, for the purpose of offering, selling or providing products or services that are competitive with those offered by the Company or its Subsidiaries. Grantee shall not solicit or divert, or attempt to solicit or divert, either directly or indirectly, any opportunity or business of the Company or its Subsidiaries to any competitor.</p> <p>(2) Grantee shall not, to the detriment of the Company or its Subsidiaries, directly or indirectly, as an owner, partner, employee, agent, consultant, advisor, servant or contractor, engage in or facilitate or support others to engage in any Competing Business Line, or otherwise engage in Competing Services. This provision shall not prevent Grantee from owning less than 1% of the outstanding shares of a publicly-traded entity or less than 3% of a private equity fund. For purposes of this provision, (A) "<u>Competing Business Line</u>" means any business that is in competition with any business engaged in by the Company or its Subsidiaries with respect to which Grantee provides services, or about which Grantee received Confidential Information (as defined below) and (B) Grantee will be deemed to be providing "<u>Competing Services</u>" if the nature of such services are sufficiently similar in position scope and geographic scope to any position held by Grantee during</p>

	<p>employment with the Company or its Subsidiaries, such that engaging in such services on behalf of a Competing Business Line would threaten the Company's or its Subsidiaries' legitimate business interests.</p> <p>(3) Grantee shall not, directly or indirectly, solicit the employment of or hire as an employee or consultant or agent (A) any employee of the Company or its Subsidiaries or (B) any former employee of the Company or its Subsidiaries whose employment ceased within 180 days prior to the date of such solicitation or hiring.</p> <p><u>Confidentiality.</u> "Confidential Information" means information regarding the business or operations of the Company or its Subsidiaries, both oral and written, including, but not limited to, documents and the Company or Subsidiary information contained in such documents; drawings; designs; plans; specifications; instructions; data; manuals; electronic media such as computer files, computer programs, and data stored electronically; security code numbers; financial, marketing and strategic information; product pricing and customer information, that the Company or its Subsidiaries disclose to Grantee or Grantee otherwise learns or ascertains in any manner as a result of, or in relation to, Grantee's employment by the Company or its Subsidiaries. Other than as required by applicable law, Grantee agrees: (1) to use Confidential Information only for the purposes required or appropriate for Grantee's employment with the Company or its Subsidiaries; (2) not to disclose to anyone Confidential Information without the Company's prior written approval; and (3) not to allow anyone's use or access to Confidential Information, other than as required or appropriate for Grantee's employment with the Company or its Subsidiaries. The foregoing shall not apply to information that is in the public domain, provided that Grantee was not responsible, directly or indirectly, for such information entering into public domain without the Company's approval. Grantee agrees to return to the Company all Confidential Information in Grantee's possession upon termination of Grantee's employment or at any time requested by the Company.</p> <p>The foregoing provisions shall survive and remain in full force and effect regardless of any expiration, termination or cancellation of this Award Agreement.</p> <p>If any provision of this section shall be invalid or unenforceable to any extent, the remaining provisions shall not be affected, and each remaining provision shall be enforceable to the fullest extent permitted by law. If any provision is so broad as to be unenforceable, then such provision shall be interpreted to be only as broad as is enforceable.</p> <p>Notwithstanding any provision to the contrary, the non-compete, non-solicitation and confidentiality covenants of this section shall be in addition to, and shall not be deemed to supersede, any existing covenants or other agreements between Grantee and the Company or any of its Subsidiaries.</p>
Country-Specific Terms:	Country-specific terms that apply to individuals in those countries may be set forth in an addendum to the Award Agreement.
Other Terms:	All other terms are as set forth in the Plan, which is incorporated herein by reference. In the event that a provision of the Award Agreement conflicts with the Plan, the terms of the Plan will control. By accepting this Award Agreement, Grantee agrees to be subject to the terms and conditions of the Plan.