

**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, DC 20549**

**FORM S-8
REGISTRATION STATEMENT UNDER THE SECURITIES ACT OF 1933**

HP Inc.

(Exact name of registrant as specified in its charter)

Delaware

(State or Other Jurisdiction of Incorporation or Organization)

94-1081436

(I.R.S. Employer Identification No.)

HP Inc.

**1501 Page Mill Road
Palo Alto, CA 94304**

(Address of Principal Executive Offices, Zip Code)

**Third Amended and Restated HP Inc. 2004 Stock Incentive Plan
Plantronics, Inc. 2003 Stock Plan**

(Full title of the plan)

Rick Hansen

Deputy General Counsel, Corporate, and Corporate Secretary

**1501 Page Mill Road
Palo Alto, CA 94304
(650) 857-1501**

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

Copy to:

Shirley Lo
HP Inc.
1501 Page Mill Road
Palo Alto, CA 94304
(650) 857-1501

Sean Feller
Gibson, Dunn & Crutcher LLP
2029 Century Park East, Suite 4000
Los Angeles, CA 90067-3026
(310) 552-8500

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.

| | | | |
|-------------------------|-------------------------------------|---------------------------|--------------------------|
| Large accelerated filer | <input checked="" type="checkbox"/> | Accelerated filer | <input type="checkbox"/> |
| Non-accelerated filer | <input type="checkbox"/> | 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.

EXPLANATORY NOTE

This Registration Statement on Form S-8 (this “Registration Statement”) is filed by HP Inc. (“HP” or the “Registrant”) and relates to 30,000,000 shares of Common Stock, par value \$0.01 per share (“Common Stock”), issuable under the Third Amended and Restated HP Inc. 2004 Stock Incentive Plan (the “Plan”), which shares of Common Stock are in addition to (i) the 180,000,000 shares of Common Stock registered on the Registrant’s Form S-8 filed on April 7, 2004 (File No. 333-114253) with respect to the Hewlett-Packard Company 2004 Stock Incentive Plan, (ii) the 65,000,000 shares of Common Stock registered on the Registrant’s Form S-8 filed on April 23, 2010 (File No. 333-168261) with respect to the Amended and Restated Hewlett-Packard Company 2004 Stock Incentive Plan and (iii) the 172,500,000 shares of Common Stock registered on the Registrant’s Form S-8 filed on April 24, 2013 (File No. 333-188108) with respect to the Second Amended and Restated Hewlett-Packard Company 2004 Stock Incentive Plan.

Pursuant to a series of transactions contemplated by that certain Agreement and Plan of Merger, dated as of March 25, 2022 (the “Merger Agreement”), by and among the Registrant, Prism Subsidiary Corp., and Plantronics, Inc. (“Poly”), Poly became a wholly owned subsidiary of the Registrant on August 29, 2022 (the “Transaction”). In connection with the Transaction, the Registrant assumed the Plantronics, Inc. 2003 Stock Plan, as previously amended and restated and as most recently amended by the first amendment thereto (the “Poly Plan”). In addition, pursuant to the Merger Agreement, and at the effective time of the Transaction, certain restricted stock units in respect of shares of common stock of Poly that were granted under the Poly Plan and were outstanding as of immediately prior to the effective time of the Transaction were assumed by the Registrant and converted into restricted stock unit awards in respect of shares of Common Stock (the “Assumed Awards”). This Registration Statement registers an additional 1,621,013 shares of Common Stock that may be issued pursuant to such Assumed Awards, as well as 1,342,234 shares of Common Stock that remain available for future issuance under the Poly Plan.

PART I INFORMATION REQUIRED IN THE SECTION 10(a) PROSPECTUS

The information specified in Items 1 and 2 of Part I of Form S-8 is omitted from this Registration Statement in accordance with the provisions of Rule 428 under the Securities Act of 1933, as amended (the “Securities Act”) and the introductory note to Part I of Form S-8. The documents containing the information specified in this Part I will be delivered to the participants in the Plan covered by this Registration Statement as required by Rule 428(b)(1) under the Securities Act. Such documents are not required to be, and are not, filed with the Securities and Exchange Commission (the “Commission”) either as part of this Registration Statement or as a prospectus or prospectus supplement pursuant to Rule 424 under the Securities Act.

PART II INFORMATION REQUIRED IN THE REGISTRATION STATEMENT

Item 3. Incorporation of Documents by Reference.

The following documents, which have heretofore been filed by Registrant with the Commission pursuant to the Securities Act and pursuant to the Securities Exchange Act of 1934, as amended (the “Exchange Act”), are incorporated by reference herein and shall be deemed to be a part hereof:

- (a) the Registrant’s Annual Report on Form 10-K for the fiscal year that ended on October 31, 2021, filed with the Commission on [December 9, 2021](#);
 - (b) the Registrant’s Quarterly Reports on Form 10-Q for the fiscal quarters that ended on January 31, 2022 and April 30, 2022 filed with the Commission on [March 7, 2022](#) and [June 3, 2022](#), respectively;
 - (c) the Registrant’s Current Reports on Form 8-K filed with the Commission on [November 17, 2021](#), [January 13, 2022](#), [February 18, 2022](#), [March 28, 2022](#), [March 31, 2022](#), [April 13, 2022](#), [April 22, 2022](#), [June 8, 2022](#), [June 21, 2022](#), [July 19, 2022](#), [August 26, 2022](#), and [August 29, 2022](#); and
 - (d) the Description of the Registrant’s Common Stock contained in the Registrant’s Registration Statement on Form 8-A/A filed with the Commission on [June 23, 2006 \(Commission File No. 001-04423\)](#), as updated by [Exhibit 4\(j\)](#) to the Registrant’s Annual Report on Form 10-K for the fiscal year ended October 31, 2019, filed on December 12, 2019, together with any amendment or report filed for the purpose of updating such description.
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In addition, all documents subsequently filed by the Registrant with the Commission pursuant to Sections 13(a), 13(c), 14 and 15(d) of the Exchange Act, prior to the filing of a post-effective amendment to this Registration Statement which indicates that all securities offered hereby have been sold or which deregisters all securities remaining unsold, shall be deemed to be incorporated by reference in this Registration Statement and to be a part hereof from the date of filing of such documents. Notwithstanding the foregoing, unless specifically stated to the contrary, none of the information that the Registrant discloses under Items 2.02 or 7.01 of any Current Report on Form 8-K that it may from time to time furnish to the Commission will be incorporated by reference into, or otherwise included in, this Registration Statement.

Any statement, including financial statements, contained in a document incorporated or deemed to be incorporated by reference herein shall be deemed to be modified or superseded for purposes of this Registration Statement to the extent that a statement contained herein or therein or in any other subsequently filed document which also is or is deemed to be incorporated by reference herein 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. Interests of Named Experts and Counsel.

Not applicable.

Item 6. Indemnification of Directors and Officers.

Section 145 of the General Corporation Law of the State of Delaware authorizes a court to award or a corporation's board of directors to grant indemnification to directors and officers in terms that are sufficiently broad to permit indemnification under certain circumstances for liabilities (including reimbursement for expenses incurred) arising under the Securities Act.

HP's certificate of incorporation contains a provision eliminating the personal liability of HP's directors to HP or its stockholders for breach of fiduciary duty as a director to the fullest extent permitted by applicable law.

HP's bylaws provide for the indemnification of HP's directors and officers to the maximum extent permitted by Delaware law. HP's bylaws also provide:

(i) that HP is authorized to enter into individual indemnification contracts with HP's directors and officers to the fullest extent not prohibited by Delaware law, and

(ii) that HP shall not be required to indemnify any director or officer if (a) the director or officer has not met the standard of conduct which makes indemnification permissible under Delaware law, or (b) the proceeding for which indemnification is sought was initiated by such director or officer and such proceeding was not authorized by the board of directors.

HP maintains liability insurance for HP's directors and officers. HP has also agreed to indemnify certain officers against certain claims by their former employers as a result of their employment by HP.

In addition, HP's bylaws give HP the power to indemnify HP's employees and agents to the fullest extent permitted by Delaware law.

Item 7. Exemption from Registration Claimed.

Not applicable.

Item 8. Exhibits.

Exhibit No. Exhibit Description

- 4.1 [Registrant's Certificate of Incorporation \(incorporated by reference to Exhibit 3\(a\) of Registrant's Form 10-Q filed on June 12, 1998\); Registrant's Amendment to the Certificate of Incorporation \(incorporated by reference to Exhibit 3\(b\) of Registrant's Form 10-Q filed on March 16, 2001\); Registrant's Certificate of Amendment to the Certificate of Incorporation \(incorporated by reference to Exhibit 3.2 of Registrant's Form 8-K filed on October 22, 2015\); Registrant's Certificate of Amendment to the Certificate of Incorporation \(incorporated by reference to Exhibit 3.1 of Registrant's Form 8-K filed on April 7, 2016\).](#)
- 4.2 [Registrant's Amended and Restated Bylaws effective February 7, 2019 \(incorporated by reference to Exhibit 3.1 of Registrant's Form 8-K filed on February 13, 2019\).](#)
- 4.3 [Third Amended and Restated HP Inc. 2004 Stock Incentive Plan \(incorporated by reference to Exhibit 10.1 of Registrant's Form 8-K filed on April 22, 2022\).](#)
- 4.4* [Plantronics, Inc. 2003 Stock Plan, as amended and restated.](#)
- 4.5* [Amendment Number One to the Plantronics, Inc. 2003 Stock Plan, as amended and restated.](#)
- 5.1* [Opinion of Gibson, Dunn & Crutcher LLP.](#)
- 23.1* [Consent of Gibson, Dunn & Crutcher LLP \(included in Exhibit 5.1\).](#)
- 23.2* [Consent of Ernst & Young LLP.](#)
- 24.1* [Power of Attorney \(included on signature page hereto\).](#)
- 107.1* [Filing Fee Table.](#)

*Filed herewith.

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 a 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 Section 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 Section 15(d) of the Exchange Act (and, where applicable, 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 Park City, State of Utah, on this 29th day of August, 2022.

HP Inc.

By: /s/ Rick Hansen

Name: Rick Hansen

Title: Deputy General Counsel, Corporate, and Corporate Secretary

POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS, that each person whose signature appears below constitutes and appoints Enrique Lores, Marie Myers and Rick Hansen, and each of them, his or her true and lawful attorney-in-fact and agent, with full power of substitution and resubstitution, for him or her and in his or her name, place and stead, in any and all capacities, to sign any and all amendments, including post-effective amendments, to this Registration Statement, and any registration statement relating to the offering covered by this Registration Statement and filed pursuant to Rule 462(b) under the Securities Act of 1933, and to file the same, with exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, granting unto said attorneys-in-fact and agents, and each of them, full power and authority to do and perform each and every act and thing requisite and necessary to be done, as fully to all intents and purposes as he or she might or could do in person, hereby ratifying and confirming all that each of said attorneys-in-fact and agents or their substitute or substitutes 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.

| <u>Signature</u> | <u>Title</u> | <u>Date</u> |
|---|---|-----------------|
| <u>/s/ Enrique Lores</u> Enrique Lores | President and Chief Executive Officer and Director (Principal Executive Officer) | August 29, 2022 |
| <u>/s/ Marie Myers</u> Marie Myers | Chief Financial Officer (Principal Financial Officer) | August 29, 2022 |
| <u>/s/ Jonathan P. Faust</u> Jonathan P. Faust | Global Controller (Principal Accounting Officer) | August 29, 2022 |
| <u>/s/ Aida Alvarez</u> Aida Alvarez | Director | August 29, 2022 |
| <u>/s/ Shumeet Banerji</u> Shumeet Banerji | Director | August 29, 2022 |
| <u>/s/ Robert R. Bennett</u> Robert R. Bennett | Director | August 29, 2022 |

| | | |
|---|----------|-----------------|
| <u>/s/ Charles V. Bergh</u> Charles V. Bergh | Director | August 29, 2022 |
| <u>/s/ Bruce Broussard</u> Bruce Broussard | Director | August 29, 2022 |
| <u>/s/ Stacy Brown-Philpot</u> Stacy Brown-Philpot | Director | August 29, 2022 |
| <u>/s/ Stephanie Burns</u> Stephanie Burns | Director | August 29, 2022 |
| <u>/s/ Mary Anne Citrino</u> Mary Anne Citrino | Director | August 29, 2022 |
| <u>/s/ Richard L. Clemmer</u> Richard L. Clemmer | Director | August 29, 2022 |
| <u>/s/ Judith Miscik</u> Judith Miscik | Director | August 29, 2022 |
| <u>/s/ Kim K.W. Rucker</u> Kim K.W. Rucker | Director | August 29, 2022 |
| <u>/s/ Subra Suresh</u> Subra Suresh | Director | August 29, 2022 |

PLANTRONICS, INC.
2003 STOCK PLAN

Amended and restated effective June 4, 2021, approved by stockholders on July 26, 2021

SECTION 1 PURPOSES AND DEFINITIONS

1.1 Purposes of the Plan. The purposes of this 2003 Stock Plan are:

- (A) to attract and retain the best available personnel for positions of substantial responsibility,
- (B) to provide additional incentive to Employees, Directors and Consultants, and
- (C) to promote the success of the Company's business.

1.2 The Plan permits the Administrator to grant Options, Restricted Stock Awards, and Restricted Stock Units.

1.3 Definitions. As used herein, the following definitions shall apply:

- (A) "Administrator" means the Board or any Committees as shall be administering the Plan, in accordance with Section 2.2.
 - (B) "Applicable Laws" means the requirements relating to the administration of equity based awards under U.S. state corporate laws, U.S. federal and state securities laws, the Code, any stock exchange or quotation system on which the Common Stock is listed or quoted and the applicable laws of any foreign country or jurisdiction where Awards are, or will be, granted under the Plan.
 - (C) "Award" means, individually or collectively, a grant under the Plan of Options, Restricted Stock Awards, and Restricted Stock Units.
 - (D) "Award Agreement" means the written or electronic agreement setting forth the terms and provisions applicable to each Award granted under the Plan, for purposes of clarification, and shall include an Option Agreement, a Restricted Stock Award Agreement, and Restricted Stock Unit Agreement, as applicable. The Award Agreement is subject to the terms and conditions of the Plan.
 - (E) "Board" means the Board of Directors of the Company.
 - (F) "Change in Control" means the occurrence of any of the following events:
 - (i) Any "person" (as such term is used in Sections 13(d) and 14(d) of the Exchange Act) becomes the "beneficial owner" (as defined in Rule 13d3 of the Exchange Act), directly or indirectly, of securities of the Company representing fifty percent (50%) or more of the total voting power represented by the Company's then outstanding voting securities; or
 - (ii) The consummation of the sale or disposition by the Company of all or substantially all of the Company's assets;
 - (iii) A change in the composition of the Board occurring within a two-year period, as a result of which fewer than a majority of the Directors are Incumbent Directors. "Incumbent Directors" means Directors who either (A) are Directors as of the effective date of the Plan, or (B) are elected, or nominated for election, to the Board with the affirmative votes of at least a majority of the Incumbent Directors at the time of such election or nomination (but will not include an individual whose election or nomination is in connection with an actual or threatened proxy contest relating to the election of Directors to the Company); or
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- (iv) The consummation of a merger or consolidation of the Company with any other corporation, other than a merger or consolidation which would result in the voting securities of the Company outstanding immediately prior thereto continuing to represent (either by remaining outstanding or by being converted into voting securities of the surviving entity or its parent) at least fifty percent (50%) of the total voting power represented by the voting securities of the Company or such surviving entity or its parent outstanding immediately after such merger or consolidation.
 - (G) “Code” means the Internal Revenue Code of 1986, as amended.
 - (H) “Committee” means a committee of individuals appointed by the Board in accordance with Section 2.2.
 - (I) “Common Stock” means the common stock of the Company.
 - (J) “Company” means Plantronics, Inc., a Delaware corporation.
 - (K) “Consultant” means any natural person, including an advisor, engaged, directly or indirectly, by the Company or a Parent or Subsidiary to render services to such entity.
 - (L) “Director” means a member of the Board.
 - (M) “Disability” means total and permanent disability as defined in Section 22(e)(3) of the Code.
 - (N) “Employee” means any person, including Officers and Directors, employed by the Company or any Parent or Subsidiary of the Company. Neither service as a Director nor payment of a Director’s fee by the Company shall be sufficient to constitute “employment” by the Company.
 - (O) “Exchange Act” means the Securities Exchange Act of 1934, as amended.
 - (P) “Fair Market Value” means, as of any date, the value of Common Stock determined as follows:
 - (i) If the Common Stock is listed on any established stock exchange or a national market system, including without limitation the New York Stock Exchange (NYSE), its Fair Market Value shall be the closing sales price a Share (or the closing bid, if no sales were reported) as quoted on such exchange or system for the day of determination, as reported in The Wall Street Journal or such other source as the Administrator deems reliable;
 - (ii) If the Common Stock is regularly quoted by a recognized securities dealer but selling prices are not reported, the Fair Market Value of a Share shall be the mean between the high bid and low asked prices for the Common Stock on the day of determination, as reported in The Wall Street Journal or such other source as the Administrator deems reliable; or
 - (iii) In the absence of an established market for the Common Stock, the Fair Market Value shall be determined in good faith by the Administrator
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- (Q) “Fiscal Year” means the fiscal year of the Company.
- (R) “Nonstatutory Stock Option” means an Option that by its terms does not qualify or is not intended to qualify as an "incentive stock option" under Section 422 of the Code.
- (S) “Notice of Grant” means a written or electronic notice evidencing certain terms and conditions of the grant of an individual Option, a Restricted Stock Award, and Restricted Stock Unit. The Notice of Grant is part of the agreement evidencing the terms and conditions of a specific grant.
- (T) “Officer” means a person who is an officer of the Company within the meaning of Section 16 of the Exchange Act and the rules and regulations promulgated thereunder.
- (U) “Option” means a stock option granted pursuant to the Plan, as evidenced by a Notice of Grant.
- (V) “Option Agreement” means a written or electronic agreement between the Company and a Participant evidencing the terms and conditions of an individual Option grant. The Option Agreement is subject to the terms and conditions of the Plan.
- (W) “Optioned Stock” means the Common Stock subject to an Award.
- (X) “Outside Director” means a Director who is not an Employee.
- (Y) “Parent” means a “parent corporation,” whether now or hereafter existing, as defined in Section 424(e) of the Code.
- (Z) “Participant” means the holder of an outstanding Award granted under the Plan.
- (AA) “Performance Period” means any Fiscal Year or such other longer or shorter period as determined by the Administrator in its sole discretion.
- (BB) “Period of Restriction” means the period during which the transfer of Shares of Restricted Stock are subject to restrictions and therefore, the Shares are subject to a substantial risk of forfeiture. Such restrictions may be based on the passage of time, the achievement of target levels of performance, or the occurrence of other events as determined by the Administrator.
- (CC) “Plan” means this 2003 Stock Plan, as amended and restated.
- (DD) “Restricted Stock” means shares of Common Stock acquired pursuant to a grant of Restricted Stock Award or the early exercise of an Option.
- (EE) “Restricted Stock Award” means a grant of Restricted Stock pursuant to the Plan, as evidenced by a Notice of Grant.
- (FF) “Restricted Stock Award Agreement” means a written or electronic agreement between the Company and a Participant evidencing the terms and restrictions applying to stock granted under a Restricted Stock Award. The Restricted Stock Award Agreement is subject to the terms and conditions of the Plan.
- (GG) “Restricted Stock Unit” means an Award granted to a Participant pursuant to Section 6.
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- (HH) “Restricted Stock Unit Agreement” means a written or electronic agreement between the Company and a Participant evidencing the terms and restrictions applying to a Restricted Stock Unit Award. The Restricted Stock Unit Agreement is subject to the terms and conditions of the Plan.
- (II) “Retirement” unless otherwise defined in the Award Agreement or in a written employment, services or other agreement between the Participant and the Company or any Parent or Subsidiary of the Company, will have such meaning as the Administrator may determine, or, if not so defined, will mean termination of Participant’s status as a Service Provider after he or she reaches age 55 and has completed at least ten (10) years of employment or service with the Company or any Parent or Subsidiary of the Company; provided, however, that with respect to Outside Directors “Retirement” will mean termination of an Outside Director’s status as a Director when (i) the Outside Director’s age is 55 or over and he or she has continuously been a Director for at least seven (7) years on the date of such termination or (ii) the Outside Director has continuously been a Director for at least ten (10) years from the date of such termination.
- (JJ) “Rule 16b-3” means Rule 16b-3 of the Exchange Act or any successor to Rule 16b-3, as in effect when discretion is being exercised with respect to the Plan.
- (KK) “Section 16(b)” means Section 16(b) of the Exchange Act.
- (LL) “Securities Act” means the Securities Act of 1933, as amended.
- (MM) “Service Provider” means an Employee, Director or Consultant.
- (NN) “Share” means a share of the Common Stock, as adjusted in accordance with Section 7.5.
- (OO) “Subsidiary” means a “subsidiary corporation”, whether now or hereafter existing, as defined in Section 424(f) of the Code.

SECTION 2 ADMINISTRATION

2.1 Stock Subject to the Plan.

- (A) Subject to the provisions of Section 7.5, the maximum aggregate number of Shares that may be optioned and sold under the Plan is 21,400,000 Shares. The Shares may be authorized, but unissued, or reacquired Common Stock.
- (B) Shares will not be deemed to have been issued pursuant to the Plan with respect to any portion of an Award that is settled in cash.
- (C) The following Shares shall not become or again be available for Award grants under the Plan: (i) Shares tendered or delivered to the Company or withheld by the Company to satisfy the applicable exercise price of an Option under the Plan or any prior plan or to satisfy any tax withholding obligation with respect to an Option under the Plan or any prior plan (including Shares retained by the Company from the Award being exercised and/or creating the tax obligation), and (b) Shares repurchased by the Company with the cash proceeds from the exercise of Options.
- (D) If an Award expires or becomes unexercisable without having been exercised in full, or with respect to Restricted Stock or Restricted Stock Units, is forfeited to or repurchased by the Company, the unpurchased Shares (or for Awards other than Options, the forfeited or repurchased Shares) which were subject thereto shall become available for future grant or sale under the Plan (unless the Plan has terminated); provided, however, that Shares that have actually been issued under the Plan, whether upon exercise or of an Award or issuance with respect thereto, shall not be returned to the Plan and shall not become available for future distribution under the Plan, except that if unvested Shares of Restricted Stock or Restricted Stock Units are repurchased by or forfeited to the Company, such Shares shall become available for future grant under the Plan.
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2.2 Administration of the Plan.

(A) Procedure.

- (i) Multiple Administrative Bodies. Different Committees with respect to different groups of Service Providers may administer the Plan.
- (ii) Rule 16b-3. To the extent desirable to qualify transactions hereunder as exempt under Rule 16b-3, the transactions contemplated hereunder shall be structured to satisfy the requirements for exemption under Rule 16b-3.
- (iii) Other Administration. Other than as provided above, the Plan shall be administered by (A) the Board or (B) a Committee, which committee shall be constituted to satisfy Applicable Laws.

(B) Powers of the Administrator. Subject to the provisions of the Plan, and in the case of a Committee, subject to the specific duties delegated by the Board to such Committee, the Administrator shall have the authority, in its discretion:

- (i) to determine the Fair Market Value;
 - (ii) to select the Service Providers to whom Awards may be granted under the Plan;
 - (iii) to determine the number of Shares to be covered by each Award granted under the Plan;
 - (iv) to approve forms of agreement for use under the Plan;
 - (v) to determine the terms and conditions of any Award in accordance with the provisions of the Plan; provided, however, that the Administrator will not permit any Participant to issue a promissory note in order to exercise or otherwise acquire Shares pursuant to an Award;
 - (vi) to construe and interpret the terms of the Plan and Awards granted pursuant to the Plan;
 - (vii) to prescribe, amend and rescind rules and regulations relating to the Plan, including rules and regulations relating to subplans established for the purpose of satisfying applicable foreign laws;
 - (viii) to modify or amend each Award (subject to Section 7.6(C)), including the discretionary authority to extend the post-termination exercisability period of Awards longer than is otherwise provided for in the Plan (but not beyond the maximum term permitted under Section 3.3); provided, however, that no such modification or amendment may invalidate this Plan as qualified under Applicable Laws;
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- (ix) to allow Participants to satisfy withholding tax obligations by electing to have the Company withhold from the Shares to be issued upon exercise of an Award that number of Shares having a fair market value equal to the minimum amount required to be withheld or such greater amount as the Administrator may determine if such amount would not have adverse accounting consequences, as the Administrator determines in its sole discretion. The fair market value of the Shares to be withheld shall be determined on the date that the amount of tax to be withheld is to be determined. All elections by the Participant to have Shares withheld for this purpose shall be made in such form and under such conditions as the Administrator may deem necessary or advisable;
 - (x) to authorize any person to (i) make decisions, determinations and interpretations on behalf of the Administrator to the extent allowed under Applicable Laws, and (ii) execute on behalf of the Company any instrument required to effect the grant of an Award previously granted by the Administrator; and
 - (xi) to make all other determinations deemed necessary or advisable for administering the Plan.
- (C) Effect of Administrator's Decision. The Administrator's decisions, determinations and interpretations, and those of any person authorized by the Administrator to make decisions, determinations and interpretations on behalf of the Administrator, shall be final and binding on all Participants and any other holders of Awards.

2.3 Eligibility. Awards may be granted to Service Providers subject to the terms and conditions of the Plan.

SECTION 3 STOCK OPTIONS

3.1 Limitations. An Option granted under the Plan may only qualify as a Nonstatutory Stock Option and shall be designated in an Award Agreement as such.

3.2 Term of Option. The term of each Option shall be seven (7) years from the date of grant or such shorter term as may be approved by the Administrator.

3.3 Option Exercise Price. The per Share exercise price of an Option shall be no less than 100% of the Fair Market Value per Share on the date of grant.

3.4 Minimum 12-Month Vesting and Exercise Dates. At the time an Option is granted, the Administrator shall fix the period within which the Option may be exercised and shall determine any conditions that must be satisfied before the Option may be exercised, an Options may not be exercisable until at least 12 months have passed following the date of the Option grant. Accordingly, for any Option which vests in installments, the first installment must be at least 12 months from the date of grant.

3.5 Form of Consideration. The Administrator shall determine the acceptable form of consideration for exercising an Option, including the method of payment. Such consideration may consist, subject to Applicable Laws, entirely of:

- (A) cash;
 - (B) check;
 - (C) other Shares, including reservation by the Company of Shares issuable to the Participant upon exercise of an Option, which have a Fair Market Value on the date of surrender or reservation equal to the aggregate exercise price of the Shares as to which such Option shall be exercised;
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- (D) consideration received by the Company under a cashless exercise program implemented by the Company in connection with the Plan;
- (E) a reduction in the amount of any Company liability to the Participant, including any liability attributable to the Participant's participation in any Company sponsored deferred compensation program or arrangement;
- (F) any combination of the foregoing methods of payment; or
- (G) such other consideration and method of payment for the issuance of Shares to the extent permitted by Applicable Laws; provided, however, that the issuance of a promissory note will not be a permissible form of consideration under the Plan.

3.6 Exercise of Option.

- (A) Procedure for Exercise; Rights as a Stockholder. Any Option granted hereunder shall be exercisable according to the terms of the Plan and at such times and under such conditions as determined by the Administrator and set forth in the Award Agreement. An Option may not be exercised for a fraction of a Share.
 - (i) An Option shall be deemed exercised when the Company receives: (x) written or electronic notice of exercise (in accordance with the Award Agreement) from the person entitled to exercise the Option, and (y) full payment for the Shares with respect to which the Option is exercised (together with applicable withholding taxes). Full payment may consist of any consideration and method of payment authorized by the Administrator and permitted by the Award Agreement and the Plan. Shares issued upon exercise of an Option shall be issued in the name of the Participant. Until the Shares are issued (as evidenced by the appropriate entry on the books of the Company or of a duly authorized transfer agent of the Company), no right to vote or receive dividends or any other rights as a stockholder shall exist with respect to the Optioned Stock, notwithstanding the exercise of the Option. The Company shall issue (or cause to be issued) such Shares promptly after the Option is exercised. No adjustment will be made for a dividend or other right for which the record date is prior to the date the Shares are issued, except as provided in Section 7.5.
 - (ii) Exercising an Option in any manner shall decrease the number of Shares thereafter available, both for purposes of the Plan and for sale under the Option, by the number of Shares as to which the Option is exercised.
 - (B) Termination of Relationship as a Service Provider. If a Participant ceases to be a Service Provider, other than upon the Participant's death, Disability or, in the case of Retirement, as set forth in Section 3.6(E) below, the Participant may exercise his or her Option within such period of time as is specified in the Award Agreement to the extent that the Option is vested on the date of termination (but in no event later than the expiration of the term of such Option as set forth in the Award Agreement). In the absence of a specified time in the Award Agreement, the Option shall remain exercisable for ninety (90) days following the Participant's termination. If, on the date of termination, the Participant is not vested as to his or her entire Option, the Shares covered by the unvested portion of the Option shall revert to the Plan. If, after termination, the Participant does not exercise his or her Option within the time specified by the Administrator, the Option shall terminate, and the Shares covered by such Option shall revert to the Plan.
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- (C) Disability of Participant. If a Participant ceases to be a Service Provider as a result of the Participant's Disability, the Participant may exercise his or her Option within such period of time as is specified in the Award Agreement (of at least six (6) months) to the extent the Option is vested on the date of termination (but in no event later than the expiration of the term of such Option as set forth in the Award Agreement). In the absence of a specified time in the Award Agreement, the Option shall remain exercisable for twelve (12) months following the Participant's termination. If, on the date of termination, the Participant is not vested as to his or her entire Option, the Shares covered by the unvested portion of the Option shall revert to the Plan. If, after termination, the Participant does not exercise his or her Option within the time specified herein, the Option shall terminate, and the Shares covered by such Option shall revert to the Plan.
- (D) Death of Participant. If a Participant dies while a Service Provider, the Option may be exercised following the Participant's death within such period of time as is specified in the Award Agreement to the extent that the Option is vested on the date of death (but in no event may the option be exercised later than the expiration of the term of such Option as set forth in the Award Agreement), by the Participant's designated beneficiary, provided such beneficiary has been designated prior to the Participant's death in a form acceptable to the Administrator. If no such beneficiary has been designated by the Participant, then such Option may be exercised by the personal representative of the Participant's estate or by the person(s) to whom the Option is transferred pursuant to the Participant's will or in accordance with the laws of descent and distribution. In the absence of a specified time in the Award Agreement, the Option shall remain exercisable for twelve (12) months following the Participant's death. If, at the time of death, a Participant is not vested as to his or her entire Option, the Shares covered by the unvested portion of the Option shall immediately revert to the Plan. If the Option is not so exercised within the time specified herein, the Option shall terminate, and the Shares covered by such Option shall revert to the Plan.
- (E) Retirement of Participant. If a Participant ceases to be a Service Provider as a result of his or her Retirement, the Participant may exercise his or her Option within such period of time as is specified in the Award Agreement, to the extent the Option is vested on the date of Retirement (but in no event later than the expiration of the term of such Option as set forth in the Option Agreement). In the absence of a specified time in the Award Agreement, the Option shall remain exercisable for twelve (12) months following the date of Participant's Retirement. If, on the date of Retirement, the Participant is not vested as to his or her entire Option, the Shares covered by the unvested portion of the Option shall revert to the Plan. If, after his or her Retirement, the Participant does not exercise his or her Option within the time specified herein, the Option shall terminate, and the Shares covered by such Option shall revert to the Plan.

SECTION 4 RESTRICTED STOCK AWARDS

- 4.1 Grant of Restricted Stock. Awards of Restricted Stock may be granted to Service Providers at any time and from time to time, as will be determined by the Administrator, in its sole discretion. Except as set forth in Section 7.8, the Administrator will have complete discretion in determining the number of Shares of Restricted Stock granted to each Participant.
- 4.2 Restricted Stock Agreement. Subject to Section 4.3, each Award of Restricted Stock will be evidenced by an Award Agreement that will specify the Period of Restriction, the number of Shares granted, and such other terms and conditions as the Administrator, in its sole discretion, will determine. The granting and/or vesting of Restricted Stock Awards may be made subject to the attainment of performance goals and may provide for a targeted level or levels of achievement. Unless the Administrator determines otherwise, the Company, as escrow agent, will hold Shares of Restricted Stock until the restrictions on such Shares have lapsed.
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- 4.3 Minimum 12-Month Vesting and Other Terms of Restricted Stock Awards. The Administrator determines the period during which an Award of Restricted Stock will vest, which must be at least 12 months from the date of grant. Additionally, if an Award of Restricted Stock is not subject to achievement of performance goals, then such Award generally will fully vest over at least three years from the grant date. For any Restricted Stock Award which vests in installments, the first installment must be at least 12 months from the date of grant. Subject to the foregoing 12-month minimum vesting period, the Administrator may determine the vesting schedule of a Restricted Stock Award in its sole discretion and the Administrator, in its discretion, may accelerate the time at which any restrictions will lapse or be removed in the event of a Change of Control.
- 4.4 Transferability. Except as provided in this Section 4 or the Award Agreement, Shares of Restricted Stock may not be sold, transferred, pledged, assigned, or otherwise alienated or hypothecated until the end of the applicable Period of Restriction.
- 4.5 Other Restrictions. The Administrator, in its sole discretion, may impose such other restrictions on Shares of Restricted Stock as it may deem advisable or appropriate.
- 4.6 Removal of Restrictions. Except as otherwise provided in this Section 4, Shares of Restricted Stock covered by each Award of Restricted Stock granted under the Plan will be released from escrow as soon as practicable after the last day of the Period of Restriction or at such other time as the Administrator may determine. The Administrator, in its discretion, may accelerate the time at which any restrictions will lapse or be removed.
- 4.7 Voting Rights. During the Period of Restriction, Service Providers holding Shares of Restricted Stock may exercise full voting rights with respect to those Shares, unless the Administrator determines otherwise.
- 4.8 Dividends, Dividend Equivalents and Other Distributions. During the Period of Restriction, all dividends and other distributions, if any, including dividend equivalents, will continue to accrue for all Service Providers holding Shares of Restricted Stock for the Period of Restriction that has not lapsed or been satisfied. Such dividend or other distribution, if any, including dividend equivalents, shall not be paid unless and until Shares are transferred to a Service Provider in settlement of Restricted Stock Award. If any such dividends or distributions are paid in Shares, the Shares will be subject to the same restrictions on transferability and forfeitability as the Shares of Restricted Stock with respect to which they were paid.
- 4.9 Cancellation of Restricted Stock Award. On the date set forth in the Restricted Stock Award Agreement, all unearned or unvested Restricted Stock shall be forfeited to the Company and again will become available for grant under the Plan as set forth in Section 2.1.

SECTION 5 RESTRICTED STOCK UNITS

- 5.1 Grant of Restricted Stock Units. Restricted Stock Units may be granted to Service Providers at any time and from time to time, as will be determined by the Administrator, in its sole discretion. Except as set forth in Section 7.8, the Administrator will have complete discretion in determining the number of Restricted Stock Units granted to each Participant.
- 5.2 Value of Restricted Stock Unit. Each Restricted Stock Unit will have an initial value that is established by the Administrator on or before the date of grant.
- 5.3 Minimum 12-Month Vesting. The minimum vesting period for Restricted Stock Units must be at least 12 months from the date of grant, provided that if an Restricted Stock Unit Award is not subject to the achievement of performance goals, then such Award generally will fully vest over at least three years from the grant date (except in France where local law requires a two year vesting period and a two-year holding period). For any Restricted Stock Unit which vests in installments, the first installment must be at least 12 months from the date of grant. Subject to the foregoing 12-month minimum vesting period, a Restricted Stock Unit may, in the discretion of the Administrator, vest over the Participant's period of service or upon attainment of specified performance objectives.
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- 5.4 Performance Objectives and Other Terms. The Administrator will set performance objectives (including, without limitation, continued service) in its discretion which, depending on the extent to which they are met, will determine the number of Shares issuable or value of Restricted Stock Units paid out to the Participants. The granting and/or vesting of Restricted Stock Units may be made subject to the attainment of performance goals and may provide for a targeted level or levels of achievement. Each Award of Restricted Stock Units will be evidenced by an Award Agreement that will specify the Performance Period, and such other terms and conditions as the Administrator, in its sole discretion, will determine.
- 5.5 Earning of Restricted Stock Units. After the applicable Performance Period has ended, the holder of Restricted Stock Units will be entitled to receive all or a portion of the Shares issuable or a cash amount payable in accordance with Section 5.6 below based on the number of Shares earned by the Participant over the Performance Period, to be determined as a function of the extent to which the corresponding performance objectives or other vesting provisions have been achieved. After the grant of a Restricted Stock Unit, the Administrator, in its sole discretion, may reduce or waive any performance objectives or other vesting provisions for such Restricted Stock Unit.
- 5.6 Form and Timing of Payment of Restricted Stock Units. Issuance of Shares and/or payment of cash earned pursuant to Restricted Stock Units will be made as soon as practicable after the expiration of the applicable Performance Period. The Administrator, in its sole discretion, may pay earned Restricted Stock Units in the form of cash, by the issuance of Shares (which have an aggregate Fair Market Value equal to the value of the earned Restricted Stock Units at the close of the applicable Performance Period) or in a combination thereof.
- 5.7 Cancellation of Restricted Stock Units. On the date set forth in the Award Agreement, all unearned or unvested Shares subject to Restricted Stock Units will be forfeited to the Company, and again will be available for grant under the Plan.
- 5.8 Dividends, Dividend Equivalents and Other Distributions. During the period of restriction, all dividends and other distributions, if any, including dividend equivalents, will continue to accrue for all service providers holding Restricted Stock Units for which the Period of Restriction has not lapsed or been satisfied. Such dividend or other distribution, if any, including a dividend equivalent, shall not be paid unless and until Shares are transferred to a Participant in settlement of the Restricted Stock Unit. If any such dividends or distribution are paid in Shares, the Shares will be subject to the same restrictions on transferability and forfeitability as the Restricted Stock Units with respect to which they were paid.

SECTION 6 (RESERVED)

SECTION 7 GENERAL PROVISIONS

- 7.1 Term of Plan. The Plan originally became effective on September 24, 2003, and was most recently amended and restated on June 4, 2021, subject to obtaining stockholder approval in accordance with Section 7.12. It shall continue in effect until terminated under Section 7.6.
- 7.2 Officer Participant Clawback Provision for Restatement. The Administrator has the right to recoup from any Officer performance-based Awards granted under the Plan in the case of a material financial restatement of results for prior years. It is not the Company's policy to automatically require such recoupment in the case of a restatement of results (except for select Officer participants as may be required under various laws and regulations). However, the Administrator will evaluate the facts and circumstances of each case and may require recoupment from the Officer who received undue awards based on a material and intentional or negligent misrepresentation of financial results.
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- 7.3 Transferability of Awards. Unless determined otherwise by the Administrator, an Award may not be sold, pledged, assigned, hypothecated, transferred, or disposed of in any manner other than by will or by the laws of descent or distribution and may be exercised, during the lifetime of the Participant, only by the Participant. If the Administrator, in its sole discretion, makes an Award transferable, such Award may only be transferred (i) by will, (ii) by the laws of descent and distribution, or (iii) to family members (as such term is defined in the general instructions to Form S-8 under the Securities Act) through gifts or domestic relations orders, as permitted by the instructions to Form S-8 of the Securities Act.
- 7.4 Leaves of Absence. The vesting of Awards granted hereunder will be suspended during any unpaid leave of absence, unless the Administrator determines otherwise pursuant to a leave of absence policy in effect from time to time. A Service Provider will not cease to be an Employee in the case of (i) any leave of absence approved by the Company or (ii) transfers between locations of the Company or between the Company, its Parent, or any Subsidiary.
- 7.5 Adjustments Upon Changes in Capitalization, Merger or Change in Control.
- (A) Changes in Capitalization. Subject to any required action by the stockholders of the Company, the number of Shares that have been authorized for issuance under the Plan but as to which no Awards have yet been granted or which have been returned to the Plan upon cancellation or expiration of an Award, and the number of Shares as well as the price per Share covered by each outstanding Award, and the numerical Share limits in Sections 2, shall be proportionately adjusted for any change in, or increase or decrease in the number of issued Shares, resulting from a stock split, reverse stock split, stock dividend, combination or reclassification of the Common Stock, or any other change, or increase or decrease in the number of issued Shares, effected without receipt of consideration by the Company; provided, however, that conversion of any convertible securities of the Company shall not be deemed to have been “effected without receipt of consideration.” The Board shall make such adjustment, whose determination in that respect shall be final, binding and conclusive. Except as expressly provided herein, no issuance by the Company of shares of stock of any class, or securities convertible into shares of stock of any class, shall affect, and no adjustment by reason thereof shall be made with respect to, the number or price of Shares subject to an Award.
- (B) Dissolution or Liquidation. In the event of the proposed dissolution or liquidation of the Company, the Administrator shall notify each Participant as soon as practicable prior to the effective date of such proposed transaction. The Administrator in its discretion may provide for the Participant to have the right to exercise his or her Award prior to such transaction as to all of the Shares covered thereby, including Shares as to which the Award would not otherwise be vested or exercisable. In addition, the Administrator may provide that any Company repurchase option applicable to any Shares purchased upon exercise of an Award shall lapse as to all such Shares, provided the proposed dissolution or liquidation takes place at the time and in the manner contemplated. To the extent it has not been previously exercised, or earned, an Award will terminate immediately prior to the consummation of such proposed action.
- (C) Merger or Change in Control.
- (i) Awards. In the event of a merger of the Company with or into another corporation, or a Change in Control, each outstanding Award shall be assumed or an equivalent award substituted by the successor corporation or a Parent or Subsidiary of the successor corporation.
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- (1) In the event that the successor corporation refuses to assume or substitute for the Award, the Participant shall fully vest in and have the right to exercise his or her Option as to all of the Shares, including Shares as to which it would not otherwise be vested or exercisable, and all restrictions on Restricted Stock and Restricted Stock Units will lapse and all performance goals or other vesting criteria with respect to an Award will be deemed achieved at target levels and all other terms and conditions met. In addition, if an Option becomes fully vested and exercisable in lieu of assumption or substitution in the event of a merger or Change in Control, the Administrator shall notify the Participant in writing or electronically that the Option shall be fully vested and exercisable for a period of not less than fifteen (15) days from the date of such notice, and the Option shall terminate upon the expiration of such period.
 - (2) For the purposes of this Section 7.5(C)(i), an Award shall be considered assumed if, following the merger or Change in Control, the Award confers the right to purchase or receive, for each Share subject to the Award immediately prior to the merger or Change in Control (and in the case of Restricted Stock Units, for each implied Share determined by dividing the value of the Restricted Stock Unit by the per Share consideration received by holders of Common Stock in the merger or Change in Control), an amount of consideration (whether stock, cash, or other securities or property) equal to the fair market value of the consideration received in the merger or Change in Control by holders of Common Stock for each Share held on the effective date of the transaction (and if holders were offered a choice of consideration, the type of consideration chosen by the holders of a majority of the outstanding Shares); provided, however, that if such consideration received in the merger or Change in Control is not solely common stock of the successor corporation or its Parent, the Administrator may, with the consent of the successor corporation, provide for the consideration to be received upon the exercise of the Option for each Share subject to such Award, or in the case of Restricted Stock Units, the number of implied shares determined by dividing the value of the Restricted Stock Units by the per Share consideration received by holders of Common Stock in the merger or Change in Control, to be solely common stock of the successor corporation or its Parent equal in fair market value to the per Share consideration received by holders of Common Stock in the merger or Change in Control.
 - (3) Notwithstanding anything in Section 7.5(C)(i)(2) to the contrary, an Award that vests, is earned or paid-out upon the satisfaction of one or more performance goals will not be considered assumed if the Company or its successor modifies any of such performance goals without the Participant's consent; provided, however, a modification to such performance goals only to reflect the successor corporation's post-merger or post-asset sale corporate structure will not be deemed to invalidate an otherwise valid Award assumption.
- (D) Outside Director Option and Restricted Stock Grants. Notwithstanding anything in Section 7.5(C)(i) to the contrary, in the event of a merger of the Company with or into another corporation, or a Change in Control, in which an Outside Director is terminated or asked to resign Awards granted to such Outside Director shall vest 100% immediately prior to such merger or Change in Control. In the event of a merger or Change in Control in which an Outside Director is not terminated or asked to resign, such Outside Director's Awards shall be treated under the terms of Section 7.5(C)(i).
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7.6 Date of Grant. The date of grant of an Award shall be, for all purposes, the date on which the Administrator makes the determination granting such Award or such later date as is determined by the Administrator. Notice of the determination shall be provided to each Participant within a reasonable time after the date of such grant.

7.7 Amendment and Termination of the Plan.

- (A) Amendment and Termination. The Board may at any time amend, alter, suspend or terminate the Plan.
- (B) Stockholder Approval. The Company shall obtain stockholder approval of any Plan amendment to the extent necessary and desirable to comply with Applicable Laws. Additionally, notwithstanding anything in the Plan to the contrary, the Board may not, without the approval of the Company's stockholders:
- (i) materially increase the number of shares of Common Stock issuable under the Plan, except for permissible adjustments in the event of certain changes in the Company's capitalization as set forth in Section 7.5(A);
 - (ii) materially modify the requirements for eligibility to participate in the Plan; or
 - (iii) reprice Options issued under the Plan by lowering the exercise price of a previously granted Option, by canceling outstanding Options and issuing replacement Options, by otherwise replacing existing Options with substitute Options with a lower exercise price, or by substituting full value Awards for underwater Options and SARS, or by buying back or buying out underwater Options in exchange for cash.
- (C) Effect of Amendment or Termination. No amendment, alteration, suspension or termination of the Plan shall impair the rights of any Participant, unless mutually agreed otherwise between the Participant and the Administrator, which agreement must be in writing and signed by the Participant and the Company. Termination of the Plan shall not affect the Administrator's ability to exercise the powers granted to it hereunder with respect to Awards granted under the Plan prior to the date of such termination.

7.8 Conditions Upon Issuance of Shares.

- (A) Legal Compliance. Shares shall not be issued pursuant to the exercise of an Award unless the exercise of such Award and the issuance and delivery of such Shares shall comply with Applicable Laws and shall be further subject to the approval of counsel for the Company with respect to such compliance.
- (B) Investment Representations. As a condition to the exercise of an Award, the Company may require the person exercising such Award to represent and warrant at the time of any such exercise that the Shares are being purchased only for investment and without any present intention to sell or distribute such Shares if, in the opinion of counsel for the Company, such a representation is required.
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- 7.9 Limitation of Awards to Outside Directors. No Outside Director may receive one or more Awards in any Fiscal Year with an aggregate grant date fair value of more than US\$500,000. For these purposes the grant date fair value will mean (i) with respect to any Awards of Restricted Stock or Restricted Stock Units the product of (A) the Fair Market Value of one Share on the grant date of such Award, and (B) the aggregate number of Shares subject to the Award, and (ii) with respect to any Option, the Black-Scholes option valuation methodology, or such other methodology the Administrator may determine prior to the grant of an Award becoming effective, on the grant date of such Award. The minimum vesting period for Awards of Options or Restricted Stock must be at least 12 months from the date of grant. Accordingly, for any Award which vests in installments, the first installment must be at least 12 months from the date of grant.
- 7.10 Inability to Obtain Authority. The inability of the Company to obtain authority from any regulatory body having jurisdiction, which authority is deemed by the Company's counsel to be necessary to the lawful issuance and sale of any Shares hereunder, shall relieve the Company of any liability in respect of the failure to issue or sell such Shares as to which such requisite authority shall not have been obtained.
- 7.11 Reservation of Shares. The Company, during the term of this Plan, will at all times reserve and keep available such number of Shares as shall be sufficient to satisfy the requirements of the Plan.
- 7.12 Participant's Relationship with Company. Neither the Plan nor any Award shall confer upon the Participant any right with respect to continuing the Participant's relationship as a Service Provider with the Company, nor shall they interfere in any way with the Participant's right or the Company's right to terminate such relationship at any time, with or without cause.
- 7.13 Stockholder Approval. The Plan shall be subject to approval by the stockholders of the Company after the date the Plan is adopted. Such stockholder approval shall be obtained in the manner and to the degree required under Applicable Laws.
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AMENDMENT NUMBER ONE

HP INC.

Plantronics, Inc. 2003 Stock Plan

The Plantronics, Inc. 2003 Stock Plan (the "Plan") is hereby amended as follows, effective August 29, 2022:

1. Section 1.3(J) of the Plan is hereby deleted in its entirety and replaced with the following:

"Company" means HP Inc., a Delaware corporation."

2. Section 2.1(A) of the Plan is hereby deleted in its entirety and replaced with the following:

"Subject to the provisions of Section 7.5, the maximum aggregate number of Shares that may be optioned and sold under the Plan is 2,963,247 Shares. The Shares may be authorized, but unissued, or reacquired Common Stock."

In all other respects the Plan, as amended herein, is hereby ratified and confirmed.

IN WITNESS HEREOF, HP Inc. has caused this instrument to be signed by its duly authorized officer as of this 29th day of August, 2022.

HP INC.

By: /s/ Rick Hansen
Its: Deputy General Counsel, Corporate and Corporate
Secretary

Gibson, Dunn & Crutcher LLP

2029 Century Park East
Los Angeles, CA 90067-3026
(310) 552-8500
www.gibsondunn.com

August 29, 2022

HP Inc.
1501 Page Mill Road
Palo Alto, California 94304Re: Proposed Offering of up to 30,000,000 Shares of Common Stock Pursuant to the Third Amended and Restated HP Inc. 2004 Stock Incentive Plan and 2,963,247 Shares of Common Stock Pursuant to the Plantronics, Inc. 2003 Stock Plan

Ladies and Gentlemen:

We have examined the Registration Statement on Form S-8 (the "Registration Statement"), of HP Inc., a Delaware corporation (the "Company"), to be filed with the Securities and Exchange Commission (the "Commission") pursuant to the Securities Act of 1933, as amended (the "Securities Act"), in connection with the offering by the Company of up to 30,000,000 shares of the Company's Common Stock, par value \$0.01 per share (the "HP Plan Shares"), available for issuance under the Third Amended and Restated HP Inc. 2004 Stock Incentive Plan (the "HP Plan") and up to 2,963,247 shares of the Company's Common Stock, par value \$0.01 per share (the "Poly Plan Shares" and together with the HP Plan Shares, the "Shares"), available for issuance under the Plantronics, Inc. 2003 Stock Plan, as previously amended and restated and as most recently amended by the first amendment thereto (the "Poly Plan" and together with the HP Plan, the "Plans").

In arriving at the opinion expressed below, we have examined originals, or copies certified or otherwise identified to our satisfaction as being true and complete copies of the originals, of the Plans and such other documents, corporate records of the Company, certificates of officers of the Company and of public officials and other documents as we have deemed necessary or advisable to enable us to render this opinion. In our examination, we have assumed without independent investigation the genuineness of all signatures, the legal capacity and competency of all natural persons, the authenticity of all documents submitted to us as originals and the conformity to original documents of all documents submitted to us as copies. We have also assumed that there are no agreements or understandings between or among the Company and any participants in the Plans that would expand, modify or otherwise affect the terms of the Plans or the respective rights or obligations of the participants thereunder. Finally, we have assumed the accuracy of all other information provided to us by the Company during the course of our investigations, on which we have relied in issuing the opinion expressed below.

Based upon the foregoing, and subject to the assumptions, exceptions, qualifications and limitations set forth herein and in reliance on the statements of fact contained in the documents that we have examined, we are of the opinion that the Shares, when issued and sold in accordance with the terms set forth in the Plans and against payment therefor, and when the Registration Statement has become effective under the Securities Act, will be validly issued, fully paid and non-assessable.

We render no opinion herein as to matters involving the laws of any jurisdiction other than the Delaware General Corporation Law (the “DGCL”). This opinion is limited to the effect of the current state of the DGCL and to the facts as they currently exist. We assume no obligation to revise or supplement this opinion in the event of future changes in such laws or the interpretations thereof or such facts.

We consent to the filing of this opinion as an exhibit to the Registration Statement. In giving these consents, we do not thereby admit that we are within the category of persons whose consent is required under Section 7 of the Securities Act or the Rules and Regulations of the Commission.

Very truly yours,

/s/ Gibson, Dunn & Crutcher LLP

Gibson, Dunn & Crutcher LLP

Beijing • Brussels • Century City • Dallas • Denver • Dubai • Frankfurt • Hong Kong • Houston • London • Los Angeles • Munich
New York • Orange County • Palo Alto • Paris • San Francisco • São Paulo • Singapore • Washington, D.C.

Consent of Independent Registered Public Accounting Firm

We consent to the incorporation by reference in the Registration Statement (Form S-8) pertaining to the Third Amended and Restated HP Inc. 2004 Stock Incentive Plan and Plantronics, Inc. 2003 Stock Plan of our reports dated December 9, 2021, with respect to the consolidated financial statements of HP Inc., and the effectiveness of internal control over financial reporting of HP Inc., included in its Annual Report (Form 10-K) for the year ended October 31, 2021, filed with the Securities and Exchange Commission.

/s/ ERNST & YOUNG LLP

San Jose, California
August 29, 2022

Form S-8

(Form Type)

HP INC.

(Exact Name of Registrant as Specified in its Charter)

Table 1: Newly Registered Securities

| Security Type | Security Class Title ⁽¹⁾ | Fee Calculation Rule | Amount Registered ⁽¹⁾ | Proposed Maximum Offering Price Per Share | Maximum Aggregate Offering Price | Fee Rate | Amount of Registration Fee |
|-------------------------------|--|----------------------|----------------------------------|---|----------------------------------|-------------------------|----------------------------|
| Equity | Common Stock, \$0.01 par value per share, to be issued under the Third Amended and Restated HP Inc. 2004 Stock Incentive Plan (the "Plan") | Other ⁽²⁾ | 30,000,000 | \$32.48 ⁽²⁾ | \$974,400,000.00 ⁽²⁾ | \$92.70 per \$1,000,000 | \$90,326.88 |
| Equity | Common Stock, \$0.01 par value per share, to be issued under the Plantronics, Inc. 2003 Stock Plan, as previously amended and restated and as most recently amended by the first amendment thereto (the "Poly Plan") | Other ⁽²⁾ | 2,963,247 | \$32.48 ⁽²⁾ | \$96,246,262.56 ⁽²⁾ | \$92.70 per \$1,000,000 | \$8,922.03 |
| Total Offering Amounts | | | | | \$1,070,646,262.56 | | \$99,248.91 |
| Total Fee Offsets | | | | | | | \$0.00 |
| Net Fee Due | | | | | | | \$99,248.91 |

- (1) Pursuant to Rule 416 of the Securities Act of 1933 (the "Securities Act"), this Registration Statement on Form S-8 (this "Registration Statement"), also covers any additional shares of Common Stock, par value of \$0.01 per share ("Common Stock") of HP Inc. in respect of the securities identified in the above table that may become issuable through the Plan and the Poly Plan as a result of any stock dividend, stock split, recapitalization or other similar transactions.
- (2) Estimated solely for the purpose of determining the registration fee pursuant to Rules 457(c) and 457(h) under the Securities Act. The proposed maximum offering price per share, maximum aggregate offering price and registration fee are based on a price of \$32.48 per share of Common Stock, which price is an average of the high and low sales prices of the Common Stock as reported on the New York Stock Exchange on August 26, 2022.